

ANZ SMART CHOICE SUPER FOR EMPLOYERS AND THEIR EMPLOYEES

GROUP LIFE POLICY FOR INCOME PROTECTION 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 for income protection cover 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.

1.2 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 11;
 - (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 3; 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 3.
- 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 DUTY OF DISCLOSURE

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

1.6 YOUR OBLIGATIONS

- 1.6.1 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 Cover provided under this Policy:
- (a) the total Insured Amount in respect of an Insured Member cannot exceed the Maximum Benefit Level;
 - (b) Cover is provided as a multiple of \$100.00;
 - (c) an Insured Member's age next birthday is determined as at:
 - (i) the Cover Commencement Date;
 - (ii) each Annual Review Date; and
 - (iii) any day that Cover is varied following a request from the Insured Member or a Participating Employer; and
 - (d) we only provide Cover under the MySuper Division and Employer-Investment Choice Division, unless we otherwise agree in writing.
- 2.2.2 We provide Cover under this Policy subject to certain monetary limits with respect to the Monthly Benefit, including but not limited to the Maximum Individual Transfer Amount and the Maximum Benefit Level. 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 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 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) the person must meet our Underwriting Rules and provide all supporting documentation to our satisfaction;
 - (d) when we are considering the application, we may request any medical, health, financial and other information which we reasonably require to assess that application;
 - (e) an application must be submitted by the Member, or by you on behalf of the Member, and the Member's employer cannot apply on behalf of the Member;
 - (f) the application can only be made for an Insured Amount up to the lower of 75% of the person's monthly Salary and the Maximum Benefit Level, and in \$100.00 increments; and
 - (g) the person must specify the Waiting Period and Benefit Period that is to apply to their Cover.

2.4 VARIATION OF CHOOSE YOUR OWN COVER

- 2.4.1 We will:
- (a) reduce the Insured Member's Choose Your Own Cover;
 - (b) reduce the Benefit Period applicable to their Choose Your Own Cover; or
 - (c) extend the Waiting Period applicable to their 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. Any loadings, exclusions or restrictions that applied to the Insured Member's existing Cover continue to apply to the changed Cover.
- 2.4.2 An Insured Member must make an application under clause 3.3 to:
- (a) increase any Choose Your Own Cover;
 - (b) remove any loadings, exclusions or restrictions which apply to an Insured Member's Choose Your Own Cover;
 - (c) extend the Benefit Period that applies to their Choose Your Own Cover;
 - (d) reduce the Waiting Period that applies to their Choose Your Own Cover; and
 - (e) obtain Cover where we require that Cover to be Underwritten.
- 2.4.3 If we reduce the Insured Amount of an Insured Member's Choose Your Own Cover, or vary the Waiting Period or Benefit Period, under clause 2.4.1, the variation of Choose Your Own Cover commences in accordance with clause 4.3.2. Any Special Acceptance Terms which applied to the Cover for the Insured Member immediately prior to the request under clause 2.4.1 will continue to apply to the varied Cover until they expire according to their terms.

2.5 NO TRANSFER OF COVER WITHIN SMART CHOICE

- 2.5.1 We will not transfer Cover from this Policy to the Smart Choice Retail Policy.
- 2.5.2 We will not transfer Cover from the Smart Choice Retail Policy to this Policy.

2.6 WHEN A MEMBER LEAVES A PARTICIPATING EMPLOYER

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

2.7 CANCELLATION OF CHOOSE YOUR OWN COVER

- 2.7.1 An Insured Member may cancel his or her Choose Your Own Cover at any time by giving a request to us in an acceptable form.
- 2.7.2 Any Choose Your Own Cover cancelled under clause 2.7.1 will cease in accordance with clause 4.7.1(i), to be read without the preamble wording to clause 4.7.1.
- 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 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 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 8.3.3 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 after the date of our request for the information specified in clause 1.6.1 or 8.1.2(c) (ii), if you have failed to provide us with the Member Information and/or any other information we reasonably require, provided 60 days' written notice is provided to you;
 - (c) if required by law; and
 - (d) 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.
- 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 Event Date is prior to the date of termination and whilst Cover for that Insured Member was current.
- 2.8.4 If this Policy is terminated, any overpayment of Premium will be refunded to you, and any underpayment 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 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.

3. ELIGIBILITY

3.1 LEGACY CHANGEOVER COVER FOR INSURED LEGACY MEMBERS

- 3.1.1 Legacy Changeover Cover is provided automatically in respect of an Insured Legacy Member if, as at the Changeover Date:
- (a) the Insured Legacy Member meets the requirements contained in clause 3.1.2; or
 - (b) we agree in writing to provide Legacy Changeover Cover for the Insured Legacy Member.
- 3.1.2 An Insured Legacy Member is eligible for Legacy Changeover Cover, if on the day Legacy Changeover Cover is to commence they:
- (a) are not entitled to claim, are not in the process of claiming, are not in receipt of a benefit, and are not in a waiting period for (if a waiting period applies) an income protection benefit from a Legacy Policy or any other policy issued by us or any other insurer;
 - (b) are an Eligible Person;
 - (c) have not previously been declined for income protection cover under a Legacy Policy;
 - (d) have not previously opted out of income protection cover under a Legacy Policy; and
 - (e) are not within a Tailored Corporate Plan which is transferring into an Employer Plan under clause 3.2 of this Policy.

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

- 3.1.3 Where a decision note issued under a Legacy Policy applies in respect of an Insured Legacy Member for whom we provide Legacy Changeover Cover, Legacy Changeover Cover is provided subject to any exclusions, special conditions or any other restrictions contained in the decision note issued under a Legacy Policy.

- 3.1.4 The Benefit Period that applies to Legacy Changeover Cover is:
- (a) 2 years, where the Insured Legacy Member had a benefit period under the Legacy Policy of 2 years or less immediately prior to the Changeover Date; or
 - (b) "to age 65", where the Insured Legacy Member had a benefit period under the Legacy Policy greater than 2 years immediately prior to the Changeover Date.
- 3.1.5 The Waiting Period that applies to Legacy Changeover Cover is:
- (a) 30 days, where the Insured Legacy Member had a waiting period under the Legacy Policy greater than 1 day but less than or equal to 59 days immediately prior to the Changeover Date;
 - (b) 60 days, where the Insured Legacy Member had a waiting period under the Legacy Policy of 60 days or more but less than or equal to 89 days immediately prior to the Changeover Date; or
 - (c) 90 days, where the Insured Legacy Member had a waiting period under the Legacy Policy of 90 days or more immediately prior to the Changeover Date.

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 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; and
 - (d) the Insured Legacy Member is an Eligible Person.
- 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 The Benefit Period that applies to Tailored Cover under clause 3.2.1 is:
- (a) 2 years where the Insured Legacy Member had a benefit period under the Legacy Policy of 2 years or less immediately prior to the Changeover Date; or
 - (b) "to age 65", where the Insured Legacy Member had a benefit period under the Legacy Policy greater than 2 years immediately prior to the Changeover Date.
- 3.2.4 The Waiting Period that applies to Tailored Cover under clause 3.2.1 is:
- (a) 30 days, where the Insured Legacy Member had a waiting period under the Legacy Policy greater than 1 day but less than or equal to 59 days immediately prior to the Changeover Date;
 - (b) 60 days, where the Insured Legacy Member had a waiting period under the Legacy Policy of 60 days or more but less than or equal to 89 days immediately prior to the Changeover Date;
 - (c) 90 days, where the Insured Legacy Member had a waiting period under the Legacy Policy of 90 days or more immediately prior to the Changeover Date.
- 3.2.5 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 3.

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 pursuant to another provision of this Policy.
- 3.3.2 We will assess a person's eligibility for Choose Your Own Cover upon receipt of an application in accordance with clause 2.3.1.

3.4 INTERIM ACCIDENT COVER FOR CHOOSE YOUR OWN COVER

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

3.5 SMART CHOICE EMPLOYER TAILORED TERMS

- 3.5.1 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.
- 3.5.2 For us to consider an application made under clause 3.5.1, you must provide us with such information and documentation we reasonably require. If you request Group Takeover Terms, you must provide us with the full terms and conditions of the cover provided to the Transferring Members by their current insurer.
- 3.5.3 We may accept or decline an application under clause 3.5.1, including a request for Group Takeover Terms, for any reason.
- 3.5.4 If we agree to accept the application made under clause 3.5.1, 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).
- 3.5.5 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.

3.6 NOT USED

3.7 INDIVIDUAL TRANSFER APPLICATIONS

- 3.7.1 A person who:
 - (a) is either:
 - (i) an Eligible Person for Voluntary Cover or Choose Your Own Cover; or
 - (ii) an Insured Member; and
 - (b) has Previous Cover that is current,may apply to transfer their Previous Cover to this Policy, by completing the Individual Transfer Application.
- 3.7.2 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 or decline a person's Individual Transfer Application in our sole discretion.
- 3.7.3 If we accept the Individual Transfer Application:
 - (a) Cover is provided conditional 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 the Insured Member's 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 Eligible Person is not in an Employer Plan; or
 - (ii) Voluntary Cover, where the Eligible Person is in an Employer Plan;
- (e) Premiums for the Cover will be calculated based on the total Insured Amount and any Premium loadings that apply to any component of the Insured Amount;
- (f) the Benefit Period an Insured Member has under this Policy for all Cover is 2 years unless we agree to a different Benefit Period in writing; and
- (g) the Waiting Period that applies to the Insured Member's Cover will be:
 - (i) 30 days, if the waiting period under the Previous Cover was 30 days or less;
 - (ii) 60 days, if the waiting period under the Previous Cover was greater than 30 days but less than or equal to 60 days; or
 - (iii) 90 days, if the waiting period under the Previous Cover was greater than 60 days but less than or equal to 90 days,
 unless we agree otherwise in writing.

