



One Company  
Many Brands



# Suncorp Brighter Super<sup>TM</sup>

## Group Life Insurance Policy Document

Issued 30 May 2016

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## Part A – Policy Details

This document represents the updated terms of Group Insurance Policy No. 55001003 between Suncorp Life & Superannuation Limited (SLSL) (ABN 87 073 979 530, AFSL No. 229880) and Suncorp Portfolio Services Limited (ABN 61 063 427 958, AFSL No. 237905).

<b>Policy Name:</b>	Suncorp Brighter Super Group Life (previously known as “Suncorp WealthSmart Group Life”)
<b>Policy Owner:</b>	Suncorp Portfolio Services Limited ABN 61 063 427 958 in its capacity as Trustee of Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Policy Number:</b>	55001003
<b>Policy Commencement Date:</b>	17 April 2009 (Suncorp WealthSmart Group Life)
<b>Policy Re-issue date:</b>	12 August 2012 (Suncorp WeathSmart Group Life) 1 January 2014 (Suncorp WealthSmart Group Life) 1 July 2014 (Suncorp WealthSmart Group Life) 30 May 2016 (Suncorp Brighter Super Group Life)
<b>Policy Type:</b>	Superannuation
<b>Insured Fund:</b>	Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Transitional Period:</b>	Where an <i>Event</i> occurs in relation to a <i>Transitional Member</i> during the <i>Transitional Period</i> , the policy that will apply to the <i>Transitional Member</i> will be the terms and conditions determined as more favourable to the <i>Transitional Member</i> by <i>You</i> being either:  (a) the Suncorp WealthSmart Group Life Policy with a <i>Policy Re-issue Date</i> of 1 July 2014; or  (b) the <i>Policy</i> .

## Part B – Terms and Conditions

### Section 1 – Information about the policy

#### 1.1 Introduction

The following are the terms and conditions of the *Policy* including:

- a. the basis on which *We* agree to provide *Insurance Cover* to the *Insured Persons*; and
- b. the *Benefits* provided under the *Policy*; and
- c. the rights and responsibilities of *You* as *Policy Owner* and *Us*.

The *Insurance Cover* provided under the *Policy*, including when *Insurance Cover* starts and stops, is explained in **Section 2**.

Details of the *Benefits* provided under the *Policy*, limitations on these *Benefits* and how to claim a *Benefit* are detailed in **Section 3**.

The way insurance fees are calculated and paid is detailed in **Section 4**.

#### 1.2 Policy owner acknowledgement

*You* acknowledge in accepting the *Policy* that:

- a. *We* have relied on information provided by *You* and *Your* appointed representatives; and
- b. *You* have the power to enter into this arrangement.

#### 1.3 Interpretation

Various terms are in *italics*. *You* will find their meaning in **Section 5 – Glossary of terms**.

In these terms and conditions:

- a. words expressed in the singular include the plural and vice versa;
- b. the headings contained in these terms and conditions are for ease of reference only and do not form part of the text of the terms and conditions;
- c. a reference to a Legislative Act includes that Act, as amended, modified, or re-enacted from time-to-time and any legislation which supersedes that Act;
- d. a reference to writing in the *Policy* includes facsimile and email.

For the purposes of this definition it is agreed that an *Employer Benefit Summary* may consist of one or more documents and may vary in form between each *Employer*.

#### 1.4 Governing law

The *Policy* is subject to and governed by the laws of New South Wales.

#### 1.5 Statutory fund

The *Policy* is referable to Suncorp Life & Superannuation Limited (SLSL)'s Statutory Fund Number 1.

The assets of SLSL's Statutory Fund Number 1 will alone be responsible for the payment of *Benefits* under the *Policy*. All insurance fees in respect of the *Policy* will be credited to that fund and the payment of all insurance claims under the *Policy* will be paid from that fund.

The *Policy* is a non-participating policy which means it does not share in the distribution of any surplus of the SLSL's Statutory Fund Number 1. *You* and/or any *Insured Person* have no rights to the assets of the SLSL Statutory Fund Number 1.

## 1.6 Profit share

No profit share arrangement will be provided under the *Policy*.

## 1.7 Notices

Any notice between *You* and *Us*:

- a. must be in writing; and
- b. will be to the most recently advised address by *You* or *Us* as applicable.

## 1.8 Currency

All payments made in connection with the *Policy* must be made in Australian dollars.

## 1.9 Variation

Each application for *Insurance Cover* under the *Policy* which requires *Underwriting*, is an application by the *Policy Owner* to vary the *Policy*.

The *Policy Owner* must comply with the Duty of Disclosure explained in clause 1.11 of the *Policy* in relation to each such application and the *Eligible Person* who is the subject of the application must complete the insurance application form or such other form as *We* require, accurately.

If *We* accept the application for *Insurance Cover*, it means that *We* have agreed to vary the *Policy* for the purposes of Section 11(9) of the Insurance Contracts Act 1984 (Cth).

Other than *Our* acceptance of applications for *Insurance Cover* under the *Policy* which require *Underwriting*, any variation to the *Policy* must be made in writing in the form of an *Endorsement* to the *Policy* unless *We* agree another written form is appropriate.

*We* can vary the *Insurance Fee Rates* in accordance with clause 4.3.

## 1.10 Right to inspect your records

*We* reserve the right to inspect and take copy of any records held by *You* or *Your* agents or representatives which *We* believe are relevant to the *Policy*.

*We* will continue to reserve this right after the termination of the *Policy* until the later of two (2) years after termination of the *Policy* or the settlement of all claims under the *Policy*.

Should *We* need to do this, *We* will do so during normal business hours and give *You* reasonable notice of the inspection.

## 1.11 Duty of disclosure

Before *You* enter into the *Policy*, *You* have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to *Us* every matter that *You* know or could reasonably be expected to know, is relevant to *Our* decision whether to accept the risk of insurance and, if so, on what terms.

*You* have the same duty to disclose those matters to *Us* before *You* renew, extend, vary or reinstate the *Policy*. *Your* duty, however, does not require disclosure of a matter:

- a. that diminishes the risk to be undertaken by *Us*; or
- b. that is of common knowledge; or
- c. that *We* know, or in the ordinary course of business, ought to know; or
- d. as to which compliance with *Your* duty is waived by *Us*.

If *You* fail to comply with the Duty of Disclosure and *We* would not have entered into the *Policy*, or agreed to any variation of the *Policy*, on any terms if the failure had not occurred, *We* may avoid the *Policy* within 3 years of entering into it, or agreeing to the variation, as applicable. If the non-disclosure is fraudulent, *We* may avoid the *Policy* at any time.

We may elect not to avoid the *Policy* but to vary it by:

- (i) reducing the sum insured in accordance with a formula that takes into account the premium that would have been payable if *You* had complied with *Your* duty of disclosure; or
- (ii) placing *Us* in the position in which *We* would have been in if *You* had complied with *Your* duty of disclosure.

The options to vary the *Policy* are available to *Us* while cover under the *Policy* remains in force.

Where the *Policy* provides death cover, *We* may only apply i) above and must do so within 3 years of *You* entering into the contract with *Us*.

When entering into the *Policy*, this duty continues to apply until *Our* formal notification of acceptance of *Insurance Cover*. When making an application for *Insurance Cover* under the *Policy* which requires *Underwriting*, this duty applies to that application and continues until *Our* formal notification of acceptance of the application.

As the *Policy* is for insurance of the life of another person, any failure by him or her to tell *Us* a matter that he or she knows, or could reasonably be expected to know, is relevant to *Our* decision whether to accept an application for *Insurance Cover* which requires *Underwriting* and, if so, on what terms, may be treated as a failure by *You* to comply with *Your* duty of disclosure.

## 1.12 Duration

The *Policy* comes into force on the *Policy Commencement Date* and remain in force until the earliest of:

- a. *You* terminating the *Policy* by giving *Us* three (3) months written notice in advance of the *Policy Termination Date*; or
- b. *Our* terminating the *Policy* in accordance with clause 4.7 or clause 4.8; or
- c. the earliest of:
  - i. the date that the *Insured Fund* is wound up; or
  - ii. the date that the *Insured Fund* ceases to be a complying superannuation fund; or
  - iii. the payment of the final *Benefit* of the last *Insured Person*; or
- d. *We* terminate the *Policy* in accordance with *Our* legal rights.

## 1.13 No value on termination

The *Policy* has no value on termination.

## 1.14 Assignment of policy

The *Policy* can only be assigned in accordance with the Life Insurance Act 1995 (Cth), and with *Our* prior written consent.

If *We* allow the assignment, the assignee will be recorded as the new *Policy Owner* with all rights, powers, duties, obligations and privileges of the original *Policy Owner*.

## Section 2 – Eligibility for cover

### 2.1 Who can have insurance cover?

Only *Eligible Persons* may become *Insured Persons* under the *Policy*.

An *Eligible Person* is an *Australian Resident*, or a *Non-Australian Resident* holding a valid *Visa*, who:

- a. first satisfies the *Eligibility Conditions* and the applicable *Benefit* eligibility criteria below on the latest of:
  - i. the *Policy Commencement Date*; or
  - ii. the employer plan start date shown in an *Employer Benefit Summary*; or
  - iii. in the case of *Business Members* the date they became an *Employee*; and
- b. in relation to an increase in *Insurance Cover*;
  - i. satisfies the *Eligibility Conditions* and the applicable *Benefit* eligibility criteria specified below when the increase is to apply.

The *Benefit* eligibility criteria are:

- a. for *Life Cover*
  - i. Unless *We* otherwise agree, *Insurance Cover*, or increase in *Insurance Cover*, for death will only be available under the *Policy* to an *Eligible Person* who is:
    - i. at least fifteen (15) years of age; and
    - ii. *Gainfully Employed* by the *Employer*; and
    - iii. less than sixty five (65) years of age.
- b. for *Total and Permanent Disablement*
  - i. Unless *We* otherwise agree, if *TPD cover* is specified in an *Employer Benefit Summary* or provided as *Trustee Minimum Cover*, *Insurance Cover*, or an increase in *Insurance Cover*, for *TPD* will only be available to an *Eligible Person* who is:
    - i. at least fifteen (15) years of age; and
    - ii. *Gainfully Employed* by the *Employer* on a *Permanent Basis*; and
    - iii. less than sixty five (65) years of age (less than fifty six (56) years of age for *Business Members* with *Trustee Minimum Cover*).

The *Eligible Person* will not be provided *Insurance Cover*, or increase in *Insurance Cover*, if at the relevant time, they are entitled to payment of a *Benefit* for death or *TPD* or are in a waiting period for a *TPD Benefit* under the *Policy*, or similar benefit under any other insurance policy.

- c. When applying clause 2.1, *Eligible Persons* also include:
  - i. persons who are *Personal Members* who joined the *Insured Fund* as *Business Members* and later became *Personal Members*; and
  - ii. *Personal Members* who did not join the *Insured Fund* as *Business Members*.
- d. When applying clause 2.1 in the case of *Personal Members*:
  - i. the reference to the *Employer* does not apply; and
  - ii. for *Life Cover*, there will be no requirement for the *Personal Member* to be *Gainfully Employed*.
- e. When applying clause 2.1 in the case of *Trustee Minimum Cover* for *Business Members*, any reference to an *Employer Benefit Summary* does not apply.

## 2.2 When does insurance cover start?

*Insurance Cover* for an *Eligible Person* will commence under the *Policy* from the earliest of:

- a. the date that the person becomes an *Eligible Person* and satisfies the conditions of clause 2.3; or
- b. the date that the person becomes an *Eligible Person* and satisfies the conditions of clause 2.8; or
- c. the date *We* advise *You* that the *Eligible Person* has been *Underwritten* and accepted for *Insurance Cover* which is not provided under clause 2.3.

## 2.3 Automatic acceptance limit (AAL)

Clauses 2.3, 2.4, 2.5, 2.6, 2.7 only apply where *Benefit Formula Cover* is specified in an *Employer Benefit Summary*.

*We* will automatically provide an *Eligible Person* the lesser of the *Benefit Formula Cover* and the *AAL* specified in the *Employer Benefit Summary*, provided the *Eligible Person*:

- a. is *At Work* on the day that they first became an *Eligible Person*; and
- b. does not have an *Occupation* considered by *Us* to be an *Uninsurable Occupation*; and
- c. is nominated by *You* for *Insurance Cover* upon meeting the *Eligibility Conditions*.

An *Eligible Person* is entitled to be nominated by *You* once during the currency of their membership in the *Insured Fund* for *Insurance Cover*, subject to the terms and conditions of this *Policy*. If an *Insured Person* has more than one Suncorp Brighter Super superannuation account, they can only have *Insurance Cover* under the one account subject to *Us* having otherwise agreed with *You* in writing for an *Insured Person* to have *Insurance Cover* under more than one account.

If the *Eligible Person* is *Not At Work* on the date *Insurance Cover* would otherwise have commenced, the *Insurance Cover* automatically provided by *Us* will be for *New Events Cover* only. *New Events Cover* will apply until the *Insured Person* is *At Work* for sixty (60) consecutive days after that date, after which time *We* will automatically provide *All Events Cover*.

*Insurance Cover* provided under this clause will cease, effective from the *Commencement Date*, if the following has not been provided to the *Policy Owner* by the *Eligible Person's Employer*:

- a. the *Eligible Person's Personal Details*; and
- b. an initial contribution to cover insurance fees due in respect of the *Eligible Person*.

These requirements must be supplied to the *Policy Owner* by the *Eligible Person's Employer* within one hundred and thirty (130) days of the later of:

- a. the commencement of employment with the *Employer*; or
- b. the date the *Eligible Person* first satisfies the *Eligibility Conditions*.

## 2.4 When will an AAL apply?

An *AAL* will apply under the *Policy* if:

- a. the amount of the *AAL* shown in the *Employer Benefit Summary* is other than nil; and
- b. in respect of that *Employer*, at least 75% of those *Eligible Persons* who are both *Employees* and *Business Members*, are *Insured Persons* at the *Employer Benefit Summary Start Date* and at each subsequent *Review Date*.

## 2.5 Automatic increases in insurance cover

Any increase in *Insurance Cover* that is *Benefit Formula Cover* will be limited to the greater of the *AAL* or *Forward Underwriting Limit* that applies to the *Eligible Person*. The increase cannot be greater than 30% of the *Benefit Formula Cover* provided for that person in the previous twelve (12) month period.

*New Events Cover* will apply to the increased amount of *Insurance Cover* for any *Eligible Person* who is *Not At Work* on the date from which the increase applies until that person is *At Work* for sixty (60) consecutive days, after which time *All Events Cover* will apply.

## 2.6 Changes to the AAL

Subject to Clause 2.4(b) *We* may change the AAL at any time (which may include a reduction or withdrawal of AAL) by giving written notice to *You*. *Insurance Cover* that has already been accepted for an *Eligible Person* will not be affected by any reduction or withdrawal in the AAL.

## 2.7 Increases in the AAL

Where an AAL is increased under an *Employer Benefit Summary*, or a *Category* specified in that *Employer Benefit Summary*, *We* will automatically increase the amount of *Benefit Formula Cover* applicable for relevant *Eligible Persons* to the lesser of the new AAL and the amount of *Benefit Formula Cover* that applies to them, provided:

- a. they have not previously been declined or restricted for *Insurance Cover*; and
- b. they are *At Work* on the day the increase in *Insurance Cover* applies.

If the *Eligible Person* is *Not At Work* on the date from which the increase applies, *New Events Cover* will apply to the amount of increased *Insurance Cover* until that person is *At Work* for sixty (60) consecutive days, at which time *All Events Cover* will apply to the amount of increased *Insurance Cover*.

## 2.8 Trustee Minimum Cover

This clause does not apply to *Personal Members*.

Where:

- i. an *Eligible Person* is a member of a *Category* for which an *Employer* has not arranged any *Benefit Formula Cover*; or
- ii. an *Eligible Person* is a member of a *Category* for which an *Employer* has arranged *Benefit Formula Cover* for death, but not for *TPD*; or
- iii. an *Eligible Person* is a member of a *Category* where *Benefit Formula Cover* has been arranged, but no AAL applies,

then, for any *Benefit* where the *Eligible Person* has not been provided with *Insurance Cover* under clause 2.3, *We* will automatically provide an *Eligible Person* with *Trustee Minimum Cover* provided:

- a. they first became an *Eligible Person* after 31 December 2013; and
- b. the *Eligible Person* is *At Work* on the day that they first became an *Eligible Person*; and
- c. they do not have an *Occupation* considered by *Us* to be an *Uninsurable Occupation* for that *Benefit*; and
- d. *We* receive the following details: title, surname, given name, residential address, date of birth, gender, and the date employment commenced.

If the *Eligible Person* is *Not At Work* on the date *Insurance Cover* would otherwise have commenced, the *Insurance Cover* automatically provided by *Us* will be for *New Events Cover* only. *New Events Cover* will apply until the *Insured Person* is *At Work* for sixty (60) consecutive days after that date, after which time *We* will automatically provide *All Events Cover*.

*Insurance Cover* provided under this clause will cease, effective from the greater of the *Commencement Date*, if an initial contribution to cover insurance fees due in respect of the *Eligible Person* has not been provided to the *Policy Owner* within one hundred and thirty (130) days of the later of:

- a. the commencement of employment with the *Employer*; or
- b. the date the *Eligible Person* first satisfies the *Eligibility Conditions*.

