

## **AON People Protect Group Income Protection Insurance**

### **Supplementary Product Disclosure Statement Number 4: Preparation Date: 1 July 2020**

The AON People Protect Supplementary Product Disclosure Statement Number 4 ('SPDS Number 4') supplements information contained in the AON People Protect Combined Product Disclosure Statement and Group Income Protection Policy Terms ('PDS'), date issued 15 September 2016. This SPDS Number 4 (prepared on 1 July 2020) 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 AON People Protect Group Income Protection Insurance. MetLife takes full responsibility for the entirety of this SPDS Number 4. This SPDS Number 4 must be read in conjunction with the PDS, SPDS (prepared on 14 November 2017), SPDS Number 2 (prepared on 6 September 2018) and SPDS Number 3 (prepared on 1 July 2019).

This SPDS Number 4 has been issued to inform you of the following important amendment to the PDS as a result of an update to the Crisis Benefit Medical Condition Definitions. This SPDS Number 4 will apply to Aon People Protect Group Income Protection Insurance policies issued on or after the date of this SPDS Number 4.

#### **Section 33. CRISIS BENEFIT MEDICAL CONDITION DEFINITIONS have been replaced with the following:**

##### **"33. CRISIS BENEFIT MEDICAL CONDITIONS DEFINITIONS**

###### **Accidental HIV Infection**

Infection with the Human Immunodeficiency Virus (HIV) where it was acquired as a result of an accident and seroconversion to HIV infection occurs within six months of the accident. Any accident giving rise to a potential claim must be reported to us and supported by a negative HIV Antibody test taken after the accident. This does not include any disease or injury associated with AIDS or HIV virus acquired as a result of sexual activity or recreational intravenous drug use.

###### **Activities of Daily Living**

**Bathing:** the ability to wash themselves either in the bath or shower or by sponge bath without the assistance of another person. The Covered Person will be considered to be able to bathe himself or herself even if the above tasks can only be performed by using equipment or adaptive devices.

**Dressing:** the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them without the assistance of another person. The Covered Person will be considered able to dress themselves even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.

**Eating:** the ability to feed themselves once food has been prepared and made available, without the assistance of another person.

**Toileting:** the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the assistance of another person. The Covered Person will be considered able to toilet themselves even if he or she has an ostomy pouch/bag and is able to empty it himself or herself, or if the Covered Person uses a commode, bedpan or urinal, and is able to empty and clean it without the assistance of another person.

**Transferring:** the ability to move in and out of a chair or bed without the assistance of another person. The Covered Person will be considered able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used.

###### **Alzheimer's Disease**

The diagnosis of Alzheimer's Disease as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment.

Significant cognitive impairment means deterioration in the Covered Person's mini-mental state examination, or equivalent thereof, scores to 20 or less.

###### **Aplastic Anaemia**

Acquired permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:

- blood production transfusion,
- marrow stimulating agents,
- immunosuppressive agents, or
- bone marrow transplantation.

### **Bacterial Meningitis**

The diagnosis of the Covered Person with Bacterial Meningitis. The meningitis must produce neurological deficit causing permanent and significant functional impairment, meaning either;

- at least a 25% impairment of whole person function as defined in the Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association, or
- totally and irreversibly unable to perform at least two of the five Activities of Daily Living.

Diagnosis must be confirmed by a consultant neurologist.

Bacterial Meningitis in the presence of HIV is excluded. All other forms of meningitis including viral, are excluded.

### **Benign Brain Tumour**

The diagnosis of a non-malignant tumour of the brain or spinal cord. Confirmed by appropriate specialist (neurologist or neurosurgeon) and imaging studies such as CT or MRI scans. Resulting in permanent symptoms or signs leading to either;

- at least a 25% impairment of whole person function as defined in the Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association, or
- totally and irreversibly unable to perform at least one of the five Activities of Daily Living.

Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine are excluded.

### **Blindness**

As a result of disease or accident the permanent loss of the sight in both eyes such that the:

- a) visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes, or
- b) field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity (equivalent to 1/100 white test object).

### **Cancer (excluding specified early stage cancers)**

The presence of one or more malignant tumours including Hodgkin's disease, leukaemia and other malignant bone marrow disorders, and is characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue of different histological type.

The following classifications are not covered under this definition:

- pre-malignant,
- non-invasive,
- high-grade dysplasia,
- carcinoma in situ,
- having borderline malignancy or low potential,
- all non-melanoma skin cancers unless having spread to the bone, lymph node, or another distant organ, or
- all melanoma skin cancers unless having progressed to at least TNM classification T2bN0M0.

The following classifications are covered under this definition:

- Malignant tumours of the prostate with any one of the following characteristics:
  - a Gleason score of at least 7, or
  - having progressed to at least TNM classification T2, or
  - having progressed to at least TNM classification T1 and where prostatectomy is considered medically necessary to arrest malignancy; and
- Carcinoma in situ of the breast where a mastectomy (removal of the entire breast with or without nipple and skin sparing surgery) is required and considered medically necessary.

**Cardiomyopathy**

Permanent and irreversible impairment of ventricular function as confirmed by a cardiologist to the degree of the New York Heart Association classification of at least Class III or equivalent classification of cardiac impairment.

**Chronic Liver Disease**

End stage liver failure, together with two of the following conditions:

- permanent jaundice,
- ascites, or
- hepatic encephalopathy.

Such disease directly related to alcohol or drug abuse is excluded.

**Chronic Respiratory Disease**

End stage lung disease with a consistent pulmonary function test result of FEV1 less than 40% predicted and requiring permanent oxygen therapy.

**Coma**

A state of unconsciousness with no reaction to external stimuli or internal needs, resulting in a documented Glasgow Coma Scale of 6 or less with the use of a life support system, for a continuous period of at least 96 hours.

Excluded from this definition is medically induced coma or resulting from alcohol or drug use.

**Coronary Artery By-Pass Surgery**

Coronary artery bypass graft surgery performed in an open heart operation or by key-hole surgical technique for coronary artery disease causing inadequate myocardial blood supply but does not include laser therapy, angioplasty or any other intra-arterial procedure.

**Dementia**

The diagnosis of Dementia as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment. Significant cognitive impairment means deterioration in the Covered Person's mini-mental state examination or equivalent thereof, scores to 20 or less.

Dementia as a result of alcohol or drug use is excluded.

**Heart Attack (with evidence of severe heart muscle damage)**

The death of a portion of the heart muscle as a result of inadequate blood supply. The diagnosis must be confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarker blood test with at least one level above the 99th percentile of the upper reference limit plus any one of the following:

- acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain);
- new serial ECG changes with the development of any of the following:
  - ST elevation or depression,
  - T wave inversion,
  - pathological Q waves or
  - left bundle branch block (LBBB); or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above is inconclusive then if three months after the heart attack is diagnosed the Covered Person's left ventricular ejection fraction is less than 50%, then the definition will be met.

The following are not covered:

- a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease,
- other acute coronary syndromes including but not limited to angina pectoris, and
- viral myocarditis.

**Heart Valve Surgery**

The actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities. Valvotomy is specifically excluded.

**Kidney Failure**

End stage renal failure presenting as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is instituted.

**Loss of Hearing**

Complete and permanent loss of hearing in both ears which cannot be corrected or improved with treatment or assistive devices, as a result of injury or sickness the loss is at least 90 dB in both ears, averaged over frequencies of 500Hz, 1000Hz and 2000Hz, as certified by an appropriate medical specialist.

**Loss of Independence**

1. A condition as a result of injury or sickness, where the Covered Person is totally and irreversibly unable to perform at least two of the five Activities of Daily Living without the assistance of another person.

or

2. Cognitive impairment, meaning a deterioration or loss in the Covered Person's intellectual capacity which requires another person's assistance or verbal cueing to perform any of the Activities of Daily Living.

or

3. Loss of Limb/s and Sight of One Eye.

The Covered Person would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six month period, the Covered Person must, in our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

The loss of independence should be confirmed by a consultant physician.

**Loss of Limbs**

The total and permanent loss of the use of two limbs as a result of injury or disease.

**Loss of Limb/s and Sight of One Eye**

The total and irrecoverable loss by the Covered Person of the:

- use of both hands, or
- use of both feet, or
- use of one hand and one foot, or
- use of one hand and the sight of one eye, or
- use of one foot and the sight of one eye.

**Loss of Speech**

The total and permanent loss of the ability to produce intelligible speech, as a result of permanent damage to the larynx or its nerve supply or to the speech centres of the brain, whether caused by injury, tumour or sickness. The loss must be certified as being total and permanent by an appropriate medical specialist.

**Major Head Trauma**

As a result of an Accident, a traumatic brain injury resulting in permanent neurological deficit, causing either;

- at least 25% impairment of whole person function (lasting more than six weeks from the date of the trauma) as defined in the Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association. Diagnosis must be certified by a consultant neurologist, or
- totally and irreversibly unable to perform at least two of the five Activities of Daily Living.

An Accident means a physical injury which occurs while the policy is in force that is caused solely and directly by violent, visible, external and unexpected means that is not traceable, even indirectly, to any pre-existing mental or physical condition.

**Major Organ Transplant**

The human to human organ transplant from a donor to that person of one or more of the following organs:

- kidney,
- heart,
- lung,

- liver,
- pancreas,
- small bowel or
- the transplantation of bone marrow.

This treatment must be considered medically necessary and the condition affecting the organ deemed untreatable by any other means other than organ transplant, as confirmed by a medical specialist.

The transplantation of any other organ, only part of an organ, or any other tissue transplants is excluded from this definition.

### **Motor Neurone Disease**

The unequivocal diagnosis of progressive form of Motor Neurone Disease, certified by a consultant neurologist.

### **Multiple Sclerosis**

The unequivocal diagnosis of a disease characterised by demyelination of nervous tissue. The diagnosis has to be made by a consultant neurologist confirming permanent impairment of at least 25% of function although the person suffering the disease need not necessarily be confined to a wheelchair.

The diagnosis will be based on confirmatory neurological investigations, e.g. lumbar puncture, evoked visual responses, evoked auditory responses and MRI (Magnetic Resonance Imaging) evidence of lesions of the central-nervous system.

### **Muscular Dystrophy**

The unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist resulting in at least 25% impairment of whole person function, as defined in the Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association.

### **Occupationally Acquired Hepatitis B or Hepatitis C Infection**

The Covered Person is infected with Hepatitis B or Hepatitis C as a result of an Occupational Accident.

An Occupational Accident means an accident that happens whilst the Covered Person is performing the usual duties of their normal occupation and involves contact with a bodily substance which puts the Covered Person at risk of transmission of the infections.

This benefit will only be paid if all the following conditions for payment are satisfied. We require that:

- the Covered Person reports the accident to us within 48 hours after it happens,
- the Covered Person is tested for infections within 48 hours after the accident and the results are negative,
- the Covered Person has a positive anti-HCV screening tests (enzyme immunoassay) 10 weeks after infection,
- a Medical Practitioner diagnoses the Covered Person to be:
  - positive to Hepatitis C within 180 days after the accident; or
  - positive to Hepatitis B within 180 days after the accident and still be positive within 180 days after the first diagnosis;
- the Covered Person complies with all infection control precautions that apply,
- the Covered Person is vaccinated or immunised for the infections as required by us, and
- all tests be carried out according to the procedures we specify.

### **Other Serious Coronary Artery Disease**

The narrowing of the lumen of at least three coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

### **Parkinson's Disease**

The unequivocal diagnosis by a consultant neurologist of idiopathic Parkinson's Disease (paralysis agitans) which is of a permanent nature.

All other types of Parkinsonism are excluded.

### **Pneumonectomy (Removal of the lung)**

Undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

### **Primary Pulmonary Hypertension**

Primary pulmonary hypertension with right ventricular enlargement established by investigations including cardiac catheterisation,

resulting in a significant permanent physical impairment to the degree of at least Class III of the New York Heart Association classification of Cardiac Impairment.

### **Severe Burns**

Tissue injury caused by thermal, electrical or chemical agents causing full thickness to any of the following:

- 20% or more of the Body Surface as measured by the 'Rule of 9' or the Lund and Browder Body Surface Chart,
- whole of both hands, requiring surgical debridement and/or grafting, or
- whole of the head requiring surgical debridement and/or grafting.

### **Stroke (in the brain resulting in specified permanent impairment)**

Death of brain tissue caused by one of the following:

- ischaemic infarction of brain tissue, or
- intracranial haemorrhage (cerebral, intraventricular or subarachnoid).

The diagnosis must be supported by both of the following:

- evidence of permanent neurological deficit with persisting symptoms confirmed by a specialist physician as a definite result of the stroke at least six weeks after the event, and
- findings on MRI, CT or other reliable imaging evidence consistent with the diagnosis of a new stroke.

The following are not covered:

- transient ischaemic attacks,
- cerebral symptoms due to migraine, and
- vascular disease affecting the eye or optic nerve.