4. PERIOD OF COVER

4.1 WHEN LEGACY CHANGEOVER COVER COMMENCES

- 4.1.1 Legacy Changeover Cover in respect of an Insured Legacy Member under clause 3.1.1(a) commences on the Changeover Date.
- 4.1.2 Legacy Changeover Cover in respect of an Insured Legacy Member under clause 3.1.1(b) starts on the date we agree in writing.
- 4.1.3 When Tailored Cover commences.
- 4.1.4 Tailored Cover commences in accordance with section 3 of the Smart Choice Tailored Terms.

4.2 WHEN CHOOSE YOUR OWN COVER COMMENCES

- 4.2.1 If an application for Cover is required, the Cover applied for will not start unless we accept the application in writing.

Reduction in Cover

- 4.2.2 Where an Insured Member requests to decrease their existing Cover, reduce their Benefit Period or extend their Waiting Period, the change to their Cover starts on 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 or the Pre-Existing Condition Exclusion

- 4.2.3 If we accept an application to remove a Special Acceptance Term or remove the Pre-Existing Condition Exclusion from existing Cover, the requested change starts on the Acceptance Date.

Choose Your Own Cover accepted without Special Acceptance Terms

- 4.2.4 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.
- 4.2.5 If the Premium is not paid as required under clause 4.3.4, the Choose Your Own 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.
- 4.2.6 For the avoidance of doubt, if a person becomes Disabled 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.

Choose Your Own Cover subject to Special Acceptance Terms

- 4.2.7 If we accept an application for Choose Your Own Cover, but subject to Special Acceptance Terms, the 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.

- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 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 becomes Disabled 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.
- 4.2.11 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.
- 4.2.12 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 start date of the Choose Your Own Cover.
- 4.2.13 If Choose Your Own Cover is provided subject to a Special Acceptance Term, the entire Insured Amount of Choose Your Own Cover is subject to the Special Acceptance Term.

Choose Your Own Cover replaces existing Cover

- 4.2.14 When Choose Your Own Cover starts, it replaces any Cover that the Insured Member held immediately before the Choose Your Own Cover started.

Declined Application

- 4.2.15 If we do not accept an application for Cover, the existing Cover that the Insured Member had immediately before submitting the application continues on the same terms and conditions and does not cease solely due to the application being declined.

4.3 WHEN INTERIM ACCIDENT COVER COMMENCES AND ENDS

- 4.3.1 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 Member.
- 4.3.2 Interim Accident Cover ceases on the earliest of:
- (a) the day the Cover applied for starts;
 - (b) the day 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.

4.4 NOT USED

4.5 WHEN COVER UNDER AN INDIVIDUAL TRANSFER APPLICATION COMMENCES

- 4.5.1 If we accept a Member's Individual Transfer Application under clause 3.7.3, 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.
- 4.5.2 If the Premium is not paid as required under clause 4.6.1, 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.

4.6 WHEN COVER CEASES FOR INSURED MEMBERS

- 4.6.1 Cover in respect of an Insured Member ceases under this Policy on the earliest of:
- (a) the day this Policy terminates;
 - (b) the date the Insured Member attains the Benefit Expiry Age;
 - (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 dies;
 - (g) the day the Insured Member retires permanently from the workforce;
 - (h) the day Cover ceases in accordance with clause 4.8;
 - (i) where notification to cancel 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;provided the Cover is not Employer Paid Cover;
 - (j) the day the entire balance has been transferred to the Pension Division, TTR Division or Retail Division or another superannuation fund which is not the Fund;
 - (k) the day we cancel or avoid the Cover, as permitted or required by law;
 - (l) 30 days after the day a Visa holder ceases to hold a valid Visa; and
 - (m) the day the Insured Member departs Australia permanently.

4.7 CESSATION OF COVER WHERE VISA HOLDERS DEPART AUSTRALIA TEMPORARILY

- 4.7.1 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.
- 4.7.2 Cover provided under clause 4.8.1 will cease automatically on the day immediately after the expiry of the maximum period for which Cover continues as specified in clause 4.8.1, 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 LEGACY CHANGEOVER COVER INSURED AMOUNT

- 5.1.1 The Insured Amount in respect of an Insured Member who holds Legacy Changeover Cover is the lesser of:
- (a) the Insured Amount nearest to but not less than the Legacy Insured Amount held by the Insured Legacy Member under the Legacy Policy immediately prior to the Changeover Date; and
 - (b) the Maximum Benefit Level.

5.2 CHOOSE YOUR OWN COVER INSURED AMOUNT

- 5.2.1 We provide the Insured Amount of Choose Your Own Cover in respect of an Insured Member who holds Choose Your Own Cover.

5.3 INSURED AMOUNT OF TAILORED COVER

- 5.3.1 The Insured Amount in respect of an Insured Member who holds:
- (a) Default Cover under clause 3.2.1 is the amount nearest to but not less than the Legacy Insured Amount held by the Insured Legacy Member under the Legacy Policy as default cover immediately prior to the Changeover Date; and
 - (b) Voluntary Cover under clause 3.2.1 is the amount nearest to but not less than the Legacy Insured Amount held by the Insured Legacy Member under the Legacy Policy as voluntary cover immediately prior to the Changeover Date,

provided the total amount does not exceed the Maximum Benefit Level. Where an Insured Member holds both Default Cover and Voluntary Cover and the combined amount exceeds the Maximum Benefit Level, the amount allocated under clause 5.3.1(b) will be reduced so the total amount allocated under clause 5.3.1(a) and clause 5.3.1(b) does not exceed the Maximum Benefit Level.

- 5.3.2 The Insured Amount of Cover in respect of a Transferring Member, or an existing Employee of the Plan Participating Employer, under clause 3.5 that is:
- (a) held as Default Cover: is the amount we approve to be the amount of Default Cover as stated in the Participation Certificate; and
 - (b) held as Voluntary Cover: is the amount we approve to be the amount of Voluntary Cover, as stated in the Participation Certificate,

provided the total amount does not exceed the Maximum Benefit Level. Where an Insured Member holds both Default Cover and Voluntary Cover and the combined amount exceeds the Maximum Benefit Level, the amount allocated under clause 5.3.2(b) will be reduced so the total amount allocated under clause 5.3.2(a) and 5.3.2(b) does not exceed the Maximum Benefit Level.

- 5.3.3 The Insured Amount of Default Cover provided under clause 3.2.5, or under clause 3.5 to an Employee who joins the Employer after the Employer Plan's Start Date, is calculated as set out in the Participation Certificate.
- 5.3.4 The Insured Amount of Voluntary Cover provided under Section 7 of Schedule 3 is as set out in the relevant Decision Note.

5.4 INSURED AMOUNT PROVIDED UNDER AN INDIVIDUAL TRANSFER APPLICATION

- 5.4.1 Unless otherwise agreed by us, the Insured Amount that comes into effect in respect of a person who has had their Individual Transfer Application accepted by us, is the amount which provides the Insured Amount nearest to but not less than the sum insured of the Previous Cover except that:
- (a) it cannot exceed the Maximum Individual Transfer Amount even if the Previous Cover was higher; and
 - (b) it cannot exceed 75% of the person's Salary.

5.5 INTERIM ACCIDENT COVER

- 5.5.1 The amount we pay under Interim Accident Cover is as set out in the definition of "Interim Accident Benefit" in clause 11.

6. BENEFITS

6.1 WHEN BENEFITS ARE PAID

- 6.1.1 Subject to clause 7 and provided Cover for an Insured Member has not ceased in accordance with clause 4.7.1, we will pay you a Benefit if the Insured Member becomes entitled to the Benefit.
- 6.1.2 A Benefit in respect of an Insured Member is payable monthly in arrears.
- 6.1.3 A Benefit in respect of an Insured Member is payable if:
- (a) as at the day immediately before the Event Date, the Insured Member:
 - (i) is Gainfully Working; and
 - (ii) works the Minimum Average Hours; and

