

# Changes to Duty of Disclosure effective 5 October 2021

PRODUCT UPDATE | 5 OCTOBER 2021

This Product Update provides important information on changes to the Duty of Disclosure within ANZ Smart Choice Super for employers and their employees and ANZ Smart Choice Super and Pension.

This Product Update applies for members who wish to obtain insurance cover or make an alteration to existing cover.

## Updated information

This Product update amends the following documents, issued on 31 March 2021:

**ANZ Smart Choice Super for employers and their employees PDS** - page reference: 14

**ANZ Smart Choice Super and Pension PDS** - page reference: 14

**ANZ Smart Choice Super & Pension - Additional Information Guide** - page reference: 50

**ANZ Smart Choice Super for employers and their employees - Insurance Guide - Standard Employer** - page reference: 17

**ANZ Smart Choice Super for employers and their employees - Insurance Guide - Tailored Employer** - page reference: 18

**ANZ Smart Choice Super for employers and their employees - Toll Group Superannuation Plan - Insurance Guide** - page reference: 18

**ANZ Smart Choice Super for employers and their employees - Carter Holt Harvey Australia Superannuation Plan - Insurance Guide** - page reference: 17

This Product update amends the following document, issued on 24 May 2021:

**ANZ Smart Choice Super for employers and their employees - PACT Group Superannuation Plan - Insurance Guide** page reference: 17

## What is changing?

From 5 October 2021, applicants for life insurance (and indeed all types of 'consumer insurance contracts') will no longer be bound by a Duty of Disclosure. Instead, customers entering into a consumer insurance contract will have a duty 'to take reasonable care not to make a misrepresentation'.

In assessing the current duty of disclosure, the Financial Services Royal Commission found the existing approach to disclosure is no longer relevant for modern consumer contracts of insurance. It was concluded that the duty does not recognise the breadth and depth of the gap between what a consumer knows and what an insurer knows is relevant.

## Why these changes are necessary

The Financial Services Royal Commission concluded that the duty to take reasonable care not to make a misrepresentation to an insurer is more appropriate for consumer contracts of insurance and is substantially less complex than the current disclosure duty.

The new duty to take reasonable care places a greater obligation on insurers to collect the information they need, rather than requiring applicants to guess what information might be important to an insurer.

As such this is a positive development, which should strengthen customer - and adviser - confidence that insurers will honour their promise and be there when it matters most, claim time.

## **DUTY TO TAKE REASONABLE CARE**

### **The duty to take reasonable care**

When applying for insurance, you have a legal duty to take reasonable care not to make a misrepresentation to the Insurer.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### **If you do not meet your duty**

Not meeting your legal duty can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where the Insurer later investigates whether the information given to them was true. For example, the Insurer may do this when a claim is made.

### **About this application**

When you apply for life insurance, the Insurer conducts a process called underwriting. It's how they decide whether they can provide cover, and if so, on what terms and at what cost.

The Insurer will ask questions they need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to the Insurer in response to their questions is vital to their decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, the Trustee may pass on to the Insurer personal information you provide to the Trustee. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to the Trustee.

### **Guidance for answering the Insurer's questions**

You are responsible for the information you provide to the Insurer. When answering their questions, you should:

- Think carefully about each question before answering. If you are unsure of the meaning of any question, please ask the Insurer before you respond.
- Answer every question.
- Answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it. Please don't assume the Insurer will ask others such as your doctor.
- Review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

### **Changes before your cover starts**

Before your cover starts, the Insurer may ask about any changes and you have the opportunity to answer their questions differently. As any changes might require further assessment or investigation, it could save time if you let the Insurer know about any changes when they happen.

### **Notifying the Insurer**

If, after your cover starts, you think you may not have met your duty, please tell the Insurer immediately and they will let you know whether it has any impact on your cover.

### **Telephone contact**

After you submit your application, the Insurer may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the Insurer before the contract of insurance is entered into also applies during any phone contact with the Insurer.

## If you need help

It's important that you understand this information and the questions the Insurer asks. Ask the Insurer for help if you have difficulty answering their questions or understanding the application process.

If you're having difficulty due to a disability, understanding English or for any other reason, help is available and can be provided if required. You can have a support person you trust with you.

## What can the Insurer do if the duty is not met?

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to the Insurer. These are set out in the *Insurance Contracts Act 1984 (Cth)*. They are intended to put the Insurer in the position they would have been in if the duty had been met.

For example, the Insurer may do one of the following:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover
- vary the terms of the cover.

Whether the Insurer can exercise one of these remedies depends on a number of factors, including all of the following:

- whether you took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific the Insurer's questions were and how clear the information they provided on the duty was
- what the Insurer would have done if the duty had been met – for example, whether they would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- in some cases, how long it has been since the cover started.

Before the Insurer exercises any of these remedies, they will explain their reasons, how to respond and provide further information, and what you can do if you disagree.

## We're here to help

If you have any questions, please:

- please speak with your financial adviser
- call Customer Services on **13 12 87** weekdays between 8.30am and 6.30pm (AEST)
- email [anzsmartchoice@anz.com](mailto:anzsmartchoice@anz.com)

This Product Update is issued by OnePath Custodians Pty Limited (ABN 12 008 508 496, AFSL 238346, RSE L0000673) (OPC) as the issuer of ANZ Smart Choice Super which is part of the Retirement Portfolio Service.

ANZ Smart Choice Super is a suite of products consisting of ANZ Smart Choice Super and Pension, ANZ Smart Choice Super for employers and their employees and ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees (together '**ANZ Smart Choice Super**'). ANZ Smart Choice Super and Pension is a retail product issued pursuant to a [Product Disclosure Statement \(PDS\) \(PDF 189kB\)](#). ANZ Smart Choice Super for employers and their employees and ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees are both MySuper compliant employer products issued pursuant to a separate [PDS for employer plans \(PDF 186 kB\)](#) and [PDS for QBE \(PDF, 198kB\)](#).

The ANZ Smart Choice Super and Pension product is distributed by Australia and New Zealand Banking Group Limited (ANZ) (ABN 11 005 357 522). ANZ is an authorised deposit taking institution (Bank) under the Banking Act 1959 (Cth). OnePath Custodians is the issuer of ANZ Smart



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The information in this document is of a general nature only and has been prepared without taking into account your objectives, financial situation or needs. Before making a decision based on this information, you should consider the appropriateness of the information, having regard to your objectives, financial situation and needs. You should consider obtaining financial advice before making any decisions based on the information. You should also consider the relevant Product Disclosure Statement and any product updates available free of charge at [anz.com](http://anz.com) or by calling Customer Services on 13 12 87 before making any decision about whether to acquire, or to continue to hold, the product.

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# ANZ SMART CHOICE SUPER FOR EMPLOYERS AND THEIR EMPLOYEES

INSURANCE GUIDE | ISSUED 31 MARCH 2021  
TAILORED EMPLOYER PLANS



# ANZ SMART CHOICE SUPER

## ENTITY DETAILS IN THIS INSURANCE GUIDE

Name of legal entity	Registered numbers	Abbreviated terms used throughout this Insurance Guide
OnePath Custodians Pty Limited	ABN 12 008 508 496, AFSL 238346, RSE L0000673	OnePath Custodians, OPC, Trustee, us, we, our
OnePath Life Limited	ABN 33 009 657 176, AFSL 238341	OnePath Life, Insurer
Retirement Portfolio Service	ABN 61 808 189 263, RSE R1000986, SFN 4571 159 75	Fund
Australia and New Zealand Banking Group Limited	ABN 11 005 357 522, AFSL 234527	ANZ
Oasis Asset Management Limited	ABN 68 090 906 371	Oasis Asset Management, Administrator

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## INSURANCE POLICIES

Insurance cover within ANZ Smart Choice Super is provided by OnePath Life Limited under group policies issued to the Trustee. In all cases, insurance cover for a member is subject to the terms and conditions of these policies. If there is any inconsistency between the terms and conditions of the insurance policies and the ANZ Smart Choice Super Product Disclosure Statement (PDS), including this Guide, or any fact sheet, the terms and conditions of the insurance policies prevail.

You may request copies of the ANZ Smart Choice Super policies by calling Customer Services on 13 12 87.

This Guide sets out a summary of the terms and conditions of the ANZ Smart Choice Super policies, and is not a legally binding contract of insurance with the Insurer.

The Trustee reserves the right to change Insurer, or vary the benefits or rates for Insurance fees (premium) from time to time.

## IMPORTANT INFORMATION

This version of this Insurance Guide (this Guide) must be read together with the ANZ Smart Choice Super for employers and their employees Product Disclosure Statement (ANZ Smart Choice Super PDS) dated 31 March 2021.

ANZ Smart Choice Super for employers and their employees (ANZ Smart Choice Super) is part of the Fund. When an employer joins ANZ Smart Choice Super, their nominated employees become members of the Fund. OnePath Custodians is the Trustee of the Fund and is the issuer of this Guide.

This Guide is issued for the information of new members joining the Employer Plan on or after the issue date of this Guide. Other members should refer to the insurance guide that they received on joining the Employer Plan because the information in this Guide might not be accurate for them.

The issuer is a company within the IOOF Group of companies, comprising IOOF Holdings Limited ABN 49 100 103 722 (IOOF) and its related bodies corporate. The ANZ brand is a trademark of ANZ and is used by OPC under licence from ANZ. Neither the issuer, ANZ nor any of their related or associated companies guarantee the repayment of capital, the performance or any rate of return of, the investment options chosen in the Fund. Investments made into the investment options are subject to investment risks and other risks. This could involve delays in the repayment of principal and loss of income or principal invested.

OnePath Life Limited (**OnePath Life**) ABN 33 009 657 176, AFSL 238341 provides insurance through ANZ Smart Choice Super. OnePath Life is a company within the Zurich Financial Services Australia Group. OnePath Life and OnePath Custodians are not related bodies corporate.

The factual information and advice provided in this Guide is of a general nature and has been prepared without taking into account your objectives, financial situation or needs. You should obtain financial advice tailored to your personal circumstances. Before acting on the information or advice, you should consider whether it is appropriate for you, having regard to your objectives, financial situation and needs. You should obtain a copy of the ANZ Smart Choice Super PDS before making any decision about whether to acquire, or to continue to hold, the superannuation product. You can obtain a copy of the PDS by contacting Customer Services on 13 12 87.

The Fund is governed by a trust deed (**Trust Deed**). Together with superannuation law, the Fund's Trust Deed sets out the rules and procedures under which the Fund operates and the Trustee's duties and obligations. If there is any inconsistency between the Trust Deed and the PDS or this Guide, the terms of the Trust Deed prevail. A copy of the Trust Deed is available from the Trustee free of charge.

If an employer has selected insurance cover as part of ANZ Smart Choice Super, the insurance cover is provided by OnePath Life or another insurer approved by the Trustee.

In the case of this Guide, cover is provided by OnePath Life Limited (**the Insurer**) under group policies issued to the Trustee. In respect of such policies, the Trustee reserves the right to change insurer, or vary the Benefits or Insurance fee rates from time to time. A separate policy for Death and Total and Permanent Disablement (TPD) and Income Protection arrangements applies, and each will be referenced as '**Policy**' throughout this Guide.

Where the Insurer imposes loadings or exclusions as a result of the member's health, pastimes or other individual circumstances, the Insurer will write to the Trustee and provide specific details relating to the member's cover. The member will receive notification where this occurs.

The Trustee is responsible for the contents of this Guide.

The ANZ Smart Choice Super PDS comprises the following documents:

- ANZ Smart Choice Super for employers and their employees Product Disclosure Statement dated 31 March 2021;
- ANZ Smart Choice Super for employers and their employees and ANZ Smart Choice Super for QBE Management Services Pty Ltd and their employees Additional Information Guide (AIG) dated 31 March 2021;
- ANZ Smart Choice Super for employers and their employees Fees Guide dated 31 March 2021;
- ANZ Smart Choice Super Buy-Sell Spread Guide dated 31 March 2021;
- ANZ Smart Choice Super for employers and their employees Insurance Guide for Tailored employer plans dated 31 March 2021 (**Tailored Insurance Guide**); and (to the extent that it is referred to in the PDS, AIG, Fees Guide, Buy-Sell Spread Guide and the Tailored Insurance Guide) the relevant disclosure relating to the Choose Your Own cover contained in the ANZ Smart Choice for employers and their employees – Insurance Guide for Standard Employer Plans dated 31 March 2021 (both insurance guides are referred to as **Insurance Guide(s)**).

