

## Life, inspired by you.

# **Group Life Insurance**

## **Combined Product Disclosure Statement and Policy Document**

Issue Date: 1 November 2023

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



#### **About MetLife**

In Australia, MetLife provides group insurance and individual life insurance products, specialising in death, total and permanent disability, and income protection insurance. Since its entry into the Australian market in 2005, MetLife has grown its group insurance market share significantly through partnering with superannuation funds, employers, brokers and advisers.

With over 150 years of experience, MetLife globally has established a strong presence in more than 40 markets reaching nearly 100 million customers.

This product is issued and underwritten by MetLife Insurance Limited.

The other companies within the MetLife group do not issue, guarantee or underwrite this product.

#### Which group insurance products are described in this document?

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

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

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

You can contact us on 1300 555 625 for a copy of these documents. You should consider these documents in deciding whether to acquire these other products.

#### MetLife 360Health - Virtual Care

When you purchase the policy, all *insured persons* under the policy will automatically have access to MetLife 360Health including the Virtual Care program.

MetLife 360Health Virtual Care is a service that gives an *insured person*, their partner and their children access to expert medical support and guidance from the comfort of their own home.

When someone is facing a health problem they need clear, definitive answers and reassurance that the support they are getting is the best available. We help where there is uncertainty by providing an *insured person* (and their partner and children) with easy access to general practitioners, specialists, mental health clinicians, dietitians and exercise physiologists via Virtual Care which is provided through our partner Teladoc Health.

The services available include Mental Health Assist, Expert Medical Opinion, Ask a Clinician, Fitness and Recovery and Nutrition Consultation. These services are designed to provide support for the *insured person* (and their partner and children) and are confidential.

For more information on this service, including instructions on how to access the service, please visit www.metlife.com.au/insurance-solutions/personal-insurance/360health/metlife-360health-corporate/

#### Contents

About this document	2
How to read this booklet	2
What documents make up your policy?	2
What is MetLife Group Life Insurance Ordinary	2
Understanding your insurance	2
Updating this PDS	3
Applying for cover	3
Other information	4
Automatic acceptance	4
Underwriting	4
Duty to take care not to make a misrepresentation - Persons being underwritten	4
Forward underwriting limits	5
Premiums and charges	5
General information	6
Your duty of disclosure - Applying for this policy	6
If you do not tell us something	6
Previous Representations and information - existing cover that was not provided automatically	6
Our Privacy Statement	6
Tax and stamp duty	7
Commissions	7
Cooling off period	7
Life Insurance Code of Practice	7
Our contact details	8
How to contact us	8
Complaints resolution	8
Group Life Insurance: a snapshot	9
Features at a glance: benefit and options	9
Cover and limitations	9
Features and benefits	10
TPD definitions	11

## **About this document**

#### How to read this booklet

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

#### In this booklet:

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

#### What documents make up your policy?

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

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

Please keep these documents in a safe place.

## What is MetLife Group Life Insurance Ordinary?

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

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

#### Understanding your insurance

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

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

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

This booklet contains important information about:

- significant features and benefits of this product,
- your Duty of Disclosure when applying for this product,
- the Duty to Take Reasonable Care for any insured person that applies for underwritten cover,
- our internal and external dispute resolution procedures, and
- your cooling off rights when purchasing this product.

Please note that, in addition to the summary of the significant features and benefits of this product, you must also read the policy document (which forms part of this booklet) as it contains the specific terms and conditions to understand the insurance provided (including the terms, exclusions and limitations that may apply to your cover). You should also refer to the MetLife Target Market Determination for MetLife ordinary (non-superannuation) Group Life and Group Income Protection available at www.metlife.com.au/partnerships/corporate/before making a decision about acquiring, retaining or disposing of these products.

## **About this document**

#### **Updating this PDS**

The information contained in this PDS is current at the time of issue. From time to time we may change or update information that is not materially adverse by providing a notice of changes on our website www.metlife.com.au. You can also obtain a paper copy of the updated information without charge by calling us on 1300 555 625.

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

#### Applying for cover

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

Neither this booklet nor the quote summary constitute a legally binding contract of insurance with *MetLife*. A contract is only formed when:

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

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

## Other information

#### Automatic acceptance

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

- at least 75% of the people that meet the eligibility conditions become an insured person, and
- the conditions that you set for people to be covered under this policy does not allow them to directly or indirectly choose their own level of cover outside of those conditions without our consent. For example, the amount of cover a person can obtain is based on a set formula which applies to all persons who meet the conditions, and
- at each annual review date, you provide us with the relevant details of every person who satisfies the eligibility conditions as at the annual review date. If a person satisfies the eligibility conditions, but you do not provide their details at the next annual review date after they become an eligible person, we may require that person to apply for cover and their application will be subject to acceptance by us. Unless we agree otherwise with you, we will require medical or other evidence as per our normal underwriting process as part of the person's application.

#### **Underwriting**

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

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

When we underwrite a person for cover and we have received all the information we reasonably require, we will decide to:

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

- accept with a combination of an exclusion and a loading, or
- (e) decline cover.

Where the policy covers 50 or more *insured persons*, any loading will be recorded but not charged by *us* unless the *insured person* chooses to continue cover under a continuation option (if applicable).

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

#### Duty to take reasonable care not to make a misrepresentation - Persons being underwritten

Care must be taken to answer all questions we ask as part of an eligible person's insurance application honestly and accurately.

Otherwise, the *eligible person* may not be able to rely on the insurance when it's needed most.

When an *eligible person* applies for life insurance, we will ask them a number of questions.

Our questions will be clear and specific. They will be about things such as the *eligible person*'s health and medical history, occupation, income, lifestyle, pastimes, and other insurance.

The answers given in response to our questions are very important. We use them to decide if we can provide cover to the eligible person and, if we can, the terms of the cover and the premium we will charge.

#### The duty to take reasonable care

When applying for insurance, there is a duty to take reasonable care not to make a misrepresentation. A misrepresentation could be made if an answer is given that is false, only partially true, or that does not fairly reflect the truth.

This means when answering our questions, the *eligible person* should respond fully, honesty and accurately.

The duty to take reasonable care not to make a misrepresentation applies any time an *eligible person* answers *our* questions as part of an initial application for insurance, an application to extend or make changes to existing insurance, or an application to reinstate insurance.

The eligible person is responsible for all answers given, even if someone assists them with their application. We may later investigate the answers given in the eligible person's application, including at the time of a claim.

## Other information

#### Consequences of not complying with the duty

If there is a failure to comply with the duty to take reasonable care not to make a misrepresentation, it can have serious consequences for the *eligible person's* insurance, such as those explained below:

Potential consequences	Additional explanation	Impact on claims
The cover being avoided	This means the eligible person's cover will be treated as if it never existed	Any claim that has been made will not be payable
The amount of cover being changed	The eligible person's cover level could be reduced	If a claim has been made, a lower benefit may be payable
The terms of the cover being changed	We could, for example, add an exclusion to the eligible person's cover meaning claims for certain events will not be payable	If a claim has been made for an event that is now excluded, it will not be payable

If we believe there has been a breach of the duty to take reasonable care not to make a misrepresentation, we will let the *eligible person* know our reasons and the information we rely on and give the *eligible person* an opportunity to provide an explanation.