- (b) the Waiting Period applicable to the Insured Member's Cover has expired; and
 - (c) where the Insured Member is a New Member – as at the day immediately before the Event Date, the Insured Member is not working on a Casual Basis; and
 - (d) clause 6.2.1(b) or 6.4.1(b), as applicable, is satisfied.
- 6.1.4 The Benefit payable in respect of an Insured Member is calculated as follows:
- (a) if as at the day immediately before the Event Date the Insured Member is on Employer Approved Leave the amount of Monthly Benefit is calculated based on the Insured Member's Salary immediately before the start date of the Employer Approved Leave; and
 - (b) if a Benefit is payable for a part of a month, the amount of that Benefit is calculated on a pro rata basis for the number of days the Insured Member is entitled to the Benefit divided by the total number of days of that month.
- 6.1.5 The amount of any Benefit under this Policy in respect of an Insured Member cannot exceed the Maximum Benefit Level.
- 6.1.6 All of the following applies in relation to application of the Waiting Period:
- (a) a separate Waiting Period applies for each separate illness or injury of the Insured Member which causes Disability for which the Insured Member can claim under this Policy, subject to clause 6.10.1(b);
 - (b) subject to (c) of this clause 6.1.6:
 - (i) if an Insured Member returns to work performing his or her usual duties and hours during the Waiting Period on more than one occasion, the Waiting Period recommences;
 - (ii) if an Insured Member returns to work performing his or her usual duties and hours once for up to five consecutive days during the Waiting Period, the Waiting Period will not recommence but the number of days that they have returned to work will be added to the Waiting Period; and
 - (iii) if an Insured Member returns to work for more than five consecutive days during the Waiting Period, the Waiting Period recommences from the day we determine as the day that the Insured Member is again Totally Disabled, provided Cover has not ceased in accordance with clause 4.7.1 on the day the Waiting Period is to recommence; and
 - (c) if the Insured Member returns to work during the Waiting Period as part of a 'return to work' program or rehabilitation program approved by us in writing, the Waiting Period will not recommence regardless of the number of attempts to return to work.
- 6.1.7 With respect to clauses 6.2.5 and 6.4.5, a Benefit payment may recommence only once during the life of the Policy in respect of the Insured Member, either in accordance with clause 6.2.5 or clause 6.4.5. Where:
- (a) a Total Disability Benefit payment recommences in respect of an Insured Member at any time during the life of the Policy, in accordance with clause 6.2.5, clause 6.4.5 no longer applies to that Insured Member under this Policy; and
 - (b) a Partial Disability Benefit payment recommences in respect of an Insured Member at any time during the life of the Policy in accordance with clause 6.4.5, clause 6.2.5 no longer applies to that Insured Member under this Policy.

6.2 WHEN WE PAY A TOTAL DISABILITY BENEFIT

- 6.2.1 A Total Disability Benefit in respect of an Insured Member is payable if:
- (a) clause 6.1.3 is satisfied; and
 - (b) the Insured Member is entitled to a Total Disability Benefit in accordance with clause 6.2.2.
- 6.2.2 An Insured Member is entitled to a Total Disability Benefit if he or she:
- (a) is Totally Disabled for at least 7 days out of the first 12 consecutive days of the Waiting Period;
 - (b) is Totally Disabled or Partially Disabled for the remainder of the Waiting Period; and
 - (c) either:
 - (i) Totally Disabled immediately after the end of the Waiting Period; or
 - (ii) Partially Disabled immediately after the end of the Waiting Period and then Totally Disabled immediately after ceasing to be Partially Disabled, due to the same or a related cause.
- 6.2.3 A Total Disability Benefit starts to accrue from the first day immediately after the expiry of the Waiting Period.

- 6.2.4 A Total Disability Benefit ceases to be payable at the earliest of:
- (a) the expiry of the Benefit Period;
 - (b) the day the Insured Member attains the Benefit Expiry Age;
 - (c) the day of the Insured Member's death;
 - (d) the day the Insured Member ceases to be Totally Disabled;
 - (e) in the case of an Insured Member who is residing or travelling outside of Australia whilst On Claim, the expiry of 6 consecutive months after the Insured Member departs Australia where the Insured Member has remained outside Australia for the entire 6 consecutive months and a Disability Benefit has been paid or is payable for those 6 months, subject to clause 6.2.5; and
 - (f) the expiry of 30 consecutive days from the day the Insured Member's Visa expires or is cancelled.
- 6.2.5 Subject to clauses 6.1.7 and 6.2.6, where an Insured Member ceases to be entitled to a Total Disability Benefit under clause 6.2.4(e) and the Insured Member returns to reside in Australia after the six consecutive months, we may at our discretion, where requested in writing, recommence payment of a Total Disability Benefit, subject to our assessment of the evidence received by us, provided:
- (a) Cover had not ceased under clause 4.7 on the date they return to Australia; and
 - (b) we have received satisfactory evidence for assessment of any further payment of a Total Disability Benefit.
- 6.2.6 Any recommencement of a Total Disability Benefit payment in accordance with clause 6.2.5:
- (a) will occur only once during the life of this Policy in respect of an Insured Member;
 - (b) is subject to our assessment of satisfactory medical and other relevant evidence;
 - (c) will not include payment of a Total Disability Benefit for the period from the day a Total Disability Benefit last ceased to become payable in respect of the Insured Member to the day immediately before recommencement of a Total Disability Benefit payment ("Total Disability Non-payment Period"); and
 - (d) will be subject to any remaining Benefit Period applicable for the relevant injury or illness after taking into account all Benefit payments made to the Insured Member in respect of the relevant injury or illness. The Total Disability Non-payment Period will not reduce the Benefit Period.

6.3 THE AMOUNT WE PAY FOR THE TOTAL DISABILITY BENEFIT

- 6.3.1 Where a Total Disability Benefit is payable under this Policy, we pay the Monthly Benefit for the Total Disability Benefit.

6.4 WHEN WE PAY A PARTIAL DISABILITY BENEFIT

- 6.4.1 A Partial Disability Benefit in respect of an Insured Member is payable if:
- (a) clause 6.1.3 is satisfied; and
 - (b) the Insured Member is entitled to a Partial Disability Benefit in accordance with clause 6.4.2.
- 6.4.2 An Insured Member is entitled to a Partial Disability Benefit for the period that he or she is Partially Disabled, provided he or she is:
- (a) Totally Disabled for at least 7 days out of 12 consecutive days during the Waiting Period;
 - (b) Totally Disabled or Partially Disabled for the remainder of the Waiting Period; and
 - (c) either:
 - (i) Partially Disabled immediately after the end of the Waiting Period; or
 - (ii) Totally Disabled immediately after the end of the Waiting Period, and then Partially Disabled immediately after ceasing to be Totally Disabled, due to the same or related cause.
- 6.4.3 A Partial Disability Benefit starts to accrue from the latest of:
- (a) the day immediately after the expiry of the Waiting Period; and
 - (b) the day immediately after the Insured Member is no longer entitled to a Total Disability Benefit, if applicable, provided this does not occur after the expiry of the Benefit Period and the Insured Member has not attained the Benefit Expiry Age.

- 6.4.4 A Partial Disability Benefit ceases to be payable on the earliest of:
- (a) the first day immediately after the expiry of the Benefit Period (including any period for which the Total Disability Benefit was paid for the same or related cause of claim);
 - (b) the day the Insured Member attains the Benefit Expiry Age;
 - (c) the day of the Insured Member's death;
 - (d) the day the Insured Member ceases to be Partially Disabled;
 - (e) the day the Insured Member is earning, or is in our opinion capable of earning, a Monthly Income equal to or greater than his or her Pre-Disability Salary;
 - (f) in the case of an Insured Member who is residing or travelling outside of Australia whilst On Claim, the expiry of 6 consecutive months after the Insured Member departs Australia where the Insured Member has remained outside Australia for the entire 6 consecutive months and a Disability Benefit has been paid or is payable for those 6 months, subject to clause 6.4.5; and
 - (g) the expiry of 30 consecutive days from the date the Insured Member's Visa expires or is cancelled.
- 6.4.5 Subject to clauses 6.1.7 and 6.4.6, where an Insured Member ceases to be entitled to a Partial Disability Benefit under clause 6.4.4(f) and the Insured Member returns to reside in Australia after the six consecutive months, we may at our discretion, where requested in writing, recommence payment of a Partial Disability Benefit, subject to our assessment of the evidence received by us, provided:
- (a) Cover had not ceased under clause 4.7 on the date they return to Australia; and
 - (b) we have received satisfactory evidence for assessment of any further payment of a Partial Disability Benefit.
- 6.4.6 Any recommencement of a Partial Disability Benefit payment in accordance with clause 6.4.5:
- (a) will occur only once during the life of this Policy in respect of an Insured Member;
 - (b) is subject to our assessment of satisfactory medical and other relevant evidence;
 - (c) will not include payment of a Partial Disability Benefit for the period from the day a Partial Disability Benefit last ceased to become payable in respect of the Insured Member to the day immediately before they become entitled to recommencement of a Partial Disability Benefit payment ("**Partial Disability Non-payment Period**"); and
 - (d) will be subject to any remaining Benefit Period applicable for the relevant injury or illness after taking into account all Benefit payments made to the Insured Member in respect of the relevant injury or illness. The Partial Disability Non-payment Period will not reduce the Benefit Period.

6.5 THE AMOUNT WE PAY FOR THE PARTIAL DISABILITY BENEFIT

6.5.1 If a Partial Disability Benefit is payable, the Partial Disability Benefit is calculated as follows:

$$\frac{A - B}{A} \times C$$

where, with respect to the month that the Partial Disability Benefit is payable:

- (a) "A" means the Insured Member's Pre-Disability Salary;
- (b) "B" means the greater of:
 - (i) the Insured Member's Monthly Income (we may request further evidence to verify this amount); and
 - (ii) the Monthly Income which in our opinion the Insured Member is capable of earning, during the month that the Insured Member becomes entitled to a Partial Disability Benefit;
- (c) "C" means the Monthly Benefit which would be payable if the person was suffering Total Disability;
- (d) with respect to "B", the amount of Monthly Income set out in (b)(ii) will be calculated by us based on:
 - (i) medical evidence, which will include the opinion of a Medical Practitioner including the Insured Member's treating Medical Practitioner;
 - (ii) a Monthly Income, which in our opinion, the Insured Member, or a reasonable person in the position of the Insured Member, could reasonably be expected to earn; and
 - (iii) any other information which we reasonably consider relevant;
- (e) "B" must be less than the amount of "A". If "B" is negative in a month, we will treat "B" as zero; and
- (f) where "A" would result in a Benefit greater than the Maximum Benefit Level, "A" is limited to the amount of Salary which would result in the Benefit equal to the Maximum Benefit Level.