Permanent neurological deficit with persisting symptoms means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the Covered Person's life. It includes outcomes such as numbness, hypertonicity, hemiplegia, monoplegia, hemiparesis, monoparesis, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, coma and objectively documented significant loss of cognitive function. It does not mean:

- an abnormality seen on brain or other scans without definite related clinical symptoms,
- neurological signs occurring without symptomatic abnormality, such as brisk reflexes without other symptoms, and
- symptoms of psychological or psychiatric origin.

### **Surgery to the Aorta**

Surgical repair to the aorta to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

### **Terminal Illness**

The diagnosis of the Covered Person with an illness which, in the opinion of an appropriate medical specialist(s) approved by us, will result in the death of the Covered Person within 12 months of the diagnosis regardless of any treatment that may be undertaken.

### **Viral Encephalitis**

Severe inflammation of brain tissue which results in significant and permanent neurological impairment as certified by a consulting neurologist. Significant neurological impairment means at least 25% impairment of whole person function as defined in the Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association.

Diagnosis as certified by a consultant neurologist.

Encephalitis as a result of HIV infection is excluded."

#### **Important contact information**

Should you have any questions or concerns about your policy, please contact MetLife on 1300 555 625 or AON People Protect for Employers/Business Owners on (02) 9253 8357, or for Employees on (02) 9190 2500.

**AON People Protect Group Income Protection Insurance****Supplementary Product Disclosure Statement Number 3: Preparation Date: 1 July 2019**

The AON People Protect Supplementary Product Disclosure Statement Number 3 ('SPDS Number 3') supplements information contained in the AON People Protect Combined Product Disclosure Statement and Group Income Protection Policy Terms ('PDS'), date issued 15 September 2016. This SPDS Number 3 (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 AON People Protect Group Income Protection Insurance. MetLife takes full responsibility for the entirety of this SPDS Number 3. This SPDS Number 3 must be read in conjunction with the PDS, SPDS (prepared on 14 November 2017) and SPDS Number 2 (prepared on 6 September 2018).

This SPDS Number 3 has been issued to inform you of the following important amendment to the PDS as a result of replacing FOS with the Australian Financial Complaints Authority. This SPDS Number 3 will apply to Aon People Protect Group Income Protection Insurance policies issued on or after the date of this SPDS Number 3.

**Replace section headed "Complaints resolution" on page 10 of the PDS 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 1300 555 625, email [auseservices@metlife.com](mailto:auseservices@metlife.com) or write to:

**Head of Customer Relations**  
**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.

**Australian Financial Complaints Authority (AFCA)**  
**GPO Box 3, Melbourne VIC 3001**  
**Phone: 1800 931 678**  
**Email: [info@afca.org.au](mailto:info@afca.org.au)**  
**Online: [www.afca.org.au](http://www.afca.org.au)**

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

**Important contact information**

Should you have any questions or concerns about your policy, please contact MetLife on 1300 555 625 or AON People Protect for Employers/Business Owners on (02) 9253 8357, or for Employees on (02) 9190 2500.

**[metlife.com.au](http://metlife.com.au)**

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**AON People Protect Group Income Protection Insurance****Supplementary Product Disclosure Statement Number 2: Preparation Date: 6 September 2018**

The AON People Protect Supplementary Product Disclosure Statement Number 2 ('SPDS Number 2') supplements information contained in the AON People Protect Combined Product Disclosure Statement and Group Income Protection Policy Terms ('PDS'), date issued 15 September 2016.

This SPDS Number 2 (prepared on 6 September 2018) 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 AON People Protect Group Income Protection Insurance. MetLife takes full responsibility for the entirety of this SPDS Number 2. This SPDS Number 2 must be read in conjunction with the PDS and the SPDS (prepared on 14 November 2017).

This SPDS Number 2 has been issued to inform you of the following important amendment to the PDS as a result of the change to the Section 24.8 which alters the commission that is payable to financial advisers and dealer groups. This SPDS Number 2 will apply to Aon People Protect Group Income Protection Insurance policies issued on or after the date of this SPDS Number 2.

Replace **Section 24 Premiums**, Section 24.8 with the following:

"**24.8** We may pay commission, administration fees and other benefits to financial advisers and dealer groups where permitted to by the law. The commission rate may be up to 30% of the annual premium plus goods and services tax and will be added on to the premiums due to us under the Policy and we will then pay the commission to the Policy Owner's financial adviser. The amount of the commission rate payable is negotiated between the Policy Owner and their financial adviser – however, we will pass on the entire amount of this commission fee to the Policy Owner's financial adviser. It is the responsibility of the Policy Owner's financial adviser to advise the Policy Owner if there is any commission being applied under a Policy."

**Important contact information**

Should you have any questions or concerns about your policy, please contact MetLife on 1300 555 625 or AON People Protect for Employers/Business Owners on (02) 9253 8357, or for Employees on (02) 9190 2500.

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**AON People Protect Group Income Protection Insurance****Supplementary Product Disclosure Statement: Preparation Date: 14 November 2017**

The AON People Protect Supplementary Product Disclosure Statement ('SPDS') supplements information contained in the AON People Protect Combined Product Disclosure Statement and Group Income Protection Policy Terms ('PDS'), date issued 15 September 2016.

This SPDS (prepared on 14 November 2017) 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 AON People Protect Group Income Protection 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 the change to some of the Critical Illness Definitions. This SPDS will apply to Aon People Protect Group Income Protection Insurance policies issued on or after the date of this SPDS.

The definitions of Cancer, Heart Attack (Myocardial Infarction) and Stroke in the PDS in section 33. **CRISIS BENEFIT MEDICAL CONDITION DEFINITIONS** have been replaced with the following relevant Crisis Medical Condition Definitions:

**Cancer**

The presence of one or more malignant tumours including Hodgkin's disease, leukaemia and other malignant bone marrow disorders, and is characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue of different histological type. The following classifications are not covered under this definition:

- pre-malignant,
- non-invasive,
- high-grade dysplasia,
- carcinoma in situ,
- having borderline malignancy or low potential, or
- any other skin cancer.

The following diagnoses are covered under this definition:

- Malignant tumours of the prostate with any one of the following characteristics:
  - a Gleason score of at least 7, or
  - having progressed to at least TNM classification T2, or
  - having progressed to at least TNM classification T1 and where prostatectomy is considered medically necessary to arrest malignancy;
- Carcinoma in situ of the breast where a mastectomy (removal of the entire breast with or without nipple and skin sparing surgery) is required and considered medically necessary; and
- Malignant Melanoma having any one of the following characteristics:
  - Breslow thickness of at least 1.5mm, or
  - evidence of ulceration.

**Heart Attack (Myocardial Infarction)**

The death of a portion of the heart muscle as a result of inadequate blood supply.

The diagnosis must be confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarker blood test with at least one level above the 99th percentile of the upper reference limit plus any one of the following:

- acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain);
- new serial ECG changes with the development of any of the following:
  - ST elevation or depression,

- T wave inversion,
- pathological Q waves, or
- left bundle branch block (LBBB); or
- imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above is inconclusive then if three months after the heart attack is diagnosed the Covered Person's left ventricular ejection fraction is less than 50%, then the definition will be met.

The following are not covered:

- a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease, and
- other acute coronary syndromes including but not limited to angina pectoris.

### Stroke

Death of brain tissue caused by one of the following:

- ischaemic infarction of brain tissue, or
- intracranial haemorrhage (cerebral, intraventricular or subarachnoid).

The diagnosis must be supported by both of the following:

- evidence of *permanent neurological deficit with persisting symptoms* confirmed by a specialist physician as a definite result of the stroke at least six weeks after the event, and
- findings on MRI, CT or other reliable imaging evidence consistent with the diagnosis of a new stroke.

The following are not covered:

- transient ischaemic attacks,
- cerebral symptoms due to migraine, and
- vascular disease affecting the eye or optic nerve.

*Permanent neurological deficit with persisting symptoms* means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the Covered Person's life. It includes outcomes such as numbness, hypertonicity, hemiplegia, monoplegia, hemiparesis, monoparesis, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, coma and objectively documented significant loss of cognitive function.

It does not mean:

- an abnormality seen on brain or other scans without definite related clinical symptoms,
- neurological signs occurring without symptomatic abnormality, such as brisk reflexes without other symptoms, and
- symptoms of psychological or psychiatric origin.

### Important contact information

Should you have any questions or concerns about your policy, please contact MetLife on 1300 555 625 or AON People Protect for Employers/Business Owners on (02) 9253 8357, or for Employees on (02) 9190 2500.

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ABN 75 004 274 882 AFSL NO. 238 096

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# Aon People Protect

A Group Income Protection insurance policy tailored to meet the needs of small business clients who employ between 12 and 200 people

**COMBINED PRODUCT DISCLOSURE STATEMENT AND  
GROUP INCOME PROTECTION POLICY TERMS**

**15 SEPTEMBER 2016**



AON HAS EXCLUSIVELY PARTNERED WITH METLIFE AND AGI TO PRODUCE AON PEOPLE PROTECT A GROUP INCOME PROTECTION INSURANCE POLICY TAILORED TO MEET THE NEEDS OF SMALL BUSINESS CLIENTS WHO EMPLOY BETWEEN 12 AND 200 PEOPLE.

## ABOUT AON

Aon plc is the leading global provider of risk management, insurance and reinsurance brokerage, and human resources solutions and outsourcing services. Through its more than 66,000 colleagues worldwide, Aon unites to empower results for clients in over 120 countries via innovative and effective risk and people solutions and through industry-leading global resources and technical expertise.

Aon advises companies on their two biggest growth opportunities: managing risk and people. As the leading global adviser in risk and people Aon sees the most data on both topics, and Aon's industry-leading analytical tools allow Aon to provide clients strategy-defining insights that empower better business results. Better risk management frees up capital for investment in growth; better people management leads to a more productive workforce.

Aon's services cover people and workforce risk solutions, wellness, benefits and compensation, retirement, talent development, selection and development assessment, employee engagement analytics and consulting and a suite of benefit and HR outsourcing solutions. Aon's consulting services help leading organisations around the world solve their most important people and HR issues.

## 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.

## ABOUT AGI

Australian Group Insurances (AGI) is a third party administrator specialising in group insurance products and services.

AGI's team of dedicated group insurance professionals engages with clients to ensure understanding of their needs to provide a seamless and efficient service. AGI prides itself on its ability to provide peace of mind to clients that their plan details are accurate.

AGI's strength stems from the triple alliance of People, Technology and an environment that fosters innovation. This means engaging people who are empowered and proactive and developing the right technologies for success.

To this end, AGI's administration systems are driven through the unique **Group Insurance Management Application (GIMA)** – This platform was developed exclusively by AGI to streamline workflow processes and manage group insurance plans effectively. This platform has the flexibility required to adapt to client's needs.

Issued by: MetLife Insurance Limited  
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ABN 75 004 274 882  
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**Aon People Protect Group Income Protection Insurance is promoted by:**

Aon Risk Services Australia Limited (ABN 17 000 434 720)

**Aon People Protect Group Income Protection Insurance is issued by:**

MetLife Insurance Limited (MetLife) (ABN 75 004 274 882, AFSL No. 238096) of Level 9, 2 Park Street, Sydney NSW 2000

**Aon People Protect Group Income Protection Insurance is administered by:**

Australian Group Insurances (AGI) (ABN 97 140 572 434)

# Frequently Asked Questions\*

It's important to us that every customer fully understands their policy. The following are answers to questions you might have and information you should know before taking out Aon People Protect Group Income Protection Insurance.

If there is anything you're unsure of please contact us using the details on page 6.

<b>How can Aon People Protect Group Income Protection Insurance help my business?</b>
It pays a Monthly Benefit to the business in the event that one of the owners or a staff member is unable to work due to Illness or Injury, allowing the business to continue to meet business expenses, fund temporary staff, pay an income to the ill or injured employee or fund recruitment and retraining.
<b>Can all employees be covered under Aon People Protect Group Income Protection Insurance?</b>
Most employees can be covered. The following eligibility criteria need to be met: <ul style="list-style-type: none"><li>• they need to be an Australian Resident or holder of a temporary work visa subclass 457 issued by the Australian Department of Immigration and Citizenship;</li><li>• employed by you as a Permanent Employee or on a Casual Basis for at least 12 consecutive months and working on average at least 15 hours per week;</li><li>• they must be under the Maximum Insurable Age and under the Maximum entry age; and</li><li>• meet any other terms the employer chooses to apply to the cover.</li></ul>
<b>What percentage of Income can I arrange cover for?</b>
The employer chooses the percentage of Income that will apply to all employees, with an option to insure 60% or 75% of a Covered Person's Income. The employer can also elect to insure superannuation contributions of up to 10% of a Covered Person's Income.
<b>What Waiting Periods apply?</b>
The employer can choose from one of three options: 30, 60 or 90 days.
<b>What Benefit Periods are available?</b>
The employer can choose a benefit period of 2 years, 5 years, 10 years, to age 65 or to age 65 with a 2 year extension.
<b>Is my policy guaranteed to renew year after year?</b>
Provided the employer pays premiums when due, the policy is guaranteed renewable.
<b>What happens if a person covered under the Policy dies?</b>
Your Aon People Protect Group Income Protection Insurance provides a lump sum benefit of \$15,000 in the event a Covered Person dies.
<b>What's not covered by my Policy?</b>
No Benefit is payable if the Covered Person's Illness or Injury is directly or indirectly caused by: <ul style="list-style-type: none"><li>• intentional self-inflicted Injury or any attempt to commit suicide; or</li><li>• normal and uncomplicated pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, including but not limited to morning sickness, back ache, varicose veins, ankle swelling and bladder problems.</li><li>• an act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.</li></ul> In addition, Benefit payment exclusions and limitations may apply on a case-by-case basis at the time we arrange your Policy as outlined in the Policy Schedule.