The information in this document forms part of the ANZ Smart Choice Super PDS dated 31 March 2021.

The purpose of this Guide is to give you more information and/or specific terms and conditions referred to in the PDS. You should consider all that information before making a decision about ANZ Smart Choice Super.

You can access a copy of the ANZ Smart Choice Super PDS and any matter that is applied, adopted or incorporated in the PDS from our website at [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper)

This Guide, the link to which was included in your Welcome Letter, contains all the information about the insurance applicable to your Employer Plan.

You may also request a copy of all information (including this Guide) free of charge by contacting Customer Services.

### Trustee contact details

OnePath Custodians Pty Limited  
ABN 12 008 508 496 AFSL 238346 RSE L0000673

347 Kent Street, Sydney NSW 2000

GPO Box 5107, Sydney NSW 2001

Phone 13 12 87 weekdays between 8.30am and 6.30pm (AEST)

Email: [anzsmartchoice@anz.com](mailto:anzsmartchoice@anz.com)

Website [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper)

# INSURANCE IN ANZ SMART CHOICE SUPER

This Guide details the types of insurance available to you as a member of ANZ Smart Choice Super.

No matter what stage you are at in your life, you may wish to seek professional advice to consider if insurance will provide you with an appropriate safety net.

In the unfortunate event of your death or disablement, insurance may also help ensure your family's financial future is looked after. Insurance Benefits can help pay your debts and cover the cost of any unexpected medical treatment that you may need.

Under ANZ Smart Choice Super, your Employer can choose either Standard (non-tailored) insurance cover or negotiate Tailored insurance cover arrangements to apply to its plan.

This Guide covers the arrangements for employer plans with Tailored insurance cover.

If you do not belong to a Tailored employer plan to which this Guide relates (or your Employer Plan has its own specific insurance guide), speak to Customer Services to obtain the guide relevant to the insurance cover established on your behalf.

When reading this Guide, some expressions (capitalised) have a special meaning. This meaning is either explained in context or in the 'Definitions' section on pages 20 to 26.

## WHAT IS TAILORED COVER?

ANZ Smart Choice Super gives employers the flexibility to choose a Tailored insurance cover designed for their employer plan, including the type of cover provided, and the Default cover amount. Insurance fees will be tailored to your Employer Plan, and the plan design may also include different **Membership Categories**.

Where different Membership Categories are available, your type and level of cover may depend on the category which your Employer has advised for you. In the event that an error has occurred, and you have been established in an incorrect category, the Insurer may assess any claim against the insurance design and eligibility criteria of your current category.

To find out the membership category applicable to you, call Customer Services on 13 12 87. If you believe that you are in an incorrect membership category you must advise both us and your employer immediately as your eligibility for a future benefit or claim may be affected if you are not in the appropriate membership category.

At the time your account is created, your employer is required to give us the details necessary to:

- determine your eligibility for insurance cover;
- calculate the sum insured that you are entitled to; and
- determine the insurance fee rates and any loadings that are applicable to you.

If your employer does not provide this information, or until this information is provided, we cannot establish insurance cover in your ANZ Smart Choice Super account. If the information is not provided to us within 180 days of you commencing employment with your employer, you may no longer be eligible for Default cover. In this instance, you may need to apply to the insurer for cover, and it will be at the discretion of the insurer as to whether this cover is provided to you and the terms applicable to that cover.

To ensure your details have been set up correctly by your employer, check the details found in your Welcome Letter, including gender, occupational category (if applicable), date of birth, types of insurance and sum insured. If you believe that any of this information is incorrect, you must advise both us and your employer immediately.

You can also view the sum insured, type of insurance and your insurance fees via ANZ Internet Banking. Alternatively you can call Customer Services on 13 12 87 for assistance with your account or to register for ANZ Internet Banking.

If your Employer has not arranged a Tailored cover design, the insurance provided will be Standard cover. This includes Default Death and Total and Permanent Disability cover, called Lifestage cover. This is based on a sum insured scale that changes when you move through different age bands. See the ANZ Smart Choice Super for employers and their employees Insurance Guide for Standard employer plans for more information which can be obtained by calling Customer Services on 13 12 87, or can be downloaded at [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper)

## WHAT TYPE OF COVER IS AVAILABLE?

ANZ Smart Choice Super provides access to the following insurance options.

### **Death and Total and Permanent Disability (TPD) cover:**

Provides a lump sum Benefit if you die, suffer from a **Terminal Illness**, or become **Totally and Permanently Disabled** by injury or illness.

TPD cover is only available in combination with Death cover and the amount of your TPD cover cannot be greater than the amount of your Death cover.

### **Death only cover:**

Provides lump sum, income stream or a combination of both to your beneficiary in the event of death or a lump sum payment to you, if you suffer from a Terminal Illness.

If you require Death cover without TPD cover, depending on the Tailored insurance cover design applicable for your Employer Plan, you may be able to cancel the TPD cover component of the cover.



### **Income Protection (IP) cover (if applicable):**

Provides replacement income to help cover your expenses if you are unable to work due to an injury or illness – giving you time to focus on your health and recovery.

Income Protection payments are paid monthly for the chosen **Benefit Period** (either two years or 'to age 65', although your Employer may have also negotiated the option of a five year period). Payments commence after a chosen Waiting Period. See 'Payment of Income Protection Benefits' on page 9 for more information.

Depending on what your Employer has arranged, Default and Voluntary cover may be available to you.

A Superannuation Contribution Benefit (SCB) may also be available if your Employer has negotiated this option, or you have applied for this under an individual application.

### **DEFAULT COVER**

This is an amount of cover provided to eligible members upon joining, up to the **Automatic Acceptance Limit (AAL)**, which is the maximum level of Default cover applying to your Employer Plan. Default cover can be based on a formula or on a fixed cover amount, depending on what your Employer has chosen.

The amount of your Default cover is calculated:

- when you join your Employer Plan;
- at 1 July each year;
- when your employer advises a new **Salary** for you (where the amount of your default insurance is based on a formula including your Salary); and
- when the level, Insurance fee or formula of your Default cover is changed.

The amount of your Default cover and the relevant Insurance Formula for your Membership Category will be included in your Welcome Letter.

Any increase in the Default cover is up to the lesser of:

- the AAL; and
- 25% of your Default cover on the day immediately prior to the 1st of July that your Default cover is to increase.

You can change the amount of your cover, or cancel your cover by:

- adding to it by applying for Voluntary cover; or
- reducing your amount of cover to then have a fixed amount of Voluntary cover without underwriting; or
- opting out of your Default cover at any time online, or by submitting a written request (in a form acceptable to the Insurer) to the Insurer or your Employer – if you do this, you will not be able to obtain Default cover again in relation to the employer plan.

If you reduce or opt out of your cover, and later want to obtain cover, or obtain a higher level of cover, you will need to apply, provide medical and health evidence, and have your application accepted by the Insurer.

If the Insurance fees for your Default cover are paid by your Employer, to opt out of or reduce the amount of Default cover you need to speak to your Employer first so that your request can be actioned by your Employer.

Your Employer's arrangement with us to incur the cost of any fees is voluntary and consent for such an arrangement may be withdrawn at any time. If this is the case, you will receive 30 days prior notification. We will let you know of the options available to you.

### **VOLUNTARY COVER**

This is usually a fixed amount of Death or Death and TPD and/or Income Protection cover provided subject to underwriting by the Insurer.

There is no limit on the amount of Voluntary Death cover you can apply for. However, there is a maximum of \$2.5 million for Terminal Illness cover and \$3 million for TPD cover. For Income Protection cover the maximum cover is 75% of your monthly Salary, plus a Superannuation Contribution Benefit (SCB), if your Employer has negotiated this option to apply, or if you have applied for SCB under an individual application. The maximum overall Benefit payable is \$30,000 per month.

You may need to provide evidence of your health with your application. The Insurer may impose conditions, exclusions and/or Insurance fee loadings, or may decline your application for new or additional Voluntary cover.

Any existing cover will continue until the Insurer approves your application for new or additional Voluntary cover. If the Insurer does not accept your application, your existing cover will continue, and will not be affected by the declined application.

We will advise you in writing of the Insurer's decision. If condition(s) and/or exclusion(s), or a loading to your Insurance fee applies to the Voluntary cover you are offered, and you would like this reviewed by the Insurer, you may need to cover the costs of any medical evidence required to have your cover re-assessed.

You can choose not to accept the Insurer's offer to provide Voluntary cover based on any Insurance fee loading, conditions and/or exclusion(s). If you do not accept or respond within 21 days of the Insurer's decision, your cover will revert to the amount prior to your request.

You may be eligible for Interim Accident cover while your application is being assessed (see 'Interim Accident cover' on page 14 for more information).

You can apply for Voluntary cover:

- to increase the amount of your Death only or Death and TPD cover;
- if you were not provided with Default cover and would like to apply for cover;
- to apply for Income Protection cover or to increase or reduce your current amount of Income Protection cover;
- to fix the amount of your Death and/or TPD cover;
- to remove any Pre-Existing Condition (PEC) Exclusion, conditions, exclusions or medical loadings imposed by the Insurer on your cover;

- to re-apply for cover where cover ceased under the Policy for any reason.

You may request a decrease in the amount of cover by contacting us in writing, email or calling Customer Services on 13 12 87.

### What happens to Default cover when you obtain Voluntary cover?

If your Voluntary Death only cover or Death and TPD cover is accepted by the Insurer, it will be added to any Default cover as a fixed amount, subject to the Maximum Benefit Level and any conditions, exclusions and medical loadings notified by the Insurer.

If the Insurer does not accept your application for Voluntary cover, any existing cover you hold through ANZ Smart Choice Super will continue unaffected by the declined application. When you apply for Voluntary cover, you will have the choice to apply using a:

Short Form Personal Health Statement\*:

- For all applications up to \$1 million.

Full Personal Health Statement:

- For all applications of cover over \$1 million (Death and TPD).

\* Note: You may need to complete a Full Personal Health Statement if the Insurer has reviewed your Short Form Personal Health Statement and requires further details to assess your application.

If you are transferring your cover from another superannuation fund and the Insurer has approved the transfer, the additional Voluntary cover will be added to any cover you currently have in place, subject to the Maximum Benefit Level.

You can apply for elect to cancel or reduce your Voluntary cover at any time by contacting Customer Services on 13 12 87.

## LIFE EVENTS COVER

Life Events cover gives you the ability to adjust your Death only or Death and TPD cover as your circumstances change by allowing you to obtain or increase your existing Voluntary cover without additional underwriting. To be eligible for Life Events cover, you must have been accepted for Default or Voluntary cover before the Life Event occurs and your application for an increase in your cover must be received by the Insurer within 30 days of that event taking place. The increase to your cover may be applied as an additional amount of Voluntary cover.

You may apply for only one specific Life Event within any 12 month period, up to a maximum of three accepted Life Events applications.

Life Events can be:

- Your marriage (you can make only one application with respect to marriage).
- The birth or adoption of a child by you or your spouse.
- Your child starting secondary school.
- Taking out a mortgage (from an accredited mortgage provider) to purchase your first home.

You must provide the Insurer with relevant evidence of each event.

The maximum increase available on a Life Event is the lesser of:

- 25% of your existing cover; and
- \$200,000;

but cannot cause your cover to exceed the **Maximum Benefit Level** (refer to the 'Definitions' section).

Life Events cover is not available if at the time of the application:

- you have claimed or are in the process of claiming, in a Waiting Period for or in receipt of, a Terminal Illness, TPD, temporary disability or Income Protection Benefit under any insurance policy;
- you are aged 55 years or older as at the date of the occurrence of the Life Event;
- if you have previously had a Life Events cover option accepted by the Insurer for marriage, and you are applying again to increase your cover for marriage;
- you have applied for a Life Event within the past 12 months;
- you have previously had 3 Life Events cover options accepted by the Insurer;
- your cover has ended under the Policy.

The increased amount is based on your type of cover at the time of your application and on the same terms. The increase in cover will apply from the date the application is accepted in writing.

## COVER FOR LOW-BALANCE ACCOUNTS AND FOR MEMBERS UNDER THE AGE OF 25 YEARS

Under the Putting Members' Interests First (PMIF) legislation, unless covered by an exception, default insurance cover cannot be automatically provided to:

- members under 25 years old; or
- members who have a superannuation balance of less than \$6,000 (regardless of their age).

You may still opt in to add insurance cover to your super account or to retain your existing insurance coverage. You will receive notification explaining the changes and how you can retain your insurance cover.

