

ANZ SMART CHOICE SUPER FOR EMPLOYERS AND THEIR EMPLOYEES

GROUP LIFE POLICY FOR DEATH AND TPD COVER
THE TERMS OF THIS DOCUMENT ARE EFFECTIVE FROM 17 MARCH 2018.



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1. ABOUT THIS POLICY

1.1 OVERVIEW

- 1.1.1 This Policy sets out the terms upon which we agree to pay you Benefits in respect of Insured Members, and the rights and obligations which you and we must observe.
- 1.1.2 This Policy is issued to you, in your capacity as the trustee of the Fund, on the basis that the Fund is a complying superannuation fund under the *Superannuation Industry (Supervision) Act 1993* (Cth), as amended. If the Fund ceases to be a complying superannuation fund, you must notify us immediately.
- 1.1.3 All Benefits under this Policy are payable to you, or in accordance with your direction.
- 1.1.4 We do not provide income protection or salary continuance benefits under this Policy.

1.2 UNDERSTANDING THE POLICY

- 1.2.1 In this Policy, some phrases and words used have a special meaning. These words and phrases are defined in:
 - (a) clause 10.7.1;
 - (b) the Schedules to this Policy;
 - (c) clause 1.2.3;
 - (d) within the body of some clauses; and
 - (e) where applicable, in a Participation Certificate or Decision Note.
- 1.2.2 To the extent of any inconsistency, the following order of priority applies in respect of Cover for a particular person:
 - (a) the terms of any Decision Note applying to the person's Cover;
 - (b) the terms of any Participation Certificate applying to the person's Cover, including the terms of any relevant Quotation Summary that forms the Participation Certificate;
 - (c) the terms of the Schedules, including Schedule 4; and
 - (d) the remaining terms of the Policy.
- 1.2.3 In this Policy, unless the context otherwise indicates:
 - (a) "we", "our" and "us" means OnePath Life Limited ABN 33 009 657 176 whose principal office is at 347 Kent Street, Sydney, NSW 2000, and includes any properly appointed delegates;
 - (b) "you" and "your" means OnePath Custodians Pty Limited ABN 12 008 508 496 whose principal office is at 347 Kent Street, Sydney, NSW, 2000, and includes your properly appointed delegates;
 - (c) the singular includes the plural and vice versa;
 - (d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (e) references to statutes, regulations or rules (or sections or regulations thereof) means and includes such statutes, regulations or rules as amended from time to time or as replaced by such other statute, regulation or rule with substantially the same objects;
 - (f) any reference to a statute includes a reference to any subordinate legislation made under it;
 - (g) any words expressed in the masculine apply equally in the feminine and vice versa;
 - (h) a reference to "\$" or "dollar" is to Australian currency;
 - (i) a reference to a party includes that party's executors, administrators, successors and permitted assigns and, in the case of a trustee, includes a substituted trustee;
 - (j) a reference to a document (including this Policy) is to that document as varied, novated, ratified or replaced from time to time;
 - (k) a reference to a party, clause or Schedule, is a reference to a party, clause or Schedule, to or of this Policy, and a reference to this Policy includes all Schedules to it; and
 - (l) a reference to a section is a reference to a section of Schedule 4.
- 1.2.4 Headings have been included in this Policy for convenience, but the headings are not relevant to the interpretation of this Policy.

- 1.2.5 Should any provision of this Policy be invalid in whole or in part or be required to be limited or read down in order to be valid, the provision shall be severed to the extent of the invalidity but the remainder of the provision shall continue in full force and effect.
- 1.2.6 If we require an amount to be paid on or by a certain day, and that day is not a Business Banking Day, we consider the requirement satisfied if the amount is paid on or by the next Business Banking Day.

1.3 DURATION

- 1.3.1 This Policy commences on the Policy Start Date.
- 1.3.2 This Policy remains in force until the earliest of:
- (a) the date it is terminated in accordance with clause 2.8; and
 - (b) the date Cover under the Policy has ended for all Insured Members.

1.4 VARIATION OF POLICY

- 1.4.1 This Policy may only be varied by a document signed by or on behalf of each party.

1.5 GUARANTEED RENEWABLE

- 1.5.1 Provided you pay Premiums in accordance with the terms of this Policy, we guarantee to continue this Policy until the Policy terminates in accordance with clause 2.8.

1.6 DUTY OF DISCLOSURE

- 1.6.1 You and an Eligible Person must comply with the Duty of Disclosure.

1.7 YOUR OBLIGATIONS

- 1.7.1 Unless we otherwise agree in writing, you must supply us with all Member Information:
- (a) at least monthly (or less regularly, as agreed); and
 - (b) on termination of the Policy; and
 - (c) within 60 days of the date of our request.

2. GENERAL TERMS AND CONDITIONS

2.1 BECOMING AN INSURED MEMBER

- 2.1.1 Only an Eligible Person can become an Insured Member under this Policy.
- 2.1.2 An Eligible Person becomes an Insured Member when he or she meets the requirements of this Policy to obtain the applicable Cover.

2.2 POLICY PARAMETERS

- 2.2.1 All of the following terms and conditions apply to any Cover provided under this Policy:
- (a) the total Insured Amount in respect of an Insured Member cannot exceed the Maximum Benefit Level;
 - (b) except under Lifestage Cover, the Insured Amount of TPD Cover cannot exceed the Insured Amount of Death Cover;
 - (c) an Insured Member cannot hold TPD Cover only; and
 - (d) unless otherwise specified, where we have accepted an application for transfer to this Policy of any unitised cover under a Legacy Policy or another policy issued by us or another insurer which is not a multiple of \$1,000, such cover will be converted to Choose Your Own Cover rounded up to the nearest multiple of \$1,000.
- 2.2.2 We provide Cover under this Policy subject to certain monetary limits with respect to the amount of Benefit, including but not limited to the Short-Form Maximum Benefit Level, the Maximum Terminal Illness Benefit, the Maximum Benefit Level, and the Maximum Individual Transfer Amount. We may vary these limits subject to providing you with 90 days' written notice of our intention to do so. We will not reduce the monetary limits with respect to the amount and type of Cover held by an existing Insured Member immediately before any variation.

- 2.2.3 You may make a written request to us to vary any monetary limits set out in clause 2.2.2. If we approve any such request, we must do so in writing and notify you of the effective date of the approval and the increased or decreased level that we have approved.
- 2.2.4 You may ask us to provide Cover for a particular Member or Employer Plan on different terms to those in this Policy. We may agree, or refuse your request for any reason. If we agree to special terms, we will issue a Decision Note or Participation Certificate.

2.3 APPLICATIONS FOR CHOOSE YOUR OWN COVER OR VOLUNTARY COVER

- 2.3.1 Where an application is required to obtain, or vary, Choose Your Own Cover or Voluntary Cover:
- (a) we can decline the application for any reason;
 - (b) we can accept the application subject to any conditions, exclusions or loadings, as we consider appropriate;
 - (c) when we are considering the application, we may request any medical, health, financial and other information which we reasonably require to assess that application;
 - (d) the person must meet our Underwriting Rules and provide all supporting documentation to our satisfaction;
 - (e) the Member, or you on behalf of the Member, must submit the application. The Member's employer cannot apply on behalf of the Member; and
 - (f) the application can only be made for an Insured Amount in \$1,000 increments, subject to:
 - (i) either a Short-Form Personal Health Statement or a Full Personal Health Statement being submitted for an Insured Amount up to the Short-Form Maximum Benefit Level; and
 - (ii) a Full Personal Health Statement being submitted in the following circumstances:
 - A. where the requested Insured Amount is higher than the Short-Form Maximum Benefit Level;
 - B. where we consider we require a Full Personal Health Statement, after consideration of the Short-Form Personal Health Statement; or
 - C. if the Insured Member still wishes to be considered by submitting a Full Personal Health Statement where the Short-Form Personal Health Statement application under clause 2.3.1(f)(i) was not accepted by us.

2.4 VARIATION OF LIFESTAGE COVER OR CHOOSE YOUR OWN COVER

- 2.4.1 An Insured Member with Lifestage Cover or Choose Your Own Cover may request a decrease in the Insured Amount of:
- (a) his or her Death Cover and TPD Cover;
 - (b) only the TPD portion of his or her Death Cover and TPD Cover;
 - (c) only the Death portion of his or her Death Cover and TPD Cover; or
 - (d) his or her Death Cover only.
- 2.4.2 We will reduce the Insured Amount of an Insured Member's Lifestage Cover or Choose Your Own Cover upon receipt of a request from the Insured Member in a form acceptable to us without requiring an application or Underwriting.
- 2.4.3 If we reduce the Insured Member's Lifestage Cover under clause 2.4.2, an Insured Member's Lifestage Cover ceases and Choose Your Own Cover commences, on the date determined in accordance with clause 4.3.2. Any individual conditions including Premium loadings, exclusions or restrictions which applied to the former Cover will continue to apply to the reduced Cover until such time as they expire according to their terms.
- 2.4.4 An application for Choose Your Own Cover is required in the circumstances listed in clause 3.3.1.

2.5 90 DAY SPECIAL OFFER – ELECTION TO FIX COVER AS AT 17 MARCH 2018

- 2.5.1 An Insured Member with Lifestage Cover on 17 March 2018 can elect until 17 June 2018 to fix the Insured Amount of their Lifestage Cover that applied immediately before 17 March 2018, without Underwriting. This offer expires on 17 June 2018.
- 2.5.2 To elect to fix the Insured Amount of Cover under clause 2.5.1, you must receive the Member's written or verbal election on or before 17 June 2018. We will not fix Cover for an Insured Member if you receive their election after 17 June 2018. You must retain a record of every verbal election you receive, for at least 12 years from the date you receive the election, or any longer period the law requires.

- 2.5.3 If a Member elects to fix their Cover, we will convert their Lifestage Cover to Choose Your Own Cover of the same type as, and with an Insured Amount equal to that of, the Member's Lifestage Cover immediately before 17 March 2018.
- 2.5.4 Any loadings, exclusions and restrictions that applied to a Member's Lifestage Cover immediately before 17 March 2018 will continue to apply to the converted Choose Your Own Cover provided under this clause 2.5. If a Member wishes to remove a restriction, loading or exclusion from their Cover, they must apply under clause 3.3. However, we will not continue to apply a Pre-Existing Condition Exclusion to Choose Your Own Cover provided under this clause 2.5, if:
- (a) the Pre-Existing Condition Exclusion was imposed to the Member's Lifestage Cover under the terms of clause 3.1.4, 5.2.2(b) or 5.2.3 that applied before 17 March 2018; and
 - (b) the Insured Member has a Claim Incurred Date on or after 17 March 2018.
- 2.5.5 We will convert the Member's Lifestage Cover to Choose Your Own Cover in accordance with this clause 2.5 as at 17 March 2018, even though you receive the Member's election after 17 March 2018, and provided you receive it on or before 17 June 2018.

2.6 WHEN A MEMBER LEAVES A PARTICIPATING EMPLOYER

- 2.6.1 Where an Insured Member with Lifestage Cover or Choose Your Own Cover ceases work with a Participating Employer, their Lifestage Cover or Choose Your Own Cover continues on the same terms and conditions.

2.7 CANCELLATION OF LIFESTAGE COVER OR CHOOSE YOUR OWN COVER

- 2.7.1 Subject to clause 2.7.2, an Insured Member may cancel his or her Lifestage Cover or Choose Your Own Cover by giving a request to us in an acceptable form. The Insured Member's Lifestage Cover or Choose Your Own Cover, as applicable, ceases on the day set out in clause 4.8.1(j), to be read without the preamble wording to clause 4.8.1.
- 2.7.2 Where an Insured Member has Lifestage Cover or Choose Your Own Cover comprising of Death Cover and TPD Cover, he or she:
- (a) cannot cancel their Death Cover only and retain their TPD Cover;
 - (b) may cancel both their Death Cover and TPD Cover in their entirety; and
 - (c) may cancel their TPD Cover only. If they hold Lifestage Cover, their existing Death Cover continues as Lifestage Death Cover.
- 2.7.3 A Participating Employer can cease to provide Employer Paid Cover to Insured Members in its employer plan by providing written notice to you at any time.
- 2.7.4 Where a Participating Employer provides you written notice under clause 2.7.3, the Insured Member's Cover will automatically continue effective from the Notification Date as Lifestage Cover or Choose Your Own Cover that is not Employer Paid Cover, subject to the receipt of Premiums in accordance with clause 8.

2.8 TERMINATION OF THIS POLICY

- 2.8.1 You may terminate this Policy at any time by giving us at least 90 days' written notice.
- 2.8.2 We may terminate this Policy in any of the following circumstances:
- (a) on or after the 61st day after the Premium Due Date, where the Total Premium due under clause 8.3 of this Policy remains unpaid for 60 days from the Premium Due Date and provided 30 days' written notice is given to you;
 - (b) on or after the 91st day from the date of our request for the information specified in clause 1.7.1 or (ii) if you have failed to provide us with the Member Information or any other information we reasonably require, provided 60 days' prior written notice is provided to you;
 - (c) by giving you at least 90 days' written notice, where there is a change in the Effective Control of OnePath Custodians Pty Limited, provided the termination date occurs after the expiry of 1 year from the Policy Start Date; and
 - (d) if permitted or required by law.
- 2.8.3 Termination of this Policy will not:
- (a) reduce the liability for any Premiums due and payable up to the day of termination; or
 - (b) affect the entitlement of an Insured Member to make a claim where the Claim Incurred Date is prior to the date of termination and whilst Cover for that Insured Member is in force.

- 2.8.4 If this Policy is terminated, any over payment of Premium will be refunded to you, and any under payment of Premium is payable to us, as the case may be.
- 2.8.5 If you dispute any Premium due (or part of it) in good faith, you must inform us promptly of the dispute in writing; and pay all undisputed amounts.

2.9 NO REINSTATEMENT OF COVER

- 2.9.1 If a Member wishes to obtain Cover after their Lifestage Cover or Choose Your Own Cover ends, the Member must apply for Choose Your Own Cover in accordance with clause 3.3. We may accept or decline that application in accordance with clause 2.3.1. We will not provide Cover for the period from the date Cover last ceased and the date any new Cover commences.

2.10 CONTINUATION OPTION

- 2.10.1 Where an Insured Member's Cover ceases under clause 4.8.1(e) of this Policy, he or she may apply for death only cover (TPD cover cannot be continued) under the Continuation Option Individual Policy without satisfying the requirement to provide us with evidence of health, subject to:
- (a) the application being submitted in writing and made using the form we provide which must be completed to our satisfaction;
 - (b) the application being submitted within 60 days from the day the person's Cover ceased under clause 4.8.1(e) of this Policy;
 - (c) the person applying for death only cover up to the Insured Amount of his or her Death Cover immediately prior to the day his or her Cover ceased under clause 4.8.1(e) of this Policy; and
 - (d) the person's Cover having not ceased due to reasons relating to injury or illness.
- 2.10.2 As at the date of application for cover under the Continuation Option Individual Policy, the applicant must:
- (a) be aged less than 60 years of age;
 - (b) be either:
 - (i) an Australian Resident; or
 - (ii) a holder of a Visa;
 - (c) be residing in Australia;
 - (d) not have had a claim admitted, be in the process of claiming, be in a waiting period for, or be entitled to, a Benefit, or any benefit under a Legacy Policy or any other policy issued by us or any other insurer, which provides death cover or death and total and permanent disablement type cover; and
 - (e) not have commenced, and does not intend to commence, Active Service with the armed forces of any country.
- 2.10.3 If the person's application for cover under the Continuation Option Individual Policy is accepted by us:
- (a) death only cover under the Continuation Option Individual Policy commences in accordance with the terms of that policy, including premium rates;
 - (b) no cover is provided for the period from the time Cover ends under this Policy and cover commences under the Continuation Option Individual Policy; and
 - (c) any restrictions, limitations and Premium loadings that applied under this Policy will apply to the Continuation Option Individual Policy.

2.11 TRANSFER OF COVER BETWEEN SMART CHOICE DIVISIONS AND POLICIES

- 2.11.1 A Participating Employer may apply in the manner agreed to by us to provide the same Cover, or different Cover, to its Employees who have Cover, or are eligible for Cover, on and from the Division Transfer Date in another Smart Choice Division. Cover may be transferred to the Employer-Investment Choice Division, MySuper Division or QBE MySuper Division.
- 2.11.2 We will not transfer Cover under this clause 2.11 to the Pension Division, TTR Division, Retail Division or Defined Benefits Division.
- 2.11.3 If we accept a request to transfer Cover between Smart Choice Divisions, Cover in the other Smart Choice Division will commence on and from the Division Transfer Date.
- 2.11.4 For us to consider an application under clause 2.11.1, you must provide us with such information and documentation we reasonably require.

- 2.11.5 If we accept a request to transfer Cover between Smart Choice Divisions, we will notify you in writing.
- 2.11.6 We will not transfer Cover from this Policy to the Smart Choice Retail Policy.
- 2.11.7 We will not transfer Cover from the Smart Choice Retail Policy to this Policy.

3. ELIGIBILITY

3.1 LIFESTAGE COVER

Automatic Lifestage Death and TPD Cover

3.1.1 We automatically provide Lifestage Death and TPD Cover for a person who is not a Legacy Member, if the person:

- (a) on the day their Lifestage Cover is to commence under clause 4.1:
- (i) has not previously been provided with Lifestage Cover in relation to their Account, excluding Lifestage Cover we provide for that person in a different Account with respect to a different Participating Employer;
 - (ii) is either:
 - A. an Australian Resident; or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) is aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age;
 - (iv) is engaged in an occupation for which Lifestage Death and TPD Cover is available;
 - (v) has not had a claim admitted, is not in the process of claiming, is not in a waiting period for, and is not entitled to be paid, a Benefit, or any benefit under a Legacy Policy or any other policy issued by us or any other insurer, which provides death and/or total and permanent disablement type cover; and
 - (vi) is not a member of an Employer Plan and provided with Tailored Cover, in relation to their Account, excluding Tailored Cover we provide for that person in a different Account with respect to a different Participating Employer; and
- (b) on the 180th day after their Lifestage Cover is to start under clause 4.1:
- (i) the person is a member of the MySuper Division or Employer-Investment Choice Division;
 - (ii) the first Employer Contribution for the person has been made;
 - (iii) the person has not previously opted out of Lifestage Cover at any time;
 - (iv) the Member's Account balance, plus any amount previously paid to us under clause 8.3.2 for the Lifestage Cover, is sufficient to pay the Premium for the 180 days after the Participation Date or the day the Member became an Employee of the Participating Employer (as applicable); and
 - (v) Smart Choice is the fund receiving, or to receive, superannuation guarantee contributions for the person from their Participating Employer.