\* Information about your coverage in this section is a summary only. You should read the Combined PDS, Policy Terms and Conditions for full details of Terms and Conditions.



# Introduction

## Policy Disclosure Statement (PDS)

The PDS is issued and designed by MetLife to provide general information only about the benefits and other features of MetLife's group insurance products. It has been designed without considering your objectives, financial situation or needs and is not intended to be personal financial advice. 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.

## Policy Terms and Conditions

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

- we accept your application for Aon People Protect Group Income Protection Insurance and issue a Policy Schedule to you (the Policy Schedule confirms your cover and contains the specific benefits that apply to your plan);
- we issue an 'On-risk' letter in accordance with the requirements imposed by the Corporations Act 2001 (Cth) and
- you have paid the premium we advise you is due and payable for the cover.

The Policy Terms and Conditions and associated Policy Schedule for each Policy contain the full terms and conditions governing the Policy including benefits, definitions and exclusions. You should carefully read the PDS and the Policy Terms and Conditions in this booklet before making any decision about whether to purchase Aon People Protect Group Income Protection Insurance.

Issuer: MetLife Insurance Limited (MetLife) (ABN 75 004 274 882, AFSL No. 238096)

Products are offered by MetLife, which is an affiliate of MetLife, Inc. and operates under the "MetLife" brand. None of the obligations of MetLife are guaranteed by MetLife, Inc. (incorporated in the USA) or any other member of the MetLife group.

## How to read this booklet

In the PDS and the Policy Terms and Conditions, references to:

- 'we', 'our', 'us' and 'MetLife' are references to MetLife Insurance Limited.
- 'you', 'your' and 'Policy Owner' are the applicant for Aon People Protect Group Income Protection Insurance and, if a policy is issued, the Policy Owner.
- 'member' or 'employee' are references to the proposed Covered Persons, and, if a policy is issued, the Covered Person.

Words that are in capital letters at the beginning are defined in the 'Definitions' section.

Where words or expressions used in the PDS and the Policy Terms and Conditions have a special meaning, we have used the same terms in both sections. These words are in bold and with capital letters at the beginning are defined in the 'Definitions' section on page 11.

## If you have any questions

YOU CAN CONTACT US ON:

**Email us:**  
Employers / Business Owners:  
au.peopleprotect@aon.com

**Employees:**  
app@agigroup.com.au

**Visit us:**  
aonpeopleprotect.com.au

**Write to us:**  
Aon People Protect  
GPO Box 4189  
Sydney NSW 2001

**Call us:**  
Employers / Business Owners:  
(02) 9253 8357

Employees:  
(02) 9190 2500

Monday to Friday (except public holidays)  
8:00 am to 5:00 pm (AEST)

# Product Disclosure Statement

This PDS contains important information about:

- significant features and benefits of Aon People Protect Group Income Protection Insurance
- your Duty of Disclosure when applying for Aon People Protect Group Income Protection Insurance
- our internal and external dispute resolution procedures; and
- your cooling off rights when purchasing Aon People Protect Group Income Protection Insurance

Please note that, while this PDS provides a summary of the significant features and benefits of Aon People Protect Group Income Protection Insurance, you must also read the Policy Terms and Conditions in this booklet to understand the insurance provided (including what terms, exclusions and limitations may apply to your cover).

Sometimes we need to change the wording of the policy before it is issued to you because your insurance varies depending on a number of factors. We do this by adding what is called an endorsement. You will find any endorsements that apply to your policy printed on your Policy Schedule.

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](http://www.metlife.com.au)

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

You can also obtain a paper copy of the updated information by calling us on 1300 555 625.

## PROTECTION FOR YOUR BUSINESS

Subject to the terms, conditions, exclusions and limitations that apply to your cover (as set out in this document), Aon People Protect Group Income Protection Insurance provides:

- a monthly benefit, paid to the business, in the event the Covered Person (who can be the business owner or an Employee) is unable to work due to Illness or Injury to help keep the business viable.
- Coverage for businesses as small as 12, and as large as 200 employees.
- a Funeral Benefit of \$15,000 in the event the Covered Person dies.
- a Recurrent Disability Benefit which allows the Waiting Period to be waived if the Covered Person becomes disabled again within a certain period of time after we have paid a Disability Benefit due to the same Illness or Injury for which the benefit was paid.
- a Retraining Expense Benefit which provides the Covered Person access to an approved retraining program to assist their recovery, and eventual return to work.
- 24 hours a day, worldwide cover.
- coverage without employees having to provide evidence of health, through Automatic Acceptance Limits (AAL) where eligible.
- an automatic ability for the Covered Person to continue the cover under an individual policy issued to them for the same level of cover, without having to provide health information.

There are also various Optional features that can be purchased for an additional cost. Full details are specified in the Policy Terms and Conditions (pages 11 to 37).

## PRODUCT BENEFITS AND FEATURES

Here's a snapshot of the benefits and features offered by Aon People Protect Group Income Protection Insurance:

Benefit/Feature	Brief description	Options available
<b>Waiting Period</b>	The number of continuous days that a Covered Person must be Disabled or Partially Disabled before a Benefit starts under a Policy.	30,60 or 90 days
<b>Benefit Period</b>	The maximum period of time the Benefits will be payable under a Policy for any one Illness or Injury.	2, 5, 10 years, to age 65 or to age 65 with 2 year extension
<b>Superannuation Contribution Benefit</b>	Continuation of superannuation contributions whilst a Covered Person is on claim.  Offsets and reductions apply to this benefit as set out in page 24.	Up to 10% of Income
<b>Disability definition</b>	The definition used to determine whether the claimant is disabled and eligible to receive a benefit.	2 options available: <ul style="list-style-type: none"><li>• The "own to any" definition of Disability is the standard definition.</li><li>• The "own occupation" definition of Disability is an alternative definition available for selection.</li></ul>
<b>Crisis Benefit available</b>	If a Covered Person suffers one of the 39 listed Crisis Benefit Medical Conditions, we will pay three times their Disability Monthly Benefit.	The Crisis Benefit is an optional feature available for an additional cost.
<b>Insured Percentage</b>	The percentage of a Covered Person's Income that is used to calculate the benefit amount.	2 options available: <ul style="list-style-type: none"><li>• 75% - default option</li><li>• 60%</li></ul>

Here's a summary of the key limits that apply to Aon People Protect Group Income Protection Insurance:

<b>Minimum number of employees</b>	12
<b>Maximum number of employees</b>	200
<b>Who can apply?</b>	Australian Residents or a holder of a temporary work visa subclass 457 aged up to 64
<b>Maximum entry age (for new members over 65 years, underwriting will be required for any cover)</b>	Existing plan (to age 65): 64 years Existing plan (to age 70): 69 years New plan: 69 years
<b>Maximum Monthly Benefit</b>	\$30,000 per month
<b>Premium frequency</b>	Monthly
<b>Minimum premium (inclusive of any adviser remuneration, but excluding any Government charges)</b>	\$1,000 per month
<b>Exclusions</b>	Exclusions apply. For this reason we strongly advise familiarising yourself with the list of what's not covered on page 25. Remember, if you're unsure of anything, you can always contact us using contact details in this document.

## UNDERSTANDING THE LIMITS OF THE INSURANCE

Aon People Protect Group Income Protection Insurance does not cover every circumstance or expense that a business may incur when an employee, or business owner, is sick or injured. We have certain terms, conditions, exclusions and limitations that help us keep the premiums competitive. These include, but are not limited to, pregnancy, elective fertility treatments (such as IVF), self-inflicted Injury or any attempt to commit suicide during the period of cover. Maximum monetary limits also apply to the benefits payable in any one month. This is called the Maximum Monthly Benefit.

Full details are specified in the Policy Terms and Conditions (pages 11 to 37).

## YOUR DUTY OF DISCLOSURE

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

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

You do not need to tell us anything that:

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

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

## If you do not tell us something

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

If you do not tell us anything you are required to, and we would not have insured you had you 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.

## Calculating your premium

Your premium is calculated when your Aon People Protect Group Income Protection Policy starts, and at each month thereafter.

We calculate the premium using the Rate of Premium set out in the Quotation Summary. We will calculate the premiums which apply to your Policy based on the member information we are initially provided. Thereafter, we will calculate the monthly premium based on member information you must provide each month.

The premium will be at least the minimum monthly premium, which will be set out in the Quotation Summary and detailed in the Policy Terms and Conditions (pages 11 to 37).

The premium is calculated based on a number of factors. Some are pre-determined by us and others can affect the premium depending on whether we consider that it changes the risk to us, such as the Benefit Period, Waiting Period and Disability definition you have chosen, where your employees reside, what occupations they are involved in, their ages and genders. The amount of premium payable includes allowances for government fees, taxes and charges (including stamp duty and GST). You can ask us for further information.

Premiums may be rounded up or down.



## Tax and stamp duty

Goods and Services Tax (GST) currently does not apply to life insurance premiums. State Governments impose stamp duties on some policies and where these apply these rates will be in addition to the premiums stated in the Policy Schedule.

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 the 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 individual circumstances.

## 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:

- 5 days after we receive your electronic acceptance or written advice confirming that you have accepted our quote;
- the date you receive our letter confirming the issue of the Policy;

whichever is earlier.

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.

## 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 1300 555 625, email [auservices@metlife.com](mailto:auservices@metlife.com) or write to:

**Head of Customer Relations**  
**MetLife Insurance Limited**  
**Reply Paid 3319, Sydney NSW 2001**

You may contact the Financial Ombudsman Service (FOS) Australia 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 calling 1800 367 287, email [info@fos.org.au](mailto:info@fos.org.au) or write to:

**Financial Ombudsman Service Limited**  
**GPO Box 3, Melbourne VIC 3001**

## PRIVACY

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 about you, 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](http://www.metlife.com.au/privacy) or contact us on 1300 555 625.

## Policy Terms and Conditions

In consideration of receiving from the Policy Owner premiums as and when they fall due, we shall, subject to the terms and conditions in this Policy, pay to the Policy Owner upon a Covered Person suffering an Illness or Injury resulting in Disability, the individual amounts of insurance set out in this Policy.

## DEFINITIONS

For the purpose of this Policy, words that are capitalised have the following important definitions explained below:

**Active Employment** means a person who is Employed by the Employer and in our 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).

**Anniversary Date** means the “Anniversary Date” stated in the Policy Schedule.

**At Work** means 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** means:

- (a) a person who 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
- (b) is a citizen of New Zealand and the holder of a Special Category Visa while residing in Australia indefinitely.

**Automatic Acceptance Limit/AAL** means the amount determined by us and notified to the Policy Owner from time to time, as stated in the Policy Schedule for which we may accept a person for cover without application.

**Benefit** means one or more of the following benefits as the context of this Policy requires; a Disability Benefit, Partial Disability Benefit, Superannuation Contribution Benefit, Retraining Expense Benefit, Recurrent Disability Benefit, Interim Accident Benefit, Crisis Benefit, or Funeral Benefit.

**Benefit Review Date** means the anniversary of the end of the Waiting Period in relation to a Covered Person.

**Casual Basis** means employed by the Employer other than in Permanent Employment or on a Long Term Casual Basis.

**Commencement Date** means the “Commencement Date” stated in the Policy Schedule.

**Consumer Price Index** or **CPI** means the consumer price index (weighted average of 8 capital cities combined) as published by the Australian Bureau of Statistics or its successor. If the Index is not published the increase shall be calculated by reference to such other retail price index which in our opinion most closely replaces it.

**Covered Person** means a person who meets the Eligibility Conditions and is accepted by us for insurance cover in accordance with the provisions of this Policy.

**Crisis Benefit** means a benefit payable under clause 31.

**Crisis Benefit Medical Condition** means a condition listed in clause 31.4.

**Disabled** or **Disability** means that a Covered Person meets either the definition in **Option 1** – Own/Any Occupation or **Option 2** – Own Occupation, as indicated by the Policy Schedule.

**Disability Benefit** means a benefit payable under clause 5.

**Disability Income** means any income earned by a Covered Person from personal exertion while Disabled or Partially Disabled.

**Disability Monthly Benefit** means the lowest of:

- (a) the Insured Percentage multiplied by Monthly Pre-Disability Income;
- (b) the monthly value of the amount of cover that applies to the Covered Person; and
- (c) the Maximum Monthly Benefit.