*We* will request the following additional details from *You*: occupation, basis of employment (permanent, casual or contract), salary, hours worked per week.

Should the relevant information not be provided, *We* will assume that:

- i. the *Eligible Person* does not have an *Occupation* considered by *Us* to be an *Uninsurable Occupation* for either *Life Cover* or *TPD cover*. If *We* determine later that the *Eligible Person* did have an *Occupation* considered by *Us* to be an *Uninsurable Occupation*, *Life Cover* and/or *TPD cover* (as appropriate) under this clause will cease, effective from the *Commencement Date*.
- ii. the *Eligible Person* is *Gainfully Employed* on a *Permanent Basis*; and
- iii. for pricing purposes, the *Eligible Person* is employed in a *Heavy Blue Collar Occupation*.

If *We* later receive evidence that the *Eligible Person* is employed in a different *occupation Category*, *We* will alter pricing to reflect their circumstances.

### 2.8.1 Amount of Trustee Minimum Cover

This clause does not apply to *Personal Members*.

The amount of *Life Cover* provided by *Trustee Minimum Cover* will be:  
 $\$1,750 \times (65 - \text{current age})$

The amount of *TPD cover* provided by *Trustee Minimum Cover* will be:  
 $\$250 \times (56 - \text{current age})$

*Trustee Minimum Cover* cannot be selected as a benefit design for *Benefit Formula Cover*.

## 2.9 Change in employment status

This clause does not apply to *Personal Members*.

Where an *Eligible Person* changes *Category* due to a change in their employment status, to a *Permanent Basis* while continuing to be employed by the *Employer*, Clause 2.3 will not apply to the *Eligible Person* from the date of the change. The *Eligible Person* will need to apply for *Insurance Cover* subject to *Underwriting* in accordance with clause 2.10.

Any existing *Member Selected Insurance Cover* can be retained.

## 2.10 Insurance cover subject to underwriting

*Insurance Cover* for *Eligible Persons* will be subject to *Underwriting* if:

- a. they do not satisfy the conditions for *Insurance Cover* under the *AAL* and do not satisfy the conditions for provision of *Trustee Minimum Cover*; or
- b. they are *Not At Work* on the day *Insurance Cover* under an *AAL* or *Trustee Minimum Cover* commences and *All Events Cover* is applied for prior to the expiry of the sixty (60) day *At Work* qualification period for *All Events Cover*; or
- c. their *Benefit Formula Cover* exceeds the *AAL* or any *Forward Underwriting Limit* in which case an application and *Underwriting* will be required for the amount of *Insurance Cover* that exceeds the *AAL* or the *Forward Underwriting Limit*; or
- d. the increase in *Benefit Formula Cover* in the previous twelve (12) month period exceeds 30%, in which case an application and *Underwriting* will be required for the amount of the increase in *Insurance Cover* above 30%; or
- e. they become eligible for *TPD cover* in accordance with clause 2.9 of the *Policy*; or
- f. they are applying for *Member Selected Insurance Cover*.

## 2.11 Commencement of underwriting

*Underwriting* will not commence until *We* have received from the *Eligible Person* an insurance application form or other form as *We* require, completed to *Our* satisfaction. *We* will notify *You* of any other requirements for *Underwriting*.

*Underwriting* will not be completed until all the information *We* have requested has been received by *Us*. *We* may request new health information if *We* do not receive all the information *We* require to complete the *Underwriting* within ninety (90) days of *Our* receipt of an insurance application form or other form as *We* require, completed to *Our* satisfaction from the *Eligible Person*.

## 2.12 Underwriting terms of acceptance

Where an *Eligible Person* has applied for *Insurance Cover* or an increase in *Insurance Cover*, We will notify You of any *Insurance Cover* accepted on standard terms. *Insurance Cover* on standard terms will commence immediately upon acceptance by Us.

If We are not prepared to accept *Insurance Cover* for an *Eligible Person* on standard terms, We may consider providing *Insurance Cover* subject to restrictions, insurance fee loadings (even though these may not be charged under the *Policy*), or exclusions being imposed on the amount of *Underwritten Insurance Cover*.

In such cases, We will provide You and the *Eligible Person* with written notification of the modified terms that We propose. The *Eligible Person* will then have a period of thirty (30) days, from the date of Our notification, to provide written agreement to the modified terms and a statement regarding any change in health/circumstances.

The *Insurance Cover* will commence on the date specified if We advise You of Our acceptance of the application by the *Eligible Person* for *Insurance Cover* on the modified terms.

Where an *Eligible Person* has applied for *Insurance Cover* or an increase in *Insurance Cover*, We will notify You and the *Eligible Person* of any *Insurance Cover* declined.

## 2.13 Underwriting costs

We will pay all reasonable costs for providing the information We require for *Underwriting* of an *Eligible Person*.

Any costs incurred outside Australia in connection with the *Underwriting* of an *Eligible Person* must be paid for by the *Eligible Person*. We may reimburse these costs at Our discretion.

## 2.14 Interim accident cover (IAC)

If *Underwriting* applies to all or part of the *Insurance Cover*, We will provide *IAC* subject to the terms in Clause 2.14.

*IAC* applies where the *Eligible Person* suffers an *Accident* after *IAC* starts and before *IAC* ceases and:

- a. in the case of *Life Cover*, the *Eligible Person* dies as a direct result of the *Accident* within ninety (90) days of the date of the *Accident*; or
- b. in the case of *TPD* cover (if applicable), the *Eligible Person* is *TPD* as a direct result of the *Accident* and the *Date of Disablement* leading to *TPD* occurs within ninety (90) days of the date of the *Accident*.

The *IAC* will be for the following amount:

- a. for death – the lesser of:
  - i. the amount of *Life Cover* being *Underwritten* for the *Eligible Person*; or
  - ii. the sum of \$1,000,000.
- b. for *TPD* (if applicable) – the lesser of:
  - i. the amount of *TPD* cover being *Underwritten* for the *Eligible Person*; or
  - ii. the sum of \$500,000.

We will not pay *IAC* if death or *TPD* is caused directly or indirectly by an intentional self-inflicted act.

Payment is subject to Clause 3.5.

### 2.14.1 When does *IAC* start?

*IAC* for *Insurance Cover* being *Underwritten* starts on the date that We receive an insurance application form or other form as We require, completed to Our satisfaction, by an *Eligible Person* who applies for *Insurance Cover* that is subject to *Underwriting*.

## 2.14.2 When does IAC cease?

IAC ceases on the first to occur of the following:

- a. the date ninety (90) days after the date the IAC commenced; or
- b. the date We accept the Insurance Cover which is subject to Underwriting; or
- c. the date We decline the Insurance Cover which is subject to Underwriting; or
- d. the date the Eligible Person withdraws their application for Insurance Cover or ceases to be an Eligible Person; or
- e. the date the Eligible Person reaches the Benefit Expiry Age; or
- f. the date the Eligible Person dies or becomes Totally and Permanently Disabled; or
- g. the date a Terminal Illness Benefit is paid; or
- h. the date an IAC Benefit is paid or becomes payable to the Eligible Person; or
- i. the Policy Termination Date.

IAC will not apply if the Eligible Person applies for Insurance Cover or an increase in Insurance Cover within twelve (12) months of a period of IAC ceasing for the Eligible Person under the Policy.

## 2.15 Overseas cover

Subject to payment of insurance fees, Insurance Cover continues while an Insured Person is on holiday overseas.

Subject to payment of insurance fees, We will provide Insurance Cover for Eligible Persons temporarily working overseas if:

- a. We have agreed to provide this Insurance Cover for Business Members if specified in an Employer Benefit Summary; or
- b. where an Eligible Person is intending to work overseas and:
  - i. We are notified prior to their departure from Australia; and
  - ii. We provide Our written agreement to continue to provide Insurance Cover; and
  - iii. any conditions of cover that We may apply continue to be met during the period overseas.

## 2.16 While on paid leave

Subject to clause 2.15 and the continued payment of insurance fees, Insurance Cover will continue to be provided for an Insured Person on paid leave.

## 2.17 While on leave without pay

Clause 2.17 does not apply to Personal Members.

Subject to clause 2.15, while on Leave Without Pay, Insurance Cover provided for a Business Member who is an Insured Person immediately prior to going on Leave Without Pay can continue for a period of up to one (1) year, subject to:

- a. the continuation of insurance fee payments for the Insured Person; and
- b. the Salary used to calculate Salary based Benefits is the Salary applicable to the Insured Person on their last working day prior to going on Leave Without Pay; and
- c. if the Insured Person is insured for TPD, where the Date of Disablement occurs during the agreed Leave Without Pay period, the definition of TPD to be applied is that which applied to the Insured Person on their last working day prior to the Leave Without Pay period commencing; and
- d. if the Insured Person is insured for TPD, where the Date of Disablement occurs after an agreed period of Leave Without Pay, and the Insured Person has not returned to work on a Permanent Basis, the definition of TPD which will need to be satisfied by the Insured Person will be TPD (Activities of Daily Living) or TPD (Specific Loss); and
- e. any request for an extension of the Leave Without Pay period for the Insured Person being made to Us in writing at least seven (7) days prior to the expiry of the previously agreed period of Leave Without Pay.

Any extension of the *Leave Without Pay* period will be subject to agreement by *Us* in writing.

## 2.18 When insurance cover ceases

An *Insured Person's Insurance Cover* will cease under the *Policy* upon the earliest of the following:

- a. subject to clause 2.19, the *Policy Termination Date*; or
- b. the date they attain the *Benefit Expiry Age*; or
- c. the date they leave the *Insured Fund*; or
- d. the date they die; or
- e. the date a *Terminal Illness Benefit* is paid or becomes payable for them that is equal to their *Life Cover*; or
- f. in respect of a *TPD Benefit*, the date a *Terminal Illness Benefit* is paid or becomes payable for them; or
- g. the date a *TPD Benefit* is paid or becomes payable for them; or
- h. in respect of *IAC*, the date *IAC* ceases as described in Clause 2.14.2;
- i. the date they leave their *Employer* with a nil account balance in the *Insured Fund*; or
- j. the day before they join the armed forces of any country or international organisation (this does not include routine activities with the Reserve Forces of the Australian Army or the Royal Australian Air Force or the Royal Australian Navy, however, it does include deployment on active service with permanent members of these armed forces); or
- k. the date any conditions of *Insurance Cover* during a period overseas are no longer being met; or
- l. the date any conditions of *Insurance Cover* during a period of *Leave Without Pay* are no longer being met; or
- m. for an *Insured Person* changing *Category*, any *Benefit Formula Cover* or *Trustee Minimum Cover* which exceeds the *Benefit Formula Cover* or *Trustee Minimum Cover* of the *Insured Person* under the new *Category*, on the date the *Insured Person* changes *Category*; or
- n. the date thirty (30) days after *We* have advised that the *Insurance Cover* for an *Insured Person* (or all *Insured Persons* employed by an *Employer*) will cease because the insurance fee owing in respect of that *Insurance Cover* has not been received by *Us* within thirty (30) days of the due date; or
- o. the date *We* are advised in writing that an *Insured Person* no longer wishes to be an *Insured Person* under the *Policy*; or
- p. if an *Insured Person* has *Insurance Only Cover* and they cease to be employed by their *Employer*; or
- q. for a *Non–Australian Resident*, the first to occur of:
  - i. the expiry date of a valid *Visa*; or
  - ii. the date that the person has permanently departed Australia.

## 2.19 When the policy ends

*Insurance Cover* will cease on the *Policy Termination Date* for all *Insured Persons* who are *At Work* on that date. Where an *Insured Person* is *Not At Work* on the *Policy Termination Date*, *Life Cover* will cease at midnight on the *Policy Termination Date* and *TPD* cover will cease on the first to occur of:

- a. the date the *Insured Person* is first able to satisfy the *At Work* definition after the *Policy Termination Date*; or
- b. the date replacement cover is provided by a new insurer.

## 2.20 Automatic continuation of insurance cover

### 2.20.1 Business members who are insured persons

If, on the date a *Business Member* who is an *Insured Person* ceases to be an *Employee* (*Cessation Date*) and the *Insured Person* has not attained the *Benefit Expiry Age*, that person will automatically become a *Personal Member* on the date *We* are notified by the *Employer* and their *Insurance Cover* will continue subject to the following:

- a. the person must be an *Australian Resident* and have a positive account balance in the *Insured Fund* at the *Cessation Date*; and

- b. the *Insurance Cover* for *Life Cover* and *TPD* (if applicable) will be a fixed sum insured equal to the *Insurance Cover* immediately prior to the *Cessation Date*; and
- c. insurance fees will be based on the person's previous occupational classification, with the option to request a reclassification from *Us*; and
- d. the same exclusions and insurance fee loadings that applied to the person's *Insurance Cover* under the *Policy* continue to apply; and
- e. the insurance fees will default to smoker *Insurance Fee Rates for Personal Members* and the person will be asked to contact *Us* if he or she is a non-smoker; and
- f. the person will be asked to advise the *Policy Owner* (who will need to advise *Us*) if there has been a significant change in *Occupation* and, if so, the *Insurance Fee Rates* may be adjusted; and
- g. the *Insurance Cover* will continue until such time as it ceases under clause 2.18.

## 2.20.2 Business members who are not insured persons

This sub-clause only applies if an *Employer Benefit Summary* so indicates.

If, on the date that a *Business Member* who is not an *Insured Person* ceases to be an *Employee* before attaining the *Benefit Expiry Age* (New Cover Date), that person will automatically become an *Personal Member* on the New Cover Date, and will be provided with the nearest equivalent *Benefit* and amount of *Insurance Cover* under the *Policy* as previously insured (by another insurer – the Previous Insurer) under the *Insured Fund* subject to the following:

- a. the person must be an *Australian Resident* at the New Cover Date; and
- b. the cover provided by the *Previous Insurer* under the *Insured Fund* has stopped; and
- c. the *Insurance Cover* provided under the *Policy* will be a fixed sum; and
- d. insurance fees will be based on the occupational classification (and subject to any high risk occupation loadings) that *We* apply; and
- e. continuation of the same exclusions and insurance fee loadings applied by the *Previous Insurer*; and
- f. the insurance fees will default to smoker *Insurance Fee Rates for Personal Members* and the person will be asked to contact *Us* if he or she is a non-smoker
- g. the person will be asked to advise the *Policy Owner* (who will need to advise *Us*) if there has been a significant change in *Occupation* and, if so, *We* may adjust the *Insurance Fee Rates*; and
- h. *Insurance Cover* will continue until such time as it ceases under clause 2.18.

## 2.21 Reinstatement of insurance cover

*Benefit Formula Cover* or *Trustee Minimum Cover* will be reinstated for a *Business Member* without *Underwriting* in the following circumstances:

- a. Where *Benefit Formula Cover* or *Trustee Minimum Cover* for a *Business Member* ceased in accordance with clause 2.18(j), and the person was a member of the Australian Reserve Forces deployed on active service with permanent members of the armed forces, the amount and type of *Benefit Formula Cover* or *Trustee Minimum Cover* they had immediately prior to its cessation, will be reinstated as *New Events Cover* only after their return to work with the *Employer*, and subject to all the following:
  - i. the *Business Member* has not ceased to be an *Employee* of the *Employer* at any time since *Benefit Formula Cover* or *Trustee Minimum Cover* ceased in accordance with clause 2.18(j); and
  - ii. the *Business Member* returns to work with the *Employer* within twelve (12) months of the date their *Benefit Formula Cover* or *Trustee Minimum Cover* ceased in accordance with clause 2.18(j); and
  - iii. the *Business Member* satisfies the definition of *At Work* for sixty (60) consecutive days from the day they return to work; and
  - iv. the *Business Member* is not residing in a country which *We* consider makes that person an uninsurable risk; and
  - v. the *Category* for the *Business Member* remains the same as that which previously applied to the person on the date before *Benefit Formula Cover* or *Trustee Minimum Cover* ceased in accordance with Clause 2.18(j); and
  - vi. the recommencement of insurance fee payments for the *Business Member*.

If *New Events Cover* is provided under this Clause, it will change to *All Events Cover* after the *Business Member* has been continually *At Work* for six (6) consecutive months from the date they returned to work with the *Employer* after deployment on active service with permanent members of the armed forces.

- b. Where a *Business Member* has returned to work with the *Employer* no later than the day after an agreed period of *Leave Without Pay*, during which time insurance fees have not been paid, the *Benefit Formula Cover* or *Trustee Minimum Cover* they had prior to its cessation will be reinstated subject to all the following:
  - i. the *Business Member* has not ceased to be an *Employee* of the *Employer* at any time since *Benefit Formula Cover* or *Trustee Minimum Cover* ceased; and
  - ii. the *Business Member* satisfies the definition of *At Work* on the day they return to work with the *Employer*; and
  - iii. the *Business Member* is not residing in a country which *We* consider makes that person an uninsurable risk; and
  - iv. the *Category* for the *Business Member* remains the same as that which previously applied to the person on the date before *Benefit Formula Cover* ceased; and
  - v. the recommencement of insurance fee payments for the *Eligible Person*.
- c. Where a *Business Member* has returned to Australia after having worked overseas and not been provided *Benefit Formula Cover*, the *Benefit Formula Cover* they had, prior to its cessation, will be reinstated subject to all the following:
  - i. the *Business Member* has not ceased to be an *Employee* of the *Employer* at any time since *Benefit Formula Cover* ceased; and
  - ii. the *Business Member* satisfies the definition of *At Work* on the day they return to work with the *Employer*; and
  - iii. the *Category* for the *Business Member* remains the same as that which previously applied to the person on the date before *Benefit Formula Cover* ceased; and
  - iv. the recommencement of insurance fee payments for the *Eligible Person*.