Please note that an exception may apply if:

- you are an emergency services worker, or work in a 'dangerous occupation' (subject to the Trustee making an exclusion election), or
- your employer fully meets the cost of your insurance cover.

## TRANSFERRING COVER

Where you hold insurance cover in another superannuation fund and with another insurer, you may apply to have this cover transferred to your account in ANZ Smart Choice Super\*. By completing an Individual Insurance Transfer application, you can request that an equivalent amount (subject to maximum limits)\* of Death or Death and TPD cover that you had in your previous cover, is applied to your ANZ Smart Choice Super account. Any application for an Insurance Transfer may require evidence of previous cover and will be assessed by the Insurer who has the discretion to accept, decline or defer this application. If accepted, this cover:

- is provided conditional upon cancellation of the previous cover, and any benefit paid under this Policy will be reduced by the amount of any benefit paid or payable under the Previous Cover;
- will carry across any loadings, exclusions, restrictions or limitations which applied to your previous cover, unless the Insurer has noted otherwise in the Decision Note;
- will be provided according to the terms and conditions of the ANZ Smart Choice Super insurance policies, including any terms and conditions contained in the **Decision Note**;
- is provided as Voluntary cover, where you are in an Employer Plan; and
- will be in addition to any existing cover you hold under the Policy.

To apply for an Insurance Transfer please contact Customer Services on 13 12 87. Terms, conditions and eligibility criteria apply. If you are intending on completing a rollover of your other Super accounts into ANZ Smart Choice Super you may wish to apply for the Insurance Transfer before submitting a rollover request. A whole balance rollover out of a super fund will often result in the account closing and associated insurance ceasing.

\* If the Insurer accepts your application, the insured amount that will be provided will be subject to:

- the maximum transfer amount of \$1 million for Death and TPD;
- the maximum transfer amount of \$6,000 per month for Income protection and cannot exceed 75% of Salary with a Benefit Period of 2 years unless otherwise agreed by the Insurer in writing;
- total cover after the transfer not exceeding the Maximum Benefit Level.

## ELIGIBILITY FOR COVER

### DEFAULT COVER

For an Employee to be eligible for Default Death, Death and TPD and/or Income Protection cover:

- you must be a member of ANZ Smart Choice Super;
- you may receive default cover a number of times during your membership, for example where you meet an exception or we are obliged to provide you with cover in order to meet a legislative requirement. This excludes default cover the Insurer provides you in a different account with respect to a different participating employer;
- you must be aged 15 or over, and under 65 (under 64 years of age for Income Protection cover) when you join<sup>^</sup>;
- you must have an account balance of \$6,000 or over<sup>^</sup>;
- we must receive an Employer superannuation contribution into your ANZ Smart Choice Super account within 180 days of the Cover Commencement Date;
- on the 180th day after the Cover Commencement Date you will need to have a sufficient balance to cover the cost of your insurance for the 180 days since your Cover Commencement Date. If you do not meet any of the conditions of default cover, your insurance cover will be cancelled from the date it commenced and any insurance fees deducted from your ANZ Smart Choice Super account will be refunded to your account. You will not be eligible to claim during this period;
- you must be an **Australian Resident** or holder of a **Visa** residing in Australia;
- you must not have had a claim admitted, are not in the process of claiming, are not in receipt of, are not in a

Waiting Period for (if a Waiting Period applies), have not been paid, and are not entitled to be paid, a benefit for terminal illness or total and permanent disablement, under the Policy or any other policy issued by us or another insurer or from a superannuation fund\*;

- you are not in the process of claiming, are not in receipt of, are not in a Waiting Period for (if a Waiting Period applies), and are not entitled to be paid, any income support type benefit from any source, including but not limited to workers' compensation benefits, statutory motor accident benefits or income protection type benefits (including government income support benefits of any kind and benefits from a superannuation fund);
- you have not previously been accepted for any insurance cover by Automatic Acceptance under the Policy or any insurance policy issued by us or another insurer;
- you must satisfy any additional eligibility rules that apply to your Employer Plan or Membership Category in the employer plan; and
- for Income Protection cover only, be working at least 15 hours each week and not on a **Casual Basis**.

To obtain more information please contact Customer Services on 13 12 87.

<sup>^</sup> You must provide an opt-in election if you are under 25 or with an account balance less than \$6,000, unless you are covered by a PMIF exception.

\* Your Default cover will be limited to Death cover (no TPD cover) and your Income Protection cover will be subject to a Pre-Existing Condition Exclusion, if you are eligible to receive, have received, have lodged a claim for, or have a claim pending for, a TPD and/or Income Protection Benefit.

### LIMITED COVER WHEN NOT AT WORK

Default cover is subject to New Events Cover if you were Not At Work at the time your Default cover started. If you return to work and are at work for 30 consecutive days, New Events Cover will be removed from your Default cover on the day immediately after the expiry of this 30 day period. See 'Definitions of terms used in this Guide' on page 20 for the meaning of **New Events Cover**, At Work and Not At Work.

The Trustee and the insurer will assess eligibility to the extent possible based on the details provided by your employer. To avoid being charged insurance fees for cover you are ineligible for, please ensure that you notify us if you are aware of any reason why you may not be eligible or contact us if you would like to discuss whether you are eligible for Default cover.

If the Trustee and/or the Insurer are told or otherwise become aware that they have accepted insurance fees for cover for which you were ineligible, the relevant insurance fees will be refunded and no insurance cover will apply for any period during which you were ineligible.

### VOLUNTARY COVER

You can apply to obtain Voluntary cover if this option is available in the design of your Employer Plan. You must also:

- be a member of ANZ Smart Choice Super;
- be aged 15 or over, and under 65 (under 64 years of age for IP cover) when you apply;
- be an **Australian Resident** or holder of a **Visa** residing in Australia;
- for Income Protection cover only, be working at least 15 hours each week and not on a Casual Basis;

- be engaged in an occupation which the Insurer provides insurance cover to;
- satisfy any additional eligibility rules that apply to your Employer Plan or Membership Category in the employer plan.

To obtain more information, please contact Customer Services on 13 12 87.

## WHEN DOES COVER COMMENCE?

### DEFAULT COVER

If you are eligible for Default cover (see Eligibility for cover – Default cover), it starts from:

- when you commence work with your Employer, if you are a new employee; or
- the date your Employer became an ANZ Smart Choice Super **Participating Employer** – if you were working for your employer when your Employer Plan joined ANZ Smart Choice Super.

For members under 25 years old or with an account balance less than \$6,000, Default cover starts:

- when you commence work with your employer, if you have opted in within 90 days of joining your employer (or under a PMIF exception).
- the day your opt-in election is received. If you have opted in after 90 days of joining your employer, **New Events Cover** applies.
- the day PMIF thresholds\* or an exception is met (no opt-in is required).

For Default cover to start, you must meet the conditions outlined in the 'Eligibility for cover' section on page 7.

If Default cover does not commence, you may be eligible to apply for Voluntary cover.

\* When you turn 25 and your account balance is \$6,000 or more.

### VOLUNTARY COVER

In addition to any Default cover you are eligible for, you may apply for Voluntary cover, subject to agreement and acceptance by the Insurer.

Cover commences on the date the Insurer approves your application and advises you of this in writing, provided 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.

If the Insurer accepts your application subject to **Special Acceptance Terms** the Voluntary cover starts on the Acceptance Date as long as the Insurer receives:

- your signed acceptance within 21 days of the Acceptance Date; and
- 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.

We will send a letter to you confirming your cover and the date that your cover commenced.

If you request a decrease in the amount of your Default cover, Voluntary cover will replace your Default cover, and will commence on the later of the date of your request or the date you specified in your request.

If you apply for Voluntary Cover, the Voluntary Cover will be in addition to your Default Cover, and will commence on the date the Insurer approves your application in writing.

If you request a decrease in the amount of your Voluntary cover, your new level of Voluntary cover similarly commences on the later of the date of your request or the date you specified in your request.

Transferred cover commences as Voluntary cover on the date the Insurer approves your application and advises you of this in writing, provided there are sufficient funds in your account to pay for the Insurance fees. We will send a letter to you confirming the date that it commences.

### COVER ACCEPTANCE

Where the Insurer approves your cover or any change in cover on altered terms, you will be notified as soon as reasonably practicable and your acceptance of these will be required. If you do not respond within 21 days of the Insurer's decision, your cover will revert to the amount prior to your request.

If the Insurer does not accept your application, your existing cover will continue, and will not be affected by the declined application, except where the Insurer has rights at law to avoid or otherwise reduce your cover.

## WHO IS THE BENEFIT PAID TO?

As the insurance policy is issued to the Trustee and cover is offered to you under the Policy as a member of ANZ Smart Choice Super, the Insurer will pay any Benefits to the Trustee. Once we receive the proceeds from the Insurer these will be held in the superannuation environment, in the ANZ Smart Choice Cash investment option. If you would like to switch this amount to another investment option you can do so online via ANZ Internet Banking or by calling Customer Services. Upon meeting a condition of release, you will receive the Benefit amount, adjusted positively or negatively, for investment earnings.

Any claims made on the Policy must be made through the Trustee as the Policy owner. Before the Trustee can pay any insurance Benefit to you or your beneficiary(ies), the claim must be accepted by the Insurer and approved by the Trustee.

Under superannuation law, the Trustee may only release a Benefit (including any Terminal Illness, TPD or Income Protection Benefit paid to the Trustee by the Insurer) where you have met a 'condition of release' under superannuation law. Conditions of release are explained in the AIG on page 10, under 'Accessing your Super'. If the Trustee cannot release your Benefit, any proceeds will be credited to your super account and paid when you meet a condition of release.

The Trustee will pay any **Death Benefit** (comprising your account balance and any sum insured amounts for cover in force) at the claim date, to the beneficiary(ies) you have nominated in your non-lapsing nomination, unless there is no nomination or your nomination is defective or has been cancelled. See 'Nominating a Beneficiary' in the AIG for information about nominating beneficiaries and non-lapsing nominations and how the Trustee determines a claim if there is no nomination on your account. The AIG is available on [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper)

If the Insurer rejects, reduces or defers a claim, the Trustee may reduce the Benefit payable to take into account the Insurer's refusal, reduction or deferral. However, after the Trustee has reviewed all relevant medical reports and documents that the Insurer relied upon to make its decision, if the Trustee is of the view that the claim has a reasonable prospect of success, the Trustee will do everything that is reasonable to pursue the matter on your behalf.

## PAYMENT OF DEATH AND TPD BENEFITS

### Death Benefit

A Death Benefit will be paid if you die while your cover is in force. See 'When cover ceases' on page 13 for more information.

### Terminal Illness Benefit

A Terminal Illness Benefit will be paid if you become Terminally Ill while your Death cover is in force (refer to page 25 for the definition of Terminal Illness).

The Terminal Illness Benefit is the lesser of your Death cover sum insured and \$2.5 million. Your Death cover will reduce by the amount of any Terminal Illness Benefit paid. If the insured Death Benefit is greater than \$2.5 million, the balance is paid on your death, provided it occurs while your cover is still in force.

### TPD Benefit

A TPD Benefit will be paid if while your cover is in force you become Totally and Permanently Disabled according to TPD Definition 1 or TPD Definition 2.

TPD Definition 1 applies to you if you:

- are aged less than 60 years on the **Event date**;
- are **Gainfully Working** on the day immediately prior to the Event Date; and
- have worked at least the **Minimum Average Hours**.

TPD Definition 2 applies to you if you:

- are aged between 60 years and the **Benefit Expiry Age** on the Event Date;
- are not Gainfully Working on the day immediately prior to the Event Date; or
- have not worked at least the Minimum Average Hours.

TPD Definitions 1 and 2 are set out in 'Definitions of terms used in this Guide' on page 25.

You can use this table to help you understand what TPD definition must be met to obtain a TPD Benefit, which depends on your age and your work hours immediately prior to ceasing work solely because of injury or illness.

Applicable TPD Definition	TPD Definition 1	TPD Definition 2 <sup>^</sup>
Age 59 years or under at the date of suffering injury or illness	✓*	✓ <sup>†</sup>
Aged between 60 years and the Benefit Expiry Age at the date of suffering injury or illness	×	✓

**Note:** If TPD Definition 2 applies to you under any of the scenarios in the above table, then your claim will be assessed under TPD Definition 2 and you will not be eligible to have your claim assessed under TPD Definition 1.

