

Group Life Insurance

Supplementary Product Disclosure Statement

Preparation Date: 1 July 2019

The Supplementary Product Disclosure Statement ('SPDS') supplements information contained in the Combined Product Disclosure Statement and Policy Document ('PDS'), date issued 4 September 2017. This SPDS (prepared on 1 July 2019) is issued by MetLife Insurance Limited (MetLife) (ABN 75 004 274 882, AFSL No 238096), who is the issuer of the life insurance policy referable to Group Life Insurance. MetLife takes full responsibility for the entirety of this SPDS. This SPDS must be read in conjunction with the PDS.

This SPDS has been issued to inform you of the following important amendments to the PDS as a result of replacing FOS with the Australian Financial Complaints Authority, and replacing Department of Immigration and Citizenship with Department of Home Affairs. This SPDS will apply to the Group Life Insurance policies issued on or after the date of this SPDS.

1. Replace FOS with the Australian Financial Complaints Authority

1.1 In the section "Our Contact details" on page 6, replace the section headed "Complaints resolution" with the following:

Complaints Resolution

It is *our* commitment that we will always attempt to satisfactorily answer any questions and resolve any problems or complaints you may have regarding the policy or *our* services.

If you wish to make a complaint about this product or *our* services, please contact us on:

Telephone: 1300 555 625
Email: auserVICES@metlife.com

or write to:

Dispute Resolution Officer
MetLife Insurance Limited
Reply Paid 3319,
Sydney NSW 2001

You may contact the Australian Financial Complaints Authority (AFCA) if you are not satisfied with how we respond to your complaint. AFCA is an independent body whose services are available to you at no cost. They can be contacted by:

Telephone: 1800 931 678
Email: info@afca.org.au

or write to:

Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001

Time limits may apply for you to take your complaint to AFCA. You should consult the AFCA website (www.afca.org.au) to find out the time limit that applies to your complaint.

1.2 Replace section "14. Complaints" with the following:

"We will try to resolve any complaints and disputes promptly through our internal disputes resolution process. But, if we are unable to resolve a dispute to the *insured person's* satisfaction, the *insured person* may contact the Australian Financial Complaints Authority for help.

Australian Financial Complaints Authority

GPO Box 3,
 Melbourne VIC 3001
 Phone: 1800 931 678

Email: info@afca.org.au
Online: www.afca.org.au

2. Replace Department of Immigration and Citizenship with Department of Home Affairs

2.1 In the table under section "8.1 When cover will end for an insured person", row 12 (not including the header row) of the table is deleted and the following is inserted in the table in its place:

ceases to hold temporary work visa approved by the Department of Home Affairs (or any department that replaces it) and approved by us	the date the visa expires.
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2.2 Replace section "15. Definitions – Australian resident" with the following:

<i>Australian Resident</i>	A person who a) resides in Australia and is either an Australian citizen or the holder of a permanent visa as identified by the Australian Department of Home Affairs (or any department that replaces it); or b) is a citizen of New Zealand and the holder of a <i>Special Category Visa</i> while residing in Australia indefinitely.
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Important contact information

Should you have any questions or concerns about your policy, please contact MetLife on 1300 555 625.

Group Life Insurance

Combined Product Disclosure Statement and Policy Document

Issue Date: 4 September 2017

Group Life Insurance is issued by MetLife Insurance Limited (MetLife)
ABN 75 004 274 882 AFSL No. 238096



About MetLife

MetLife provides group insurance and individual life insurance products.

In Australia, MetLife is a specialist provider of life and income protection insurance. Since its entry into the Australian market in 2005, MetLife has grown its group insurance market share, doubling the size of its group business. This product is issued and underwritten by MetLife Insurance Limited.

The other members of the MetLife Group do not issue, guarantee or underwrite this product.

Globally, the MetLife companies reach more than 90 million customers throughout Asia- Pacific, the Americas and Europe. The MetLife companies include the number one life insurer in the United States (based on policies in force), with close to 150 years of experience and relationships with more than 90 of the top 100 FORTUNE 500® companies in the United States.

Which group insurance products are described in this document?

This booklet only covers MetLife Group Life Insurance for ordinary (non-superannuation) arrangements. This booklet will not apply to *you* if *you* are the trustee of a superannuation fund and are looking to provide insurance for *your* members.

There are separate booklets containing the Product Disclosure Statements and/or policy documents for the following group insurance products issued by MetLife:

- MetLife Group Life Insurance for superannuation arrangements (for policy documents only)
- MetLife Group Income Protection Insurance for superannuation arrangements (for policy documents only)
- MetLife Group Income Protection Insurance for ordinary (non-superannuation) arrangements

You can contact *us* on 1300 555 625 for a copy of these documents. *You* should consider these Product Disclosure Statements (for non-superannuation policies) in deciding whether to acquire these other products.

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About this document

How to read this booklet

This booklet contains the Product Disclosure Statement (PDS) and the policy document for MetLife Group Life Insurance for ordinary (non-superannuation) arrangements.

In this booklet:

- *we, our, us* and *MetLife* refer to MetLife Insurance Limited,
- *you, your* and *policy owner* refer to the applicant for this product and, if a policy is issued, the *policy owner* as set out in the *policy schedule*,
- headings are intended as a guide only and are not to be used to interpret the policy conditions, and
- as the context allows, plurals can be read as the singular and the singular as plurals.

What documents make up your policy?

The documents issued by *us* that make up *your* contract of insurance with *MetLife* (policy) are:

- the policy document section of this booklet,
- the *policy schedule* issued and signed by *us*, and
- any addendums issued and signed by *us*.

Please keep these documents in a safe place.

What is MetLife Group Life Insurance Ordinary?

MetLife Group Life Insurance Ordinary (Non-Superannuation) provides death, *terminal illness* and *total and permanent disablement* cover in relation to a group of people who share a commonality, such as employees of the same employer. As a result, there will be a single MetLife Group Life Insurance policy between *you* and *us*, but the policy provides cover in relation to a group of *eligible persons*.

As the insurance is provided on a group basis, *we* will pay the insured benefits to *you* and *you* will pay the premiums collectively to *us*.

Understanding your insurance

Insurance can be complex, but it's important that *you* can understand how *your* insurance works. So we've tried to keep the language in this document as clear and straightforward as possible but some expressions that are used in this booklet do have a special meaning. Where these expressions are used they appear in italics. The meaning of all the defined terms are above (see **How to read this booklet**) and in the section headed **15. Definitions** in the policy document section of this booklet.

This booklet is only available to persons receiving the offer and making an application in Australia. It is not an offer, invitation or recommendation by *MetLife*. Applications from outside Australia will not be accepted. *MetLife* is also not bound to accept any application.

This booklet has been designed to help *you* decide if MetLife Group Life insurance is right for *you*. Any advice given in the booklet is general advice only and does not take into account *your* objectives, financial situation or needs. As a result, before acting on this information, *you* should consider the appropriateness of the information having regard to *your* objectives, financial situation and needs.

This booklet contains important information about:

- significant features and benefits of this product,
- *your* Duty of Disclosure when applying for this product,
- *our* internal and external dispute resolution procedures, and
- *your* cooling off rights when purchasing this product.

Please note that, in addition to the summary of the significant features and benefits of this product, *you* must also read the policy document (which forms part of this booklet) as it contains the terms and conditions to understand the insurance provided (including the terms, exclusions and limitations that may apply to *your* cover).

Updating this PDS

The information contained in this PDS is current at the time of issue. From time to time *we* may change or update information that is not materially adverse by providing a notice of changes on *our* website www.metlife.com.au. *You* can also obtain a paper copy of the updated information by calling *us* on 1300 555 625.

If there is a materially significant change or omission to this PDS, *we* will issue *you* with a notice of the changes.

About this document

Applying for cover

After consultation with *you*, we will provide a quote summary which should be considered in conjunction with this booklet. If *you* would like to go ahead with the application for cover, we would require *you* or *your* adviser to accept the quote summary by email and the date *you* would like *us* to assume risk from. When we receive this information we will assist *you* in the application process which will include the completion of an application form. Please note, we do not generally assume risk that commences from a date before *you* accept the quote, unless we specifically agree to do so.