## 2.22 Takeover terms

*Takeover Terms* apply where specified in an *Employer Benefit Summary*. Unless otherwise specified in the *Employer Benefit Summary*, the *Takeover Terms* which apply are those set out in FSC Guidance Note No. 11 Group Insurance Takeover Terms, as amended from time to time.

*We* must receive the data that *We* request in respect of the *Transferred Persons* within ninety (90) days of the *Transfer Date* for *Us* to continue to provide the level of *Transferred Cover* formerly provided by the previous insurer. Where *We* have not received confirmation of levels and types of cover and any exclusions and/or insurance fee loadings from the *Previous Insurer* within ninety (90) days of the *Transfer Date*, *We* reserve the right to only provide *Insurance Cover* up to the *AAL*, subject to clause 2.3.

For the avoidance of doubt, this clause does not apply to any *Benefits* where the *Insurance Cover* provided before the transfer is *Trustee Minimum Cover*.

For the avoidance of doubt, *We* will not offer *Takeover Terms* to members from another fund who are individually underwritten. This clause 2.22 applies to *Transferred Persons* only.

## 2.23 Occurrence of *Event* and applicable terms

For the avoidance of doubt, where an *Event* has occurred in relation to an *Insured Person* prior to 30 May 2016, the terms and conditions that will apply in respect of the *Insured Person* will be the terms and conditions of the relevant policy that applied to the *Insured Person* at the time of the *Event*.

## Section 3 – Benefits

In **Section 3** We set out details of the *Benefits of Insured Persons*, the limitations on those *Benefits* and the management of claims.

### 3.1 Benefit payment

We will provide *Insurance Cover* in accordance with the *Benefit type*, *Benefit Formula Cover* and the *Maximum Benefit Limits* for *Eligible Persons*, subject to clause 2.3 and *Our* written acceptance of any *Insurance Cover* subject to *Underwriting*, as follows:

Benefit Type	What does the cover provide?	When is the benefit payable?
Life Only	A lump sum payment	When an <i>Insured Person</i> dies or suffers from a <i>Terminal Illness</i> , before cover ceases.
Life and Total and Permanent Disablement (TPD)	A lump sum payment	When an <i>Insured Person</i> dies, suffers from a <i>Terminal Illness</i> or becomes <i>Totally and Permanently Disabled</i> , before cover ceases.

We will only pay a *Benefit* under the *Policy*:

- a. in accordance with these terms and conditions; and
- b. subject to *Our* right to require an *Insured Person* who submits a claim for *TPD* or a *Terminal Illness Benefit* while overseas to return to Australia for assessment of the claim.

### 3.2 Calculation of a benefit payment

In the event that a *Benefit* is payable, the *Benefit* is the sum of:

- a. any *Benefit Formula Cover*; and
- b. any *Trustee Minimum Cover*; and
- c. any *Member Selected Insurance Cover*, which *We* have accepted, the amount of which is determined at the *Benefit Calculation Date*.

### 3.3 Terminal illness benefit

Where a *Terminal Illness Benefit* has been paid or becomes payable for an *Insured Person*, *Insurance Cover* for *Life Cover* will be reduced by the amount of *Terminal Illness Benefit* paid and *Insurance Cover* for *Total and Permanent Disablement Benefits* will cease.

### 3.4 Benefit limitations

#### 3.4.1 Misstatement of age

If the age of an *Insured Person* has been misstated, the *Benefit* in respect of that *Insured Person* will be re-calculated to reflect the *Benefit* that the insurance fee paid would have purchased if it had been calculated using the correct age. If the recalculated benefit:

- a. is less than the *Benefit* which applied before the re-calculation, the *Benefit* will be reduced; or
- b. if the recalculated benefit is greater than the *Benefit* which applied before the re-calculation, the *Benefit* will be remain the same, but any overpaid insurance fees due to an overstatement of age will be refunded.

#### 3.4.2 Self-inflicted act

In respect of:

- a. *Insurance Cover* which is *Underwritten* and accepted; or

- b. an increase in *Insurance Cover* (but only in respect of the increase) which is other than *Benefit Formula Cover*; or
- c. *Insurance Cover* which is reinstated,

the *Benefit* will not be paid where death or *TPD* is caused, directly or indirectly, by an intentional self-inflicted act which occurred within thirteen (13) months of the date such *Insurance Cover* was *Underwritten* and accepted, increased or reinstated, as applicable.

### 3.4.3 Maximum benefit limit

We will limit *Benefits* for an *Insured Person* to the *Maximum Benefit Limit*. Where the *Insured Person* has a death or *TPD Benefit* under other policies issued by *Us*, We may reduce any *Benefit* payable so that the sum of all such cover does not exceed the *Maximum Benefit Limit*.

The *Maximum Benefit Limits* are as follows:

- a. Life - \$5,000,000;
- b. *TPD* - \$3,000,000;
- c. *Terminal Illness* – \$3,000,000.

## 3.5 Claims

### 3.5.1 Payment of a claim

Payment of a claim will be made subject to *Us* admitting liability, satisfaction of *Our* claim requirements and adherence to relevant legislative requirements. *Benefit* payments will be made to *You* in respect of the *Insured Person*.

### 3.5.2 Claim notification

*You* must notify *Us* in writing of a claim or a potential claim as soon as is reasonably practicable, but no later than twelve (12) months from the date of death or *Date of Disablement* as applicable. If *Our* interests are prejudiced due to delay in notification of a claim or potential claim, *We* may reduce the *Benefit* or not pay the claim.

### 3.5.3 Requirements for assessment of a claim

It is a condition of payment of any *Benefit* that *You* and the *Insured Person* (or the *Insured Person's* legal personal representative or beneficiary), provide *Us* with such evidence to substantiate the claim as *We* may reasonably require. This may include a medical report provided by a *Medical Practitioner*, the cost of which must be paid by *You*, or the *Insured Person*. Satisfactory proof of age will be required prior to any *Benefit* payment.

In respect of a *TPD Benefit*, the *Insured Person* must submit to the medical examination(s) conducted by the *Medical Practitioner(s)* appointed by *Us* at *Our* expense (other than medical costs incurred overseas). If the *Insured Person* fails to attend any pre-arranged medical consultations, the *Insured Person* may be liable to pay any fees incurred as a result.

In respect of a *Terminal Illness Benefit*, the *Insured Person* must, at their own expense, provide *Us* with a medical report from a specialist *Medical Practitioner* in support of their claim. If *We* require an opinion from one of *Our* approved specialist *Medical Practitioners*, *We* will do so at *Our* expense.

Any costs associated with the provision of evidence initiated by the *Insured Person* or some other person in the course of a claim assessment or dispute of an assessment will be payable by the *Insured Person* or that other person.

Where *We* have agreed to provide *Insurance Cover* for an *Eligible Person* who is:

- a. temporarily employed overseas; or
- b. travelling overseas during paid leave or *Leave Without Pay*; and

the *Insured Person* makes a claim for *TPD* or a *Terminal Illness Benefit*, *We* may require the *Insured Person* to return to Australia for medical assessment. Medical costs incurred overseas, as well as any costs incurred in returning to Australia for medical assessment, will be at the expense of the *Insured Person*.

## Section 4 – Insurance Fees

### 4.1 What will insurance cover cost?

The insurance fee in respect of each *Insured Person* are calculated in accordance with the *Insurance Fee Rates* as varied in accordance with clause 4.3.

Insurance fees are payable on a monthly basis unless otherwise specified in relation to *Insured Persons* employed by an *Employer* in an *Employer Benefit Summary*.

Where insurance fees are paid other than on a monthly basis, the *Insurance Fee Rates* may be adjusted to reflect the alternate insurance fee frequency and set out in the applicable *Employer Benefit Summary*.

Where a *Business Member* becomes a *Personal Member* under Clause 2.19, the *Insurance Fee Rates* for *Personal Members* will apply.

### 4.2 When will insurance fees be calculated and paid?

#### 4.2.1 Payment period

Insurance fees are payable directly to *Us* in full, from the *Commencement Date*, and shall be calculated for each *Insured Person*:

- a. if payable on a monthly basis, at the end of each month; or
- b. if not payable on a monthly basis, as specified in the *Employer Benefit Summary*.

Adjustments to insurance fees may apply where:

- a. where the *Commencement Date* for a new *Insured Person* precedes the first day of the payment period in which the first insurance fee is determined for the new *Insured Person*; or
- b. where the cover for an *Insured Person* ceased prior to the start of the payment period.
- c. we accept an application from the *Insured Person* for an increase in *Insurance Cover*.

And, if so adjustments will be prorated against the monthly insurance fee due in arrears and the adjusted amount will be debited accordingly.

Insurance fees (including any insurance fee adjustments) are payable within thirty (30) days of the end of the applicable payment period.

Insurance fees for *Personal Members* are payable on a monthly basis.

#### 4.2.2 Policy termination date

Insurance fees are payable directly to *Us* in full up to and including the *Policy Termination Date* (or such earlier cover *Cessation Date* for an *Insured Person*).

Insurance fees (including any insurance fee adjustments) are payable within thirty (30) days of the end of the month in which the *Policy* is terminated.

### 4.3 When can we vary the rates?

We can vary the *Insurance Fee Rates* by giving *You* three (3) months written notice. Where an *Insurance Fee Rate Guarantee Expiry Date* is specified in an *Employer Benefit Summary*, We will not increase *Insurance Fee Rates* prior to the *Insurance Fee Rate Guarantee Expiry Date* unless:

- a. *You* request and *We* agree to a variation of the terms of the *Policy*; or
- b. there has been a variance of 25% or more in the profile of *Insured Persons* (number or occupations) of an *Employer* since

- the commencement of any *Insurance Fee Rate Guarantee Period* applying in respect of that *Employer*; or
- c. Clause 4.5 applies; or
  - d. Clause 4.6 applies.

#### **4.4 Government taxes and charges**

We will pass onto the *Policy Owner* any government taxes and charges (such as stamp duty) which *We* incur in relation to the *Policy* and which are not included in the *Insurance Fee Rates*.

#### **4.5 Variation of insurance fees due to changes in government charges**

We reserve the right to increase *Insurance Fee Rates* under the *Policy* in respect of any or all *Insured Persons* in the event of any change in the past, existing or future Government charges relating to the *Policy*.

Any such increases shall apply from the date of commencement of the change in the Government charges, even if such date is before the date of the written notification to *You*.

#### **4.6 Variation of insurance fees due to war**

We reserve the right to increase *Insurance Fee Rates* under the *Policy* in respect of any or all *Insured Persons* upon written notification to *You* in the event of any *War* which involves Australia, New Zealand, or the country of residence of any *Insured Person*. Any such increase in insurance fees will be effective from the date of *Our* written notice to *You*.

Should that right be exercised and *You* fail to pay the required increase in insurance fee, *We* reserve the right to reduce the *Benefit* to reflect the *Benefit* that would have been payable if the insurance fee adjustment due to *War* had not been paid.

#### **4.7 Unpaid insurance fees**

If insurance fees are not paid within thirty (30) days of the due date, *We* will provide *You* with thirty (30) days written notice that *We* will terminate the *Policy* if the insurance fees continue to remain unpaid.

#### **4.8 Non-receipt of information**

If the insurance fee cannot be calculated because the *Policy Owner* has not provided *Us* with adequate information for this purpose within a reasonable time frame, *We* may calculate a provisional insurance fee based on the data *We* have available to *Us*, or provide *You* with thirty (30) days notice of *Our* intention to terminate the *Policy* if *We* do not receive the information within that thirty (30) day period.

## Section 5 – Glossary of Terms

Term	Definition
Accident	means the occurrence of an <i>Injury</i> .
All Events Cover	means <i>Insurance Cover</i> provided for death or <i>TPD</i> arising from an <i>Illness</i> or <i>Injury</i> regardless of the date the <i>Illness</i> first became apparent or the date the <i>Injury</i> occurred.
At Work	<p>means the <i>Eligible Person</i> was actively performing all the duties of his or her <i>Occupation</i> with the <i>Employer</i>, and was not in receipt of and/or entitled to claim income replacement benefits from any source including workers' compensation, motor accident compensation, statutory compensation, Centrelink or similar government body or any other policies of insurance or superannuation funds.</p> <p>Where an <i>Eligible Person</i> was on approved leave they must have been capable of performing all the duties of their regular <i>Occupation</i> had they not been on approved leave. An <i>Eligible Person</i> who did not meet these requirements is <i>Not At Work</i>.</p>
Australian Resident	means a citizen or permanent resident of Australia or a citizen or permanent resident of New Zealand living in Australia.
Automatic Acceptance Limit (AAL)	For <i>Business Members</i> where specified in an <i>Employer Benefit Summary</i> . No <i>AAL</i> applies in relation to <i>Personal Members</i> .
Benefit	<p>means <i>Life Cover</i> only; or <i>Life and TPD Cover</i>.</p> <p>The type of <i>Benefit</i> which applies in the case of <i>Business Members</i> who are <i>Insured Persons</i>, is that specified in an <i>Employer Benefit Summary</i>, as well as any other <i>Insurance Cover</i> following the provision of <i>Trustee Minimum Cover</i> or successful <i>Underwriting</i>.</p> <p>The type of <i>Benefit</i> which applies in the case of a <i>Personal Member</i> following a successful <i>Underwriting</i> assessment of an application for <i>Insurance Cover</i>, is that specified in the notice <i>We</i> issue after the <i>Underwriting</i> assessment.</p> <p>The type of <i>Benefit</i> which applies in the case of an <i>Insured Person</i> who became a <i>Personal Member</i> in accordance with clause 2.20, is that determined in accordance with clause 2.20.</p>
Benefit Calculation Date	<p>means the latest of:</p> <ol style="list-style-type: none"> <li>the date of commencement of <i>Insurance Cover</i> for the <i>Insured Person</i>; or</li> <li>in the case of a death <i>Benefit</i>, the last <i>Review Date</i> prior to the date of death of the <i>Insured Person</i>; or</li> <li>in the case of <i>TPD Benefit</i>, the last <i>Review Date</i> prior to the <i>Date of Disablement</i> of the <i>Insured Person</i>;</li> </ol> <p>except, in the case of <i>Business Members</i>, unless otherwise specified in an <i>Employer Benefit Summary</i>.</p>
Benefit Expiry Age	<p>means:</p> <ol style="list-style-type: none"> <li>for <i>Insurance Cover</i> that is not <i>Trustee Minimum Cover</i>: <ol style="list-style-type: none"> <li>age 70 for <i>Life Cover</i>; and</li> <li>age 65 for <i>TPD</i></li> </ol> </li> </ol> <p>unless, in the case of <i>Business Members</i>, as otherwise specified in an <i>Employer Benefit Summary</i>; and</p> <ol style="list-style-type: none"> <li>for <i>Trustee Minimum Cover</i>: <ol style="list-style-type: none"> <li>age 65 for <i>Life Cover</i>; and</li> <li>age 56 for <i>TPD</i>.</li> </ol> </li> </ol>
Benefit Formula Cover	<p>means for <i>Business Members</i>, as specified in an <i>Employer Benefit Summary</i>.</p> <p><i>Benefit Formula Cover</i> does not apply for <i>Personal Members</i>.</p>
Business Members	means members of the <i>Insured Fund</i> who are <i>Employees</i> of an <i>Employer</i>
Category	means a grouping of <i>Employees</i> which have some commonality in the workplace in respect of their employment status and/or <i>Occupation</i> .
Cessation Date	means the date <i>We</i> are notified by the <i>Employer</i> that an <i>Insured Person</i> ceased being an <i>Employee</i> .

