

VISION SUPER – Australian Services Union (ASU)

MLC GROUP INCOME PROTECTION INSURANCE POLICY DOCUMENT

POLICY NUMBER G3484 – SIXTH ENDORSEMENT

This is the sixth endorsement to policy G3484 and takes effect from the commencement of 1 February 2023.

AGREEMENT

Policy G3484 is varied by deleting all of the terms, conditions and schedules of the policy in their entirety and replacing them with the terms, conditions and schedules attached to this endorsement.

For and on behalf of MLC Limited	For and on behalf of the Policyowner
Sign name:	Sign name:
Print name & title:	Print name & title:
MLC Limited	Vision Super Pty Ltd
Date:	Date:

VISION SUPER – Australian Services Union

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This group income protection policy document forms part of Group Income Protection Policy No. G3484 between MLC Limited ABN 90 000 000 402 and the *policyowner*.

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1. **BENEFITS**

1.1 **Total Disability Benefit**

- 1.1.1 *We will pay you a total disability benefit if an insured member is totally disabled immediately after the waiting period has ended.*
- 1.1.2 Subject to condition 1.1.5, the amount of the *total disability benefit* will be the *monthly benefit* for an *insured member* less the amount of the *insured member's disability income*.
- 1.1.3 The amount of the *monthly benefit* is the lesser of:
- (a) the amount of the *insured member's* cover under this policy, as determined in accordance with condition 3;
 - (b) the *insured percentage* times the *insured member's pre-disability income*;
 - (c) the *maximum monthly benefit*.
- 1.1.4 The *total disability benefit* will end as soon as one of the following happens:
- (a) the *insured member* is no longer *totally disabled*;
 - (b) the *benefit payment period* ends;
 - (c) the *insured member* reaches the *cover expiry age*;
 - (d) the *insured member* dies.
- 1.1.5 The *monthly benefit* will only be reduced by the *insured member's disability income* for a particular month to the extent that the *monthly benefit* plus the *disability income* exceeds the *insured percentage* of the *insured member's pre-disability income*.

1.2 **Partial Disability Benefit**

- 1.2.1 *We will pay you a partial disability benefit if an insured member is partially disabled immediately after the waiting period has ended.*
- 1.2.2 Subject to condition 1.2.5, the amount of the *partial disability benefit* will be the *partial monthly benefit* for an *insured member* less the amount of the *insured member's disability income*.
- 1.2.3 The amount of the *partial monthly benefit* is the *monthly benefit* reduced by the following amount:
- $$\frac{\text{monthly income}}{\text{pre-disability income}} \times \text{monthly benefit}$$
- for each month the *insured member* is continuously *partially disabled*.
- 1.2.4 The *partial disability benefit* will end as soon as one of the following happens:
- (a) the *insured member* is no longer *partially disabled*;
 - (b) the *benefit payment period* ends;
 - (c) the *insured member* reaches the *cover expiry age*;
 - (d) the *insured member* dies.
- 1.2.5 The *partial monthly benefit* will only be reduced by the *insured member's disability income* for a particular month if the member's *income* from all sources exceeds the *insured member's pre-disability income*.

1.3 Waiting Period

The *waiting period* that applies to an *insured member* will be subject to the following conditions:

- (a) the *waiting period* starts on the date a *medical practitioner* examines the person and certifies that they are *disabled*;
- (b) the *insured member* must be *totally disabled* for at least 7 out of the first 12 consecutive days of the *waiting period* to qualify for a *disability benefit*;
- (c) if the person returns to work at full capacity during the *waiting period*, the *waiting period* starts again unless the return to work happens once and it is for no more than 5 consecutive days. If this happens, we will add the number of days of work to the *waiting period*.

1.4 Recurrent Disability Benefit

- 1.4.1 The *waiting period* does not apply if the *insured member* is *disabled* again from the same or a related cause within 6 months of the date a *disability benefit* was last payable in respect of the *insured member*. However, we will treat this as a continuation of the original claim and add both periods of *disability* (and any subsequent periods) together to determine when the *benefit payment period* ends.

2. START OF COVER

2.1 Commencement of Takeover Cover

- 2.1.1 Cover for a person who was insured under the *previous policy* commences under this policy, and the extent of *our* liability in respect of a claim made by such a person will be determined, in accordance with *Guidance Note 11* on the basis that we are the *incoming insurer*, the *outgoing insurer* is The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809, and the *takeover date* is 1 January 2018.
- 2.1.2 Any individual conditions, exclusions or restrictions which applied to an *insured member* under the *previous policy* immediately prior to the *policy commencement date* will continue to apply to their cover under this policy until such time as they expire according to their terms.
- 2.1.3 If cover commenced for an *insured member* under this policy prior to the *transition date*, any limited cover, individual conditions, exclusions or restrictions which applied to them under this policy prior to the *transition date* will continue to apply until such time as they expire according to their terms.

2.2 Obtaining cover on or after 1 February 2023

- 2.2.1 Despite any other provision in this policy, on or after the *transition date*, cover provided under this policy will not start or restart for a person unless the person has made a request to obtain cover.
- 2.2.2 If a person satisfies the *eligibility criteria* and applies to *us* for *default cover* within 90 days of the fund issuing the *welcome letter*, we will provide *default cover* from the date they satisfied the *eligibility criteria* without the need to meet *underwriting requirements*.
- 2.2.3 If a person satisfies the *eligibility criteria* and applies to *us* for cover at any other time, the requirements in condition 3.5 will apply, and we will only provide cover under this policy from the date we agree in writing.

2.3 Cover After the Transition Date

For the avoidance of doubt, any claims made by an *insured member* whose *date of disablement* was on or after the *transition date* will be subject to the terms and conditions of the policy applying as at the *transition date*, including any alteration to the *benefit payment period* and the *insured percentage*.

3. AMOUNT OF COVER

3.1 Amount Of Cover Generally

The amount of cover for an *insured member* will be the lesser of:

- (a) the number of *units of cover* applying to the *insured member*; or
- (b) the *maximum monthly benefit*.

subject to conditions **Error! Reference source not found.** to 0, and any changes to the amount of cover under any other condition of this policy.

3.2 Cover For an Existing Member at the transition date

3.2.1 For an *insured member* who was covered under this policy immediately prior to the *transition date*, the amount of cover that we provide them with under this policy from the *transition date* will be the number of whole *units* of cover required to give them no less than the amount of cover they held under this policy immediately prior to the *transition date*. No additional cover for an *insured member* will be provided on and from the *transition date*, unless we give you written acceptance of that additional cover under condition 3.5.

3.2.2 Subject to condition 3.2.3, on and from the *transition date*, an *insured percentage* of 75%, a 2 year *benefit payment period* and a 90 day *waiting period* will apply to an *insured member* who was covered under this policy immediately prior to the *transition date*.

3.2.3 An *insured member* may elect to retain the *benefit payment period* of 5 years and/or the *insured percentage* of 85%, which they held under this policy immediately prior to the *transition date*. If this occurs, a 5 year *benefit payment period* will continue to apply.

An election made pursuant to this condition 3.2.3 must be in writing, and must be received by us within 90 days of the date the *insured member* was first notified by you of their ability to make such an election.

3.3 Cover for a new member from 1 February 2023

3.3.1 Where cover commences under condition 2.2, the number of *units* of cover applicable to the *insured member* upon commencement shall be determined at the date of commencement by either of the following methods:

- (i) 75% of *monthly salary* divided by 500, then rounded up to the nearest whole *unit* of cover; or
- (ii) 85% of *monthly salary* divided by 500, then rounded up to the nearest whole *unit* of cover; where:
 - an *insured member* elects to be covered for superannuation contributions within 90 days of the *fund* issuing the *Welcome Letter*; or
 - we agree to cover this amount for the *insured member*;

subject to conditions 3.4 to 3.7 and any changes to the amount of cover under any other condition of this policy.

3.3.2 Where cover commences under condition 2.2, a 2 year *benefit payment period* will apply to the *insured member* upon commencement.