If a person dies, becomes Terminally Ill or becomes Totally and Permanently Disabled within 180 days of the day their Lifestage Cover is due to start, the person will satisfy clause 3.1.1(b) if all the requirements of clause 3.1.1(b) are met on the day you submit the relevant claim to us, rather than the 180th day after their Cover is due to start. In addition, if the relevant person dies, clause 3.1.1(b)(iv) is satisfied if the person's Account balance is sufficient on the day you claim, to pay the Premium from the day Cover is due to start to the date of death.

3.1.2 If an Insured Member for whom we provide Lifestage Cover under clause 3.1.1 is Not At Work on the day their Cover starts, we provide the Lifestage Cover as New Events Cover only until the Member has subsequently been At Work for at least one day.

Automatic Lifestage Death Cover only

3.1.3 We automatically provide Lifestage Death Cover only for a person who is not a Legacy Member, if the person satisfies all the requirements of clause 3.1.1, except that as at the day Lifestage Cover is to commence, the Eligible Person:

- (a) has had a claim admitted, is in the process of claiming, is in a waiting period for (if a waiting period applies), or is entitled to be paid, a benefit for total and permanent disablement from any policy issued by us or any other insurer; or
- (b) is engaged in an occupation for which TPD Cover is not available.

- 3.1.4 If an Insured Member for whom we provide Lifestage Death Cover under clause 3.1.3 is Not At Work on the day their Cover starts, we provide the Lifestage Cover as New Events Cover only until the Member has subsequently been At Work for at least one day.

Ineligibility for Lifestage Cover

- 3.1.5 A Member who is aged less than the Minimum Benefit Entry Age on the day they are admitted to Smart Choice is not eligible for Lifestage Cover and will not automatically become eligible on the day they reach the Minimum Benefit Entry Age.
- 3.1.6 We do not provide Lifestage Cover automatically for a person who does not meet all the conditions required for Lifestage Cover under this clause 3.1.

Lifestage Cover for Uninsured Legacy Members

- 3.1.7 (a) Lifestage Cover is provided automatically in respect of an Uninsured Legacy Member, if, as at the Changeover Date, the Uninsured Legacy Member:
- (i) is an Eligible Person;
 - (ii) has not previously been declined for, or opted out of, death or death and total and permanent disablement cover under a Legacy Policy;
 - (iii) has not made an Investment Choice; and
 - (iv) is not transferring into an Employer Plan under this Policy.
- (b) If an Insured Member for whom we provide Lifestage Cover under clause 3.1.7(a) is Not At Work on the day their Cover starts, we provide the Lifestage Cover as New Events Cover only until the Member has subsequently been At Work for at least one day.

Lifestage Cover on request

- 3.1.8 You may ask us in writing to provide Lifestage Cover in respect of a person who is not eligible for automatic Lifestage Cover under clause 3.1. We may agree or refuse your request for any reason and at our sole discretion.

Legacy Changeover Cover for Insured Legacy Members

- 3.1.9 Legacy Changeover Cover is provided automatically in respect of an Insured Legacy Member if, on the date the Legacy Changeover Cover is to start under clause 4.2:
- (a) the Insured Legacy Member meets the requirements contained in clause 3.1.10; or
 - (b) we agree, or have agreed, in writing to provide Legacy Changeover Cover for the Insured Legacy Member.
- 3.1.10 An Insured Legacy Member is eligible for Legacy Changeover Cover, if on the day Legacy Changeover Cover is to commence:
- (a) they are:
 - (i) a Member;
 - (ii) either:
 - A. an Australian Resident; or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age;
 - (b) they have not had a claim admitted, are not in the process of claiming, are not in a waiting period for, and are not entitled to be paid, a Benefit for Terminal Illness or Total and Permanent Disablement from this Policy or a terminal illness or total and permanent disablement benefit from any other policy issued by us or any other insurer;
 - (c) the Member has not opted out of or been declined or excluded from obtaining, total and permanent disablement cover under a Legacy Policy for any reason; and
 - (d) the Insured Legacy Member is not within a Tailored Corporate Plan which is transferring into an Employer Plan under this Policy.

Legacy Changeover Cover issued subject to an exclusion, special condition or other restriction under a Legacy Policy

- 3.1.11 Where a decision note issued under a Legacy Policy applies in respect of an Insured Legacy Member for whom we provide Legacy Changeover Cover, that Legacy Changeover Cover is provided subject to any exclusions, special conditions or any other restrictions contained in the decision note issued under the Legacy Policy.
- 3.1.12 To the extent of any inconsistency, the terms and conditions of the decision note under the Legacy Policy prevail over the terms of this Policy.

3.2 AUTOMATIC TAILORED COVER FOR INSURED LEGACY MEMBERS AND NEW EMPLOYEES UNDER A TAILORED CORPORATE PLAN

- 3.2.1 If immediately prior to the Changeover Date, a person is an Insured Legacy Member within a Tailored Corporate Plan, they will be provided with Tailored Cover as set out in clause 3.2.2 in an Employer Plan established under this Policy, provided that on the Changeover Date:
- (a) we have agreed with you in writing to allow the Tailored Corporate Plan to continue under this Policy as an Employer Plan;
 - (b) the Insured Legacy Member is a member of the Employer Plan to which Tailored Cover under this Policy will be established;
 - (c) the Employer attached to the Tailored Corporate Plan is a Plan Participating Employer;
 - (d) the Insured Legacy Member is an Eligible Person; and
 - (e) the Insured Legacy Member:
 - (i) has not had a claim admitted;
 - (ii) is not in the process of claiming;
 - (iii) is not in a waiting period for; and
 - (iv) is not entitled to be paid,
a Benefit for Terminal Illness or Total and Permanent Disablement from this Policy or a terminal illness or total and permanent disablement benefit from any other policy issued by us or any other insurer.
- 3.2.2 The Tailored Cover a person receives will be subject to the Smart Choice Employer Tailored Terms, with the exception of section 1.1(e). Any exclusions, loadings or special conditions that applied to the person's cover under the Legacy Policy immediately before the Changeover Date will apply to their Tailored Cover.
- 3.2.3 Where we have agreed with you to allow a Tailored Corporate Plan to continue under this Policy as an Employer Plan under clause 3.2.1(a), a person who first commences work with the Plan Participating Employer after the Employer Plan's Start Date will be accepted for Tailored Cover subject to, and only if they meet the eligibility requirements and other terms, of Schedule 4.

3.3 CHOOSE YOUR OWN COVER

- 3.3.1 An Eligible Person must apply for Choose Your Own Cover to obtain it, unless Choose Your Own Cover is provided automatically pursuant to another provision of this Policy, including in the following circumstances:
- (a) he or she is not an Eligible Person for, or is not entitled to, Lifestage Cover;
 - (b) he or she wishes to increase the Insured Amount of Cover;
 - (c) he or she wishes to apply to remove the Pre-Existing Condition Exclusion and retain the same Insured Amount of Cover;
 - (d) he or she wishes to remove any loadings or exclusions that apply to his or her Cover;
 - (e) he or she wishes to re-apply for Cover where Cover ceased under this Policy for any reason;
 - (f) he or she wishes to fix the Insured Amount of any Lifestage Cover, unless clause 2.5 applies; and
 - (g) any other circumstance where we require that Cover be Underwritten, excluding where this Policy provides Cover automatically.
- 3.3.2 We will assess a person's eligibility for Choose Your Own Cover upon receipt of an application in accordance with clause 2.3.

3.4 SMART CHOICE EMPLOYER TAILORED TERMS

- 3.4.1 You can apply to us on or after the Policy Start Date using the form agreed by us, to establish an Employer Plan which provides for Tailored Cover on the basis of the Smart Choice Employer Tailored Terms. You can also request Group Takeover Terms for the Employer Plan.
- 3.4.2 For us to consider an application made under clause 3.4.1, you must provide us with such information and documentation we reasonably require. If you request Group Takeover Terms, you must provide us with full details of the Group Takeover Terms requested, including the full terms and conditions of the cover provided to the Transferring Members by their current insurer.
- 3.4.3 We may accept or decline an application under clause 3.4.1, including a request for Group Takeover Terms, for any reason.

- 3.4.4 If we agree to accept the application made under clause 3.4.1, we will:
- (a) provide Tailored Cover in respect of an Eligible Person of the Employer Plan subject to the Smart Choice Employer Tailored Terms;
 - (b) issue a Participation Certificate in respect of the Plan Participating Employer; and
 - (c) notify you in writing if we agree to offer Group Takeover Terms (where the Plan Participating Employer has applied to us for Group Takeover Terms).
- 3.4.5 If we accept your application for Group Takeover Terms:
- (a) we agree to comply with Financial Services Council Guidance Note No. 11 2013 Group Insurance Takeover Terms, as amended or updated ('FSC Guidance Note'), subject to any written terms and conditions we may issue, which will override the FSC Guidance Note to the extent of any inconsistency; and
 - (b) Cover is provided conditional upon the termination of the previous group insurance policy by the Plan Participating Employer.

3.5 INTERIM ACCIDENT COVER

- 3.5.1 Interim Accident Cover is provided with respect to an Eligible Person's application for Choose Your Own Cover under clause 3.3.
- 3.5.2 Interim Accident Cover is not provided if the cover applied for in the application would normally be declined or deferred under our Underwriting Rules.
- 3.5.3 Interim Accident Cover is subject to any relevant benefit exclusions set out in clause 7.

3.6 LIFE EVENTS COVER

- 3.6.1 An Insured Member may apply for Life Events Cover following the occurrence of a Specific Life Event if:
- (a) as at the date of occurrence of the Specific Life Event they are less than 55 years of age;
 - (b) as at the date of application, he or she has not had a claim admitted, is not in process of claiming, is not in a waiting period for, is not eligible to receive a benefit for Terminal Illness, Total and Permanent Disablement or temporary disability from this Policy or terminal illness or total and permanent disablement under any other policy issued by us or any other insurer;
 - (c) we received the Life Events Application within 30 days of the occurrence of the Specific Life Event, which has been fully completed to our satisfaction and includes all evidence we require to establish the Member's good health to our satisfaction;
 - (d) we received proof establishing the occurrence of the Specific Life Event as specified in Schedule 3, to our satisfaction;
 - (e) the Insured Member has not previously applied for a Specific Life Event in the past 12 months, and is subject to a maximum of three accepted Life Events Applications during the Insured Member's membership in the Fund; and
 - (f) if the Insured Member's Life Events Application relates to the Specific Life Event of marriage, the Insured Member has not previously had a Life Events Application for an increase of Cover accepted by us under this Policy in respect of a previous marriage.
- 3.6.2 We will only provide Life Events Cover if we accept an application for Life Events Cover in writing.
- 3.6.3 If we accept a Life Events Application under clause 3.6.2, the additional Insured Amount we will provide will be:
- (a) set out in a Decision Note we issue in respect of the Insured Member;
 - (b) on the same terms and conditions, including but not limited to any exclusions, special conditions or premium and other loadings, which apply to the Insured Member's existing Cover immediately prior to the Acceptance Date;
 - (c) provided as:
 - (i) Choose Your Own Cover where the Insured Member's existing Cover is Lifestage Cover. Any existing Lifestage Cover the Insured Member holds will be converted into an equivalent Insured Amount of Choose Your Own Cover;
 - (ii) Choose Your Own Cover where the Insured Member's existing Cover is Choose Your Own Cover; or
 - (iii) Voluntary Cover where the Insured Member's existing Cover is Tailored Default or Voluntary Cover; and

- (d) additional:
 - (i) Death Cover, where the existing Lifestage Cover, Choose Your Own Cover or Voluntary Cover, as applicable, held by the Insured Member is Death Cover only; or
 - (ii) Death and TPD Cover, where the existing Lifestage Cover, Choose Your Own Cover or Voluntary Cover, as applicable, held by the Insured Member is Death Cover and TPD Cover.

3.7 NOT USED

3.8 INDIVIDUAL TRANSFER APPLICATIONS

- 3.8.1 An Eligible Person, or an Insured Member, who has current Previous Cover may apply to transfer their Previous Cover to this Policy by completing the Individual Transfer Application.
- 3.8.2 We will assess the Individual Transfer Application only upon receipt of all evidence we reasonably require to verify the Previous Cover and its currency, and to assess the application. We may accept, decline or defer a person's Individual Transfer Application in our sole discretion.
- 3.8.3 If we accept the Individual Transfer Application:
 - (a) Cover is provided conditionally upon the cancellation of the Previous Cover;
 - (b) any loadings, exclusions, restrictions or limitations which applied to the Previous Cover will apply to that part of their Cover which was provided pursuant to the Individual Transfer Application, unless we agree otherwise in writing;
 - (c) the terms and conditions of this Policy apply, including the terms and conditions contained in the Decision Note;
 - (d) Cover is provided as:
 - (i) Choose Your Own Cover where the Insured Member's existing Cover is Lifestage Cover, in which case any existing Lifestage Cover the Insured Member holds will be converted into an equivalent Insured Amount of Choose Your Own Cover;
 - (ii) Choose Your Own Cover where the Eligible Person is not in an Employer Plan; or
 - (iii) Voluntary Cover, where the Eligible Person is in an Employer Plan; and
 - (e) any Cover that comes into force is in addition to any existing Cover in respect of the Insured Member under this Policy.

4. PERIOD OF COVER

4.1 WHEN LIFESTAGE COVER COMMENCES

- 4.1.1 Lifestage Cover under clause 3.1.1 and clause 3.1.3 starts on the later of the Participation Date and the day the Eligible Person became an Employee of the Participating Employer.
- 4.1.2 If a person does not satisfy any condition required under clause 3.1.1 or 3.1.3 (as applicable), the person is not eligible for Lifestage Cover under clause 3.1.1 or clause 3.1.3 (as applicable), and Lifestage Cover does not start. The person will not be eligible for automatic Lifestage Cover in the future. If the person wishes to have Cover, they must apply for Choose Your Own Cover under clause 3.3 or you must ask us to provide Lifestage Cover for the person under clause 3.1.8.
- 4.1.3 Lifestage Cover provided in respect of an Uninsured Legacy Member under clause 3.1.7 commences on the later of:
 - (a) the Changeover Date, which will be a date on or after 17 March 2018; and
 - (b) the day that the Uninsured Legacy Member is admitted to the Employer-Investment Choice Division or the MySuper Division.
- 4.1.4 Lifestage Cover we agree to provide under clause 3.1.8 starts on the date we agree in writing.

4.2 WHEN LEGACY CHANGEOVER COVER COMMENCES

- 4.2.1 Legacy Changeover Cover in respect of an Insured Legacy Member under clause 3.1.9(a) commences on the Changeover Date, which will be a date on or after 17 March 2018.
- 4.2.2 Legacy Changeover Cover in respect of an Insured Legacy Member under clause 3.1.9(b) starts on the date we agree in writing.

4.3 WHEN CHOOSE YOUR OWN COVER COMMENCES

- 4.3.1 Unless clause 2.4.2, clause 2.5, section 11.1 of Schedule 4 or section 11.2 of Schedule 4 applies, Choose Your Own Cover does not start unless we accept an application for the Choose Your Own Cover in writing.

Reduction in Cover

- 4.3.2 If an Insured Member requests a decrease in Cover under clause 2.4.2, the decreased Insured Amount is effective from the later of:
- (a) the date we receive the Insured Member's request; and
 - (b) the date specified in the Insured Member's request.

Application to remove a Special Acceptance Term, the Pre-Existing Condition Exclusion or fix Cover

- 4.3.3 If we accept an application for Choose Your Own Cover to:
- (a) remove a Special Acceptance Term or remove the Pre-Existing Condition Exclusion; or
 - (b) fix the Insured Amount of Lifestage Cover,
- the Choose Your Own Cover starts on the Acceptance Date.

Choose Your Own Cover accepted without Special Acceptance Terms

- 4.3.4 Unless clause 4.3.3 applies, if we accept an application for Choose Your Own Cover without any Special Acceptance Terms, the Choose Your Own Cover starts on the Acceptance Date, as long as the Premium for the new Choose Your Own Cover required to cover the number of days from the Acceptance Date to the Third Premium Due Date, is paid by the Third Premium Due Date.
- 4.3.5 If the Premium is not paid as required under clause 4.3.4, the Choose Your Own Cover will not start and the Member's Cover immediately before the Acceptance Date (if any) continues, including any Special Acceptance Terms that applied to that Cover.
- 4.3.6 For the avoidance of doubt, if a person dies, becomes Terminally Ill or becomes TPD before the Third Premium Due Date, the new Choose Your Own Cover for the person will start as set out in clause 4.3.4, if you pay us by the Third Premium Due Date, an amount for the Choose Your Own Cover sufficient to cover Premium for the number of days from the day the Choose Your Own Cover is due to start to the Third Premium Due Date, or to the date of death if the Member has died.

Choose Your Own Cover accepted with Special Acceptance Terms

- 4.3.7 If we accept an application for Choose Your Own Cover, but subject to Special Acceptance Terms, the Choose Your Own Cover will not start unless the Member accepts the Special Acceptance Terms in writing. We will notify the Member in writing of those Special Acceptance Terms and ask the Member, if they accept the Special Acceptance Terms, to return their signed acceptance within 21 days of the Acceptance Date.
- 4.3.8 Choose Your Own Cover that is subject to Special Acceptance Terms starts on the Acceptance Date as long as we receive:
- (a) the Member's signed acceptance within 21 days of the Acceptance Date; and
 - (b) the Premium for the Choose Your Own Cover required to cover the number of days from the Acceptance Date to the Third Premium Due Date, by the Third Premium Due Date.
- 4.3.9 Choose Your Own Cover that we accept only with Special Acceptance Terms does not start if one or both of clauses 4.3.8(a) and 4.3.8(b) are not satisfied, including if:
- (a) the Member rejects the Special Acceptance Terms;
 - (b) we don't receive the Member's signed acceptance of the Special Acceptance Terms within 21 days of the Acceptance Date;
 - (c) we receive the Member's signed acceptance of the Special Acceptance Terms more than 21 days after the Acceptance Date; or
 - (d) we don't receive the Premium for the new Choose Your Own Cover, required to cover the number of days from the Acceptance Date to the Third Premium Due Date, by the Third Premium Due Date.
- 4.3.10 If Choose Your Own Cover does not start under clause 4.3.8, the Member's Cover immediately before the Acceptance Date (if any) continues, including any Special Acceptance Terms that applied to that Cover.
- 4.3.10A For the avoidance of doubt, if a person dies, becomes Terminally Ill or becomes TPD before the Third Premium Due Date, the new Choose Your Own Cover for the person will start as set out in clause 4.3.8, if you pay us by the Third Premium Due Date, an amount for the Choose Your Own Cover sufficient to cover Premium for the number of days from the day the Choose Your Own Cover is due to start to the Third Premium Due Date, or to the date of death if the Member has died.