In determining if there has been a breach of the duty, we will consider all relevant circumstances.

The rights we have if there has been a failure to comply with the duty will depend on factors such as what we would have done had a misrepresentation not been made during the *eligible person's* application process and whether or not the misrepresentation was fraudulently made.

If we decide to take some action on the *eligible person's* cover, we will advise you or the *eligible person* of our decision and the process to have this reviewed or make a complaint if you or the *eligible person* disagree with our decision.

#### Guidance for answering our questions

When answering our questions, the eligible person should:

- Think carefully about each question before they answer.
   If they are unsure of the meaning of any question, they should ask us before they respond,
- · Answer every question that we ask,
- Not assume that we will contact the eligible person's doctor for any medical information,

- Answer truthfully, accurately and completely. If they are unsure about whether they should include information, they should include it or check with us,
- Review their application carefully. If someone else helped prepare their application (for example, their adviser), they should check every answer (and make corrections if needed) before the application is submitted.

#### Other important information

An *eligible person*'s application for cover will be treated as if they are applying for an individual 'consumer insurance contract'. For this reason, the duty to take reasonable care not to make a misrepresentation applies.

Before the *eligible person's* cover starts, we may ask about any changes that mean they would now answer *our* questions differently. As any changes might require further assessment or investigation, it could save time if the *eligible person* lets us know about any changes when they happen.

If after the cover starts, the *eligible person* thinks they may not have met their duty, they should contact *us* immediately and *we'll* let them know whether it has any impact on the cover.

#### Forward underwriting limits

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

#### Premiums and charges

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

Your premium rate will mainly depend on factors impacting on the level of insurance risk such as:

- (a) the amount and type of cover that will be provided;
- (b) the demographics of the *insured persons* (e.g. age, occupation, and gender distributions); and
- (c) your history of claims.

## **General information**

## Your duty of disclosure - Applying for this policy

This section applies only to the policy owner. Persons being underwritten should refer to "Duty to take reasonable care not to make a misrepresentation – Persons being underwritten" on page 4 of this PDS.

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

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

You do not need to tell us anything that:

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

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

#### If you do not tell us something

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

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

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

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

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

For the avoidance of doubt, if between the date of quotation and the commencement date, the number of persons who will be eligible for cover changes by more than 25% from the number of eligible persons declared for the purposes of quoting, this is considered a matter relevant to our decision whether to accept the risk and, if so, on what terms.

## Previous Representations and Information – existing cover that was not provided automatically

Please note that subject to the terms and conditions of the policy, the insurer (MetLife) in accepting the risk of insuring your existing cover (i.e. cover that was not provided to you automatically) will be doing so on the basis of the cover being valid because you, or the insured person, complied with your/ their duty of disclosure or duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth) (whichever duty applied at the time of your, or the insured person's application for the cover) when applying for cover with any previous insurer.

MetLife will also be relying on the representations you, or the insured person, made and the information you/they provided in relation to any existing cover which was not provided to you automatically, as though the representations made and the information provided was true, accurate and complete and as if those representations were made, and the information was provided, directly to MetLife.

In the event that you/they did not comply with your/their duty of disclosure (or otherwise made misrepresentations) or your/their duty to take reasonable care not to make a misrepresentation (as applicable), you understand that MetLife may have remedies under the Insurance Contracts Act 1984 (Cth) in relation to your existing cover, including avoiding the cover (i.e. treating it as though it never started), as though the breach of duty and/or misrepresentation occurred directly with and/or to MetLife.

#### **Our Privacy Statement**

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

## **General information**

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

For further information about how we handle your personal information, the entities we often disclose personal information to (including overseas recipients), details of how you can access or correct the information we hold about you or make a complaint, you can access our Privacy Policy at www.metlife.com.au/privacy or contact us on 1300 555 625.

#### Tax and stamp duty

Goods and Services Tax (GST) currently does not apply to life insurance premiums. Premiums are inclusive of stamp duty where applicable. The rate of duty will differ depending on which state or territory the *insured person* resides in and that rate may also vary from time to time.

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

The way your insurance benefits and premiums are taxed will depend on your individual circumstances. We recommend that you consult a professional tax adviser for advice regarding your circumstances.

#### Commissions

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

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

#### Cooling off period

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

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

If you cancel the policy within the cooling off period we will:

- · refund any premium you have paid; and
- terminate the policy effective from the commencement date. Note, this means that we will not pay any benefits under the policy.

If you cancel the policy after the cooling off period or if you have exercised rights or powers under the policy (for example, if you have made a claim), we will retain the portion of premium which relates to the cover that was provided before we received your written notice.

#### Life Insurance Code of Practice

MetLife is proud to have adopted the Life Insurance Code of Practice – a code developed by the life insurance industry to ensure a consistently high level of product and service standards for all Australians.

You can find information about the Code at the Life Insurance Code of Practice link at the bottom of each page on our website www.metlife.com.au

## Our contact details

#### How to contact us

MetLife Insurance Limited GPO Box 3319, Sydney NSW 2001

Telephone: 1300 555 625 Monday to Friday (except public

holidays) 8:00 am to 5:00 pm (AEST)
Email: auservices@metlife.com
Website: www.metlife.com.au

#### Complaints resolution

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

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

Telephone: 1300 555 625

Email: aucomplaints@metlife.com

or write to:

Dispute Resolution Officer MetLife Insurance Limited Reply Paid 3319, SYDNEY NSW 2001 You may contact the Australian Financial Complaints Authority (AFCA) if you are not satisfied with how we respond to your complaint. AFCA is an independent body whose services are available to you at no cost. They can be contacted by:

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

or write to:

Australian Financial Complaints Authority GPO Box 3, MELBOURNE VIC 3001

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

## Group life insurance: a snapshot

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

#### Features at a glance: benefits and options

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

#### Cover and limitations

Minimum number of insured persons	25		
Who can own the policy?	You must be an Australian entity* to be the policy owner.		
Who can obtain cover?	Generally Australian residents or holders of a valid temporary visa aged up to 69 <sup>^</sup> . The person will also need to be <i>employed</i> by an Australian entity* and satisfy any other <i>eligibility conditions</i> chosen by you and agreed to by us.		
Premium frequency	Yearly unless other frequency requested	(at additional cost).	
Minimum premium (excluding any commissions, third party administration fees and government charges, taxes and levies)	\$10,000 per annum.  We may change the minimum premium amount (increase or decrease) at the end of the premium guarantee period.		
	Death cover (including terminal illness)	Total and permanent disablement (TPD) cover	
Maximum benefit	No maximum**	\$5 million	
Minimum entry age	15	15	
Maximum entry age	69^	69***^	
Maximum cover cessation age	70	70***	
Exclusions	Exclusions and limitations apply which means that there will be situations where we will not pay a benefit. Refer to the terms and conditions in the policy document for further information.		