<b>Commencement Date</b>	means the date an <i>Insured Person's Insurance Cover</i> (or, when the context requires, increase in <i>Insurance Cover</i> ) commences in accordance with the terms and conditions of the <i>Policy</i> .
<b>Date of Disablement</b>	means the date from which a <i>Medical Practitioner</i> certifies that the person is no longer able to work because of <i>Illness</i> or <i>Injury</i> .
<b>Eligibility Conditions</b>	means conditions for eligibility for <i>Insurance Cover</i> and for <i>Business Members</i> , are specified in an <i>Employer Benefit Summary</i> .  For <i>Personal Members</i> , <i>Eligibility Conditions</i> means: <ul style="list-style-type: none"> <li>a. be an <i>Australian Resident</i>, or a <i>Non-Australian Resident</i> holding a valid <i>Visa</i>; and</li> <li>b. be at least fifteen (15) years of age and less than sixty five (65) years of age; and</li> <li>c. for <i>Total and Permanent Disablement</i>, be <i>Gainfully Employed</i> on a <i>Permanent Basis</i>.</li> </ul>
<b>Eligible Person</b>	is a person who satisfies the conditions specified in clause 2.1.
<b>Employee</b>	means a person who is <i>Gainfully Employed</i> by the <i>Employer</i> .
<b>Employer</b>	means a corporation or entity participating in the <i>Insured Fund</i> as an <i>Employer</i> of <i>Business Members</i> .
<b>Employer Benefit Summary</b>	means the benefit details specific to each <i>Employer</i> agreed with <i>Us</i> in writing and forming part of the <i>Policy</i> . Where an <i>Employer</i> has not sought its own insurance from <i>Us</i> , that <i>Employer</i> will not have an <i>Employer Benefit Summary</i> .  In relation to a particular <i>Employee</i> , or a particular <i>Business Member</i> , it means the <i>Employer Benefit Summary</i> and any written agreement from <i>Us</i> referable to that person's <i>Employer</i> .  For the purposes of this definition it is agreed that an <i>Employer Benefit Summary</i> may consist of one or more documents and may vary in form between each <i>Employer</i> .
<b>Employer Benefit Summary Start Date</b>	is the date specified in the <i>Employer Benefit Summary</i> .
<b>Endorsement</b>	is any written amendment to the <i>Policy</i> agreed between <i>You</i> and <i>Us</i> and issued to <i>You</i> by <i>Us</i> from time to time.
<b>Event</b>	means the death, or occurrence of a medical condition or <i>Illness</i> or any directly or indirectly related condition or an <i>Injury</i> that has caused, or may cause, a claim to be made under the <i>Policy</i> .
<b>Forward Underwriting Limit</b>	means a level of <i>Insurance Cover</i> which may be provided under <i>Benefit Formula Cover</i> without <i>Underwriting</i> , subject to clause 2.5.
<b>Gainfully Employed</b>	means being employed or self-employed for gain or reward in any business trade, profession, vocation, calling, <i>Occupation</i> or employment.
<b>Heavy Blue Collar</b>	Includes occupations involved in heavy manual work performed by semi-skilled or unskilled workers. It also includes light manual work performed by semi-skilled workers. A full list of occupations can be found in the Suncorp Brighter Super Insurance premium rates guide, available via <a href="http://www.suncorp.com.au">www.suncorp.com.au</a>
<b>Illness</b>	means a sickness or disease suffered by the <i>Insured Person</i> .
<b>Income Producing Duties</b>	means those duties which could reasonably be considered primarily essential to producing a <i>Salary</i> .
<b>Injury</b>	means physical damage to the body caused solely and directly by accidental, external and visible means and which is not an <i>Illness</i> .
<b>Insurance Cover</b>	means the <i>Benefits We</i> have agreed to provide in accordance with the <i>Policy</i> .
<b>Insurance Fee Rates</b>	means the applicable insurance fee rate applying to the <i>Insured Person</i> .
<b>Insurance Fee Rate Guarantee Expiry Date</b>	means if applicable, in relation to the <i>Insurance Fee Rates</i> specified in an <i>Employer Benefit Summary</i> , the <i>Insurance Fee Rate Guarantee Expiry Date</i> in that <i>Employer Benefit Summary</i> .
<b>Insurance Fee Rate Guarantee Period</b>	means the period up to the <i>Insurance Fee Rate Guarantee Expiry Date</i> .
<b>Insured Fund</b>	means Suncorp Master Trust
<b>Insured Person</b>	means any <i>Eligible Person(s)</i> for whom <i>Insurance Cover</i> is to be provided under the <i>Policy</i> .
<b>Insurance Only Cover</b>	means that the <i>Insured Person</i> was issued with a "Suncorp Brighter Super" superannuation account by <i>You</i> that has no accumulation benefit, for the purpose of obtaining insurance only cover from <i>Us</i> .
<b>Interim Accident Cover (IAC)</b>	means <i>Interim Accident Cover</i> as described in these terms and conditions.

<b>Leave Without Pay</b>	means in relation to a <i>Business Member</i> , <i>Employer</i> approved leave without pay where there is an agreed start and end date.
<b>Life Cover</b>	means the amount of <i>Insurance Cover</i> payable in respect of the <i>Insured Person</i> in the event of their death.
<b>Member Selected Insurance Cover</b>	means <i>Insurance Cover</i> applied for by the <i>Eligible Person</i> .
<b>Maximum Benefit Limit</b>	means the maximum amount of <i>Benefit</i> payable under clause 3.4.
<b>Medical Practitioner</b>	means a medical practitioner (and includes appropriate specialist) who is legally qualified and registered to the equivalent Australian standards and if they are qualified overseas are approved by <i>Us</i> , and is not <i>You</i> , is not employed by <i>You</i> , and is not the <i>Insured Person</i> , their <i>Spouse</i> , relative or a business associate.
<b>New Events Cover</b>	means <i>Insurance Cover</i> provided for death or <i>TPD</i> arising from an <i>Illness</i> which first becomes apparent or an <i>Injury</i> which occurred on or after the <i>Commencement Date</i> .
<b>Non-Australian Resident</b>	means a person residing in Australia and holding a supporting <i>Visa</i> .
<b>Not At Work</b>	means a person who does not satisfy the definition of <i>At Work</i> .
<b>Occupation</b>	means the principal employment or activity of the <i>Eligible Person</i> from which they derive a <i>Salary</i> .
<b>Permanent Basis</b>	means the <i>Eligible Person</i> is engaged and performing all of the <i>Income Producing Duties</i> of their usual <i>Occupation</i> for a minimum of fifteen (15) hours each week and satisfies one of the following conditions: a. the <i>Eligible Person</i> is employed on a permanent full time or permanent part-time basis (in the case of <i>Business Members</i> with their <i>Employer</i> ); or b. the <i>Eligible Person</i> has been employed as casual for a minimum period of two (2) years (in the case of <i>Business Members</i> with their <i>Employer</i> ); or c. the <i>Eligible Person</i> is a contractor working on a fixed term contract of at least twelve (12) months duration, from which they derive a <i>Salary</i> (in the case of <i>Business Members</i> from the <i>Employer</i> ) whose <i>Salary</i> is paid directly by the employing entity under the contract and is in receipt of superannuation guarantee contributions paid by the employing entity under the contract; or d. the <i>Eligible Person</i> is self-employed on a full-time or part-time basis.
<b>Personal Details</b>	means title, last name, given name, residential address, date of birth, gender, date commenced employment, occupation, basis of employment (permanent, casual or contract), salary, hours worked per week and insurance <i>Category</i> .
<b>Personal Members</b>	means members of the <i>Insured Fund</i> other than <i>Business Members</i> , including those members who were originally <i>Business Members</i> and subsequently ceased employment with an <i>Employer</i> .
<b>Policy</b>	means the <i>Policy</i> , its schedules and includes any <i>Endorsements</i> or any other written agreement issued by <i>Us</i> to <i>You</i> from time to time.
<b>Policy Commencement Date</b>	means 17 April 2009.
<b>Policy Owner</b>	means Suncorp Portfolio Services Limited ABN 61 063 427 958, in its capacity as trustee of Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Policy Termination Date</b>	means the date <i>You</i> or <i>We</i> terminate the <i>Policy</i> .
<b>Review Date</b>	means the last time your <i>Insurance Cover</i> was updated as a result of <i>Personal Details</i> being received which impacts your <i>Insurance Cover</i>
<b>Salary</b>	for <i>Business Members</i> , <i>Salary</i> means the <i>Salary</i> advised to <i>Us</i> by <i>You</i> at the <i>Review Date</i> preceding the date of death or <i>Date of Disablement</i> unless otherwise specified in an <i>Employer Benefit Summary</i> applying to their <i>Employer</i> .  Where <i>Salary</i> includes commission and bonuses, the <i>Employer</i> must include, when advising <i>Salary</i> on the <i>Commencement Date</i> and at each <i>Review Date</i> , a three (3) year rolling average of any paid commission or bonuses.  Where the <i>Business Member</i> has not been eligible for commission or bonuses for a period of three (3) years, then the average must be calculated over the shorter period.  <i>Benefits</i> paid will be based on the <i>Salary</i> at the last <i>Review Date</i> , unless otherwise specified in the <i>Employer Benefit Summary</i> .  In the case of <i>Personal Members</i> , remuneration received for personal exertion from their <i>Occupation</i> .  For self-employed persons who have an ownership interest in the business which is operating under a sole trading, partnership, company and/or trust (including an

	employee of their own company or trust) structure, <i>Salary</i> is their share of the net income before tax of the business (their share of business income less business expenses), directly due to their personal exertion.
Spouse	means another person, including a person of the same sex, who is legally married to the person or, though not legally married to the person, lives with the person on a genuine domestic basis as the legal spouse of the person.
Takeover Terms	means, unless otherwise specified in an <i>Employer Benefit Summary</i> , the <i>Takeover Terms</i> which apply are those set out in FSC Guidance Note No. 11 Group Insurance Takeover Terms as amended from time to time.
Terminal Illness	Means if the <i>Insured Person</i> becomes a member on or after 1 July 2014, two <i>Medical Practitioners</i> must certify that the <i>Insured Person's</i> life expectancy is, due to <i>Illness or Injury</i> , likely to result in their death within twelve (12) months of the date of the certification, and: <ul style="list-style-type: none"> <li>• at least one of the <i>Medical Practitioners</i> is a specialist in an area related to the <i>Illness or Injury</i>; and</li> <li>• the period of certification for each of the certificates has not ended.</li> </ul>
Total and Permanent Disablement Totally and Permanently Disabled TPD	means one of the following: <ol style="list-style-type: none"> <li>a. <i>Total and Permanent Disablement (Occupational)</i> <p>The <i>Insured Person</i> was employed on a <i>Permanent Basis</i> at the <i>Date of Disablement</i>; and</p> <ol style="list-style-type: none"> <li>i. as a result of <i>Illness or Injury</i>, has been absent from and totally unable to engage in such employment for a period of six (6) consecutive months from the <i>Date of Disablement</i>; and</li> <li>ii. in <i>Our</i> opinion, after consideration of medical and other evidence, <i>We</i> consider that on the date which is six (6) months after the <i>Date of Disablement</i>, the <i>Insured Person</i> is unlikely to be able to ever engage in any occupation for which they are reasonably suited by education, training or experience.</li> </ol> </li> <li>b. <i>Total and Permanent Disablement (Specific Loss)</i> <p>The <i>Insured Person</i> suffers total and permanent loss of use of:</p> <ol style="list-style-type: none"> <li>i. two (2) limbs; or</li> <li>ii. sight of both eyes; or</li> <li>iii. one (1) limb and sight of one (1) eye,</li> </ol> <p>where "limb" is defined as whole hand or whole foot, and "loss of sight" is defined as:</p> <ol style="list-style-type: none"> <li>i. visual acuity less than 6/60 in both eyes after correction; or</li> <li>ii. a field of vision constricted to 20 degrees or less of arc; or</li> <li>iii. a combination of visual defects resulting in the same degree of visual impairment as that occurring in either of the above.</li> </ol> </li> <li>c. <i>Total and Permanent Disablement (Activities of Daily Living)</i> <p>In <i>Our</i> opinion, after consideration of medical and other evidence, the <i>Insured Person</i> is constantly and permanently unable to perform at least two (2) of the following activities without the physical assistance of another person (if they are able to perform that activity on their own by using special equipment <i>We</i> will not consider them being unable to perform that activity):</p> <ol style="list-style-type: none"> <li>i. Bathing and showering;</li> <li>ii. Dressing and undressing;</li> <li>iii. Eating and drinking;</li> <li>iv. Maintaining of continence with a reasonable level of personal hygiene;</li> <li>v. Getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or walking aids.</li> </ol> </li> </ol>

d. *Total and Permanent Disablement (Home Duties)*

The *Insured Person* has been engaged full-time in *Normal Domestic Duties* in their own residence for more than 6 consecutive months prior to the *Date of Disablement*; and

- i. has suffered an *Illness or Injury*; and
- ii. is unable to engage in all of the *Normal Domestic Duties* because of that *Illness or Injury* for a continuous period of at least six (6) consecutive months (this means that, if the *Insured Person* is able to perform any *Normal Domestic Duties*, the *Insured Person* does not meet this requirement); and
- iii. is unable to leave home unaided; and
- iv. in *Our* opinion, after consideration of medical and any other evidence, is incapacitated to such an extent that they are unlikely ever to be able to perform any *Normal Domestic Duties*, nor able to engage in any occupation for which the *Insured Person* is reasonably suited by education, training or experience; and
- v. is under the regular treatment and following the advice of a *Medical Practitioner* for the *Illness or Injury* that prevents the *Insured Person* from performing *Normal Domestic Duties*.  
*Normal Domestic Duties* means the domestic duties normally performed by a person who remains at home and is not working in regular employment for income, including but not limited to:
  - a. cleaning the home;
  - b. doing the washing;
  - c. shopping for food;
  - d. cooking meals; and
  - e. when applicable, looking after children.

In addition to satisfying one of the above definitions a. Total and Permanent Disablement (Occupational), b. Total and Permanent Disablement (Specific loss), c. Total and Permanent Disablement (Activities of Daily Living), or d. Total and Permanent Disablement (Home Duties)(whichever applies), *We* must also have determined that, after consideration of medical and any other evidence, *We* are reasonably satisfied that the *Insured Person's* ill health (whether physical or mental) makes it unlikely that they will engage in gainful employment for which they are reasonably qualified by education, training or experience.

<b>Transfer Date</b>	means the date from which <i>We</i> agree to accept <i>Transferred Cover</i> .
<b>Transferred Cover</b>	means any previously accepted insurance which <i>We</i> have agreed to takeover under <i>Takeover Terms</i> specified in a <i>policy schedule</i> or an <i>Employer Benefit Summary</i> .
<b>Transferred Person</b>	means any person for whom <i>We</i> have agreed to offer <i>Takeover Terms</i> .
<b>Transitional Employer</b>	means an <i>Employer</i> who was covered under this <i>Policy</i> on the day immediately prior to the <i>Transitional Period</i> .
<b>Transitional Members</b>	means: <ul style="list-style-type: none"> <li>(a) <i>Personal Members</i> who were covered under this <i>Policy</i> on the day immediately prior to the <i>Transitional Period</i>; and</li> <li>(b) <i>Employees</i> of a <i>Transitional Employer</i> prior to the <i>Transitional Period</i>, and new <i>Employees</i> of a <i>Transitional Employer</i> during the <i>Transitional Period</i>.</li> </ul>
<b>Transitional Period</b>	means the period commencing on 30 May 2016 and ending on such date as all <i>Transitional Members</i> and <i>Transitional Employers</i> have been transferred into the Suncorp Superannuation Division (Division 13) of the <i>Insured Fund</i> .
<b>Trustee Minimum Cover</b>	means <i>Insurance Cover</i> awarded under clause 2.8, for the amounts stated in clause 2.8.
<b>Underwriting Underwritten</b>	means the assessment conducted by <i>Us</i> of any person applying for <i>Insurance Cover</i> prior to <i>Our</i> acceptance of the risk.
<b>Uninsurable Occupation</b>	means an <i>Occupation</i> that <i>We</i> consider to be an unacceptable risk and for which <i>We</i> will not provide <i>Insurance Cover</i> for an <i>Eligible Person</i> .
	If an <i>Occupation</i> is an unacceptable risk for <i>Life Cover</i> , <i>We</i> will not provide <i>Life Cover</i> for

	<p>the <i>Eligible Person</i>.</p> <p>If an <i>Occupation</i> is an unacceptable risk for <i>TPD</i> cover, <i>We</i> will not provide <i>TPD</i> cover for the <i>Eligible Person</i>.</p> <p>A full list of <i>Occupations</i>, including <i>Uninsurable Occupations</i>, can be found in the Suncorp Brighter Super Insurance Premium Rates Guide, available via <a href="http://www.suncorp.com.au">www.suncorp.com.au</a></p>
Visa	<p>means a current and valid <i>Visa</i> issued in accordance with the Migration Act 1958 (Cth) or any amending or replacing Act. It can be a:</p> <ol style="list-style-type: none"> <li>a. Subclass 457 working <i>Visa</i>; or</li> <li>b. Subclass 457 working <i>Visa</i> (with a 8107 condition); or</li> <li>c. Spouse <i>Visa</i> (<i>Spouse</i> of a permanent <i>Australian Resident</i> on a two year temporary stay <i>Visa</i>) without a 'no work' condition.</li> </ol>
War	<p>means any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.</p>
We Our Us	<p>means Suncorp Life &amp; Superannuation Limited (ABN 87 073 979 530, AFSL 229880), whose registered office is at:</p> <p style="padding-left: 40px;">Level 28 Brisbane Square George Street Brisbane QLD 4000</p> <p>and includes any of <i>Our</i> properly appointed delegates.</p>
You Your	<p>means the <i>Policy Owner</i> except in clause 3.5.3 where, in respect of <i>Business Members</i>, it also includes the <i>Employer</i>.</p>

## Executed as an agreement

**EXECUTED** on behalf of **Suncorp Life & Superannuation Limited** )  
**ABN 87 073 979 530** by its duly authorised officer )

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Date

**EXECUTED** on behalf of **Suncorp Portfolio Services Limited** )  
**ABN 61 063 427 958** in accordance with section 127(1) of the )  
Corporations Act 2001 (Cth) by authority of its directors: )

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Date

## How to contact us

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One Company  
Many Brands



# Suncorp Brighter Super™

## Group Income Protection Policy Document

Issued 30 May 2016

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## Part A – Policy Details

This document represents the updated terms of Group Insurance Policy No. SLR4441 04/09 between Suncorp Life & Superannuation Limited (SLSL) (ABN 87 073 979 530, AFSL No. 229880) and Suncorp Portfolio Services Limited (ABN 61 063 427 958, AFSL No. 237905).