3.4 If The Automatic Acceptance Limit Applies

The *automatic acceptance limit* only applies to an *insured member* whose cover commences under condition 2.2. Cover for the *insured member* will apply up to the *automatic acceptance limit* without us giving you written acceptance of that cover.

Cover for the *insured member* in excess of the *automatic acceptance limit* will not apply, unless we give you written acceptance of that additional cover under condition 3.5. We may apply exclusions,

premium loadings or other special conditions to the *insured member's* additional cover.

3.5 Underwritten Cover

3.5.1 Where a person completes *our underwriting requirements*, we may:

- (a) accept or decline a request for cover or increased cover for that person; or
- (b) if we agree in writing with *you*, we may apply premium loadings, exclusions or other special conditions to any cover which we accept in writing under paragraph (a); or
- (c) agree to remove the *pre-existing condition exclusion* as it applies to some or all of an *insured member's* cover under the policy.

3.5.2 Where cover or an increase in cover starts as a result of *our* underwriting decision under condition 3.5.1(a) or 3.5.1(b), cover will start in respect of the person on the following basis:

- (a) Where cover or an increase in cover is accepted by *us* in accordance with condition 3.5.1(a), cover will commence as from the date that we advise *you* in writing.
- (b) Where cover or an increase in cover is accepted with an exclusion, premium loading or other special condition, cover will commence when *you* have notified the person of all of *our* acceptance terms.
- (c) A person may opt out of such cover by notifying *you* in writing within 14 days of their cover commencing. Should this apply, the cover or increase in cover will be treated as not having commenced.

However cover will not commence under this condition 3.5.2 until condition 3.5.4 is satisfied.

3.5.3 Where an *insured member* applies to remove the *pre-existing condition exclusion*:

- (a) If we agree to remove the exclusion, it will cease to apply to the *insured member's* cover from the date we advise *you* in writing;
- (b) If we do not agree to remove the exclusion, it will continue to apply to the *insured member's* cover from the date their cover commenced under the policy, as if the application had never taken place.

3.5.4 If, one month after the end of the *financial quarter* in which we indicate that cover or an increase in cover starts under condition 3.5.2, there is insufficient money in the *insured member's* account within the *fund* to pay the premium for the insured cover accepted, *our* acceptance is void and the insured cover does not start. A new application would have to be made for insured cover when there is sufficient money in the *insured member's* account in the *fund* to pay the premium for the insured cover applied for.

3.5.5 In the case of an application for cover, the person in respect of whom the application is made must, at the time of the application, meet the *eligibility criteria*.

3.6 Interim accident cover

3.6.1 Accident Cover

If there is an application for cover or an increase in cover under condition 3.5, we will provide interim accident cover for the person in respect of whom such application is made, as set out in this condition 3.6. For the avoidance of doubt, this condition 3.6 does not apply to an application to remove the *pre-existing condition exclusion* made under condition 6.3.4.

3.6.2 Accidental Disability Cover

We will pay an accident benefit if the person is *totally disabled* as a result of an accident immediately after the *waiting period* under condition 3.6.3 has ended and the *total disability* happens:

- (a) within 60 days of the accident; and
- (b) during the interim accident cover period set out in condition 3.6.8.

3.6.3 Waiting Period

The *waiting period* which applies to a person under condition 3.6.2 is the *waiting period* which applies to the person under this policy. If the person is not already insured under this policy, then the *waiting period* which applies to the person is that which is specified in the application made under condition 3.5.

3.6.4 The Accident Benefit

The accident benefit payable is the lesser of the following amounts:

- (a) the amount of cover applied for under condition 3.5;
- (b) the *maximum accident cover*; and
- (c) 85% of the person's *pre-disability income*;

reduced by the amount of *disability income* and any *total disability benefit* or *partial disability benefit* payable under this policy for the person for the relevant month.

3.6.5 The accident benefit starts to accrue from the day after the end of the *waiting period* that applies under condition 3.6.3.

If the accident benefit exceeds the amount which is 75% of the person's *pre-disability income*, the amount of the excess will be paid as a superannuation contribution to the *fund* and which cannot be paid to the *insured member* until they satisfy a condition of release under the Superannuation Industry (Supervision) 1993 (Cth) legislation.

3.6.6 The accident benefit ends on the earliest of the following:

- (a) when the person is no longer *totally disabled*;
- (b) the end of the *benefit payment period*;
- (c) the person reaches the *cover expiry age*;
- (d) the death of the person.

3.6.7 Once the accident benefit ends under condition 3.6.6, no further benefits are payable for the person under this condition 3.6.

3.6.8 Interim Accident Cover period

Interim accident cover for a person starts on the date we are notified in writing of the application for cover or increase in cover under condition 3.5 and ends on the earliest of the following dates:

- (a) the date the application is withdrawn;
- (b) the date we accept the application on standard or special terms;
- (c) the date we reject the application;
- (d) the date on which an accident benefit becomes payable for the person under this condition 3.6;
- (e) the date we cancel the interim accident cover; and
- (f) 120 days from the date we are notified in writing of the application.

3.6.9 If you make a claim

Interim accident cover for a person is subject to the exclusions, limitations, restrictions and claim procedures as apply under this policy. If a person becomes entitled to make a claim under this condition 3.6, the application for cover or increase in cover under condition 3.5 is automatically cancelled.

3.7 Application to cease or reduce cover

If an *insured member* applies to *you* in a form approved by *you* to reduce or cancel the *insured cover* which applies to them under this policy, *we* will reduce or cancel that cover in accordance with the *insured member's* application effective from the date *you* received the application.

Any subsequent increase or recommencement of cover under this policy is subject to *us* receiving an application in writing and any medical information which *we* may require under condition 3.5.

3.8 Variation of cover – Pay Rise Option

3.8.1 Subject to conditions 3.8.2 and 3.8.3, if:

- (a) the number of *units* of cover which applies to the *insured member* does not exceed the *automatic acceptance limit* which applies to the *insured member*, and
- (b) the *insured member's* cover under the policy is subject to a 2 year *benefit payment period*

an application can, on the form prescribed by *us* but without evidence of health, be made to *us* to increase the number of *units* of cover which applies to the *insured member* in line with an increase in the *insured member's income*.

If the application is made in accordance with this condition 3.8, the increase in the number of *units* of cover applied for will take effect from the date *we* receive the application but the increase will only apply to the extent that it does not result in the number of *units* of cover which applies to the *insured member* exceeding the *insured member's automatic acceptance limit*.

3.8.2 The following conditions apply to an application under condition 3.8.1:

- (a) the application must be received by *us* within two months of the latest of the following dates:
 - (i) the date from which the increase in the *insured member's income* takes effect;
 - (ii) the date from which the *insured member* first becomes aware of the increase in their *income*.
- (b) the application must be accompanied by evidence from the *insured member's employer* which confirms, to *our* satisfaction, the increase in the *insured member's income*; and
- (c) the maximum number of *units* of cover by which an *insured member's* cover can be increased under this condition 3.8 in any one *financial year* is 3 *units* of cover.

3.8.3 If an *insured member* is not in *active employment* on the date their units of cover are increased under this condition 3.8, the increase in cover will be *limited cover*. This *limited cover* will cease, and *full cover* will commence, once the *insured member* is in *active employment* for at least 2 consecutive months after the date of the increase.

3.9 Guaranteed Insurability Option

3.9.1 Qualifying events

If an *insured member*:

- (a) gets married or commences a *de facto relationship*;
- (b) adopts or becomes a parent of a child;
- (c) mortgages their home as security for a loan which is used to purchase that home (and not to refinance an existing home or other loan or to purchase an investment property);
- (d) gets divorced or ends a *de facto relationship*;
- (e) suffers the death of their spouse or *de facto spouse*;

- (f) has a child who attends primary or secondary school for the first time; or
- (g) becomes eligible for Carer Allowance payable by Centrelink.

you may, subject to conditions 3.9.2 to 3.9.4, apply to *us* to vary the *insured member's* cover in one of the following ways:

- (i) increasing by up to 25% the number of *units* of cover applying to the *insured member* on the date they first became eligible to exercise the option (subject to the total cover applying to the *insured member* not exceeding the *maximum monthly benefit* and the total number of *units* of cover being rounded down to the nearest whole unit); or
- (ii) if applicable, reducing to 30 or 60 days the *waiting period* which applies to the *insured member*.