- 4.3.11 If we receive the Member's signed acceptance of the Special Acceptance Terms later than 21 days after the Acceptance Date, the Choose Your Own Cover does not start on the Acceptance Date. However, we may agree to start the Choose Your Own Cover on a later date. We may require evidence of health and other information from the Insured Member. If we agree to start the Choose Your Own Cover at a later date, we will notify you of the Choose Your Own Cover start date in writing.
- 4.3.12 If the Choose Your Own Cover is provided subject to Special Acceptance Terms, we will set out the Special Acceptance Terms in a Decision Note for the Member, together with the Cover Commencement Date of the Choose Your Own Cover.
- 4.3.13 If Choose Your Own Cover is provided subject to Special Acceptance Terms, the entire Insured Amount of Choose Your Own Cover is subject to the Special Acceptance Terms.

Choose Your Own Cover replaces existing Cover

- 4.3.14 When Choose Your Own Cover starts, it replaces any Cover including (without limitation) Lifestage Cover, Choose Your Own Cover or Tailored Cover, that the Insured Member held immediately before the Choose Your Own Cover started.

Declined Application

- 4.3.15 If we decline an application for Choose Your Own Cover, our decision will not affect any Choose Your Own Cover or Lifestage Cover that the Insured Member held immediately prior to submitting the application, save where we have rights at law to avoid or otherwise reduce their Choose Your Own Cover or Lifestage Cover.

4.4 WHEN TAILORED COVER COMMENCES

- 4.4.1 Tailored Cover commences in accordance with section 3 of Schedule 4.

4.5 WHEN INTERIM ACCIDENT COVER COMMENCES AND ENDS

- 4.5.1 Interim Accident Cover in respect of an Eligible Person commences on the day we receive an application for Choose Your Own Cover under clause 3.3 which is completed to our satisfaction and signed by the Eligible Person.
- 4.5.2 Interim Accident Cover ceases on the earliest of:
- (a) the date the Cover applied for starts;
 - (b) the date we decline the application;
 - (c) the 22nd day after the relevant Acceptance Date; where we accept the application subject to Special Acceptance Terms;
 - (d) the day we are notified that the Eligible Person rejects the relevant Special Acceptance Terms, where we accept the application subject to Special Acceptance Terms;
 - (e) the day the person ceases to be an Eligible Person;
 - (f) the day the application is withdrawn;
 - (g) 90 days after the date Interim Accident Cover commences;
 - (h) the day we cancel Interim Accident Cover as permitted or required under law;
 - (i) the date the Member attains the Benefit Expiry Age for the type of Cover applied for; and
 - (j) the day this Policy is terminated under clause 2.8.

4.6 WHEN LIFE EVENTS COVER COMMENCES

- 4.6.1 If we accept a Life Events Application under clause 3.6.2, the Insured Member's additional Cover commences on the Acceptance Date.

4.7 WHEN COVER UNDER AN INDIVIDUAL TRANSFER APPLICATION COMMENCES

- 4.7.1 If we accept an Eligible Person's Individual Transfer Application under clause 3.8.3, the Cover we provide commences on the Acceptance Date, as long as you pay us by the Third Premium Due Date, an amount sufficient to cover Premium for the number of days from the day the Cover is due to start to the Third Premium Due Date.
- 4.7.2 If the Premium is not paid as required under clause 4.7.1, the additional Cover will not start. The Member's Cover immediately before the Acceptance Date (if any) continues, including any Special Acceptance Terms that applied to that Cover.

4.8 WHEN COVER CEASES FOR INSURED MEMBERS

- 4.8.1 Both Death Cover and TPD Cover (if any) for an Insured Member ceases on the earliest of:
- (a) the day this Policy terminates;
 - (b) the date the Insured Member attains the Benefit Expiry Age for Death Cover;
 - (c) the 61st day after any portion of outstanding Premium was first due under clause 8.3.2 or 8.3.3;
 - (d) the day the Insured Member commences Active Service with the armed forces of any country;
 - (e) the day the Insured Member ceases to be a Member;
 - (f) the day the Insured Member becomes entitled to a Terminal Illness Benefit for an amount equal to the full Insured Amount of his or her Death Cover. If the Insured Amount of Death Cover is greater than the amount of Terminal Illness Benefit paid or payable in respect of the Insured Member, the remaining Death Cover continues;
 - (g) the day the Insured Member dies;
 - (h) the day the Insured Member becomes entitled to a TPD Benefit for an amount equal to, or greater than, the full Insured Amount of his or her Death Cover;
 - (i) the day cover ceases in accordance with clause 4.9;
 - (j) where notification to cancel Death Cover connected with their Account is given by an Insured Member, the later of:
 - (i) the day we receive an Insured Member's request to cancel the Cover; and
 - (ii) the day specified in the Insured Member's request to cancel the Cover;
 - (k) the day we cancel or avoid the Cover, as permitted or required by law;
 - (l) 30 days after the day the Visa holder ceases to hold a valid Visa; and
 - (m) the day the Insured Member departs Australia permanently.
- 4.8.2 TPD Cover for an Insured Member ceases on the earliest of:
- (a) the date the Insured Member attains the Benefit Expiry Age for TPD Cover. Death Cover for that Insured Member continues provided Cover has not otherwise ceased in accordance with clause 4.8.1; and
 - (b) the day the Insured Member is entitled to a TPD Benefit. If the Insured Amount of Death Cover is greater than the TPD Benefit, the remaining Death Cover continues;
 - (c) where notification to cancel TPD Cover connected with their Account is given by an Insured Member, the later of:
 - (i) the day we receive the Insured Member's request to cancel the Cover; and
 - (ii) the day specified in the Insured Member's request to cancel the Cover.

4.9 CESSATION OF COVER WHERE VISA HOLDERS DEPART AUSTRALIA TEMPORARILY

- 4.9.1 For an Insured Member who is a Visa Holder and is travelling or residing overseas temporarily, Cover continues for a period of up to three consecutive months from the day he or she first departs Australia provided he or she continues to hold a Visa and has not permanently departed Australia, during the period that he or she is temporarily residing or travelling overseas.
- 4.9.2 Cover provided under clause 4.9.1 will cease automatically on the day immediately after the expiry of the maximum period for which Cover continues, as specified in clause 4.9.1, unless, before the expiry of such period:
- (a) we agree in writing to extend the period; or
 - (b) the Insured Member returns to Australia.

5. AMOUNT OF COVER

5.1 LIFESTAGE COVER INSURED AMOUNT

- 5.1.1 We provide the Lifestage Insured Amount in respect of an Insured Member to whom we provide Lifestage Cover.
- 5.1.2 On 17 March 2018 the Lifestage Insured Amount for each Insured Member with Lifestage Cover on that date will change to the amount determined according to the Lifestage Cover Scale, based on the Insured Member's Age Next Birthday on 17 March 2018.

5.2 LEGACY CHANGEOVER COVER INSURED AMOUNT

- 5.2.1 The Insured Amount of Legacy Changeover Cover provided under clause 3.1.9 is set out in:
 - (a) clause 5.2.2 or clause 5.2.3 where the Insured Legacy Member had not made an Investment Choice prior to the Changeover Date; or
 - (b) clause 5.2.4 where the Insured Legacy Member had made an Investment Choice prior to the Changeover Date.
- 5.2.2 If on the day immediately before the Changeover Date, an Insured Legacy Member had death and total and permanent disablement cover under the Legacy Policy, where the Legacy Insured Amount of death cover was:
 - (a) equal to the Lifestage Insured Amount, we will provide the Lifestage Cover for the Lifestage Insured Amount for Death Cover and TPD Cover;
 - (b) less than the Lifestage Insured Amount, we will provide Lifestage Cover for the Lifestage Insured Amount for Death Cover and TPD Cover; or
 - (c) greater than the Lifestage Insured Amount, we will provide Choose Your Own Cover providing Death Cover and TPD Cover in an Insured Amount equal to the Legacy Insured Amount.
- 5.2.3 If on the day immediately before the Changeover Date, an Insured Legacy Member had death only cover for a Legacy Insured Amount:
 - (a) that was equal to or less than the Lifestage Insured Amount, we will provide Lifestage Cover for the Lifestage Insured Amount for Death Cover and TPD Cover;
 - (b) that was greater than the Lifestage Insured Amount, we will provide Choose Your Own Cover providing Death Cover and TPD Cover in an Insured Amount equal to the Legacy Insured Amount.
- 5.2.4 If on the day immediately before the Changeover Date, an Insured Legacy Member had made an Investment Choice, we will automatically provide:
 - (a) an Insured Amount of Choose Your Own Cover comprising of Death Cover and TPD Cover (where the Death Cover and TPD Cover components may be of equal value or different Insured Amounts) equivalent to the Legacy Insured Amount where the Insured Legacy Member held death and total and permanent disablement cover under a Legacy Policy immediately prior to the Changeover Date; or
 - (b) an Insured Amount of Choose Your Own Cover comprising of Death Cover only equivalent to the Legacy Insured Amount where the person had death cover only under the Legacy Policy immediately prior to the Changeover Date.
- 5.2.5 The Insured Amount of Legacy Changeover Cover provided as TPD Choose Your Own Cover under clause 5.2.2, 5.2.3 or 5.2.4 will decrease in accordance with clause 5.8.

5.3 CHOOSE YOUR OWN COVER INSURED AMOUNT

- 5.3.1 We provide the Insured Amount of Choose Your Own Cover in respect of an Insured Member who holds Choose Your Own Cover.
- 5.3.2 The Insured Amount of an Insured Member's TPD Choose Your Own Cover decreases in accordance with clause 5.8.

5.4 INSURED AMOUNT OF TAILORED COVER

- 5.4.1 The Insured Amount of Default Cover that comes into effect for a person that obtains Tailored Cover under clause 3.2 or clause 3.4 is calculated as set out in the relevant Participation Certificate. For Tailored Cover provided under clause 3.2.1 and under Group Takeover Terms under clause 3.4, the Insured Amount that comes into effect on the Cover Commencement Date is the Insured Amount nearest to but no less than the amount of cover held under the previous policy immediately prior to the Cover Commencement Date, subject to the Maximum Benefit Level.

- 5.4.2 The Insured Amount of Voluntary Cover that:
- (a) is provided under section 7 of Schedule 4 - is as set out in the relevant Decision Note; and
 - (b) comes into effect under clause 3.2.1, and for an existing Employee on the Employer Plan's Start Date under clause 3.4 - is as set out in the relevant Participation Certificate or Decision Note (as applicable).
- 5.4.3 The total amount of TPD Cover must not exceed \$3,000,000. Where \$3,000,000 is exceeded, the Insured Amount allocated under clause 5.4.2 will be reduced so the total Insured Amount for TPD Cover under clauses 5.4.1 and 5.4.2 does not exceed \$3,000,000.

5.5 INSURED AMOUNT OF LIFE EVENTS COVER

- 5.5.1 If we accept a Life Events Application under clause 3.6.2, the amount of the increase in Cover is as specified in the applicable Decision Note.
- 5.5.2 The maximum amount of Life Events Cover is the lesser of:
- (a) 25% of the Insured Amount for the type of Cover held by the Insured Member immediately prior to the Acceptance Date; and
 - (b) \$200,000,
- subject to the total Insured Amount for the type of Cover held by the Insured Member after the acceptance of the Life Events Cover, not exceeding the relevant Maximum Benefit Level.

5.6 INSURED AMOUNT PROVIDED UNDER AN INDIVIDUAL TRANSFER APPLICATION

- 5.6.1 If we accept an Eligible Person's Individual Transfer Application, the Insured Amount that comes into effect for a person is:
- (a) the Insured Amount necessary to provide the person with an amount of Cover at least as much and as close as possible to the amount of Previous Cover being transferred;
 - (b) subject to the total amount of cover being transferred and any existing Cover under this Policy cannot exceed the Maximum Benefit Level; and
 - (c) (unless we agree otherwise) is an amount that is the lesser of:
 - (i) the equivalent dollar amount of the Previous Cover or the amount applied for (if less), which may be rounded up to the nearest \$1,000 where necessary, and we accept; and
 - (ii) the Maximum Individual Transfer Amount.

5.7 INTERIM ACCIDENT BENEFIT

- 5.7.1 The amount we pay under Interim Accident Cover is as set out in the definition of "Interim Accident Benefit" in clause 10.7.1.

5.8 TPD COVER DECREASES AT AGE 61

- 5.8.1 This clause 5.8 applies to all Choose Your Own TPD Cover provided under this Policy. This clause 5.8 does not apply to TPD Cover that is Tailored Cover unless we otherwise agree in writing.
- 5.8.2 The Insured Amount of an Insured Member's Choose Your Own TPD Cover tapers on the dates set out below to the amounts set out below:
- (a) on the first date that the Insured Member has Age Next Birthday of 61, the Insured Amount of TPD Cover is: 100% of the Insured Amount of TPD Cover the Insured Member holds on this date;
 - (b) on the first date that the Insured Member has Age Next Birthday of 62, the Insured Amount of TPD Cover tapers to: 80% of the Insured Amount of TPD Cover the Insured Member would have otherwise held on this date if this tapering clause did not apply on this date;
 - (c) on the first date that the Insured Member has Age Next Birthday of 63, the Insured Amount of TPD Cover tapers to: 60% of the Insured Amount of TPD Cover the Insured Member would have otherwise held on this date if this tapering clause did not apply on this date;
 - (d) on the first date that the Insured Member has Age Next Birthday of 64, the Insured Amount of TPD Cover tapers to: 40% of the Insured Amount of TPD Cover the Insured Member would have otherwise held on this date if this tapering clause did not apply on this date;

- (e) on the first date that the Insured Member has Age Next Birthday of 65, the Insured Amount of TPD Cover tapers to: 20% of the Insured Amount of TPD Cover the Insured Member would have otherwise held on this date if this tapering clause did not apply on this date; and
- (f) on the first date that the Insured Member has Age Next Birthday of 66, the Insured Amount of TPD Cover tapers to: NIL TPD Cover.

6. BENEFITS

6.1 WHEN BENEFITS ARE PAID

- 6.1.1 Subject to clause 7, and provided Cover has not ceased, we will pay you a Benefit when the Insured Member becomes entitled to the Benefit.
- 6.1.2 Where a claim is made in respect of an Insured Member for a Terminal Illness Benefit or TPD Benefit:
 - (a) the Terminal Illness definition which the Insured Member must satisfy is that contained in the Policy terms which are effective as at the Claim Incurred Date which applies to Terminal Illness claims. If the Insured Member satisfies the Terminal Illness definition, the Terminal Illness Benefit is also calculated as at that date; and
 - (b) the TPD definition which the Insured Member must satisfy is that contained in the Policy terms which are effective as at the Claim Incurred Date which applies to TPD claims. If the Insured Member satisfies the TPD definition, the TPD Benefit is also calculated as at that date.

6.2 WHEN WE PAY THE DEATH BENEFIT

- 6.2.1 If an Insured Member dies while their Death Cover is in force, we will pay you the Death Benefit in respect of that Insured Member.

6.3 WHEN WE PAY THE TERMINAL ILLNESS BENEFIT

- 6.3.1 If an Insured Member becomes Terminally Ill while their Death Cover is in force, we will pay you a Terminal Illness Benefit up to the Maximum Terminal Illness Benefit in respect of that Insured Member.
- 6.3.2 The definition of "Terminal Illness" that applies to an Insured Member is the definition of "Terminal Illness" that applies as at the Insured Member's Claim Incurred Date.
- 6.3.3 The definition of "Terminal Illness" or "Terminally Ill" that applies under Tailored Cover is Terminally Ill Definition 2. The definition of "Terminal Illness" or "Terminally Ill" that applies under all other Cover is Terminal Illness Definition 1.

6.4 WHEN WE PAY THE TPD BENEFIT

- 6.4.1 If an Insured Member with TPD Cover becomes Totally and Permanently Disabled under the terms that apply on their Event Date, while this Policy is in force in respect of the Insured Member, we will pay you the TPD Benefit that the Insured Member is entitled to as at the Event Date.

Cover other than Tailored Cover

- 6.4.2 If an Insured Member with Cover other than Tailored Cover:
 - (a) is Gainfully Working on the day immediately prior to the Event Date; and
 - (b) has worked at least the Minimum Average Hours,
 we consider the Member to be Totally and Permanently Disabled if they meet either TPD Definition 1 or TPD Definition 2.
- 6.4.3 If an Insured Member with Cover other than Tailored Cover does not satisfy one or both of the requirements of clause 6.4.2, we will consider the Member to be Totally and Permanently Disabled only if they meet TPD Definition 2.

Tailored Cover

- 6.4.4 If an Insured Member with Tailored Cover satisfies all the following:
 - (a) is aged less than age 60 years on the Event Date; and
 - (b) is Gainfully Working on the day immediately prior to the Event Date; and
 - (c) has worked at least the Minimum Average Hours,
 we consider the Member to be Totally and Permanently Disabled if they meet either TPD Definition 1 or TPD Definition 2.
- 6.4.5 If an Insured Member with Tailored Cover does not satisfy any one of paragraphs (a), (b) or (c), we will consider the Member to be Totally and Permanently Disabled only if they meet TPD Definition 2.

6.5 WHEN WE PAY THE INTERIM ACCIDENT BENEFIT

- 6.5.1 We will pay you the Interim Accident Benefit in respect of an Insured Member who has Interim Accident Cover, only once during the life the person, and subject to the Interim Accident Benefit becoming payable if:
- (a) the person has applied for Choose Your Own Cover or Voluntary Cover comprising of Death Cover and the Accident occurs during the period of Interim Accident Cover as set out in clause 4.5, the person dies solely due to an Accident; or
 - (b) the person has applied for Choose Your Own Cover or Voluntary Cover comprising of Death Cover and Total and Permanent Disablement Cover and during the term of the Interim Accident Cover as set out in clause 4.5, the person:
 - (i) dies solely due to an Accident; or
 - (ii) becomes Totally and Permanently Disabled solely due to an Accident and the Event Date is before the expiry of 30 days from the day that the Accident occurred.

6.6 MULTIPLE ACCOUNTS

- 6.6.1 We may provide Lifestage Cover for an Eligible Person in one Account for each Participating Employer of the Eligible Person. An Insured Member may only have multiple Lifestage Covers under this Policy if the Insured Member is employed by more than one Participating Employer and therefore, has multiple Accounts.
- 6.6.2 Where an Insured Member has Cover in multiple Accounts, the maximum TPD Benefit we will pay under this Policy in respect of an Insured Member will not exceed the Maximum Benefit Level regardless of the number of Accounts held by the Insured Member.
- 6.6.3 Subject to clause 7.7.4, we will consider any cover that has been set up contrary to clause 6.6.1 as void from its purported start date. We will refund any premium paid with respect to such cover after deducting the expenses reasonably incurred by us in relation to such cover or the setting up of such Account, including but not limited to any amount of government charges paid or payable by us.