6.6 WHEN WE PAY SUPERANNUATION CONTRIBUTION BENEFIT

- 6.6.1 We pay you a Superannuation Contribution Benefit in respect of an Insured Member subject to the Maximum Superannuation Contribution Benefit and clauses 6.6.2 and 6.6.3.
- 6.6.2 A Superannuation Contribution Benefit in respect of an Insured Member is payable:
- (a) if:
 - (i) it is specified in a Participation Certificate or Decision Note issued in respect of the Insured Member; or
 - (ii) an Insured Member with Legacy Changeover Cover or Tailored Cover issued under clause 3.2 has an Insured Amount which exceeds 75% of their Pre-Disability Salary; and
 - (b) where a Total Disability Benefit or Partial Disability Benefit is payable under this Policy.
- 6.6.3 Where a Superannuation Contribution Benefit becomes payable due to:
- (a) a Total Disability Benefit becoming payable, the amount of Superannuation Contribution Benefit is the amount as specified in Schedule 1;
 - (b) a Partial Disability Benefit becoming payable, the amount of Superannuation Contribution Benefit is the amount of Superannuation Contribution Benefit as specified in Schedule 1, reduced on a pro rata basis proportionate to the amount of Partial Disability Benefit payable during the relevant month.
- 6.6.4 The Superannuation Contribution Benefit:
- (a) is paid directly to you monthly in arrears; and
 - (b) is subject to the Maximum Benefit Level.
- 6.6.5 Where a Total Disability Benefit or Partial Disability Benefit is payable for a part of a month, the amount of the Superannuation Contribution Benefit we pay is calculated on a pro rata basis for the number of days the Insured Member is entitled to the Benefit divided by the total number of days of that month.
- 6.6.6 No Superannuation Contribution Benefit is payable during the Waiting Period.
- 6.6.7 Payment of a Superannuation Contribution Benefit will end on the date a Total Disability Benefit or Partial Disability Benefit is no longer payable with respect to the Insured Member.

6.7 WHEN WE PAY THE DEATH BENEFIT

- 6.7.1 If an Insured Member dies whilst he or she is receiving a Benefit under this Policy, we will pay the Death Benefit, calculated in accordance with clause 6.7.2, for a period of one month from the date of his or her death.
- 6.7.2 The amount of the Death Benefit is:
- (a) equal to the amount of the Benefit which was payable in respect of the Insured Member during the month immediately prior to his or her death; and
 - (b) exclusive of any arrears payments which may have been paid.

6.8 WHEN WE PAY THE INTERIM ACCIDENT BENEFIT

- 6.8.1 We will pay you the Interim Accident Benefit in respect of an Eligible Person who has Interim Accident Cover, only once during the life of the Eligible Person, and subject to:
- (a) the Benefit becoming payable under this Policy if:
 - (i) the Eligible Person's Total Disability arises solely due to an injury from an Accident;
 - (ii) the Accident occurs during the period of Interim Accident Cover as set out in clauses 4.4.1 and 4.4.2; and
 - (iii) the Event Date is before the expiry of 30 days from the day that the Accident occurred.
- 6.8.2 We will pay you the Interim Accident Benefit for the lesser of:
- (a) the period of Total Disability; or
 - (b) 6 months.

6.9 RETURN TO WORK PROGRAM

- 6.9.1 Where we receive notice of an injury or illness which may give rise to a claim for a Total Disability Benefit or a Partial Disability Benefit, or where requested in respect of an Insured Member who is entitled to, or in receipt of, a Benefit, we can pay all or part of the expenses incurred in relation to a return to work program for an Insured Member, subject to:

- (a) obtaining our written approval prior to incurring any expenses in relation to the return to work program;
- (b) any payment being made directly by us to the relevant service provider; and
- (c) us deducting any expenses for which the Insured Member is entitled to be reimbursed from another source.

6.10 RECURRING DISABLEMENT

- 6.10.1 Provided an Insured Member's Cover has not ceased and the person is not entitled to receive benefit payments under a Legacy Policy (in connection with an account created in a Legacy Plan and transferred to Smart Choice through which Cover was provided under this Policy), if an Insured Member suffers Recurring Disablement:
- (a) we will treat the subsequent period of Total Disability or Partial Disability as a continuation of the earlier claim;
 - (b) the Insured Member will not be subject to the Waiting Period in respect of the Recurring Disablement; and
 - (c) the Benefit Period will be the remaining Benefit Period of the earlier claim.

6.11 BENEFIT ESCALATION

- 6.11.1 Subject to clause 6.1.5, if an Insured Member has been in receipt of a Total Disability Benefit or Partial Disability Benefit for 12 consecutive months, after the expiry of the 12 consecutive month period, the Insured Member's Monthly Benefit will increase by the lesser of:
- (a) the applicable CPI; and
 - (b) the Escalation Factor.
- 6.11.2 Benefit Escalation applies in respect of an Insured Member if:
- (a) an applicable Participation Certificate or Decision Note states that the Insured Member is entitled to Benefit Escalation;
 - (b) 'to age 65' Benefit Period applies in respect of the Insured Member, as specified in the latest Decision Note; and
 - (c) his or her Cover has not ceased under this Policy as at the expiry of the 12 month period specified under clause 6.11.1 and at each subsequent anniversary.

6.12 MULTIPLE ACCOUNTS

- 6.12.1 Where an Insured Member has Cover in multiple Accounts, the maximum Benefit that we will pay under this Policy in respect of the Insured Member will not exceed:
- (a) 75% of the Insured Member's Pre-Disability Salary (excluding the Superannuation Contribution Benefit); and
 - (b) the Maximum Benefit Level,
 - (c) regardless of the number of Accounts held by an individual person under this Policy.
- 6.12.2 Where an Account was set up incorrectly for an Insured Member which results in more than one Account in respect of that Insured Member, we will cancel the cover under that Account and 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.

6.13 WHEN A BENEFIT IS REDUCED

- 6.13.1 The Insured Member must advise us, whilst On Claim, if any payments, entitlements or benefits (including settlement or commutation amounts) are paid or payable to them or to a third party in respect of the Insured Member, due to their Disability, otherwise, clause 6.14 will apply.
- 6.13.2 The Total Disability or Partial Disability Benefit payable in respect of an Insured Member is reduced in accordance with clause 6.13.3 by other payments, entitlements or benefits (including settlement or commutation amounts) received by the Insured Member, by you, any other person or a third party in respect of the Insured Member. If we reduce the Total Disability or Partial Disability Benefit under this clause 6.13.2, and a Superannuation Contribution Benefit is payable, we will reduce the Superannuation Contribution Benefit in the same proportion as we reduced the Total Disability Benefit or Partial Disability Benefit.
- 6.13.3 When seeking to reduce any Benefit under this clause, we will apportion any other payment, entitlement or benefit in clause 6.13.2 to the period to which the payment related.
- 6.13.4 We will reduce the Total Disability or Partial Disability Benefit in respect of an Insured Member for the following payments, entitlements or benefits:

- (a) any income (other than Benefits received under this Policy), or commutation of income, paid or payable in respect of the Insured Member as a result of the Insured Member's injury or illness that has given rise to the claim under this Policy including:
 - (i) any amount payable under legislation such as workers' compensation or any statutory accident compensation scheme or other similar State, Federal or Territory legislation;
 - (ii) any benefit under any other disability, injury or sickness insurance policy issued by us or another insurer (except for lump sum benefits received for total and permanent disablement, trauma or terminal illness type cover under such an insurance policy);
 - (iii) sick leave payments;
 - (b) any payment, which is made in respect of the Insured Member in relation to his or her reduced income-earning capacity arising from illness or injury, whether directly to the Insured Member or otherwise.
- 6.13.5 Investment income is excluded under clause 6.13.2.
- 6.13.6 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.
- 6.13.7 If we have agreed to provide Cover under this Policy in respect of an Insured Member for transfer of cover from another policy but the cover under a previous insurance policy had not been cancelled on the day Cover commenced, the amount of any Benefit is reduced (to a minimum of zero) by the amount of any Benefit paid or payable under the relevant insurance policy.
- 6.13.8 With respect to a settlement or commutation payment, we will reduce a Benefit by the amount attributable to the Insured Member's past and future economic loss, in accordance with the following:
 - (a) we require evidence as to the amount attributable to the Insured Member's past and future economic loss;
 - (b) if we have not received sufficient evidence, we may request further information or evidence;
 - (c) if we do not receive the requested evidence within 30 days of our written request, we will offset an amount which we determine as the amount attributable to the Insured Member's past and future economic loss; and
 - (d) where there is a dispute as to the amount of deduction made to the Benefit set out in this clause 6.13.8, we will adjust the amount of Benefit reduction and arrange payment of any refund only after the resolution of the dispute which you and we agree in writing.
- 6.13.9 With respect to any amount listed in clauses 6.13.2 and 6.13.8, which is payable as a lump sum for which all or part of which cannot be allocated to specific months, we will convert the relevant portion of the payment to an equivalent monthly amount by dividing the total amount of lump sum payment by the lesser of:
 - (a) the number of months in the Benefit Period; and
 - (b) 60.
- 6.13.10 If on the day that a Benefit is payable in respect of an Insured Member, 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 4.7.1. If the Cover for an Insured Member has ceased under clause 4.7, this clause does not operate to entitle you to a Benefit in respect of the Member after the day cover ceased.