3.9.2 Exercise of option

You can only vary an *insured member's* cover under this option by notifying *us* in writing of:

- (a) the event which triggers the exercise of the option;
- (b) the *insured member* to whom the exercise of the option applies; and
- (c) the manner in which the *insured member's* cover will be varied, subject to the limits set out in condition 0;

and providing *us* with this notification in the period which starts on the date of occurrence of the event which triggers the exercise of the option and ends 90 days after that date, but before the earlier of:

- (1) the date the *insured member* becomes *disabled*;
- (2) the end of the *insured member's* cover; and
- (3) the *insured member's* 61st birthday.

You must give to *us* with *your* written notification, proof, satisfactory to *us*, that the event which triggers the exercise of the option has taken place and of the date it took place. Subject to *you* validly exercising this option, the variation in the cover, provided for under it, takes effect from the date *we* receive *your* written notification in accordance with this condition 3.9.2.

3.9.3 Premium payable

Upon the variation of an *insured member's* cover under this option, the amount of the premium payable in respect of the *insured member* will be recalculated to reflect the increase in cover according to the *premium rates* current at the time.

3.9.4 Restriction on exercise of option

The following restrictions apply to the exercise of this option:

- (a) This option can only apply to increase existing cover and not to provide new cover.
- (b) This option cannot be exercised more than four times for an *insured member*.
- (c) This option cannot be exercised by an *insured member* who is covered for a 5 year *benefit payment period*.
- (d) *You* may not increase an *insured member's* cover under this condition 3.9 if:
 - (i) *we* have previously declined an application for cover for that *insured member*; or
 - (ii) the *insured member* cannot complete, to *our* satisfaction, the 'short form' underwriting questions *we* prescribe for this purpose.

Any variation to an *insured member's* cover under this condition 3.9 is subject to the same premium loadings, exclusions and special conditions as applied to the cover immediately before the variation.

4. **END OF COVER**

4.1 **Cessation of Cover**

4.1.1 Cover for an *insured member* under this policy ends on the earliest of the following:

- (a) subject to condition 4.1.2, the *insured member* is no longer an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours*;
- (b) the death of the *insured member*;
- (c) the date on which the *insured member's* account balance is insufficient to satisfy the full amount of premium payable in respect of them when it is due to be deducted by *you*;
- (d) the *insured member* reaches the *cover expiry age*;
- (e) the date *we* agree with *your* written request to terminate an *insured member's* cover or such other date as *we* may otherwise agree to in writing;
- (f) the *insured member* becomes a member of any armed forces (whether voluntary or not), other than the Australian Armed Forces Reserve;
- (g) the date the policy terminates (subject to condition 5); and
- (h) the date the *insured member* becomes an *inactive member*. However, cover will not cease under this condition 4.1.1(h) if *you* receive or are taken to have received an *election* from the *insured member* to continue their cover prior to the *insured member's* cover ceasing under this condition.

4.1.2 Cover for an *insured member* will not end under condition 4.1.1(a) if the *insured member* is no longer an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours* because, and only because, the *insured member* commences *employer* approved parental leave or leave without pay, provided that:

- (a) The *insured member* is employed by the *employer* on a *permanent basis* and for at least the *minimum hours* immediately before they go on *employer* approved parental leave or leave without pay; and
- (b) the premium for the *insured member's* cover under this policy continues to be paid.

The *insured member's* cover will then end on the earliest of condition 4.1.1(b), (c), (d), (e), (f), (g) and the cessation of the relevant leave in circumstances where the *insured member* does not upon such cessation immediately become an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours*. If the *insured member* does not upon cessation of the relevant leave immediately become an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours*, the *insured member's* cover will then end in accordance with condition 4.1.1.

4.2 **Recommencement Of Cover**

4.2.1 Where cover for an *insured member* ceases under this policy, they may make a written request to reinstate cover in accordance with condition 3.5. .

4.2.2 Where an *inactive member's* cover under this policy ceases for the reasons set out in condition 4.1.1(h), that *inactive member* may request reinstatement or recommencement of cover in accordance with conditions 4.2.3 to 4.2.5 below.

4.2.3 If the *inactive member's* cover ceased as a result of condition 4.1.1(h), *we* will reinstate cover in respect of that *inactive member* provided that a written request to reinstate cover is received by *you* within 30 days after that that member's cover ceased.

- 4.2.4 Reinstatement of an *inactive member's* cover under this condition will be taken to be a continuation of the member's cover as if it did not cease, providing outstanding premiums in respect of that member are paid.
- 4.2.5 If the *inactive member* does not provide the written request to reinstate cover within the relevant timeframe set out in condition 4.2.3:
- (a) the person will receive *cover* in accordance with clause **Error! Reference source not found.** from the date an *employer contribution* with respect to the person is received by the *fund* (such cover being subject to any relevant conditions including condition 6.3); or
 - (b) absent any *employer contribution*, the *inactive member* may obtain cover in accordance with condition 3.5. If the *insured member* receives cover under this condition 4.2.5(b), and the *insured member's* account with the *fund* subsequently receives an *employer contribution*, condition 4.2.5(a) will not apply.

5. **COVER AFTER POLICY TERMINATES**

If this policy is terminated we will in determining *our* liability for claims made under it apply the principles under *Guidance Note 11*.

6. **LIMITATIONS AND EXCLUSIONS**

6.1 **One Benefit At A Time**

We will only pay *benefits* for a person for one *disability* at a time.

6.2 **General Exclusions**

6.2.1 We will not pay a *benefit* under this policy if an illness, injury or medical condition is directly or indirectly caused by:

- (a) intentional self-inflicted injury or attempt at suicide (whether or not the person is sane at the time);
- (b) the *insured member's* service in the armed forces of any country other than service in the Australian Armed Forces Reserve;
- (c) *normal pregnancy or childbirth*; or
- (d) *war*.

6.2.2 We will not make a payment under this policy if the payment would cause *us* to infringe the Health Insurance Act 1973 (Cth), the National Health Act 1953 (Cth) or the Private Health Insurance Act 1997 (Cth), or any succeeding legislation in connection with health insurance.

6.3 **Exclusion in Respect of Pre-Existing Conditions**

6.3.1 Subject to the rest of this condition 6.3, we will not pay a benefit under this policy where the *disability* of an *insured member* occurs after the date of commencement or recommencement of cover, where that *disability* arose as a direct or indirect result of a *pre-existing medical condition*.

6.3.2 The *pre-existing condition exclusion* will not apply to an *insured member*:

- (a) whose cover under this policy commenced prior to the *transition date*; or
- (b) for any amount of cover that we accept under condition 3.5.

6.3.3 The *pre-existing condition exclusion* will not apply in respect of an *insured member* if the member's *disability* occurs after both of the following conditions have been met:

- (a) at least 2 years has passed since the date of commencement or recommencement of cover;

- (b) after the end of the 2 year period referred to in paragraph (a), the *insured member* has been in *active employment* for at least 2 consecutive months (to avoid doubt, the entire 2 consecutive months of *active employment* must take place after the end of the relevant 2 year period).

6.3.4 An *insured member* can apply to remove the *pre-existing condition exclusion* by completing our *underwriting requirements*.

6.4 Maximum Benefit Payment Period

The maximum time we pay a *benefit* for *disability* resulting from any one or related cause is the number of months in the *benefit payment period*. The number of months in the *benefit payment period* includes any months in which the *benefit* is reduced or is calculated to be zero.

6.5 Worldwide Cover

6.5.1 We will continue to cover an *insured member* subject to the terms and conditions of this policy while they are outside Australia.