**Due Date** means the “Due Date” stated in the Policy Schedule.

**Eligibility Conditions** means “Eligibility Conditions” stated in the Policy Schedule that detail how a person can become eligible for cover.

**Employed or Employment** means a person:

- who is Self-employed;
- a working director;
- engaged in Permanent Employment; or
- engaged on a Long Term Casual Basis.

**Employer** means the “Employer” named in the Policy Schedule and any associated entity agreed by us.

**Funeral Benefit** means a benefit payable under clause 10.

**Government Charges** means any fee, charge, levy or tax payable to a government body or other public authority in relation to this Policy and excludes stamp duty, other duties, fees, taxes and other charges.

**Illness** means sickness, disease or disorder.

**Incident Date** means the date a Medical Practitioner examines and certifies a Covered Person is Disabled.

**Income** means unless otherwise stated in the Policy Schedule, for a person who is:

- Employed in Permanent Employment, the total regular income received from an employer for personal exertion for their Occupation (including salary sacrifice amounts but excluding overtime payments, profit distributions, directors fees and any other non – regular payments); where this income includes commission and bonuses these components will be averaged over a three year period.
- Employed but absent from employment due to being on Leave of Absence for up to 24 months, the total regular income received immediately before Leave of Absence commences, from an employer for personal exertion for their Occupation (including salary sacrifice amounts but excluding overtime, profit distributions, directors fees and any other non – regular payments); where this income includes commission and bonuses these components will be averaged over a three year period.
- Employed on a Long Term Casual Basis or Employed but absent from employment due to being on Leave of Absence for 24 months or longer, the average of their regular income as defined in (b) above over the previous 12 months or the actual period if less, subject to a minimum average period of 3 months.
- Self-employed, or a working 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 to disability from the Covered Person's personal exertion after the deduction of all attributable business expenses incurred in earning the income excluding investment income, profit distributions or similar payments that may continue in the event of Disability, unless stated in the Policy Schedule.

**Income Producing Duty** means a duty of the Covered Person's Occupation that generates at least 20% of the Covered Person's Monthly Pre-Disability Income.

**Injury** means bodily injury which is caused solely and directly by external, violent and accidental means and is independent of any other cause.

**Insured Percentage** means the “Insured Percentage” stated in the Policy Schedule.

**Interim Accident** means Disability as a result of bodily Injury where Disability occurs whilst a person is covered for the Interim Accident Cover.

**Interim Accident Benefit** means a benefit payable under clause 12.2 in respect of Interim Accident Cover.

**Interim Accident Cover** means the cover provided under clause 12 whilst a person is being assessed by us for additional cover that is not accepted under automatic acceptance terms.

**Leave of Absence** means any period of absence by the Covered Person, unpaid that has been approved by the Employer in writing prior to such absence.

**Long Term Casual Basis** means that a person has been Employed by the Employer on a Casual Basis for at least 12 consecutive months and works on average at least 15 hours per week.

**Maximum Benefit Period** means the “Maximum Benefit Period” stated in the Policy Schedule which is the maximum period the Benefits will be payable under this Policy for any one Illness or Injury and will include periods of Disability and Partial Disability where applicable.

**Maximum Entry Age** means the maximum age a person can be to be eligible for cover, as stated in the Policy Schedule.

**Maximum Insurable Age** means the “Maximum Insurable Age” stated in the Policy Schedule.

**Maximum Monthly Benefit** is the amount stated in the Policy Schedule which is the maximum amount payable each month inclusive of any Superannuation Contribution Benefit. This Maximum Monthly Benefit is inclusive of any indexation.

**Medical Practitioner** means:

- a person who is registered and practising as a medical practitioner in Australia; or
- a person who, in our opinion and absolute discretion is:
  - appropriately qualified and practising medicine in their country; and
  - registered with the body responsible for the registration of medical practitioners in the person's jurisdiction where they are practising.

A Medical Practitioner cannot be:

- the Covered Person;
- the Covered Person's parent, child or sibling;
- the Covered Person's spouse or partner, as determined by us in our absolute discretion; or
- the Covered Person's business partner, associate or employee.

**Monthly Income** is the Income earned by the Covered Person in one calendar month. For a Covered Person, where income is defined as (d) under Income, Monthly Income is based on the average Income earned over the last 12 months.

**Monthly Pre-Disability Income** is the Covered Person's Monthly Income immediately before becoming Disabled or Partially Disabled.

**New Events Cover** means the person is only covered for an Illness that first becomes apparent, or an Injury that first occurs, on or after the date cover commenced.

**Occupation** means the employment or activity in which the Covered Person is principally Employed by the Employer.

**Option 1 – Own/Any Occupation** means solely as a result of Illness or Injury occurring whilst this Policy is in-force a Covered Person:

- ceases gainful employment;
- is unable to perform:
  - in respect to the first 2 years of disability, a least one Income Producing Duty of his or her Occupation; and
  - thereafter, duties of their Occupation or any other occupation for which he or she is reasonably suited by education, training or experience;  
and, for both paragraphs (i) and (ii) above, after considering any Return to Work Program that is being undertaken or could be undertaken.
- is not working in any occupation, whether or not for reward;
- is under the regular care and following advice of a Medical Practitioner; and
- is undergoing any Return to Work Program suggested by us.

**Option 2 –Own Occupation** means solely as a result of Illness or Injury occurring whilst this Policy is in-force a Covered Person:

- ceases gainful employment;
- is unable to perform at least one Income Producing Duty of his or her Occupation after considering any Return to Work Program that is being undertaken or could be undertaken;

- (c) is not working in any occupation, whether or not for reward;
- (d) is under the regular care and following the advice of a Medical Practitioner; and
- (e) is undergoing any Return to Work Program suggested by us.

**Partially Disabled or Partial Disability** means a Covered Person as a result of the Illness or Injury resulting in Disability:

- (a) has been Disabled for at least 7 days out of the first 12 working days of the Waiting Period;
- (b) is unable to work in their Occupation at full capacity;
- (c) is working in their Occupation or any other occupation but only in a limited capacity;
- (d) is earning, or capable of earning, a monthly Disability Income less than their Monthly Income;
- (e) is under the regular care and following the advice of a Medical Practitioner; and
- (f) is undergoing any Return to Work Program suggested by us.

**Partial Disability Benefit** means a benefit payable under clause 6.

**Partial Disability Monthly Benefit** means a Benefit payable in accordance with the following formula:

$$\frac{\text{Monthly Pre-Disability Income} - \text{Disability Income}}{\text{Monthly Pre-Disability Income}} \times \text{Disability Monthly Benefit}$$

**Permanent Employment** means a person is:

- (a) Employed by the Employer under a single and ongoing contract that:
  - (i) is of indefinite duration or is for a fixed term of no less than 12 months;
  - (ii) requires the person to perform identifiable duties;
  - (iii) requires the person to work a regular number of hours each week;
  - (iv) provides for paid annual leave, sick leave and long service leave; and
- (b) not employed on a Casual Basis.

**Plan** means the “Plan” stated in the Policy Schedule.

**Policy** means this group income protection insurance policy, including any Policy Schedule, as amended by us from time to time in writing.

**Policy Owner** means the “Policy Owner” named in the Policy Schedule.

**Policy Schedule** means any document issued to the Policy Owner which forms part of the terms and conditions of this Policy.

**Premium Guarantee Period** means the “Premium Guarantee Period” stated in the Policy Schedule.

**Previous Policy** means a group insurance policy providing group insurance cover that was in-force the day immediately preceding the Commencement Date and that this Policy is replacing and which is identified in the Policy Schedule.

**Rate of Premium** means “Rate of Premium” stated in the Policy Schedule.

**Recurrent Disability Benefit** means a benefit payable under clause 8.

**Regulated Superannuation Fund** has the meaning given to a Regulated Superannuation Fund under the *Superannuation Industry (Supervision) Act 1993* (Cth) as amended or replaced.

**Retraining Expenses** means the cost of a retraining program (other than a retraining program providing ‘hospital treatment’ or ‘general treatment’ within the meaning of the *Private Health Insurance Act 2007* (Cth) or any other program which might cause this Policy to cease to be exempt from any legislation in connection with health insurance) which we have approved in writing prior to incurring such costs.

**Retraining Expense Benefit** means a benefit payable under clause 9.

**Return to Work Program** means any program or service which we reasonably consider would assist the Covered Person to carry out the duties of their own Occupation or any other occupation which may include (but not be limited to):

- (a) training and education;

- (b) work or other experience;
- (c) employment assistance; or
- (d) medical treatment.

**Self-employed** means a sole trader or a partner in a partnership.

**Special Category Visa** has the meaning ascribed to it by section 32 of the *Migration Act 1958* (Cth).

**Special Conditions** means variations and modifications to the Policy agreed by us and detailed in the Policy Schedule.

**Superannuation Contribution Benefit** means a benefit payable under clause 7.

**Superannuation Contribution Insured Percentage** means the “Superannuation Contribution Insured Percentage” stated in the Policy Schedule.

**Superannuation Contribution Monthly Benefit** means the lesser of:

- (a) the Superannuation Contribution Insured Percentage multiplied by Monthly Income; and
- (b) the actual average monthly compulsory employer superannuation entitlement the Covered Person benefited from in the 12 month period prior to Disability.

**Superannuation Contribution Partial Monthly Benefit** means a Benefit payable in accordance with the following formula:

$$\frac{\text{Monthly Pre-Disability Income} - \text{Disability Income}}{\text{Monthly Pre-Disability Income}} \times \text{Superannuation Contribution Monthly Benefit}$$

**Trust Deed** means any other declaration of trust when the Policy Owner holds any Benefits payable under this Policy as a trustee.

**Waiting Period** means the continuous period of days stated in the Policy Schedule commencing from the date a Medical Practitioner examines and certifies a Covered Person is Disabled and for which a Covered Person has to be Disabled or Partially Disabled before a Benefit starts to accrue under this Policy, subject to the following requirements:

- (a) the Covered Person must be Disabled for at least 7 days out of the first 12 working days of the Waiting Period to qualify for a Benefit;
- (b) if the Covered Person returns to work at full capacity during the Waiting Period, the Waiting Period starts again unless the Covered Person returns to work only once and it is for a period of no more than:
  - (i) where the Waiting Period is less than 60 days – 5 consecutive days. If the Covered Person returns to work only once for a period of 5 consecutive days or less, the number of days worked will be added to the Waiting Period.
  - (ii) where the Waiting Period is 60 days or more – 10 consecutive days. If the Covered Person returns to work only once for a period of 10 consecutive days or less, the number of days worked will be added to the Waiting Period.

**War** includes an act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

**We/our/us** means MetLife Insurance Ltd ABN 75 004 274 882 AFSL No. 238096 of Level 9, 2 Park Street, Sydney New South Wales.

## 1. ELIGIBILITY AS A COVERED PERSON

### 1.1 Eligibility for Cover

To be eligible for cover under this Policy a person must:

- (a) be Employed by the Employer;
- (b) be an Australian Resident or holder of a temporary work visa subclass 457 issued by the Australian Department of Immigration and Border Protection;
- (c) be under the Maximum Insurable Age; and
- (d) satisfy any further criteria they must meet to obtain cover which is specified under Eligibility Conditions.

### 1.2 Automatic Acceptance Limit Criteria

Unless we agree in writing otherwise cover can only come into effect in relation to a person who satisfies the eligibility criteria set out in clause 1.1 for an amount up to the Automatic Acceptance Limit that applies to them when each of the following are satisfied at all times:

- (a) at least 75% of the persons who meet the Eligibility Conditions in the Plan are Covered Persons;
- (b) there are clearly defined categories of membership which ensure that persons cannot directly or indirectly choose their level of cover without our written consent; and
- (c) there is a clearly defined objective formula for determining the amount of cover for all persons.

### 1.3 When will Automatic Acceptance apply to a person's cover?

We will automatically accept any person for cover up to the Automatic Acceptance Limit, who:

- (a) is eligible under clause 1.1 and clause 1.2;
- (b) satisfies the Eligibility Conditions;
- (c) becomes insured within 120 days of first becoming eligible with the Employer under clause 1.1;
- (d) is under the age of 65.

If the person is not in Active Employment on the date cover commences under Automatic Acceptance in accordance with clauses 2.2 and 2.3 then New Events Cover will apply until the Covered Person is in Active Employment for 30 consecutive days.

### 1.4 Level of Cover - Persons who are eligible for cover by way of Automatic Acceptance

Each Covered Person accepted under clause 1.3 shall be entitled to cover in respect of each Benefit provided under this Policy equal to the lesser of:

- (a) the Automatic Acceptance Limit; and
- (a) the Insured Percentage of the Covered Person's Monthly Income.