6.14 REPAYMENT OF BENEFITS

- 6.14.1 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 (if applicable), 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.

6.15 ONLY ONE BENEFIT AT A TIME

- 6.15.1 We will only pay one Benefit for an Insured Member at a time under this Policy. However any benefit payable under clause 6.6 will be paid in addition to the Total Disability Benefit or Partial Disability Benefit being paid.

6.16 MAXIMUM BENEFIT PERIOD

- 6.16.1 The maximum period in respect of which we will pay a Benefit for Disability under this Policy (in connection with an account created in a Legacy Plan and transferred to Smart Choice through which Cover was provided under this Policy) resulting from any one or related cause, subject to clauses 6.2.4(e) and 6.4.4(f) , is the Benefit Period applicable to the Insured Member's Cover, less the period in respect of which you were entitled to a benefit for the same or related cause under the Legacy Policy (in connection with an account created in a Legacy Plan and transferred to Smart Choice through which Cover was provided under this Policy) in respect of the same person.
- 6.16.2 The maximum period referred to in clause 6.16.1 includes any period in which a benefit under a Legacy Policy is or was payable but is calculated to be zero.
- 6.16.3 The Benefit Period referred to in clause 6.10.1(c) and clause 6.16.1 will be the benefit period that applied to the person's cover in the Legacy Policy (in connection with an account created in a Legacy Plan and transferred to Smart Choice through which Cover was provided under this Policy).

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, if the Insured Member is, or was, Imprisoned as at the Event Date or the date on which a Benefit would otherwise be payable.
- 7.2.2 A Benefit is not payable in respect of any period of Imprisonment. When the Insured Member's Imprisonment ends, provided Cover has not otherwise ceased under this Policy, we will recommence the Benefit payment after the Imprisonment has ended, provided we receive satisfactory evidence of the end of the Imprisonment and of entitlement to the continued Benefit payments, subject to any remaining Benefit Period of the earlier claim.

7.3 CLAIMS REQUIREMENT

- 7.3.1 We will not pay a Benefit if you do not, or the Insured Member does not, satisfy any of the requirements under clause 9.

7.4 EXCLUSION IN PARTICIPATION CERTIFICATE OR DECISION NOTE

- 7.4.1 A Benefit 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 the relevant Insured Member.

7.5 INTENTIONAL SELF-INFLICTED ACTS

- 7.5.1 A Benefit is not payable under this Policy if the cause of claim arises directly or indirectly, wholly or partially, as a result of the Insured Member's Intentional Self-Inflicted Act(s).

7.6 WHEN COVER IS NOT PAYABLE TO INSURED LEGACY MEMBER

- 7.6.1 If at the time of claim we determine that an Insured Legacy Member was not eligible for Legacy Changeover Cover under clause 3.1 or Tailored Cover under clause 3.2 as at the Cover Commencement Date:
- (a) the relevant Cover does not start;
 - (b) we will refund any amount received for that cover after deducting any amount owing to us at the relevant time; and
 - (c) no Benefit is payable with respect to the Member.

7.7 NO PAYMENT WHERE OTHER LEGISLATION INFRINGED

- 7.7.1 We will not make a payment under this Policy if the payment would cause us to infringe the *Health Insurance Act 1975* (Cth), *National Health Act 1953* (Cth) or *Private Health Insurance Act 2007* (Cth) or any succeeding legislation in connection with health insurance.

7.8 PREGNANCY EXCLUSION

- 7.8.1 If a New Member, who is an Insured Member, suffers Total Disability or Partial Disability caused directly, indirectly, partially or wholly by an Uncomplicated Pregnancy, childbirth or miscarriage:
- (a) no Benefits are payable under the Policy for the 90 day period after the pregnancy ends; and
 - (b) we will pay Benefits if the Insured Member's Disability continues for longer than 90 days after the pregnancy ends.
- 7.8.2 The Benefit we pay in clause 7.8.1(b) commences from the later of:
- (a) the end of the 90 day period; and
 - (b) the expiry of the Waiting Period.

7.9 PRE-EXISTING CONDITION EXCLUSION

If an Insured Member's Cover is subject to the Pre-existing Condition Exclusion, the Benefit in respect of that Cover is not payable if the Insured Member's Disability 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.

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 subject to:
- (a) any applicable rating factors and/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) with respect to 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;
 - (iii) if you do not provide us with the Member Information and/or any other information reasonably requested by us (in accordance with clause 8.1.2(c)(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;
 - (d) for Choose Your Own Cover, the Insured Member's Premium is calculated based on the Premium Rates, the Insured Member's Monthly Benefit, gender, Waiting Period, Benefit Period, age next birthday, Occupational Category Premium Loading Factor and underwriting loadings (where applicable); and
 - (e) for Tailored Cover, the Insured Member's Premium is calculated based on the Premium Rates, the Insured Member's Monthly Benefit, gender, Waiting Period, Benefit Period, age next birthday, underwriting loadings (where applicable) and any loadings under the Legacy Policy that we continue to apply under this Policy.
- 8.1.3 We will waive the Premium payable in respect of an Insured Member during the period that he or she is entitled to a Benefit.

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.
- 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 Default Cover under the Smart Choice Employer Tailored Terms 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 to 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 the 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 If any portion of Premium in respect of an Insured Member is not paid by the day it is due, we will cancel Cover for the Insured Member in accordance with clause 4.7.1(c).
- 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 section 2.1.
- 8.3.7 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.

8.4 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 occurs during a year which 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;

- (f) you undertake any restructure of the current Fund arrangements, including a merger, takeover or other such event;
 - (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; and
 - (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 and/or the Benefit based on the correct age or gender, as applicable, 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 Legacy Changeover Cover 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 Legacy Changeover Cover 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 Choose Your Own Cover by answering the Occupation Questions to your 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 Choose Your Own Cover; and
 - (b) the new Occupational Category, and the Premium 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 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 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 in an Excluded Occupation on the day cover is due to start under clause 4, their cover is void from the start and we will not pay a Benefit for the 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 to notify you of any potential claim as soon as it is reasonably possible and within 30 days from the Event Date.
- 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 or the Insured Member, by you to the Insured Member, or any 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 9;
 - (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 claim the applicable Benefit; and
 - (iii) the Insured Member's age and/or gender;
 - (c) you and/or 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 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; and
 - (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 Disability or Partial Disability in respect of an Insured Member, the Insured Member must:
 - (i) undertake a vocational assessment and/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;
 - (iii) we will refund to you the reasonable costs of the information obtained by you which causes us to vary our decision; and
 - (iv) 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;
 - (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 of 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 Notices under 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 10.2.1(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 Schedule 1, 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

11.1.1 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 relevant 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 Disability.

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:

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

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

(c) the person was injured 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.

"Account" means an account in Smart Choice.

"Active Service" refers to an Insured Member's occupation or involvement in a 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).

"Annual Review Date" has the meaning given to it in Schedule 1, unless a different meaning is given to it in an applicable Participation Certificate, in which case the meaning 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"**.

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

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

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

"Benefit Escalation" means the automatic increase in the Monthly Benefit in respect of an Insured Member in accordance with clause 6.11.

"Benefit Expiry Age" means the maximum age to which a Benefit will be paid as set out in:

- (a) Schedule 1; or
- (b) the Participation Certificate. If the Participation Certificate does not contain a Benefit Expiry Age, it shall have the same meaning as set out in Schedule 1.

"Benefit Period" means the maximum period that a Benefit can be paid for Total Disability or Partial Disability under this Policy, which cannot exceed past the Benefit Expiry Age. The Benefit Periods available are set out in Schedule 1. The Benefit Period applying to a Member's:

- (a) Choose Your Own Cover provided under clause 3.3, or Voluntary Cover provided under section 7, is set out in the relevant Decision Note; and
- (b) Tailored Cover provided under clause 3.2.5, or clause 3.5, is set out in the relevant Participation Certificate.

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

"Casual Basis" means working on a temporary, as required, basis and receiving a loading on their hourly rate of pay in lieu of, or as advance payment for, various employment entitlements which include paid annual leave and paid personal leave.

"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 which you transfer the entire remaining members in a Legacy Plan into the MySuper Division, Employment-Investment 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 with an Insured Amount that is not subject to the Smart Choice Employer Tailored Terms, requires Underwriting and which must be accepted by us, unless there is another provision of this Policy which provides for the commencement of Choose Your Own Cover automatically.

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

"Cover" means income protection cover which we provide 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, in relation to an Insured Member, the date that Cover in respect of the Insured Member commences under this Policy.

“CPI” means the consumer price index (all groups and all capital cities) published by the Australian Bureau of Statistics. If no such Consumer Price Index is published, the CPI will be a figure determined by us in our discretion.