6.5.2 We may require the *insured member* to return to Australia at no expense to us for assessment of a claim as soon as medically possible. Payment of any *benefit* under this policy is conditional on the *insured member* returning to Australia where it is reasonable for the *insured member* to return for such an assessment.

6.6 Maximum Payment For Disability Outside Australia

The maximum time in total we pay a *benefit* for a *disabled insured member* while they are outside Australia is 12 months.

6.7 Payment for disability whilst on leave without pay

If an *insured member* who satisfies condition 4.1.2 is on approved parental leave or leave without pay at the date they become *disabled* then *disability* benefits do not start to accrue and payment will not commence for the *insured member* until the later of the following:

- (a) the date agreed between the *employer* and *insured member* on which the *insured member* would return from such leave, being a date agreed prior to such leave commencing; or
- (b) the end of the *waiting period*.

7. CLAIMS

7.1 How To Make A Claim

7.1.1 You must notify us in writing as soon as you become aware of the *disability* of an *insured member*, preferably within 30 days of the *disability* beginning.

7.1.2 We will provide you with access to any documentation which must be completed in order to initiate a claim under the policy. Where we require further information from the *insured member* in order to initiate the claim, we may contact the *insured member* directly.

7.1.3 All documentation must be fully completed and provided to us as soon as possible, together with all necessary supporting information, so we can commence assessment of the claim.

7.1.4 If there is a delay in the claims documentation and supporting information being provided to us, and the delay results in our interests being prejudiced, we may reduce our liability in respect of the claim to the extent of the prejudice we have suffered.

7.2 Our Assessment of a Claim

- 7.2.1 We will pay *you* a benefit when:
- (a) we have proof of the *insured member's* age;
 - (b) the *insured member* has satisfied *our* claim requirements; and
 - (c) we are satisfied that all the events have happened entitling *you* to payment of the benefit, in respect of the *insured member*.
- 7.2.2 We may ask for proof or information to be satisfied that *you* are entitled to a benefit in respect of the *insured member*.
- 7.2.3 If we request it, the *insured member* must provide *us* with:
- (a) proof of identity;
 - (b) a completed claim form;
 - (c) a treating *medical practitioner's* report in a form satisfactory to *us* and any other medical information;
 - (d) employment information; and
 - (e) financial information which may include payslips, tax returns, profit and loss statements, financial statements and details of any payments as shown in *disability income*.
- 7.2.4 Any proof or information that the *insured member* provides is at their cost.
- 7.2.5 We request that the *insured member* returns the completed claim form, report from their treating *medical practitioner*, financial information and any other information we request as soon as reasonably practicable, preferably within 90 days of the *disability* beginning.
- 7.2.6 We will not refuse to assess a claim but delays in providing information may impact *our* ability to assess *your* claim in respect of the *insured member* and may impact payment of the benefit.
- 7.2.7 During any period that *you* are claiming a benefit in respect of an *insured member*, we may require ongoing and regular proof that *you* remain entitled to a benefit in respect of the *insured member*, including further medical, employment and financial information.
- 7.2.8 If we request it, the *insured member* must fully participate in any:
- (a) medical examinations conducted by an appropriately qualified *medical practitioner* appointed by *us*; and
 - (b) examination or assessment by other professionals at such times as *we* reasonably require (including functional, employability or vocational assessments, psychological assessments, factual interviews or financial audits conducted by an appropriate third party appointed by *us*).
- 7.2.9 If we appoint a *medical practitioner* or other professional to conduct an examination, assessment or interview, we will pay for it.
- 7.2.10 If we request it, the *insured member* must complete any authorities including a medical authority, general authority or Medicare/Pharmaceutical Benefits Scheme authority to permit *us* to collect, use and disclose the *insured member's* personal information (including sensitive information).
- 7.2.11 Any information or authority that the *insured member* provides, and information that *we* obtain, may be used to:
- (a) assess and manage the claim; and
 - (b) investigate any information or answers provided by *you* or the *insured member* when applying for insurance or changes in insurance to confirm whether there has been a failure to comply with the duty of disclosure or duty to take care not to make a misrepresentation or any misrepresentations have been made.
- 7.2.12 A benefit will only be paid if cover for the *insured member* is in force when the *insured member* becomes *disabled*.
- 7.2.13 If we do not accept a claim we will provide our reasons.

7.2.14 All forms, documents and reports submitted to *us* by or on behalf of the *insured member* in support of a claim must be written in English, or if the documents originate from outside Australia and are not in English, be accompanied by a translation certified in Australia.

7.3 Rehabilitation & Workplace Modification Expenses

7.3.1 We will pay the rehabilitation expenses for an *insured member* who is *disabled* that are generally associated with the cost of a rehabilitation program (other than an *excluded rehabilitation program*) which a *medical practitioner* certifies is necessary for the *insured member's* rehabilitation provided that:

- (a) we approve the rehabilitation expenses in writing before they are incurred;
- (b) the expenses are incurred to directly assist the *insured member* to return to work in a gainful occupation or to undertake a vocational retraining program because of their *disability*;
- (c) we pay the costs directly to the provider of the applicable service; and
- (d) the maximum amount we will pay in respect of the *insured member* under this condition 7.3.1 for any one *disability* is the lesser of:
 - (i) the expenses;
 - (ii) 24 times their *monthly benefit*; and
 - (iii) \$120,000;

less any amounts that can be claimed from any other source for those expenses.

7.3.2 Where we are paying *you* a *disability benefit* in respect of an *insured member* we may in addition, where permitted by law, and at *our* discretion, agree to pay expenses for modifying the *insured member's* workplace provided that:

- (a) we approve the modification in writing before any expenses are incurred;
- (b) the expenses are incurred to directly assist the *insured member* to return to work in a gainful occupation;
- (c) the *insured member's medical practitioner* approves the modification in writing before any expenses are incurred;
- (d) any amounts approved by *us* will be paid directly to the provider of the modification on *our* receipt of the invoice for the expenses;
- (e) the maximum amount we may pay in respect of the *insured member* under this condition 7.3.2 for any one *disability* is the lesser of:
 - (i) the expenses;
 - (ii) two and a half (2.5) times their *monthly benefit*;

less any amounts that can be claimed from any other source for those expenses.

7.3.3 The total amount we will pay in respect of an *insured member* under conditions 7.3.1 and 7.3.2 for any one *disability* will not exceed \$120,000.

7.4 Confidential Information In Relation To Claims

7.4.1 If we provide *you* with information that we obtain in the course of assessing a claim:

- (a) *you* must deal with that information in accordance with the Privacy Act 1988 (Cth) and that information must at all times remain confidential to *you*, unless *you* have a statutory obligation to disclose it;
- (b) any person *you* appoint to assist *you* manage or assess claims must agree to be bound by the same obligations that *you* have under this condition 7.4.

- 7.4.2 If you provide us with information that you obtain in the course of assessing a claim:
- (a) we must deal with that information in accordance with the Privacy Act 1988 (Cth) and that information must at all times remain confidential to us unless we have a statutory obligation to disclose it;
 - (b) any person we appoint to assist us to manage or assess claims must agree to be bound by the same obligations that we have under this condition 7.4.

8. PREMIUM

8.1 Time To Pay Premium

The premium is payable quarterly in arrears on or before each *premium due date*.

8.2 Amount Of Premium

The amount of the premium is the total cost of cover for all *insured members* during each week of the relevant period, based on the *premium rates* and the cover within each week of the relevant period.

8.3 Overdue Premium

8.3.1 If we do not receive the full premium payable under this policy within 30 days after a *premium due date*, or any premium adjustment amount owing within 30 days of the due date, we can terminate the policy. If we choose to exercise our rights under this condition 8.3.1 we will provide you with at least 30 days written notice.

8.3.2 If an insured event happens before we terminate the policy, we will pay any *benefit* you are entitled to but only after you pay us the overdue premium.

8.3.3 If we do not receive the full premium payable for an *insured member* within 30 days after a *premium due date*, the cover applying to the *insured member* under this policy terminates.