\* Is Gainfully working on the day immediately prior to the Event Date and has worked at least the Minimum Average Hours.

† Is not Gainfully Working on the day immediately prior to the Event Date or has not worked at least the Minimum Average Hours.

<sup>^</sup> Is also aged less than the Benefit Expiry Age on the Event Date.

**Note:** If you have insurance within your super, it is important to understand the terms and conditions as you may not be able to claim a Terminal illness benefit until your life expectancy is limited to 12 months. If you withdraw your super balance when your life expectancy is 24 months, you may wish to consider maintaining some money in your super account to keep the account open and to ensure a sufficient balance to pay any insurance fees. Withdrawing your full balance could result in the loss of valuable insurance cover.

### Death and TPD cover are linked

If you are paid a TPD Benefit, this reduces your Death cover by the amount of the Benefit paid. For example, if you have equal amounts of Death cover and TPD cover, payment of the TPD Benefit will mean that you have no further Death cover.

However, if the amount of your Death cover is greater than TPD cover, payment of the TPD Benefit will reduce your Death cover by the amount of the TPD Benefit paid.

### TPD tapering may apply to your TPD cover

Depending on the insurance benefit design applicable to your Employer Plan, TPD tapering may apply. TPD tapering is the gradual reduction of the amount of TPD cover to zero, generally in the final five years before reaching age 65 or the Benefit Expiry Age. Cover is tapered according to your Age Next Birthday on 1 July each year.

## PAYMENT OF INCOME PROTECTION BENEFITS

Depending on your type of cover, Income Protection cover provides a Monthly Benefit if you become **Totally Disabled** or **Partially Disabled** for longer than the Waiting Period (refer to the definition of Totally Disabled and Partially Disabled on page 25).

The Monthly Benefit payable is calculated as a percentage of your **Pre-Disability Salary** no greater than 75%, plus a Superannuation Contribution Benefit (SCB) (if your Employer has negotiated the inclusion of this option, or if you have applied for SCB under an individual application). The maximum overall Benefit payable is \$30,000 per month.

You are unable to close your account whilst you are in receipt of a claim for Income Protection.

### Available Waiting Periods and Benefit Periods

Depending on your type of cover, a Waiting Period of either 30, 60 or 90 days may apply, and a Benefit Period of either to age 65 or 2 years (not beyond age 65) may apply. For plans where your Employer has negotiated this option, a Benefit Period of five years may also apply.

If your Employer has decided to include Income Protection cover in its tailored arrangements, you will have Income Protection cover if you are eligible. The Insurance fee for your cover will take into account your amount of cover (which is typically based on your Salary and a Benefit multiple of your Salary), as well as other factors such as your occupational classification and the Waiting Period and Benefit Period nominated for the employer plan, as selected by your Employer and agreed by the Insurer for any Default cover provided. If applicable, you may refer to the Definitions of terms used

in this Guide for specifics relating to the definition of 'Salary'. The nominated Waiting Period and Benefit Period and the Insurance fee will be defined in your Welcome Letter.

If a Benefit is payable for part of a month, the amount of the Benefit will be calculated on a pro rata basis for the number of days you are entitled to the Benefit, divided by the number of days of that month.

If your Total Disability or Partial Disability is caused by more than one injury or illness, a Benefit will only be paid in respect of one injury or illness at any one time.

If you apply for Voluntary Income Protection cover you can choose (subject to acceptance by the Insurer) a Waiting Period

of either 30, 60 or 90 days and Benefit Period of either 2 years or 'to age 65'.

### Recurring claims

A separate Waiting Period applies for each separate injury which causes a disability for which you can claim. This does not apply if you suffer a **Recurring Disablement**. In this case, the Insurer will treat the subsequent claim as a continuation of the earlier claim, and you will not be subject to an additional Waiting Period for the Recurring Disablement. In the case of a Recurring Disablement, the Benefit Period will be the remaining Benefit Period of the earlier claim.

## There are two types of Income Protection Benefits that you can be eligible for:

### Total Disability Benefit

A Monthly Benefit is payable if you become Totally Disabled because of injury or illness and are unable to work.

**Total Disability** (or **Totally Disabled**) means, based on the evidence available to the Insurer at the relevant time it has determined that, solely because of injury or illness, you:

- are not capable of performing one or more duties of your usual occupation which in the Insurer's opinion, is/are necessary to produce your Salary;
- are not working, whether paid or unpaid; and
- are under the regular treatment, and following the advice, of a **Medical Practitioner**.

See 'Total Disability Benefit' below for more information.

### Partial Disability Benefit

A proportion of the Monthly Benefit is payable when your cover is in place and current (known as the **Partial Disability Benefit**) if you become Partially Disabled, as defined below.

**Partial Disability** (or **Partially Disabled**) means, in the Insurer's opinion based on the satisfactory evidence available to it at the relevant time solely because of injury or illness, you:

- are under the regular care of a Medical Practitioner, and following that Medical Practitioner's advice; and
- are either:
  - i. capable of performing all of the duties of your usual occupation necessary to produce Salary, but are not working to your full capacity and your capacity to earn a Monthly Income is less than your Pre-Disability Salary; or
  - ii. incapable of performing one or more duties of your usual occupation necessary to produce Salary but have returned to work in another occupation or your usual occupation and have **Monthly Income** less than your Pre-Disability Salary.

See 'Partial Disability Benefit' on page 11 for more information.

### Benefit payment requirements

To be eligible for an Income Protection Benefit, you will be required to prove that immediately before suffering the injury or illness that caused your Total or Partial Disability:

- you were engaged in an occupation or work for reward or financial benefit on a **Full-time** or **Part-time** basis;
- you were working an average of 15 hours or more per week in the previous six months before suffering the injury or illness (including any period you were not working). If you were on **Employer Approved Leave** at the time of suffering the injury or illness, you will be required to prove that you were working an average of 15 hours or more per week in the six months before commencing Employer Approved Leave; and
- you were not working on a Casual Basis.

If you cannot satisfy each of the above requirements, you will not be eligible for the Income Protection Benefit.

An Income Protection Benefit is payable once the Waiting Period has expired.

### Benefit reductions

Any Benefit payable to you will be reduced by other payments, entitlements or benefits (including settlement or commutation amounts) received by you or any other person in respect of you as a result of the insured member's injury or illness that has given rise to the claim under the Policy including:

- any amount payable under legislation such as workers' compensation or any statutory accident compensation scheme or other similar State, Federal or Territory legislation;
- any benefit under any other disability or injury insurance policy (except for lump sum total and permanent disablement, trauma or terminal illness benefits under such an insurance policy);
- sick leave payments; and

- any payment made in respect of you in relation to your reduced income-earning capacity arising from illness or injury, and whether paid directly to you or otherwise.

If, when you become entitled to be paid a Benefit, there are insufficient funds in your account to pay the Insurance fee owing to the Insurer at that date, the Insurer may deduct the Insurance fee from the Benefit payable (subject to cover still being in place and current). Note that this applies to any benefit payable.

### Total Disability Benefit

A Monthly Benefit will be paid if, while your cover is in place and current, you are:

- Totally Disabled for at least 7 days out of the first 12 consecutive days during the Waiting Period;
- Totally Disabled or Partially Disabled for the remainder of the Waiting Period; and
- either:
  - Totally Disabled immediately after the end of the Waiting Period; or
  - 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.

The Total Disability Benefit starts to accrue from the day after the end of the Waiting Period.

The Monthly Benefit is paid monthly in arrears and ceases at the earliest of:

- the end of the Benefit Period;
- the date you reach the Benefit Expiry Age;
- the date of your death;
- the date you cease to be Totally Disabled;
- if you are residing or travelling outside of Australia while receiving a Benefit, six consecutive months from the day you depart Australia where you have remained outside Australia for the entire six consecutive months, and a Benefit has been paid, or is payable for those six months. If you then return, and provided cover is still in place and current and the Insurer receives satisfactory medical evidence, the Monthly Benefit may continue to be paid at the Insurer's discretion. Note that a benefit may only recommence upon your return to Australia;
- if you are holding a **Visa**, the expiry of 30 consecutive days from the day your **Visa** expires or is cancelled;
- the day you are **Imprisoned**.\*

### Partial Disability Benefit

You are entitled to a Partial Disability Benefit if, while your cover is still in place and current:

- you have been Totally Disabled for at least 7 days out of 12 consecutive days during the Waiting Period;
- you are Totally Disabled or Partially Disabled for the remainder of the Waiting Period; and
- either:
  - Partially Disabled immediately after the end of the Waiting Period; or
  - 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.

The Partial Disability Benefit begins to accrue from the day after you are no longer Totally Disabled or the day after the end of the Waiting Period, whichever is the later. The Partial Disability Benefit is paid monthly in arrears and stops at the earliest of:

- the end of the Benefit Period;
- the date you reach the Benefit Expiry Age;
- the date of your death;
- the date you cease to be Partially Disabled; or
- the date you are earning or are capable of earning, a Monthly Income equal to or greater than your Pre-Disability Salary;
- if you are residing or travelling outside of Australia while receiving a Benefit, the expiry of six consecutive months from the day you depart Australia where you have remained outside Australia for the entire six consecutive months, and a Benefit has been paid, or is payable for those six months. If you then return, and provided cover is still in place and current and the Insurer receives satisfactory medical evidence, the Monthly Benefit may continue to be paid at the Insurer's discretion. Note that a benefit may only recommence upon your return to Australia;
- if you are holding a **Visa**, 30 consecutive days from the day your **Visa** expires or is cancelled;
- the day you are **Imprisoned**.\*

\* We will recommence the Benefit payment after the imprisonment has ended, provided we receive satisfactory evidence of the end of the Imprisonment and entitlement to the continued Benefit payments.

The Partial Disability is a proportion of the Monthly Benefit and is calculated as follows:

$$\frac{A-B}{A} \times \text{Monthly Benefit}$$

Where:

A is your Pre-Disability Salary

B is the greater of:

- your Monthly Income for the month that the Partial Disability Benefit is payable; or
- the Monthly Income which in the Insurer's opinion you are capable of earning from your usual occupation if you were working to the extent of your capacity for the month that the Partial Disability Benefit is payable.

The Insurer will calculate the Monthly Income you are capable of earning based on medical advice, which will include the opinion of your Medical Practitioner and all other relevant information.

### Death Benefit

If you die while receiving a Total or Partial Disability Benefit, one additional month's Benefit will be paid after your death, excluding any arrears.

### Insurance fee waiver

Any Income Protection Insurance fee that falls due while you are entitled to receive the Total Disability or Partial Disability Benefit, will be waived.

### Return to work program

Once we receive notice of an injury that may give rise to a claim for a Total Disability or Partial Disability Benefit, we will notify the Insurer. If the Insurer considers that participation in a return to work program may help you return to work, some or all of the expenses incurred for the participation in that program will be paid. The Insurer will pay only where they

have provided written approval for the program expenses and will make payments directly to the relevant service provider. They will also deduct any expenses for which you are entitled to be reimbursed from another source (e.g. your Employer).

### **Return to work during the Waiting Period**

If you return to work during the Waiting Period as part of a return to work or rehabilitation program approved in writing by the Insurer, the Waiting Period will not recommence regardless of the number of attempts to return to work.

In all other cases:

- if you return to work during the Waiting Period on more than one occasion the Waiting Period recommences;
- if you return to work once during the Waiting Period for no more than five consecutive days the Waiting Period will not recommence, but the number of days you have returned to work will be added to the Waiting Period; and
- if you return to work for more than five consecutive days during the Waiting Period the Waiting Period recommences from the day the Insurer determines as the day that you are again Totally Disabled, provided cover has not ceased on the day the Waiting Period is to recommence.

### **Income Protection Benefit Escalation**

Benefit escalation may apply to your Monthly Benefit where:

- the tailored insurance design of your Employer Plan includes this feature, or you have applied for Income Protection cover including this feature as Voluntary cover, and **Decision Note** provided by the Insurer confirms acceptance;
- your Benefit Period is to age 65;
- you have been receiving a Total Disability Benefit or Partial Disability Benefit for 12 consecutive months; and
- your cover has not ended as at the expiry of the 12 month period for which you have received a Monthly Benefit and at each subsequent anniversary.

After the expiry of the first 12 consecutive month period, your Monthly Benefit will be increased by the lesser of the applicable Consumer Price Index (CPI) and the escalation factor (currently set at 5%). The adjusted Benefit will be similarly increased after each subsequent 12 month period for which a Total Disability or Partial Disability Benefit is continuously paid.