<b>Policy Name:</b>	Suncorp Brighter Super Group Income Protection (previously known as “Suncorp WealthSmart Group Income Protection”)
<b>Policy Owner:</b>	Suncorp Portfolio Services Limited ABN 61 063 427 958 in its capacity as trustee of Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Policy Number:</b>	SLR4441 04/09
<b>Policy Commencement Date:</b>	17 April 2009 (Suncorp WealthSmart Group Income Protection)
<b>Policy Re-Issue Date:</b>	12 August 2012 (Suncorp WealthSmart Group Income Protection) 1 January 2014 (Suncorp WealthSmart Group Income Protection) 1 July 2014 (Suncorp WealthSmart Group Income Protection) 30 May 2016 (Suncorp Brighter Super Group Income Protection)
<b>Policy Type:</b>	Superannuation
<b>Insured Fund:</b>	Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Transitional Period</b>	Where an <i>Event</i> occurs in relation to a <i>Transitional Member</i> during the <i>Transitional Period</i> , the policy that will apply to the <i>Transitional Member</i> will be the terms and conditions determined as more favourable to the <i>Transitional Member</i> by <i>You</i> being either: <ul style="list-style-type: none"><li>(a) the Suncorp WealthSmart Group Income Protection Policy with a <i>Policy Re-issue Date</i> of 1 July 2014; or</li><li>(b) the <i>Policy</i>.</li></ul>

## Part B – Terms and Conditions

### Section 1 – Information about the Policy

#### 1.1 Introduction

The following are the Terms and Conditions of the *Policy* including:

- a. the basis on which *We* agree to provide *Insurance Cover* to the *Insured Persons*;
- b. the *Benefits* provided under the *Policy*; and
- c. the rights and responsibilities of *You* as *Policy Owner* and *Us*.

The *Insurance Cover* provided under the *Policy*, including when *Insurance Cover* starts and stops, is explained in **Section 2**.

Details of the *Benefits* provided under the *Policy*, limitations on these *Benefits* and how to claim a *Benefit* are detailed in **Section 3**.

The way insurance fees are calculated and paid is detailed in **Section 4**.

#### 1.2 Policy owner acknowledgement

*You* acknowledge in accepting the *Policy* that:

- a. *We* have relied on information provided by *You*; and
- b. *Your* appointed representatives; and
- c. *You* have the power to enter into this arrangement.

#### 1.3 Interpretation

Various terms are in italics. *You* will find their meaning in **Section 5 – Glossary of Terms**.

In these Terms and Conditions:

- a. words expressed in the singular include the plural and vice versa;
- b. the headings contained in these Terms and Conditions are for ease of reference only and do not form part of the text of the Terms and Conditions;
- c. a reference to an Act includes that Act, as amended, modified, or re-enacted from time-to-time and any legislation which supersedes that Act.
- d. a reference to writing in the *Policy* includes facsimile and email.

For the purposes of this definition it is agreed that an *Employer Benefit Summary* may consist of one or more documents and may vary in form between each *Employer*.

#### 1.4 Governing law

The *Policy* is subject to and governed by the laws of New South Wales.

#### 1.5 Statutory fund

The *Policy* is referable to Suncorp Life & Superannuation Limited's (SLSL) Statutory Fund Number 1.

The assets of SLSL's Statutory Fund Number 1 will alone be responsible for the payment of *Benefits* under the *Policy*. All insurance fees in respect of the *Policy* will be credited to that fund and the payment of all insurance claims under the *Policy* will be paid from that fund.

The *Policy* is a non-participating policy which means it does not share in the distribution of any surplus of SLSL's Statutory Fund Number 1. *You* and/or any *Insured Person* have no rights to the assets of the SLSL's Statutory Fund Number 1.

## 1.6 Profit share

No profit share arrangement will be provided under the *Policy*.

## 1.7 Notices

Any notice between *You* and *Us*:

- a. must be in writing; and
- b. will be to the most recently advised address by *You* or *Us* as applicable.

## 1.8 Currency

All payments made in connection with the *Policy* must be made in Australian dollars.

## 1.9 Variation

Each application for *Insurance Cover* under the *Policy* which requires *Underwriting*, is an application by the *Policy Owner* to vary the *Policy*.

The *Policy Owner* must comply with the Duty of Disclosure explained in Clause 1.11 of the *Policy* in relation to each such application and the *Eligible Person* who is the subject of the application must complete the insurance application form or such other form as *We* require, accurately.

If *We* accept the application for *Insurance Cover*, it means that *We* have agreed to vary the *Policy* for the purposes of Section 11(9) of the Insurance Contracts Act 1984 (Cth).

Other than *Our* acceptance of applications for *Insurance Cover* under the *Policy* which require *Underwriting*, any variation to the *Policy* must be made in writing in the form of an *Endorsement* to the *Policy* unless *We* agree another written form is appropriate.

*We* can vary the *Insurance Fee Rates* in accordance with Clause 4.3.

## 1.10 Right to inspect your records

*We* reserve the right to inspect and take copy of any records held by *You* or *Your* agents or representatives which *We* believe are relevant to the *Policy*.

*We* will continue to reserve this right after the termination of the *Policy* until the later of two (2) years after termination of the *Policy* or the settlement of all claims under the *Policy*.

Should *We* need to do this, *We* will do so during normal business hours and give *You* reasonable notice of the inspection.

## 1.11 Duty of disclosure

Before *You* enter into the *Policy*, *You* have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to *Us* every matter that *You* know or could reasonably be expected to know, is relevant to *Our* decision whether to accept the risk of insurance and, if so, on what terms.

*You* have the same duty to disclose those matters to *Us* before *You* renew, extend, vary or reinstate the *Policy*. *Your* duty, however, does not require disclosure of a matter:

- a. that diminishes the risk to be undertaken by *Us*; or
- b. that is of common knowledge; or
- c. that *We* know, or in the ordinary course of business, ought to know; or
- d. as to which compliance with *Your* duty is waived by *Us*.

If *You* fail to comply with the duty of disclosure and *We* would not have entered into the *Policy*, or agreed to any variation of the *Policy*, on any terms if the failure had not occurred, *We* may avoid the *Policy* within 3 years of entering into it, or agreeing to the variation, as applicable. If the non-disclosure is fraudulent, *We* may avoid the *Policy* at any time.

We may elect not to avoid the *Policy* but vary it by:

- (i) reducing the sum insured in accordance with a formula that takes into account the insurance fee that would have been payable if *You* had complied with *Your* duty of disclosure; or
- (ii) placing *Us* in the position in which *We* would have been if *You* had complied with your duty of disclosure.

The options to vary the *Policy* are available to *Us* while cover under the contract remains in force.

Where the *Policy* provides Life Cover, *We* may only apply (i) above, and must do so within three (3) years of entering into the *Policy* with *Us*.

When entering into the *Policy*, this duty continues to apply until *Our* formal notification of acceptance of *Insurance Cover*. When making an application for *Insurance Cover* under the *Policy* which requires *Underwriting*, this duty applies to that application and continues until *Our* formal notification of acceptance of the application.

As the *Policy* is for insurance of the life of another person, any failure by him or her to tell *Us* a matter that he or she knows, or could reasonably be expected to know, is relevant to *Our* decision whether to accept an application for *Insurance Cover* which requires *Underwriting* and, if so, on what terms, may be treated as a failure by *You* to comply with *Your* duty of disclosure.

## 1.12 Duration

The *Policy* comes into force on the *Policy Commencement Date* and remains in force until the earliest of:

- a. *You* terminating the *Policy* by giving *Us* three (3) months written notice in advance of the *Policy Termination Date*; or
- or
- b. *Our* terminating the *Policy* in accordance with Clause 4.7 or Clause 4.8; or
- c. the earliest of:
  - i. the date that the *Insured Fund* is wound up; or
  - ii. the date that the *Insured Fund* ceases to be a complying superannuation fund; or
  - iii. the payment of the final *Benefit* of the last *Insured Person*; or
- d. *We* terminate the *Policy* in accordance with *Our* legal rights.

## 1.13 No value on termination

The *Policy* has no value on termination.

## 1.14 Assignment of policy

The *Policy* can only be assigned in accordance with the Life Insurance Act 1995 (Cth), and with *Our* prior written consent.

If *We* allow the assignment, the assignee will be recorded as the new *Policy Owner* with all rights, powers, duties, obligations and privileges of the original *Policy Owner*.

## Section 2 – Eligibility for Cover

### 2.1 Who can have insurance cover?

Only *Eligible Persons* may become *Insured Persons* under the *Policy*.

An *Eligible Person* is an *Australian Resident*, or a *Non-Australian Resident* holding a valid *Visa*, who:

- a. first satisfies the *Eligibility Conditions* and the applicable *Benefit* eligibility criteria below on the latest of:
  - i. the *Policy Commencement Date*; or
  - ii. the employer plan start date shown in the *Employer Benefit Summary*; or
  - iii. in the case of *Business Members*, the date they became an *Employee*; or
  - iv. in the case of an *Personal Member* who is an *ex-Business Member*, the date their application to re-commence cover is accepted; or
  - v. in the case of a *Personal Member* who is not an *ex-Business* member, the date they are accepted for *Insurance Cover*.
- b. in relation to an increase in *Insurance Cover*:
  - i. satisfies the *Eligibility Conditions* and the applicable *Benefit* eligibility criteria specified below when the increase is to apply.

The *Benefit* eligibility criteria are:

- a. Unless *We* otherwise agree, the *Eligible Person* must be:
  - i. at least fifteen (15) years of age; and
  - ii. a) A *Business Member Gainfully Employed* by the *Employer* on a *Permanent Basis*; or  
b) An *Personal Member Gainfully Employed* on a *Permanent Basis*; and
  - iii. less than sixty five (65) years of age.

The *Eligible Person* will not be provided *Insurance Cover*, or an increase in *Insurance Cover*, if at the relevant time, they are entitled to payment of a *Disability Benefit* or *Terminal Illness Benefit* or are in the waiting period for such a *Benefit*.

### 2.2 When does insurance cover start?

*Insurance Cover* for an *Eligible Person* will commence under the *Policy* from the first to occur of:

- a. the date that the person becomes an *Eligible Person* and satisfies the conditions of Clause 2.3; or
- b. the date *We* advise *You* that the *Eligible Person* has been *Underwritten* and accepted for *Insurance Cover* which is not provided under Clause 2.3.

### 2.3 Automatic acceptance limit (AAL)

The following Clauses 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8 do not apply to *Personal Members*.

*We* will automatically provide an *Eligible Person* the lesser of the *Benefit Formula Cover* and the *AAL* specified in the *Employer Benefit Summary*, provided the *Eligible Person*:

- a. is *At Work* on the day that they first became an *Eligible Person*; and
- b. does not have an *Occupation* considered by *Us* to be an *Uninsurable Occupation*; and
- c. is nominated by *You* for *Insurance Cover* upon meeting the *Eligibility Conditions*.

An *Eligible Person* is entitled to be nominated by *You* once during the currency of their membership in the *Insured Fund* for *Insurance Cover*, subject to the terms and conditions of this *Policy*. If an *Insured Person* has more than one Suncorp Brighter Super superannuation account, they can only have *Insurance Cover* under the one account subject to *Us* having otherwise agreed with *You* in writing for an *Insured Person* to have *Insurance Cover* under more than one account

If the *Eligible Person* is *Not At Work* on the date *Insurance Cover* would otherwise have commenced, the *Insurance Cover* automatically provided by *Us* will be for *New Events Cover* only. *New Events Cover* will apply until the *Insured Person* is *At Work* for sixty (60) consecutive days after that date, after which time *We* will automatically provide *All Events Cover*.

*Insurance Cover* provided under this Clause will cease, effective from the *Commencement Date*, if the following has not been provided to the *Policy Owner* by the *Eligible Person's Employer*:

- a. the *Eligible Person's Personal Details*; and
- b. an initial contribution to cover insurance fees due in respect of the *Eligible Person*.

These requirements must be supplied to the *Policy Owner* by the *Eligible Person's Employer* within one hundred and thirty (130) days of the later of:

- a. the commencement of employment with the *Employer*; or
- b. the date the *Eligible Person* first satisfies the *Eligibility Conditions*.

## 2.4 When will an AAL apply?

An *AAL* will apply under the *Policy* if:

- a. the amount of the *AAL* shown in the *Employer Benefit Summary* is other than nil; and
- b. in respect of that *Employer*, at least 75% of those *Eligible Persons* who are both *Employees* and *Business Members*, are *Insured Persons* at the *Employer Benefit Summary Start Date* and at each subsequent *Review Date*.

## 2.5 Automatic increases in insurance cover

Any increase in the *Benefit Formula Cover* will be limited to the greater of the *AAL* or *Forward Underwriting Limit* that applies to the *Eligible Person*. The increase cannot be greater than 30% of the *Benefit Formula Cover* provided for that person in the previous twelve (12) month period.

*New Events Cover* will apply to the increased amount of *Insurance Cover* for any *Eligible Person* who is *Not At Work* on the date from which the increase applies until that person is *At Work* for sixty (60) consecutive days, after which time *All Events Cover* will apply.

## 2.6 Changes to the AAL

Subject to Clause 2.4(b) *We* may change the *AAL* at any time (which may include a reduction or withdrawal of the *AAL*) by giving written notice to *You*. *Insurance Cover* that has already been accepted for an *Eligible Person* will not be affected by any reduction or withdrawal in the *AAL*.

## 2.7 Increases in the AAL

Where an *AAL* is increased under an *Employer Benefit Summary*, or a *Category* specified in that *Employer Benefit Summary*, *We* will automatically increase the amount of *Benefit Formula Cover* applicable for relevant *Eligible Persons* to the lesser of the new *AAL* and the amount of *Benefit Formula Cover* that applies to them, provided:

- a. they have not previously been declined or restricted for *Insurance Cover*; and
- b. they are *At Work* on the day the increase in *Insurance Cover* applies.

If the *Eligible Person* is *Not At Work* on the date from which the increase applies, *New Events Cover* will only apply to the amount of increased *Insurance Cover* until that person is *At Work* for sixty (60) consecutive days, at which time *All Events Cover* will apply to the amount of increased *Insurance Cover*.

## 2.8 Change in employment status

This clause does not apply to *Personal Members*.

Where an *Eligible Person* changes *Category* due to a change in their employment status, to a *Permanent Basis* while continuing to be employed by the *Employer*, Clause 2.3 will not apply to the *Eligible Person* from the date of the change. The *Eligible Person* will need to apply for *Insurance Cover* subject to *Underwriting* in accordance with clause 2.9.

Any existing *Member Selected Insurance Cover* can be retained.

## 2.9 Insurance cover subject to underwriting

*Insurance Cover for Eligible Persons* will be subject to *Underwriting* if:

- a. they do not satisfy the conditions for *Insurance Cover* under the *AAL*; or
- b. they are *Not At Work* on the day *Insurance Cover* under an *AAL* commences and *All Events Cover* is applied for by the *Eligible Person* prior to the expiry of the sixty (60) day *At Work* qualification period for *All Events Cover*; or
- c. their *Benefit Formula Cover* exceeds the *AAL* or any *Forward Underwriting Limit*, in which case an application and *Underwriting* will be required for the amount of *Insurance Cover* that exceeds the *AAL* or the *Forward Underwriting Limit*; or
- d. the increase in *Benefit Formula Cover* in the previous twelve (12) month period exceeds 30%, in which case an application and *Underwriting* will be required for the amount of the increase in *Benefit Formula Cover* above 30%; or
- e. they become eligible for *Income Protection cover* in accordance with clause 2.8 of the *Policy*; or they are applying for *Member Selected Insurance Cover*.

## 2.10 Commencement of underwriting

*Underwriting* will not commence until *We* have received from the *Eligible Person* an insurance application form or other form as *We* require, completed to *Our* satisfaction. *We* will notify *You* of any other requirements for *Underwriting*.

*Underwriting* will not be completed until all the information *We* have requested has been received by *Us*. *We* may request new health information if *We* do not receive all the information *We* require to complete the *Underwriting* within ninety (90) days of *Our* receipt of an insurance application form or other form as *We* require, completed to *Our* satisfaction from the *Eligible Person*.

## 2.11 Underwriting terms of acceptance

Where an *Eligible Person* has applied for *Insurance Cover* or an increase in *Insurance Cover*, *We* will notify *You* of any *Insurance Cover* accepted on standard terms. *Insurance Cover* on standard terms will commence immediately upon acceptance by *Us*.

If *We* are not prepared to accept *Insurance Cover* for an *Eligible Person* on standard terms, *We* may consider providing *Insurance Cover* subject to restrictions, insurance fee loadings (even though these may not be charged under the *Policy*), or exclusions being imposed on the amount of *Underwritten Insurance Cover*.

In such cases, *We* will provide *You* and the *Eligible Person* with written notification of the modified terms that *We* propose. The *Eligible Person* will then have a period of thirty (30) days, from the date of *Our* notification, to provide written agreement to the modified terms and a statement regarding any change in health/circumstances.