The booklet does not constitute a legally binding contract of insurance with *MetLife*. A contract is only formed when:

- we accept *your* application for this product and issue a *policy schedule* to *you* which confirms *your* cover and contains the specific benefits that apply to *your* policy. We may also require *you* to accept the policy by signing the *policy schedule* or by another means agreed by *us*,
- we issue an 'on-risk' letter confirming the issue of the policy and
- *you* have paid the premium we advise *you* is due and payable for the cover.

If we agree to change any of the terms or conditions of the policy, we will do this by adding an addendum to *your* policy.

Other information

Automatic acceptance

We may offer *standard cover* up to an agreed amount (referred to as an *automatic acceptance limit*) without the need for medical or other evidence, if the following criteria are satisfied:

- at least 75% of the people that meet the eligibility conditions become an *insured person*, and
- the conditions that *you* set for people to be covered under this policy does not allow them to directly or indirectly choose their own level of cover outside of those conditions without *our* consent. For example, the amount of cover a person can obtain is based on a set formula which applies to all persons who meet the conditions.

Underwriting

Underwriting is the process of assessing a person's insurability by obtaining information about their personal and family medical history, occupation, pastimes, family history and any other information *we* may require.

There may be situations where the *insured person* must obtain cover through underwriting. For example, an *insured person* is seeking cover above the automatic acceptance limit. Where underwriting is required *we* will need the *insured person* to complete a personal statement (application form) provided by *us* so *we* can assess their request. This means that acceptance for cover will be at *our* discretion and on such terms and conditions *we* determine, following assessment of any information that *we* may reasonably require, including medical information such as doctors' reports, mandatory blood tests and/or medical examinations.

When *we* underwrite a person for cover, *we* may decide to:

- (a) accept on standard terms,
- (b) accept with an exclusion (e.g. of a specific condition),
- (c) accept with a loading (e.g. +50% of the standard premium),
- (d) accept with a combination of an exclusion and a loading, or
- (e) decline cover.

For formula based cover and where the policy covers 50 or more *insured persons*, any loading will be recorded but not charged by *us* unless the *insured person* chooses to continue cover under a continuation option.

We will only ask for personal information that *we* are permitted to ask for by law and *our* relevant industry Code of Practice, and which *we* believe is necessary for *our* underwriting purposes.

Forward underwriting limits

We may offer *forward underwriting limits* for cover above the *automatic acceptance limit*. The amount of an *insured person's forward underwriting limit* will be advised by *us*. A *forward underwriting limit* will only be available where the policy has a standard formula for calculating the insured cover and may require the provision of additional mandatory information such as doctor's reports, blood tests and/or medical examinations.

Premiums and charges

The amount of the premium is the total cost of cover for all *insured persons* during the relevant period based on the *premium rates* for that period including any premium loadings. The premium amount also includes any government levies, taxes or charges not included in the *premium rates*. Further information on premiums can be found in the section titled **10. Premiums** of the policy document.

General information

Your duty of disclosure

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

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

You do not need to tell *us* anything that:

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

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

If you do not tell us something

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

If *you* do not tell *us* anything *you* are required to, and *we* would not have insured *you* if *you* had told *us*, *we* may avoid the contract within 3 years of entering into it. If *we* choose not to avoid the contract, *we* may, at any time, reduce the amount *you* have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if *you* had told *us* everything *you* should have.

However, if the contract has a surrender value, or provides cover on death, *we* may only exercise this right within 3 years of entering into the contract.

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

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

Our Privacy Statement

We collect, use and retain personal information in accordance with the Australian Privacy Principles and the Privacy Act 1988 (Cth). *We* collect, use, process and store personal information and, in some cases, sensitive information (including health information) about *you* and the individuals covered under *your* policy, in order to comply with *our* legal obligations, to assess *your* application for insurance cover, to administer the insurance cover provided, to enhance customer service or products and to manage claims. If *you* do not agree to provide *us* with the information, *we* may not be able to process *your* application, administer *your* cover or assess *your* claims.

In dealing with *us*, *you* agree to *us* using and disclosing *your* personal information as set out in this section and in *our* Privacy Policy.

For further information about how *we* handle *your* personal information, details of how *you* can access or correct the information *we* hold about *you* or make a complaint, *you* can access *our* Privacy Policy at www.metlife.com.au/privacy or contact *us* on 1300 555 625.

Tax and stamp duty

Goods and Services Tax (GST) currently does not apply to life insurance premiums. Premiums are inclusive of stamp duty where applicable.

This information is based on *our* current interpretation of the tax laws. Should changes in the law result in any new or additional taxes, duties or charges in relation to this policy, these amounts may be added to the premium or charged to the *policy owner*.

We recommend that *you* consult a professional tax adviser for advice regarding *your* circumstances.

Commissions

When *you* purchase a group insurance policy from *us*, the premium is paid to *us*. When an adviser is involved, they may request that a commission be applied to the premium for their services. This commission rate, which can be up to 30% of the annual premium plus GST, will be added to the premiums due to *us* under the policy and *we* will then pay the commission to the adviser. It is the responsibility of the adviser to advise *you* if there is any commission being applied under the policy for their service. Any commissions will be included in the cost of the premiums that *you* pay.

Commissions cannot be applied to a policy where the *policy owner* is a trustee of a complying superannuation fund.

Cooling off period

You have 14 days after *your* cover commences to cancel the policy. This is known as the cooling off period. The 14 days commences on the earlier of:

- 5 days after we issue the policy to *you*, and
- the date *you* receive *our* 'on-risk letter' confirming the issue of the policy.

However, *you* cannot return the product if *you* have exercised rights or powers under the product (for example, if *you* have made a claim). If *you* cancel the policy within the cooling off period we will refund *your* premiums less:

- the reasonable administrative and transaction costs (including taxes and duties) we have incurred in setting up the policy; and
- that proportion of the premium which relates to cover provided before we received *your* notice.

If *you* cancel the policy after the cooling off period, we will retain the portion of premium which relates to the cover that was provided before we received *your* written notice.

Our contact details

How to contact us

MetLife Insurance Limited
Level 9, 2 Park Street, Sydney NSW 2000
Telephone: 1300 555 625 Monday to Friday (except public holidays) 8:00 am to 5:00 pm (AEST)
Email: auservices@metlife.com
Website: www.metlife.com.au

Complaints resolution

It is *our* commitment that we will always attempt to satisfactorily answer any questions and resolve any problems or complaints *you* may have regarding the policy or *our* services.

If *you* wish to make a complaint about this product or *our* services, please contact *us* on:

Telephone: 1300 555 625
Email: auservices@metlife.com

or write to:

Dispute Resolution Officer
MetLife Insurance Limited
Reply Paid 3319, SYDNEY NSW 2001

You may contact the Financial Ombudsman Service (FOS) if *you* are not satisfied with how *we* respond to *your* complaint. FOS is an independent body whose services are available to *you* at no cost. They can be contacted by:

Telephone: 1800 367 287
Email: info@fos.org.au

or write to:

The General Manager
Financial Ombudsman Service
GPO Box 3, MELBOURNE VIC 3001

Group life insurance: a snapshot

The information in this section is a summary only and should be read in conjunction with the information provided in the policy document.

Features at a glance: benefits and options

MetLife Group Life Insurance pays you a lump sum benefit in the event of death, *terminal illness* or *total and permanent disablement* of an *insured person* subject to the terms and conditions of *your* policy.

Cover and limitations

Minimum number of <i>insured persons</i>	50*	
Who can obtain cover?	Generally Australian residents or holders of a temporary work visa approved by us aged up to 64. The <i>person</i> will also need to satisfy any other eligibility conditions chosen by <i>you</i> and agreed to by <i>us</i> .	
Premium frequency	Yearly unless other frequency requested (at additional cost of 3%)	
Minimum premium (excluding any adviser remuneration and government charges, taxes and levies)	\$10,000 per annum	
	Death cover (including terminal illness)	Total and permanent disablement (TPD) cover
Maximum benefit	No maximum**	\$5 million
Minimum entry age	15	15
Maximum entry age	64	64
Maximum insurable age	70	70***
Exclusions	Exclusions and limitations apply which means that there will be situations where we will not pay a benefit. Refer to the terms and conditions in the policy document for further information.	