### **Superannuation Contribution Benefit for Income Protection**

Your Employer can choose to include a Superannuation Contribution Benefit (SCB) as part of Default Income Protection cover provided, or if you have applied for SCB under an individual application. If the SCB applies, it will be shown on your Welcome Letter.

If the SCB applies, the Insurer will include the additional amount in the monthly Income Protection Benefit. The percentage superannuation component is chosen by your Employer.

If the SCB is payable due to a Partial Disability Benefit, the amount of the SCB will be reduced in proportion to the reduced amount of the Monthly Benefit for each month.

The sum of your Income Protection cover including the SCB cannot exceed \$30,000 per month. The Insurer will offset against the SCB any contributions paid or payable by another insurer or any compulsory insurance schemes such as workers compensation or accident compensation referable to a period that you are in receipt of a Benefit.



## WHEN COVER CEASES

Cover will end on the earliest of the following events, and depending on the event, you may not receive prior notification of your cover ceasing from either the Trustee or the Insurer. You should note that certain types of cover may not be available with your employer plan. If your Insurance fees have not been paid in full by the third premium due date for the period from the day the cover commenced to the third premium due date, cover will be cancelled from the Cover Commencement Date and treated by the Insurer as if it had never commenced. However, cover will not be cancelled from the Cover Commencement Date if:

- you die, and have paid all Insurance fees owing up to your date of death; or
- you become Terminally Ill, TPD, or Disabled and you pay all fees due by the third premium due date.

Event	Death cover	TPD cover	Income Protection cover
The day your PMIF exception is no longer applicable.	✓	✓	✓
The date you instruct the Trustee to cancel your cover which will be effective the later of the day we receive your request to cancel cover and the day specified in your request to cancel cover.	✓	✓	✓
The date of your death.	✓	✓	✓
The date you reach the Benefit Expiry Age.	✓	✓	✓
The date you cease to be a member of ANZ Smart Choice Super and Pension including where the Trustee closes your account and transfers your balance.	✓	✓	✓
The date you become entitled to a TPD Benefit equal to the full insured amount of your Death cover. <sup>†</sup>	✓	✓	N/A
The date you are entitled to a Terminal Illness Benefit equal to the full amount of your Death cover.	✓	✓	N/A
The date you permanently retire from the workforce.	N/A	N/A	✓
The last day of the second calendar month after premiums have remained unpaid for two calendar months. For example, if premiums due on 1 July and 1 August remain unpaid your cover will be cancelled and you will only be covered up to and including 31 August.	✓	✓	✓
The date you commence <b>Active Service</b> with the armed forces of any country (except where you are a member of the Australian Defence Forces Reserves, where cover ceases only when the Reservist becomes the subject of a call-out order under the <i>Defence Act 1903</i> (Cth)).	✓	✓	✓
The date the Insurer cancels and/or voids the Policy or your cover in accordance with its legal rights.	✓	✓	✓
If you are a Visa holder, the date you have been overseas for more than three consecutive months. <sup>^</sup>	✓	✓	✓
If you are a Visa holder, 30 consecutive days after you cease to hold a valid Visa.	✓	✓	✓
The day you depart Australia permanently.	✓	✓	✓
The date your entire balance is transferred to the Pension Division of ANZ Smart Choice Super and Pension.	N/A	✓	✓
The date your entire balance is transferred to the retail division of ANZ Smart Choice Super and Pension.	✓	✓	✓
The date we are notified that the employer terminates the employer plan because another insurer is to provide cover to the employer. <sup>‡</sup>	✓	✓	✓
The date the Policy between the Insurer and the Trustee is terminated.	✓	✓	✓
We have not received a contribution or rollover into your account for a period of 16 consecutive months and you have not notified us that you want the cover to continue, unless an employer-sponsor contribution exception applies.	✓	✓	✓

<sup>†</sup> Only if the TPD benefit is for an amount equal to or greater than the full insured amount of your Death cover. Otherwise the excess Death cover continues.

<sup>^</sup> Unless, before the expiry of such period the Insurer agrees in writing to extend the period, or you return to Australia.

<sup>‡</sup> Refer to the section 'What happens if the employer terminates the employer plan?' on page 15.

### No reinstatement of cover

Reinstatement of cover is generally not allowed under the insurance policies, however, there may be circumstances – such as where insurance cover has ceased due to 16 months continuous inactivity or you no longer meet other regulatory requirements or an exception. If this is the case, reinstatement terms may be available and you will be informed of those terms either prior to, or at the time your cover cancels. In all other cases, if your Default or Voluntary cover is cancelled, or your cover otherwise ends, and you want to obtain insurance cover in the future, you will need to apply for Voluntary cover and provide evidence of health satisfactory to the Insurer.

## COVER CEASES AFTER INACTIVITY

Death, TPD and Income Protection cover (if applicable) will cease if we have not received a contribution or rollover into your account for a period of 16 consecutive months and you have not notified us in writing that you want the cover to continue, unless an employer-sponsor contribution or Australian Defence Forces exception applies.

We will write to you during this period of inactivity about your options to keep your cover. You will also be able to request in writing that the Trustee reinstates your cover, within 60 days of the insurance cover ceasing. Your insurance cover will be reinstated with any pre-existing condition exclusions, loadings or restrictions backdated to cessation and any insurance fees since it ceased will be collected.

## EXCLUSIONS

### Death and TPD cover exclusions

It is important to note that the payment of any Benefit is subject to the following exclusions:

- if the event giving rise to the claim is caused directly or indirectly from **War** involving Australia, New Zealand or your country of residence;
- if you are Imprisoned on the **Event Date** or the **Date of Disablement** – applies to TPD cover only;
- if you do not satisfy the Insurer's claims requirements. See 'How to make a claim' on page 17;
- if the Pre-Existing Condition Exclusion applies and your claim arises directly or indirectly, wholly or partially, from a Pre-Existing Condition that existed on or before the day cover commenced or increased (in respect of the increased portion of cover only);
- if you commit suicide, die or become Terminally Ill or Total and Permanently Disabled either directly or indirectly, wholly or partially, as a result of an Intentional or deliberate Self-Inflicted Act within 13 months of your Voluntary cover increasing or your Voluntary cover commencing;
- for anything specifically excluded from your cover; and
- if you were not an eligible person at the date cover was to commence (Default cover only) – in which case your cover will be cancelled from the date your cover was to commence and all Insurance fees paid for such cover will be refunded.

**Note:** Further exclusions may apply based on your personal circumstances.

### Income Protection cover exclusions

It is important to note that the payment of any Benefit is subject to the following exclusions:

- if the event giving rise to the claim is caused directly or indirectly from **War** involving Australia, New Zealand or your country of residence;
- if you are Imprisoned on the **Event Date** or the date on which a Benefit would be payable. The Insurer may recommence a Benefit payment for any remaining Benefit Period after the Imprisonment has ended, subject to

receiving satisfactory evidence and provided your cover did not end whilst you were Imprisoned;

- for anything specifically excluded from your cover (by written notice from the Insurer);
- if the event giving rise to the claim arises directly or indirectly, wholly or partially as a result of your **Intentional Self-Inflicted Act**; and
- if the Total Disability or Partial Disability was caused wholly or partially, directly or indirectly, by **Uncomplicated Pregnancy**, childbirth or miscarriage unless your Total or Partial Disability continues for longer than 90 days after the pregnancy ends, in which case Benefits will be paid from the later of:
  - i. the end of the 90 day period; and
  - ii. the expiry of the Waiting Period.
- if, for Default cover, you were not an eligible person at the date cover was to commence – in this case all Insurance fees will be refunded;
- if the Pre-Existing Condition Exclusion applies and your claim arises directly or indirectly, wholly or partially, from a Pre-Existing Condition that existed on or before the day cover commenced or increased (in respect of the increased portion of cover only).

**Note:** Further exclusions may apply based on your personal circumstances.

### Claims whilst you are overseas

If you submit a claim while overseas, the Insurer may require you to return to Australia at your own expense to assess your claim, including medical assessment.

## INTERIM ACCIDENT COVER

While the Insurer assesses your application for Voluntary cover, you will be provided with Interim Accident cover, subject to your eligibility for Voluntary cover (see 'Eligibility for cover' on page 7 for details) and you also reside in Australia.

The Insurer will pay an Interim Accident Benefit if:

- Interim Accident cover has not ceased; and
- death arises solely due to an Accident; or
- if you have applied for Death and TPD cover, your TPD arises solely due to an Accident and the Event Date is within 30 days of the day the Accident occurred; or
- if you have applied for Income Protection cover, your Total Disability arises solely due to an Accident and the Event Date is within 30 days of the day the Accident occurred.

An Interim Accident Benefit will only be paid once. If you are applying for an increase in cover, Interim Accident cover is only provided in respect of the increased portion of cover.

The Interim Accident Benefit payable is the lesser of:

- the amount of Voluntary cover applied for;
- the difference between any existing Voluntary and/or Default cover and the amount of Voluntary cover applied for;
- 75% of Pre-Disability Salary (IP only);
- the Maximum Benefit Level; and

- an amount that the Insurer would potentially accept according to their underwriting rules, which may be nil.

If you have applied for Income Protection cover, an Interim Accident Benefit will be paid for the lesser of:

- the period of Total Disability; or
- 6 months.

Interim Accident cover begins on the date a completed application for insurance is received by the Insurer, and ends on the earliest of:

- the date the cover applied for starts;
- the date the application is declined;
- if the Insurer accepts the application subject to Special Acceptance Terms, the 22nd day after the relevant Acceptance Date;
- the date you cease to be an eligible person or a member of ANZ Smart Choice Super;
- the date your application is withdrawn;
- 90 days after the commencement of Interim Accident cover;
- the date the Insurer cancels Interim Accident cover as allowed by law;
- the date you reach the Benefit Expiry Age relevant to the cover applied for; or
- the date the Policy is terminated.

There is no separate Insurance fee for Interim Accident cover. If the Insurer accepts your application for Voluntary cover, Insurance fees will be charged from the date Voluntary cover starts. If the Insurer declines your application for cover, no additional Insurance fees will be charged for the period in which Interim Accident cover was provided.

No Benefit will be payable under Interim Accident cover if the injury or illness arises directly or indirectly from:

- War;
- Imprisonment (except in respect of death);
- an Intentional Self-Inflicted Act; or
- a Pre-Existing Condition.

If you have applied for Income Protection cover, the Insurer will not pay a Benefit if the Total Disability was caused wholly or partially, directly or indirectly, by Uncomplicated Pregnancy, childbirth or miscarriage unless your Total Disability continues for longer than 90 days after the pregnancy ends, in which case Benefits will be paid from the later of:

- i. the end of the 90 day period; and
- ii. the expiry of the Waiting Period.

## CONTINUATION OF COVER

### Leaving an employer

If your Employer notifies us that you have left employment with them, your account will no longer be linked to your Employer and your Default and Voluntary cover will be converted to a fixed amount of Choose Your Own cover equal to the amount of cover held on the date that you have left your Employer, provided that Insurance fees continue to be paid and you have cover on the date we receive notification from your Employer.

Your Insurance fees will be based on the rates for Choose Your Own cover, rather than the tailored rates that apply to your Employer Plan. These rates are included in the ANZ Smart Choice Super for employers and their employees Insurance Guide for Standard employer plans, which you can find on our website at [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper) > Downloads – important documents or by calling Customer Services.

The rates applicable to Choose Your Own cover are generally higher than rates that apply to tailored employer plans. This means the cost of your cover will generally increase in the event that your Employer notifies us that you have left employment with them.

The cost of Choose Your Own cover is Insurance fees (premiums) that are based on your age, gender, type of cover, your occupational category and amount of cover.

If you do not tell us otherwise, you will be deemed to belong to the 'Standard collar' occupational category. You can apply to change your occupational category which will impact on the cost of your cover. Where your occupational category is known, this will be retained even after you are no longer linked to your Employer.

**You can use your ANZ Smart Choice Super account with your new employer by completing the Choice of Fund Nomination form. You can obtain this form by contacting Customer Services on 13 12 87.**

### What happens if the employer terminates the employer plan?

At a future date, the employer plan in ANZ Smart Choice Super may be terminated. This may occur for various reasons including, but not limited to, a decision by the employer to establish a new or replacement default superannuation plan, or the cessation of the employer's business. The reason for the termination of the employer plan will determine what happens to any insurance that you hold through your ANZ Smart Choice Super account after the employer plan is terminated.