### 1.5 Underwritten Cover - Persons who are not eligible for cover by way of Automatic Acceptance or are applying for additional cover

We may, at our absolute discretion and on such terms and conditions as we require:

- (a) accept for cover any person who satisfies clause 1.1 but who is not accepted under clause 1.3; or
- (a) provide in respect of a Covered Person cover in excess of the amount they received under clause 1.3; for each Benefit provided under this Policy up to the Maximum Monthly Benefit.

### 1.6 Non-Automatic Acceptance Criteria

In determining whether or not we shall accept any person or Covered Person for cover under clause 1.5, we will consider the person's insurability.

To enable us to consider the person's insurability, a personal statement and declaration of health must be completed by the person and any other information which we reasonably require must be provided.

The Policy Owner acknowledges that we will be relying on the information disclosed to us in accordance with this clause, including any declarations made by the person concerned, in determining whether to accept that person for cover or provide cover for an amount which exceeds the Automatic Acceptance Limit.

We will notify the Policy Owner of our decision in relation to an application under clause 1.5 including any special terms or conditions which will apply.

### 1.7 Opt-Out or Reduction in Cover

A Covered Person may opt-out or reduce any cover provided to them at any time by submitting the request in writing to the Policy Owner. Where the request to opt-out or reduce cover is received by the Policy Owner within 60 days of cover first commencing for that person then any premium payments deducted in respect of this cover will be refunded to the Policy Owner and all cover will be deemed not to have ever commenced under this Policy. As a result, no claims will be considered against the cover that the member has opted-out from.

Where the request to opt-out or reduce cover is received more than 60 days after the cover first commencing for that person the opt-out or reduction will only be effective from the last day that the current premium payment has been made to and there will be no refund of premiums applicable unless otherwise agreed between us and the Policy Owner. No claims will be considered against the cover that the member has opted-out from on or after the date that the premiums for the cover had been paid to.

Any future cover that the member applies for will be considered under clause 1.6 and the person's insurability will be assessed by us.

## 2. COMMENCEMENT OF RISK

### 2.1 Commencement Date

This Policy is guaranteed renewable and is covered under the *Life Insurance Act 1995* (Cth). This Policy commences on the Commencement Date and shall continue until it ceases in accordance with these terms and conditions. No cover is provided under this Policy before the Commencement Date or after the date on which this Policy ceases, subject to clause 18.

Cover in respect of a Covered Person is guaranteed up to the Maximum Insurable Age in respect of each Benefit provided under this Policy subject to the payment of all premiums by their Due Date and the provisions of clause 17.

### 2.2 Commencement of cover for existing eligible persons who were not covered under a Previous Policy

- (a) If this Policy does not replace any Previous Policy and a Covered Person satisfies clause 1.1 on the Commencement Date, their cover under clause 1.3 will commence on the Commencement Date subject to clause 2.2(b).
- (b) If the Covered Person is:
  - (i) not in Active Employment on the Commencement Date; or
  - (ii) in Active Employment on the Commencement Date but did not remain in Active Employment for 30 consecutive business days thereafter;

the cover which commences under clause 2.2(a) will be New Events Cover until they have been in Active Employment for 30 consecutive days.

### 2.3 Commencement of cover - Automatic Acceptance Limit (new eligible persons)

When the amount of a Benefit in respect of a Covered Person who satisfies clause 1.1 after the Commencement Date is equal to or less than the Automatic Acceptance Limit, the cover provided under this Policy in respect of that Covered Person shall commence:



- (a) for cover under clause 1.3, on the date when the Covered Person satisfies the Eligibility Conditions; or
- (b) in any other case, on the date of acceptance of the Covered Person by us for cover under clause 1.5(a).

## 2.4 Commencement of cover - Underwritten Cover and Additional Cover

Cover in respect of a Covered Person that comes into effect under clause 1.5 will commence on the date we accept them for cover.

## 2.5 Interim Accident Cover

When the Policy Owner has requested that we consider providing cover under clause 1.5, the Interim Accident Cover referred to in clause 12 shall commence in respect of that person when we receive a fully completed application from that person.

## 2.6 Continuous Review

Continuous review applies to this Policy and describes the treatment of a Covered Person's cover between Anniversary Dates.

- (a) The amount of cover in respect of a Covered Person will automatically increase or decrease in line with the Covered Person's Monthly Income. Any automatic increase in cover will:
  - (i) only occur if our written acceptance of cover is not otherwise required according to the provisions of the Policy relating to the Automatic Acceptance Limit; and
  - (ii) only apply to the extent that it does not, during each period between Anniversary Dates, result in the amount of cover in respect of the Covered Person increasing in total by the greater of 25% or Monthly Income of \$1,000, which applied on the later of the date cover commenced for the Covered Person and the most recent Anniversary Date unless otherwise agreed in writing by us. Any increase will not increase cover to above the Maximum Monthly Benefit.

The premium will be adjusted to take into account the variation in the cover in respect of a Covered Person.

## 3. TAKEOVER COVER

- 3.1** Cover will commence under this Policy with effect from the Commencement Date for a person who was insured under a Previous Policy on the day before the Commencement Date if:
  - (a) the person was At Work; or
  - (b) the person was on Leave of Absence other than for Illness or Injury and on the last working day before they commenced the leave they were At Work.

Such cover will not extend to an event which gives rise to a claim whilst the Covered Person was on approved leave if the event occurred between the last working day and the Commencement Date of this Policy.

- 3.2** A person who was insured under the Previous Policy on the day before the Commencement Date who does not meet the requirements within clause 3.1, will have cover under the terms of this Policy from the Commencement Date but only for a claim arising from an Illness or Injury which is unrelated to the reason they were not At Work.
- 3.3** The limitation under clause 3.2 on claims arising from an Illness or Injury related to the reason they were not At Work will no longer apply to the Covered Person's cover when the person returns to being At Work.
- 3.4** Any takeover of cover is limited to the Maximum Monthly Benefit.

## 4. EXTENT OF COVER

- 4.1** The cover we provide for a person under this Policy will be for:
  - (a) Disability Benefit;
  - (b) Partial Disability Benefit;
  - (c) Interim Accident Benefit;
  - (d) Funeral Benefit;

- (e) Recurrent Disability Benefit; and
- (f) Retraining Expense Benefit.

We may, in addition to the above, provide cover for:

- (g) Superannuation Contribution Benefit;
- (h) Crisis Benefit.

- 4.2** The payment of any Benefit under this Policy in respect of a Covered Person shall always be subject to:

- (a) the terms and conditions of this Policy;
- (b) any Special Conditions; and
- (c) any special terms and conditions of acceptance for cover of that Covered Person.

## 5. DISABILITY BENEFIT

- 5.1** We will pay a Disability Benefit if a Covered Person is Disabled after the Waiting Period has ended. This Benefit is paid monthly in arrears.
- 5.2** The Disability Benefit will commence the day after the Waiting Period has ended and accrues pro-rata on a daily basis.
- 5.3** The amount of the Disability Benefit will be the Disability Monthly Benefit.
- 5.4** We will cease to pay a Disability Benefit in respect of a Covered Person at the time the Covered Person:
  - (a) is no longer Disabled;
  - (b) dies;
  - (c) attains the Maximum Insurable Age;
  - (d) has been Disabled or Partially Disabled from the end of the Waiting Period for the Maximum Benefit Period for the same or related Illness or Injury; or
  - (e) is not an Australian Resident and is no longer permanently living in Australia or not eligible to work in Australia; and
  - (f) refuses to undergo, or refuses to continue to undergo a Return to Work Program suggested by us.

## 6. PARTIAL DISABILITY BENEFIT

- 6.1** We will pay a Partial Disability Benefit if a Covered Person is Partially Disabled after the Waiting Period has ended. This Benefit is paid monthly in arrears.
- 6.2** The Partial Disability Benefit will commence from the first day the Covered Person is Partially Disabled after the Waiting Period has ended and accrues pro-rata on a daily basis.
- 6.3** The amount of the Partial Disability Benefit will be equal to the Partial Disability Monthly Benefit.
- 6.4** We will cease to pay a Partial Disability Benefit in respect of a Covered Person at the time the Covered Person:
  - (a) is no longer Partially Disabled;
  - (b) dies;
  - (c) attains the Maximum Insurable Age;
  - (d) has been Disabled or Partially Disabled from the end of the Waiting Period for the Maximum Benefit Period for the same or related Illness or Injury; or
  - (e) is not an Australian Resident and is no longer permanently living in Australia or not eligible to work in Australia; and
  - (f) refuses to undergo, or refuses to continue to undergo a Return to Work Program suggested by us.

## 7. SUPERANNUATION CONTRIBUTION BENEFIT

- 7.1** The Superannuation Contribution Benefit is an optional Benefit and is only applicable to this Policy if shown in the Policy Schedule. Where this option is selected, mandatory superannuation contributions under the *Superannuation Guarantee (Administration) Act 1992* will not be included in the calculation of a Covered Person's Income.
- 7.2** We will pay a Superannuation Contribution Benefit if a Covered Person is Disabled or Partially Disabled after the Waiting Period has ended. This Benefit is paid monthly in arrears and accrues pro-rata on a daily basis.
- 7.3** If a Covered Person is Disabled we will pay an amount equal to the Superannuation Contribution Monthly Benefit.
- 7.4** If a Covered Person is Partially Disabled we will pay an amount equal to the Superannuation Contribution Partial Monthly Benefit.
- 7.5** The Superannuation Contribution Benefit will not be paid or will be reduced, when the total Disability Monthly Benefit exceeds the Maximum Monthly Benefit.
- 7.6** The Superannuation Contribution Benefit will be paid to a Covered Person's Regulated Superannuation Fund.
- 7.7** If a Covered Person:
- (a) is not a member of a Regulated Superannuation Fund; or
  - (b) their Regulated Superannuation Fund will not accept the Superannuation Contribution Benefit;
- then no Superannuation Contribution Benefit will be paid.
- 7.8** We will cease to pay a Superannuation Contribution Benefit in respect of a Covered Person at the time the Covered Person:
- (a) is no longer Disabled or Partially Disabled;
  - (b) dies;
  - (c) attains the Maximum Insurable Age;
  - (d) has been Disabled and/or Partially Disabled from the end of the Waiting Period for the Maximum Benefit Period for the same or related Illness or Injury; or
  - (e) is not an Australian Resident, is no longer permanently in Australia or not eligible to work in Australia.

## 8. RECURRENT DISABILITY BENEFIT

- 8.1** If a Covered Person has returned to employment with the Employer and becomes Disabled or Partially Disabled for the same or related Illness or Injury during the 6 months from the last date the Covered Person was entitled to receive a Benefit, the following will apply:
- (a) the Covered Person will be entitled to a Recurrent Disability Benefit and a new Waiting Period will not apply;
  - (b) the payment of the Recurrent Disability Benefit will be treated as a continuation of the previous claim; and
  - (c) the payment of Benefits shall not exceed the Maximum Benefit Period.
- 8.2** If a Covered Person has returned to employment with their Employer and becomes Disabled or Partially Disabled for the same or related Illness or Injury more than 6 months after the date the Covered Person was entitled to receive a Benefit, the following will apply:
- (a) the Covered Person will need to satisfy a new Waiting Period;
  - (b) the payment of the Recurrent Disability Benefit will be treated as a continuation of the previous claim; and
  - (c) the successive periods of Disability or Partial Disability will be regarded as continuous for the purpose of determining the remaining portion of the Maximum Benefit Period.

## 9. RETRAINING EXPENSE BENEFIT

- 9.1** We will pay a Retraining Expense Benefit equal to the amount of the Retraining Expenses incurred in respect of a Covered Person if:
- (a) the Covered Person is Disabled or Partially Disabled;
  - (b) we approve the Retraining Expenses in writing before they are incurred; and
  - (c) the Retraining Expenses are incurred to:
    - (i) directly assist the Covered Person to return to work in his or her Occupation or any gainful occupation; or
    - (ii) undertake a vocational retraining program.
- 9.2** We will pay an amount equal to the Retraining Expense Benefit directly to the provider of the applicable service relating to the Retraining Expense or as we may approve on a case-by-case basis.
- 9.3** We will reduce the amount of the Retraining Expense Benefit paid directly to the provider of the retraining service by any amounts that can be claimed for the Retraining Expenses from any other source or as we may approve on a case-by-case basis.

## 10. FUNERAL BENEFIT

- 10.1** We will pay a Funeral Benefit in respect of a Covered Person who dies whilst covered under this Policy as a result of an Illness or Injury.
- 10.2** The amount of the Funeral Benefit will be a fixed amount of \$15,000.