<sup>\*</sup>Entity as defined under s64A of the Corporations Act 2001 (Cth)

<sup>\*\*</sup>Must be financially justified and subject to conditions.

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

<sup>^</sup>Entry age may be lower if the cover cessation age that applies to your policy is lower.

#### Features and benefits

Feature/Benefit	Description	Policy Document Page
Death benefit	Provides a benefit if an insured person dies.	2
Terminal illness benefit*	Provides a benefit if an insured person becomes terminally ill.	2
TPD benefit	Provides a benefit if an insured person becomes totally and permanently disabled.	2
Standard cover	Available to all persons who satisfy the <i>eligibility conditions</i> chosen by <i>you</i> and agreed to by <i>us</i> . To get <i>standard cover</i> each person must be disclosed to <i>us</i> within 30 days of the next <i>annual review date</i> after they first satisfy the <i>eligibility conditions</i> .	3
No <i>TPD</i> tapering (optional)	We may agree to not taper an insured person's TPD cover. This may be at an additional cost to you.	6
24-hour worldwide cover	We'll provide cover for an insured person 24 hours a day while they are overseas. Some conditions apply.	8
Cover while on leave without pay	We'll continue to provide cover while an insured person is on approved leave.	8
Continuation option (optional)	An insured person may be able to continue their cover once their employment ceases with you. This may be at an additional cost to you.	9
Interim accident cover	Provides interim cover for up to 90 days while an <i>insured person</i> or <i>eligible person</i> is being underwritten.	10
Extended cover	Provides cover for up to 60 days after an <i>insured person</i> leaves <i>your</i> employment and ceases to be eligible for cover under the policy.	12
Bundled policy discount	We may provide a discount when you take out both a Group Life Policy and Group Income Protection Policy with us. When we provide a discount, it will apply to the policy with the lowest premium.	14
Waiver of underwriting loadings		
Guaranteed renewable	We'll guarantee to renew the policy each year provided the premiums are paid in accordance with the terms and conditions of the policy.	
Profit sharing (optional)	Larger policies with at least 1,000 insured lives may be entitled to participate in profits that are based on self-experience profit sharing, by way of repayment of premiums.	

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

#### **TPD** definitions

There are two TPD definitions available in this policy described as Definition 1 or Definition 2.

If Definition 1 applies, that definition has two parts:

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

The Part that will apply in the event of a claim will depend on the age of the *insured person* at the time of disablement.

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

Insured Person, at the date of disablement is Definition	
age 64 or under	TPD Part A (Standard)
age 65 or older*	TPD Part B (Restricted)

<sup>\*</sup>Where TPD cover does not cease on the person's 65th birthday.

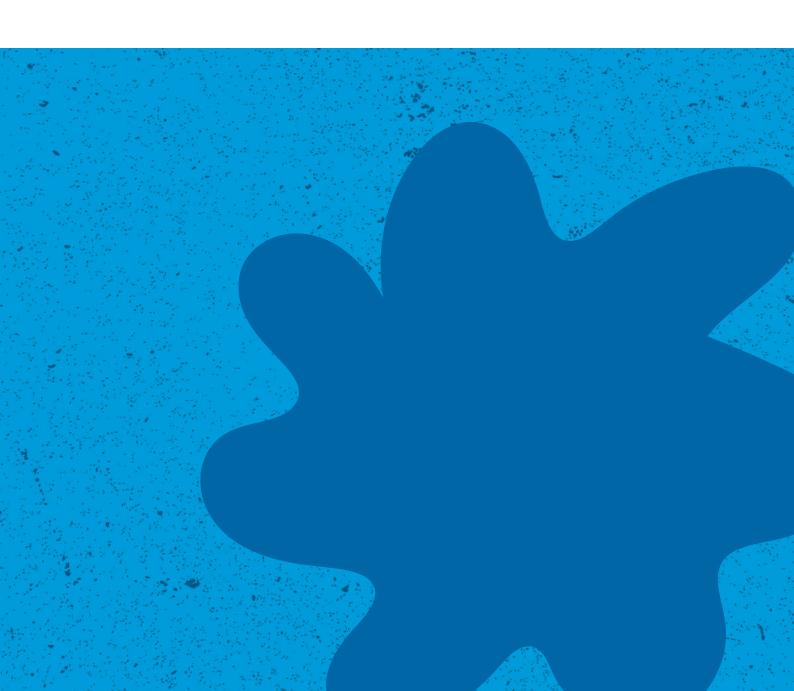
If Definition 2 applies, that definition only has Part A (Standard).

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## Group Life Insurance (Ordinary)

**Policy Document** 



#### About this policy document

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

In this policy:

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

#### **Understanding your policy**

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

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

There is also a section 13.9 Interpretation that contains some rules that explain how the policy is intended to be read.

#### Contents

1.	Benefits	2	9.	Claims	12
1.1	Types of benefits	2	9.1	When to tell us about a claim	12
1.2	What we pay	2	9.2	What we need to be told	12
1.3	Maximum benefits	2	9.3	Claims evidence	12
2.	Getting cover	2	9.4	Confidentiality requirements	13
2.1	Eligibility	2	10.	Premiums	13
2.2	Automatic acceptance	2	10.1	Amount and calculation of premiums	13
2.3	Standard cover	3		Adjustments in premiums	13
2.4	Underwritten cover	3		When premiums are due	14
	Takeover cover				
2.5	Takeover cover	3		Minimum annual premium amount	14
3.	When cover starts and its conditions	5		Premium audit	14
3.1	When cover starts	5		Premium corrections	14
3.2	Limited cover	5		Premium discount for bundled policies	14
4	Cover amounts	6	10.8	Profit sharing	14
4.		6	11.	Varying the policy	15
4.1	Amount of cover	6	11.1	When we can vary the policy	15
4.2	Automatic changes to cover	6	11.2	Changes in the law and its interpretation	15
4.3	Reducing or cancelling cover	6	11.3	War in Australia	15
4.4	Tapering of TPD cover	6			
4.5	Changes to automatic acceptance limits	7	12.	Exclusions	16
5.	Extent of cover	8	12.1	Acts of war	16
5.1	TPD definition	8		Suicide or self-inflicted injury	16
5.2	Worldwide cover	8	12.3	Previous terminal illness benefit	16
5.3	Leave without pay	8	12.4	Sanctions	16
			12.5	Criminal activity	16
6.	Continuation option	9	13.	Policy owner information	17
7.	Interim accident cover	10	13.1	Policy term	17
7.1	What is interim accident cover?	10	13.2		17
7.2	When interim accident cover starts and stops	10		Currency	17
7.3	What we'll pay	10		Audit	17
7.4	What happens if we pay an interim			Notices	17
	accident benefit?	10		Waivers	
	Ending and reinstating cover	44			17
8.		11	13.7	Non-assignment of policy	18
8.1	When cover will end for an insured person	11	13.8	Statutory fund and surrender value	18
8.2	What happens if this policy ends?	12	13.9	Interpretation	18
8.3	Reinstating cover	12	13.10	Governing law	18
8.4	Extended cover	12	14.	Complaints	18
			15.	Definitions	19
			A	ondix A — Incomo Definitions	24

#### 1. Benefits

#### 1.1 Types of benefits

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

Death	Terminal Illness*	Total and Permanent Disablement (TPD)
We'll pay you a benefit if an insured person dies.	We'll pay you a benefit if an insured person becomes terminally ill, provided the date of certification occurs whilst the person is an insured person.	We'll pay you a benefit if an insured person becomes totally and permanently disabled, provided the date of disablement occurs whilst the person is an insured person.