Where the employer terminates the employer plan any insurance cover that you hold will convert to Choose Your Own cover from the date the Employer Plan terminated. The amount of Choose Your Own cover will be equal to the amount of any Voluntary cover plus any Default cover applicable to you based on the type of cover you held immediately prior to the date the Employer Plan terminated.

Once the Trustee receives an official written request from your Employer to terminate the employer plan in ANZ Smart Choice Super, you will receive a letter from the Trustee advising you of this and the implications for your insurance cover; importantly, whether your tailored cover has been converted to Choose Your Own cover or whether your insurance cover has ceased and from which date.

### What happens if you no longer meet the eligibility requirements of your Membership Category?

If you no longer meet the eligibility requirements of your Membership Category, any insurance cover that you hold will convert to Choose Your Own cover from the date you left your Employer, which is the date that we are notified that you no longer meet the eligibility requirements. The amount of

Choose Your Own cover will be equal to the amount of any Voluntary cover plus any Default cover applicable to you based on the type of cover you held immediately prior to the date you left your Employer.

#### **What happens if the employer plan ceases to satisfy the conditions for the provision of tailored cover?**

The provision of tailored cover is subject to the following conditions:

- the Fund must be the default fund under Choice of Fund legislation for the employer;
- the Insurer is the only insurer under the employer plan;
- the Membership Categories within the employer plan must be clearly defined;
- the Insurance Formula applicable to each Membership Category must be clearly defined; and
- there must be at least 50 insured members covered in the employer plan at any time, unless the Insurer agrees otherwise in writing.

Any insurance cover that you hold in the employer plan may be terminated by the Insurer if the conditions above are not satisfied at all times. If this occurs, your insurance cover in the employer plan terminates and converts to Choose Your Own cover on and from the date you left your Employer, which is the date the employer plan ceases to satisfy the conditions above. The amount of Choose Your Own cover will be equal to the amount of cover immediately prior to the date you left your Employer.

#### **What is the effect of conversion to Choose Your Own cover?**

Your Insurance fees will be based on the standard Choose Your Own cover insurance rates. The rates applicable to Choose Your Own cover are generally higher than the rates that apply to tailored employer plans. These rates are included in the ANZ Smart Choice Super for employers and their employees Insurance Guide for Standard employer plans, which you can find on our website at [anz.com/smartchoicesuper](http://anz.com/smartchoicesuper) > Downloads – important documents or by calling Customer Services on 13 12 87.

Where your cover is converted to a fixed amount of Choose Your Own cover, you will be classified as being in a Standard collar occupation. Where your occupational category is known prior to your insurance cover conversion, this will be retained. This will determine the loadings that are applied to your Insurance fees. You can contact us at any time to advise us of the occupational category that is applicable to you. Any change to your Insurance fee loadings will be applied from the next business day after the Acceptance Date.

#### **Continuation Option on closing your account – Death only cover**

If you decide to close your ANZ Smart Choice Super account, you may apply to have Death only cover continue under a Retail policy issued by the Insurer, without having to provide medical evidence, provided that:

- your cover under ANZ Smart Choice Super did not cease due to injury or illness;
- at the date you apply, you are less than age 60 and either an Australian Resident or a holder of a Visa and you are residing in Australia;

- you submit an application for a Continuation Option within 60 days from the day your existing cover under ANZ Smart Choice Super ceases;
- you have not had a claim admitted, and are not in the process of claiming or in a Waiting Period for a Benefit under the ANZ Smart Choice Super Policy or any other policy issued by the Insurer or any other Insurer providing Death only cover or Death and TPD cover;
- you have not joined, and do not intend to join, Active Service with the armed forces of any country; and
- you have not obtained cover under another group insurance policy offered through another super fund by exercising an insurance transfer option.

If the Insurer accepts your application, you will be offered an individual Retail policy for Death only cover up to an amount equal to the level of Death cover you held before closing your ANZ Smart Choice Super account. Retail Insurance fee rates will apply. Any current restrictions, limitations and any premium loadings will be applied to your individual Retail policy. No cover is provided for the period from when cover ceases under the ANZ Smart Choice Super Policy and when cover commences under the Retail policy.

You can obtain a Continuation Option form by calling Customer Services on 13 12 87.

#### **Cover during paid and unpaid leave**

Provided Insurance fees continue to be paid (and, for Death cover and TPD cover, if you are an Australian Resident), cover continues when you are on:

- paid Employer Approved Leave, including sick leave, parental leave, annual leave and long service leave; or
- unpaid Employer Approved Leave.

#### **Transfer of Choose Your Own cover within the ANZ Smart Choice Super suite**

If you become a member of ANZ Smart Choice Super and Pension, you are unable to transfer Death and TPD or IP cover to the ANZ Smart Choice Super and Pension Retail policy from the ANZ Smart Choice Super for employers and their employees Policy, or vice versa.

#### **Repayment of Benefits**

If, for any reason, it is determined that a Benefit paid was not actually payable under the terms of the insurance policy(s), all or part of the Benefit must be repaid.

## **TAX AND STAMP DUTY IMPLICATIONS**

Where a tax deduction is available under the applicable laws in respect to the Insurance fee, the benefit of that deduction will be passed on to you, provided that the Fund has received the benefit of that deduction and you remain a member of the Fund at the time the Benefit is credited to your account.

Benefit payments under Income Protection cover are generally considered to be income replacement, and are treated as assessable income. Therefore, the applicable Pay As You Go (PAYG) tax will be deducted before any payment is made to you.

Any applicable stamp duty and other taxes are included in the Insurance fees.

This information is a guide only, and is not tax advice. We recommend that you seek professional tax advice specific to your individual circumstances from an independent tax adviser or registered tax agent.

## HOW TO MAKE A CLAIM

In the event of a claim, the process has been made as easy as possible.

For more information about making a claim:

- contact Customer Services on 13 12 87
- email Customer Services at [anzsmartchoice@anz.com](mailto:anzsmartchoice@anz.com)
- visit the ANZ website at [anz.com/superclaims](http://anz.com/superclaims)

The Trustee must be notified in writing of any claim as soon as it is reasonably possible to do so. For a TPD claim, this notification should occur within 30 days of the Date of Disablement. If notice is not received within the time specified, the Benefit may be reduced or refused to the extent that assessment of the claim is prejudiced.

We will send claim forms to you or your estate within seven days of us receiving notice of a claim. This does not constitute an admission of liability for any claim lodged.

Once we receive the proceeds from the Insurer these will be held in the superannuation environment, in the ANZ Smart Choice Cash investment option. If you would like to switch this amount to another investment option you can do so online via ANZ Internet Banking or by calling Customer Services. Upon meeting a condition of release, you will receive the Benefit amount, adjusted positively or negatively, for investment earnings.

If you submit a claim whilst overseas, the Insurer may require you to return to Australia (at your own expense) in order for your claim to be assessed.

### Submitting a claim

For a claim to be paid, proof in a form subject to the Insurer's verification must be provided for all of the following:

- where you were accepted under Default cover or transfer terms, proof that both you and your Employer met all of the relevant requirements;
- your disability or other entitlement to claim the applicable insured Benefit;
- your age and gender (as relevant);
- your Salary and, if applicable, Pre-Disability Salary;
- any relevant payments during the period Benefits are payable (e.g. workers compensation);
- where applicable, an original or certified copy of the death certificate; and
- proof of identity (to the Insurer's satisfaction), including a certified copy of your driver's licence, passport, birth certificate and other documentation as required.

Payment of the claim is conditional upon you or your Employer establishing entitlement by:

- providing medical reports from a treating Medical Practitioner;

- when reasonably required by the Insurer (and at the Insurer's expense) being examined by a Medical Practitioner the Insurer nominates;
- providing pathology, blood tests, x-ray or other appropriate evidence;
- providing financial information reasonably required;
- providing ongoing claim documentation; and
- providing an authority to obtain further information reasonably required.

When reasonably required by the Insurer (and at their expense), you may be required to:

- undergo vocational assessment and/or rehabilitation;
- be interviewed; and/or
- agree to an audit of your financial circumstances.

## INSURANCE RISKS

Where insurance cover is included in your superannuation arrangements, there are a number of insurance risks you should be aware of:

- If your superannuation Benefit is transferred to another super fund, an Eligible Rollover Fund (ERF) or to the Australian Taxation Office (ATO) as lost or unclaimed monies, your cover will cease (see the AIG for more details);
- The amount or type of insurance cover selected by your Employer may not be sufficient to provide adequate insurance cover on your illness or death;
- Your Insurance fee or Benefit may be adjusted if your age is mis-stated;
- If you, or your Employer do not disclose to the Insurer every matter known, or which you or your Employer could reasonably be expected to know, relevant to the Insurer's decision whether to accept the risk of the insurance, and if so, on what terms, the Insurer may avoid your cover within three years of entering into it. If you or your Employer's non-disclosure is fraudulent, the Insurer may avoid the cover at any time. Refer to 'Duty of Disclosure' section on page 18 for more details;
- You should be aware that if you are on claim at the time of a cover increase, you may not be entitled to the increased cover amount. Further, you should refer to the definition of At Work for the employment absence types that will entitle you to increases in cover. In some absence cases, Limited Cover will apply if you are Not At Work;
- You may not be paid a benefit because an exclusion or restriction applies, based on your personal circumstances;
- If the Insurance fees are not paid to the Insurer within the time limits under the Policy, the Insurer may cancel or terminate the insurance cover by written notice;
- The Trustee relies on information provided by your employer about you at the time that you are admitted into ANZ Smart Choice Super, including the appropriate category of membership, as well as changes in your information over the course of your membership, for example changes in salary. Some of the information your employer provides may determine your benefits according to your eligibility. Where any information is found to be inaccurate, the Trustee will not be responsible for the inaccuracy or any reliance on it.

Inaccurate information may result in eligibility being denied or benefits being declined;

- If you have been paid a TPD benefit and have residual Death cover remaining you may wish to consider maintaining some money in your super account to keep the account active and to ensure there is sufficient balance to pay any insurance fees; and
- insurance fees may increase over time.

You should check your insurance cover with your Employer to ensure your insurance accurately reflects your current employment details.

## DUTY OF DISCLOSURE

The Trustee, who enters into a life insurance contract in respect of your life, has a duty, before entering into the contract, to tell the Insurer anything that it knows, or could reasonably be expected to know, may affect the Insurer's decision to provide the insurance and on what terms.

The Trustee has this duty until the Insurer agrees to provide the insurance.

The Trustee has the same duty before it extends, varies or reinstates the contract.

The Trustee does not need to tell the Insurer anything that:

- reduces the risk the Insurer insures you for; or
- is of common knowledge; or
- the Insurer knows or should know as an insurer, or
- the Insurer waives your duty to tell the Insurer about.

### YOU MUST DISCLOSE RELEVANT INFORMATION

**You must tell the Insurer anything you know, or could reasonably be expected to know, that may affect the Insurer's decision to provide the insurance and on what terms. If you do not do so, this may be treated as a failure by the Trustee to tell the Insurer something that the Trustee must tell the Insurer.**

You should be aware that failure to disclose information may result in the Insurer avoiding the cover at the time of claim.

If you provide relevant information to the Trustee rather than the Insurer, the Trustee will provide the information you give the Trustee to the Insurer. The Trustee will do this so that you comply with your obligation to provide relevant information to the Insurer.

### IF THE TRUSTEE DOES NOT TELL THE INSURER SOMETHING

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

If the Trustee does not tell the Insurer anything the Trustee is required to, and the Insurer would not have provided the insurance or entered into the same contract with the Trustee if the Trustee had told the Insurer, the Insurer may avoid the contract within three years of entering into it.

If the Insurer chooses not to avoid the contract, the Insurer may, at any time, reduce the amount of insurance provided. This would be worked out using a formula that takes into account the premium that would have been payable if the Trustee had told the Insurer everything it should have. However, if the contract provides cover on death, the Insurer may only exercise this right within three years of entering into the contract.

If the Insurer chooses not to avoid the contract or reduce the amount of insurance provided, the Insurer may, at any time vary the contract in a way that places the Insurer in the same position it would have been in if the Trustee had told the Insurer everything it should have. However this right does not apply if the contract provides cover on death.

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

## ANNUAL INSURANCE FEES

### Calculation of Insurance fees

Insurance fees are generally based on the type of insurance cover provided, the amount of cover, your age, gender and any applicable medical loadings the Insurer applies. For Tailored cover, alternative and/or additional factors may apply based on the Insurer's assessment of your Employer Plan. As these Insurance fee rates will be different for each Tailored plan, we have not provided the Insurance fee rate table applicable to you in this Guide.