“Death Benefit” means the amount of Benefit provided in accordance with clause 6.7.

“Decision Note” means a document we issue, in the form of the document set out in Schedule 4, which contains specific terms and conditions which apply to an Insured Member’s Cover, including but not limited to the following:

- (a) the Insured Member’s Monthly Benefit (if any), Waiting Period and Benefit Period;
- (b) the Cover Commencement Date, or the date an increase or decrease in Cover, starts under this Policy;
- (c) Special Acceptance Terms;
- (d) whether any Forward Underwriting Limit has been provided;
- (e) whether we have declined or approved the application; and
- (f) the Occupational Category that applies based on the person’s occupation if the application was Choose Your Own Cover.

“Default Cover” means, in respect of an Eligible Person of an Employer Plan, the 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 3; or
- (b) the date you are notified of an event under section 11.2 of Schedule 3.

“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.

“Disability” and **“Disabled”** means in relation to an Insured Member, Total Disability or Partial Disability, or Totally Disabled or Partially Disabled, as the context requires.

“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 Choose Your Own Cover and Interim Accident Cover, 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;
 - (iv) is working at least 15 hours each week and not on a Casual Basis; and
 - (v) is engaged in an occupation for which Cover is available under this Policy;
- (b) for Legacy Changeover Cover, and Tailored Cover issued under clause 3.2.1, a person who is:
 - (i) a Member;
 - (ii) is 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; and

(iv) not:

- A. in receipt of a benefit under a Legacy Policy;
- B. entitled to make a claim for a benefit under a Legacy Policy;
- C. in receipt of an income protection benefit from any other policy issued by us or any other insurer; and
- D. entitled to make a claim for an income protection benefit under any other policy issued by us or any other insurer; and

(c) for Tailored Cover issued under the Smart Choice Employer Tailored Terms, a person who meets the eligibility requirements specified in section 2.1 of the Smart Choice Employer Tailored Terms.

"Employee" means a person who is working for reward in an occupation (which can include 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, 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 Cover that is paid for by the 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 this Policy which has been agreed between you and us.

"Escalation Factor" means the percentage stated in Schedule 1, or as otherwise stated in a Participation Certificate or Decision Note where applicable, for the purpose of calculating the increase in Benefit in accordance with clause 6.11.

"Event Date" means the later of:

- (a) the date that a Medical Practitioner certifies, and we agree, as the date that the Insured Member has no capacity to perform one or more duties of his or her usual occupation necessary to produce Salary, which cannot be before the date of the Medical Consultation with a Medical Practitioner; and
- (b) the date the Insured Member stops working in his or her usual occupation.

"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".

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

"Full Cover" means Cover which is not Limited Cover.

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

“Fund” means the Retirement Portfolio Service constituted under a trust deed dated 1 September 1992, as amended from time to time, 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 on a Full-time or Part-time basis. **“Gainfully Employed”** has a corresponding meaning.

“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, on a Full-time or Part-time 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” or **“Imprisonment”** means being incarcerated in an Australian correctional services facility or 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 3.7.

“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 Monthly Benefit which we provide in respect of an Insured Member, provided as a multiple of \$100.00.

“Insured Legacy Member” means a member of a Legacy Plan who has income protection cover under a Legacy Policy immediately before the Changeover Date.

“Insured Member” means a Member 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 amount applied for in an application for Choose Your Own Cover or Voluntary Cover as applicable;
- (b) the difference between the amount applied for and any existing Choose Your Own Cover or Voluntary Cover as applicable;
- (c) 75% of the person’s Pre-Disability Salary;
- (d) the Maximum Benefit Level;
- (e) the amount which we would have accepted for the application, if we would have accepted the application; and
- (f) 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 3.4 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.

“Legacy Changeover Cover” means Choose Your Own Cover we provide in respect of any Insured Legacy Member who is admitted into Smart Choice, in accordance with clause 3.1.

“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.

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

- (a) Retirement Portfolio Service
 - (i) ANZ Super Advantage Section;
 - (ii) ANZ Superannuation Savings Account Section;

- (iii) Corporate Super Section; and
- (iv) OnePath MasterFund Section;
- (b) Oasis Superannuation Master Trust
 - (i) Employer Sponsored Members Division; and
 - (ii) Personal Division.

“Legacy Policy” means each of the following policies:

- (a) Group Salary Continuance Policy, Policy Number 6095772 (issued for ANZ Super Advantage);
- (b) Group Salary Continuance Policy, Policy Number 6099436 (issued for Corporate Super);
- (c) Group Salary Continuance Policy, Policy Number 6091243 (issued for Integra Super);
- (d) Group Salary Continuance Insurance Policy, Policy Number 6099139 (issued for the Oasis Superannuation Master Trust – Employer Division); and
- (e) Group Salary Continuance Insurance Policy, Policy Number 6099121 (issued for the Oasis Superannuation Master Trust – Personal Division).

“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 Schedule 1 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 Schedule 1.

“Maximum Individual Transfer Amount” has the meaning contained in Schedule 1.

“Maximum Superannuation Contribution Benefit” has the meaning contained in Schedule 1.

“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 or any other Smart Choice Division we agree.

“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) State or Territory of residence (if applicable);
- (f) Salary;
- (g) date joined Participating Employer;
- (h) Insurance Formula (if required);
- (i) date the Member first became eligible for Cover;
- (j) Premium paid for income protection Cover; and
- (k) Monthly Benefit.

"Membership Category" means:

- (a) a category of membership which is set out in the relevant Participation Certificate; or
- (b) if there is no Participation Certificate, or the 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 on the day immediately before 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 on the day immediately before the Event Date, the six consecutive months immediately prior to the start date of the paid or unpaid Employer Approved Leave, including the period that the person was not working or Gainfully Working where the person has worked for less than six months in the period immediately prior to the start date of the Employer Approved Leave.

"Minimum Benefit Entry Age" has the meaning contained in Schedule 1 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.

"Monthly Benefit" means the amount of the Total Disability Benefit which is:

- (a) for Legacy Changeover Cover, and Default Cover issued under clause 3.2, the lesser of:
 - (i) the amount of Cover the Insured Member has under this Policy;
 - (ii) 75%, or if we have otherwise agreed a Net Replacement Ratio, that Net Replacement Ratio, of the Insured Member's Pre-Disability Salary; and
 - (iii) the Maximum Benefit Level,
- (b) for Choose Your Own Cover and Voluntary Cover, the lesser of:
 - (i) the amount of Cover that the Insured Member has under this Policy;
 - (ii) 75% of the Pre-Disability Salary; and
 - (iii) the Maximum Benefit Level,

plus the Superannuation Contribution Benefit (where applicable in respect of the relevant Insured Member, but excluding where the Net Replacement Ratio is higher than 75%).

"Monthly Income" means:

- (a) for an Insured Member who is not self-employed, total income (excluding superannuation) before income tax excluding long service leave, termination payments and paid parental leave; or
- (b) for an Insured Member who directly owns all or part of the business in which he or she performs their usual occupation, the total amount earned by that business as a direct result of the Insured Member's personal exertion, less his or her share of business expenses, but before the deduction of income tax, for the same period.

"MySuper Division" means the MySuper Division of Smart Choice.

"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 Cover and from whom you have not received an application for Voluntary Cover or Choose Your Own Cover; and
- (b) the Insured Member's Cover commenced after the PDS Date.

"Net Replacement Ratio" means the percentage of salary we agreed to insure (if different from 75%) under a Legacy Policy.

"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.

“Occupational 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 Claim” means the dates you are entitled to receive a Benefit with respect of an Insured Member under the Policy.

“On Risk Letter” means a written letter we issue confirming we agree to provide Tailored Cover.

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

“Partial Disability” or **“Partially Disabled”** means, in our opinion based on the satisfactory evidence available to us at the relevant time, that, solely because of injury or illness, the Insured Member:

(a) is under the regular care of a Medical Practitioner, and is following that Medical Practitioner’s advice;

and

(b) is either:

(i) capable of performing all of the duties of their usual occupation necessary to produce Salary, but is not working to their full capacity and their capacity to earn a Monthly Income is less than their Pre-Disability Salary; or

(ii) incapable of performing one or more duties of their usual occupation necessary to produce Salary but has returned to work in another occupation or their usual occupation and has a Monthly Income less than their Pre-Disability Salary.

“Partial Disability Benefit” means a Benefit which becomes payable under clause 6.4 of this Policy.

“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.

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

“Permanent Employee” means a person who is working for the Plan Participating Employer:

(a) on a permanent basis; or

(b) under a contract for services for a fixed term of at least 12 consecutive months (or any other period we may otherwise agree in writing).

"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 6102172, which contains terms and conditions of Cover which we agree to provide under the MySuper Division, Employer-Investment Choice 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 Schedule 1.

"Pre-Disability Salary" means either (a) or (b):

- (a) the lesser of:
 - (i) the amount of the Salary referable to the Insured Member's Cover at the Cover Commencement Date divided by 12, or where there has been a change in the Insured Member's Cover since the Cover Commencement Date, the amount of Salary referable to the Insured Member's Cover at the date of the most recent variation divided by 12; or
 - (ii) the amount of Salary at the Event Date divided by 12;
- (b) where an Insured Member with Default Cover is restricted to the AAL, means a Pre-Disability Salary that would result in a Monthly Benefit equivalent to the AAL.

"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 7.9.