8.3.4 If an insured event happens before the cover applying to the *insured member* terminates under condition 8.3.3, we will pay any *benefit* you are entitled to in respect of the *insured member* but only after you pay us the overdue premium.

8.4 Waiver Of Premium

Premiums will be waived for an *insured member* whilst a *disability benefit* is payable under this policy for that *insured member*.

8.5 Misstatement Of Age

If the age of an *insured member* has been incorrectly stated, we will adjust the premium and apply the *cover expiry age* for that *insured member* based on their correct age. Our rights under this condition are subject to the Insurance Contracts Act 1984.

8.6 Premium refunds

If we identify that an *insured member* has automatic income protection cover with another superannuation fund, which means that no benefit is payable under this policy due to the application of *disability income*, we will give the *insured member* the option of receiving a refund of any premiums paid for the cover under this policy for the duration of the overlap of covers, up to a maximum of 6 years. If the *insured member* chooses to exercise this option, *premiums* paid in respect of the period of time in which the overlap occurred will be refunded to you to be applied for the benefit of the *insured member*. After such refund has been provided, the *insured member's* cover will be cancelled with effect from the date that the overlap of covers commenced.

9. VARIATION OF POLICY

9.1 Variation By Agreement

This policy may be varied by written agreement between *you* and *us*.

9.2 Variation By Us

9.2.1 We may vary this policy (including the *premium rates*):

- (a) with effect from any time after the end of the *guarantee period*;
- (b) if an *employer* merges or amalgamates with another employer and, as a result of that merger or amalgamation, the number of *insured members* changes by more than 5% from the number of *insured members* in existence immediately before the merger or amalgamation;
- (c) if the number of *insured members* covered under this policy changes at any time by more than 25% from the number of *insured members* at the start of the latest *guarantee period*;
- (d) if the age, nature of occupation or sex distribution of the *insured members* changes from the age, nature of occupation or sex distribution of the *insured members* at the start of the latest *guarantee period* and, in *our* appointed actuary's opinion, the change necessitates an increase in the *premium rates* by more than 5%;
- (e) in the event that an *employer* group of more than 1,000 employees joins the *fund* and, in *our* appointed actuary's opinion, the past claims experience of that group necessitates an increase in the *premium rates* by more than 5%;
- (f) if government charges or taxes are increased, decreased, or removed or new charges or taxes are imposed, provided that *we* vary the policy in a way which is consistent with the increase, decrease or removal or imposition, of the charges or taxes;
- (g) where the information required by *us* outlined in condition 10.2.2 is not received within a reasonable period of time. If *you* have not complied with *our* requirements for the provision of this information *we* will notify *you* in writing of the non-compliance and request that *you* provide *us* with *our* requirements within 30 days. If *our* requirements are not received within 30 days, *we* may provide *you* with a written notice of any variation in terms as set out in condition 9.2.2(b);
- (h) in the event that there are any legislative changes that would impact on the degree of risk of the insurance offered under this policy, provided that *we* vary the policy in a way which in *our* appointed actuary's opinion addresses the change in the degree of risk;
- (i) if the number of *insured members* changes by more than 10% in any 12 month period and, in the opinion of *our* appointed actuary, this necessitates a change in the *premium rates*;
- (j) if, during the latest *guarantee period*, the unemployment rate in the state of Victoria is 10% or more (based on statistics published by the Australian Bureau of Statistics) and, in the opinion of *our* appointed actuary, this necessitates a change in the *premium rates*;
- (k) if there is an outbreak of *war* in Australia; or
- (l) if any part of the *fund* or a product offered by the *fund* becomes closed to new members due to any reason, including as a result of failing APRA's investment performance benchmarks for two consecutive years.

9.2.2 Any variation by *us* according to condition 9.2.1:

- (a) under condition 9.2.1(f) or (h) can be made immediately without prior written notice to *you*;
- (b) in all other cases, can be made by giving *you* at least 3 months' prior written notice, which notice may be made to *you* at any time including during the *guarantee period*.

- 9.2.3 *Our* right to vary the terms and conditions of the policy under condition 9.2.1 does not apply to the extent that it would prevent the policy from being treated as life insurance business under the Life Insurance Act 1995 (or any legislation that replaces it).
- 9.2.4 *We* may, by giving *you* at least 1 month's prior written notice, vary the *premium rates*, *eligibility criteria* and *automatic acceptance limit* in the event the group life policy G3489 issued by *us* to *you* terminates.
- 9.2.5 Any variation in the *premium rates* by *us* according to condition 9.2.1 must have regard to:
- (a) *our* assessment of the actual claims experience for *insured members* covered under this policy;
 - (b) *our* reasonable estimate of how the claims experience is expected to develop for *insured members* covered under this policy;
 - (c) any relevant advice from *our* appointed actuary;
 - (d) requests from or requirements imposed on *us* by regulators and *our* obligations under applicable laws; and
 - (e) requests from or requirements imposed on *you* by regulators and *your* obligations under applicable laws.
- 9.2.6 *We* will provide *you* with such information as *you* may reasonably require to understand any variation in the *premium rates* by *us*.

10. GENERAL

10.1 Term Of This Policy

This policy begins on the *policy commencement date*. It ends on the first to occur of the following:

- (a) the expiry of 2 months after *we* receive *your* written request to cancel this policy or on another date *we* agree to in writing;
- (b) the date all cover under the policy has ended;
- (c) *we* terminate the policy under condition 8.3.1.

10.2 Records

- 10.2.1 *You* must keep accurate records necessary for the effective operation of this policy, as *we* require from time to time. These records must be maintained in a format that is reasonably accessible by *us*.
- 10.2.2 In order to monitor *our* terms for the *guarantee period*, *we* require *you* to provide *us* on a quarterly basis from the *policy commencement date* a table of the number of *insured members*. The table of the number of *insured members* shall be grouped by age, sex, type of cover, amount of cover.
- 10.2.3 *We* may conduct an audit from time to time of any 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. *We* will only conduct an audit in normal office hours.

10.3 Incorrect Or Incomplete Information

We rely on information *you* give *us* to provide cover for *insured members* and to assess claims. If *you* (or any person on *your* behalf) give *us* incorrect information or do not give *us* complete and relevant information, *we* may be entitled not to pay, or to delay payment of, a claim in some circumstances.

10.4 Benefits

A disability benefit:

- (a) accrues from the date it starts until the date the *benefit* ends;
- (b) is calculated for that part of the month for which it is payable; and

(c) is payable monthly in arrears.

10.5 Payments

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

10.6 Notices

10.6.1 Notices, medical evidence or other communications must be in writing and in English.

10.6.2 *We* will send notices to *you* at the address *you* last gave to *us*.

10.6.3 *You* will send notices to *us* at the address *we* last gave *you*.

10.7 Waiver

10.7.1 *Our* failure or delay to exercise a power or right *we* have under or in connection with this policy does not operate as a waiver of that power or right.

10.7.2 A waiver of *our* power or right is not effective unless *we* waive that power or right in writing.

10.7.3 Waiver of a power or right by *us* is limited to the specific matter in respect of which *we* grant it and applies only to the extent and for the period notified in writing by *us*. It does not preclude either the exercise of that power or right in the future or the exercise of any other power or right.

10.8 Non Assignment Of Policy

You may not assign this policy without *our* written agreement.

10.9 General

This policy:

(a) is issued from *our* No. 1 Statutory Fund; and

(b) does not acquire a surrender value.

10.10 Interpretation

10.10.1 The headings in this policy are a guide only. They are not intended to be used to interpret the policy conditions.

10.10.2 If the context allows, plurals can be read as the singular and the singular read as plurals.

10.10.3 This policy is subject to, and governed by, the laws of the State of Victoria.

10.10.4 In this policy, a month refers to a calendar month.

11. DEFINITIONS

Words or expressions in italics throughout the policy document have the meanings set out in this condition 11.