The Insurance fee you pay for cover commencing when you join will be advised in your ANZ Smart Choice Super Welcome Pack. Your Annual Statement will also show the amount of Insurance fees you have paid. You can also contact Customer Services at any time for further information.

The cost of cover may change in the future. We will notify you if this occurs.

From the Insurance fees paid to the Insurer, the Insurer may pay insurance administration expenses to the Administrator of the Fund for any insurance administration services the Administrator provides to the Insurer.

### How your Insurance fees are paid

Insurance fees for cover offered through ANZ Smart Choice Super and Pension are calculated based on the number of days that cover applies and deducted monthly by the trustee from your ANZ Smart Choice Super account in advance, generally at the beginning of the month and then paid to the Insurer. Insurance fees will end when your cover ceases.

If you cancel your insurance cover or leave ANZ Smart Choice Super you will be entitled to a refund of a proportion of your last fee payment (provided your Insurance fee payments are up to date). The refund is calculated based on the date of account termination to the first business banking day of the following month. Any outstanding Insurance fees will be collected before your account is closed. If insurance cover was provided to you as default cover, you can request to cancel it and request for the deducted premiums to be refunded back into your superannuation account, provided you do this within 14 days of the cover commencement date.

Note that if you request a refund of the insurance fees, you are not considered to have been insured during the period between the cover commencement and cancellation.

If your Employer currently pays your Insurance fees for you, they will first be deducted from your account balance and then reimbursed by your Employer through additional contributions.

Your Employer's arrangement with us to incur the cost of any fees is voluntary and consent for such arrangement may be withdrawn at any time. If this is the case, you will receive 30 days prior notification. We will let you know of the options available to you.

If you leave your Employer, the arrangement for your Employer to pay your Insurance fees will cease. This may include reimbursement for Insurance fees deducted before you left your Employer, if your account has not yet received this reimbursement before the date of ceasing employment.

Arrangements for employers to pay Insurance fees generally apply only to the Default cover provided by your plan. If you subsequently apply for and receive Voluntary cover in addition to your Default cover, your Employer will generally not reimburse you for the cost of the Voluntary cover. If your Voluntary cover replaces your Default cover, then your Employer will generally no longer reimburse the cost of any of your cover.

Exceptions apply for insurance only members, such that the deduction of Insurance fees will await the employer's additional contributions and the employer may not withdraw their consent to incur fees in respect of such arrangements, except with our approval\*.

\* Where the employer withdraws their consent to either incurring fees in respect of an insurance only arrangement or to no longer include an insurance only arrangement for the employer plan, you will be provided with prior written notification and advised of any implications upon your insurance.

### When can the Insurer change the rates for your Insurance fees?

The Insurer may change the Insurance fees at the conclusion of any rate guarantee period by providing the appropriate written pre-notification, or at any time if any of the following events occur:

- if Australia, New Zealand or your country of residence is involved in War, whether declared or not;
- if a change in the Insurance fees is required due to legislative changes such as new or increased taxes, duties or new government charges;
- where there is a fundamental change in the risk that the Insurer priced; and
- where the Insurer is unable to secure reinsurance.

The Insurer may also change your Insurance fees if your age, occupational status, and gender have been misstated, if you have failed to comply with your duty of disclosure, or if you advise us of a change.

We will write to you to inform you of any increase to the rates for your Insurance fees.

### What are the occupational categories?

The following are general descriptions of the three occupational categories that may be used to calculate Insurance fees. This is not applicable for Default cover. Occupational ratings could apply for Voluntary cover or when you leave your employer plan and your cover continues as Choose Your Own.

Descriptions of occupational categories	
<b>White collar</b>	Duties of the 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. For example, an accountant, doctor, solicitor, administrative worker and a travel consultant.
<b>Standard collar</b>	Work which does not include fully professional or office based occupations, and does include work which is skilled or semi-skilled manual work. It is work that is usually conducted outside an office environment. It also includes supervisors 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 (e.g. carpenter, dental hygienist, electrician, hairdresser, plumber, factory production manager).
<b>Heavy blue collar</b>	Skilled or semi-skilled work with no exposure to high risks via accidents or health hazards. For example, a qualified wall/floor tiler, glazier, bulldozer driver and forklift driver. Unskilled workers and labourers may be eligible for Death only cover, but not for TPD or Income Protection cover

## DEFINITIONS OF TERMS USED IN THIS GUIDE

ANZ Smart Choice Super Insurance cover has some words and terms that have special meaning, as set out here.

<b>Acceptance Date</b>	means the effective date set out in the Decision Note when the Insurer accepts an application under the Policy.
<b>Accident</b>	<p><b>For Death and TPD cover:</b> means a fortuitous, external event which in the Insurer's opinion, was unexpected and unintended causing <b>Death</b> or <b>Total and Permanent Disablement</b>. The following situations are not accidents, and any claims arising from these situations are excluded:</p> <ul style="list-style-type: none"> <li>• any one or more of the following was a contributing cause of injury or death: <ul style="list-style-type: none"> <li>– illness;</li> <li>– disease;</li> <li>– allergy; or</li> <li>– any gradual onset of a physical or mental infirmity.</li> </ul> </li> <li>• the injury or death was the result of an intentional act or omission of the person.</li> <li>• the person was injured or died as a result of an activity in respect of which he or she assumed the risk or courted disaster, irrespective of whether he or she intended injury or death.</li> </ul> <p><b>For Income Protection cover:</b> means a fortuitous, external event which in the Insurer's opinion, was unexpected and unintended causing disability. The following situations are not accidents, and any claims arising from these situations are excluded:</p> <ul style="list-style-type: none"> <li>• any one or more of the following was a contributing cause of injury: <ul style="list-style-type: none"> <li>– illness;</li> <li>– disease;</li> <li>– allergy; or</li> <li>– any gradual onset of a physical or mental infirmity.</li> </ul> </li> <li>• the injury or death was the result of an intentional act or omission of the person.</li> <li>• 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.</li> </ul>
<b>Active Service</b>	refers to a member's occupation or involvement in the military force (including but not limited to the army, the navy and the air force). Reserve duty is excluded, except in the case where an insured member is subject to a call-out order under the <i>Defence Act 1903</i> (Cth).
<b>Activities of Daily Living</b>	means: <ul style="list-style-type: none"> <li>• Bathing – bathing and showering;</li> <li>• Dressing – dressing and undressing;</li> <li>• Feeding – eating and drinking;</li> <li>• Mobility – mobility, to the extent of being able to get in and out of bed or a chair, and move place to place;</li> <li>• Toileting – the ability to use a toilet.</li> </ul>
<b>Age Next Birthday</b>	as at any date, means an insured member's age on their next birthday immediately following the date.
<b>At Work</b>	<p>means a person is:</p> <ul style="list-style-type: none"> <li>• Gainfully Working, and</li> <li>• in the Insurer's opinion, either: <ul style="list-style-type: none"> <li>– working at the relevant time, and not on leave, actively performing all the duties and work hours of their usual occupation, without restriction or limitation due to any illness or injury; or</li> <li>– on Employer Approved Leave, other than leave taken for reasons related to injury or illness, capable of performing all the duties and work hours of their usual occupation, without restriction or limitation due to any injury or illness;</li> </ul> </li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• 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).</li> </ul> <p>A person who does not meet these requirements is correspondingly described as '<b>Not At Work</b>'.</p>



<b>Australian Resident</b>	means an Australian citizen, or a New Zealand citizen or an 'Australian permanent resident' within the meaning of the <i>Migration Act 1958</i> (Cth) and <i>Migration Regulations 1994</i> (Cth).
<b>Automatic Acceptance</b>	means acceptance of Default cover by an insurer without requiring a member to be underwritten.
<b>Automatic Acceptance Limit (AAL)</b>	means the maximum amount of Default cover based on the Insurance Formula under the Tailored insurance design. Different AALs may apply to different Membership Categories. When your Default cover is below the AAL, no further documentation/information is required from you to have that amount of Default cover. If your Default cover is above the AAL, we will advise you of the option to apply for additional cover by submitting to underwriting.
<b>Benefit</b>	means the benefit payable to the Trustee under the ANZ Smart Choice Super insurance policy with respect to the insured member's cover.
<b>Benefit Expiry Age</b>	means 65 years of age for Income Protection cover, 65 years of age for TPD cover and 75 years of age for Death cover.
<b>Benefit Period</b>	means the maximum period that a Benefit can be paid for Total Disability or Partial Disability, which cannot exceed past the Benefit Expiry Age.
<b>Casual Basis</b>	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.
<b>Consumer Price Index (CPI)</b>	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 the Insurer at their discretion.
<b>Cover Commencement Date</b>	means for Default cover: <ul style="list-style-type: none"> <li>• the day that a person commences work with the Participating Employer, if the person is a new employee; or</li> <li>• the date the person's employer became an ANZ Smart Choice Super Participating Employer <ul style="list-style-type: none"> <li>– if the person was working for the employer when their employer plan joined ANZ Smart Choice Super.</li> </ul> </li> </ul> Refer to 'When does cover commence?' on page 8 for further details. means for Voluntary cover: <ul style="list-style-type: none"> <li>• the date the Insurer advises us in writing of the Insurer's acceptance of the Voluntary cover, provided a person pays the premium for the cover within 30 days of the Insurer's written acceptance.</li> </ul>
<b>Date of Disablement</b>	means: <ul style="list-style-type: none"> <li>• for <b>TPD Definition 1</b>, the first day after the expiry of six consecutive months immediately after the Event Date;</li> <li>• for <b>TPD Definition 2</b>, the first day that all elements of TPD Definition 2 are satisfied.</li> </ul>
<b>Decision Note</b>	means a document issued by the Insurer that contains specific terms and conditions that apply to your cover, including but not limited to the following: <ul style="list-style-type: none"> <li>• whether the insurer declined or approved the application;</li> <li>• the type and level of Benefits provided to you (if any);</li> <li>• the date that cover starts;</li> <li>• special conditions, Insurance fee loadings and/or specific exclusions applying to you;</li> <li>• where a forward underwriting limit has been provided for an insured person;</li> <li>• the occupation category that applies (if applicable to the insured member's cover).</li> </ul>
<b>Employee</b>	means a person who is working for reward in an occupation (which includes a contract for services of at least 12 months, or any period the Insurer may otherwise agree to in writing).
<b>Employer Approved Leave</b>	means: <ul style="list-style-type: none"> <li>• where you are not self-employed or unemployed, leave that has been approved by a Participating Employer prior to the commencement of that leave; or</li> <li>• where the insured member is self-employed, paid or unpaid leave.</li> </ul>