6.7 WHEN THE AMOUNT OF BENEFIT IS REDUCED

- 6.7.1 If we arrange for an Insured Member to be medically examined and we incur a non-attendance fee by no fault of ours, we may reduce any Benefit payable under this Policy by the amount of non-attendance fee payable or paid by us.
- 6.7.2 If:
- (a) we have agreed to provide Choose Your Own Cover under this Policy in respect of an Insured Legacy Member, or Cover under an Individual Transfer Application in respect of an Insured Member; and
 - (b) cover under the previous insurance policy had not been cancelled on the Cover Commencement Date,
 - (c) the amount of any Benefit payable under this Policy is reduced (to a minimum of zero) by the amount of any benefit paid or payable under the relevant previous insurance policy.
- 6.7.3 If on the day that an Insured Member becomes entitled to be paid a Benefit there are insufficient funds in the relevant Account to pay for the Premium owing to us as at that date, we may deduct the Premium owing to us from the Benefit payable in respect of that Insured Member, subject to cover not already having ceased under clause 4.8. If the Cover for an Insured Member has ceased under clause 4.8, this clause does not operate to entitle the Member to any Benefit after the day cover ceased.
- 6.7.4 If an Insured Member has been paid or is entitled to be paid a Benefit under this Policy in connection with a particular Account, the Insured Amount for his or her Cover provided in connection with that same Account is reduced by the Benefit paid under this Policy.

6.8 REPAYMENT OF BENEFITS

- 6.8.1 Any Benefit paid by us must be repaid back to us to the extent that the Benefit, or part of the Benefit, was not payable under the terms of this Policy. To the extent that:
- (a) a Benefit, or part of the Benefit, remains in the Fund, you must repay the amount of the Benefit remaining in the Fund to us; and
 - (b) a Benefit, or part of the Benefit, has been paid out of the Fund, you must use reasonable endeavours to assist us to recover that amount,
- to the extent permitted by law.

7. BENEFIT EXCLUSIONS

7.1 WAR

- 7.1.1 We will not pay a Benefit if the event giving rise to the claim is caused directly or indirectly, wholly or partially by a War involving Australia, New Zealand or the Insured Member's country of residence.

7.2 IMPRISONMENT

- 7.2.1 We will not pay a Benefit, including an Interim Accident Benefit, in respect of an Insured Member's TPD Cover if the Insured Member is, or was, Imprisoned as at the Event Date or the Date of Disablement.

7.3 CLAIMS REQUIREMENT

- 7.3.1 We will not pay a Benefit in respect of an Insured Member's Cover if you do not, or the Insured Member does not, satisfy any of the requirements under clause 8.5.8.

7.4 EXCLUSION IN PARTICIPATION CERTIFICATE OR DECISION NOTE

- 7.4.1 A Benefit in respect of an Insured Member's Cover is not payable with respect to any restriction or exclusion specified in an applicable Participation Certificate (or other electronic record held by you in place of a Participation Certificate) or Decision Note issued by us in respect of an Insured Member.

7.5 INTENTIONAL SELF-INFLICTED ACTS

- 7.5.1 A Benefit is not payable under this Policy if the Insured Member's death, Total and Permanent Disablement or Terminal Illness arises directly or indirectly, wholly or partially, as a result of the Insured Member's Intentional Self-Inflicted Acts, which occurred within 13 months from:
- (a) the day Lifestage Cover commenced in respect of an Uninsured Legacy Member under clause 4.1.3;
 - (b) the day that cover under a Legacy Policy commenced if:
 - (i) such cover was obtained by Underwriting;
 - (ii) the Insured Legacy Member was subject to the Legacy Policy Exclusion immediately prior to the Changeover Date; and
 - (iii) the cover under a Legacy Policy was converted to either:
 - A. Legacy Changeover Cover under clause 3.1.9; or
 - B. Voluntary Cover under clause 3.2.
 - (c) the day Legacy Changeover Cover commenced under clause 4.2, where:
 - (i) the Insured Legacy Member had death only cover under the Legacy Policy and was provided Legacy Changeover Cover comprising of Death Cover and TPD Cover. This exclusion applies in respect of the Member's TPD Cover and any portion of the Death Cover that exceeds the insured amount of death cover under the Legacy Policy; and
 - (ii) the Insured Legacy Member had death and total and permanent disablement cover under the Legacy Policy and was provided Legacy Changeover Cover which increased their Insured Amount. This exclusion applies in respect of the portion of Death Cover and the portion of TPD Cover that exceeds the insured amount of death cover or total and permanent disablement cover (as applicable) under the Legacy Policy;
 - (d) the day Choose Your Own Cover commenced under clause 4.3 or Voluntary Cover commences under the Smart Choice Employer Tailored Terms;
 - (e) the day Choose Your Own Cover or Voluntary Cover increased, with respect to the increased portion; and
 - (f) the day Life Events Cover started, in respect of the additional cover provided under clause 3.6.
- 7.5.2 Where Choose Your Own Cover or Voluntary Cover commences as a result of our acceptance of an application to increase the Insured Amount of any existing Cover, the exclusion in clause 7.5.1 applies only with respect to:
- (a) the increased portion of the Choose Your Own Cover or Voluntary Cover; and
 - (b) the type of Cover that was increased.
- 7.5.3 The exclusion contained in clause 7.5.1 does not apply to:
- (a) Choose Your Own Cover which commenced as a result of a decrease in Lifestage Cover; or
 - (b) Voluntary Cover which commenced as a result of a decrease in Default Cover.

7.6 WHEN THE INTERIM ACCIDENT BENEFIT IS NOT PAYABLE

- 7.6.1 The Interim Accident Benefit in respect of an Insured Member is not payable if the claim event results directly or indirectly from:
- (a) War;
 - (b) an Intentional Self-Inflicted Act of the Insured Member; or
 - (c) a Pre-Existing Condition of the Insured Member as at the date the Interim Accident Cover starts.

7.7 WHEN WE WILL NOT PAY UNDER LIFESTAGE COVER AND LEGACY CHANGEOVER COVER

- 7.7.1 A Benefit under Lifestage Cover is not payable if a person was not an Eligible Person for Lifestage Cover or Legacy Changeover Cover, as applicable, or we did not otherwise agree to provide Lifestage or Legacy Changeover Cover for the person.
- 7.7.2 Subject to clause 7.4, we will not provide Legacy Changeover Cover, or Tailored Cover under clause 3.2, to a person (in connection with a particular account created for the person under the Legacy Plan) if a benefit is or becomes payable for the person (in connection with that same account in the Legacy Plan) under the Legacy Policy at any time.
- 7.7.3 If clause 7.7.1 or clause 7.7.2 applies:
- (a) the relevant Cover does not start;
 - (b) we will refund any amount received for the cover referred to in clause 7.7.1 and clause 7.7.2; and
 - (c) no Benefit is payable with respect to the Member.
- 7.7.4 If an Insured Member with Legacy Changeover Cover, or Tailored Cover under clause 3.2, was Underwritten by us for Cover after the Changeover Date but before the benefit became payable for the person under the Legacy Policy in connection with that same account in the Legacy Plan, provided the Insured Member satisfies all the conditions for a Benefit under this Policy, we will pay the difference between the Legacy Insured Amount and the Insured Amount.

7.8 PRE-EXISTING CONDITION EXCLUSION

- 7.8.1 If an Insured Member's Cover is subject to the Pre-Existing Condition Exclusion, a Benefit in respect of that Cover is not payable if the Insured Member's death, Total and Permanent Disablement or Terminal Illness arises directly or indirectly, wholly or partially from a Pre-Existing Condition of the Insured Member which exists on or prior to the day:
- (a) Cover commences; or
 - (b) an increase in Cover commences, in which case the increased portion of Cover is not payable.
- 7.8.2 If Lifestage Cover for an Uninsured Legacy Member, or Legacy Changeover Cover for an Insured Legacy Member, commenced before 17 March 2018 subject to a Pre-existing Condition Exclusion under the terms of clause 3.1.4, 5.2.2(b) or 5.2.3 that applied before 17 March 2018:
- (a) we will not apply that Pre-Existing Condition Exclusion if the Insured Member has a Claim Incurred Date on or after 17 March 2018; and
 - (b) we will not revisit a decision we have made before 17 March 2018, in respect of claim for an Insured Member whose Cover was subject to the relevant Pre-Existing Condition Exclusion. This is the case even if you dispute, or ask us to review the decision, on or after 17 March 2018.

8. PREMIUMS

8.1 CALCULATION OF PREMIUM DUE

- 8.1.1 You must pay us the Premiums in accordance with this clause 8.
- 8.1.2 Premiums are calculated using the Premium Rates on an annual basis in accordance with the following terms and conditions:
- (a) we can apply any rating factors or Premium loadings;
 - (b) where a Premium is payable for less than a whole month, the Premium must be calculated on a pro rata basis by reference to the number of days that Cover has been in force during the month;
 - (c) for Choose Your Own Cover and Lifestage Cover, the Insured Member's Premium is calculated based on the Premium Rates that apply to an Insured Member based on their Insured Amount, gender, Cover, Age Next Birthday and multiplied by the Occupational Category Premium Loading Factor and underwriting loadings (where applicable);
 - (d) for Tailored Cover, the Insured Member's Premium is calculated based on the Premium Rates that apply to the Insured Member based on their Insured Amount, gender, Cover, and Age Next Birthday, underwriting loadings (where applicable) and any loadings under the Legacy Policy that we continue to apply under this Policy;
 - (e) with respect to any Cover:
 - (i) we will verify the Premiums paid at least annually and within 30 days from the day we receive all required information from you, including but not limited to the Member Information;
 - (ii) you must provide us with the Member Information and any other information which we reasonably request in order to verify the Premium paid; and
 - (iii) if you do not provide us with the Member Information and any other information reasonably requested by us (in accordance with clause 8.1.2(e)(ii)) within 90 days from the day of our request, we may:
 - A. estimate and notify you of any additional Premium and any extended period for provision of the information we require to calculate the Premium, where the additional Premium is due within 30 days of the day we notify you of this in writing; or
 - B. terminate this Policy in accordance with clause 2.8.

8.2 STAMP DUTY, TAXES AND EXPENSES

- 8.2.1 The Premium Rates do not include the following amounts as at the Policy Start Date, and you must pay the following in addition to the Premium:
- (a) any new, or increase in a, Federal, State or Territory government tax, levy, charge, impost, fee, deduction, goods and services tax or withholding tax, which is assessed, levied, imposed or collected in relation to this Policy, except for stamp duty which is included in the Premium Rates subject to clause 8.4.3(d); and
 - (b) any new expenses we incur in administering any function required of us by a Federal, State or Territory government under any legislation in relation to this Policy, or pursuant to goods and services tax where applicable.
- 8.2.2 When we pay a Benefit under this Policy, you are responsible for remitting any applicable tax in respect of any payment you may make to a Member.

8.3 WHEN THE PREMIUM IS DUE

- 8.3.1 You must pay us Premium for each day we provide Cover for each Insured Member.
- 8.3.2 You must pay the first Premium for an Insured Member who has obtained or will obtain:
- (a) Lifestage Cover under clause 3.1.1 or clause 3.1.3; or
 - (b) Default Cover under the Smart Choice Employer Tailored Terms under clause 3.2.3 or 3.4,
- by the first Business Banking Day of the month in which the 180th day after the Cover Commencement Date, occurs. If the 180th day after the Cover Commencement Date is the first Business Banking Day of a month, you must pay the first Premium by that date. The amount of first Premium paid must be sufficient to cover the 180 days after the Cover Commencement Date plus all the following days until the first Business Banking Day of the next month.

- 8.3.3 Except where clause 8.3.2 applies, you must pay the Total Premium monthly in advance, on or before the first Business Banking Day of the month. 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.
- 8.3.4 If Premium has been paid to us in respect of a Member for any period during which that Member is not covered as an Insured Member, that Premium will be deducted from the next Premium due.
- 8.3.5 We will not refund any Premium in respect of an Insured Member for any period before the date Cover in respect of that Insured Member is cancelled. We will refund an amount paid under clause 8.3.2 in respect of a person if Cover for that person does not start under clause 4.
- 8.3.6 If the Premium is not paid in respect of an Insured Member by the Premium Due Date, you must give the Insured Member at least 30 days' written notice that Cover will be cancelled on the 61st day after the Premium Due Date, unless that unpaid Premium is the first Premium due under clause 8.3.2, and the person's Cover did not start under clause 4 because they did not meet the eligibility requirements under clause 3.1.1, clause 3.1.3 or section 2.1.

8.4 WHEN WE CAN CHANGE THE PREMIUM

- 8.4.1 Subject to clause 8.4.3, the Premium Rates are guaranteed for the Premium Guarantee Period.
- 8.4.2 Subject to clause 8.4.3, if we change the Premium Rates we will:
 - (a) provide you with at least 120 days' notice; and
 - (b) apply the new Premium Rates from the earlier of:
 - (i) the next Annual Review Date; and
 - (ii) the expiry of the Premium Guarantee Period or a premium guarantee period under a Legacy Policy,
 except where any Policy variation triggers a change in the Premium Rates. In such case, the new Premium Rates will apply following the expiry of 60 days written notice to you.
- 8.4.3 We may change the Premium Rates in the following situations, subject to the specified notice period:
 - (a) Australia, New Zealand or the Insured Member's country of residence is involved in War, whether declared or not and we provide you written notice of such a change, in which case we will give you immediate written notice and the effective date of such a change would be 60 days from the date of our written notice to you;
 - (b) a change to the Premium Rate is required in respect of Cover provided for any or all Insured Members due to any change to past, current or future Government charges relating to the Policy, in which case we will give you immediate written notice and any change would be effective from the effective date of the change in Government charges even if that change precedes any written notice we provide to you;
 - (c) any new, or increase in a, Federal, State or Territory government tax, levy, charge, impost, fee, deduction, goods and services tax or withholding, which is assessed, levied, imposed or collected in relation to this Policy and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above;
 - (d) any change in the basis on which a stamp duty amount is calculated or where there is a change to a stamp duty rate which occurs after the Cover Commencement Date;
 - (e) any new expenses we incur in administering any function required of us by a Federal, State or Territory government under any legislation in relation to this Policy, or pursuant to the goods and services tax;
 - (f) you undertake any restructure of the current Fund arrangements, including a merger, takeover or other such event; and
 - (g) if we determine at any time that there is, or will be, an increase in the expected claims cost by 5% due to a change in the risk for which we have priced, including but not limited to:
 - (i) a change in occupation profile, gender profile or age profile; and
 - (ii) an arrangement to be in place to rectify a breach of the Policy terms or regulatory requirements.
 - (h) following the expiration of 12 months from the Policy Start Date, if in the opinion of our Appointed Actuary (acting in good faith and despite our best endeavours), we are unable to secure reinsurance in respect of this Policy for the duration of the Premium Guarantee Period:
 - (i) on substantially similar rates and terms contained within Addendum No. 4 to the Internal Master Trust Reinsurance Agreement made between OnePath Life Limited and Swiss Re Life and Health Australia Limited, the incumbent reinsurer for the Legacy Policies;

- (ii) due to the incumbent reinsurer for this Policy no longer wishing to provide reinsurance terms; or
 - (iii) due to the incumbent reinsurer for this Policy proposing to provide reinsurance terms at an increased premium of 10% or more.
- 8.4.4 If we change the Premium Rates, the revised Premium Rates will apply to the total Insured Amount with respect to the Cover provided under this Policy.
- 8.4.5 If an Insured Member's age or gender is mis-stated then we reserve the right to adjust the Premium or the Benefit based on the correct age or gender, as applicable, or cancel the Cover where permitted by law.
- 8.4.6 If an Insured Member's Smoking Status is mis-stated then we reserve the right to adjust the Insured Amount based on the correct Smoking Status, or cancel the Cover where permitted by law.

8.5 OCCUPATIONAL CATEGORY

- 8.5.1 If you do not know the Occupational Category of an Eligible Person entitled to receive:
- (a) Lifestage Cover under clause 3.1.1, 3.1.3, 3.1.7; or
 - (b) Legacy Changeover Cover under clause 3.1.9;
- as at the Cover Commencement Date, their Premium will be based on the 'standard' Occupational Category until such time as they vary their Occupational Category under the terms of this Policy.
- 8.5.2 If you do know the Occupational Category of an Eligible Person entitled to receive:
- (a) Lifestage Cover under clause 3.1.7; or
 - (b) Legacy Changeover Cover under clause 3.1.9;
- as at the Cover Commencement Date, their Premium will be based on the Occupational Category that most closely matches the occupational category that applied to them in the Legacy Policy.
- 8.5.3 When:
- (a) applying for Choose Your Own Cover; or
 - (b) applying for Cover using the Individual Transfer Application,
- the Eligible Person must complete to our satisfaction the Occupation Questions so that we can determine the Occupational Category that is to apply to their Choose Your Own Cover.
- 8.5.4 An Insured Member may apply to change the Occupational Category that relates to their Lifestage Cover or Choose Your Own Cover by answering the Occupation Questions to our satisfaction.
- 8.5.5 Subject to clause 8.5.6, where the Insured Member answers the Occupation Questions to our satisfaction:
- (a) we will advise you of the Occupational Category that is to apply in respect of the Insured Member's Lifestage Cover or Choose Your Own Cover; and
 - (b) the new Occupational Category, and the Occupational Category Premium Loading Factor that applies based on that new Occupational Category, will commence from the next Business Banking Day after the date we agree to change the Insured Member's Occupational Category.
- 8.5.6 If we impose an Occupational Category in respect of an Insured Member's Lifestage Cover or Choose Your Own Cover that reflects a higher level of risk than the Occupational Category the Insured Member had immediately before submitting an application to change Occupational Category:
- (a) the entire Insured Amount of Lifestage Cover or Choose Your Own Cover will be subject to the new Occupational Category; or
 - (b) the Insured Member may notify us or you of his or her non-acceptance of the new Occupational Category within 30 days of the date you advise the Insured Member of the outcome of their application to change Occupational Categories, in which case the Occupational Category that applied immediately prior to the application will continue.
- 8.5.7 If an Insured Member is involved an Excluded Occupation when Lifestage Cover under clause 3.1.1 or clause 3.1.3 commenced, despite any other condition of this Policy, Cover will be void from the Cover Commencement Date and the person will have no entitlement to a Benefit.
- 8.5.8 If an Insured Member was not involved in an Excluded Occupation when Lifestage Cover under clause 3.1.1 or clause 3.1.3 commenced the Insured Member's Lifestage Cover will not be affected by any subsequent change in occupation as long as the person remains an Eligible Person.