The *Insurance Cover* will commence on the date specified if *We* advise *You* of *Our* acceptance of the application by the *Eligible Person* for *Insurance Cover* on the modified terms.

Where an *Eligible Person* has applied for *Insurance Cover* or an increase in *Insurance Cover*, *We* will notify *You* and the *Eligible Person* of any *Insurance Cover* declined.

## 2.12 Underwriting costs

*We* will pay all reasonable costs for providing the *Information* *We* require for *Underwriting* of an *Eligible Person*.

Any costs incurred outside Australia in connection with the *Underwriting* of an *Eligible Person* must be paid for by the *Eligible Person*. *We* may reimburse these costs at *Our* discretion.

## 2.13 Interim Accident Cover (IAC)

If *Underwriting* applies to all or part of the *Insurance Cover*, *We* will provide *Interim Accident Cover (IAC)* subject to the terms of this Clause 2.13

*IAC* applies where the *Eligible Person* suffers an *Accident* after *IAC* starts and before *IAC* ceases and *Total Disability* occurs as a direct result of the *Accident* and within ninety (90) days of the date of the *Accident*.

The IAC will be for the lesser of:

- a. the amount of *Insurance Cover* being *Underwritten* for the *Eligible Person*; and
- b. the sum of \$13,000 per month exclusive of any *Insured Monthly Cover* already provided, subject to the maximum benefit limit (Clause 3.3).

Subject to this Clause 2.13, the following clauses in **Section 3** (but no other clause in **Section 3**) apply to any IAC benefit payable:

- a. Clauses 3.1, 3.2, 3.4, 3.5, 3.6, 3.7, 3.14 and 3.15.

### 2.13.1 When does IAC start?

IAC for *Insurance Cover* being *Underwritten* starts on the day that *We* receive an insurance application form or other form as *We* require, completed to *Our* satisfaction, by an *Eligible Person* who applies for *Insurance Cover* that is subject to *Underwriting*.

### 2.13.2 When does IAC cease?

IAC ceases on the first to occur of the following:

- a. the date ninety (90) days after the date the IAC commenced; or
- b. the date *We* accept the *Insurance Cover* which is subject to *Underwriting*; or
- c. the date *We* decline the *Insurance Cover* which is subject to *Underwriting*; or
- d. the date the *Eligible Person* withdraws their application for *Insurance Cover* or ceases to be an *Eligible Person*; or
- e. the date the *Eligible Person* reaches the *Benefit Expiry Age*; or
- f. the date the *Eligible Person* dies; or
- g. the date an IAC *Benefit* is paid or becomes payable to the *Eligible Person*; or
- h. the *Policy Termination Date*.

IAC will not apply if the *Eligible Person* applies for *Insurance Cover* or an increase in *Insurance Cover* within twelve (12) months of a period of IAC ceasing for the *Eligible Person* under the *Policy*.

## 2.14 Overseas cover

Subject to payment of insurance fees, *Insurance Cover* continues while an *Insured Person* is on holiday overseas.

Subject to payment of insurance fees, *We* will provide *Insurance Cover* for *Eligible Persons* temporarily working overseas if:

- a. *We* have agreed to provide this *Insurance Cover* for *Business Members* if specified in the *Employer Benefit Summary*; or
- b. where an *Eligible Person* is intending to work overseas and:
  - i. *We* are notified prior to their departure from Australia; and
  - ii. *We* provide *Our* written agreement to continue to provide *Insurance Cover*; and
  - iii. any conditions of cover that *We* may apply continue to be met during the period overseas.

## 2.15 While on paid leave

Subject to Clause 2.14 and the continued payment of insurance fees, *Insurance Cover* will continue to be provided for an *Insured Person* on paid leave.

## 2.16 While on leave without pay

Subject to Clause 2.14, while on *Leave Without Pay*, *Insurance Cover* provided for the *Insured Person* immediately prior to going on *Leave Without Pay* can continue for a period of up to one (1) year, subject to:

- a. the continuation of insurance fee payments for the *Insured Person*; and
- b. the *Salary* used to calculate the *Insured Monthly Cover* is the same *Salary* applicable to the *Insured Person* on their last working day prior to going on *Leave Without Pay*; and

- c. any request for an extension of the *Leave Without Pay* period for the *Insured Person* is made to *Us* in writing at least seven (7) days prior to the expiry of the previously agreed period of *Leave Without Pay*. Any extension of the *Leave Without Pay* period will be subject to agreement by *Us* in writing.

This clause does not apply to *Personal Members*.

## 2.17 When insurance cover ceases

An *Insured Person's Insurance Cover* will cease under the *Policy* upon the earliest of the following dates:

- a. subject to Clause 2.18, the *Policy Termination Date*; or
- b. the date they attain the *Benefit Expiry Age*; or
- c. the date they cease to be *Gainfully Employed* on a *Permanent Basis*; or
- d. subject to Clause 2.19, the date *We* are notified by the *Employer* they cease to be employed by the *Employer*, unless they have been accepted for a type of *Insurance Cover* not specified in the *Employer Benefit Summary* but only in respect of that type of *Insurance Cover* regardless of when *We* were notified by the *Insured Person* or the *Employer*; or
- e. the date they die; or
- f. in respect of *IAC* on the amount of *Insurance Cover* being *Underwritten* for them, the date *IAC* ceases as described in Clause 2.13.2; or
- g. other than because the *Insured Person* is *Totally Disabled* or *Partially Disabled*, the date the *Insured Person* ceases to be an *Eligible Person*; or
- h. the date they leave the *Insured Fund*; or
- i. the day before they join the armed services of any country or international organisation (this does not include routine activities with the Reserve Forces of the Australian Army or the Royal Australian Air Force or the Royal Australian Navy, however, it does include deployment on active service with permanent members of these armed services); or
- j. other than because the *Insured Person* is *Totally Disabled* or *Partially Disabled*, the date employment conditions change such that the *Insured Person* is no longer employed on a *Permanent Basis*; or
- k. the date any conditions of *Insurance Cover* during a period overseas are no longer being met; or
- l. the date any conditions of *Insurance Cover* during a period of *Leave Without Pay* are no longer met; or
- m. for an *Insured Person* changing *Category*, any *Insurance Cover* which has not been *Underwritten* and which exceeds the *AAL* of the *Insured Person's* new *Category*, on the date the *Insured Person* changes *Category*; or
- n. the date thirty (30) days after *We* have advised that the *Insurance Cover* for an *Insured Person* (or all *Insured Persons* employed by an *Employer*) will cease because the insurance fees owing in respect of that *Insurance Cover* has not been received by *Us* within thirty (30) days of the due date; or
- o. the date *We* are advised in writing that an *Insured Person* no longer wishes to be an *Insured Person* under the *Policy*; or
- p. if an *Insured Person* has *Insurance Only* cover and they cease to be employed with their *Employer*; or
- q. for a *Non-Australian Resident*, the first to occur of:
  - i. the expiry date of a valid *Visa*; or
  - ii. the date that the person has permanently departed Australia.

## 2.18 When the policy ends

*Insurance Cover* will cease on the *Policy Termination Date* for all *Insured Persons* who are *At Work* on that date. Where an *Insured Person* is *Not At Work* on the *Policy Termination Date*, *Insurance Cover* will cease on the first to occur of:

- a. the date the *Insured Person* is first able to satisfy the *At Work* definition on or after the *Policy Termination Date*; or
- b. the date replacement cover is provided by a new insurer.

## 2.19 Automatic continuation of insurance cover

An *Insured Person* who is a *Business Member* and has ceased to be an *Employee* for reasons other than *Illness* or *Injury* before attaining the *Benefit Expiry Age*, may apply for their *Insurance Cover* to re-commence under the *Policy* as a *Personal Member*, without medical *Underwriting*, subject to the following conditions:

- a. the re-commenced *Insurance Cover* does not apply for *New Events Cover* or *Interim Accident Cover* in force on the date the *Insurance Cover* ceased; and
- b. no *Benefit* is being paid or is payable to the person under the *Policy*; and
- c. the person is *Gainfully Employed* for at least 15 hours per week in an *Occupation* that *We* consider is insurable; and
- d. the same exclusions and any insurance fee loadings that applied to the person's *Insurance Cover* under the *Policy* continues to apply; and
- e. the person being an *Australian Resident*; and
- f. the person is not at the time of application residing in a country which *We* consider makes that person an uninsurable risk; and
- g. the *Insurance Cover* will re-commence under this Clause when *We* notify *Our* acceptance of an application for continued *Insurance Cover* completed to *Our* satisfaction, including but not limited to:
  - i. advice of an acceptable *Occupation* and confirmation the person is capable of being *At Work*; and
  - ii. an AIDS declaration acceptable to *Us*; and
  - iii. a Hazardous Pursuits Questionnaire acceptable to *Us*; and
  - iv. advice of smoking status; and
  - v. *Australian Resident* declaration; and
  - vi. the application for *Insurance Cover* to recommence is this application was received by *Us* no more than six (6) months after the date that the person ceased *Employment* with the *Employer*; and
- h. the re-commenced *Insurance Cover* as a *Personal Member* will continue until such time as it ceased under Clause 2.17 (excluding Clauses 2.17(g) and 2.17(l)) or the date that *Insurance Cover* re-commences for that person as a *Business Member* under the *Policy*.

The *Insurance Fee Rates* to apply will be based on the *Insurance Fee Rates* applicable to *Personal Members* and will reflect the occupation and smoking status of the *Insured Person*.

An application under this Clause may include an application to increase *Insurance Cover*, increase the *Benefit Period* or reduce the *Waiting Period*. If so, acceptance by *Us* will be subject to medical *Underwriting*.

## 2.20 Reinstatement of insurance cover

Clause 2.20 does not apply to *Personal Members* or to *Business Members* for a type of cover not specified in the *Employer Benefit Summary*.

*Insurance Cover* will be reinstated for an *Eligible Person* without *Underwriting* in the following circumstances:

- a. Where *Insurance Cover* for an *Insured Person* ceased in accordance with Clause 2.17(i), and the person was a member of the Australian Reserve Forces deployed on active service with permanent members of the armed services, the amount of *Insurance Cover* that they had immediately prior to its cessation will be reinstated as *New Events Cover* only after their return to work with the *Employer*, subject to all the following:
  - i. the *Eligible Person* has not ceased to be an *Employee* of the *Employer* at any time since *Insurance Cover* ceased in accordance with Clause 2.17(i); and
  - ii. the *Eligible Person* returns to work with the *Employer* within twelve (12) months of the date their *Insurance Cover* ceased in accordance with Clause 2.17(i); and
  - iii. the *Eligible Person* satisfies the definition of *At Work* for sixty (60) consecutive days from the day they return to work; and
  - iv. the *Eligible Person* is not residing in a country which *We* consider makes that person an uninsurable risk; and
  - v. the *Category* for the *Eligible Person* remains the same as that which previously applied to the person on the date before *Insurance Cover* ceased in accordance with Clause 2.17(i); and

- vi. the recommencement of insurance fee payments for the *Eligible Person*.

If *New Events Cover* is provided under this Clause, it will change to *All Events Cover* after the *Insured Person* has been continually *At Work* for six (6) consecutive months from the date they returned to work with the *Employer* after deployment on active service with permanent members of the armed services.

- b. Where an *Eligible Person* has returned to work with the *Employer* no later than the day after an agreed period of *Leave Without Pay*, during which time insurance fees have not been paid, the *Insurance Cover* they had prior to its cessation will be reinstated, subject to all the following:
  - i. the *Eligible Person* has not ceased to be an *Employee* of the *Employer* at any time since *Insurance Cover* ceased; and
  - ii. the *Eligible Person* satisfies the definition of *At Work* on the day they return to work; and
  - iii. the *Eligible Person* is not residing in a country which *We* consider makes that person an uninsurable risk; and
  - iv. the *Category* for the *Eligible Person* remains the same as that which previously applied to the person on the date before *Insurance Cover* ceased; and
  - v. the recommencement of insurance fee payments for the *Eligible Person*.
- c. Where an *Eligible Person* has returned to Australia, after having worked overseas and not been provided *Insurance Cover*, the *Insurance Cover* they had, prior to its cessation, will be reinstated subject to all the following:
  - i. the *Eligible Person* has not ceased to be an *Employee* of the *Employer* at any time since *Insurance Cover* ceased; and
  - ii. the *Eligible Person* satisfies the definition of *At Work* on the day they return to work with the *Employer*; and
  - iii. the *Category* for the *Eligible Person* remains the same as that which previously applied to the person on the date before *Insurance Cover* ceased; and
  - iv. the recommencement of insurance fee payments for the *Eligible Person*.

## 2.21 Takeover terms

*Takeover Terms* apply where specified in the *Employer Benefit Summary*. Unless otherwise specified in the *Employer Benefit Summary*, the *Takeover Terms* which apply are those set out in FSC Guidance Note No. 11 Group Insurance Takeover Terms, as amended from time to time.

*We* must receive the data that *We* request in respect of *Transferred Persons* within ninety (90) days of the *Transfer Date* for *Us* to continue to provide the level of *Transferred Cover* formerly provided by the previous insurer. Where *We* have not received confirmation of levels and types of cover and any exclusions and/ or insurance fee loadings from the previous insurer within ninety (90) days of the *Transfer Date*, *We* reserve the right to only provide *Insurance Cover* up to the AAL, subject to Clause 2.3.

For the avoidance of doubt, *We* will not offer *Takeover Terms* to members from another fund who are individually underwritten. This clause 2.21 applies to *Transferred Persons* only.

## 2.22 Occurrence of *Event* and applicable policy terms

For the avoidance of doubt, where an *Event* has occurred in relation to an *Insured Person* prior to 30 May 2016, the terms and conditions that will apply in respect of the *Insured Person* will be the terms and conditions of the relevant policy that applied to the *Insured Person* at the time of the *Event*.

## Section 3 – Benefits

In **Section 3** We set out details of the *Benefits of Insured Persons*, the limitations on those *Benefits* and the management of claims.

### 3.1 Waiting period

The *Waiting Period* for *Business Members* is specified in the *Employer Benefit Summary*. In the case of *Personal Members*, We will provide You with written notification of the *Waiting Period*.

The *Waiting Period* starts on the date from which the *Insured Person* is first *Totally Disabled*. During the *Waiting Period*, the *Insured Person* may return to work for:

- a. a maximum of five (5) days; or
- b. a maximum of ten (10) days where the *Waiting Period* is greater than thirty (30) days),

without having to restart the *Waiting Period*. Any days worked are added to the *Waiting Period*. Where an *Insured Person* becomes *Totally Disabled* while on *Leave Without Pay*, the *Waiting Period* does not commence until the return to work date agreed by the *Employer* for the *Insured Person* prior to commencement of their *Leave Without Pay* period.

### 3.2 Benefit period

The *Benefit Period* for *Business Members* is specified in the *Employer Benefit Summary*. In the case of *Personal Members*, We will provide You with written notification of the *Benefit Period*.

The *Benefit Period* starts on the day after the expiry of the *Waiting Period* when the *Insured Person* is eligible for a *Total Disability* or *Partial Disability Benefit*.

### 3.3 Maximum benefit limit

We will limit *Benefits* for an *Insured Person* to a maximum benefit limit of 75% of an *Insured Person's Pre-Disability Earnings*, or 85% of an *Insured Person's Pre-Disability Earnings* if a *Superannuation Contribution Benefit* applies, to the maximum of \$25,000 per month.

If a *Superannuation Contribution Benefit* is payable, the *Total Disability Benefit* will be reduced, if necessary, so that, when aggregated with the *Superannuation Contribution Benefit*, the total amount payable is no more than the maximum benefit limit and the monthly equivalent each month.

If a *Superannuation Contribution Benefit* is payable for a *Business Member*, it will be specified in the *Employer Benefit Summary*. In the case of *Personal Members*, We will provide You with written notification if a *Superannuation Contribution Benefit* is payable.

### 3.4 Total disability benefit

If the *Insured Person* is *Totally Disabled* at the end of the *Waiting Period*, We will pay the *Total Disability Benefit* while the *Insured Person* remains *Totally Disabled*, but for no longer than the *Benefit Period*.

The *Total Disability Benefit* is the lesser of:

- a. the *Monthly Benefit*; and
- b. the *Insured Monthly Cover*.

The *Total Disability Benefit* is payable monthly in arrears. If less than one month is payable, 1/30 of the *Total Disability Benefit* will be paid for each day it is payable.

The *Total Disability Benefit* will be reduced by any benefit offsets detailed in Clause 3.6 of the *Policy*.

### 3.5 Partial disability benefit

If the *Insured Person* has been *Totally Disabled* for seven (7) out of twelve (12) consecutive days during the *Waiting Period*, and the *Insured Person* becomes *Partially Disabled*, We will pay a *Partial Disability Benefit* if the *Insured Person* is *Partially Disabled* from the day after the later of:

- a. the end of the *Waiting Period*; and
- b. the date the *Insured Person* is no longer *Totally Disabled*.