*We have the discretion to accept a lower number

**Must be financially justified and subject to conditions.

***A restricted TPD definition may apply from age 65. The *policy schedule* will state this if this is the case.

Features and benefits

Feature/Benefit	Description	Policy Document Page
Death benefit	Provides a benefit if an <i>insured person</i> dies.	2
<i>Terminal illness</i> benefit*	Provides a benefit if an <i>insured person</i> becomes <i>terminally ill</i> .	2
TPD benefit	Provides a benefit if an <i>insured person</i> becomes totally and permanently disabled.	2
Standard cover	Available to all <i>persons</i> who satisfy the eligibility conditions chosen by <i>you</i> and agreed to by <i>us</i> .	3
No TPD tapering (optional)	We may agree to not taper an <i>insured person's</i> TPD cover. This may be at an additional cost to <i>you</i> .	5
24 hour worldwide cover	We'll provide cover for an <i>insured person</i> 24 hours a day while they are overseas. Some conditions apply.	7
Cover while on leave without pay (Leave of absence)	We'll continue to provide cover while an <i>insured person</i> is on approved leave.	7
Continuation option (optional)	An <i>insured person</i> may be able to continue their cover once their employment ceases with <i>you</i> . This may be at an additional cost to <i>you</i> .	8
Interim accident cover	Provides interim cover for up to 90 days while an <i>insured person</i> or <i>eligible person</i> is being underwritten.	9
Extended cover	Provides cover for up to 60 days where an <i>insured person</i> leaves <i>your</i> employment and ceases to be eligible for cover under the policy.	11
Guaranteed renewable	We'll guarantee to renew the policy each year provided the premiums are paid and the terms and conditions of the policy are met.	14
Waiver of underwriting loadings	Where a premium loading is recorded for an <i>insured person</i> , we will not charge the extra premium for the loading except if the <i>insured person</i> exercises a continuation option. This is only applicable to formula based cover and where the policy covers 50 or more <i>insured persons</i> .	

*The *terminal illness* benefit is provided as an advancement of the death benefit. So unless the policy indicates otherwise, any reference to death cover or death benefit also applies to *terminal illness*.

TPD definitions

The TPD definition that will apply in the event of a claim will depend on the circumstances of the *insured person* such as the number of hours worked at the time of disablement.

There are two TPD definitions available in this policy described as Definition 1 or Definition 2. Both Definition 1 and Definition 2 have two parts:

- Part A (Standard), and
- Part B (Restricted).

The table below provides a general overview for when Part A (Standard) or Part B (Restricted) may be applied to an *insured person*.

<i>Insured Person</i>	Definition
Worked on average a minimum of 15 hours in a normal working week in the three months immediately prior to the date of disablement*	TPD Part A (Standard)
Worked on average less than 15 hours in a normal working week in the three months immediately prior to the date of disablement *	TPD Part B (Restricted)
On leave of absence for 24 months or longer	TPD Part B (Restricted)
Age 65 or older (if TPD Definition 1 applies)	TPD Part B (Restricted)

*Where the *insured person* has been employed for less than 3 months, their weekly working hours will be averaged over their period of employment

Group Life Insurance (Ordinary)

Policy Document

About this policy document

This is *your* Group Life Policy Document, which sets out the details of the cover provided to *insured persons*.

In this policy:

- *we, us* and *our* refer to MetLife Insurance Limited ABN 75 004 274 882 AFSL 238096,
- *you* and *your* refer to the *policy owner*.

Understanding your policy

Insurance can be complex, but it's important that *you* and the people that are insured under this policy can understand how *your* insurance works. *We* have tried to keep the language in this document as clear and straightforward as possible but some expressions that are used in the policy do have a special meaning.

Where these expressions are used they appear in italics. The meaning of all the defined terms is in section **15 Definitions**.

There is also a section "**How to read this policy**" that contains some rules that explain how the policy is intended to be read.

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1. Benefits

1.1 Types of benefits

There are three benefits available under this policy. The benefits that apply to *you* will be specified in the *policy schedule*.

Death	Terminal Illness*	Total and Permanent Disablement (TPD)
We'll pay you a benefit if an <i>insured person</i> dies.	We'll pay you a benefit if an <i>insured person</i> becomes <i>terminally ill</i> .	We'll pay you a benefit if an <i>insured person</i> becomes <i>totally and permanently disabled</i> .

*The *terminal illness* benefit is provided as part of the death benefit. So unless the policy indicates otherwise, any reference to death cover or death benefit also applies to *terminal illness*.

1.2 What we pay

Benefit type	Amount we pay
Death	We'll pay you the amount of the <i>insured person's</i> cover for death, at the <i>insured person's</i> date of death.
<i>Terminal illness</i>	We'll pay you the <i>insured person's</i> cover for death, at the <i>insured person's</i> date of certification.
<i>Total and permanent disablement</i>	We'll pay you the amount of the <i>insured person's</i> cover for TPD, at the <i>insured person's</i> date of disablement.

One person, one benefit

If an *insured person* claims more than one benefit (for example, both *terminal illness* and TPD), we will only consider the claim that occurs first (for example, the earlier of the *insured person's* date of certification and their date of disablement).

1.3 Maximum benefits

The benefit payable under this policy for an *insured person* will not exceed the *maximum benefit*.

2. Getting cover

2.1 Eligibility

To be eligible for cover under this policy, a person must satisfy the *eligibility conditions* in the *policy schedule*. Once a person receives cover under this policy, they will continue to hold that cover subject to the terms of the policy.

2.2 Automatic acceptance

Automatic acceptance means that we will accept an *eligible person* for *insured cover* up to the *automatic acceptance limit* without the need for underwriting.

To be eligible for automatic acceptance at least 75% of the people that meet the *eligibility conditions* must be *insured persons*. If these conditions are not met at any time, we may reduce the *automatic acceptance limit* and/or withdraw automatic acceptance for future *eligible persons*.

2.3 Standard cover

Where an *automatic acceptance limit* applies, a person who:

- is an *eligible person*,
- is at least 15 years of age and under the *maximum entry age*, and
- is not entitled to receive *takeover cover*,

will have *standard cover* apply to them subject to the terms of this policy. There are circumstances where the cover an *insured person* obtains through automatic acceptance will be subject to *limited cover conditions*. See section 3.2 **Limited cover** for details.

2.4 Underwritten cover

An *eligible person* who:

- is not permitted to obtain cover under automatic acceptance, or
- seeks cover above the cover they obtained under automatic acceptance,

must obtain cover through underwriting.

In order to consider the *eligible person's* application, we may require additional information on them, including medical and lifestyle information.

We will only ask for personal information that we are permitted to ask for by law and our relevant industry Code of Practice, and which we believe is necessary for our underwriting purposes.

After considering an application for cover, we may:

Accept cover	Accept with conditions	Refuse cover
Accept the <i>eligible person</i> for cover under this policy.	Accept the <i>eligible person</i> for cover on the conditions we consider appropriate. For example, placing an exclusion on the cover.	Refuse to provide cover under this policy.

Where we accept the application with conditions, or refuse the application, this will not affect any existing cover the *eligible person* may have. So if the *eligible person* already has cover under automatic acceptance the amount and conditions of that cover will not be changed by our underwriting decision.

