

# YourChoice Super Insurance Guide

1 December 2020

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## Important information

The information in this document forms part of the YourChoice Super Product Disclosure Statement (PDS) dated 1 December 2020. It contains a number of references to important in the PDS and Additional Information Guide which also forms part of the PDS. Terms capitalised in this Insurance Guide are defined in Part 11 or in the Key definitions of the Additional Information Guide.

The information in this Insurance Guide is general information only and does not take into account your personal financial situation or needs. Should you wish to seek financial advice, please consult a licensed financial adviser who can tailor options to suit your personal circumstances.

The information in this Insurance Guide is subject to change from time to time. Information that is not materially adverse can be updated by us. Updated information can be obtained, free of charge, by calling us on 1800 640 055 (within Australia), by emailing us at [yourchoicesuper@onevue.com.au](mailto:yourchoicesuper@onevue.com.au) or online via the Secure Online Portal. A paper copy of any updated information will be provided to you free of charge, upon request.

The information contained in this Insurance Guide is a summary of the terms and conditions associated with the Group Life Insurance Policy and the Group Income Protection Policy. Full terms and conditions of each policy can be provided upon request.

To the extent this Insurance Guide is inconsistent with the Group Life Insurance Policy and the Group Income Protection Policy (together, the Policies) the terms of the respective Policies will prevail. The terms of the Policies

may change after the date this Insurance Guide is prepared, without reference to the Fund's members.

Additional information on Retail Insurance and how to apply for all insurance is available via the Secure Online Portal. For information on retail insurance, please contact your financial adviser. This Insurance Guide is issued by Diversa Trustees Limited ABN 49 006 421 638, AFSL No 235153 RSE Licence No L0000635 (referred to as we, our, us, the Trustee).

YourChoice Super is a superannuation product offered through OneSuper (formerly Smartsave 'Member's Choice' Superannuation Master Plan) ABN 43 905 581 638 RSE R1001341 bearing the brand "YourChoice Super". YourChoice Super is promoted by OneVue Wealth Services Ltd ABN 70 120 380 627, AFSL 308868. For the purpose of this document YourChoice Super is referred to as YourChoice Super or the Fund.

## Duty of Disclosure

Before you enter into or become insured under a life insurance contract, you have a duty to tell the Insurer anything that you know, or could reasonably be expected to know, that may affect the Insurer's decision to insure you and the terms of that insurance. This duty of disclosure continues until cover has been issued by the Insurer. The same duty applies before you extend, vary or reinstate your cover.

You do not need to disclose anything that reduces the risk that you are insured for, or is common knowledge, or that the Insurer knows or should know, or they waive their duty to disclose.

If you do not tell the Insurer something that you are required to disclose, and the Insurer would not have insured you on the same terms if you had made the

disclosure, the Insurer may avoid cover within 3 years of issuing it.

If the Insurer chooses not to avoid cover, they may, at any time, reduce the insured amount. This would be worked out using a formula that takes into account the premium that would have been payable if you had told them everything you should have. However, for Death Cover, the Insurer may only exercise this right within 3 years of issuing cover.

If the Insurer chooses not to avoid cover or reduce the amount for which you have been insured, they may, at any time, vary your cover in a way that places them in the same position they would have been in if they had been told everything they should have been told. However, this right does not apply to Death Cover.

If your failure to disclose is fraudulent, the Insurer may refuse to pay a claim and treat your cover as if it never existed.

The Insurer supports the FSC Life Insurance Code of Practice, which sets out the industry standards for service

and conduct. If you would like a copy, please visit the FSC website at [www.fsc.org.au/policy/life-insurance/code-of-practice](http://www.fsc.org.au/policy/life-insurance/code-of-practice).

Note, the Trustee has the same Duty of Disclosure with respect to your application for cover and in respect of any group policies issued to it.

**For more information**

**Phone:** 1800 640 055

**Email:** [yourchoicesuper@onevue.com.au](mailto:yourchoicesuper@onevue.com.au)

**Write:** PO Box 1282, Albury NSW 2640

## 1. YourChoice Super insurance at a glance

No one knows what the future holds. If you were to suffer a serious injury or illness your family's financial situation and quality of life can be severely affected.

You can access affordable insurance cover through YourChoice Super to protect your family's financial security against the unexpected.