"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 time period the parties otherwise agree in writing.

"Premium Rates" are the rates contained in Schedule 1 or as otherwise provided by us in writing in a Participation Certificate or other document on a case by case basis and used to calculate the cost for Cover.

"Previous Cover" means income protection type cover for an Insured Member provided:

- (a) by any insurer, including us;
- (b) through any superannuation fund, but excluding through the ANZ Smart Choice Super and Pension Section of the Fund; 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.

"Recurring Disablement" of an Insured Member means the Insured Member:

- (a) after being in receipt of a Benefit under this Policy or after being in receipt of a benefit under a Legacy Policy:
 - (i) returns to work, is Gainfully Working and performing his or her normal duties and usual hours of work prior to receipt of the Benefit, whether Full-time or Part-time; or
 - (ii) is, in our opinion, capable of returning to work and performing his or her normal duties and usual hours of work prior to receipt of the Benefit, whether Full-time or Part-time;
- and

- (b) suffers Total Disability or Partial Disability due to the same or related illness or injury which was the cause of the earlier claim, within six months of the date they were last entitled to receive a Benefit under this Policy or a benefit under a Legacy Policy.

"Retail Division" means the Retail Division of Smart Choice.

"Salary" means:

- (a) where the Insured Member is Gainfully Employed, the annual remuneration components paid for an Insured Member by his or her employer, for the Insured Member's personal exertion including base payment (salary or wages) excluding mandatory superannuation contributions, bonuses, commissions, temporary additions to base payments and unearned income such as investment or interest earnings, unless otherwise specified in the latest Decision Note; or
- (b) where the Insured Member is wholly self-employed, the total amount earned by the business over the financial year as a direct result of the Insured Member's personal exertion or activities through his or her usual occupation, less his or her share of business expenses before the deduction of income tax, or the relevant proportion for part of a financial year.

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

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

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

"Smart Choice Employer Tailored Terms" means the specific terms and conditions contained in Schedule 3 and the relevant Participation Certificate.

"Smart Choice Retail Policy" means the retail income protection policy for the ANZ Smart Choice Super and Pension Section of the Fund, with policy number 6102321.

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

"Superannuation Contribution Benefit" means a Benefit which is provided in accordance with clause 6.6.

"Superannuation Offset" means a contribution paid or payable by another insurer or any compulsory insurance schemes such as Workers' Compensation or Accident Compensation referable to a period that the Insured Member is On Claim, but only to the extent that the contribution is made to replace in whole or in part the compulsory employer superannuation entitlements the Insured Member would have benefit from had he or she not been Disabled.

"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 total disability cover, the sum insured of which was determined 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.

"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 Disability", "Total Disablement" and "Totally Disabled" means, based on the evidence available to us at the relevant time, we have determined that, solely because of injury or illness, the Insured Member:

- (a) is not capable of performing one or more duties of his or her usual occupation which in our opinion is/are necessary to produce the Salary;
- (b) is not working, whether paid or unpaid; and
- (c) is under the regular treatment, and following the advice, of a Medical Practitioner.

"Total Disability Benefit" means a Benefit which becomes payable under clause 6.2 of this Policy.

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

"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 ANZ Smart Choice Super and Pension.

“Uncomplicated Pregnancy” means conditions commonly associated with pregnancy and includes morning sickness, backache, varicose veins, ankle swelling, bladder problems, post-natal depression, multiple pregnancy, threatened miscarriage, participation in an IVF or similar program.

“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.

“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).

“Voluntary Cover” means Cover provided:

- (a) under Section 7 of Schedule 3; or
- (b) under clause 3.2.1 or clause 3.5.

“Waiting Period” means the number of consecutive days applicable to the Insured Member’s Cover for which an Insured Member must be Totally Disabled or Partially Disabled, as the case may be, before the Total Disability Benefit or Partial Disability Benefit becomes payable, as specified in clauses 6.2.2 and 6.4.2. The Waiting Period starts on the latest of:

- (a) the date that a Medical Practitioner certifies as the date of Total Disability;
- (b) the date the Insured Member ceases work solely because of the illness or injury which is the primary cause of the Total Disability or Partial Disability claim; and
- (c) the date we determine, based on the evidence available to us, as the date the Insured Member became Totally Disabled.

The available Waiting Periods are set out in Schedule 1. The Waiting Period applying to a Member’s:

- (a) Choose Your Own Cover provided under clause 3.3, or Voluntary Cover provided under section 7, is set out in the relevant Decision Note; and
- (b) Tailored Cover provided under clause 3.2.5, or clause 3.5, is set out in the relevant Participation Certificate.

“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:	6102172
Policy Owner:	OnePath Custodians Pty Limited ABN 12 008 508 496, AFSL 238346
Policy Start Date:	11 November 2013
Annual Review Date:	1 July each year
Benefit Expiry Age:	65 years old
Minimum Benefit Entry Age	15 years old
Maximum Benefit Entry Age:	64 years old
Maximum Individual Transfer Amount:	\$6,000 per month
Maximum Benefit Level	\$30,000 per month
Amount of Superannuation Contribution Benefit	<p>In respect of an Insured Member with Legacy Changeover Cover who becomes entitled to it, the difference between the amount of the Insured Member's Cover under this Policy and 75% of their Pre-Disability Salary, but cannot exceed 10% of their Pre-Disability Salary, unless we otherwise agree with you in writing.</p> <p>In respect of an Insured Member subject to the Smart Choice Employer Tailored Terms, the amount set out in the Participation Certificate.</p> <p>In all other cases, if a Member elects to apply for a Superannuation Contribution Benefit in their application for insurance cover, the amount of the Superannuation Contribution Benefit is X% of their Pre-Disability Salary, where X% is the "charge percentage" specified in the <i>Superannuation Guarantee (Administration) Act 1992</i> that applies on the date the Superannuation Contribution Benefit is payable. On 17 March 2018, the charge percentage is 9.5%.</p>
Maximum Superannuation Contribution Benefit available	15% of the Insured Member's Pre-Disability Salary unless otherwise agreed to by us
Available Benefit Periods	<p>(a) 2 years;</p> <p>(b) a period ending on the date the Insured Member attains 65 years (referred to elsewhere in this Policy as a "to age 65 benefit period"); or</p> <p>(c) in relation to an Employer Plan – any other Benefit Period that we may agree with you, including 5 years, determined in accordance with this Policy.</p>
Available Waiting Periods:	30 days, 60 days, or 90 days
Premium Guarantee Period:	Two years starting on 17 March 2018
Escalation Factor:	5%
Statutory Fund:	Statutory Fund No. 3

Annual Premium Rates per \$100 of Monthly Benefit of Choose Your Own Cover – 2 year Benefit Period based on White Collar occupation category and including stamp duty.

2 Year Benefit Period						
Age Next Birthday	30 Day Waiting Period		60 Day Waiting Period		90 Day Waiting Period	
	Male	Female	Male	Female	Male	Female
16	2.44	3.44	1.27	1.76	0.81	1.12
17	2.44	3.44	1.27	1.76	0.81	1.12
18	2.44	3.44	1.27	1.76	0.81	1.12
19	2.44	3.44	1.27	1.76	0.81	1.12
20	2.44	3.44	1.27	1.76	0.81	1.12
21	2.47	3.47	1.28	1.77	0.82	1.13
22	2.50	3.51	1.30	1.81	0.82	1.14
23	2.54	3.56	1.31	1.83	0.83	1.14
24	2.58	3.60	1.34	1.85	0.83	1.15
25	2.61	3.64	1.35	1.87	0.83	1.16
26	2.62	3.74	1.37	1.93	0.82	1.21
27	2.65	3.86	1.39	1.99	0.80	1.26
28	2.70	4.02	1.42	2.08	0.78	1.29
29	2.78	4.20	1.46	2.18	0.80	1.32
30	2.87	4.44	1.52	2.30	0.81	1.35
31	2.99	4.69	1.55	2.41	0.83	1.39
32	3.13	4.97	1.63	2.55	0.85	1.44
33	3.28	5.28	1.71	2.70	0.87	1.49
34	3.46	5.61	1.81	2.88	0.92	1.55
35	3.64	5.98	1.89	3.08	0.97	1.63
36	3.85	6.17	2.02	3.28	1.03	1.73
37	4.08	6.37	2.14	3.49	1.11	1.86
38	4.33	6.72	2.28	3.73	1.18	2.01
39	4.61	7.07	2.43	3.98	1.28	2.18
40	4.91	7.53	2.58	4.25	1.39	2.38
41	5.23	7.92	2.84	4.70	1.52	2.62
42	5.58	8.32	3.03	5.00	1.67	2.88
43	5.95	8.75	3.25	5.31	1.84	3.18
44	6.35	9.19	3.47	5.64	2.02	3.53
45	6.79	9.53	3.73	6.00	2.26	3.90
46	7.29	10.01	3.99	6.37	2.50	4.31
47	7.81	10.61	4.28	6.76	2.78	4.77
48	8.39	11.12	4.60	7.18	3.12	5.11
49	9.02	11.80	4.94	7.63	3.48	5.50

2 Year Benefit Period						
Age Next Birthday	30 Day Waiting Period		60 Day Waiting Period		90 Day Waiting Period	
	Male	Female	Male	Female	Male	Female
50	9.71	12.68	5.32	8.11	3.90	6.10
51	10.46	13.32	6.17	9.16	4.37	6.62
52	11.30	13.98	6.67	9.74	4.91	7.23
53	12.22	15.05	7.23	10.37	5.50	7.96
54	13.23	16.01	7.84	11.04	6.17	8.75
55	14.37	17.07	8.52	11.77	6.93	9.58
56	15.63	18.44	9.26	12.58	7.78	10.55
57	17.02	19.46	10.10	13.45	8.72	11.37
58	18.58	20.61	11.05	14.42	9.76	12.21
59	20.35	22.12	12.11	15.50	10.93	13.08
60	22.33	23.79	13.32	16.69	12.22	13.97
61	24.57	25.96	15.41	18.19	13.65	14.85
62	27.04	28.97	16.99	19.64	15.19	15.71
63	28.92	31.43	17.81	20.18	15.50	15.27
64	26.70	27.88	15.93	15.61	12.36	10.23
65	8.80	8.30	5.26	5.15	4.08	3.40

Annual Premium Rates per \$100 of Monthly Benefit of Choose Your Own Cover – ‘To Age 65’ Benefit Period, based on White Collar occupation category and including stamp duty.