9. CLAIMS

9.1 WRITTEN ADVICE OF CLAIM

- 9.1.1 You must advise us in writing of any claim as soon as it is reasonably possible for you to do so.
- 9.1.2 You must make reasonable efforts to request each Insured Member with TPD Cover to notify you of any potential TPD claim as soon as it is reasonably possible and within 30 days from the Date of Disablement.
- 9.1.3 We will make reasonable efforts to provide the Insured Member with claims forms we require. The provision of claim forms by us to you, by you to the Insured Member, or any authorised or non-authorised representative does not constitute an admission of liability in respect of any claim lodged.

9.2 CONDITION OF CLAIM PAYMENT

- 9.2.1 Payment of a claim is conditional upon all of the following conditions being met to our satisfaction:
 - (a) you providing us with all relevant information relating to each claim or potential claim in accordance with this clause 8.5.8;
 - (b) you providing us with all relevant evidence for the claim in respect of the relevant Insured Member who made the claim, to our satisfaction and in a form which is acceptable to us, including but not limited to the following:
 - (i) evidence that the Insured Member is an Eligible Person and you and the Insured Member satisfy all our requirements for Cover under this Policy;
 - (ii) the Insured Member's entitlement to the Benefit; and
 - (iii) the Insured Member's age and gender;
 - (c) you and the Insured Member establishing entitlement (at the Insured Member's expense unless stated otherwise) by:
 - (i) providing us with an original or certified copy of the death certificate (if applicable), proof of identity (to our satisfaction) including but not limited to a certified copy of driver's licence, passport or birth certificate, and evidence of change of name where applicable, and all other documentation we require;
 - (ii) providing us with medical reports from treating Medical Practitioners;
 - (iii) when reasonably required by us, being examined by one or more Medical Practitioners or allied health professionals we nominate, at our expense;
 - (iv) providing us with pathology, blood tests, x-ray or other appropriate evidence (at our expense where we request further testing);
 - (v) providing financial information which we may reasonably require;
 - (vi) providing ongoing claim documentation including but not limited to claim forms where reasonably requested by us;
 - (vii) providing us with any authority to obtain any further information we reasonably require;
 - (d) when reasonably required by us (and at our expense), for the assessment of Total and Permanent Disablement in respect of an Insured Member, the Insured Member must:
 - (i) undertake a vocational assessment or employability assessment;
 - (ii) be interviewed by us or our nominated representative (with the Insured Member being entitled to have personal or professional representation during such interview); and
 - (iii) provide authority for us to undertake an audit of his or her financial circumstances;
 - (e) where an Insured Member submits a claim whilst he or she is overseas, we may require the Insured Member to return to Australia at his or her own expense for assessment of his or her claim (including being assessed by one or more Medical Practitioners) before we progress the assessment of the claim any further; and
 - (f) where we have made a decision in respect of liability for a Benefit in respect of an Insured Member, or a Member where we dispute that the Member is an Insured Member, and you wish to dispute that decision:
 - (i) you will bear your own costs in gathering and obtaining proof to dispute our decision; and
 - (ii) in the event that the information you supply us causes us to vary the decision previously communicated in respect of a particular Member or Insured Member:
 - A. we will refund to you the reasonable costs of the information obtained by you which causes us to vary our decision; and
 - B. any refund we make will exclude any payment for salaries or wages paid to your employees or employees of representatives appointed by you to obtain that information on your behalf.

9.3 CLAIMS ASSESSMENT INFORMATION

- 9.3.1 We will provide you with a copy of any part of the claims assessment information that you ask us to provide, as soon as reasonably possible, unless the information is subject to legal professional privilege in our favour or we have a legal obligation to not disclose that information to you.
- 9.3.2 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:
- (a) we agree with you in writing otherwise; or
 - (b) you have a legal obligation under legislation to disclose that information; or
 - (c) you provide this information to the claimant.

9.4 DISPUTE RESOLUTION

- 9.4.1 In the event of a dispute between you and us, the terms in the Retirement Portfolio Service Service Level Deed between you and us, as amended from time to time, will apply.

10. ADMINISTRATION

10.1 RECORDS

- 10.1.1 You must take reasonable steps to maintain accurate records of all relevant information relating to this Policy including but not limited to the Member Information (where applicable) and Claims Information.
- 10.1.2 You must notify us within a reasonable time of any change to Member Information which may require a change to the terms and conditions of this Policy.
- 10.1.3 You must provide, or procure your agents to provide us or our nominated representative, access to inspect, audit and take copies of the Member Information (where applicable), Claims Information or other information or records relevant to this Policy. We will conduct such an audit only during normal office hours and only after we have given you reasonable notice.

10.2 NOTICES

- 10.2.1 Each communication (including each notice, consent, approval, request and demand) under or in connection with this Policy:
- (a) must be in writing;
 - (b) must be addressed to the address last notified by the person receiving the communication to the other party from time to time;
 - (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (d) must be delivered by hand, posted by prepaid post or emailed to the address, or sent by fax to the number, of the addressee, in accordance with clause 10.1.3(b); and
 - (e) is taken to be received by the addressee:
 - (i) in the case of prepaid post sent to an address in the same country, on the sixth Business Banking Day after the date of posting;
 - (ii) in the case of prepaid post sent to an address in another country, on the day determined using the published Australia Post estimated delivery time for the relevant country;
 - (iii) in the case of fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent;
 - (iv) in the case of delivery by hand, on delivery; and
 - (v) in the case of email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain, 24 hours after the email was sent,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

10.3 NON ASSIGNMENT OF POLICY

10.3.1 You may not assign this Policy without our written agreement.

10.4 NO WAIVER

10.4.1 A waiver of any legal right in relation to this Policy must be in writing, and will be only to the extent as specified in the written notification.

10.4.2 Any failure or delay in exercising any legal right in relation to this Policy does not operate as a waiver of such right.

10.5 GOVERNING LAW

10.5.1 This Policy is governed by the law that applies in New South Wales.

10.5.2 The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.

10.6 CURRENCY

10.6.1 All payments to, or from, us are to be made in Australian currency.

10.7 STATUTORY FUND

10.7.1 This Policy is issued from the statutory fund stated in (a), but does not give you any rights of ownership of the assets of that fund.

10.7.2 This Policy does not participate in any surplus arising in any of our statutory funds.

10.7.3 This Policy does not acquire a cash surrender value.

11. DICTIONARY

11.1 The following words or expressions have the meanings set out below where they appear in this Policy, unless the context otherwise indicates:

“Acceptance Date” means the “effective date” set out in the Decision Note we issue when we accept an application under this Policy.

“Accident” means a fortuitous, external event which, in our opinion, was unexpected and unintended causing death or Total and Permanent Disablement.

Exclusions – events that are not accidents

The following situations are not accidents, and any claims arising from these situations are excluded:

(a) any one or more of the following was a contributing cause of injury or death:

- (i) illness;
- (ii) disease;
- (iii) allergy; or
- (iv) any gradual onset of a physical or mental infirmity;

(b) the injury or death was the result of an intentional act or omission of the person;

(c) the person was injured or died as a result of an activity in respect of which he or she assumed the risk or courted disaster, irrespective of whether he or she intended injury or death.

“Account” means an account in Smart Choice.

“Accredited Mortgage Provider” means an Authorised Deposit-taking Institution (as defined in the *Banking Act 1959* (Cth)) or other reputable financial services business or program or trustee, which provides mortgage loans as part of its ordinary business activities and holds an Australian Credit Licence.

“Active Service” refers to an Insured Member’s occupation or involvement in the military force (including but not limited to the army, the navy and the air force). Reserve duty is excluded, except in the case where an Insured Member is subject to a call out order under the *Defence Act 1903* (Cth).

“Activities of Daily Living” means either (a) or (b) below:

(a) where the Insured Member is an Existing Member:

- (i) bathing – bathing and showering;
- (ii) dressing – dressing and undressing;

- (iii) feeding – eating and drinking;
 - (iv) mobility – mobility, to the extent of being able to get in and out of bed or a chair, and move from place to place without using a wheelchair;
 - (v) toileting – the ability to use a toilet;
- (b) where the Insured Member is a New Member:
- (i) bathing – bathing and showering;
 - (ii) dressing – dressing and undressing;
 - (iii) feeding – eating and drinking;
 - (iv) mobility – mobility, to the extent of being able to get in and out of bed or a chair, and move from place to place;
 - (v) toileting – the ability to use a toilet.

“Age Next Birthday” as at any date, means an Insured Member’s age on their next birthday immediately following the date.

“Annual Review Date” has the meaning given to it in (a), unless a different meaning is given to it in an applicable Participation Certificate, in which case the meaning stated in the Participation Certificate applies.

“At Work” means a person is:

- (a) Gainfully Working;
- (b) in our opinion, either:
 - (i) where the person is working at the relevant time and not on leave, actively performing all the duties and work hours of his or her usual occupation, without restriction or limitation due to any illness or injury; or
 - (ii) where the person is on Employer Approved Leave other than leave which is taken for reasons related to injury or illness, the person is capable of performing all the duties and work hours of his or her usual occupation, without restriction or limitation due to any illness or injury; and
- (c) not in receipt of, or entitled to claim, income support benefits from any source, including but not limited to workers’ compensation benefits, statutory motor accident benefits or disability income benefits (including government income support benefits of any kind).

A person who does not meet the above requirements is correspondingly described as **“Not At Work”**.

“Automatic Acceptance” or **“Automatically Accepted”** means the acceptance of Default Cover by us of an Eligible Person without the need for them to be Underwritten.

“Automatic Acceptance Limit” or **“AAL”** means the “automatic acceptance limit” specified in the relevant Participation Certificate.

“Australian Resident” means an Australian citizen, a New Zealand citizen or an ‘Australian permanent resident’ within the meaning of the *Migration Act 1958* (Cth) and *Migration Regulations 1994* (Cth).

“Benefit” means the amount payable in respect of an Insured Member under this Policy with respect to his or her Cover.

“Benefit Expiry Age” has the meaning given in (a), unless a different meaning is given to it in the applicable Participation Certificate, in which case the meaning stated in the Participation Certificate applies.

“Business Banking Day” means a day (not Saturday or Sunday) that Australia and New Zealand Banking Group Limited is open for business in New South Wales.

“Changeover Date” means one of the following dates as applicable, which is determined by agreement between you and us:

- (a) the Policy Start Date;
- (b) a date after the Policy Start Date on which you agree to transfer cover under a Legacy Policy to this Policy with respect to a Legacy Member or group of Legacy Members, as the case may be;
- (c) a date after the Policy Start Date on which you agree to transfer cover under a Legacy Policy to this Policy with respect to a particular employer plan; or
- (d) a date after the Policy Start Date on which you transfer the entire remaining members in a Legacy Plan into the MySuper Division, Employment-Investment Division, QBE MySuper Division or any other Smart Choice Division we may agree to in writing.

"Choice of Fund Legislation" means the *Superannuation Guarantee (Administration) Act 1992* (Cth) and any other law of the Commonwealth of Australia or any State or Territory which affects choice of a superannuation fund by a person.

"Choose Your Own Cover" means Cover that is expressed in a multiple of \$1,000, requires Underwriting and which is subject to acceptance by us, unless there is another provision of this Policy which provides for the commencement of Choose Your Own Cover.

"Choose Your Own Death Cover" means Choose Your Own Cover providing Death Cover only.

"Choose Your Own Death and TPD Cover" means Choose Your Own Cover providing Death Cover and TPD Cover.

"Claim Incurred Date" means in respect of a:

- (a) Death Benefit, the Insured Member's date of death;
- (b) Terminal Illness Benefit, the date of the latest certification made by a Medical Practitioner in accordance with paragraph (a) of the definition of Terminal Illness; or
- (c) TPD Benefit, the Event Date.

"Claims Information" means all relevant information relating to this Policy including but not limited to each claim under this Policy.

"Continuation Option Individual Policy" means a retail term insurance policy issued by us from our range of retail term insurance products available from time to time which provides death only benefits.

"Cover" means:

- (a) Lifestage Cover only;
- (b) Choose Your Own Cover only;
- (c) Default Cover only;
- (d) Default Cover and Voluntary Cover; or
- (e) Voluntary Cover only,

which provides Death Cover or Death and TPD Cover, as applicable in the context, in respect of an Insured Member under this Policy. Where the context indicates, **"Cover"** also means the Insured Amount of the relevant Cover.

"Cover Commencement Date" means the date that a particular Cover in respect of an Insured Member commences under this Policy.

"Date of Disablement" means:

- (a) for TPD Definition 1, the first day after the expiry of six consecutive months immediately after the Event Date;
- (b) for TPD Definition 2, the first day that all elements of TPD Definition 2 are satisfied.

"Death Benefit" means a Benefit equal to the Insured Amount of Death Cover in force at the Insured Member's date of death.

"Death Cover" means the Cover which we agree to provide for death in respect of an Insured Member under this Policy.

"Decision Note" means a document we issue, in the form of the document set out in Schedule 5, which contains specific terms and conditions which apply to an Insured Member's Cover, including but not limited to the following:

- (a) the type and Insured Amount of the Benefits provided for that Insured Member (if any);
- (b) the Cover Commencement Date;
- (c) special conditions, Premium loadings and/or specific exclusions;
- (d) whether any Forward Underwriting Limit has been provided;
- (e) whether we have declined or approved the application;
- (f) the Occupational Category that applies based on the person's occupation if the application was for Lifestage Cover or Choose Your Own Cover; and
- (g) the Smoking Status, if applicable.

"Default Cover" means, in respect of an Eligible Person of an Employer Plan, the amount of Cover determined by the relevant Insurance Formula, up to the maximum of the AAL, or as otherwise determined under the relevant Participation Certificate.

"Defined Benefits Division" means the Defined Benefits Division of Smart Choice.

“Delink Date” means:

- (a) the date we terminate the Employer Plan under section 11.1 of Schedule 4; or
- (b) the date you are notified of an event under section 11.2 of Schedule 4.

“Division Transfer Date” means the date on which all of an Eligible Person’s entitlements under this Policy are transferred from one Smart Choice Division to another Smart Choice Division.

“Duty of Disclosure” means the duty of disclosure under the *Insurance Contracts Act 1984* (Cth), as amended from time to time. The duty of disclosure as at 17 March 2018 is specified in Schedule 2 of this Policy.

“Effective Control” of an entity means a person or persons (acting jointly) who:

- (a) control the composition of the board of directors of the entity;
- (b) are in a position to cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of the entity; or
- (c) hold more than one-half of the issued share capital of the entity excluding any part of that issued share capital which carries no right to participate beyond a specified amount in the distribution of either profits or capital.

“Eligible Person” means:

- (a) for Lifestage Cover comprising of Death and TPD Cover provided under clause 3.1.1, a person who meets the eligibility requirements specified in clause 3.1.1;
- (b) for Lifestage Cover comprising of Death Cover provided under clause 3.1.2, a person who meets the eligibility requirements specified in clause 3.1.1, excluding clause 3.1.1(a)(iv) and clause 3.1.1(a)(v);
- (c) for Lifestage Cover comprising of Death and TPD Cover provided under clause 3.1.7, an Uninsured Legacy Member who meets the eligibility requirements specified in clause 3.1.1(a)(i), (ii) and (iii), and clause 3.1.1(b)(i);
- (d) for Choose Your Own Cover, Interim Accident Cover and Cover under an Individual Transfer Application, a person who:
 - (i) is a Member;
 - (ii) is either:
 - A. an Australian Resident (for Interim Accident Cover, the Australian Resident must also reside in Australia); or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) is aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age; and
 - (iv) is engaged in an occupation for which Cover is available under this Policy;
- (e) for Legacy Changeover Cover provided in respect of an Insured Legacy Member under clause 3.1.9(a), a person who meets the eligibility requirements specified in clause 3.1.10;
- (f) for Tailored Cover issued under clause 3.2.1, a person who is:
 - (i) is a Member;
 - (ii) is either:
 - A. an Australian Resident; or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) is aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age;
- (g) for Tailored Cover issued under clause 3.2.3 or clause 3.4, a person who meets the eligibility requirements specified in section 2.1 of the Smart Choice Employer Tailored Terms; and
- (h) for Life Events Cover under clause 3.6, a person who meets the eligibility requirements in clause 3.6.1.

“Employee” means a person who is working for reward in an occupation (which includes a contract for services of at least 12 months, or any period we may otherwise agree to in writing).

“Employer Approved Leave” means:

- (a) where the Insured Member is not self-employed or unemployed, leave that has been approved by a Participating Employer prior to the commencement of that leave; or
- (b) where the Insured Member is self-employed, paid or unpaid leave.

“Employer Contribution” means a superannuation contribution to Smart Choice by a Participating Employer for the benefit of the relevant Eligible Person, of any of the following types:

- (a) a contribution required to avoid the superannuation guarantee charge under superannuation guarantee legislation;
- (b) a contribution mandated under an industrial law or industrial instrument;
- (c) a voluntary contribution by the Participating Employer; and
- (d) a salary sacrifice contribution that is agreed between the Eligible Person and their employer.

“Employer – Investment Choice Division” means the Employer - Investment Choice Division of Smart Choice.

“Employer Paid Cover” means Lifestage Cover or Choose Your Own Cover that is paid for by the Participating Employer.

“Employer Paid Default Cover” means Default Cover which is paid for by the Plan Participating Employer.

“Employer Paid Tailored Cover” means Tailored Cover which is paid for by the Plan Participating Employer.

“Employer Plan” means an employer plan that has Tailored Cover under this Policy.

“Employer Plan’s Start Date” means:

- (a) the date specified in the On Risk Letter as the “plan start date”; or
- (b) the Changeover Date, where we have agreed with you in writing to allow the Tailored Corporate Plan to continue under this Policy as an Employer Plan under clause 3.2.1(a).

“Endorsement” means a document duly executed by an authorised representative of us containing any variation to Policy which has been agreed between you and us.

“Event Date” means either (a) or (b) below:

- (a) where the Insured Member is an Existing Member:
 - (i) for TPD Definition 1, the first day that the Insured Member, in our opinion, solely because of injury or illness, has not worked in any Gainful Employment;
 - (ii) for TPD Definition 2, the first day that the Insured Member, in our opinion, solely because of injury or illness, is unable to perform at least two Activities of Daily Living without the assistance of another adult person or suitable aids.
- (b) where the Insured Member is a New Member:
 - (i) for TPD Definition 1, the first day that the Insured Member, in our opinion, solely because of injury or illness, has not worked in any Gainful Employment;
 - (ii) for TPD Definition 2, the first day that all elements of TPD Definition 2 are satisfied.