The *Partial Disability Benefit* is a proportion of the *Total Disability Benefit*, and is calculated as follows:

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

Where:

- A = is the *Insured Person's Pre-Disability Earnings*; and
- B = is the greater of the *Insured Person's Disability Earnings* and the amount that *We* estimate he or she is capable of earning for the month that the *Partial Disability Benefit* is payable. *We* will estimate B (having regard to medical advice and all other available relevant information) assuming the *Insured Person* was working.

If during any of the first three (3) months of a continuous period of *Partial Disability*, B is no more than 20% of A, the *Partial Disability Benefit* will be the same as the *Total Disability Benefit* for each such month.

The *Partial Disability Benefit* will be reduced by any benefit offsets detailed in Clause 3.6.

A *Partial Disability Benefit* will be payable for no longer than the *Benefit Period*. If the *Partial Disability Benefit* is payable after a period during which the *Total Disability Benefit* was paid, the *Partial Disability Benefit* is only payable for the remainder, if any, of the *Benefit Period*.

The *Partial Disability Benefit* is payable monthly in arrears. If less than one (1) month is payable, 1/30th of the *Partial Disability Benefit* will be paid for each day it is payable.

### 3.6 Benefit offsets

A *Total Disability* or a *Partial Disability Benefit* will be reduced by any income received by the *Insured Person* in relation to the *Illness* or *Injury* causing their disablement by way of:

- a. workers' compensation or motor accident compensation; and
- b. sick leave payments; and
- c. statutory compensation payments; and
- d. Centrelink or similar government payments; and
- e. income replacement benefits from any other policies of insurance or superannuation funds.

If any of the payments listed above (other than sick leave payments under Clause 3.6(b)) are received as a lump sum instead of as a monthly amount, *We* will convert that amount to monthly income on the basis of 1% of the lump sum (or, if the lump sum has a designated loss of earnings component, the loss of earnings component of the lump sum) for each month that *We* pay the *Benefit*, for a maximum of eight (8) years.

Subject to Clause 3.6(b), whilst any sick leave payments are made to the *Insured Person* during a period in which *Benefits* are payable, if total sick leave benefits paid to the *Insured Person* exceeds 100% of *Pre-Disability Earnings*, then the *Total Disability Benefit* or *Partial Disability Benefit*, as applicable, reduces to nil.

For self-employed members any ongoing profits, distribution, or salary from the business, calculated as the *Insured Person's* share of the total amount earned by that business, less the *Insured Person's* share of business expenses, but before the deduction of income tax, for that business for the same period will be offset from any *Benefit* payable.

### 3.7 End of benefit payments

*Benefit* payments will cease at the earliest of:

- a. the end of the *Benefit Period*; or
- b. when the *Insured Person* attains the *Benefit Expiry Age*; or
- c. the death of the *Insured Person*; or
- d. the date that the *Insured Person* is no longer *Totally Disabled* or *Partially Disabled*; or
- e. for a *Non-Australian Resident*, the first to occur of:
  - i. the expiry date of a valid *Visa*;
  - ii. termination of employment with the *Employer* (other than termination of employment due to *Total Disability* or *Partial Disability*);

- iii. the date that the person permanently departed Australia; and
  - iv. the date at which two years *Benefit* payments have been made;
- f. for *Benefits* being paid while the *Insured Person* is overseas, after three (3) months *Benefit* payments have been made, unless *We* agree in writing to an extension of this period or the *Insured Person* returns from overseas.

### 3.8 Indexation of benefit payment

Where an *Insured Person* has a *Benefit Period* of greater than two (2) years, and after a *Total Disability* or *Partial Disability Benefit* has been continuously paid for an *Insured Person* for twelve (12) months, the *Total Disability Benefit* or *Partial Disability Benefit* applicable at the end of the *Waiting Period* will be increased by the lesser of 5% and the *Indexation Factor*, but not beyond the maximum benefit limit (Clause 3.3).

The *Total Disability Benefit* or *Partial Disability Benefit* applicable will thereafter be reviewed and increased on the same basis at the end of each further twelve (12) month period for which a *Total Disability Benefit* or *Partial Disability Benefit* is paid for the *Insured Person*, but not beyond the maximum benefit limit (Clause 3.3).

When *Total Disability* or *Partial Disability Benefits* are no longer payable and *Insurance Cover* has not ceased for the *Insured Person*, the *Insured Monthly Cover* for the *Insured Person* will be based on their return to work *Salary*, subject to these Terms and Conditions.

### 3.9 Rehabilitation benefit

If *We* are of the opinion that participation in a return to work program, or some form of vocational rehabilitation treatment, may assist in the *Insured Person's* rehabilitation, *We* may pay some or all of the expenses of that program to the rehabilitation provider where the expenses have been approved in writing by *Us* prior to the implementation of the program.

### 3.10 Waiver of insurance fees

Insurance fees for the *Insured Person* will be waived during periods where a *Total Disability Benefit* or *Partial Disability Benefit* is payable. If a refund of insurance fees is required they must be returned to a complying superannuation fund.

### 3.11 Recurrent disability

If the *Insured Person* has been paid a *Benefit* and they become *Totally Disabled* or *Partially Disabled* from the same or a related *Injury* or *Illness* within six (6) months of the *Benefit* payments ending *We* will consider it a continuation from the previous claim, as long as the *Insured Person* is still covered under the policy. This means a new *Waiting Period* will not apply, but the *Benefit Period* will take into account the previous period of disability, provided the *Insured Person* remains covered for the *Insured Benefit*.

If the *Injury* or *Illness* which caused a previous period of *Total Disability* or *Partial Disability* recurs more than six (6) months after *Benefit* payments end for that disability, and the *Insured Person* has had at least six (6) consecutive months *At Work* since the last period of *Total Disability* or *Partial Disability*, it will be treated as a new claim with a new *Waiting Period* and *Benefit Period* applying.

### 3.12 Death benefit

If an *Insured Person* dies while a *Total Disability Benefit* or *Partial Disability Benefit* is being paid, *We* will pay a death benefit of three (3) times the *Insured Monthly Cover*.

The death benefit will be reduced by the amount paid for a period after the death of the *Insured Person*.

### 3.13 Superannuation contribution benefit

If a *Superannuation Contribution Benefit* is provided for the *Insured Person*, 1/12 of the amount calculated by multiplying the *Insured Person's Salary* by the *Superannuation Contribution Percentage* is also payable when a *Total Disability Benefit* or *Partial Disability Benefit* is payable for an *Insured Person*.

The *Superannuation Contribution Benefit* will be paid directly to a complying superannuation fund for the benefit of the *Insured Person* and payment of the benefit from that superannuation fund will be subject to any conditions of release applying under superannuation law.

### 3.14 Exclusions

We will not pay *Benefits* if the *Event* giving rise to the claim occurs during a period the *Insured Person* is not *Gainfully Employed* or is caused directly or indirectly by:

- a. *War*; or
- b. an intentional self inflicted act; or
- c. normal and uncomplicated pregnancy; or
- d. criminal activity (which means any crime for which the *Insured Person* is convicted where they could receive a custodial sentence, whether or not they do in fact receive a custodial sentence for that crime).

We will not pay any *Benefit* while the *Insured Person* is imprisoned.

### 3.15 Misstatement of age

If the age of an *Insured Person* has been misstated, the *Insured Monthly Cover* in respect of that *Insured Person* will be re-calculated to reflect the *Insured Monthly Cover* that the insurance fees paid would have purchased if it had been calculated using the correct age. If the recalculated benefit:

- a. is less than the *Insured Monthly Cover* which applied before the re-calculation, the *Insured Monthly Cover* will be reduced; or
- b. if the recalculated benefit is greater than the *Insured Monthly Cover* which applied before the re-calculation, the *Insured Monthly Cover* will remain the same, but any overpaid insurance fees due to an overstatement of age will be refunded.

### 3.16 Claims

#### 3.16.1 Payment of a claim

Payment of a claim will be made subject to *Us* admitting liability, satisfaction of *Our* claim requirements and adherence to relevant legislative requirements. *Benefit* payments will be made to *You* on behalf of the *Insured Person*.

Where a *Superannuation Contribution Benefit* is included in the *Benefit*, it is to be paid directly to a complying superannuation fund of the *Insured Person*.

#### 3.16.2 Claim notification

*You* must notify *Us* in writing of an *Event* which may result in a claim as soon as is reasonably practicable, but no later than thirty (30) days, after the expiry of the *Waiting Period* relevant to the *Insured Person*.

If *Our* interests are prejudiced due to delay in notification of such an *Event*, *We* may reduce the *Benefit*, or not pay the claim subject to *Our* requirements at law.

#### 3.16.3 Requirements for assessment of a claim

It is a condition of payment of any *Benefit* that *You* and the *Insured Person* (or the *Insured Person's* Legal Personal Representative or beneficiary) provide *Us* at their expense with all the following:

- a. *reports* from the *Employer*; and
- b. completed claim form provided by *Us*; and
- c. completed medical attendant's reports; and
- d. Certified Copy of Birth Certificate; and
- e. Death certificate, as applicable; and
- f. any other such evidence to substantiate the claim as *We* may reasonably require.

Payment of a *Benefit* is conditional upon the *Insured Person* providing *Us* with regular medical reports from their treating *Medical Practitioners* at their expense as required, and submitting to any medical examination(s) required by *Us* (conducted by the *Medical Practitioner(s)* appointed by *Us*) at *Our* expense.

If the *Insured Person* fails to attend any pre-arranged medical consultations, the *Insured Person* may be liable to pay any fees *We* incur.

Where *We* have agreed to provide *Insurance Cover* for an *Eligible Person* who is:

- a. temporarily employed overseas; or
- b. travelling overseas during paid leave or *Leave Without Pay*; and
- c. the *Insured Person* makes a claim,

*We* may require the *Insured Person* to return to Australia for medical assessment. Medical costs incurred overseas as well as any costs incurred in returning to Australia for medical assessment will be at the expense of the *Insured Person*.

## Section 4 – Insurance Fees

### 4.1 What will insurance cover cost?

The insurance fee in respect of each *Insured Person* are calculated in accordance with the *Insurance Fee Rates* as varied in accordance with Clause 4.3.

Insurance fees are payable on a monthly basis, unless otherwise specified in relation to *Insured Persons* employed by an *Employer* in the *Employer Benefit Summary*.

Where insurance fees are paid other than on a monthly basis, the *Insurance Fee Rates* will be adjusted to reflect the alternate insurance fee frequency and set out in the applicable *Employer Benefit Summary*.

Where a *Business Member* becomes a *Personal Member* under Clause 2.19, the *Insurance Fee Rates* for *Personal Members* will apply.

### 4.2 When will insurance fees be calculated and paid?

#### 4.2.1 Payment period

Insurance fees are payable directly to *Us* in full, from the *Commencement Date*, and shall be calculated for each *Insured Person*:

- a. if payable on a monthly basis, at the end of each month; or
- b. if not payable on a monthly basis, as specified in the *Employer Benefit Summary*.

Adjustments to insurance fees may apply where:

- a. where the *Commencement Date* for a new *Insured Person* precedes the first day of the payment period in which the first insurance fee is determined for the new *Insured Person*; or
- b. where the cover for an *Insured Person* ceased prior to the start of the payment period.
- c. *We* accept an application from the *Insured Person* for an increase in *Insurance Cover*.

And, if so adjustments will be prorated against the monthly insurance fee due in arrears and the adjusted amount will be debited accordingly.

Insurance fees (including any insurance fee adjustments) are payable within thirty (30) days of the end of the applicable payment period.

Insurance fees for *Personal Members* are payable on a monthly basis.

#### 4.2.2 Policy termination date

Insurance fees are payable directly to *Us* in full up to and including the *Policy Termination Date* (or such earlier cover cessation date for an *Insured Person*).

Insurance fees (including any insurance fee adjustments) are payable within thirty (30) days of the end of the month in which the *Policy* is terminated.

### 4.3 When can we vary the rates?

*We* can vary the *Insurance Fee Rates* at any time by giving *You* three (3) month's written notice. Where an *Insurance Fee Rate Guarantee Expiry Date* is specified in an *Employer Benefit Summary*, *We* will not increase *Insurance Fee Rates* prior to the *Insurance Fee Rate Guarantee Expiry Date* unless:

- a. *You* request and *We* agree to a variation of the terms of the *Policy*; or
- b. there has been a variance of 25% or more in the profile of *Insured Persons* (number or occupations) of an *Employer* since the commencement of any *Insurance Fee Rate Guarantee Period* applying in respect of that *Employer*; or
- c. Clause 4.5 applies; or
- d. Clause 4.6 applies.

#### **4.4 Government taxes and charges**

We will pass onto the *Policy Owner* any government taxes and charges (such as Life and General Stamp Duty) which We incur in relation to the *Policy* and which are not included in the *Insurance Fee Rates*.

#### **4.5 Variation of insurance fees due to changes in government charges**

We reserve the right to increase *Insurance Fee Rates* under the *Policy* in respect of any or all *Insured Persons* in the event of any change in the past, existing or future government charges relating to the *Policy*.

Any such increases shall apply from the *Date of Commencement* of the change in the government charges, even if such date is before the date of the written notification to *You*.

#### **4.6 Variation of insurance fees due to war**

We reserve the right to increase *Insurance Fee Rates* under the *Policy* in respect of any or all *Insured Persons* upon written notification to *You* in the event of any *War* which involves Australia, New Zealand, or the country of residence of any *Insured Person*. Any such increase in insurance fees will be effective from the date of *Our* written notice to *You*.

Should that right be exercised and *You* fail to pay the required increase in insurance fees, We reserve the right to reduce the *Benefit* to reflect the *Benefit* that would have been payable if the insurance fee adjustment due to *War* had not been paid.

#### **4.7 Unpaid insurance fees**

If insurance fees are not paid within thirty (30) days of the due date, We will provide *You* with thirty (30) days written notice that We will terminate the *Policy* if the insurance fees continue to remain unpaid.

#### **4.8 Non-receipt of information**

If the insurance fee cannot be calculated because the *Policy Owner* has not provided *Us* with adequate information for this purpose within a reasonable time frame, We may calculate a provisional insurance fee based on the data We have available to *Us*, or provide *You* with thirty (30) days notice of *Our* intention to terminate the *Policy* if We do not receive the information within that thirty (30) day period.

## Section 5 – Glossary of Terms

Term	Definition
Accident	means the occurrence of an <i>Injury</i> .
All Events Cover	means <i>Insurance Cover</i> provided for <i>Total Disablement</i> or <i>Partial Disablement</i> arising from an <i>Illness</i> or <i>Injury</i> regardless of the date the <i>Illness</i> first became apparent or the date the <i>Injury</i> occurred.
At Work	<p>means the <i>Eligible Person</i> was actively performing all the duties of his or her <i>Occupation</i> with the <i>Employer</i>, and was not in receipt of and/or entitled to claim income replacement benefits from any source including workers' compensation, motor accident compensation, statutory compensation, Centrelink or similar government body or any other policies of insurance or superannuation funds.</p> <p>Where an <i>Eligible Person</i> was on approved leave they must have been capable of performing all the duties of his or her regular <i>Occupation</i> had they not been on approved leave. An <i>Eligible Person</i> who did not meet these requirements is <i>Not At Work</i>.</p>
Australian Resident	means a citizen or permanent resident of Australia or a citizen or permanent resident of New Zealand living in Australia.
Automatic Acceptance Limit (AAL)	For <i>Business Members</i> , as specified in the <i>Employer Benefit Summary</i> . No AAL applies in relation to <i>Personal Members</i> .
Benefit	means <i>Total Disability Benefit</i> , <i>Partial Disability Benefit</i> or <i>Interim Accident Cover</i> provided under these Terms and Conditions of the <i>Policy</i> .
Benefit Expiry Age	is age 65
Benefit Formula Cover	<p>means for <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>.</p> <p><i>Benefit Formula Cover</i> does not apply for <i>Personal Members</i>.</p>
Benefit Period	<ol style="list-style-type: none"> <li>For <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>.</li> <li>for <i>Personal Members</i>, either two (2) years or to age sixty five (65) as applied for by the <i>Insured Person</i> and accepted by <i>Us</i> after <i>Underwriting</i>.</li> <li>For <i>Non-Australian Residents</i>, 2 years.</li> </ol>
Business Members	means members of the <i>Insured Fund</i> who are <i>Employees</i> of an <i>Employer</i> .
Category	means a grouping of <i>Employees</i> which have some commonality in the workplace in respect of their employment status and/or <i>Occupation</i> .
Commencement Date	means the date an <i>Insured Person's Insurance Cover</i> (or, when the context requires, increase in <i>Insurance Cover</i> ) commences in accordance with the Terms and Conditions of the <i>Policy</i> .
Disability Earnings	means the <i>Salary</i> earned from personal exertion by the <i>Insured Person</i> during a period of <i>Partial Disability</i> .
Eligibility Conditions	<p>mean conditions for eligibility for <i>Insurance Cover</i> and for <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>.</p> <p>For <i>Personal Members</i>, <i>Eligibility Conditions</i> means being:</p> <ol style="list-style-type: none"> <li>an <i>Australian Resident</i>, or a <i>Non-Australian Resident</i> holding a valid <i>Visa</i>; and</li> <li>at least fifteen (15) years of age and less than sixty five (65) years of age.</li> </ol>
Eligible Person	is a person who satisfies the conditions specified in Clause 2.1.
Employee	means a person who is <i>Gainfully Employed</i> by the <i>Employer</i> .
Employer	means a corporation or entity participating in the <i>Insured Fund</i> as an <i>Employer</i> of <i>Business Members</i> , and in respect of which an <i>Employer Benefit Summary</i> has been agreed with <i>Us</i> .
Employer Benefit Summary	<p>means the benefit details specific to each <i>Employer</i> agreed with <i>Us</i> in writing and forming part of the <i>Policy</i>. In relation to a particular <i>Employee</i>, or a particular <i>Business Member</i>, it means the <i>Employer Benefit Summary</i> and any written agreement from <i>Us</i> referable to that person's <i>Employer</i>.</p> <p>For the purposes of this definition it is agreed that an <i>Employer Benefit Summary</i> may consist of one or more documents and may vary in form between each <i>Employer</i>.</p>