<b>Employer Contribution</b>	means one of the following superannuation contributions to ANZ Smart Choice Super by a Participating Employer for the benefit of the relevant eligible person: <ul style="list-style-type: none"> <li>a. a contribution required to avoid the superannuation guarantee charge under superannuation guarantee legislation;</li> <li>b. a contribution mandated under an industrial law or industrial instrument;</li> <li>c. a voluntary contribution by the Participating Employer; and</li> <li>d. a salary sacrifice contribution that is agreed between the eligible person and their Participating Employer.</li> </ul>
<b>Event Date</b>	means: <ul style="list-style-type: none"> <li>• for <b>TPD Definition 1</b>, the first day you, in the Insurer's opinion, solely because of injury or illness, have not worked in any Gainful Employment;</li> <li>• for <b>TPD Definition 2</b>, the first day that all elements of TPD Definition 2 are satisfied.</li> <li>• for Income Protection Benefit, the later of: <ul style="list-style-type: none"> <li>– the date that a Medical Practitioner (agreed by the Insurer), certifies, and agreed by the Insurer, as the date that you have no capacity to perform one or more duties of your usual occupation necessary to produce a Salary, which cannot be before the date of the Medical Consultation by that Medical Practitioner; and</li> <li>– the date you stop working in your usual occupation.</li> </ul> </li> </ul>
<b>Full-time</b>	means a person is working at least 30 hours per week.
<b>Full Personal Health Statement</b>	means an application form issued by us for the purposes of underwriting applications for cover with an insured amount greater than the Short-Form Maximum Benefit Level, or where directed by us to complete due to responses provided in the completion of the Short-Form Personal Health Statement.
<b>Gainful Employment</b>	For: <ul style="list-style-type: none"> <li>• <b>Death and TPD cover</b> – means any occupation or work for reward or financial benefit, whether Full-time or Part-time or whether on a permanent or temporary basis.</li> <li>• <b>Income Protection cover</b> – means any occupation or work for reward or financial benefit, whether on a Full-time or Part-time basis.</li> </ul>
<b>Gainfully Working</b>	means a person is: <ul style="list-style-type: none"> <li>• engaged in Gainful Employment; or</li> <li>• engaged in Gainful Employment and on paid Employer Approved Leave; or</li> <li>• engaged in Gainful Employment and on unpaid Employer Approved Leave for a period up to 12 consecutive months; or</li> <li>• engaged in self-employment in an occupation or work for reward or financial benefit, whether Full-time or Part-time or whether on a permanent or temporary basis (Death and TPD cover only);</li> <li>• engaged in self-employment in an occupation or work for reward or financial benefit, whether on a Full-time or Part-time basis (Income Protection cover only).</li> </ul>
<b>Imprisoned</b>	means being incarcerated in an Australian correctional services facility or an equivalent institution in another country.
<b>Insurance Fee</b>	A fee is an Insurance fee if: <ul style="list-style-type: none"> <li>• it relates directly to either or both of the following: <ul style="list-style-type: none"> <li>– Insurance premiums paid by the Trustee in relation to you or other members of the Fund;</li> <li>– costs incurred by the Trustee in relation to the provision of insurance for you or other members of the Fund; and</li> </ul> </li> <li>• it does not relate to any part of a premium paid or cost incurred in relation to a life policy or a contract of insurance that relates to a benefit to you that is based on the performance of an investment rather than the realisation of a risk; and</li> <li>• the premium and costs to which it relates are not otherwise charged as an Administration fee, an Investment fee, a Switching fee, an Activity fee or an Advice fee.</li> </ul>
<b>Insurance Formula</b>	means the method for determining cover within your Employer Plan and Membership Category. This may be a fixed dollar amount, or an amount calculated from a formula based on factors including, but not limited to, your age next birthday, salary and years of service.

<b>Insurer</b>	means OnePath Life Limited ABN 33 009 657 176.
<b>Intentional Self-Inflicted Act</b>	means a Benefit is not payable if the death, Total and Permanent Disablement, Terminal Illness, Total Disability or Partial Disability arises directly or indirectly, wholly or partially, as a result of the Intentional Self-Inflicted Acts, which occurs within 13 months from the date the insurance cover starts or restarts.
<b>Limited Cover</b>	means you are only covered for claims arising from: <ul style="list-style-type: none"> <li>• an illness which first became apparent; or</li> <li>• an injury which first occurred, on or after the date Default cover increased for the insured member.</li> </ul>
<b>Maximum Benefit Level</b>	For Death cover, unlimited (\$2.5 million for Terminal Illness Benefit). For TPD cover, \$3 million. For Income Protection cover, \$30,000 per month.
<b>Medical Consultation</b>	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).
<b>Medical Practitioner</b>	means, unless otherwise agreed by the Insurer: <ul style="list-style-type: none"> <li>• a person who is legally and medically qualified and properly registered in Australia and practicing as a medical practitioner; or</li> <li>• where the cause of claim is mental health related, a person who is legally and medically qualified and properly registered in Australia as a practicing psychiatrist;</li> </ul> and <ul style="list-style-type: none"> <li>• the person must not be related or connected by personal relationship to you, your business partner, associate, employer or employee.</li> </ul>
<b>Membership Category</b>	means a category of membership within an employer plan to which a member of that plan can belong because of their occupation, employment status or seniority.
<b>Minimum Average Hours</b>	<p><b>For TPD cover:</b></p> <p>means 15 hours per week averaged over either of the following periods:</p> <ul style="list-style-type: none"> <li>• where you are not absent from work as at the day immediately prior to the Event Date, the six consecutive months immediately prior to the Event Date including any period that the person was not working or Gainfully Working; or</li> <li>• where you are on paid or unpaid Employer Approved Leave as at the day immediately prior to the Event Date, the six consecutive months immediately prior to the start date of the paid or unpaid Employer Approved Leave.</li> </ul> <p><b>For Income Protection cover:</b></p> <p>means 15 hours per week averaged over either of the following periods:</p> <ul style="list-style-type: none"> <li>• where you are 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</li> <li>• where you are 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.</li> </ul>
<b>Monthly Benefit</b>	means the amount of the Total Disability Benefit which is the lowest of: <ul style="list-style-type: none"> <li>• the dollar amount of cover you hold under the plan</li> <li>• 75% of your Pre-Disability Salary (plus a Superannuation Contribution Benefit if applicable); or</li> <li>• \$30,000 per month.</li> </ul>
<b>Monthly Income</b>	means: <ul style="list-style-type: none"> <li>• for an insured member who is not self-employed, the total income (excluding superannuation) received by the insured member before income tax excluding long service leave, termination payments and paid parental leave; or</li> <li>• 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.</li> </ul>

<b>New Events Cover</b>	<p>means an Insured Member is only insured for claims arising from an injury, illness, or any symptom of either, which in the Insurer's opinion:</p> <ul style="list-style-type: none"> <li>• occurs to the Insured Member;</li> <li>• the Insured Member (or a reasonable person in his or her position) was aware of, or should have been aware of;</li> <li>• the Insured Member had, or was intending to have, a Medical Consultation in respect of; or</li> <li>• a reasonable person in the circumstances of the Insured Member would have had a Medical Consultation in respect of,</li> </ul> <p>on or after the date the Insured Member's cover commences, recommences or is reinstated under the relevant policy.</p> <p>New Events Cover applies for a fixed period of 11 months and then converts to full insurance cover once you have been At Work for 30 consecutive days. You can apply prior to the 11 months for the New Events Cover to be converted to full insurance cover.</p>
<b>On Claim</b>	means the date you are entitled to receive a Benefit under the Policy.
<b>Participating Employer</b>	means an employer that has been admitted to ANZ Smart Choice in accordance with the Trust Deed or who makes contributions (including Employer Contributions) to ANZ Smart Choice on behalf of an employee who is a member.
<b>Part-time</b>	means a person is working less than 30 hours per week.
<b>Pension Division</b>	means the Pension Division of ANZ Smart Choice Super and Pension.
<b>Pre-Disability Salary</b>	<p>means either (a) or (b):</p> <p>a. the lesser of:</p> <ol style="list-style-type: none"> <li>i. the amount of the Salary referable to your cover at the Cover Commencement Date divided by 12, or where there has been a change in your cover since the Cover Commencement Date, the amount of Salary at the date of the most recent variation divided by 12; or</li> <li>ii. the amount of Salary at the Event Date divided by 12.</li> </ol> <p>b. where your Default cover is restricted to the AAL, means a Pre-Disability Salary that would result in a Monthly Benefit equivalent to the AAL.</p>
<b>Pre-Existing Condition (PEC)</b>	<p>means an injury, illness, condition or related symptom, whether it was diagnosed by a Medical Practitioner or not, which, in the Insurer's opinion:</p> <ul style="list-style-type: none"> <li>• you (or a reasonable person in your position) were aware of or should have been aware of;</li> <li>• you had, or were intending to have, a Medical Consultation in respect of; or</li> <li>• a reasonable person in your circumstances would have had a Medical Consultation in respect of.</li> </ul>
<b>Pre-Existing Condition Exclusion</b>	<p>means a Benefit is not payable if the insured member's Death, Total and Permanent Disablement, Terminal Illness, Total Disability or Partial Disability, as applicable, arises directly or indirectly, wholly or partially from a Pre-Existing Condition of an insured member that exists on or before the day:</p> <ul style="list-style-type: none"> <li>• cover commences; or</li> <li>• an increase in cover commences, in which case the increased portion of cover is not payable.</li> </ul>
<b>Premium Due Date</b>	Premium Due Date refers to the date at which insurance fees are due. Your insurance fees are due monthly in advance on the first business banking day of the month.
<b>Recurring Disablement</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• where after being in receipt of a Benefit with respect to an Income Protection claim, you: <ol style="list-style-type: none"> <li>i. return to work, are Gainfully Working and performing your normal duties and usual hours of work prior to receipt of the Income Protection Benefit, whether Full-time or Part-time; or</li> <li>ii. are, in the Insurer's opinion, capable of returning to work and performing your normal duties and usual hours of work prior to receipt of the Income Protection Benefit, whether Full-time or Part-time;</li> </ol> <p>and</p> </li> <li>• you suffer a 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 you were last entitled to receive an Income Protection Benefit.</li> </ul>

Salary (Income Protection)	<p>means:</p> <ul style="list-style-type: none"> <li>• where you are Gainfully Employed, the annual remuneration components paid for you by your Employer, for your 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</li> <li>• where you are wholly self-employed, the total amount earned by the business over the financial year as a direct result of your personal exertion or activities through your usual occupation, less your share of business expenses before the deduction of income tax, or the relevant proportion for part of a financial year.</li> </ul>
Short-Form Personal Health Statement	means an application form issued by us for the purposes of underwriting applications for cover with an insured amount equal to or less than the Short-Form Maximum Benefit Level.
Special Acceptance Terms	means any conditions, exclusions and premium loadings which are applied by the Insurer.
Standard collar	means that duties include 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. For example, a carpenter, dental hygienist, electrician, hairdresser, plumber and a factory production manager.
Terminal Illness or Terminally Ill	<p>means a condition where:</p> <ol style="list-style-type: none"> <li>a. you are certified by two Medical Practitioners (one of whom must be a specialist Medical Practitioner, and one of whom must be appointed by the Insurer if the Insurer requires) as having an illness which is likely to lead to your death within 12 months from the date of the medical certificate, despite reasonable medical treatment (for the avoidance of doubt, you will be considered to be Terminally Ill on the date of the latest medical certificate satisfactory to the Insurer); and</li> <li>b. in the Insurer's opinion, based on the medical certificate referred to above and other evidence available to the Insurer, you are suffering from an illness which is likely to lead to your death within 12 months from the date of the latest medical certificate satisfactory to the Insurer, despite reasonable medical treatment; and</li> <li>c. for each of the certificates referred to in paragraph (a), the certification period has not ended.</li> </ol>
Total and Permanent Disability (TPD) or Totally and Permanently Disabled mean TPD Definition 1 or TPD Definition 2 as the context requires	<p><b>TPD Definition 1</b> – Unlikely to do a suited occupation ever again. This means:</p> <p>In the Insurer's opinion, based on medical or other evidence satisfactory to the <b>Insurer</b>, solely because of injury or illness, you:</p> <ul style="list-style-type: none"> <li>• have ceased working for at least six consecutive months from the <b>Event Date</b>; and</li> <li>• as at the <b>Date of Disablement</b> are unlikely ever to return to any <b>Gainful Employment</b> for which you are reasonably qualified by education, training or experience.</li> </ul> <p><b>TPD Definition 2</b> – Unable to look after yourself ever again and unlikely to do a suited occupation ever again. This means:</p> <p>In the Insurer's opinion, based on medical or other evidence satisfactory to the Insurer, solely because of injury or illness, you :</p> <ul style="list-style-type: none"> <li>• as at the Event Date, or such later date as the Insurer may agree in writing, are totally and irreversibly unable to perform at least two of the <b>Activities of Daily Living</b>: <ol style="list-style-type: none"> <li>i. without the assistance of another adult person; and</li> <li>ii. even with the use of suitable aids;</li> </ol> </li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• unlikely ever to engage in any Gainful Employment for which you are reasonably qualified by education, training or experience.</li> </ul>
Uncomplicated Pregnancy	means conditions commonly associated with pregnancy such as: morning sickness, backache, varicose veins, ankle swelling, bladder problems, post-natal depression, multiple pregnancy, threatened miscarriage, participation in an IVF or similar program.
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 <i>Migration Act 1958</i> (Cth) or any amending or replacing act, including but not limited to subclass 457 working visa or subclass 457 working visa (with an 8107 condition).

**Waiting Period**

means the number of consecutive days (either 30, 60 or 90 days) applicable to your cover for which you must be Totally Disabled or Partially Disabled, as the case may be, before the Total Disability Benefit or Partial Disability Benefit becomes payable. The relevant Waiting Period starts on the latest of:

- the date that a Medical Practitioner certifies as the date of Total Disability;
- the date you cease to work solely because of the illness or injury which is the primary cause of the Total Disability or Partial Disability claim; and
- the date determined by the Insurer, based on the evidence available to the Insurer, as the date you became Totally Disabled.

**War**

includes, but is not limited to:

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