## 11. COVER BEYOND AGE 65

- 11.1** Where the Maximum Insurable Age as stated in the Policy Schedule is greater than age 65, a Covered Person with a Maximum Benefit Period of 2 years, 5 years or 10 years will be eligible for their cover to continue from age 65 up to the Maximum Insurable Age subject to the Covered Person not having previously claimed under this Policy or any other life insurance policy.
- 11.2** Where a 10 year Maximum Benefit Period applies under this Policy, if a Covered Person's Disability commences before the Covered Person's 65th birthday, any Disability or Partial Disability Benefits will be paid until the earliest of:
- (a) 10 years; or
  - (b) the Maximum Insurable Age.
- 11.3** Where a 2, 5 year or 10 year Maximum Benefit Period applies under this Policy, if a Covered Person's Disability commences on or after the Covered Person's 65th birthday, any Disability or Partial Disability Benefits will be paid until the earliest of:
- (a) 2 years; or
  - (b) the Maximum Insurable Age.
- 11.4** The Maximum Monthly Benefit payable is limited to the lesser of:
- (a) 75% of the Covered Person's Monthly Income (plus Superannuation Contribution Monthly Benefit if applicable); or
  - (b) \$10,000 monthly benefit.
- 11.5** Clauses 11.3 and 11.4 will not apply to any Disability or Partial Disability Benefit commencing prior to the Covered Person's 65th birthday.

## 12. INTERIM ACCIDENT COVER

### 12. 1 Commencement of Interim Accident Cover

Interim Accident Cover commences for a person on the date that we receive their fully completed application for insurance and applies to the additional cover and cover type that the person is applying for under clause 1.5.

### 12. 2 When an Interim Accident Benefit is Payable

When a person is eligible for Interim Accident Cover described in clause 2.5 and suffers an Injury which results in the person being Disabled or Partially Disabled, we will pay to the Policy Owner the Disability Benefit, Partial Disability Benefit or Superannuation Contribution Benefit as applicable, except that the amount of the Benefit will be the lesser of:

- (a) the Insured Percentage of the person's Monthly Income, plus Superannuation Contribution Benefit (if applicable);
- (b) the amount of cover requested by the person in the fully completed application; and
- (c) \$20,000 per month prior to the limitations under clause 16.

The Injury and the Disability/Partial Disability must have occurred while Interim Accident Cover applies in respect of the person.

### 12. 3 Cessation of Interim Accident Cover

Interim Accident Cover ceases on the earlier of the day:

- (a) we have accepted (on any terms) or rejected the person for the cover;
- (b) the person has withdrawn the request for cover;
- (c) 90 days have passed from the date we receive the person's fully completed application for this cover; or
- (d) cover would otherwise cease under this Policy for the person.

**12. 4** No Benefit shall be payable under clause 12 where a Benefit is paid in respect of the Covered Person under any other clause of this Policy in respect to the same period of Disability.

## 13. OVERSEAS RESIDENCE AND TRAVEL

**13.1** We will provide worldwide, 24 hour cover for a Covered Person (whilst this Policy remains in-force) subject to the terms of this Policy and clauses 13.3, 13.6, 13.8, 17.1(m) and 17.1(n).

**13.2** A Covered Person who is an Australian Resident, and who is temporarily Employed overseas by their local Employer will continue to be provided with cover under this Policy whilst premiums continue to be paid in respect of that Covered Person. Cover is subject to all terms and conditions of this Policy and this Policy remaining in-force with us.

**13.3** Any Benefit payable under this Policy may be reduced by any similar employer paid benefit payable to the Covered Person in the country the Covered Person had been working.

**13.4** Where a Covered Person who is not an Australian Resident is temporarily Employed overseas, we will provide cover whilst overseas for a period of up to 90 days from any date the person leaves Australia, whilst premiums continue to be paid in respect of that Covered Person. Cover is subject to all terms and conditions of this Policy and this Policy remaining in-force with us.

**13.5** We will require the Covered Person to return to Australia at his or her expense for the assessment of a claim unless otherwise agreed to by us. Payment of any Benefit under this Policy is conditional upon this requirement being satisfied.

**13.6** We may pay a Benefit for a Covered Person who becomes Disabled while he or she is outside Australia subject to clauses 13.2 and 13.4 for a maximum total period of 12 months from the end of the Waiting Period. Payments of Benefits may resume only at such time as the Covered Person has returned to Australia and has requested re-assessment in writing and is still Disabled or Partially Disabled. The payment of a Benefit will be treated as a continuation of the original claim for Benefits to the end of the Maximum Benefit Period.

**13.7** When a Covered Person is in receipt of a Benefit under this Policy and leaves Australia whilst in receipt of a Benefit, we will continue to pay the Benefit from the date the Covered Person leaves Australia for a maximum period of up to the end of the Maximum Benefit Period or 12 consecutive months, whichever is the lesser whilst the person remains outside of Australia.

**13.8** No Benefit will be paid for a Covered Person if his or her Illness or Injury is directly or indirectly caused by War.

## 14. LEAVE OF ABSENCE

**14.1** A Covered Person who takes a Leave of Absence will continue to be covered under this Policy for a period up to 24 months after the commencement of the Covered Person's leave if each of the following are satisfied:

- (a) the Employer approves the period of leave in writing before the Covered Person goes on leave;
- (b) where the initial period of leave is less than 24 months, the Employer approves the extension of leave in writing prior to the expiry of the initial leave for up to a combined maximum of leave of 24 months; and
- (c) premiums continue to be paid for the Covered Person during their Leave of Absence.

When the period of leave exceeds 24 months and we are notified and approve of the Covered Person's leave in writing prior to the initial 24 months leave period ceasing, we may at our absolute discretion continue to provide cover, subject to the premiums continuing to be paid during the period of leave for the Covered Person.

**14.2** Cover for a Covered Person who is on Leave of Absence will cease at the earliest of when the Covered Person's:

- (a) Leave of Absence commences, if a Covered Person has not satisfied the criteria set out in clause 14.1;
- (b) Leave of Absence ceases and he or she does not return to their Employment;
- (c) Leave of Absence exceeds 24 months, unless we have agreed to an extension in writing; or
- (d) cover otherwise ceases under this Policy.

**14.3** If a Covered Person suffers an Illness or sustains an Injury when they are on Leave of Absence and is covered under this Policy at that time, Benefits will not be paid until the later of, the date the Covered Person's Leave of Absence is to cease in accordance with his or her Employer's written notification or the expiry of the Waiting Period. If no written advice is received by us on cessation of Leave of Absence it will be deemed to be a period of 24 months.

**14.4** Where a Covered Person who is on Leave of Absence submits a claim for a Benefit, the definition of Disabled, applicable at the time of claim shall apply.

## 15. EXTENDED COVER

**15.1** We will pay a Benefit under this Policy for a person whose cover ceases in accordance with clause 17.1(a) where the Incident Date occurs no later than 60 consecutive days from the date the cover ceased for that person.

**15.2** Extended cover ceases on the earlier of the following:

- (a) 60 consecutive days have elapsed since cover ceased for that person under clause 17.1(a);
- (b) the date that an application for a continuation option has been accepted or declined by us where such option is available under clause 30;
- (c) 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
- (d) the date that cover would otherwise cease in accordance with any other condition in clause 17.1 or clause 18.



## 16. BENEFIT OFFSETS

**16.1** We will reduce a Disability Benefit or Partial Disability Benefit or Interim Accident Benefit payable to a Covered Person by:

- (a) the amount of any income (other than Benefits received under this Policy) and the commutation of income paid or payable in respect of a Covered Person as a result of disability or partial disability or interim accident cover;
- (b) any amounts payable, which are deemed for the purposes of this clause 16.1 as being income:
  - (i) through workers compensation or any similar legislation or any settlement under common law;
  - (ii) sick leave (paid only);
  - (iii) in respect of loss of income (whether legislated or otherwise);
  - (iv) under any statutory accident compensation scheme;
  - (v) any disability, injury or illness policy (other than lump sum TPD)
- (c) the amount of any income we believe the Covered Person could reasonably be expected to earn in his or her Occupation whilst Disabled or Partially Disabled.

**16.2** Any income described in clause 16.1 that the Covered Person receives in the form of a lump sum or is exchanged for a lump sum has a monthly income equivalent of 1/60th of the lump sum (i.e. the lump sum is amortised over a period of 60 months).

**16.3** We will only pay the Benefits for a Covered Person for one Disability, Partial Disability (or related Disability) at a time for the Maximum Benefit Period.

**16.4** We will reduce the Superannuation Contribution Benefit:

- (a) by the amount of any employer superannuation contributions paid to a Covered Person's superannuation account; and
- (b) by the amount of any benefits payable under any other income protection policy but only to the extent that the benefit payable under any other income protection policy is designed to replace in whole or in part the compulsory employer superannuation entitlements the Covered Person would have benefited from had he or she not been Disabled.

## 17. CESSATION OF COVER

**17.1** A Covered Person will cease to be covered under this Policy effective from the earliest date of any of the following:

- (a) the Covered Person ceases to be Employed by the Employer;
- (b) the Covered Person dies;
- (c) the Covered Person commences duty with the military services (other than the Australian Armed Forces Reserve and is not on active duty outside Australia) of any country;
- (d) the Covered Person attains age 65 subject to clauses 11 and 32;
- (e) the Covered Person attains the Maximum Insurable Age;
- (f) this Policy is cancelled or terminated for any reason;
- (g) we receive a written request from the Policy Owner to cancel or terminate the Covered Person's cover and we agree to terminate or cancel the cover for this Covered Person;
- (h) premium remains unpaid for a period of 30 days or more after the Due Date;
- (i) the date the Covered Person no longer meets the conditions under clause 13 for continuation of cover whilst overseas;
- (j) the date the Covered Person no longer meets the conditions under clause 14 for cover during Leave of Absence;
- (k) we accept or decline the Covered Person's continuation option application (where applicable);
- (l) if the Covered Person is Employed on a Long Term Casual Basis and 60 consecutive days have passed since the Covered Person was last At Work

- (m) the date the Covered Person is no longer an Australian Resident and is no longer permanently living in Australia or not eligible to work in Australia; or
- (n) for a holder of a temporary work visa subclass 457 issued by the Australian Department of Immigration and Citizenship - the date the visa expires.

**17.2** In the event of any conflict between clause 17.1 and any other provision of this Policy, the terms of clause 17.1 shall prevail.

## 18. COVER AFTER POLICY TERMINATES

**18.1** If on the day this Policy terminates a Covered Person is not At Work, then we will continue to cover the Covered Person subject to clause 18.2.

**18.2** The Covered Person is covered only for the reason they were not At Work on the last working day immediately before the termination of this Policy.

**18.3** Cover under clause 18.1 will cease on the earliest of the following:

- (a) the Covered Person returns to work after the termination of this Policy and is actively performing all the duties of their Occupation and working their usual hours free from any limitation due to Illness or Injury and is not entitled to or is not receiving income support benefits of any kind;
- (b) the Covered Person attains age 65 subject to (c);
- (c) where the Covered Person was receiving an extension of cover under clause 11 or 32 on the date this Policy terminated – the Maximum Insurable Age;
- (d) the person no longer meets the requirements to be a Covered Person under this Policy; or
- (e) the date we make a decision on any claim on the Covered Person.

## 19. CANCELLATION AND TERMINATION

**19.1** The Policy Owner may terminate this Policy at any time by giving prior written notice and we shall refund any premium paid by reference to the unexpired period of risk.

**19.2** We may cancel the cover provided under this Policy at any time when any premium (or any instalment of premium) has not been paid within 30 days of the Due Date.

## 20. REINSTATEMENT OF COVER

**20.1** Where the cover for a Covered Person has ceased under clauses 17.1(c), 17.1(h) or as a result of an administration error, reinstatement of cover will be at our discretion and determined on a case-by-case basis. Any reinstatement of cover that we agree to provide under this clause will be on such terms that we determine will apply to any cover reinstated.

## 21. EXCLUSIONS

**21.1** No Benefit will be paid for a Covered Person if his or her Illness or Injury resulting in Disability or Partial Disability is directly or indirectly caused by:

- (a) any intentional self-inflicted Injury or any attempt to commit suicide;
- (b) War; or
- (c) normal and uncomplicated pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, such as morning sickness, back ache, varicose veins, ankle swelling and bladder problems.

**21.2** No Benefit will be paid for a Covered Person if the payment of the Benefit to the Covered Person would contravene any provision of the *Private Health Insurance Act 2007* (Cth), *Health Insurance Act 1973* (Cth) or the *National Health Act 1953* (Cth) or any other related Australian legislation as amended or replaced or any preceding health insurance legislation.

**21.3** No Benefit will be payable where the payment of such Benefit would expose us, the Policy Owner, or the Covered Person to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia or United States of America.

## 22. CLAIMS

- 22.1** The Policy Owner must notify us in writing as soon as is reasonably practicable of an event entitling the Policy Owner to a Benefit.
- 22.2** It is a condition of payment of any Benefit that the Covered Person provides us with such evidence to substantiate the claim as we may reasonably require.
- 22.3** The Covered Person must submit, at our expense, to any medical or other examination conducted by a Medical Practitioner, health professional or any other professional appointed by us as we deem necessary. We will pay the fees and costs charged by the Medical Practitioner, health professional or any other professional for any tests or procedures the Covered Person undergoes at our request. However, unless we agree otherwise in writing, we will not pay any other costs related to the Covered Person's attendance on the Medical Practitioner, health professional or any other professional including fees incurred for travelling to an appointment or for non-attendance at an appointment.
- 23.3** Satisfactory proof of identity (including age) may be required prior to any payment of Benefits.