“Excluded Occupation” means an occupation which:

- (a) is classified as “uninsurable” in an occupation guide we issue; or
- (b) if the occupation is not classified in an occupation guide we issue, an occupation we determine to be “uninsurable”.

“Existing Member” means an Insured Member who obtained TPD Cover under this Policy:

- (a) on or before the PDS Date; or
- (b) after the PDS Date, but you received their application for Choose Your Own Cover or Voluntary Cover on or before the PDS Date.

“Forward Underwriting Limit” means the maximum level we determine, by which Cover for an Eligible Person can increase, based on the Insurance Formula, without further Underwriting.

“Full-time” means a person is working at least 30 hours per week.

“Full Cover” means Cover which is not Limited Cover.

“Full Personal Health Statement” means an application form issued by us for the purposes of Underwriting applications for Cover with an Insured Amount greater than the Short-Form Maximum Benefit Level, or where directed by us to complete due to responses provided in the completion of the Short-Form Personal Health Statement.

“Fund” means the Retirement Portfolio Service constituted under the Trust Deed, or any successor fund as that term is defined in the *Superannuation Industry (Supervision) Act 1993* (Cth).

“Gainful Employment” means any occupation or work for reward or financial benefit, whether Full-time or Part-time or whether on a permanent or temporary basis.

“Gainfully Working” means a person is:

- (a) engaged in Gainful Employment;
- (b) engaged in Gainful Employment and on paid Employer Approved Leave;
- (c) engaged in Gainful Employment and on unpaid Employer Approved Leave for a period up to 12 consecutive months; or
- (d) engaged in self-employment in an occupation or work for reward or financial benefit, whether Full-time or Part-time or whether on a permanent or temporary basis.

“Group Takeover Terms” means the terms and conditions which you provide to us and request us to apply to the Employees of a Plan Participating Employer in order to take over the cover that was provided to them by the previous insurer, and which we agree to apply.

“Imprisoned” means being incarcerated in an Australian correctional services facility or an equivalent institution in another country.

“Individual Transfer Application” means an application acceptable to us by which an Eligible Person applies to transfer Previous Cover to this Policy under clause 3.8.

“Insurance Formula” means the method for determining the amount of Default Cover which we agree with you. The formula(s) will be set out in the Participation Certificate.

“Insured Amount” means the amount of Cover we agree to provide under this Policy. Where the context implies, a reference to an Insured Amount means the insured amount referable to a particular Insured Member, which may be a different amount for Death Cover and TPD Cover.

“Insured Legacy Member” means a Legacy Member who has death only or death and total and permanent disablement cover under a Legacy Policy immediately before the Changeover Date.

“Insured Member” means a person who has Cover under this Policy. A person becomes an Insured Member on the Cover Commencement Date.

“Interim Accident Benefit” is the lesser of:

- (a) the Insured Amount applied for in an application for Choose Your Own Cover or Voluntary Cover as applicable;
- (b) the difference between the Insured Amount applied for and any existing Choose Your Own Cover or Voluntary Cover as applicable;
- (c) the Maximum Benefit Level;
- (d) the amount which we would have accepted for the application, if we would have accepted the application; and
- (e) nil, if we would have declined the application.

“Intentional Self-Inflicted Acts” means an intentional or deliberate self-inflicted act, including but not limited to attempted suicide and suicide.

“Interim Accident Cover” means Cover provided in accordance with:

- (a) clause 3.5 whilst we assess an Eligible Person’s application for Choose Your Own Cover; or
- (b) section 8 of the Smart Choice Employer Tailored Terms whilst we assess an Eligible Person’s application for Voluntary Cover provided the Participation Certificate applicable to that person states that Voluntary Cover is available to them.

“Investment Choice” means an instruction to you by a Legacy Member as to which investment options in the Legacy Plan you were to invest the entirety, or a partial amount, of their account balance in the Legacy Plan.

“Legacy Changeover Cover” means either Lifestage Cover or Choose Your Own Cover provided in accordance with clause 3.1.9.

“Legacy Insured Amount” means the insured amount of cover which we provided under a Legacy Policy in respect of an Insured Legacy Member immediately before the Changeover Date, which may be a different amount for death cover and total and permanent disablement cover.

“Legacy Member” means a person who is a member of a Legacy Plan.

“Legacy Plan” means each of the sections or divisions in each of the following funds:

- (a) Retirement Portfolio Service
 - 1) ANZ Super Advantage Section;
 - 2) ANZ Superannuation Savings Account Section;
 - 3) Corporate Super Section; and
 - 4) OnePath MasterFund Section;
- (b) Oasis Superannuation Master Trust
 - 1) Employer Sponsored Members Division; and
 - 2) Personal Division.

“Legacy Policy” means each of the following policies:

- (a) Group Life Insurance Policy, Policy Number 6095780 (issued for ANZ Super Advantage);
- (b) Group Life Insurance Policy, Policy Number 6099444 (issued for Corporate Super);
- (c) Group Life Insurance Policy, Policy Number 6097695 (issued for Integra Super);
- (d) Group Life Insurance Policy, Policy Number 6094668 (issued for ANZ Superannuation Savings Account);
- (e) Group Life Insurance Policy, Policy Number 6099147 (issued for the Oasis Superannuation Master Trust – Employer Division); and
- (f) Group Life Insurance Policy, Policy Number 6099154 (issued for the Oasis Superannuation Master Trust – Personal Division).

“Legacy Policy Exclusion” means in relation to:

- (a) cover issued under Group Life Policy Number 6095780 (issued for ANZ Super Advantage), the exclusion contained in clause 4.1(c) which stated “to the extent that cover (or a portion of cover) for an insured member is accepted under clause 2.4, transfer terms in accordance with clause 2.5 or individual member insurance transfer terms in accordance with clause 2.5A, we may decline a claim in the event that the insured member’s death or total and permanent disability occurred due to an intention self-inflicted act that occurs within 13 months of the commencement of that cover”;
- (b) cover issued under Group Life Policy Number 6099444 (issued for Corporate Super), the exclusion contained in clause 4.3 which stated “to the extent that cover (or a portion of cover) for an insured member is not accepted under automatic acceptance in accordance with clause 2.4, transfer terms in accordance with clause 2.5 or the individual member insurance terms in accordance with clause 2.5A, we may decline a claim in the event that the insured member’s death or total and permanent disability occurred due to an intention self-inflicted act that occurs within 13 months of the commencement of that cover”;
- (c) cover issued under Group Life Policy Number 6097695 (issued for Integra Super), the exclusion contained in clause 4.3 which stated “to the extent that cover (or a portion of cover) for an insured member is accepted under clause 2.5, we may decline a claim in the event that the insured member’s death or total and permanent disability occurred due to an intention self-inflicted act that occurs within 13 months of the commencement of that cover”.

“Life Events Application” means an application form called “Life Events Cover Option Form” or however this form may be described through which persons can apply for an Insured Amount following the occurrence of a Specific Life Event.

“Life Events Cover” means additional Cover which we provide under this Policy in accordance with clause 3.6.

“Lifestage Cover” means Cover provided under clause 3.1, excluding Choose Your Own Cover provided under clause 3.1.9.

“Lifestage Cover Scale” is set out in Schedule 1.

“Lifestage Death and TPD Cover” means Lifestage Cover providing Death Cover and TPD Cover.

“Lifestage Death Cover” means Lifestage Cover providing Death Cover only.

“Lifestage Insured Amount” means the Insured Amount which is determined according to the Lifestage Cover Scale and the Insured Member’s Age Next Birthday as at the later of:

- (a) the Cover Commencement Date;
- (b) the most recent Annual Review Date; and
- (c) 17 March 2018.

"Limited Cover" means the Insured Member is only covered for claims arising from:

- (a) an illness which first become apparent; or
- (b) an injury which first occurred,

on or after the date Default Cover increased for the Insured Member.

"Maximum Benefit Entry Age" has the meaning contained in (a) or the Participation Certificate. If the Participation Certificate does not contain a Maximum Benefit Entry Age, it shall have the same meaning as that set out in Schedule 1.

"Maximum Benefit Level" has the meaning contained in (a).

"Maximum Individual Transfer Amount" has the meaning contained in (a).

"Maximum Terminal Illness Benefit" has the meaning contained in (a).

"Medical Consultation" means any activity undertaken for the detection, treatment or management by a Medical Practitioner or allied health provider of an illness, injury, medical condition or related symptom, including but not limited to the application of prescribed drugs or therapy (whether conventional or alternative).

"Medical Practitioner" means unless otherwise agreed by us:

- (a) a person who is legally and medically qualified and properly registered in Australia, and practising as a medical practitioner; or
- (b) where the cause of claim is mental health related, a person who is legally and medically qualified and properly registered in Australia as a practising psychiatrist; and
- (c) a person who is not related, or connected by personal relationship, to the relevant Insured Member or the Insured Member's business partner, associate, employer or employee.

"Member" means a person who is admitted to, and has not ceased to be a member of, the MySuper Division, the Employer-Investment Choice Division, the QBE MySuper Division or any other Smart Choice Division as may be agreed by us and you through a Participating Employer.

"Member Information" means the information in respect of an Insured Member including but not limited to the following:

- (a) name;
- (b) date of birth;
- (c) gender;
- (d) Occupational Category;
- (e) Cover;
- (f) State or Territory of residence (if applicable);
- (g) Salary (if relevant);
- (h) date joined Participating Employer;
- (i) Insurance Formula (if required);
- (j) date the Member first became eligible for Cover;
- (k) Premium paid for Death or TPD Cover;
- (l) basis of Cover;
- (m) Smoking Status, if relevant; and
- (n) Insured Amount of Cover.

"Membership Category" means a category of membership which:

- (a) is set out in the relevant Participation Certificate; or
- (b) if there is no Participation Certificate, or the relevant Participation Certificate does not specify a membership category - a category of membership which was established under a Legacy Policy where the Insured Member has Default Cover issued under clause 3.2.1.

“Minimum Average Hours” means 15 hours per week averaged over either of the following periods:

- (a) where the person is not absent from work as at the day immediately prior to the Event Date, the six consecutive months immediately prior to the Event Date including any period that the person was not working or Gainfully Working; or
- (b) where the person is on paid or unpaid Employer Approved Leave as at day immediately prior to the Event Date, the six consecutive months immediately prior to the start date of the paid or unpaid Employer Approved Leave.

“Minimum Benefit Entry Age” has the meaning contained in (a) or the Participation Certificate. If the Participation Certificate does not contain a Minimum Benefit Entry Age, it shall have the same meaning as that set out in Schedule 1.

“MySuper Division” means the MySuper Division of Smart Choice.

“New Events Cover” means Cover for any illness or injury, other than an illness or injury which has directly or indirectly caused the Insured Member to be Not At Work on the day their Lifestage Cover commences.

“New Member” means an Insured Member who satisfies both (a) and (b) below:

- (a) as at the PDS Date, is not insured for any amount of TPD Cover or you have not received an application from the person for Voluntary Cover or Choose Your Own Cover; and
- (b) the Insured Member’s TPD Cover commenced after the PDS Date.

“Not At Work” has the meaning given to it in the definition of “At Work” above.

“Notification Date” means the later of:

- (a) the date after we receive the Insured Member’s, or Participating Employer’s, request whichever the case may be; and
- (b) the date specified in the Insured Member’s, or Participating Employer’s, request whichever the case may be.

“Occupational Category” means any of the following occupational categories and in relation to an Insured Member means the occupational category which applies at the time their Cover commences or recommences in respect of them or the time their application to alter their occupational classification is accepted:

“white collar” – means the duties of the Member’s occupation are limited to professional, administrative, clerical, secretarial, or similar deskbound (sedentary) tasks that do not involve manual work and are undertaken entirely (or at least 80%) within an office environment;

“standard” – means the Member’s work includes some degree of manual labour usually conducted outside an office environment. It also includes supervisors of blue collar workers whose supervising duties may include up to 10% of time on light manual work, certain skilled technicians involved in light manual work, or fully qualified trades people; and

“heavy blue” – means the Member’s work involves skilled or semi-skilled work and the tasks do not expose the Member to high risks via accidents or health hazards.

“Occupational Category Premium Loading Factor” that applies to each Occupational Category is set out in Schedule 1.

“Occupation Questions” means the questions we may advise you apply from time to time in order for an Eligible Person to change their Occupational Category.

“On Risk Letter” means a written letter issued by us confirming our agreement to provide Tailored Cover.

“PDS Date” has the meaning given in Schedule 1.

“Participating Employer” means an employer that you have admitted to Smart Choice in accordance with the Trust Deed or who makes contributions (including Employer Contributions) to Smart Choice on behalf of an Employee who is a Member, wholly or partly pursuant to a written agreement between you and the employer.

“Participation Certificate” means a document we issue which contains any specific terms and conditions in respect of an Employer Plan of a Plan Participating Employer. This document will be:

- (a) a document titled “Participation Certification”; or
- (b) in the absence of a document titled “Participation Certificate”, a document signed by the Plan Participating Employer and titled “Quotation Summary”; or
- (c) in the absence of a document described in (a) or (b) above, a category mapping document or plan operating manual generated from the data in the administration system registry; or
- (d) in the absence of a document described in (a), (b) or (c) above, any document the parties agree to be a Participation Certificate.

“Participation Date” means the date the Fund becomes the default fund under Choice of Fund Legislation for the Participating Employer.

“Part-time” means a person is working less than 30 hours per week.

“Pension Division” means the Pension Division of ANZ Smart Choice Super and Pension.

“Plan Participating Employer” means a Participating Employer:

- (a) which has established an Employer Plan where we provide Default Cover to its Employees;
- (b) who is stated in the Participation Certificate; and
- (c) is employing Eligible Persons.

“Policy” means this policy with policy number 6102164, which contains terms and conditions of Cover which we agree to provide under the MySuper Division, Employer-Investment Choice Division, the QBE MySuper Division or any other Smart Choice Division as may be agreed by us and you through a Participating Employer, including the terms and conditions contained in any one or more of the following, as applicable:

- (a) the Schedules;
- (b) any Endorsement;
- (c) any other written documentation containing specific terms and conditions of this Policy which apply to a particular Insured Member, including but not limited to a Participation Certificate or Decision Note.

“Policy Start Date” has the meaning contained in (a).

“Pre-Existing Condition” means an injury, illness, condition or related symptom, whether it was diagnosed by a Medical Practitioner or not, which in our opinion:

- (a) the Insured Member (or a reasonable person in his or her position) was aware of, or should have been aware of;
- (b) the Insured Member had, or was intending to have, a Medical Consultation in respect of; or
- (c) a reasonable person in the circumstances of the Insured Member would have had a Medical Consultation in respect of.

“Pre-Existing Condition Exclusion” means the exclusion in clause 7.8.

“Premium” means the total cost of Cover in respect of an Insured Member which is calculated using the Premium Rates.

“Premium Due Date” means the day Premium is due under clause 8.3.

“Premium Guarantee Period” has the meaning set out in Schedule 1 or in any Participation Certificate we issue in respect of a Plan Participating Employer, or means any other any other time period the parties otherwise agree in writing.

“Premium Rates” are the rates with respect to Cover, which are agreed between you and us from time to time and contained in:

- (a) (a); or
- (b) an applicable Participation Certificate or another form of document or record in our system.

“Previous Cover” means death only or death and total and permanent disablement cover for an Insured Member provided:

- (a) by any insurer, including us,
- (b) through a superannuation fund other than the Fund, or through a Section of the Fund other than Smart Choice; and
- (c) through a group policy only, where we are the insurer of the cover. Previous Cover does not include cover held by the Member through a retail or individual policy we have issued.

“QBE MySuper Division” has the same meaning as given in the Trust Deed.

“Retail Division” means the Retail Division of Smart Choice.

“Salary” means where the Insured Member is Gainfully Working, the annual cash salary remuneration which the Insured Member received from his or her Participating Employer, in respect of the Insured Member’s personal exertion as limited by the “salary” last advised to you or us and for which Premium has been paid to us.

Salary may also include all or a combination of the following components as set out in the Plan Participating Employer's Participation Certificate:

- (a) regular overtime (averaged over the previous 3 years, or since the Insured Member commenced employment with the participating employer, if less);
- (b) the monetary value of non-cash benefits or fringe benefits provided by the Insured Member's Employer in direct substitute of salary;
- (c) performance related commission, bonuses and other monetary benefits, averaged over the previous 3 years or since the Insured Member started his or her current occupation with the Participating Employer, if less; or
- (d) other components as agreed between you and us as confirmed in the Participation Certificate.

"Schedules" means the Schedules attached to this Policy, as amended from time to time.

"Short-Form Maximum Benefit Level" has the meaning contained in the (a).

"Short-Form Personal Health Statement" means an application form issued by us for the purposes of Underwriting applications for Cover with an Insured Amount equal to or less than the Short-Form Maximum Benefit Level.

"Smart Choice" means the ANZ Smart Choice Super and Pension Section of the Fund.

"Smart Choice Division" has the same meaning as given in the Trust Deed.

"Smart Choice Employer Tailored Terms" means the specific terms and conditions contained in Schedule 4 and any relevant Participation Certificate.

"Smart Choice Retail Policy" means the retail life policy for the ANZ Smart Choice Super and Pension Section of the Fund, with policy number 6102313.

"Smoking Status" means either smoker or non-smoker.

"Special Acceptance Terms" means any conditions, exclusions and Premium loadings which we apply in respect of a person. Any Special Acceptance Terms will be set out in the Insured Member's Decision Note.

"Specific Life Event" means:

- (a) the marriage of the Insured Member;
- (b) the birth or adoption of a child by the Insured Member or Insured Member's spouse;
- (c) a child of the Insured Member starting secondary school;
- (d) taking out a mortgage with an Accredited Mortgage Provider for the purchase of the Insured Member's first home.

"Tailored Corporate Plan" means an employer plan created in a Legacy Plan, through which Employees of that employer who met the eligibility criteria were provided death cover only or death and total and permanent disablement cover according to terms of the special arrangement agreed between you and us under the Legacy Policy.

"Tailored Cover" means Default Cover only, Voluntary Cover only or a combination of the two, as the context may indicate.

"Terminally Ill" or **"Terminal Illness"** means Terminally Ill Definition 1 or Terminally Ill Definition 2, as applicable.