2.5 Takeover cover

Where some or all of the cover available under this policy was held under a *previous policy* on the day before the *commencement date*, and we agree to takeover that cover, we will do so on the following basis:

- we will provide cover and determine our liability for claims made in respect of the transferred cover by applying *FSC Guidance Note 11* as the “incoming insurer.” If there is any inconsistency between the terms and conditions of this policy and *FSC Guidance Note 11*, the policy terms and conditions prevail to the extent of the inconsistency,
- any individual conditions, exclusions or restrictions that applied to the transferred cover under the *previous policy* on the day before the *commencement date* will continue to apply until they expire according to their terms. This includes any limited cover and exclusions, and
- we will provide these takeover terms for each person for the same type of benefit they had under the *previous policy*. For example, if a person only had death cover under the *previous policy*, we will only provide *takeover cover* terms on death cover under this policy, even if they are eligible for other cover types.

Before we provide *takeover cover*, we will require that all relevant information from the *previous policy*, including formulas, *automatic acceptance limits* and the details of any specific conditions that apply to a person, be supplied to us. Where we do not receive such information, we will not provide terms for taking over cover.

3. When cover starts and its conditions

3.1 When cover starts

The date cover starts will depend on the type of cover.

Cover type	Cover starts...
<i>Standard cover</i>	For a person who obtains cover by way of automatic acceptance, cover starts from the: <ul style="list-style-type: none"> • date they first become an <i>eligible person</i> if this happens on or after the <i>commencement date</i>, or • <i>commencement date</i> if they first became an <i>eligible person</i> before the <i>commencement date</i> and remain so on the <i>commencement date</i>.
<i>Underwritten cover</i>	For a person who obtains <i>underwritten cover</i> , cover starts when we accept the <i>eligible person</i> for cover.
<i>Takeover cover</i>	For a person who obtains <i>takeover cover</i> , cover starts on the <i>commencement date</i> .

3.2 Limited cover

What's limited cover?

When the *limited cover conditions* apply, we will only pay a benefit for an illness or injury if it first becomes apparent or first occurs on or after the date the *insured person's* cover started or increased.

An illness or injury is considered to have first become apparent on the earlier of the day the *insured person*:

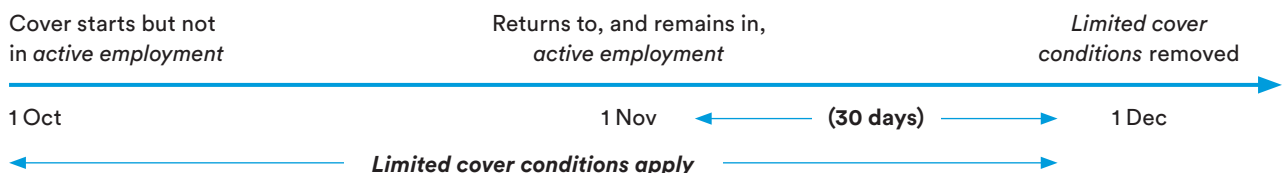
- is first given advice, care or treatment or recommended that they seek advice, care or treatment for the illness or injury, by a *medical practitioner*, or
- first had any symptom of the illness or injury for which a reasonable person in the same circumstances would have sought advice, care or treatment from a *medical practitioner*.

When limited cover applies

Limited cover conditions apply as follows:

Cover type	Scenario	Limited cover conditions
<i>Standard cover</i>	The <i>insured person</i> is not in <i>active employment</i> on the date <i>standard cover</i> commences or the date their <i>standard cover</i> increases due to a change in the benefit design.	<i>Limited cover conditions</i> apply until they have returned to <i>active employment</i> for 30 consecutive days as also shown in the diagram below.

Example



4. Cover amounts

4.1 Amount of cover

The amount of death cover, *terminal illness* cover and *total and permanent disablement* cover that applies to an *eligible person* will be determined as follows:

Cover type	Cover amount
<i>Standard cover</i>	The lesser of the <i>insured cover</i> for <i>standard cover</i> and the <i>automatic acceptance limit</i> .
<i>Underwritten cover</i>	The amount of cover that has been accepted.
<i>Takeover cover</i>	The nearest amount of cover that applied under the <i>previous policy</i> (unless the <i>policy schedule</i> states otherwise), but not exceeding the <i>maximum benefit</i> .

4.2 Automatic changes to cover

Where the *policy schedule* shows that the *insured cover* that applies to an *insured person* is calculated using a formula, the amount of cover for them will automatically change (increase or decrease) in line with the formula up to the amount that does not require written acceptance by us.

Any such change in cover cannot result in the amount of cover increasing by more than the greater of:

- 25%, or
- \$75,000,

since the last *annual review date*.

4.3 Reducing or cancelling cover

An *insured person* can apply to reduce or cancel their cover at any time.

The reduction or cancellation will take effect from the date *you* notify *us* in writing.

4.4 Tapering of TPD cover

For *total and permanent disablement* cover, if the *insured cover* does not contain a method to reduce the *TPD* sum insured to nil at the *maximum insurable age* (for example, as is the case for a fixed benefit amount), we will reduce the *total and permanent disablement* cover each year from the *insured person's* 61st birthday to be nil at the *maximum insurable age*. This is called *TPD* tapering.

We may agree to non-tapering of the *total and permanent disablement* cover. If we agree to this it will be stated in the *policy schedule*.

The table below shows the percentage in which the *insured person's* TPD cover will reduce from the *insured person's* 61st birthday as well as an example of how that reduction works

Age last birthday	Percentage reduction of TPD cover		Example \$500,000 TPD sum insured	
	Maximum insurable age - 65	Maximum insurable age - 70	Maximum insurable age - 65	Maximum insurable age - 70
Up to 60	Nil	Nil	\$500,000	\$500,000
61	20%	10%	\$400,000	\$450,000
62	40%	20%	\$300,000	\$400,000
63	60%	30%	\$200,000	\$350,000
64	80%	40%	\$100,000	\$300,000
65	100%	50%	Nil	\$250,000
66		60%		\$200,000
67		70%		\$150,000
68		80%		\$100,000
69		90%		\$50,000
70		100%		Nil

5. Extent of cover

5.1 TPD definition

There are two *TPD* definitions available in this policy described as *TPD Definition 1* or *TPD Definition 2* and both have two parts:

- Part A (Standard), and
- Part B (Restricted).

Whether *TPD Definition 1* or *TPD Definition 2* applies to *your* policy will be stated in the *policy schedule*. The table below provides a general overview for when Part A (Standard) or Part B (Restricted) of these definitions may be applied to an *insured person*.

Insured Person	TPD Definition
Worked on average a minimum of 15 hours in a normal working week in the three months immediately prior to the <i>date of disablement</i> *	<i>TPD Part A (Standard)</i>
Worked on average less than 15 hours in a normal working week in the three months immediately prior to the <i>date of disablement</i> *	<i>TPD Part B (Restricted)</i>
On leave of absence for 24 months or longer	<i>TPD Part B (Restricted)</i>
Age 65 or older (if <i>TPD Definition 1</i> applies)	<i>TPD Part B (Restricted)</i>

*Where the *insured person* has been *employed* for less than 3 months, their weekly working hours will be averaged over their period of *employment*.

Example

The *total and permanent disablement* definition which applies may change when an *insured person's* hours change. For example, if a person's average hours worked in a normal week over a three month period changes from more than 15 hours to less than 15 hours they will no longer be eligible for the Part A (Standard) definition and will only be eligible to claim under the Part B (Restricted) definition.

If we agree to use other *TPD* definitions, this will be stated in the *policy schedule*.

5.2 Worldwide cover

Cover for an *insured person* applies worldwide. However, if an *insured person*:

- is not an *Australian Resident*, (including a holder of a temporary work visa approved by us), and
- is temporarily *employed overseas*,

they will only have cover for 90 days from the date they leave Australia.

Where an *insured person* who is an *Australian Resident* is temporarily *employed overseas*, cover will continue provided premiums continue to be paid by you.

We may require an *insured person* to return to Australia at their expense for assessment in the case of a *total and permanent disablement* or *terminal illness* claim. If they do not return to Australia within 6 months of the date of any request, they will not be entitled to claim unless we otherwise agree.

5.3 Leave without pay

If an *insured person* is given a *leave of absence*, we will continue to cover them for a period up to 24 months after the commencement of the leave if:

- the *employer* approves the period of leave in writing before the *insured person* goes on leave, and
- premiums continue to be paid for the *insured person* during their *leave of absence*.