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

#### 1.2 What we pay

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

#### One person, one benefit

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

#### 1.3 Maximum benefits

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

### 2. Getting cover

#### 2.1 Eligibility

To be eligible for cover under this policy, a person must satisfy the *eligibility conditions* in the *policy schedule*. Once a person receives cover under this policy, they will continue to hold that cover until it ends under the terms of the policy (see section **8.1 When cover will end for an insured person**).

#### 2.2 Automatic acceptance

Automatic acceptance means that we will accept an eligible person for insured cover up to the automatic acceptance limit without the need for underwriting, subject to the terms of section 2.3 Standard cover.

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

#### 2.3 Standard cover

Where an automatic acceptance limit applies, a person who:

- is an eligible person,
- is at least 15 years of age and no older than the maximum entry age,
- has been notified to us, including all relevant details we require, within 30 days of the next annual review date after they first satisfy the eligibility conditions (or by another date we have agreed with you)\*, and
- is not subject to takeover cover,

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

\*If a benefit becomes payable under this policy for an *eligible person* after they have satisfied the *eligibility conditions*, but before the date that you are required to notify us of the *eligible person*'s details, we will deem that *eligible person* to have been notified to us in accordance with this section 2.3.

#### 2.4 Underwritten cover

An eligible person who:

- is not permitted to obtain standard cover under automatic acceptance or takeover cover,
- seeks cover above the standard cover they obtained under automatic acceptance or takeover cover, or
- seeks to have their cover increase in line with their insured cover formula above the limits under section 4.2
   Automatic changes to cover,

must obtain cover through underwriting.

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

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

After considering an application for cover, where we have received all the information we require, we will make one of the following decisions:

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

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

#### 2.5 Takeover cover

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

- we will provide cover and determine our liability for claims made in respect of the transferred cover by applying
  FSC Guidance Note 11 (or equivalent industry replacement guidance) as the "incoming insurer." If there is any
  inconsistency between the terms and conditions of this policy and FSC Guidance Note 11 (or equivalent industry
  replacement guidance), the policy terms and conditions prevail to the extent of the inconsistency,
- any individual conditions, exclusions or restrictions that applied to a person's transferred cover under the *previous* policy on the day before the commencement date will continue to apply until they expire according to their terms. This includes any limited cover and exclusions,

- where the automatic acceptance limit under this policy is higher than the automatic acceptance limit that applied under the previous policy, we will uplift all insured persons to the new automatic acceptance limit. For insured persons who held underwritten cover under the previous policy, those who held a forward underwriting limit below the new automatic acceptance limit will be uplifted to the new automatic acceptance limit. Those who held a forward underwriting limit higher than the new automatic acceptance limit will retain that amount as a forward underwriting limit, with any restrictions, loadings and/or conditions that applied under the previous policy applicable to the amount above the new automatic acceptance limit,
- where the automatic acceptance limit under this policy is lower than the automatic acceptance limit that applied
  under the previous policy, the new lower automatic acceptance limit will apply to all existing insured persons, with the
  following exceptions:
  - insured persons who held standard cover under the previous policy greater than MetLife's automatic acceptance
    limit will retain their cover as a forward underwriting limit. Any automatic changes to cover as per section 4.2
    Automatic changes to cover will be capped at this forward underwriting limit, and
  - insured persons who held cover with a forward underwriting limit will retain that amount as a forward underwriting limit. Any exclusions, restrictions or loadings that had applied to the insured person's cover will continue to apply to the cover above the automatic acceptance limit of the previous policy,
- where takeover cover applies and the insured person receives an increase in cover, limited cover conditions may apply
  as per section 3.2 Limited cover,
- we will provide these takeover terms for each person for the same type of cover they had under the previous policy. For example, if a person only had death cover under the previous policy, we will only provide takeover cover terms on death cover under this policy, even if they are eligible for other cover types. Similarly, if a person had no cover under the previous policy (because they had previously opted out, had cover cancelled or they were not eligible for cover after they joined the employer), they will not be provided cover under this policy, unless we agree otherwise with you, and
- we are accepting the *insured person's takeover cover* based on their representations that the information provided to the insurer of the *previous policy* was true, accurate and complete and that they complied with their 'Duty of Disclosure' or 'Duty to take reasonable care not to make a misrepresentation' (as applicable at the time they applied for their cover under the *previous policy*). We may reduce the amount of insurance provided to an *insured person*, or treat the *takeover cover* for that person as not having commenced with *us*, if the person breached their 'Duty of Disclosure', or 'Duty to take reasonable care not to make a misrepresentation' (as applicable at the time they applied for their cover under the *previous policy*), or made misrepresentations in a way which would enable an insurer to exercise a remedy under the Insurance Contracts Act 1984 (Cth).

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

#### 3. When cover starts and its conditions

#### 3.1 When cover starts

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

Cover type	Cover starts
Standard cover	<ul> <li>For a person who obtains standard cover by way of automatic acceptance, cover starts from the:</li> <li>date they first become an eligible person if this happens on or after the commencement date, or</li> <li>commencement date if they first became an eligible person before the commencement date and remain so on the commencement date.</li> </ul>
Underwritten cover	For a person who obtains <i>underwritten cover</i> , cover starts when we accept the <i>eligible person</i> for cover.
Takeover cover	For a person who obtains <i>takeover cover</i> , cover starts on the <i>commencement date</i> , or on a later date we have agreed with <i>you</i> and this is specified in the <i>policy schedule</i> .

#### 3.2 Limited cover

#### What's limited cover?

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

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

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

#### When limited cover applies

Limited cover conditions apply as follows:

Cover type	Scenario	Limited cover conditions
Standard cover	The insured person is not in active employment on the date standard cover commences.	Limited cover conditions apply until they have returned to active employment for 30 consecutive days as also shown in the diagram below.
Standard cover	The insured person is not in active employment on the date their standard cover increases, and this increase occurs purely as a result of any change to the policy terms and/or benefit design, including an increase to the automatic acceptance limit, a change in the insured cover formula and/or an increase in the cover cessation age.	Limited cover conditions apply to the increased portion of cover until they have returned to active employment for 30 consecutive days as also shown in the diagram below.
Takeover cover	The insured person obtains takeover cover, is not in active employment on the commencement date, and receives an increase in cover purely as a result of any change to the policy terms and/or benefit design compared to the previous policy, including an increase to the automatic acceptance limit, a change in the insured cover formula and/or an increase in the cover cessation age.	Limited cover conditions apply to the increased portion of cover until they have returned to active employment for 30 consecutive days as also shown in the diagram below.