<i>active employment</i>	<p>Means the person:</p> <ul style="list-style-type: none"> (a) is employed or engaged by the <i>employer</i> to carry out identifiable duties; (b) is actually performing those duties; and (c) in <i>our</i> opinion, is not restricted by illness or injury from being capable of performing those duties on a <i>full time</i> basis and the duties of their normal occupation on a <i>full time basis</i> (even if not then working on a <i>full time</i> basis); <p>where <i>full time basis</i> means at least 35 hours per week.</p>
<i>approved rehabilitation program</i>	<p>Means an occupation or vocational rehabilitation program, device preapproved by <i>us</i> and a <i>medical practitioner</i> that will assist the <i>insured member's</i> rehabilitation and their return to performing most of the duties of their <i>own occupation</i> or another occupation but excluding any program providing hospital treatment or general treatment within the meaning of the <i>Private Health Insurance Act 2007</i> (Cth) or any other program that might cause the policy to cease to be exempt from the <i>National Health Act 1953</i> (Cth) or <i>Health Insurance Act 1973</i> (Cth) or any similar legislation in connection with health insurance.</p>
<i>automatic acceptance limit</i>	<p>Means the amount of cover that applies for a person without <i>us</i> requiring medical or other evidence and giving <i>you</i> written acceptance of that cover. It is the lesser of:</p> <ul style="list-style-type: none"> (a) the amount of cover applying to an <i>insured member</i> according to condition 3.3.1; and (b) 16 <i>units</i> of cover.
<i>benefit</i>	<p>Means a <i>partial disability benefit</i> or a <i>total disability benefit</i>, as applicable. The value of the <i>benefit</i> may be \$0.</p>
<i>benefit payment period</i>	<p>Means the period for which benefits are payable, and in relation to an <i>insured member</i> means either:</p> <ul style="list-style-type: none"> (a) 2 years; or (b) 5 years, where an <i>insured member</i> was covered under this policy immediately prior to the <i>transition date</i> and has satisfied condition 3.2.3.
<i>casual employee</i>	<p>Means an <i>employee</i> whose employment with their <i>employer</i> is designated as casual under the relevant industrial award or agreement or an <i>employee</i> who <i>you</i> have deemed to be a casual employee in accordance with any written guidelines <i>we</i> have agreed to with <i>you</i> from time to time.</p>
<i>cover expiry age</i>	<p>Means the date the <i>insured member</i> attains age 65.</p>
<i>date of disablement</i>	<p>Means the later of:</p>

	<p>(a) the first of the 7 days during the <i>waiting period</i> for which the <i>insured member</i> is <i>totally disabled</i>;</p> <p>(b) the date on which the <i>insured member</i> first receives medical advice in relation to, and a <i>medical practitioner</i> confirms they are suffering from, the illness or injury that is the primary cause of their <i>total disability</i>.</p>
de facto relationship	Has the meaning given to the term 'de facto relationship' in section 4AA of the Family Law Act 1975 (Cth).
de facto spouse	Means a person in a <i>de facto relationship</i> .
default cover	Means cover with: <ul style="list-style-type: none"> • a <i>benefit payment period</i> of 2 years • a <i>waiting period</i> of 90 days, and for an amount equal to the <i>insured percentage</i> of their <i>income</i> , up to the <i>automatic acceptance limit</i> .
disability income	<p>Means the sum of:</p> <p>(a) any income (other than <i>benefits</i> received under this policy) or commutation of income, paid or payable in respect of an <i>insured member</i> as a result of the <i>insured member's</i> illness or injury including:</p> <ul style="list-style-type: none"> (i) any payment paid to the <i>insured member</i> by the <i>employer</i> on account of their illness or injury including sick leave payments; (ii) any amounts that are payable under legislation such as workers' compensation or motor accident compensation; (iii) any benefits that are payable under other income protection insurance policies; and (iv) monies paid in respect of any claim for past or future economic loss arising from any claim by the <i>insured member</i> for personal injury; <p>for a month for which a <i>disability benefit</i> is payable under this policy.</p> <p>Any amount described in paragraph (a) which is in the form of a lump sum or is exchanged for a lump sum has a monthly equivalent of 1/60th of the lump sum over a period of 60 months.</p> <p>Where <i>employer top up payments</i> are paid or payable to the <i>insured member</i> for the first six months that they are in receipt of <i>benefits</i> in respect of their <i>disability</i> or recurrent <i>disability</i> (even where <i>benefits</i> are \$0), we will not include such <i>employer top up payments</i> within paragraph (a)(i), unless it would result in the <i>insured member</i> receiving more than 100% of their <i>pre-disability income</i>. If it did result in the <i>insured member</i> receiving more than 100% of their <i>pre-disability income</i>, then we will offset such <i>employer top up payments</i>, but only to the extent necessary to ensure they do not exceed 100% of their <i>pre-disability income</i></p>
disabled/disability	Means <i>partially disabled</i> or <i>totally disabled</i> , as applicable. <i>Disability</i> has a corresponding meaning.

<i>election</i>	Means the applicable instruction provided to <i>you</i> by an <i>insured member</i> to continue their cover if they become an <i>inactive member</i> .
<i>eligibility criteria</i>	Means the following criteria: <ul style="list-style-type: none"> (a) the person is an <i>employee</i> of the <i>employer</i> on a <i>permanent basis</i> and for at least the <i>minimum hours</i>; (b) the person is aged more than 15 and less than 65 years; (c) the person is not a member of, and has not commenced duty with, the armed services of any country (whether voluntary or not), other than the Australian Army Reserve (during scheduled Army Reserve exercises, but not if called up for active service); (d) the person's employer is paying superannuation contributions on the person's behalf to a regulated superannuation plan which complies with relevant superannuation and taxation laws or is accruing a liability to pay superannuation contributions on the person's behalf and subsequently pays those superannuation contributions to such a superannuation plan; and (e) the person satisfies such other criteria as agreed between <i>you</i> and <i>us</i> from time to time.
<i>employee</i>	Includes a person who satisfies both of the following paragraphs (a) and (b): <ul style="list-style-type: none"> (a) the person is an employee under the expanded meaning of that term in section 12(3) of the Superannuation Guarantee (Administration) Act 1992 (Cth) (the "SG Act"); and (b) the person is a person for whom the <i>employer</i> or, if applicable, a former employer is required to pay superannuation contributions to avoid or reduce the superannuation charge payable pursuant to the SG Act.
<i>employer(s)</i>	ASU Victorian Authorities & Services Branch 76 569 6 753 ASU Central & Southern Old C&A Branch 97 853 552 ASU NSW & ACT (Services) Branch 60 715 604 720 ASU Queensland Services Branch. 86 351 665 653 ASU South Australian & NT Branch 55 436 538 739 ASU Tasmania Branch 40 086 538 504 ASU Western Australian Branch 65 118 845 644 ASU National Office Melbourne 28 519 971 998
<i>employer contribution</i>	Means a superannuation contribution which is:

	<p>(a) made by the <i>employer</i> for an <i>employee</i> to the <i>fund</i>;</p> <p>(b) in respect of the <i>employee</i>'s employment with their most recent <i>employer</i>; and</p> <p>(c) made to the <i>fund</i> by the date on which the <i>employer</i> is required to make the contribution for the <i>employee</i> under:</p> <p>(i) superannuation legislation;</p> <p>(ii) an agreement certified by or registered with an industrial authority;</p> <p>(iii) an award made by an industrial authority or under any legislation; or</p> <p>(iv) a legally enforceable contract between the <i>employer</i> and the <i>employee</i>.</p>
employer top up payments	Means the top up payment paid or payable by the <i>employer</i> which represents 20% of the <i>insured member's income</i> and is paid for the first 6 months that an <i>insured member</i> is in receipt of a <i>benefit</i> under this policy.
excluded rehabilitation program	Means any program providing 'hospital treatment' or 'general treatment' within the meaning of the Private Health Insurance Act 2007 (Cth) or any other program which might cause this policy to cease to be exempt from any legislation in connection with health insurance, including the Private Health Insurance Act 2007 (Cth).
financial quarter	Means a period of 3 months beginning on 1 January, 1 April, 1 July or 1 October.
financial year	Means a period of 12 months beginning on 1 July
fund	Means the Local Authorities Superannuation Fund (LASF)
gainfully employed	Means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment including an <i>insured member</i> who has ceased temporarily to receive any gain or reward under a continuing arrangement for the <i>insured member</i> to be gainfully employed.
guarantee period	From 1 February 2023 to 31 December 2024, and such subsequent periods as <i>you</i> and <i>we</i> agree to in writing.
guidance Note 11	Means Financial Services Council Guidance Note No. 11 <i>Group Insurance Takeover Terms</i> dated 9 May 2013.
inactive member	Means an <i>insured member</i> whose account within the <i>fund</i> has not received an amount in respect of the <i>insured member</i> for a continuous period of 16 months.
income	Means the annual <i>salary</i> earned by the <i>insured member</i> from employment on a <i>permanent basis</i> with the <i>employer</i> . If the <i>insured member</i> is on <i>employer</i> approved parental leave or leave without pay, the <i>insured member's</i> income shall be determined by reference to the annual <i>salary</i> earned by the <i>insured member</i> from employment on a <i>permanent basis</i> with the <i>employer</i> immediately prior to going on leave or the amount <i>we</i> last agreed in writing to apply to the <i>insured member</i> .

	<p><i>Salary</i> includes:</p> <p>(a) any packaged elements not received directly by the <i>insured member</i> as taxable earnings;</p> <p>(b) bonuses, overtime and shift allowances for any one or more of the three years immediately preceding the <i>insured member's disability</i>, which will:</p> <p>(i) be averaged over the lesser of:</p> <ul style="list-style-type: none"> • three years; or • the number of complete years for which the <i>insured member</i> has been employed by the <i>employer</i> when they become <i>disabled</i>; <p>(ii) where the <i>insured member</i> has been employed by the <i>employer</i> for less than one complete year when they become <i>disabled</i>, be included on a pro-rata basis based on the number of months out of 12 for which the <i>insured member</i> has been employed by the <i>employer</i>;</p> <p>(iii) only be included in salary to the extent that the average amount calculated in accordance with paragraph (i) or the pro-rata amount calculated in accordance with paragraph (ii), as applicable, does not exceed 20% of the amount which would be calculated as the <i>insured member's</i> income if bonuses, overtime and shift allowances were excluded from salary.</p> <p>But excludes any director's fees, compulsory employer superannuation entitlements, commission, investment income and profit distribution.</p>
<i>incoming insurer</i>	Has the meaning given in <i>Guidance Note 11</i> , and for the purposes of this policy is MLC Limited.
<i>insured member</i>	Means a person who, at the relevant time, is a member of the <i>fund</i> and has cover in force under this policy.
<i>insured percentage</i>	<p>For an <i>insured member</i> who was covered under this policy immediately prior to the <i>transition date</i>:</p> <ul style="list-style-type: none"> • 75%; or • 85% (which includes 10% on account of <i>employer</i> superannuation entitlements) where we have agreed to provide this for the <i>insured member</i> after the <i>transition date</i>. <p>For members whose cover commences on or after the <i>transition date</i>, the percentage we have agreed to provide to the <i>insured member</i>:</p> <ul style="list-style-type: none"> • 75% or • 85% (which includes 10% on account of <i>employer</i> superannuation entitlements)
<i>limited cover</i>	<p>Means cover for <i>disability</i> arising from:</p> <p>(a) an illness that first becomes apparent; or</p> <p>(b) an injury that first occurs;</p>

	on or after the date the cover last started, restarted or, in the case of an increase in cover, increased for the person under this policy.
maximum accident cover	\$15,000 a month
maximum monthly benefit	Means: <ul style="list-style-type: none"> • \$20,000 a month for cover with a 5 year <i>benefit payment period</i>; or • \$30,000 a month for cover with a 2 year <i>benefit payment period</i>.
medical practitioner	Means a medical practitioner who is suitably qualified and properly registered and is not: <ul style="list-style-type: none"> (a) an immediate or extended family member of; (b) a manager, employee, or colleague of; (c) a business partner or associate sharing vested business interests with; <p>the relevant <i>insured member</i>.</p> <p>For the purpose of this definition, a registered medical practitioner is a qualified medical practitioner whose credentials have been formally accepted by the Medical Authority of the Australian state or territory in which they practice as a medical practitioner and who is registered by that Medical Authority to carry out the duties of a medical practitioner according to the rules set by the Medical Authority. A Medical Authority is the registered authority, board, association or body which has the power to authorise or license a person to practice as a medical practitioner in the relevant Australian state or territory.</p> <p>We may, in <i>our</i> absolute discretion, accept a similarly qualified person who is registered and practicing as a medical practitioner in another country, and who has a formal qualification that is generally equivalent to that required to practice in Australia. We may, in <i>our</i> absolute discretion, seek an independent opinion from a qualified registered medical practitioner in Australia to review such overseas medical evidence.</p>
minimum hours	Means 14 hours per week or such other number of hours per week we agree to in writing.
monthly benefit	Means the amount calculated under condition 1.1.3.
monthly income	Means, in respect of an <i>insured member</i> who suffers <i>partial disability</i> : <ul style="list-style-type: none"> (a) the earnings from employment received by that <i>insured member</i> during that month which was payable in respect of that month, or which, though not actually received during that month, we reasonably apportion to them for the month in respect of which we are paying a <i>partial disability benefit</i>; and (b) any earnings from employment which, in <i>our</i> opinion, the <i>insured member</i> could reasonably be expected to earn in: <ul style="list-style-type: none"> (i) their <i>own occupation</i>, (ii) the occupation they are working in, or

	<p>(iii) if the <i>insured member</i> is unemployed, an occupation for which they are reasonably suited by education, training and experience, while <i>disabled</i> during that month.</p>
monthly salary	Means the monthly salary applied to an <i>insured member</i> for the purposes of calculating the <i>insured member's</i> amount of cover, as determined by the <i>fund</i> and agreed to by <i>us</i> based on information provided by the <i>employer</i> or another reasonable method.
normal pregnancy or childbirth	Means normal and uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.
outgoing insurer	Has the meaning given in <i>Guidance Note 11</i> , and for the purposes of this policy is The Colonial Mutual Life Assurance Society Limited.
own occupation	Means the normal occupation or work carried out by the <i>insured member</i> before becoming <i>disabled</i> .
partial disability benefit	Means the <i>benefit</i> payable under condition 1.2.
partial monthly benefit	Means the amount calculated under condition 1.2.3.
partially disabled/partial disability	<p>A person is <i>partially disabled</i> if they are not <i>totally disabled</i> but, because of illness or injury, they:</p> <ul style="list-style-type: none"> (a) have been <i>totally disabled</i> for at least 7 days out of 12 consecutive days; (b) are unable to work in their <i>own occupation</i> at full capacity immediately after they became <i>totally disabled</i> because of the illness or injury that caused their <i>total disability</i>; (c) <ul style="list-style-type: none"> (i) while a person is employed, are working or capable of working in their <i>own occupation</i> in a reduced capacity, or are working in another occupation, or (ii) while a person is not employed, are capable of working in any occupation for which they are reasonably suited by education, training and experience; (d) earn or are capable of earning a <i>monthly income</i> that is less than their <i>pre-disability income</i>; (e) are under the regular care of, and following the advice of, a <i>medical practitioner</i>; and (f) are participating and continue to participate in an <i>approved rehabilitation program</i> or retraining program.
permanent basis	Means being employed other than as a <i>casual employee</i> .
policy commencement date	1 January 2018