## 23. PAYMENT OF BENEFITS

- 23.1** All Benefits to be paid in respect of a Covered Person shall be paid to the Policy Owner (or a person nominated by the Policy Owner) who may hold the monies in trust for the benefit of that Covered Person and when applicable, in accordance with the terms of any Trust Deed.
- 23.2** All Benefits shall be payable monthly in arrears unless otherwise specified. Benefits payable for a period of less than 30 days will be payable at a daily rate of 1/30th of the Benefit payable.
- 23.3** Subject to the terms and conditions in this Policy, where it is determined by us that a Covered Person is eligible for the payment of a Benefit, the amount payable is the amount of the Covered Person's Benefit at their Incident Date.
- 23.4** All payments shall be made in Australian Dollars.

## 24. PREMIUMS

- 24.1** The amount of the premium is the total cost of cover for all Covered Persons during the relevant period based on the Rate of Premium for that period and including premium loadings which apply to individual Covered Persons.
- 24.2** Premiums are due to us monthly except when we agree in writing otherwise.
- 24.3** All premiums are to be paid in Australian Dollars.
- 24.4** All premiums must be paid within 30 days of the Due Date.
- 24.5** The Policy Owner shall be liable for any Government Charges relating to this Policy.
- 24.6** For each Policy, the minimum monthly premium is \$1,000, inclusive of any adviser remuneration, but excluding any Government Charges
- 24.7** We reserve the right to apply a different minimum monthly premium amount to the Policy at any time by giving the Policy Owner 30 days' written notice. Such minimum annual premium shall become payable from the next Anniversary Date following the date of our written notification and will continue to apply until such time as we advise it is no longer payable.
- 24.8** We may pay commission, administration fees and other benefits to financial advisers and dealer groups where permitted to by the law. The commission rate may be up to 20% of the annual premium plus GST and will be added on to the premiums due to us under the Policy and we will then pay the commission to the Policy Owner's financial adviser. The amount of the commission rate payable is to be negotiated between the Policy Owner and their financial adviser – however, we will pass on the entire amount of this commission fee to the Policy Owner's financial adviser. It is the responsibility of the Policy Owner's financial adviser to advise the Policy Owner if there is any commission being applied under a Policy.

## 25. WAIVER OF PREMIUM

- 25.1** When a premium in respect of a Covered Person falls due during any period in which Benefits are being paid in respect of that Covered Person, we will not require the premium to be paid at that time. Upon cessation of the payment of Benefits, a premium in respect of that Covered Person will be payable from that date.
- 25.2** The amount due is calculated by reducing the total annual premium that would have been payable in respect of that period for that Covered Person in proportion to that part of the then current annual period of cover during which Benefits were paid.

## 26. VARIATION OF TERMS

- 26.1** The terms and conditions of this Policy may be varied at any time when agreed to in writing by the parties or as provided for in this clause.
- 26.2** In addition to the variations permitted under clauses 26.3 and 26.4, we may vary the Rate of Premium payable or the Automatic Acceptance Limit:
- (a) at any time after the end of the Premium Rate Guarantee Period upon us giving 60 days written notice to the Policy Owner; or
  - (b) if the number of Covered Persons covered under this Policy changes by more than 25% from the number of Covered Persons at the commencement of the latest Premium Rate Guarantee Period.
- 26.3** We reserve the right to vary premiums under this Policy in respect of any or all Covered Persons upon written notification to the Policy Owner with immediate effect in the event of any invasion or an outbreak of War which involves Australia. Should that right be exercised and the Policy Owner fails to pay any increase in premium we will not be liable to pay any Benefit with respect to a Covered Person when the event giving rise to the claim arose either directly or indirectly from War.
- 26.4** We reserve the right to vary premiums under this Policy in respect of any or all Covered Persons upon written notification to the Policy Owner with immediate effect in the event of any change in the law and as a result:
- (a) it becomes impractical or impossible to carry out our obligations;
  - (b) our Policy becomes inconsistent with the law; or
  - (c) Government Charges relating to this Policy are imposed or changed.
- 26.5** Our right to vary the terms and conditions of the Policy under clause 26 does not apply to the extent that it would prevent the Policy from being treated as life insurance business under the *Life Insurance Act 1995* (or any legislation that replaces it).

## 27. INTERPRETATION

- 27.1** The terms and conditions of this Policy shall apply notwithstanding any contrary provisions in any Trust Deed.
- 27.2** Special Conditions in relation to this Policy may be:
- (a) set out in the Policy Schedule; or
  - (b) agreed to in writing between the parties from time to time.
- 27.3** It is acknowledged by the Policy Owner that in issuing this Policy we have relied on information provided by the Policy Owner and its appointed representatives.
- 27.4** Headings contained in this Policy are for ease of reference only.
- 27.5** Any errors and omissions in this Policy will be rectified by the parties upon discovery.
- 27.6** Words in the singular number include the plural and words in the plural include the singular.



28. GENERAL CONDITIONS

28.1 The Policy Owner must maintain records of the Covered Person’s information and all the relevant information relating to each claim, including salary, leave records and employment duties. We may request this information or any other reasonable information relating to a Covered Person to administer the Policy and any claims that require assessment. We may, where required, request to inspect or audit these records.

28.2 This Policy is issued from our No.1 Statutory Fund. No surrender value is acquired under this Policy.

29. INCREASING BENEFITS

29.1 We will increase the amount of the Benefit payable in respect of a Covered Person when the Covered Person has been paid a Benefit for a continuous period of 12 months. We shall further increase the Benefit at the end of each further 12 months period during which continuous benefits have been paid.

29.2 The Benefit shall be increased at each Benefit Review Date by the lesser of the following:

- (a) 5%; or
- (b) the percentage increase in the CPI over the 12 months period concluding at the end of the last reported quarter prior to the Benefit Review Date.

29.3 When a Benefit ceases for a Covered Person the Benefit amount for any future entitlement to Benefits will be determined without regard to any previous increase under this clause 29.

30. CONTINUATION OPTION

30.1 If cover for a Covered Person under this Policy ceases or extended cover under clause 15.1 applies to the Covered Person, he or she may apply to continue their cover with us through a new individual salary continuance policy if all of the following circumstances are satisfied:

- (a) this Policy is still in-force;
- (b) the person is under age 60;
- (c) the person is an Australian Resident;
- (d) the person is no longer an employee of the Employer;
- (e) the person is not leaving Employment due to Injury or Illness;
- (f) at the time his or her cover ended under this Policy, the person was in Permanent Employment;
- (g) the person does not join any military forces, (other than the Australian Armed Forces Reserve and is not on active duty outside Australia);
- (h) no Benefit is, or is about to be, payable for the person under this Policy issued by us, and no circumstances exist which, if the subject of a claim under this Policy and any other policy issued by us, would result in a Benefit being payable for the person under this Policy or any other policy issued by us in respect of the person;
- (i) the premium payable in respect of the person's cover under this Policy is not overdue at the time his or her cover ends;
- (j) our minimum policy issue requirements are met;
- (k) our occupation and pastimes underwriting requirements are met; and
- (l) within 60 days of cover ending in respect of the Covered Person under this Policy, we receive the application and the correct premium for the cover being applied for.

30.2 Cover under any policy may be issued:

- (a) with benefits not exceeding the Waiting Period, Maximum Benefit Period and Benefits that applied to the Covered Person under this Policy;
- (b) at the level of cover and with the same exclusions and loading that we accepted for the Covered Person under this Policy (however may not have applied under this Policy) at the date the cover ended for the Covered Person; and
- (c) cover will be on the terms and at the premium rates current for the offering at the time the individual cover is issued.

30.3 We reserve the right to adjust the premium rate in respect of any cover provided under this continuation option on the basis of the new occupation of the person.

30.4 Where a continuation option is accepted for a previously Covered Person under this Policy, no Benefit will be payable under Clause 15.

31. CRISIS BENEFIT

31.1 This option is only available if it has been selected to apply as indicated in the Policy Schedule, “Optional Benefits” and is not available to a trustee of a regulated superannuation fund.

31.2 We will pay a Crisis Benefit if the Covered Person suffers one of the Crisis Benefit Medical Conditions.

31.3 We will not pay a Crisis Benefit if the Crisis Benefit Medical condition or procedure in respect of a Covered Person, first occurs, or was first diagnosed, or the symptoms leading to the diagnosis of the Crisis Benefit Medical Condition or procedure first occurred:

- (a) before a Covered Person was covered under this Policy; or
- (b) within 90 days of the commencement of a Covered Person's cover, increase in cover or reinstatement of cover for one of the specified Crisis Benefit Medical Condition noted below under this Policy or the Previous Policy except where we agree as part of Takeover Cover.

31.4 The medical conditions listed in the table below are Crisis Benefit Medical Conditions (please refer to the Crisis Benefit Medical Conditions Definitions section of this Policy under clause 33 for the definition of each of these Crisis Benefit Medical Conditions).

Accidental HIV Infection*	Loss of Limbs and Sight of One Eye
Alzheimer's Disease	Loss of Speech
Aplastic Anaemia	Major Burns
Bacterial Meningitis	Major Head Trauma
Benign Brain Tumour*	Major Organ Transplant*
Blindness	Motor Neurone Disease
Cancer*	Multiple Sclerosis
Cardiomyopathy	Muscular Dystrophy
Chronic Liver Disease	Occupationally Acquired Hepatitis B or Hepatitis C Infection*
Chronic Lung Disease	Other Serious Coronary Artery Disease*
Coma	Paraplegia
Coronary Artery Bypass Surgery*	Parkinson's Disease
Dementia/Alzheimer's Disease	Pneumonectomy
Diplegia	Pulmonary Arterial Hypertension (primary)*
Heart Attack*	Quadriplegia
Heart Valve Surgery*	Stroke*
Hemiplegia	Surgery to Aorta*
Kidney Failure	Terminal Illness*
Loss of Hearing	Viral Encephalitis
Loss of Independence	

\* 90 day waiting period applies from commencement date of cover, reinstatement of cover or increase in cover.

31.5 The amount of the Crisis Benefit for a Crisis Benefit Medical Condition will be 3 times the Disability Monthly Benefit if the Covered Person is under age 65. If the Covered Person is over age 65, the amount of the Crisis Benefit for a Crisis Benefit Medical Condition will be 3 times the lesser of:

- (a) the Disability Monthly Benefit; and
- (b) \$10,000 per month.

31.6 We will pay an amount equal to 3 times the Superannuation Contribution Monthly Benefit to the Covered Person's Regulated Superannuation Fund when the Crisis Benefit is paid for that Covered Person.

**31.7** The Crisis Benefit will be paid as a lump sum payment and will be paid in addition to the Disability Benefit or the Partial Disability Benefit, if applicable.

**31.8** The Crisis Benefit will be paid from the date the Covered Person suffers one of the Crisis Benefit Medical Conditions.

**31.9** There is no Waiting Period applicable for the Crisis Benefit subject to clause 31.3(b).

**31.10** The Crisis Benefit will not be paid in respect of a Covered Person if:

- (a) a Crisis Benefit has been paid for the Covered Person within the previous 12 months;
- (b) the Crisis Benefit has already been paid for the Covered Person for the Crisis Benefit Medical Condition against which the Covered Person is claiming;
- (c) the Covered Person has had two Crisis Benefits paid under this Policy or any other policy issued by us for which this Policy is a replacement; or
- (d) the Covered Person dies.

## 32. TO AGE 65 BENEFIT PERIOD - TOP UP

**32.1** This option is only available if it has been selected to apply as indicated in the Policy Schedule, section "Optional Benefits".

**32.2** A 2 year Maximum Benefit Period extension of cover will apply to a Covered Person in combination with Maximum Benefit Period to Age 65.

**32.3** A Covered Person will be eligible for their cover to continue from age 65 if the Covered Person has not previously claimed under this Policy or any other life insurance policy.

**32.4** If a Covered Person's Disability commences on or after the Covered Person's 63rd birthday, any Disability or Partial Disability Benefits will be paid until the earliest of:

- (a) 2 years; or
- (b) the Maximum Insurable Age.

**32.5** The Maximum Monthly Benefit payable is limited to the lesser of:

- (a) 75% of the Covered Person's Monthly Income (plus Superannuation Contribution Monthly Benefit if applicable); or
- (b) \$10,000 monthly benefit.

**32.6** Clause 32 will not apply to any Disability or Partial Disability Benefit commencing prior to the Covered Person's 63rd birthday.

## 33. CRISIS BENEFIT MEDICAL CONDITIONS DEFINITIONS

### Accidental HIV Infection

Infection with the Human Immunodeficiency Virus (HIV) acquired by accident or violence during the course of the Covered Person's normal occupation or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within six months of the accident. HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under the Policy.

Any accident giving rise to a potential claim must be reported to us within 30 days of the event and be supported by a negative HIV antibody test taken within seven days after the accident. We must be given access to test independently all blood samples used, if it requires. MetLife retains the right to take further independent blood tests or other medically accepted HIV test.