#### Example



#### 4. Cover amounts

#### 4.1 Amount of cover

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

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

#### 4.2 Automatic changes to cover

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

If there were less than 100 *insured persons* at the latest *annual review date*, any such change in cover cannot result in the amount of cover increasing by more than the greater of:

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

since the last annual review date.

#### 4.3 Reducing or cancelling cover

An insured person can apply to reduce or cancel their cover at any time, subject to the insured cover formula in the policy schedule.

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

#### 4.4 Tapering of TPD cover

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

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

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

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

#### 4.5 Changes to automatic acceptance limits

#### Increases in the automatic acceptance limit

Where there is a change in benefit design and the automatic acceptance limit increases, the higher automatic acceptance limit will apply to all existing insured persons who hold cover immediately prior to the date of the increase, unless the insured person has a capped cover amount accepted by us or a forward underwriting limit applicable to them which is greater than the new automatic acceptance limit, in which case the higher capped cover amount or forward underwriting limit will continue to apply.

Any exclusions, restrictions and/or loadings that had applied to the *insured person*'s cover immediately prior to the date the *automatic acceptance limit* is increased will continue to apply, but only on the cover above the new higher *automatic acceptance limit*.

Limited cover conditions shall apply to any increase in cover as a result of increases in the automatic acceptance limit, see section 3.2 Limited cover.

#### Decreases in the automatic acceptance limit

Where there is a change in benefit design and the *automatic acceptance limit* decreases, the lower *automatic acceptance limit* will apply to all existing insured persons who hold cover immediately prior to the date of the decrease, with the following exceptions:

- Insured persons who held standard cover greater than the new automatic acceptance limit immediately prior to the
  decrease will retain their cover as a forward underwriting limit. Any automatic changes to cover as per section 4.2
   Automatic changes to cover will be capped at this forward underwriting limit.
- Insured persons who held a capped cover amount accepted by us or a forward underwriting limit immediately prior to the decrease will retain that capped cover amount or forward underwriting limit. Any exclusions, restrictions and/or loadings that had applied to the insured person's cover immediately prior to the date the automatic acceptance limit is decreased will continue to apply to the cover above the previous automatic acceptance limit.

#### 5. Extent of cover

#### 5.1 TPD definition

There are two *TPD* definitions available in this policy described as *TPD Definition 1* or *TPD Definition 2*. Whether *TPD Definition 1* or *TPD Definition 2* applies to *your* policy will be stated in the *policy schedule*.

TPD Definition 1 has two parts:

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

TPD Definition 2 only has Part A (Standard).

When TPD Definition 1 applies the table below sets out when Part A (Standard) or Part B (Restricted) of the definition will be applied to an insured person.

1	Insured Person	TPD Definition
i	is age 64 or younger on their date of disablement	TPD Part A (Standard)
i	is age 65 or older on their date of disablement*	TPD Part B (Restricted)

<sup>\*</sup>Where the cover cessation age is greater than 65.

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

#### 5.2 Worldwide cover

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

- is not an Australian Resident,
- · holds a valid temporary visa, and
- is temporarily overseas for reasons other than employment,

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

If an insured person:

- is not an Australian Resident,
- holds a valid temporary visa, and
- · is temporarily employed overseas,

cover will continue to the earliest of 2 years or the expiration date of the *valid temporary visa*, provided premiums continue to be paid by *you*.

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

In the case of a *total and permanent disablement* or *terminal illness* claim, an *insured person* may, where reasonably required by *us* for the purposes of the assessment of their claim, be required to return to Australia at their own expense.

If they do not return to Australia within 6 months of the date of any reasonable request, they may not be entitled to claim, or continue any claim, unless we otherwise agree.

#### 5.3 Leave without pay

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

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

If the *insured person* will be on *unpaid leave* beyond the initial 24 month period, *you* may extend cover beyond the 24 month period by applying to *us* in writing before the 24 month period ends. Any extension will be at *our* discretion, exercised reasonably and based on consideration of relevant factors including but not limited to for how long the *insured person* will be on leave beyond the 24 month period and the reason(s) for the *unpaid leave*.

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

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

## 6. Continuation option

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

The person must:

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

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

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

- satisfactory completion of the application for Continuation Option form,
- the amount of cover under the individual policy is no more than the cover that applied when their cover ceased under this policy, and
- the individual policy having the same exclusions and loadings that applied when their cover ceased under this policy.

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

#### 7. Interim accident cover

#### 7.1 What is interim accident cover?

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

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

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

#### 7.2 When interim accident cover starts and stops

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

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

#### 7.3 What we'll pay

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

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

We will pay this benefit in addition to any amount paid from other cover that applies to the *eligible person* under this policy subject to section 1.3 Maximum benefits.

#### 7.4 What happens if we pay an interim accident benefit?

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

## 8. Ending and reinstating cover

#### 8.1 When cover will end for an insured person

Cover for an insured person under this policy will end on the earlier of the following:

When the insured person	Cover ends on
<ul> <li>is paid under the policy:</li> <li>a terminal illness benefit,</li> <li>a total and permanent disablement benefit,</li> <li>a death benefit, or</li> <li>an interim accident benefit</li> </ul>	the date the benefit becomes payable.
reaches the cover cessation age	the date they reach the cover cessation age.
commences duty with the military services (other than the Australian Armed Forces Reserve and is not on active duty outside Australia) of any country	the date they commence duty with the military services.
dies	the date of death.
has their cover cancelled by the policy owner	the date determined under section 4.3 Reducing or cancelling cover.
is no longer an <i>insured person</i> because the policy is terminated	the date the policy is terminated subject to section 8.2 What happens if this policy ends?
is no longer an Australian Resident and does not hold a valid temporary visa, is no longer permanently in Australia or is not eligible to work in Australia	the date the person is no longer an Australian Resident or no longer permanently in Australia or eligible to work in Australia.
ceases to be engaged by the <i>employer</i>	for an employee, the date they cease to be employed by the employer. for anyone else, the date they cease to be engaged by the employer. We will however extend cover from this date for up to 60 days (see section 8.4 Extended cover).
ceases to meet the <i>eligibility conditions</i> (excludes ceasing to meet the <i>maximum entry age</i> if lower than the <i>cover cessation age</i> )	the date they cease to meet the eligibility conditions.
no longer meets the conditions under section  5.2 Worldwide cover for cover while temporarily overseas	the date the person no longer meets the conditions for cover to continue while overseas under section <b>5.2</b> Worldwide cover.
no longer meets the conditions under section  5.3 Leave without pay for cover during unpaid leave	the date the person no longer meets the conditions for cover to continue when on <i>unpaid leave</i> under section <b>5.3 Leave without pay</b> .
has not had the outstanding premium owing for their cover paid to <i>us</i> within 30 days of the <i>premium due date</i>	the date premiums have been paid up to for the insured person's cover.
ceases to hold a valid temporary visa and is not an Australian Resident	the date the visa expires.
is accepted or rejected for a continuation option (for Extended Cover only)	the date the application for a continuation option is either accepted or rejected.