policyowner	Vision Super Pty Ltd ABN: 50 082 924 561
pre-disability income	Means: (a) the monthly value of the <i>income</i> earned by the <i>insured member</i> ; immediately before becoming <i>disabled</i> ; or (b) if the <i>insured member</i> is on <i>employer</i> approved parental leave or leave without pay when first <i>disabled</i> , the <i>insured member's</i> pre-disability income shall be determined by reference to the monthly <i>income</i> earned by the <i>insured member</i> from the <i>employer</i> immediately prior to going on leave or the amount we last agreed in writing to apply to the <i>insured member</i> .
pre-existing condition exclusion	Means the exclusion outlined in condition 6.3.1.
pre-existing medical condition	In relation to an <i>insured member</i> , means any illness or injury which that <i>insured member</i> was subject to prior to the commencement or recommencement of cover under this policy, being an illness or injury: (a) that they were aware of, or a reasonable person in the circumstances could have been expected to have been aware of; and (b) for which they sought or intended to seek <i>medical help</i> , or for which a reasonable person in the circumstances would have sought <i>medical help</i> ; unless such illness or injury was disclosed to <i>us</i> and we have expressly agreed in writing to cover the <i>insured member</i> in respect of it. In this definition, <i>medical help</i> means any medical consultation, treatment, care or services, including tests, other diagnostic procedures or a referral to a specialist.
premium due date	Means the last working day of each <i>financial quarter</i> .
premium rates	Premium rates are set out in Appendix A. Premium rates are expressed as a weekly amount and include stamp duty.
previous policy	Means Policy K006418 issued by The Colonial Mutual Life Assurance Society Limited.
regular duties	Means the duties that are normally required to perform an occupation.
takeover date	Has the meaning given in <i>Guidance Note 11</i> , and for the purposes of this policy is 1 January 2018.
total disability benefit	Means the <i>benefit</i> payable under condition 1.1.
totally disabled/total disability	A person is <i>totally disabled</i> if, because of illness or injury, they have ceased to be <i>gainfully employed</i> and are: (a) (i) while a person is employed, unable to perform the <i>regular duties</i> of their <i>own occupation</i> ; (ii) while a person is not employed, unable to perform the <i>regular duties</i> of any occupation for

	<p>which they are reasonably suited by education, training and experience;</p> <p>(b) under the regular care of, and following the advice of, a <i>medical practitioner</i>;</p> <p>(c) participating and continue to participate in an <i>approved rehabilitation program</i> or retaining program; and</p> <p>(d) not working in any occupation, whether or not for reward.</p>
transition date	1 February 2023
underwriting requirements	Means <i>our</i> requirements, as agreed in writing between <i>you</i> and <i>us</i> to be supplied to <i>us</i> , in order to assess a person for cover.
units	A unit of cover providing \$500.00 of cover per month
waiting period	<p>Means:</p> <p>(a) the continuous period of 30, 60 or 90 days for which a person has to be <i>disabled</i> before a <i>disability benefit</i> starts to accrue under this policy, subject to the requirements set out in condition 1.3 and below.</p> <p>(b) If the <i>insured member</i> was covered under this policy immediately prior to the <i>transition date</i>, a 90 day waiting period will apply to the <i>insured member's</i> cover until such time as <i>we</i> otherwise agree.</p> <p>However, if the <i>insured member</i> has elected to retain a 5 year <i>benefit payment period</i> in accordance with condition 3.2.2, they cannot request a 30 or 60 day waiting period.</p> <p>(c) If cover commences for an <i>insured member</i> under condition 2.2, they may apply to <i>us</i> for a 30, 60 or 90 day waiting period within 90 days of the <i>fund</i> issuing the <i>Welcome Letter</i>.</p> <p>A 90 day waiting period will apply to the <i>insured member's</i> cover from the date cover starts for the <i>insured member</i> under this policy until the date on which the member's election is received.</p> <p>If an <i>insured member</i> does not notify <i>us</i> which waiting period they have elected to apply to them within 90 days of the <i>fund</i> issuing the <i>Welcome Letter</i>, a 90 day waiting period will continue to apply to the <i>insured member's</i> cover until such time as <i>we</i> otherwise agree.</p>
war	Includes any act of war (whether declared or not), revolution, invasion, civil uprising or rebellion.
we/our/us	MLC Limited ABN 90 000 000 402
welcome letter	Means the welcome letter that <i>we</i> agree with <i>you</i> will constitute the Welcome Letter from the <i>Fund</i> for the purposes of condition 2.2.

<i>you/your</i>	Means the <i>policyowner</i> .

Appendix A

Weekly premium rates per unit of cover

	Voluntary Cover*	Default Cover	Voluntary Cover	Voluntary Cover
Age Last Birthday	<i>90 days waiting period 5 year benefit payment period</i>	<i>90 days waiting period 2 year benefit payment period</i>	<i>60 days waiting period 2 year benefit payment period</i>	<i>30 days waiting period 2 year benefit payment period</i>
15	\$5.33	\$2.49	\$3.72	\$4.47
16	\$5.33	\$2.49	\$3.72	\$4.47
17	\$5.33	\$2.49	\$3.72	\$4.47
18	\$5.33	\$2.49	\$3.72	\$4.47
19	\$5.33	\$2.49	\$3.72	\$4.47
20	\$5.34	\$2.49	\$3.72	\$4.47
21	\$5.34	\$2.49	\$3.72	\$4.48
22	\$5.35	\$2.50	\$3.73	\$4.48
23	\$5.35	\$2.50	\$3.73	\$4.49
24	\$5.36	\$2.50	\$3.74	\$4.50
25	\$5.38	\$2.51	\$3.77	\$4.53
26	\$5.39	\$2.52	\$3.77	\$4.54
27	\$5.40	\$2.52	\$3.77	\$4.54
28	\$5.41	\$2.52	\$3.78	\$4.55
29	\$5.42	\$2.52	\$3.78	\$4.56
30	\$5.43	\$2.53	\$3.80	\$4.57
31	\$5.44	\$2.53	\$3.81	\$4.59
32	\$5.45	\$2.54	\$3.82	\$4.61
33	\$5.47	\$2.54	\$3.84	\$4.64
34	\$5.49	\$2.55	\$3.87	\$4.68
35	\$5.51	\$2.56	\$3.90	\$4.71
36	\$5.54	\$2.57	\$3.92	\$4.76
37	\$5.57	\$2.58	\$3.96	\$4.80
38	\$5.62	\$2.60	\$3.99	\$4.84
39	\$5.66	\$2.62	\$4.02	\$4.88
40	\$5.72	\$2.64	\$4.05	\$4.92
41	\$5.77	\$2.67	\$4.09	\$4.96
42	\$5.84	\$2.69	\$4.12	\$4.99
43	\$5.91	\$2.72	\$4.16	\$5.04
44	\$5.99	\$2.76	\$4.20	\$5.08
45	\$6.08	\$2.79	\$4.24	\$5.12
46	\$6.19	\$2.84	\$4.29	\$5.17
47	\$6.31	\$2.88	\$4.34	\$5.23
48	\$6.44	\$2.93	\$4.40	\$5.30
49	\$6.57	\$2.99	\$4.46	\$5.36
50	\$6.72	\$3.05	\$4.53	\$5.43
51	\$6.89	\$3.11	\$4.60	\$5.51
52	\$7.08	\$3.19	\$4.68	\$5.60

53	\$7.29	\$3.27	\$4.77	\$5.70
54	\$7.52	\$3.36	\$4.87	\$5.80
55	\$7.78	\$3.46	\$4.98	\$5.92
56	\$8.08	\$3.58	\$5.11	\$6.05
57	\$8.40	\$3.70	\$5.25	\$6.20
58	\$8.76	\$3.84	\$5.40	\$6.36
59	\$8.45	\$4.00	\$5.58	\$6.54
60	\$8.22	\$4.18	\$5.77	\$6.74
61	\$7.77	\$4.35	\$5.96	\$6.95
62	\$6.98	\$3.78	\$5.39	\$6.38
63	\$6.11	\$3.11	\$4.54	\$5.41
64	\$5.32	\$2.52	\$3.78	\$4.55

* Only available to *insured members* who were covered under this policy immediately prior to the *transition date*, subject to condition 3.2.3.