If the *insured person* will be on *leave of absence* beyond the initial 24 month period, you may extend cover beyond the 24 month period by applying to us in writing before the 24 month period ends. Any extension will be at our discretion.

Where an *insured person* who is on *leave of absence* for less than 24 months submits a claim for *total and permanent disablement*, the hours worked in the 3 months immediately prior to leave commencing will be used for the purpose of determining which part of the definition applies to the *insured person*. Where the *insured person* has been on *leave of absence* for 24 months or longer, following our approval, or turns 65 while on *leave of absence*, the claim will be based on the restricted *TPD* definition (Part B).

Cover for an *insured person* who is on *leave of absence* will cease at the earliest of when the *insured person's*:

- *leave of absence* ceases and they do not return to their *employment*,
- *leave of absence* exceeds 24 months, or any extended period we have agreed to in writing, or
- cover otherwise ceases under this policy.

6. Continuation option

If the *policy schedule* states that *your policy* has a Continuation Option, then when an *insured person's* cover under this policy ends because they cease to be engaged by the *employer*, they may apply to continue their cover with *us* through a new individual policy without having to provide medical evidence. To do so all the following requirements must be met.

The person must:

- have been covered under this policy,
- be under age 60 when they apply for the Continuation Option,
- be an *Australian Resident*,
- no longer be *employed* or engaged by the *employer*,
- not be leaving *employment* due to illness or injury,
- have been *employed* as either a *permanent employee*, a *franchisee* or a partner, and *at work* on the last day before their cover ending,
- not be joining any military forces (other than the Australian Armed Forces Reserve and is not on active duty outside Australia),
- not be entitled to any benefit under this policy or another policy issued by *us*,
- meet *our* standard minimum requirements for a new individual policy at that time including *our* occupation and pastimes underwriting requirements, and
- provide *us*, within 60 days of cover ending under this policy, with the application for the Continuation Option and the correct premium for the cover being applied for.

In addition, this policy must still be in force and all premiums due for the person's cover under this policy must be up to date.

Where the above conditions are met, we will issue an individual policy to the person, subject to:

- the amount of cover under the individual policy is no more than the cover that applied when they ceased cover under this policy, and
- the individual policy having the same exclusions and loadings that applied when they ceased cover under this policy.

The person's cover will then be subject to the terms and conditions (including premium rates) applicable to the individual policy.

7. Interim accident cover

7.1 What is interim accident cover?

If an *eligible person* applies for *underwritten cover*, we will cover them for the types of benefit that they have applied for (other than *terminal illness*) while we are considering the application. This cover is only provided where their death or *TPD* occurs as a direct result of an *accident*.

Accidental death cover	Accidental TPD cover
<p>We pay a benefit if a person who has applied for death cover dies as a direct result of an <i>accident</i> that occurs during the <i>interim accident cover</i> period defined in 7.2 When interim accident cover starts and stops.</p> <p>The death as a result of the <i>accident</i> must occur during the <i>interim accident cover</i> period for this benefit to be paid.</p>	<p>We pay a benefit if a person who has applied for <i>TPD</i> cover becomes <i>totally and permanently disabled</i> as a direct result of an <i>accident</i> that occurs during the <i>interim accident cover</i> period defined in 7.2 When interim accident cover starts and stops.</p> <p>The <i>accident</i> and resulting <i>date of disablement</i> must occur during the <i>interim accident cover</i> period for this benefit to be paid.</p>

The exclusions, limitations, restrictions and claim procedures under this policy also apply to *interim accident cover*.

7.2 When interim accident cover starts and stops

Cover for the *interim accident benefit* starts on the date we receive the *eligible person's* application for *underwritten cover* and ends on the earliest of the date:

- the application is withdrawn,
- we accept the application,
- we reject the application,
- an *interim accident cover* benefit becomes payable,
- 90 days from the date we receive the application, and
- cover would otherwise cease under this policy for the person.

7.3 What we'll pay

The benefit we will pay for accidental death or accidental *TPD* will be the lesser of:

- the amount of cover or additional cover applied for, or
- \$2,000,000.

We will pay this benefit in addition to any amount paid from other cover that applies to the *eligible person* under this policy.

7.4 What happens if we pay an interim accident benefit?

If we pay an *interim accident benefit*, the application for *underwritten cover* will be cancelled. You will be unable to apply for any further cover for that person under this policy. Any existing cover for that person under this policy will also be cancelled.

8. Ending and reinstating cover

8.1 When cover will end for an insured person

Cover for an *insured person* under this policy will end when:

The <i>insured person</i> ...	Cover ends on...
is paid under the policy: <ul style="list-style-type: none"> • a <i>terminal illness</i> benefit, • a <i>total and permanent disablement</i> benefit, • a death benefit, or • an <i>interim accident benefit</i> 	the date the benefit becomes payable.
reaches the <i>maximum insurable age</i>	the date they reach the <i>maximum insurable age</i> .
commences duty with the military services (other than the Australian Armed Forces Reserve and is not on active duty outside Australia) of any country	the date they commence duty with the military services.
dies	the date of death.
tells <i>you</i> in writing that they want to cancel their cover	the date determined under section 4.3 Reducing or cancelling cover .
is no longer an <i>insured person</i> because the policy is terminated	the date the policy is terminated subject to 8.2 What happens if this policy ends?
is no longer an <i>Australian Resident</i> and does not hold a temporary work visa approved by <i>us</i> , is no longer permanently in Australia or is not eligible to work in Australia	the date the person is no longer an <i>Australian Resident</i> or no longer permanently in Australia or eligible to work in Australia.
ceases to be engaged by the <i>employer</i>	for an employee, the date they cease to be <i>employed</i> by the <i>employer</i> . for anyone else, the date they cease to be engaged by the <i>employer</i> . <i>We</i> will however extend cover from this date for up to 60 days (see section 8.4 Extended cover).
no longer meets the conditions under section 5.2 Worldwide cover for cover while temporarily <i>employed</i> overseas	the date the person no longer meets the conditions for cover to continue while <i>employed</i> overseas under section 5.2 Worldwide cover .
no longer meets the conditions under section 5.3 Leave without pay for cover during <i>leave of absence</i>	the date the person no longer meets the conditions for cover to continue when on leave without pay under section 5.3 Leave without pay .
where premiums have not been paid within 30 days of the <i>premium due date</i>	30 days after the <i>premium due date</i> .
ceases to hold a temporary work visa approved by <i>us</i> issued by the Department of Immigration and Citizenship	the date the visa expires.
is accepted or rejected for a continuation option (for Extended Cover only)	the date the application for a continuation option is either accepted or rejected.

8.2 What happens if this policy ends?

Cover for all *insured persons* will end on the date this policy ends.

If you take out a policy with another insurer when this policy ends, we will use *FSC Guidance Note 11* to transfer the cover of all *insured persons* to the new policy. Where there are inconsistencies between *FSC Guidance Note 11* and this policy, this policy will be used.

8.3 Reinstating cover

Cover which has ceased can only be reinstated if we agree to reinstate the cover in writing.

8.4 Extended cover

If cover ends because the *insured person* ceases to be engaged by an *employer*, we will extend cover for up to 60 days from the date the cover ceased for that person. Premiums are not payable for this extension of cover.

The extended cover period ceases on the earlier of the following:

- 60 consecutive days have elapsed since their cover ceased,
- the date that an application for a continuation option has been accepted or declined by us,
- the date the person obtains insurance for the same or similar benefit provided under this policy with any other insurer as determined by us, or
- the date that cover would otherwise cease in accordance with any other condition in section 8.1 **When cover will end for an insured person.**

9. Claims

9.1 When to tell us about a claim

You must tell us as soon as possible if you become aware of a claim or potential claim.

If you delay telling us and that prejudices our interests, we may reduce the benefit or not pay the claim. Our interests include the ability to obtain the evidence we require or would have obtained for the period of the illness or injury.

9.2 What we need to be told

Before we will pay a claim we will need you or the *insured person* to provide any evidence we believe necessary to make a decision about the claim.