#### 8.2 What happens if this policy ends?

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

If you take out a policy with another insurer when this policy ends, we will use FSC Guidance Note 11 (or equivalent industry replacement guidance) to transfer the cover of all insured persons to the new policy. Where there are inconsistencies between FSC Guidance Note 11 (or equivalent industry replacement guidance) and this policy, this policy will prevail to the extent of the inconsistency.

#### 8.3 Reinstating cover

If you wish to reinstate cover that has ceased for an *insured person*, please contact us to discuss the circumstances under which cover can be reinstated.

#### 8.4 Extended cover

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

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

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

#### 9. Claims

#### 9.1 When to tell us about a claim

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

If you or the *insured person* unreasonably delay telling *us*, and that delay causes *us* to be unable to reasonably assess and determine a claim, we may refuse to pay the claim.

#### 9.2 What we need to be told

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

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

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

#### 9.3 Claims evidence

All evidence must be clear, able to be understood and if in writing, legible.

Where reasonable, we may require you to have foreign language evidence translated into English, and appropriately certified to be a true copy of the original. Where this is required, we will ensure appropriate and reasonable support is provided to any *insured persons* who do not speak English as a first language.

#### 9.4 Confidentiality requirements

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

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

#### 10. Premiums

#### 10.1 Amount and calculation of premiums

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

#### 10.2 Adjustments in premiums

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

#### Method 1

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

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

#### Example

The annual review date is 1 January 2025 and a new employee joins on 1 December 2024. They are covered for 31 days out of 365. Therefore the amount of premium charged for the 2024 calendar year will be (31/365) x the annual premium.

#### Method 2

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

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

When:

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

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

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

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

#### 10.3 When premiums are due

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

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

#### 10.4 Minimum annual premium amount

We reserve the right to apply a minimum annual premium amount. If a minimum annual premium amount applies, this will be stated in the *policy schedule*. We may change the minimum annual premium amount by giving *you* 30 days written notice. Such minimum annual premium will become payable from the end of the *premium guarantee period* until we advise it is no longer payable.

#### 10.5 Premium audit

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

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

#### 10.6 Premium corrections

If the age of an *insured person* has been incorrectly stated, *you* must advise *us* of the correct age as soon as it is reasonable for *you* to do so. We will retrospectively and prospectively adjust the premium and/or amount of cover for that *insured person*, as appropriate, based on the correct age.

#### 10.7 Premium discount for bundled policies

If the *policy owner* has an active Group Income Protection Policy with *us*, *we* may provide a discount on whichever policy (either this policy or the Group Income Protection Policy) has the lowest gross annual premium.

Where a discount is provided this will be detailed in the *policy schedule*, including the percentage amount of the discount. The discount will be applied to the final premium calculation at the *annual review date*.

If the policy owner cancels the Group Income Protection Policy with us, we will stop providing the discount.

#### 10.8 Profit sharing

Larger policies with at least 1,000 insured lives may be entitled to participate in profits that are based on self-experience profit sharing by way of repayment of premiums.

If you are eligible and have elected to participate in self-experience profit sharing, all details will be specified in your policy schedule.

### 11. Varying the policy

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

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

#### 11.1 When we can vary the policy

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

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

- the number of *insured persons* covered under this policy changes by more than 25% from the number of *insured persons* at the commencement of the previous *premium guarantee period*,
- the number of insured persons covered under this policy becomes less than 75% of eligible persons, or
- your business activity results in unusual changes in the number of insured persons (such as due to mergers or takeovers) which leads, in our appointed actuary's opinion, to an increase in the premium rates by 5% or more.

#### 11.2 Changes in the law and its interpretation

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

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

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

In this section, a "law" includes an industry code of practice that we are under a legal or contractual obligation to comply with.

#### 11.3 War in Australia

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

## 12. Exclusions

#### 12.1 Acts of war

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

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

#### 12.2 Suicide or self-inflicted injury

Where cover for an insured person is

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

we will not pay a benefit if:

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

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

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

#### 12.3 Previous terminal illness benefit

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

#### 12.4 Sanctions

No benefit will be payable where the payment would expose us, you or the insured person (or an entity related to us or you) to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia or United States of America.

#### 12.5 Criminal activity

We will not pay a benefit for an *insured person* if their death, *terminal illness* or *total and permanent disablement* is caused directly from the *insured person*'s participation in criminal activity.

### 13. Policy owner information

#### 13.1 Policy term

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

- the date we receive your written request to cancel this policy,
- a date we agree to in writing with you,
- the date cover ends for all insured persons, or
- a date we give you in writing if a premium is more than 30 days overdue. See section 10.3 When premiums are due.

#### 13.2 Record keeping

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

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

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

Additionally, you must provide any records we are entitled to access under this policy to investigate the premiums owed to us during a relevant period, and the person's eligibility to be covered under this policy.

For insured persons who are overseas for a period exceeding 90 days for any reason, you must provide us with the following at each annual review date:

- · visa expiration date if not an Australian Resident,
- location(s),
- · start date of period overseas, and
- anticipated end date of period overseas.

#### 13.3 Currency

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

#### 13.4 Audit

We may conduct an audit of:

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

which are connected with this policy.

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

#### 13.5 Notices

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

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

#### 13.6 Waivers

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

#### 13.7 Non-assignment of policy

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

#### 13.8 Statutory fund and surrender value

This policy:

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

#### 13.9 Interpretation

How to read this policy:

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

#### 13.10 Governing law

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

## 14. Complaints

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

But if we are unable to resolve a dispute to the *insured person*'s satisfaction, the *insured person* may contact the Australian Financial Complaints Authority for help.

#### **Australian Financial Complaints Authority**

Phone: 1800 931 678

Write to: GPO Box 3, MELBOURNE VIC 3001

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

## 15. Definitions

	Bodily injury caused solely and directly by accidental, external and visible means, independent of any other cause.		
active employment	A person who, based on the balance of available evidence, is capable of performing their identifiable duties, without restriction by any illness or injury, for at least 35 hours per week (whether or not they are actually working those hours).		
annual review date	The "Annual Review Date" stated in the policy schedule.		
at work	Actively performing all the duties of their occupation, working their usual hours free from any limitation due to illness or injury and not entitled to or receiving income support benefits of any kind.		
Australian Resident	<ul> <li>A person who</li> <li>(a) resides in Australia and is either an Australian citizen or the holder of a permanent visa as identified by the Australian Government, or</li> <li>(b) is a citizen of New Zealand and the holder of a Special Category Visa while residing in Australia indefinitely. This includes a citizen of New Zealand who held a Special Category Visa whilst residing in Australia and has departed overseas temporarily, but who remains a citizen of New Zealand whilst overseas and eligible to reside and work in Australia under the Special Category Visa.</li> </ul>		
automatic acceptance	The maximum amount determined by us and notified to you from time to time as stated in the policy schedule for which we may accept a person for insured cover without application.		
basic work activities	<ol> <li>Means any of the following: Mobility; Vision; Lifting; Manual Dexterity; Hearing; Communicating.</li> <li>Mobility:         <ul> <li>(a) Walk more than 200m on a level surface without stopping; or</li> <li>(b) Bend, kneel or squat to pick something up from the floor from standing position and straighten up again.</li> </ul> </li> <li>Vision:         <ul> <li>Read to the extent that an Ophthalmologist can certify that:</li></ul></li></ol>		
	Comprehend and express oneself through verbal or written language with clarity, where the inability to speak verbally or write with clarity must be due to dysfunction of the nervous system that is present on clinical examination, as certified by an appropriate <i>medical specialist</i> . Examples of dysfunction include dysarthria, aphasia and dysphasia.		
casual employee	<ul> <li>A person being engaged in employment of a temporary nature where:</li> <li>continuity of employment is not guaranteed by the employer, regardless of hours worked or the period of employment, and</li> <li>the person is not entitled to annual leave or sick leave.</li> </ul>		