"Terminally Ill Definition 1" means a condition where:

- (a) the Insured Member is certified by two Medical Practitioners (one of whom must be a specialist Medical Practitioner, and one of whom must be appointed by us if we require) as having an illness which is likely to lead to the Insured Member's death within 24 months from the date of the medical certificate, despite reasonable medical treatment (an Insured Member will be considered to be Terminally Ill on the date of the latest medical certificate satisfactory to us); and
- (b) in our opinion, based on the medical certificates referred to in (a) above and other evidence available to us, the Insured Member is suffering from an illness, which is likely to lead to the Insured Member's death within 24 months from the date of the latest medical certificate satisfactory to us, despite reasonable medical treatment; and
- (c) for each of the certificates referred to in paragraph (a), the certification period has not ended.

“Terminally Ill Definition 2” means a condition where:

- (a) the Insured Member is certified by two Medical Practitioners (one of whom must be a specialist Medical Practitioner, and one of whom must be appointed by us if we require) as having an illness which is likely to lead to the Insured Member’s death within 12 months from the date of the medical certificate, despite reasonable medical treatment (an Insured Member will be considered to be Terminally Ill on the date of the latest medical certificate satisfactory to us); and
- (b) in our opinion, based on the medical certificates referred to in (a) above and other evidence available to us, the Insured Member is suffering from an illness, which is likely to lead to the Insured Member’s death within 12 months from the date of the latest medical certificate satisfactory to us, despite reasonable medical treatment; and
- (c) for each of the certificates referred to in paragraph (a), the certification period has not ended.

“Terminal Illness Benefit” means a Benefit equal to the Insured Amount of Death Cover as at the Claim Incurred Date, up to the Maximum Terminal Illness Benefit.

“Third Premium Due Date”, in respect of an Insured Member, means the third Premium Due Date after the relevant Cover for the Insured Member starts, or is due to start, under clause 4.

“Total Premium” means the total amount of Premium payable to us under the Policy for all Insured Members for the period of Cover provided.

“TPD Benefit” means a Benefit equal to the Insured Amount of TPD Cover in force as at the Insured Member’s Event Date.

“TPD Cover” means the cover which we agree to provide for Total and Permanent Disablement in respect of an Insured Member under this Policy.

“Totally and Permanently Disabled”, “Total and Permanent Disablement”, or “TPD” means TPD Definition 1 or TPD Definition 2.

“TPD Definition 1” means:

In our opinion based on medical or other evidence satisfactory to us, solely because of injury or illness, the Insured Member:

- (a) has ceased working for at least six consecutive months from the Event Date; and
- (b) as at the Date of Disablement is unlikely ever to return to any Gainful Employment for which he or she is reasonably qualified by education, training or experience.

“TPD Definition 2” means:

Where the Insured Member is an Existing Member - In our opinion based on medical or other evidence satisfactory to us, solely because of injury or illness, the Insured Member:

- (a) as at the Event Date, or such later date as we may agree in writing, is totally and irreversibly unable to perform, without the assistance of another adult person or suitable aids, at least two of the Activities of Daily Living; and
- (b) is unlikely ever to engage in any Gainful Employment for which he or she is reasonably qualified by education, training or experience.

OR

Where the Insured Member is a New Member - In our opinion based on medical or other evidence satisfactory to us, solely because of injury or illness, the Insured Member:

- (a) as at the Event Date, or such later date as we may agree in writing, is totally and irreversibly unable to perform at least two of the Activities of Daily Living:
 - (i) without the assistance of another adult person; and
 - (ii) even with the use of suitable aids; and
- (b) is unlikely ever to engage in any Gainful Employment for which he or she is reasonably qualified by education, training or experience.

“Transfer Date” means the date stated in the Participation Certificate as the transfer date where Group Takeover Terms apply.

“Transferring Member” means a person:

- (a) insured under a previous group insurance policy immediately prior to the Transfer Date; and
- (b) who is an Eligible Person whose cover will transfer to us from the Transfer Date.

"Trust Deed" means the trust deed for the Fund dated 1 September 1992, as amended from time to time.

"TTR Division" means the Transition to Retirement Division of Smart Choice.

"Underwriting" or "Underwritten" means assessment of an applicant's eligibility for Cover.

"Underwriting Rules" means the rules that we apply for Underwriting, including, but not limited to, any documented OnePath underwriting rules or guidelines, any reinsurer underwriting rules or guidelines, any compliance documentation or documented underwriting philosophy or statement, or any applicable guidance note issued by the Financial Services Council with which we must comply. We may vary these guidelines at our sole discretion, from time to time.

"Uninsured Legacy Member" means a Legacy Member who has no insurance cover under a Legacy Policy.

"Voluntary Cover" means Cover provided under clause 3.2.1, clause 3.4 or section 7 of Schedule 4.

"Visa" means a current and valid visa permitting residency (excluding a Visa allowing permanent residency in Australia) or employment in Australia and issued in accordance with the *Migration Act 1958* (Cth) or any amending or replacing act, including but not limited to sub class 457 working visa or sub class 457 working visa (with an 8107 condition).

"War" includes, but is not limited to:

- (a) declared war, and armed aggression by one or more countries resisted by any country, combination of countries or international organisations; or
- (b) participation in an action to defend a country or region from civil disturbance or insurrection, or in an effort to maintain peace.

SCHEDULE 1 – POLICY SCHEDULE

Policy Number:	6102164		
Policy Owner:	OnePath Custodians Pty Limited ABN 12 008 508 496, AFSL 238346		
Policy Start Date:	11 November 2013		
Minimum Benefit Entry Age:	Death Cover: 15 years old Total and Permanent Disablement Cover: 15 years old Interim Accident Cover: 15 years old		
Maximum Benefit Entry Age:	Death Cover: 65 years old Total and Permanent Disablement Cover: 65 years old Interim Accident Cover: 65 years old		
Benefit Expiry Age:	Death Cover: 75 years old Total and Permanent Disablement Cover: 65 years old		
Lifestage Cover Scale:	Age Next Birthday	Death Cover (Insured Amount) (\$)	TPD Cover (Insured Amount) (\$)
	16–20	80,000	180,000
	21–25	100,000	200,000
	26–30	120,000	220,000
	31–35	200,000	250,000
	36–45	300,000	300,000
	46–50	195,000	195,000
	51–55	150,000	150,000
	56	100,000	100,000
	57	100,000	90,000
	58	100,000	80,000
	59	100,000	70,000
	60	80,000	60,000
	61	60,000	50,000
	62	40,000	40,000
	63	40,000	30,000
	64–65	40,000	20,000
	66–75	35,000	NIL
Maximum Benefit Level:	Death Cover: unlimited TPD Cover: \$3,000,000		
Maximum Terminal Illness Benefit:	\$2,500,000		
Short-Form Maximum Benefit Level for Choose Your Own Cover or Voluntary Cover:	Death Cover: \$1,000,000 TPD Cover: \$1,000,000		
Maximum Individual Transfer Amount	\$1,000,000 where the Individual Transfer Application is made using the paper form. Where the Individual Transfer Application is made electronically, an amount to be agreed by the parties in writing.		

Annual Review Date:	1 July each year
Premium Guarantee Period:	Two years starting on 17 March 2018
Statutory Fund:	Statutory Fund No. 3
PDS Date:	25 May 2015

Annual Premium Rates for Lifestage Cover and Choose Your Own Cover

Age Next Birthday	Annual Premium Rates per \$1000 Insured Amount: based on "White Collar" Occupation Category, Standard Cover, including stamp duty							
	Choose Your Own Cover				Lifestage Cover			
	Female		Male		Female		Male	
	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)
16	0.33	0.28	0.82	0.28	0.31	0.26	0.77	0.26
17	0.33	0.28	0.82	0.28	0.31	0.26	0.77	0.26
18	0.33	0.28	0.82	0.28	0.31	0.26	0.77	0.26
19	0.33	0.28	0.82	0.28	0.31	0.26	0.77	0.26
20	0.33	0.28	0.82	0.28	0.31	0.26	0.77	0.26
21	0.32	0.30	0.78	0.30	0.30	0.28	0.73	0.28
22	0.30	0.30	0.73	0.30	0.28	0.28	0.68	0.28
23	0.29	0.31	0.69	0.31	0.27	0.29	0.65	0.29
24	0.26	0.31	0.64	0.31	0.25	0.29	0.60	0.29
25	0.25	0.33	0.61	0.33	0.24	0.30	0.57	0.30
26	0.24	0.35	0.59	0.35	0.22	0.33	0.56	0.33
27	0.22	0.38	0.55	0.38	0.21	0.35	0.52	0.35
28	0.22	0.40	0.54	0.40	0.21	0.38	0.51	0.38
29	0.21	0.40	0.53	0.40	0.20	0.38	0.49	0.38
30	0.21	0.43	0.52	0.43	0.20	0.40	0.48	0.40
31	0.22	0.44	0.50	0.44	0.21	0.41	0.47	0.41
32	0.24	0.44	0.50	0.44	0.22	0.41	0.47	0.41
33	0.25	0.44	0.52	0.44	0.23	0.41	0.48	0.41
34	0.28	0.44	0.52	0.44	0.26	0.41	0.48	0.41
35	0.32	0.48	0.55	0.48	0.30	0.45	0.52	0.45
36	0.33	0.50	0.57	0.50	0.31	0.47	0.53	0.47
37	0.37	0.53	0.58	0.53	0.35	0.49	0.54	0.49
38	0.40	0.58	0.59	0.58	0.37	0.54	0.56	0.54
39	0.43	0.61	0.64	0.61	0.40	0.57	0.59	0.57
40	0.47	0.65	0.68	0.65	0.44	0.61	0.63	0.61
41	0.51	0.70	0.73	0.70	0.48	0.66	0.69	0.66
42	0.57	0.77	0.79	0.77	0.53	0.72	0.74	0.72
43	0.61	0.85	0.89	0.85	0.58	0.79	0.83	0.79

Age Next Birthday	Annual Premium Rates per \$1000 Insured Amount: based on "White Collar" Occupation Category, Standard Cover, including stamp duty							
	Choose Your Own Cover				Lifestage Cover			
	Female		Male		Female		Male	
	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)	Death (\$)	TPD (\$)
44	0.64	0.90	0.97	0.90	0.60	0.84	0.91	0.84
45	0.67	0.96	1.07	0.96	0.63	0.90	1.00	0.90
46	0.70	1.04	1.16	1.04	0.66	0.97	1.08	0.97
47	0.73	1.12	1.26	1.12	0.68	1.05	1.18	1.05
48	0.79	1.20	1.36	1.20	0.74	1.13	1.27	1.13
49	0.83	1.31	1.46	1.31	0.78	1.23	1.36	1.23
50	0.89	1.41	1.59	1.41	0.83	1.32	1.49	1.32
51	0.99	1.67	1.72	1.67	0.92	1.56	1.61	1.56
52	1.09	1.97	1.84	1.97	1.02	1.84	1.73	1.84
53	1.19	2.31	2.00	2.31	1.11	2.16	1.87	2.16
54	1.29	2.73	2.14	2.73	1.20	2.56	2.01	2.56
55	1.40	3.20	2.30	3.20	1.31	2.99	2.15	2.99
56	1.53	3.54	2.49	3.54	1.43	3.31	2.33	3.31
57	1.66	3.94	2.67	3.94	1.55	3.68	2.50	3.68
58	1.80	4.39	2.90	4.39	1.69	4.11	2.72	4.11
59	1.94	4.92	3.16	4.92	1.82	4.61	2.96	4.61
60	2.09	5.52	3.43	5.52	1.95	5.17	3.21	5.17
61	2.23	6.19	3.76	6.19	2.09	5.79	3.52	5.79
62	2.43	6.93	4.06	6.93	2.27	6.49	3.80	6.49
63	2.67	7.72	4.39	7.72	2.50	7.23	4.11	7.23
64	2.97	8.61	4.73	8.61	2.78	8.06	4.43	8.06
65	3.33	10.04	5.09	10.04	3.12	9.40	4.76	9.40
66	3.72		5.68		3.48		5.32	
67	4.29		6.51		4.02		6.09	
68	4.97		7.40		4.66		6.92	
69	5.68		8.47		5.32		7.93	
70	6.51		9.56		6.09		8.95	
71	7.26		10.88		6.79		10.19	
72	8.10		12.01		7.58		11.24	
73	9.01		13.22		8.44		12.38	
74	10.05		14.52		9.40		13.59	
75	10.98		15.90		10.28		14.88	

Occupational Category Premium Loading Factor

Occupation Factors

Occupational Category	Death factor	TPD factor
White Collar	1.00	1.00
Standard	1.30	1.75
Heavy Blue	1.70	3.40

SCHEDULE 2 – DUTY OF DISCLOSURE

Your duty of disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If the insurance is for the life of another person and that person does not tell us everything he or she should have, this may be treated as a failure by you to tell us something that you must tell us.

If you do not tell us something

In exercising the following rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover.

If you do not tell us anything you are required to, and we would not have insured you if you had told us, we may avoid the contract within 3 years of entering into it.

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

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

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

SCHEDULE 3 – SPECIFIC LIFE EVENT

Specific Life Event	Evidence Required
1. The Insured Member's marriage.	Copy of the Marriage Certificate in respect of a marriage recognised under the <i>Marriage Act 1961</i> .
2. The Insured Member or their spouse gives birth to or adopts a child.	Copy of the birth certificate for the child or the adoption documentation.
3. The Insured Member's child starting secondary school.	A certified copy of a letter of admission to the school the dependent child will be attending and a certified copy of the birth certificate, passport or adoption documentation and evidence of change of name where applicable.
4. The Insured Member taking out a mortgage with an Accredited Mortgage Provider for the purchase of the insured member's first home.	Written confirmation from the Insured Member's Accredited Mortgage Provider(s) of: <ul style="list-style-type: none"> (i) the amount and effective date of the mortgage, where the Insured Member takes out a new mortgage; or (ii) the amount of the mortgage immediately preceding the increase, the effective date of the increase; and <ul style="list-style-type: none"> (iii) the current level of the increased mortgage, where the life insured increases their mortgage, whether with an existing or different mortgage provider.

SCHEDULE 4 – SMART CHOICE EMPLOYER TAILORED TERMS

Section 1. Provision of Tailored Cover

- 1.1 The provision of Tailored Cover is subject to the following conditions:
 - (a) the Fund must be the default fund under Choice of Fund Legislation for the Plan Participating Employer;
 - (b) we are the only insurer under the Employer Plan;
 - (c) the Membership Categories within the Employer Plan must be clearly defined;
 - (d) the Insurance Formula applicable to each Membership Category must be clearly defined; and
 - (e) there must be at least 50 Insured Members covered in the Employer Plan at any time, unless we agree otherwise in writing.
- 1.2 The provision of Default Cover is subject to the following conditions:
 - (a) from the Employer Plan's Start Date, all employees of the Plan Participating Employer must join the Employer Plan from the date they start Gainful Employment with the Plan Participating Employer, subject to election under Choice of Fund Legislation; and
 - (b) at all times at least 75% of all Employees of the Plan Participating Employer must be Insured Members of the Employer Plan, subject to election under Choice of Fund Legislation.
- 1.3 If the condition in section 1.2(b) is not satisfied at any time, including without limitation, the Employer Plan's Start Date, the installation date for the Employer Plan or any Annual Review Date, we may amend the terms that apply to the Employer Plan, including the Premium Rates.
- 1.4 If an Employer Plan has Tailored Cover at the Employer Plan's Start Date it is set out in the relevant Participation Certificate.

Section 2. Eligibility Criteria for Tailored Cover

2.1 An Employee of a Plan Participating Employer is eligible for Tailored Cover on or after the Employer Plan's Start Date if:

- (a) on the day their Cover is to start:
 - (i) they are aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age;
 - (ii) they are either:
 - A. an Australian Resident (for Interim Accident Cover, the Australian Resident must also reside in Australia); or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) for Default Death Cover, they have not had a claim admitted, are not in the process of claiming, are not in receipt of, are not in a waiting period for (if a waiting period applies), have not been paid, and are not entitled to be paid, a benefit for terminal illness or total and permanent disablement, under the Policy or any other policy issued by us or another insurer or from a superannuation fund;
 - (iv) for Default Death and TPD Cover:
 - A. they have not had a claim admitted, are not in the process of claiming, are not in receipt of, are not in a waiting period for (if a waiting period applies), have not been paid, and are not entitled to be paid, a benefit for terminal illness or total and permanent disablement, under the Policy or any other policy issued by us or another insurer or from a superannuation fund; and
 - B. they are not in the process of claiming, are not in receipt of, are not in a waiting period for (if a waiting period applies), and are not entitled to be paid, any income support type benefit from any source, including but not limited to workers' compensation benefits, statutory motor accident benefits or income protection type benefits (including government income support benefits of any kind and benefits from a superannuation fund);
 - (v) they do not have any existing Tailored Cover under their Account, excluding Tailored Cover we provide for that person in a different Account with respect to a different Participating Employer; and
 - (vi) they satisfy any other terms governing eligibility for Tailored Cover specified in the Participation Certificate; and
- (b) subject to section 2.2, on the 180th day after the day their Cover is to start:
 - (i) the person is a Member;
 - (ii) you have received all the information we require to administer Default Cover for the Eligible Person;
 - (iii) the first Employer Contribution for the person has been made;
 - (iv) the person's Account balance plus any amount previously paid to us under clause 8.3.2 for the Default Cover, is sufficient to pay Premium for the 180 days since the person started working for the Participating Employer, since the Employer Plan's Start Date or since the Transfer Date (as applicable); and
 - (v) Smart Choice is the fund receiving, or to receive, superannuation guarantee contributions for the person from their Participating Employer.

2.2 If a person dies, becomes Terminally Ill or becomes Totally and Permanently Disabled within 180 days of the day their Tailored Cover is due to start, the person will satisfy section 2.1(b) if all the requirements of section 2.1(b) are met on the day you submit the relevant claim, rather than the 180th day after their Cover is due to start. In addition, if the relevant person dies, section 2.1(b)(iv) is satisfied if the person's Account balance is sufficient, on the day you claim, to pay the Premium from the day Cover is due to start to the date of death.

2.3 A person can only be accepted for Default Cover under an Employer Plan's Automatic Acceptance Limit once in relation to their Account.

2.4 If a person does not satisfy any one or more conditions required under section 2.1, the person is not eligible for Default Cover. The person will not be eligible for Default Cover in the future. If they wish to have Cover, they must apply for Voluntary Cover under section 7 of Schedule 4.