Apart from any medical examinations and non-invasive tests that we may arrange, we will not pay for any costs incurred in providing evidence to support the claim, including any reports submitted to you from *medical practitioners* who have treated the *insured person*. Where we arrange for the *insured person* to undergo medical examinations or non-invasive tests that we believe are necessary, we:

- have the discretion to appoint a *medical practitioner* or other health professional of our choosing, and
- will pay the fees and the costs of those examinations and tests. However, unless we agree otherwise in writing, we will not pay any other costs related to the *insured person's* attendance for these investigations, including costs of travelling to an appointment or for non-attendance at an appointed examination.

9.3 Illegible and foreign language evidence

We require all evidence to be legible and in English.

Therefore, we may require you to have evidence:

- transcribed into a form in which can be comprehended in English, and
- appropriately certified to be a true copy of the original.

9.4 Confidentiality requirements

If we give you information that we obtain in the course of assessing a claim:

- you must deal with that information in accordance with the Privacy Act 1988, and keep that information confidential at all times, unless you have a legal obligation to disclose it, and
- any person you appoint to assist you to manage or assess claims must agree to be bound by these same confidentiality obligations.

10. Premiums

10.1 Amount and calculation of premiums

The amount of the premium is the total cost of cover for all *insured persons* during the relevant period. The premium amount also includes any government levies, taxes or charges not included in the *premium rates*. Premiums are calculated by applying the relevant *premium rate* as stated in the *policy schedule* to the amount of cover held by the *insured person*, and will include any loadings that apply to that *insured person*.

10.2 Adjustments in premiums

There are two options available for adjustments in premiums. The option that applies to your policy will be stated in the *policy schedule*.

Option 1

Any adjustment premium for the previous year will be determined at each *annual review date* by taking:

- a proportion of the premium for any increase or decrease in an *insured person's* amount of cover from the date of the increase or decrease to the current *annual review date*.
- a proportion of the premium for new *insured persons* joining this policy during the previous year from the date of membership to the current *annual review date*.
- a proportion of the premium for *insured persons* leaving this policy during the previous year from the date of cessation of membership to the current *annual review date*.

Option 2

Any adjustment premium for the previous year shall be determined at each *annual review date* by application of the formula:

$$\text{Adjustment Premium} = \frac{1}{2P} \times \frac{(S2 - S1)}{S1}$$

When:

P is the total premium at the previous *annual review date*.

S1 is the amount of cover for all *insured persons'* at the previous *annual review date*.

S2 is the amount of cover for all *insured persons'* at the current *annual review date*.

Adjustment premiums shall be paid by or to us within 30 days of the completion of the annual review.

10.3 When premiums are due

Insurance premiums are payable to us annually in advance except where we agree to accept premiums by instalments. When premiums are payable by instalments an additional premium, as notified by us, will be payable.

If we do not receive the full premium, including any premium adjustments, within 30 days of the premium being due, we can give you written notice to terminate the policy. If a benefit is payable to you for a claim that occurs during a period where premiums are overdue, we will not pay the benefit until you pay us the overdue premium.

10.4 Minimum annual premium amount

We reserve the right to apply a minimum annual premium amount by giving *you* 30 days written notice. Such minimum annual premium will become payable from the next *annual review date* until we advise it is no longer payable. We will only apply a minimum annual premium amount if we do this for all policies of the same kind on a simultaneous and consistent basis.

10.5 Premium audit

From time to time we may audit *your* membership records to ensure the correct premium is being calculated and paid to *us*.

We will give *you* reasonable notice if we propose to conduct an audit, and will only conduct an audit in normal office hours.

10.6 Premium corrections

If the age of an *insured person* has been incorrectly stated, *you* must adjust the premium and/or amount of cover for that *insured person*, as appropriate, based on the correct age.

11. Varying the policy

This policy may be varied by written agreement between *you* and *us*. It may also be varied in the following circumstances.

If we vary the policy it must not prevent the policy from being treated as life insurance business under the Life Insurance Act 1995 (or any legislation that replaces it).

11.1 When we can vary the policy

We have the right to vary the *premium rates* or *automatic acceptance limit* at any time after the end of the *premium guarantee period*. We will give *you* 60 days written notice before we do this.

We may vary the terms and conditions (including the *premium rates*) with immediate effect and confirm that change in writing, even before the end of the *premium guarantee period*, if:

- the number of *insured persons* covered under this policy changes by more than 25% from the number of *insured persons* at the commencement of the previous *premium guarantee period*,
- the number of *insured persons* covered under this policy becomes less than 75% of *eligible persons*, or
- *your* business activity results in unusual changes in the number of *insured persons* (such as due to mergers or takeovers) which leads, in *our* opinion, to a major change in the risk insured by this policy.

11.2 Changes in the law and its interpretation

If there is a change to a law or the way a law is interpreted, we may also vary any of the terms and conditions of this policy (including the *premium rates*), with immediate effect, even before the end of a *premium guarantee period*.

We can do this when a change to a law or its interpretation means:

- it becomes impossible or impractical for *us* to carry out *our* obligations under the policy,
- how we or the policy is taxed changes,
- government charges, taxes or levies are imposed or changed, or
- the terms of the policy would become inconsistent with the law.

11.3 War in Australia

If there is a *war* within Australia, we may vary the *premium rates* with immediate effect.

12. Exclusions

12.1 Acts of war

We will not pay a benefit for an *insured person* if their death, *terminal illness* or *TPD* is caused directly or indirectly by an act of war.

While acts of war are excluded, if an *insured person* dies while on service with the Australian Armed Forces Reserve they will still be covered.

12.2 Suicide or self-inflicted injury

Where cover for an *insured person* is

- not *standard cover*,
- increased cover that is not increased as a result of a standard formula under the *insured cover*, or
- reinstated cover,

we will not pay a benefit if:

- their death, *terminal illness* or *TPD* is directly or indirectly caused by or attributed to:
 - suicide or attempted suicide, or
 - an intentional self-inflicted injury or infection, and
- this takes place within the first 13 months of the relevant cover starting, increasing or recommencing.

Where the cover for a person is for *interim accident cover*, we will not pay a benefit if their death, *terminal illness* or *TPD* is directly or indirectly caused by or attributed to:

- suicide or attempted suicide, or
- intentional self-inflicted injury or infection.

12.3 Previous terminal illness benefit

No benefit will be payable for *terminal illness* where a person has been paid or is eligible to be paid a *terminal illness* or similar benefit under the *previous policy*.

12.4 Sanctions

Despite anything else in this policy, neither *you* nor *us* will be required to provide any premium, benefit, cover or payment under this policy where doing so would violate any laws or regulations.

13. Policy owner information

13.1 Policy term

This policy commences on the *commencement date* and will end on the earliest of:

- two months after we receive *your* written request to cancel this policy, but no sooner than the end of the *premium guarantee period*,
- a date we agree to in writing with *you*,
- the date cover ends for all *insured persons*, or
- a date we give *you* in writing if a premium is more than 30 days overdue. See section 10.3 **When premiums are due**.

13.2 Record keeping

You must keep accurate records necessary for the effective operation of this policy, in a format that is reasonably accessible by us.

The information you must provide includes information relevant to each claim including:

- salary,
- leave records, and
- *employment* duties.

Additionally, you must provide any records we are entitled to access under this policy to investigate the premiums owed to us during a relevant period.

13.3 Currency

All payments connected to this policy, whether to us or by us, must be made in Australia and in Australian currency.

13.4 Audit

We may conduct an audit of:

- any transaction,
- the performance of any obligation under this policy, or
- records you (or any person on your behalf) have,

which are connected with this policy.

We will give you reasonable notice if we propose to conduct an audit, and will only conduct an audit in normal office hours.

13.5 Notices

Notices must be in writing. We will send all notices to you at the address you last gave us, and you must send notices to us at the address we last gave you.

A notice which is delivered personally, by facsimile or email is treated as being given on the day it was received and a notice which is posted is treated as being given three days from the date of posting.