contractor	A person who is contracted for a fixed period of <i>employment</i> determined at the commencement of their <i>employment</i> and where that person is entitled to have benefits such as superannuation contributions and sick leave.	
cover cessation age	The age at which a person's <i>insured cover</i> will cease, and they are no longer eligible for cover under this policy. The cover cessation age is shown in the policy schedule.	
date of assessment	The date we determine the insured person's total and permanent disablement claim under this policy.	
date of certification	The most recent date that two medical practitioners, one of whom is a medical specialist in the insured person's illness, certify that the illness will lead to the insured person's death within the certification period	
date of disablement	<ul> <li>The later of, the date:</li> <li>on which a medical practitioner examines and certifies in writing that the insured person is disabled, and</li> <li>the insured person ceases all work.</li> </ul>	
eligibility conditions	"Eligibility Conditions" stated in the <i>policy schedule</i> that detail how a person can become eligible for <i>insured</i> cover.	
eligible person	A person who meets the "Eligibility Conditions" stated in the policy schedule.	
employed or employment	A person being engaged by the employer:  under a contract of employment and includes a:  permanent employee  casual employee  contractor, or  as a franchisee, or	
	• as a partner (if the <i>employer</i> is a partnership).	
employer	The "Employer" named in the policy schedule and any associated entity agreed to by us.	
forward underwriting limits	The amount, determined by us, which an insured person's insured cover may increase to, in line with the calculation for insured cover, without the need for additional underwriting. This is only available where the policy has a standard formula for calculating the insured cover.	
franchisee	An individual who has entered into a franchise agreement with you.	
franchise agreement	Has the meaning given to it in the Competition and Consumer (Industry Codes Franchising) Regulation 2014 (or any legislation that replaces it).	
FSC Guidance Note 11	FSC Guidance Note No. 11 Group Insurance Takeover Terms as amended from time to time (the current version of which is dated 9 May 2013).	
gainful employment	Employed or self-employed for gain or reward, or in expectation of gain or reward in any business, trade, profession, vocation, calling, occupation or employment.	
income	<ul> <li>(a) As set out in Appendix A and the definition which applies will depend on the insured person's employment status and is stated in the policy schedule, and</li> <li>(b) any other component agreed to by us that would not otherwise be considered as income under Appendix A.</li> </ul>	
	The following rules apply:	
	<ul> <li>Where the person is on unpaid leave and we continue to provide cover in respect of that insured person pursuant to section 5.3 Leave without pay, income is the amount defined in (a) and (b), immediately before the start of the unpaid leave.</li> </ul>	
	<ul> <li>Where the person takes a period of paid leave at a reduced income prior to commencing unpaid leave, and we continue to provide cover in respect of that insured person pursuant to section 5.3 Leave without pay, income is the amount defined in (a) and (b) immediately before the start of the period of paid leave at a reduced income.</li> </ul>	
	<ul> <li>Where extended cover applies as per 8.4 Extended cover, income is the amount defined in (a) and (b) immediately before the date of employment cessation.</li> </ul>	
insured cover	The "Insured Cover" stated in the <i>policy schedule</i> which details the calculation of insurance cover for an <i>insured person</i> .	
insured person	A person who has cover in force under this policy, other than interim accident cover.	
interim accident benefit	The benefit payable for interim accident cover as described in section 7 Interim accident cover.	
- Interim accident benefit		

limited cover conditions	The limitations on an insured person's cover as described in section 3.2 Limited cover.	
maximum benefit	The "Maximum Benefit" stated in the <i>policy schedule</i> which is the maximum sum insured that will be paid under this policy for an <i>insured person</i> .	
maximum entry age	The maximum age a person can be to be eligible for standard cover as stated in the policy schedule. For the avoidance of doubt, maximum entry age is counted in whole years. Therefore, for a maximuentry age of 69, we will consider a person to be aged 69 until the day before their 70th birthday.	
medical practitioner	A person who is registered and practising as a medical practitioner in Australia other than the:  • insured person, or  • insured person's spouse or partner, parent, child, sibling or business partner.	
	We may accept a similarly qualified person who is registered and practising as a medical practitioner in another country, on the basis their credentials are recognised by the Australian Medical Board.	
medical specialist	A medical practitioner who is registered as a Specialist with the Australian Health Practitioner Regulation Agency (or any other body which replaces it).	
permanent employee	Employment under an agreement or award in which a person works a minimum number of hours, ha an employment contract of indefinite duration, and is entitled to conditions and benefits normally associated with permanent employment such as annual leave and sick leave.	
policy owner	The "Policy Owner" named in the policy schedule.	
policy schedule	Any document issued to you which contains the specific terms and conditions that apply to this policy.	
premium due date	The "Premium Due Date" stated in the policy schedule.	
premium guarantee period	The "Premium Guarantee Period" stated in the policy schedule.	
premium rates	The rates stated in the <i>policy schedule</i> "Schedule 2".	
previous policy	The "Previous Policy" named in the policy schedule.	
special category visa	Has the meaning given to it in section 32 of the Migration Act 1958 (Cth).	
standard cover	The acceptance of <i>insured cover</i> by <i>us</i> without the need for underwriting for an amount up to the <i>automatic acceptance limit</i> .	
takeover cover	The cover described in section 2.5 Takeover cover.	
terminal illness / terminally ill	(a) an insured person suffering from an illness that despite reasonable medical treatment will lead to the insured person's death within the certification period, and	
	(b) we are satisfied, on medical or other evidence, that despite reasonable medical treatment the illness will lead to the insured person's death within the certification period referred to in paragraph (a).	
	The date of certification must be made while the insured person is covered under this policy.	
total and permanent	Has the meaning set out below and can be:	

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

- Definition 1, and/or
- Definition 2, and/or
- an alternative definition as agreed by us.

The definition(s) which apply will be stated in your policy schedule.

#### **Definition 1**

Total and Permanent Disablement (TPD) means:

#### Part A (Standard):

For an insured person who is under the age of 65 as at their date of disablement:

We determine that solely because of injury or illness, the insured person:

- (a) has not worked at any time during the entire TPD waiting period;
- (b) is under regular medical care and ongoing attendance of a medical practitioner; and
- (c) as at the end of the *TPD waiting period* and at the *date of assessment*, is unlikely ever to work in any *gainful employment* for which they are reasonably suited by their education, training or experience.