<b>Employer Benefit Summary Start Date</b>	is the date specified in the <i>Employer Benefit Summary</i> .
<b>Endorsement</b>	is any written amendment the <i>Policy</i> agreed between <i>You</i> and <i>Us</i> and issued to <i>You</i> by <i>Us</i> from time to time.
<b>Event</b>	is an occurrence of a medical condition or <i>Illness</i> or any directly or indirectly related condition, or an <i>Injury</i> that has caused, or may cause, a claim to be made under the <i>Policy</i> .
<b>Forward Underwriting Limit</b>	means a level of <i>Insurance Cover</i> which may be provided under <i>Benefit Formula Cover</i> without <i>Underwriting</i> , subject to Clause 2.5.
<b>Gainfully Employed</b>	means being employed or self-employed for gain or reward in any business trade, profession, vocation, calling, <i>Occupation</i> or employment.
<b>Illness</b>	means a sickness or disease suffered by the <i>Insured Person</i> .
<b>Income Producing Duties</b>	means those duties which could reasonably be considered primarily essential to producing a <i>Salary</i> .
<b>Indexation Factor</b>	<p>is the percentage change in the Consumer Price Index which is:</p> <ol style="list-style-type: none"> <li>a. the weighted average of the eight (8) Australian capital cities combined as published by the Australian Bureau of Statistics or any body which succeeds it;</li> <li>b. in respect of the twelve (12) month period finishing on 30 September.</li> </ol> <p>It will be determined at 31 December each year and applied from 1 March in the following year. If the Consumer Price Index is not published by 31 December, the <i>Indexation Factor</i> will be calculated using a retail price index which <i>We</i> consider most nearly replaces it.</p> <p>If the percentage change in the Consumer Price Index, or any substitute for it is negative, the <i>Indexation Factor</i> will be taken as zero.</p>
<b>Injury</b>	means physical damage to the body caused solely and directly by violent accidental, external and visible means and which is not an <i>Illness</i> .
<b>Insurance Cover</b>	means the <i>Benefits We</i> have agreed to provide in accordance with the <i>Policy</i> .
<b>Insurance Fee Rates</b>	means the applicable insurance fee rates applying to the <i>Insured Person</i> .
<b>Insurance Fee Rate Guarantee Expiry Date</b>	means if applicable, in relation to the <i>Insurance Fee</i> specified in an <i>Employer Benefit Summary</i> , the <i>Insurance Fee Rate Guarantee Expiry Date</i> in that <i>Employer Benefit Summary</i> .
<b>Insurance Fee Rate Guarantee Period</b>	means the period up to the <i>Insurance Fee Rate Guarantee Expiry Date</i> .
<b>Insured Fund</b>	means Suncorp Master Trust
<b>Insured Monthly Cover</b>	means, in relation to an <i>Insured Person</i> , the amount (calculated by multiplying the <i>Insured Person's Salary</i> by the <i>Insured Percentage</i> , and dividing by twelve (12)), which <i>We</i> last agreed to provide in accordance with the <i>Policy</i> .
<b>Insurance Only Cover</b>	means that the <i>Insured Person</i> was issued with a "Suncorp Brighter Super" superannuation account by <i>You</i> that has no accumulation benefit, for the purpose of obtaining insurance only cover from <i>Us</i> .
<b>Insured Percentage</b>	is, in relation to an <i>Insured Person</i> , who is a <i>Business Member</i> , the <i>Insured Percentage of Salary</i> specified in the <i>Employer Benefit Summary</i> and, in the case of an <i>Insured Person</i> who is a <i>Personal Member</i> , as specified in the notice <i>We</i> issue after a successful underwriting assessment.
<b>Insured Person</b>	means any <i>Eligible Person(s)</i> for whom <i>Insurance Cover</i> is to be provided under the <i>Policy</i> .
<b>Interim Accident Cover (IAC)</b>	means <i>Interim Accident Cover</i> as described in the <i>Policy</i> .
<b>Leave Without Pay</b>	means in relation to a <i>Business Member</i> , <i>Employer</i> approved leave without pay where there is an agreed start and end date.
<b>Member Selected Insurance Cover</b>	means <i>Insurance Cover</i> applied for by the <i>Eligible Person</i> .
<b>Medical Practitioner</b>	means a medical practitioner (and includes an appropriate specialist) who is legally qualified and registered to the equivalent Australian standards and if they are qualified overseas are approved by <i>Us</i> and is not <i>You</i> , is not employed by <i>You</i> , and is not the <i>Insured Person</i> , <i>their Spouse</i> , relative or a business associate.
<b>Monthly Benefit</b>	means <i>Pre-Disability Earnings</i> multiplied by the <i>Insured Percentage</i> .
<b>New Events Cover</b>	means <i>Insurance Cover</i> provided for <i>Total Disablement</i> or <i>Partial Disablement</i> arising from an <i>Illness</i> which first becomes apparent or an <i>Injury</i> which occurred on or after the <i>Commencement Date</i> .
<b>Non-Australian Resident</b>	means a person residing in Australia and holding a supporting <i>Visa</i> .
<b>Not At Work</b>	means a person who does not satisfy the definition of <i>At Work</i> .

<b>Occupation</b>	means the principal employment or activity of the <i>Eligible Person</i> from which they derive a <i>Salary</i> .
<b>Partially Disabled Partial Disability</b>	means an <i>Insured Person</i> who, as a result of <i>Illness</i> or <i>Injury</i> , was previously <i>Totally Disabled</i> under the <i>Policy</i> , is no longer <i>Totally Disabled</i> and: <ul style="list-style-type: none"> <li>a. is performing, or able to perform, one or more of the important <i>Income Producing Duties</i> of their <i>Occupation</i>, or is otherwise working; and</li> <li>b. is under the regular care, and following the advice of a <i>Medical Practitioner</i>; and</li> <li>c. is earning less than their <i>Pre-Disability Earnings</i> as a result of the <i>Illness</i> or <i>Injury</i> causing <i>Partial Disability</i>.</li> </ul> <p>The <i>Insured Person</i> must also satisfy either the 'temporary incapacity' or 'permanent incapacity' conditions of release under superannuation law.</p>
<b>Permanent Incapacity</b>	means in relation to an <i>Insured Person</i> We must have determined that, after consideration of medical and any other evidence, We are reasonably satisfied that the <i>Insured Person's</i> ill health (whether physical or mental) makes it unlikely that they will engage in gainful employment for which they are reasonably qualified by education, training or experience.
<b>Permanent Basis</b>	means the <i>Eligible Person</i> is engaged and performing all of the <i>Income Producing Duties</i> of their usual <i>Occupation</i> for a minimum of fifteen (15) hours each week and satisfies one of the following conditions: <ul style="list-style-type: none"> <li>a. the <i>Eligible Person</i> is employed on a permanent full time or permanent part-time basis (in the case of <i>Business Members</i> with their <i>Employer</i>); or</li> <li>b. the <i>Eligible Person</i> has been employed as casual for a minimum period of two (2) years (in the case of <i>Business Members</i> with their <i>Employer</i>); or</li> <li>c. the <i>Eligible Person</i> is a contractor working on a fixed term contract of at least twelve (12) months duration, from which they derive a <i>Salary</i> (in the case of <i>Business Members</i> from the <i>Employer</i>) whose <i>Salary</i> is paid directly by the employing entity under the contract and is in receipt of superannuation guarantee contributions paid by the employing entity under the contract; or</li> <li>d. the <i>Eligible Person</i> is self-employed on a full-time or part-time basis.</li> </ul>
<b>Personal Details</b>	means: <ul style="list-style-type: none"> <li>a. title, surname, given name, residential address, date of birth, gender, date commenced employment, occupation, basis of employment (permanent, casual or contract), salary, hours worked per week and insurance <i>Category</i>.</li> </ul>
<b>Personal Members</b>	means members of the <i>Insured Fund</i> other than <i>Business Members</i> , including those members who were originally <i>Business Members</i> and subsequently ceased employment with an <i>Employer</i> .
<b>Policy</b>	means the terms and conditions contained in this policy, <i>its schedules</i> and includes any <i>Endorsements</i> or any other written agreement issued by <i>Us</i> to <i>You</i> from time to time.
<b>Policy Commencement Date</b>	means 17 April 2009.
<b>Policy Owner</b>	means Suncorp Portfolio Services Limited ABN 61 063 427 958, in its capacity as trustee of Suncorp Master Trust ABN 98 350 952 022, RSE Fund Registration No. R1056655
<b>Policy Re-issue Date</b>	means the "Policy Re-issue Date" specified in Part A – Policy Details of the <i>Policy</i> .
<b>Policy Termination Date</b>	means the date <i>You</i> or <i>We</i> terminate the <i>Policy</i> .
<b>Pre-Disability Earnings</b>	means an <i>Insured Person's</i> monthly rate of <i>Salary</i> immediately before the start of the <i>Waiting Period</i>
<b>Review Date</b>	means the last time your <i>Insurance Cover</i> was updated as a result of <i>Personal Details</i> being received which impacts your <i>Insurance Cover</i> .
<b>Salary</b>	For <i>Business Members</i> , <i>Salary</i> means the <i>Salary</i> advised at the <i>Review Date</i> preceding the date that the <i>Insured Person</i> is determined to be <i>Totally Disabled</i> unless otherwise specified in the <i>Employer Benefit Summary</i> .  For <i>Business Members</i> , <i>Salary</i> will comprise base salary unless otherwise specified in the <i>Employer Benefit Summary</i> . Where <i>Salary</i> includes commission and bonuses, the <i>Employer</i> must include, when advising <i>Salary</i> on the <i>Commencement Date</i> and at each <i>Review Date</i> , a three (3) year rolling average of any paid commission or bonuses.  Where the <i>Business Member</i> has not been eligible for commission or bonuses for a

	<p>period of three (3) years, then the average must be calculated over the shorter period.</p> <p><i>Benefits</i> paid will be based on the <i>Salary</i> at the last <i>Review Date</i>, unless otherwise specified in the <i>Employer Benefit Summary</i>.</p> <p>For <i>Personal Members</i>, <i>Salary</i> will be determined from the highest average monthly earnings from employment over any consecutive twelve (12) months in the period of three (3) years before the date that the <i>Insured Person</i> is determined to be <i>Totally Disabled</i>.</p> <p>Where the period of their employment is less than twelve (12) months, <i>Salary</i> will be determined from the average monthly earnings over their shorter period of employment.</p> <p>For self-employed persons who have an ownership interest in the business which is operating under a sole trading, partnership, company and/or trust (including an employee of their own company or trust) structure, <i>Salary</i> is their share of the net income before tax of the business (their share of business income less business expenses), directly due to their personal exertion.</p>
Spouse	means another person, including a person of the same sex, who is legally married to the person or, though not legally married to the person, lives with the person on a genuine domestic basis as the legal spouse of the person.
Superannuation Contribution Benefit	means: <ul style="list-style-type: none"> <li>a. for <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>; and</li> <li>b. for <i>Personal Members</i>, subject to <i>Our</i> acceptance.</li> </ul>
Superannuation Contribution Percentage	means: <ul style="list-style-type: none"> <li>a. for <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>; and</li> <li>b. for <i>Personal Members</i>, if it applies, as specified in the notice <i>We</i> issue after a successful <i>Underwriting</i> assessment</li> </ul>
Takeover Terms	means, unless otherwise specified in the <i>Employer Benefit Summary</i> , the <i>Takeover Terms</i> which apply are those set out in FSC Guidance Note No. 11Group Insurance Takeover Terms as amended from time to time.
Temporary Incapacity	means in relation to an <i>Insured Person</i> who has ceased to be gainfully employed (including an <i>Insured Person</i> who has ceased temporarily to receive any gain or reward under a continuing arrangement for the <i>Insured Person</i> to be gainfully employed), means ill-health (whether physical or mental) that caused the <i>Insured Person</i> to cease to be gainfully employed but does not constitute <i>Permanent Incapacity</i> .
Totally Disabled Total Disability	<p>means the <i>Insured Person</i>, as a result of <i>Illness</i> or <i>Injury</i>:</p> <ul style="list-style-type: none"> <li>a. is unable to perform one or more of the important <i>Income Producing Duties</i> of their <i>Occupation</i>; and</li> <li>b. is not working, whether or not for reward; and</li> <li>c. has consulted and is under the regular care, and following the advice, of a <i>Medical Practitioner</i>.</li> </ul> <p><i>Insured Person</i> must also satisfy either Temporary Incapacity or Permanent Incapacity condition of release under superannuation law.</p>
Transfer Date	Means the date from which <i>We</i> agree to accept <i>Transferred Cover</i> .
Transferred Cover	is any previously accepted insurance which <i>We</i> have agreed to takeover under <i>Takeover Terms</i> specified in the <i>Employer Benefit Summary</i> .
Transferred Person	means any person for whom <i>We</i> have agreed to offer <i>Takeover Terms</i> .
Transitional Employer	means an <i>Employer</i> who was covered under this <i>Policy</i> on the day immediately prior to the <i>Transitional Period</i> .
Transitional Members	means: <ul style="list-style-type: none"> <li>(a) <i>Personal Members</i> who were covered under this <i>Policy</i> on the day immediately prior to the <i>Transitional Period</i>; and</li> <li>(b) <i>Employees</i> of a <i>Transitional Employer</i> prior to the <i>Transitional Period</i>, and new <i>Employees</i> of a <i>Transitional Employer</i> during the <i>Transitional Period</i>.</li> </ul>

<b>Transitional Period</b>	means the period commencing on 30 May 2016 and ending on such date as all <i>Transitional Members</i> and <i>Transitional Employers</i> have been transferred into the Suncorp Superannuation Division (Division 13) of the <i>Insured Fund</i> .
<b>Underwriting Underwritten</b>	means the assessment conducted by <i>Us</i> of any person applying for <i>Insurance Cover</i> prior to <i>Our</i> acceptance of the risk.
<b>Uninsurable Occupation</b>	is an <i>Occupation</i> that <i>We</i> consider to be an unacceptable risk and for which <i>We</i> will not provide <i>Insurance Cover</i> for an <i>Eligible Person</i> .
<b>Visa</b>	means a current and valid <i>Visa</i> issued in accordance with the Migration Act 1958 (Cth) or any amending or replacing Act. It can be a: <ul style="list-style-type: none"> <li>a. Subclass 457 working Visa; or</li> <li>b. Subclass 457 working Visa (with a 8107 condition); or</li> <li>c. <i>Spouse Visa</i> (<i>Spouse</i> of a permanent <i>Australian Resident</i> on a two year temporary stay Visa) without a 'no work' condition.</li> </ul>
<b>Waiting period</b>	means: <ul style="list-style-type: none"> <li>a. for <i>Business Members</i>, as specified in the <i>Employer Benefit Summary</i>; or</li> <li>b. for <i>Personal Members</i>, either thirty (30), sixty (60), or ninety (90) days as applied for by the <i>Insured Person</i> and accepted by <i>Us</i> after <i>Underwriting</i>.</li> </ul> <p>The <i>Waiting Period</i> starts on the day the <i>Insured Member</i> is first <i>Totally Disabled</i>. The <i>Waiting Period</i> may be 30, 60 or 90 days and determines the earliest day that the <i>Insured Person</i> will be eligible to receive benefit payments.</p>
<b>War</b>	means any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.
<b>We/Our/Us</b>	means Suncorp Life & Superannuation Limited (ABN 87 073 979 530, AFSL 229880) , whose registered office is at: <p style="text-align: center;">Level 28, Brisbane Square 266 George Street Brisbane QLD 4000</p>
<b>You/Your</b>	and includes any of <i>Our</i> properly appointed delegates. means the <i>Policy Owner</i> except in Clause 3.16.3 where, in respect of <i>Business Members</i> , it also includes the <i>Employer</i> .

# Executed as an Agreement

**EXECUTED** on behalf of **Suncorp Life & Superannuation Limited** )  
**ABN 87 073 979 530** by its duly authorised officer )

\_\_\_\_\_  
Signature of authorised officer

\_\_\_\_\_  
Name of authorised officer

\_\_\_\_\_  
Date

**EXECUTED** on behalf of **Suncorp Portfolio Services Limited** )  
**ABN 61 063 427 958** in accordance with section 127(1) of the )  
Corporations Act 2001 (Cth) by authority of its directors: )

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Date

## How to contact us

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Group Risk  
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Phone 1800 623 349

Fax 02 8275 3389

Email [GroupInsuranceTender@suncorp.com.au](mailto:GroupInsuranceTender@suncorp.com.au)

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266 George Street  
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