13.6 Waivers

If we do not exercise a power or right we have under this policy (or delay exercising it) this does not operate as a waiver of that power or right. We waive a power or right only where we say so in writing.

13.7 Non-assignment of policy

You may not assign this policy, unless we have previously given our written consent.

13.8 Statutory fund and surrender value

This policy:

- is issued in our No. 1 Statutory Fund,
- does not participate in our profits, and
- does not acquire a surrender value.

13.9 Interpretation

How to read this policy:

- headings are intended as a guide only and are not to be used to interpret the policy conditions, and
- as the context allows, plurals can be read as the singular and the singular read as plurals.

13.10 Governing law

This policy is subject to and governed by the laws of the Commonwealth of Australia and the laws of the State of New South Wales.

14. Complaints

We will try to resolve any complaints and disputes promptly through *our* internal disputes resolution process.

But if we are unable to resolve a dispute to the *insured person's* satisfaction within 45 days, the *insured person* may contact an independent complaints resolution body for help.

Financial Ombudsman Service

Phone: 1800 367 287 or (03) 9613 7366

Write to: GPO Box 3, MELBOURNE VIC 3001

15. Definitions

Words or expressions in italics throughout the policy document have meanings set out below:

accident	Bodily injury caused solely and directly by accidental, external and visible means, independent of any other cause.
active employment	A person who in <i>our</i> opinion is capable of performing their identifiable duties, without restriction by any illness or injury, for at least 35 hours per week (whether or not they are actually working those hours).
annual review date	The “Annual Review Date” stated in the <i>policy schedule</i> .
at work	Actively performing all the duties of their occupation, working their usual hours free from any limitation due to illness or injury and not entitled to or receiving income support benefits of any kind.
Australian Resident	A person who (a) resides in Australia and is either an Australian citizen or the holder of a permanent visa as identified by the Australian Department of Immigration and Border Protection (or its predecessor or successor), or (b) is a citizen of New Zealand and the holder of a <i>Special Category Visa</i> while residing in Australia indefinitely.
automatic acceptance limit	The maximum amount determined by <i>us</i> and notified to <i>you</i> from time to time as stated in the <i>policy schedule</i> for which <i>we</i> may accept a person for <i>insured cover</i> without application.
casual employee	A person being engaged in <i>employment</i> of a temporary nature where: <ul style="list-style-type: none">• continuity of <i>employment</i> is not guaranteed by the <i>employer</i>, regardless of hours worked or the period of <i>employment</i>, and• the person is not entitled to annual leave or sick leave.
commencement date	The “Commencement Date” stated in the <i>policy schedule</i> .
contractor	A person who is contracted for a fixed period of <i>employment</i> determined at the commencement of their <i>employment</i> and where that person is entitled to have benefits such as superannuation contributions and sick leave.
date of certification	The most recent date that two <i>medical practitioners</i> , one of whom specialises in the <i>insured person's</i> illness, certify that the illness will lead to the <i>insured person's</i> death within 12 months.
date of disablement	The later of, the date: <ul style="list-style-type: none">• on which a <i>medical practitioner</i> examines and certifies in writing that the <i>insured person</i> is disabled, and• the <i>insured person</i> ceases all work.
eligibility conditions	“Eligibility Conditions” stated in the <i>policy schedule</i> that detail how a person can become eligible for <i>insured cover</i> .

eligible person	A person who meets the “Eligibility Conditions” stated in the <i>policy schedule</i> .
employed or employment	A person being engaged by the <i>employer</i> : <ul style="list-style-type: none"> • under a contract of employment and includes a: <ul style="list-style-type: none"> – <i>permanent employee</i> – <i>casual employee</i> – <i>contractor</i>, or • as a <i>franchisee</i>, or • as a partner (if the <i>employer</i> is a partnership).
employer	The “Employer” named in the <i>policy schedule</i> and any associated entity agreed to by <i>us</i> .
forward underwriting limits	The amount, determined by <i>us</i> , which an <i>insured person’s insured cover</i> may increase to, in line with the calculation for <i>insured cover</i> , without the need for additional underwriting. This is only available where the policy has a standard formula for calculating the <i>insured cover</i> .
franchisee	An individual who has entered into a <i>franchise agreement</i> with <i>you</i> .
franchise agreement	Has the meaning given to it in the Competition and Consumer (Industry Codes Franchising) Regulation 2014 (or any legislation that replaces it).
FSC Guidance Note 11	FSC Guidance Note No. 11 Group Insurance Takeover Terms as amended from time to time (the current version of which is dated 9 May 2013).
income	(a) As set out in Appendix A and the definition which applies will depend on the <i>insured person’s employment</i> status and is stated in the <i>policy schedule</i> , and (b) any other component agreed to by <i>us</i> that would not otherwise be considered as income under Appendix A .
insured cover	The “Insured Cover” stated in the <i>policy schedule</i> which details the calculation of insurance cover for an <i>insured person</i> .
insured person	An <i>eligible person</i> who has cover in force under this policy, other than <i>interim accident cover</i> .
interim accident benefit	The benefit payable for <i>interim accident cover</i> as described in section 7 Interim accident cover .
interim accident cover	The cover provided under section 7 Interim accident cover while a person is being assessed by <i>us</i> for additional cover that is not accepted under automatic acceptance.
leave of absence	Any period of absence by the <i>insured person</i> , unpaid, that has been approved by the <i>employer</i> in writing prior to such absence.
limited cover conditions	The limitations on an <i>insured person’s cover</i> as described in section 3.2 Limited cover .
maximum benefit	The “Maximum Benefit” stated in the <i>policy schedule</i> which is the maximum sum insured that will be paid under this policy for an <i>insured person</i> .
maximum entry age	The maximum age a person can be to be eligible for <i>standard cover</i> as stated in the <i>policy schedule</i> .
maximum insurable age	The maximum age for which a person can hold <i>insured cover</i> . The <i>maximum insurable age</i> is shown in the <i>policy schedule</i> .
medical practitioner	A person, accepted by <i>us</i> , who is registered and practising as a medical practitioner in Australia other than the: <ul style="list-style-type: none"> • <i>insured person</i>, or • <i>insured person’s spouse</i> or partner, parent, child or sibling.
permanent employee	Employment under an agreement or award in which a person works a minimum number of hours and is entitled to conditions and benefits normally associated with permanent employment such as annual leave and sick leave.
policy owner	The “Policy Owner” named in the <i>policy schedule</i> .
policy schedule	Any document issued to <i>you</i> which contains the specific terms and conditions that apply to this policy.
premium due date	The “Premium Due Date” stated in the <i>policy schedule</i> .
premium guarantee period	The “Premium Guarantee Period” stated in the <i>policy schedule</i> .
premium rates	The rates stated in the <i>policy schedule</i> “Schedule 2”.
previous policy	The “Previous Policy” named in the <i>policy schedule</i> .
special category visa	Has the meaning given to it in section 32 of the Migration Act 1958 (Cth).