### Activities of Daily Living

- **Bathing:** the ability to wash themselves either in the bath or shower or by sponge bath without the assistance of another person. The Covered Person will be considered to be able to bathe himself or herself even if the above tasks can only be performed by using equipment or adaptive devices.
- **Dressing:** the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them without the assistance of another person. The Covered Person will be considered able to dress themselves even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- **Eating:** the ability to feed themselves once food has been prepared and made available, without the assistance of another person.
- **Toileting:** the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the assistance of another person. The Covered Person will be considered able to toilet themselves even if he or she has an ostomy pouch/bag and is able to empty it himself or herself, or if the Covered Person uses a commode, bedpan or urinal, and is able to empty and clean it without the assistance of another person.
- **Transferring:** the ability to move in and out of a chair or bed without the assistance of another person. The Covered Person will be considered able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used.

### Alzheimer's Disease

The diagnosis of Alzheimer's Disease as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment.

Significant cognitive impairment means deterioration in the Covered Person's mini-mental state examination, or equivalent thereof, scores to 20 or less.

### Aplastic Anaemia

Permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:

- blood production transfusion
- marrow stimulating agents
- immunosuppressive agents
- bone marrow transplantation.

### Bacterial Meningitis

The diagnosis of the Covered Person with Bacterial Meningitis. The meningitis must produce neurological deficit causing permanent and significant functional impairment. 'Significant' shall mean at least a 25% impairment of whole person function as defined in the most up to date edition of the AMA1 Guides to the Evaluation of Permanent Impairment at date of diagnosis. Diagnosis must be confirmed by a consultant neurologist.

Bacterial Meningitis in the presence of HIV is excluded. All other forms of meningitis including viral, are excluded.

1 Publisher: American Medical Associate

### Benign Brain Tumour

A non-cancerous tumour on the brain giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory or motor skills impairment as confirmed by a consultant neurologist. The tumour must result in permanent neurological deficit, resulting in either:

- a) at least 25% impairment of whole person function, as defined in the most up to date edition of the AMA1 Guides to the Evaluation of Permanent Impairment at date of claim, or
- b) the Covered Person being totally and permanently unable to perform any one of the Activities of Daily Living.

The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI (Magnetic Resonance Imaging).

Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland or spine are not covered.

**Blindness**

As a result of disease or accident and certified by an ophthalmologist, the:

- a) visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes; or the
- b) field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity (equivalent to 1/100 white test object); or the
- c) combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b) above.

**Cancer**

The presence of one or more malignant tumours including Hodgkin’s disease, leukaemia and other malignant bone marrow disorders, and characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue, but does not include the following:

- tumours which are histologically described as pre-malignant or showing the changes of ‘carcinoma in situ’;
- ‘carcinoma in situ of the breast’ is excluded;
- melanomas of less than 1.5mm Breslow thickness, without ulceration as determined by histological examination;
- all hyperkeratoses or basal cell carcinomas of the skin;
- cutaneous squamous cell carcinomas of T2N0M0 and below grade tumours, where the tumour is less than five cm in greatest diameter;
- T1N0M0 papillary carcinoma of the thyroid less than one cm in diameter;
- Polycythemia Rubra Vera requiring treatment by venesection alone, and
- tumours treated by endoscopic procedures alone.

Skin cancer – where diagnosed by an appropriate specialist acceptable to us, we will pay:

- 100% of the Disability Monthly Benefit for melanomas where the tumour is with ulceration or is diagnosed as 1.5 mm or greater in Breslow’s depth of invasion; and
- 10% of the Disability Monthly Benefit for cutaneous squamous cell carcinomas where the tumour is diagnosed stage T3N0M0 under the TNM Classification system; and
- 100% of the Disability Monthly Benefit for cutaneous squamous cell carcinomas where the tumour is diagnosed at greater than T3N0M0 or any N1, 2 or 3 or metastases are present under the TNM Classification system.

**Cardiomyopathy**

A condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant permanent physical impairment of Class III or IV on the New York Heart Association classification of cardiac impairment.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Chronic Liver Disease**

End stage liver failure, together with two of the following conditions:

- permanent jaundice;
- ascites; or
- hepatic encephalopathy.

Such disease directly related to alcohol or drug abuse is excluded.

**Chronic Lung Disease**

End stage respiratory failure requiring permanent oxygen therapy with FEV-1 test results consistently showing less than one litre.

**Coma**

Total failure of cerebral function characterised by total unarousable, unresponsiveness to external stimuli, persisting continually with the use of a life support system for a period of at least 96 hours. It must result in significant permanent loss of cerebral function as determined by a recognised consultant neurologist acceptable to us.

For the purposes of this definition, ‘significant’ shall mean at least a 25% impairment of whole person function as defined in the most up to date edition of the AMA1 Guides to the Evaluation of Permanent Impairment at the date of diagnosis.

Excluded from this definition is medically induced coma or resulting from alcohol or drug use.

1 Publisher: American Medical Associate.

**Coronary Artery By-Pass Surgery**

The actual undergoing of by-pass surgery (including saphenous vein or internal mammary graft(s) for the treatment of coronary artery disease). The operation must be for the treatment of one or more coronary arteries and angioplasty contra-indicated and must be considered necessary by a consultant cardiologist.

**Dementia**

The diagnosis of Dementia as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment. Significant cognitive impairment means deterioration in the Covered Person’s mini-mental state examination or equivalent thereof, scores to 20 or less.

Dementia as a result of alcohol or drug use is excluded.

**Diplegia**

The total and permanent loss of function of corresponding parts on both sides of the body due to spinal cord injury or disease, or brain injury or disease.

For the purpose of this definition, “parts” shall mean legs (lower limbs) and arms (upper limbs).

**Heart Attack (Myocardial Infarction)**

The death of a portion of the heart muscle as a result of inadequate blood supply.

The diagnosis of a heart attack must be confirmed by a Cardiologist and evidenced by:

- typical rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference range together with evidence of either:
  - new serial ischemic ECG changes showing the development of any one of the following:
    - ST elevation
    - left bundle branch block (LBBB), or
    - pathological Q waves.



OR

- imaging evidence of new and irreversible:
  - loss of viable myocardium, or
  - regional wall motion abnormality.

If the clinical pathway and disease management on hospital discharge for any medical event or investigation is not consistent with an acute myocardial infarction, then a claim is not payable under this Policy. Myocardial infarctions arising from elective percutaneous procedures are excluded.

If the above tests are inconclusive or superseded by technological advances, we'll consider other appropriate and medically recognised diagnostic tests.

**Heart Valve Surgery**

The actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities occurring after the Policy Commencement Date or last reinstatement date of the Policy.

Valvotomy is specifically excluded.

**Hemiplegia**

The total and permanent loss of function of one side of the body due to spinal cord injury or disease, or brain injury or disease.

**Kidney Failure**

End stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation carried out.

**Loss of Hearing**

Complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of injury or sickness, as certified by an appropriate medical specialist.

**Loss of Independence**

1. A condition as a result of injury or sickness, where the Covered Person is totally and irreversibly unable to perform at least two of the five Activities of Daily Living. The condition should be confirmed by a consultant physician.

or

2. Cognitive impairment, meaning a deterioration or loss in the Covered Person's intellectual capacity which requires another person's assistance or verbal cueing to protect himself or herself as measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- short or long term memory;
- orientation as to person (such as personal identity), place (such as location) and time (such as day, date and year);
- deductive or abstract reasoning.

or

3. Loss of Limb/s and Sight in One Eye.

The Covered Person would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six-month period, the Covered Person must, in our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

**Loss of Limb/s and Sight of One Eye**

The total and irrecoverable loss by the Covered Person of the:

- use of both hands, or
- use of both feet, or

- use of one hand and one foot, or
- use of one hand and the sight in one eye, or
- use of one foot and the sight in one eye

**Loss of Speech**

The complete, permanent and irrecoverable loss of the ability to speak as a result of injury or sickness which must be established and the diagnosis reaffirmed after a continuous period of three months of such loss by an appropriate medical specialist.

**Major Burns**

The Covered Person has suffered third degree burns to:

- at least 20% of the body surface;
- whole of both hands, requiring surgical debridement and/or grafting; or
- whole of the head requiring surgical debridement and/or grafting.

**Major Head Trauma**

A head injury, as a result of an Accident, resulting in neurological deficit, as certified by a consultant neurologist acceptable to MetLife, causing at least a permanent 25% impairment of whole person function as defined in the most up to date edition of the AMA<sup>1</sup> Guides to the Evaluation of Permanent Impairment at date of diagnosis.

Publisher<sup>1</sup>: American Medical Associate

**Accident or Accidental Injury**

A physical injury which occurs whilst the Policy is in force that is caused solely and directly by violent, visible, external and unexpected means that is not traceable, even indirectly, to any pre-existing mental or physical condition.

**Major Organ Transplant**

Having received, from a human donor, a medically necessary transplant involving one or more of the following organs: kidney, heart, liver, lung, bone marrow and/or pancreas.

**Motor Neurone Disease**

The unequivocal diagnosis of Motor Neurone Disease confirmed by a consultant neurologist.

**Multiple Sclerosis**

The unequivocal diagnosis of Multiple Sclerosis confirmed by a consultant neurologist, evidenced by:

- more than one episode of well defined neurological deficit, and
- residual neurological impairment persisting for a continuous period of at least six months.

**Muscular Dystrophy**

The unequivocal diagnosis of Muscular Dystrophy, confirmed by a consultant neurologist.

**Occupationally Acquired Hepatitis B or Hepatitis C Infection**

The Covered Person is infected with Hepatitis B or Hepatitis C as a result of an Occupational Accident.

An **Occupational Accident** means an accident that happens whilst the Covered Person is performing the usual duties of his or her normal occupation and involves contact with a bodily substance which puts the Covered Person at risk of transmission of the infections.

This benefit will only be paid if all the following conditions for payment are satisfied. We require that:

- the Covered Person reports the accident to us within 48 hours after it happens;

- the Covered Person is tested for infections within 48 hours after the accident and the results are negative;
- the Covered Person has a positive anti-HCV screening tests (enzyme immunoassay) 10 weeks after infection;
- a Medical Practitioner diagnoses the Covered Person to be:
  - positive to Hepatitis C within 180 days after the accident; or
  - positive to Hepatitis B within 180 days after the accident and still be positive within 180 days after the first diagnosis;
- the Covered Person complies with all infection control precautions that apply;
- the Covered Person is vaccinated or immunised for the infections as required by us; and
- all tests be carried out according to the procedures we specify.

**Other Serious Coronary Artery Disease**

The narrowing of the lumen of at least three coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

**Paraplegia**

Total and permanent loss of function of the lower limbs due to spinal cord injury or disease, or brain injury or disease.

**Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease as confirmed by a consultant neurologist and requiring treatment.

All other types of Parkinsonism are excluded.

**Pneumonectomy**

Undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

**Pulmonary Arterial Hypertension (Primary)**

Primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class III of the New York Heart Association classification of cardiac impairment. Pulmonary Hypertension in association with chronic lung disease is specifically excluded.

Other forms of hypertension (involving increased blood pressure) are specifically excluded.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Quadriplegia**

The total and permanent loss of function of the lower and upper limbs due to spinal cord injury or disease, or brain injury or disease.

**Stroke**

An acute neurological event caused by a cerebral or subarachnoid haemorrhage, cerebral embolism or cerebral thrombosis, where the following conditions are met:

- there is an acute onset of objective and ongoing neurological signs that last more than 24 hours, and
- findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.

Brain damage due to an accident, infection, reversible ischaemic neurological deficit, transient ischaemic attack, vasculitis or an inflammatory disease is excluded.

**Surgery to the Aorta**

Surgical repair to the aorta to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra-arterial procedures or other non-surgical techniques.

**Terminal Illness**

The diagnosis of the Covered Person with an Illness which, in the opinion of an appropriate medical specialist(s) approved by us, will result in the death of the Covered Person within 12 months of the diagnosis regardless of any treatment that may be undertaken.

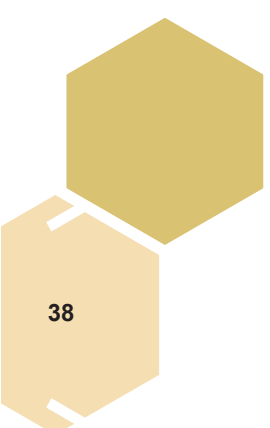
**Viral Encephalitis**

The diagnosis of the Covered Person with encephalitis due to direct viral infection of the central nervous system.

The encephalitis must produce neurological deficit causing permanent and significant functional impairment certified by a consultant neurologist. 'Significant' shall mean at least a 25% impairment of whole person function as defined in the most up to date edition of the AMA1 Guides to the Evaluation of Permanent Impairment at date of diagnosis.

Encephalitis in the presence of HIV infection is excluded.

1 Publisher: American Medical Associate.



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