In forming our opinion for part (c), we will consider the following factors:

 any rehabilitation, re-skilling, retraining or voluntary work undertaken up to the date of assessment; total and permanent disablement (TPD)/ totally and permanently disabled (continued)

- any rehabilitation, re-skilling or retraining that could reasonably be expected to be undertaken
  on or after the date of assessment; and
- all relevant information up to the date of assessment.

#### Part B (Restricted):

For an insured person who is aged 65 or older as at their date of disablement:

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

- the insured person suffering the permanent loss of use of 2 limbs or the sight of both eyes or the permanent loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot).
- ii) solely because of injury or illness, and having provided proof to *our* satisfaction, the *insured* person:
  - has been unable to perform at least two basic work activities for at least 3 consecutive months, and
  - (b) is unable to perform at least two basic work activities for the rest of their life, without the help of another person,
- iii) the insured person has a psychiatric impairment which:
  - (a) has been diagnosed by a psychiatrist under the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) issued by the American Psychiatric Association (or similar diagnostic tool determined by the Royal Australian and New Zealand College of Psychiatrists Board); and
  - (b) has been assessed by a psychiatrist as resulting in an impairment of 19% or more on the Psychiatric Impairment Rating Scale and in their opinion the condition is permanent; and
  - (c) the insured person's psychiatrist believes won't improve.
- iv) the *insured person* through injury or illness, and having provided proof to *our* satisfaction, is suffering from the permanent deterioration or loss of intellectual capacity that has required the *insured person* to be under continuous care and supervision by another adult person for at least 3 consecutive months and this care is likely to be ongoing on a permanent daily basis,
- v) we determine that solely because of injury or illness, the insured person:
  - (a) has not worked at any time during the entire TPD waiting period;
  - (b) is under regular medical care and ongoing attendance of a medical practitioner; and
  - (c) as at the end of the *TPD waiting period* and at the *date of assessment*, is unlikely ever to work in any *gainful employment* for which they are reasonably suited by their education, training or experience.

In forming our opinion for part (c), we will consider the following factors:

- any rehabilitation, re-skilling, retraining or voluntary work undertaken up to the date of assessment:
- any rehabilitation, re-skilling or retraining that could reasonably be expected to be undertaken on or after the *date of assessment*; and
- all relevant information up to the date of assessment.

#### **Definition 2**

Total and Permanent Disablement (TPD) means:

#### Part A (Standard):

We determine that solely because of injury or illness, the insured person:

- (a) has not worked at any time during the entire TPD waiting period;
- (b) is under regular medical care and ongoing attendance of a medical practitioner; and
- (c) as at the end of the *TPD waiting period* and at the *date of assessment*, is unlikely ever to work in any gainful employment for which they are reasonably suited by their education, training or experience.

In forming our opinion for part (c), we will consider the following factors:

- any rehabilitation, re-skilling, retraining or voluntary work undertaken up to the date of assessment;
- any rehabilitation, re-skilling or retraining that could reasonably be expected to be undertaken on or after the *date of assessment*; and
- all relevant information up to the date of assessment.

**TPD** waiting period

3 consecutive months immediately following the date of disablement

underwritten cover	Cover accepted by <i>our</i> underwriters following <i>our</i> assessment of any information that <i>we</i> may reasonably require, including information about the person's personal and family medical history.	
unpaid leave	Any period of absence by the <i>insured person</i> from their occupation, unpaid by the <i>employer</i> , that has been approved by the <i>employer</i> in writing prior to such absence.	
valid temporary visa	A current and valid visa permitting residency (excluding a visa allowing permanent residency in Australia) and employment in Australia issue in accordance with the Migration Act 1958 (Cth) or any amending or replacing Act which enable an <i>eligible person</i> or <i>insured person</i> to work in Australia.	
war	Any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.	
we/our/us	MetLife Insurance Limited ABN 75 004 274 882 AFSL No. 238096.	
you/your	The policy owner.	

## **Appendix A – Income Definitions**

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

Definition	<b>Employment Status</b>	Income Definition
1(a).	Employed – standard (excluding casual employees)	The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation including salary sacrifice amounts, but excluding overtime payments, profit distributions, director's fees and any other non-regular payments.
1(b).	Employed – tailored components (excluding casual employees)	The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation including salary sacrifice amounts, SG contributions*, regular commission*, regular bonus* (but excluding overtime payments, profit distributions, director's fees and any other non-regular payments). Where this income includes commission and bonuses, these components will be averaged over a three year period, unless otherwise specified in the <i>policy schedule</i> .  *The component(s) that apply to <i>you</i> will be specified in the <i>policy schedule</i> .
2.	Casual employee	The average of the regular income received by the <i>insured person</i> from the <i>employer</i> over the previous 12 months or the actual period if less, subject to a minimum average period of 3 months.
3.	Partner	The total regular income received by the <i>insured person</i> (after deduction of their share of business expenses) from the <i>employer</i> because of the personal exertion of the <i>insured person</i> , averaged over the previous 12 months (or lesser period if <i>employed</i> for less than 12 months).  Income may include profit distribution that is connected to personal exertion. Profit distribution will be averaged over the previous 2 years (or lesser period if <i>employed</i> for less than 2 years).  When calculating the average <i>income</i> , if the <i>insured person</i> has been <i>employed</i> for 6 months or less, we will average over 6 months.  Income will not include investment income or similar payments that may continue
4.	Shareholders (employed as a permanent employee)	in the event of disability.  The total regular income received by the <i>insured person</i> from the <i>employer</i> for personal exertion for their occupation, including any income distributed to a spouse/partner and/or a child/children, (also including salary sacrifice amounts but excluding overtime payments, profit distributions, director's fees and any other non-regular payments). Where this income includes commission and bonuses these components will be averaged over a three year period.

Definition	<b>Employment Status</b>	Income Definition
5.	Franchisee	Income is the Gross Total Receivables Package less Ongoing Franchise Expenses.  "Gross Total Receivable Package" means the total income received from the operation of the franchise and includes, but is not limited to, the following items:  Franchise income from all regular jobs,  Franchise income from all irregular jobs,  Mandated superannuation contributions,  Depreciation* of business equipment and motor vehicle(s),  The proportionate value of the motor vehicle.  "Ongoing Franchise Expenses" means the total expenses that is necessarily incurred in the operation of the franchise and includes, but is not limited to, the following items:  Franchise fees,  Insurance,  Equipment and motor vehicle(s) maintenance costs,  Fuel,  Office supplies.  *The maximum depreciation amount to be added back is the lesser of the actual depreciation, and 20% of net profit.
6.	Self -employed (Executive Director)	For a self-employed person, or an executive director, and who owns (directly or indirectly) all or part of the business, including all or part ownership through another legal entity, the regular income earned in the 12 months immediately prior from the <i>insured person</i> 's personal exertion after the deduction of their share of business expenses incurred in earning the income excluding investment income, profit distributions or similar payments that may continue in the event of <i>disability</i> .

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