standard cover	The acceptance of <i>insured cover</i> by us without the need for underwriting for an amount up to the <i>automatic acceptance limit</i> .
takeover cover	The cover described in section 2.5 Takeover cover .
terminal illness / terminally ill	<p>(a) an <i>insured person</i> suffering from an illness that despite reasonable medical treatment will lead to the <i>insured person's</i> death within 12 months of the <i>date of certification</i>, and</p> <p>(b) we are satisfied, on medical or other evidence, that despite reasonable medical treatment the illness will lead to the <i>insured person's</i> death within 12 months of the <i>date of certification</i> referred to in paragraph (a).</p> <p>The <i>date of certification</i> must be made while the <i>insured person</i> is covered under this policy.</p>
total and permanent disablement (TPD)/ totally and permanently disabled	<p>Has the meaning set out below and can be:</p> <ul style="list-style-type: none"> • Definition 1, and/or • Definition 2, and/or • an alternative definition as agreed by us. <p>The definition(s) which apply will be stated in <i>your policy schedule</i>.</p> <p>Definition 1</p> <p>Total and Permanent Disablement (TPD) means:</p> <p>Part A (Standard):</p> <p>For an <i>insured person</i> who</p> <ul style="list-style-type: none"> • is under the age of 65, • is <i>employed</i> and has been working on average a minimum of 15 hours in a normal working week in the three months (or where the <i>insured person</i> has been <i>employed</i> for less than three months, over their period of <i>employment</i>) immediately prior to their <i>date of disablement</i>, and • has not been on <i>leave of absence</i> for more than 24 months: <p>The <i>insured person</i> has been absent from their occupation with the <i>employer</i> through injury or illness for 3 consecutive months and has provided proof to <i>our</i> satisfaction that the <i>insured person</i> has become incapacitated to such an extent as to render the <i>insured person</i> unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.</p> <p>Part B (Restricted):</p> <p>For an <i>insured person</i> who:</p> <ul style="list-style-type: none"> • is aged 65 or older immediately prior to their <i>date of disablement</i>, or • is <i>employed</i> and has been working on average less than 15 hours in a normal working week in the three months (or where the <i>insured person</i> has been <i>employed</i> for less than three months, over their period of <i>employment</i>) immediately prior to their <i>date of disablement</i>, or • has been on <i>leave of absence</i> for 24 months or longer: <p>The <i>insured person</i> satisfies either paragraphs (i), (ii) or (iii) and also satisfies paragraph (iv):</p> <p>i) the <i>insured person</i> suffering the permanent loss of use of 2 limbs or the sight of both eyes or the permanent loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot),</p> <p>ii) the <i>insured person</i> through injury or illness, and having provided proof to our satisfaction, is permanently unable to perform at least 2 of the following 6 basic activities of everyday living:</p> <ul style="list-style-type: none"> – Bathing: to shower or bathe, – Dressing: to dress or undress, – Toileting: to use the toilet including getting on and off; – Feeding: to eat and drink, – Mobility: to get out of a bed or a chair or a wheelchair, or – Continence: to control bladder and bowel function. <p>If the <i>insured person</i> can perform the activity by using special equipment, they will be considered able to undertake that activity,</p> <p>iii) the <i>insured person</i> through injury or illness, and having provided proof to <i>our</i> satisfaction, is suffering from the permanent deterioration or loss of intellectual capacity that has required the <i>insured person</i> to be under continuous care and supervision by another adult person for 3 consecutive months and this care is likely to be ongoing on a permanent daily basis,</p>

**total and permanent
disablement (TPD)/
totally and
permanently disabled
(continued)**

- iv) the *insured person* has been absent from their occupation with the *employer* through injury or illness for 3 consecutive months and has provided proof to our satisfaction that the *insured person* has become incapacitated to such an extent as to render the *insured person* unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.

Definition 2

Total and Permanent Disablement (TPD) means :

Part A (Standard):

For an *insured person* who:

- is *employed* and has been working on average a minimum of 15 hours in a normal working week in the three months (or where the *insured person* has been *employed* for less than three months, over their period of *employment*) immediately prior to their *date of disablement*, and
- has not been on *leave of absence* for more than 24 months:

The *insured person* has been absent from their occupation with the *employer* through injury or illness for 3 consecutive months and has provided proof to our satisfaction that the *insured person* has become incapacitated to such an extent as to render the *insured person* unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.

Part B (Restricted):

For an *insured person* who:

- is *employed* and has been working on average less than 15 hours in a normal working week in the three months (or where the *insured person* has been *employed* for less than three months, over their period of *employment*) immediately prior to their *date of disablement*, or
- has been on *leave of absence* for 24 months or longer:

The *insured person* satisfies either paragraph (i), (ii) or (iii) and also satisfies paragraph (iv):

- i) the *insured person* has suffered the permanent loss of use of 2 limbs or the sight of both eyes or the permanent loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot);
- ii) the *insured person* through injury or illness, and having provided proof to our satisfaction, is permanently unable to perform at least 2 of the following 6 basic activities of everyday living:
- Bathing: to shower or bathe,
 - Dressing: to dress or undress,
 - Toileting: to use the toilet including getting on and off;
 - Feeding: to eat and drink,
 - Mobility: to get out of a bed or a chair or a wheelchair; or
 - Continence: to control bladder and bowel function.

If the *insured person* can perform the activity by using special equipment, they will be considered able to undertake that activity,

- iii) the *insured person* through injury or illness, and having provided proof to our satisfaction, is suffering from the permanent deterioration or loss of intellectual capacity that has required the *insured person* to be under continuous care and supervision by another adult person for 3 consecutive months and this care is likely to be ongoing on a permanent daily basis,
- iv) the *insured person*, has been absent from their occupation with the *employer* through injury or illness for 3 consecutive months, and has provided proof to our satisfaction that the *insured person* has become incapacitated to such an extent as to render the *insured person* unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.

underwritten cover

Cover accepted by our underwriters following our assessment of any information that we may reasonably require, including information about the person's personal and family medical history.

war

Any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

we/our/us

MetLife Insurance Limited ABN 75 004 274 882 AFSL No. 238096 Level 9, 2 Park Street, Sydney, New South Wales.

you/your

The *policy owner*.

Appendix A – Income Definitions

You can apply for the *insured cover* to be calculated using a formula which will be subject to *our* approval. If we approve the formula and *income* is used within that formula, the definitions of *income* available in the policy will be based on the *insured person's employment status* as shown in the table below. The definition(s) which will apply to *your* policy will be stated in the *policy schedule*.

Definition	Employment Status	Income Definition
1(a).	<i>Employed – standard (excluding casual employees)</i>	The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation including salary sacrifice amounts, but excluding overtime payments, profit distributions, director's fees and any other non – regular payments.
1(b).	<i>Employed – tailored components (excluding casual employees)</i>	The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation including salary sacrifice amounts, SG contributions*, regular commission*, regular bonus* (but excluding overtime payments, profit distributions, director's fees and any other non – regular payments). Where this income includes commission and bonuses, these components will be averaged over a three year period. *The component(s) that apply to <i>you</i> will be specified in the <i>policy schedule</i> .
2.	<i>Casual employee</i>	The average of the regular income received by the <i>insured person</i> from the <i>employer</i> over the previous 12 months or the actual period if less, subject to a minimum average period of 3 months.
3.	Partner	The total regular income received by the <i>insured person</i> (after deduction of their share of business expenses) from the <i>employer</i> over the previous 12 months prior because of the personal exertion of the <i>insured person</i> . Income will not include investment income, profit distributions or similar payments that may continue in the event of disability.
4.	Shareholders (<i>employed as a permanent employee</i>)	The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation, including any income distributed to a spouse/partner and/or a child/children, (also including salary sacrifice amounts but excluding overtime payments, profit distributions, director's fees and any other non - regular payments). Where this income includes commission and bonuses these components will be averaged over a three year period.
5.	<i>Franchisee</i>	Income is the Gross Total Receivables Package less Ongoing Franchise Expenses. "Gross Total Receivable Package" means, the total income received from the operation of the franchise and includes, but is not limited to, the following items: <ul style="list-style-type: none"> • Franchise income from all regular jobs, • Franchise income from all irregular jobs, • Mandated superannuation contributions, • Depreciation* of business equipment and motor vehicle(s), • The proportionate value of the motor vehicle. "Ongoing Franchise Expenses" means, the total expenses that is necessarily incurred in the operation of the franchise and includes, but is not limited to, the following items: <ul style="list-style-type: none"> • Franchise fees, • Insurance, • Equipment and motor vehicle(s) maintenance costs, • Fuel, • Office supplies. *The maximum depreciation amount to be added back is the lesser of the actual depreciation, and 20% of net profit.

Definition	Employment Status	Income Definition
6.	Self -employed (Executive Director)	For a self-employed person, or an executive director, and who owns (directly or indirectly) all or part of the business, including all or part ownership through another legal entity, the regular income earned in the 12 months immediately prior from the <i>insured person's</i> personal exertion after the deduction of their share of business expenses incurred in earning the income excluding investment income, profit distributions or similar payments that may continue in the event of disability.

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