To Age 65 Benefit Period						
Age Next Birthday	30 Day Waiting Period		60 Day Waiting Period		90 Day Waiting Period	
	Male	Female	Male	Female	Male	Female
16	6.08	8.23	3.41	4.63	2.59	3.76
17	6.08	8.23	3.41	4.63	2.59	3.76
18	6.08	8.23	3.41	4.63	2.59	3.76
19	6.08	8.23	3.41	4.63	2.59	3.76
20	6.08	8.23	3.41	4.63	2.59	3.76
21	6.28	8.49	3.51	4.79	2.65	3.86
22	6.48	8.76	3.65	4.97	2.75	3.99
23	6.72	9.06	3.79	5.14	2.83	4.09
24	6.94	9.35	3.93	5.32	2.92	4.20
25	7.18	9.65	4.08	5.50	3.01	4.34
26	7.37	10.11	4.20	5.77	3.00	4.64
27	7.61	10.67	4.34	6.10	3.01	4.90
28	7.92	11.31	4.55	6.48	3.05	5.12
29	8.30	12.06	4.77	6.93	3.12	5.32
30	8.74	12.91	5.03	7.43	3.21	5.55
31	9.24	13.84	5.24	7.82	3.34	5.76
32	9.81	14.89	5.58	8.43	3.49	6.00
33	10.45	16.01	5.94	9.07	3.69	6.28
34	11.17	17.23	6.35	9.78	3.92	6.62
35	11.93	18.54	6.80	10.53	4.18	7.01
36	12.77	19.94	7.29	11.33	4.48	7.49
37	13.69	21.42	7.82	12.17	4.84	8.06
38	14.68	22.97	8.40	13.05	5.24	8.73
39	15.75	24.59	9.03	13.98	5.71	9.51
40	16.89	26.29	9.68	14.95	6.22	10.39
41	18.12	28.06	10.74	16.58	6.81	11.40
42	19.43	29.89	11.52	17.67	7.49	12.53
43	20.83	31.76	12.36	18.78	8.27	13.77
44	22.32	33.68	13.24	19.92	9.13	15.14
45	23.92	35.66	14.20	21.06	10.09	16.60
46	25.61	37.66	15.20	22.25	11.18	18.16
47	27.42	39.69	16.26	23.43	12.38	19.81
48	29.32	41.76	17.40	24.63	13.71	21.52
49	31.36	43.83	18.60	25.83	15.19	23.28

To Age 65 Benefit Period						
Age Next Birthday	30 Day Waiting Period		60 Day Waiting Period		90 Day Waiting Period	
	Male	Female	Male	Female	Male	Female
50	33.50	45.89	19.86	27.04	16.80	25.05
51	35.76	47.95	22.77	29.98	18.54	26.81
52	38.14	49.98	24.28	31.21	20.42	28.50
53	40.64	51.98	25.84	32.42	22.42	30.13
54	43.26	53.90	27.48	33.59	24.55	31.62
55	45.98	55.75	29.19	34.68	26.76	32.94
56	48.75	57.44	30.91	35.68	29.02	34.01
57	51.44	58.81	32.57	36.47	31.19	34.68
58	53.92	59.77	34.07	36.98	33.16	34.89
59	56.02	60.16	35.32	37.12	34.75	34.49
60	57.47	59.77	36.12	36.75	35.72	33.36
61	57.86	58.26	38.05	36.01	35.72	31.31
62	56.59	55.17	36.97	33.85	34.24	28.11
63	49.90	47.57	32.06	28.70	28.43	22.16
64	26.70	27.88	15.93	15.61	12.36	10.23
65	8.80	8.30	5.26	5.15	4.08	3.40

Occupational Category Premium Loading Factor

Occupational Category	Premium Loading Factor
White Collar	1.00
Standard	2.20
Heavy Blue	3.20

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 – 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 the Cover is to start, they:
 - (i) are aged at least the Minimum Benefit Entry Age and less than the Maximum Benefit Entry Age;
 - (ii) are either:
 - A. an Australian Resident; or
 - B. a holder of a Visa who is residing in Australia;
 - (iii) are working at least 15 hours each week and not on a Casual Basis;
 - (iv) are a Permanent Employee of the Plan Participating Employer;
 - (v) are engaged in an occupation for which income protection Cover is available under this Policy;
 - (vi) 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
 - (vii) 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 required to administer Default Cover for the 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 becomes 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.
- 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.

Section 3. Commencement of Default Cover under clauses 3.2 and 3.5

- 3.1 Tailored Cover commences on:
- (a) the Changeover Date, where we provide Tailored Cover under clause 3.2.1;
 - (b) the day that the Eligible Person starts work with the Plan Participating Employer, where we provide Default Cover under clause 3.2.5;
 - (c) the Employer Plan's Start Date, where we provide Tailored Cover under clause 3.5, 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 day that the Eligible Person starts work with the Plan Participating Employer, where we provide Default Cover under clause 3.5 and the person became an Employee of the Participating Employer on or after the Employer Plan's Start Date; or
 - (e) the Transfer Date, where we provide Tailored Cover under clause 3.5, the Eligible Person is a Transferring Member and Group Takeover Terms apply.

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, Default Cover for a person will be subject to the Pre-Existing Condition Exclusion if:
- (a) the person:
 - (i) is eligible to receive;
 - (ii) has received; or
 - (iii) 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; or
 - (b) the person is in receipt of an 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).
- 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 4.3 will be void from the date such Default Cover was to commence. Any Premium paid by the Insured Member for Cover issued in breach of section 4.3 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 5.3.
- 5.2 Subject to section 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. 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, the Voluntary Cover 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 becomes Disabled 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.

- 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.
- 7.8 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.
- 7.8A For the avoidance of doubt, if a person becomes Disabled 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.
- 7.9 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.
- 7.10 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.
- 7.11 If we accept an application for Voluntary Cover, the Voluntary Cover is in addition to any existing Cover that the Insured Member holds.
- 7.12 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.
- 7.13 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. Reduction, Cancellation or Variation of Tailored Cover

10.1 An Insured Member who does not have Employer Paid Tailored Cover may request, in a form acceptable to us, a decrease or cancellation of the amount of their Default 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 Tailored 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:

- (a) reduce the Insured Member's Voluntary Cover;
- (b) reduce the Benefit Period applicable to their Voluntary Cover; or
- (c) extend the Waiting Period applicable to their 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;
- (b) remove any loadings or exclusions which apply to an Insured Member's Voluntary Cover;
- (c) extend the Benefit Period applicable to their Voluntary Cover; or
- (d) reduce the Waiting Period applicable to their Voluntary Cover.

10.9 Any variation of Voluntary Cover we approve under section 10.7 or 10.8:

- (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 10.7 or 10.8, will continue to apply to the varied Cover 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 Voluntary Cover or Default Cover applicable to 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. We will not provide Cover for the period from the date Tailored Cover last ceased and the date any new Cover commences.

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. Superannuation Contribution Benefit

- 14.1 If the Superannuation Contribution Benefit is applicable to the Employer Plan, it will be set out in the Plan Participating Employer's Participation Certificate.
- 14.2 The Superannuation Contribution Benefit we pay to you in respect of an Insured Member under section 14.1 will be reduced by any Superannuation Offset paid or payable to you in respect of the Insured Member.
- 14.3 We will reduce the Superannuation Contribution Benefit we pay in a month by the Superannuation Offset.

Section 15. Transfer of Cover between Smart Choice Divisions

- 15.1 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 or MySuper Division.
- 15.2 We will not transfer Cover under this Section 15 to the Pension Division, TTR Division, Retail Division or Defined Benefits Division.
- 15.3 For us to consider an application under section 15.1 you must provide us with such information and documentation we reasonably require.
- 15.4 If we accept a request to transfer Tailored Cover between Smart Choice Divisions, we will notify you in writing.

SCHEDULE 4 – 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: XXXXXXXXXXXXXXXXX
 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>>	6102172	Existing \$TBA	\$TBA	\$TBA	\$TBA
<<sets out any cover requested by the applicant>>	6102172	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>>	6102172	Decision \$TBA	\$TBA	\$TBA	\$TBA
TOTAL Cover				\$TBA	

Decision: Income Protection – 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

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.