Section 3. Commencement of Default Cover under clause 3.2 and 3.4

- 3.1 Tailored Cover starts on:
- (a) the Changeover Date, where we provide Tailored Cover under clause 3.2.1;
 - (b) the day the Eligible Person starts work with the Plan Participating Employer, where we provide Cover under clause 3.2.3;
 - (c) the Employer Plan's Start Date, where we provide Tailored Cover under clause 3.4, the Eligible Person is an existing Employee of the Plan Participating Employer on the Employer Plan's Start Date and Group Takeover Terms do not apply;
 - (d) the Transfer Date, where we provide Tailored Cover under clause 3.4, the Eligible Person is a Transferring Member and Group Takeover Terms apply; and
 - (e) the day the Eligible Person starts work with the Participating Employer, where we provide Default Cover under clause 3.4 and the person became an Employee of the Participating Employer on or after the Employer Plan's Start Date.

Section 4. Limitations on Default Cover

- 4.1 Despite any other condition in this Policy, if an Eligible Person was Not At Work on the day their Default Cover commences under section 3, their Default Cover will be subject to the Pre-Existing Condition Exclusion. If the Insured Member returns to work and is At Work for 30 consecutive days, we will remove the Pre-Existing Condition Exclusion from the Insured Member's Default Cover on the day immediately after the expiry of this 30 day period.
- 4.2 Despite any other condition in this Policy, if a person;
- (a) is eligible to receive;
 - (b) has received; or
 - (c) has lodged a claim or has a claim pending for;
- a total and permanent disablement benefit from any insurer or superannuation fund before their Default Cover commences, the person will only be entitled to Default Cover which is Death Cover only under this Policy.
- 4.3 Despite any other condition in this Policy, if a person;
- (a) is eligible to receive;
 - (b) has received; or
 - (c) has lodged a claim or has a claim pending for;
- a terminal illness benefit from any insurer or superannuation fund before their Default Cover commences, that person is not entitled to any Default Cover under this Policy.
- 4.4 Any Default Cover issued in breach of section 4.2 or section 4.3 will be void from the date such Default Cover was to commence, and any Premium paid for such Default Cover will be refunded.

Section 5. Insured Amount of Tailored Cover and Changes in Default Cover

- 5.1 The Insured Amount of Tailored Cover that comes into effect for a person is as set out in clause 5.4.
- 5.2 Subject to sections 5.3 and 5.4 below, an Insured Member's Default Cover will change each Annual Review Date in accordance with the Insurance Formula applicable to their Membership Category.
- 5.3 If at the Annual Review Date, or at any other time after the Employer Plan's Start Date, the Insured Amount of Default Cover in respect of an Insured Member exceeds the AAL due to a Salary increase, any portion of the Default Cover in excess of the AAL is subject to full Underwriting and our written acceptance.
- 5.4 An Insured Member must be At Work on the Annual Review Date for their Default Cover to increase in accordance with the Insurance Formula applicable to their Membership Category.
- 5.5 If an Insured Member does not satisfy section 5.4, any increase in Default Cover will be Limited Cover. The Insured Member's Limited Cover will apply until they have been At Work for a period of at least four consecutive weeks. When Limited Cover ceases, it becomes Full Cover.
- 5.6 The increase in the Default Cover is up to the lesser of:
- (a) the AAL; and
 - (b) 25% of the Insured Member's Default Cover on the day immediately prior to the Annual Review Date.
- 5.7 Where the Default Cover changes due to a change in the Insured Member's Salary notified to you on a day other than the Annual Review Date, the effective date of the change in the Default Cover is the day the Employer notifies you of the change.

Section 6. When we can change the AAL for an Employer Plan

- 6.1 Subject to section 6.3, an Employer Plan's AAL will not change for the duration of the Premium Guarantee Period.
- 6.2 We can vary an Employer Plan's AAL at any time after the expiry of the Premium Guarantee Period if we give you 120 days' written notice.
- 6.3 We may vary the Employer Plan's AAL during the Premium Guarantee Period where:
- (a) Australia, New Zealand or the Insured Member's country of residence is involved in War, whether declared or not and we provide you written notice of such a change, in which case we will give you immediate written notice and the effective date of such a change would be 60 days from the date of our written notice to you;
 - (b) a change to the Premium Rate is required in respect of Cover provided for any or all Insured Members due to any change to past, current or future Government charges relating to the Policy, in which case we will give you immediate written notice and any change would be effective from the effective date of the change in Government charges even if that change precedes any written notice we provide to you;
 - (c) any new, or increase in a, Federal, State or Territory government tax, levy, charge, impost, fee, deduction, goods and services tax or withholding, which is assessed, levied, imposed or collected in relation to this Policy and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above;
 - (d) any change in the basis on which a stamp duty amount is calculated or where there is a change to a stamp duty rate which occurs after the Cover Commencement Date;
 - (e) any new expenses we incur in administering any function required of us by a Federal, State or Territory government under any legislation in relation to this Policy;
 - (f) you undertake any restructure of the current Fund arrangements, including a merger, takeover or other such event;
 - (g) there is a:
 - (i) change of 20% or more in the number of Insured Members;
 - (ii) change of 20% or more in the average age of Insured Members;
 - (iii) change of 20% or more in the male/female percentage split of Insured Members; or
 - (iv) change of 20% or more in the occupational profile of Insured Members,since the start of the Premium Rate Guarantee Period, and where we determine that such a change has a 5% or more impact on the expected claims cost. Any such change would be subject to us providing you with at least three months' notice.
 - (h) following the expiration of 12 months from the Policy Start Date, if in the opinion of our Appointed Actuary (acting in good faith and despite our best endeavours), we are unable to secure reinsurance in respect of this Policy for the duration of the Premium Guarantee Period;
 - (i) on substantially similar rates and terms contained within Addendum No. 4 to the Internal Master Trust Reinsurance Agreement made between OnePath Life Limited and Swiss Re Life and Health Australia Limited, the incumbent reinsurer for the Legacy Policies;
 - (ii) due to the incumbent reinsurer for this Policy no longer wishing to provide reinsurance terms; or
 - (iii) due to the incumbent reinsurer for this Policy proposing to provide reinsurance terms at an increased premium of 10% or more.
- 6.4 When an AAL increases, the higher AAL will apply to all existing Insured Members irrespective of whether an Insured Member has had an application for Tailored Cover above the previous lower AAL declined, excluded or loaded for Default Cover. Any Special Acceptance Term that previously applied to Default Cover above the lower AAL will only apply to Default Cover above the new higher AAL.

Section 7. Voluntary Cover

7.1 Whilst in an Employer Plan:

- (a) an Eligible Person may apply for Voluntary Cover if the Participation Certificate states that it is available to them or we otherwise agree with you to allow that person to apply for Voluntary Cover; and
- (b) an Insured Member may apply to increase or vary their Voluntary Cover if the Participation Certificate states that it is available to them or we otherwise agree with you to allow that Insured Member to increase or vary their Voluntary Cover; and
- (c) an Eligible Person of an Employer Plan who previously opted out of Default Cover may apply for Cover with an Insured Amount calculated in accordance with the Default Cover Insurance Formula which applies to their Employer Plan, or Cover with a fixed dollar amount. They must submit a Full Personal Health Statement, and their application for Cover is subject to Underwriting.

7.2 If we accept an application for Voluntary Cover without any Special Acceptance Terms, it commences on the Acceptance Date, as long as the Premium for the new Voluntary Cover required to cover the number of days from the Acceptance Date to the Third Premium Due Date, is paid by the Third Premium Due Date.

7.3 If the Premium is not paid as required under section 7.2, the Voluntary Cover will not start. Any Cover the Member held immediately before the Acceptance Date continues, including any Special Acceptance Terms that applied to that Cover.

7.4 For the avoidance of doubt, if a person dies, becomes Terminally Ill or becomes TPD before the Third Premium Due Date, the new Voluntary Cover for the person will start as set out in section 7.2, if you pay us by the Third Premium Due Date, an amount for the Voluntary Cover sufficient to cover Premium for the number of days from the day the Voluntary Cover is due to start to the Third Premium Due Date, or to the date of death if the Member has died.

7.5 If we accept an application for Voluntary Cover for an Insured Member, but subject to Special Acceptance Terms, the Voluntary Cover will not start unless the Member accepts the Special Acceptance Terms in writing. We will notify the Member in writing of those Special Acceptance Terms and ask the Member, if they accept the Special Acceptance Terms, to return their signed acceptance within 21 days of the Acceptance Date.

7.6 Voluntary Cover that is subject to Special Acceptance Terms starts on the Acceptance Date, as long as we receive:

- (a) the Member's signed acceptance of the Special Acceptance Terms within 21 days of the Acceptance Date; and
- (b) the Premium for the Voluntary Cover required to cover the number of days from the Acceptance Date to the Third Premium Due Date, by the Third Premium Due Date.

7.7 Voluntary Cover that we accept only with Special Acceptance Terms does not start if one or both of sections 7.6(a) and (b) are not satisfied, including if:

- (a) the Member rejects the Special Acceptance Terms;
- (b) we don't receive the Member's signed acceptance of the Special Acceptance Terms within 21 days of the Acceptance Date;
- (c) we receive the Member's signed acceptance of the Special Acceptance Terms more than 21 days after the Acceptance Date; or
- (d) we don't receive the Premium for the new Voluntary Cover, required to cover the number of days from the Acceptance Date to the Third Premium Due Date, by the Third Premium Due Date.

If Voluntary Cover does not start under section 7.6, the Member's Cover immediately before the Acceptance Date (if any) continues, including any Special Acceptance Terms that applied to that Cover. We will refund any Premium paid for the Voluntary Cover applied for.

For the avoidance of doubt, if a person dies, becomes Terminally Ill or becomes TPD before the Third Premium Due Date, the new Voluntary Cover for the person will start as set out in section 7.6, if you pay us by the Third Premium Due Date, an amount for the Voluntary Cover sufficient to cover Premium for the number of days from the day the Voluntary Cover is due to start to the Third Premium Due Date, or to the date of death if the Member has died.

7.8 If we receive the Member's signed acceptance of the Special Acceptance Terms later than 21 days after the Acceptance Date, the Voluntary Cover does not start on the Acceptance Date. However we may agree to start the Voluntary Cover on a later date. We may require evidence of health and other information from the Insured Member. If we agree to start the Voluntary Cover at a later date, we will notify you of the Voluntary Cover start date in writing.

7.9 If Voluntary Cover is provided subject to Special Acceptance Terms, we will set out the Special Acceptance Terms in a Decision Note for the Member, together with the start date of the Voluntary Cover.

7.10 If we accept an application for Voluntary Cover, the Voluntary Cover is in addition to any existing Cover that the Insured Member holds.

- 7.11 If Voluntary Cover is provided subject to a Special Acceptance Term, the Special Acceptance Term will apply to the Insured Member's Voluntary Cover, but will not apply to the Member's existing Tailored Cover.
- 7.12 If we decline an application for Voluntary Cover, any existing Cover that the Insured Member holds continues on the same terms and conditions and does not end solely due to the application being declined.

Section 8. Interim Accident Cover

- 8.1 If the Participation Certificate states that Voluntary Cover is available to a person, we provide Interim Accident Cover to that person while we assess their application for Voluntary Cover made under section 7, provided they are an Eligible Person.
- 8.2 Interim Accident Cover commences from the day we receive the Voluntary Cover application, which is completed to our satisfaction and signed by the Eligible Person.
- 8.3 Interim Accident Cover ceases on the earliest of:
- (a) the day the Cover applied for starts;
 - (b) the day we decline the application;
 - (c) if we accept the application subject to Special Acceptance Terms, the 22nd day after the relevant Acceptance Date;
 - (d) if we accept the application subject to Special Acceptance Terms, the day we are notified that the Eligible Person rejects the Special Acceptance Terms;
 - (e) the day the applicant ceases to be an Eligible Person;
 - (f) the day the application is withdrawn;
 - (g) 90 days after the date Interim Accident Cover commences;
 - (h) the day we cancel Interim Accident Cover as permitted by law;
 - (i) the date the Eligible Person attains the Benefit Expiry Age for the Cover applied for; and
 - (j) the day this Policy is terminated.

Section 9. Opt out of Default Cover

- 9.1 Despite any other provision, Default Cover does not come into effect in respect of a Member under these Smart Choice Employer Tailored Terms if, before the Default Cover commences, that Member has provided notice, in a form acceptable to us, they do not wish to be covered under the Policy.

Section 10. Variation, Reduction or Cancellation of Default Cover

- 10.1 An Insured Member may request, in a form acceptable to us, a decrease or cancellation of the amount of their default Death Cover only, or the component of TPD Cover attached to their Default Cover comprising of Death and TPD Cover.
- 10.2 Where we receive a request pursuant to section 10.1 in a form acceptable to us, we will:
- (a) reduce their Default Cover and any future increase in their Default Cover will be subject to our Underwriting Rules; or
 - (b) cancel their Default Cover and any future Default Cover will be subject to our Underwriting Rules.
- 10.3 If the Insured Member's Default Cover is reduced or cancelled pursuant to section 10.2, that change will be effective from the Notification Date and any continuing Cover will be Voluntary Cover. If Cover is varied in accordance with section 10.2 the Insured Member will no longer be eligible to Default Cover in that Employer Plan.
- 10.4 The Plan Participating Employer may reduce the amount of Employer Paid Default Cover in respect of an Insured Member at any time by notice to us. If an Insured Member's Default Cover is reduced in accordance with this section 10.4, the continuing Cover will commence from the Notification Date as Voluntary Cover and the Insured Member will no longer be eligible for Default Cover in that Employer Plan.
- 10.5 Employer Paid Tailored Cover can be cancelled at any time by the Plan Participating Employer by written notification to you.
- 10.6 If an Insured Member's Employer Paid Tailored Cover is cancelled by the Plan Participating Employer under section 10.5, the Insured Member's Cover, will automatically continue:
- (a) as Default Cover from the Notification Date, if the employer remains a Plan Participating Employer; or
 - (b) as Choose Your Own Cover pursuant to section 11.3, where section 11.2(a) applies.
- 10.7 We will reduce the Insured Member's Voluntary Cover upon receipt of a request from the Insured Member in a form acceptable to us without requiring an application.

10.8 An Insured Member must make an application under section 7.1 to:

- (a) increase any Voluntary Cover; and
- (b) remove any loadings or exclusions which apply to an Insured Member's Voluntary Cover.

10.9 Any decrease in Cover we approve under section 10.2 or 10.7:

- (a) commences on and from the Notification Date; and
- (b) is subject to the same individual conditions including Premium loadings, exclusions or restrictions which applied to the Cover the Insured Member held immediately prior to the request under section 10.1 or 10.7, until such time as they expire according to their terms.

Section 11. Termination of Tailored Cover

11.1 The Tailored Cover an Insured Member holds in an Employer Plan may be terminated by us if the conditions in section 1.1 are not satisfied at all times after the Employer Plan's Start Date. If this occurs, on and from the Delink Date an Insured Member's Tailored Cover in the Employer Plan terminates and converts to Choose Your Own Cover equal to the Insured Amount of Tailored Cover immediately prior to the Delink Date.

11.2 An Insured Member's Tailored Cover in the Employer Plan terminates and will convert to Choose Your Own Cover from the Delink Date in any of the following circumstances:

- (a) the Plan Participating Employer terminates the Employer Plan which the Insured Member belongs;
- (b) the Insured Member no longer meets the eligibility requirements of their Membership Category; or
- (c) the Insured Member has ceased work with their Plan Participating Employer.

11.3 The Insured Amount of Choose Your Own Cover provided under section 11.2 will be equal to the amount of any Voluntary Cover plus any Default Cover applicable to the Insured Member based on the type of Cover the Insured Member held immediately prior to the Delink Date.

11.4 Any Special Acceptance Terms which apply to the Insured Member's Tailored Cover immediately prior to the Delink Date will continue to apply to the Insured Member's Tailored Cover converted to Choose Your Own Cover under section 11.1 or 11.2.

11.5 An Insured Member who has had their Tailored Cover converted to Choose Your Own Cover under section 11.1 or 11.2 and who does not nominate an Occupational Category before the conversion shall be deemed to belong to the 'standard' Occupational Category.

Section 12. No reinstatement of Tailored Cover

12.1 If Tailored Cover under this Policy ends, it cannot be reinstated. If a Member wishes to obtain Tailored Cover at any time after his or her Tailored Cover under this Policy has ceased for any reason, the Member must apply for Voluntary Cover.

Section 13. When Default Cover does not start

13.1 If the person was not an Eligible Person for Default Cover:

- (a) Default Cover does not start under section 3;
- (b) the person will have no entitlement to a Benefit under Default Cover; and
- (c) we will refund any amount received for the Default Cover.

Section 14. Transfer of Cover between Smart Choice Divisions

14.1 From the Division Transfer Date, a Plan Participating Employer may apply in the manner agreed to by us to provide the same or different Tailored Cover to its Employees who have, or are eligible for, Tailored Cover, in another Smart Choice Division. Cover may be transferred to the Employer-Investment Choice Division, MySuper Division or QBE MySuper Division.

14.2 We will not transfer Cover under this section 14 to the Pension Division, TTR Division, Retail Division or Defined Benefits Division.

14.3 For us to consider an application under section 14.1 you must provide us with such information and documentation we reasonably require.

14.4 If we accept a request to transfer Tailored Cover between Smart Choice Divisions, we will notify you in writing.

SCHEDULE 5 – PRO-FORMA DECISION NOTE

OnePath Life Limited
 ABN 33 009 657 176
 AFSL 238 341
 347 Kent Street
 Sydney NSW 2000

OnePath Life Limited Decision Note

Member Name: XXXXXXXX
 Member Number: XXXXXXXXXXXXXXXX
 Date of Birth: <<TBA>>
 Fund Name: ANZ Smart Choice
 Product Name: ANZ Smart Choice

Benefit Type	Policy No	Benefit	AAL	Sum Insured	FUL
<<sets out any existing cover held by the applicant being either Death and TPD or Death only cover>>	6102164	Existing \$TBA	\$TBA	\$TBA	\$TBA
<<sets out any cover requested by the applicant being either Death and TPD or Death only cover>>	6102164	Requested \$TBA	\$TBA	\$TBA	\$TBA
<<sets out any existing cover in addition to cover which we decide to accept or accept subject to Special Acceptance Terms>>	6102164	Decision \$TBA	\$TBA	\$TBA	\$TBA
TOTAL Cover				\$TBA	

Decision: <<Cover>> - Finalised - <<insert summary of decision>>

Effective Date: <<date as determined by OnePath Life Limited to finalise underwriting application>>
 Policy Number: 6102164
 Occupation Rating: <<as determined by OnePath Life Limited>>
 Sum Insured: <<as determined by OnePath Life Limited>>
 FUL: <<as determined by OnePath Life Limited Plan>>
 AAL: \$0
 Smoking Status: <<as determined by OnePath Life Limited>>

Any cover provided by OnePath Life Limited is subject to the terms and conditions of the contract(s) of Insurance issued to the policy owner.