<b>Death Insurance</b>	Provides a lump sum benefit in the event of death
<b>Terminal Illness Insurance</b>	Provides a lump sum benefit in the event you are diagnosed with a Terminal Illness
<b>Death and Total Permanent Disablement (TPD) Insurance</b>	Provides a lump sum benefit in the event of death or if you suffer Total and Permanent Disablement
<b>Income Protection Insurance</b>	Pays a set percentage of your Monthly Income for a predefined length of time in the event that you suffer Total Disability as a result of Illness or Injury.

The Fund provides for the following insurance policy types:

- Group Life Cover, and
- Retail Insurance Cover (available through your financial adviser).

Retail Insurance includes ancillary benefits which are not covered under Group Insurance whereas Group Insurance covers the core benefits of Death, Total & Permanent Disablement, and Terminal Illness.

Retail Insurance terms are specific to the retail insurer's product disclosure statement. Speak to your Nominated Representative to obtain a copy of an insurer's product disclosure statement or to apply for Retail Insurance cover.

You can choose to take up all or any combination of the above insurance cover.

## 2. How insurance is applied to YourChoice Super

	Group Life	Retail
<b>Insurer</b>	Hannover Life Re of Australasia Ltd (ABN 37 062 395 484)	As determined by your financial adviser
<b>Insurance cover Offered</b>	Death Death & TPD Terminal Illness Income Protection	Death Death & TPD Terminal Illness Income Protection
<b>Application</b>	Online	Through your financial adviser
<b>Insurance Terms</b>	Refer to the YourChoice Super PDS and this Insurance Guide	Refer to the retail insurer's product disclosure statement (your financial adviser should provide you with a copy of this).
<b>Policy Owner</b>	The Trustee of YourChoice Super	
<b>Life Insured</b>	You	
<b>Premium payment</b>	Premiums are deducted from your YourChoice Super account	

### Types of Group Life Insurance

YourChoice Super offers two types of Default Group Insurance cover – personal and employee, with both offering voluntary cover, which is subject to underwriting.

The type of Default Insurance cover available to you is determined by your employment status.

Your employment status:	You are eligible to apply for
<b>You are an employee of a Participating Employer<sup>3</sup></b>	Employee Division cover
<b>All others</b>	Personal Division cover

### Fees and costs

There are costs associated with insurance cover. These costs, including premiums and administration fees which are deducted from your Account, are calculated on the amount of insurance cover you request, your membership type, your age, gender, occupation, income (for Income Protection Insurance cover), upon assessment by the Insurer.

### Group Insurance costs

If you decide to take up group insurance Death and TPD and Income Protection cover, YourChoice Super will charge you an administration fee of 10% of the premium

<sup>3</sup> Participating Employer means an employer who was instructed by an Eligible Person to direct superannuation guarantee contributions to the

Personal Division of the Fund under Choice of Fund legislation. Refer to the Insurance Guide Terms and Conditions for further details.

to cover the expenses of administering insurance through YourChoice Super. This fee is included as part of the displayed premium.

### Retail Insurance costs

If you decide to take up Retail Insurance cover, YourChoice Super will charge you an Activity Fee: Insurance Establishment Fee of \$77, and \$77 per annum to cover the expenses for administering insurance through YourChoice Super. These are in addition to your premium.

Type of fee	Amount	How and when paid
<b>Activity Fee: Insurance Administration Fee (Retail Policies)</b>	\$77 per annum	1/12 of the annual fee charged at the end of the month and deducted from your account
<b>Activity Fee: Insurance Establishment Fee (Retail Policies only)</b>	\$77	Charged at the end of the month and deducted from your account on commencement of your cover
<b>Activity Fee: Insurance Payment Administration Fee*</b>	\$40	Charged at the time of payment and deducted from your account with each payment

\* Activity Fee: Insurance Payment Administration Fee only applies to Income Protection insurance payments.

## 3. YourChoice Super Insurance Cover

### Default Death and TPD Cover when you join the Employee Division

If you are an employee of a participating employer and meet eligibility and commencement of cover conditions when you join YourChoice Super, you will receive 3 units of Default Death and TPD insurance cover without any medical underwriting, at a cost of \$4.38 per week. The amount of Default cover provided will depend on your age, as shown in Table 1 - Default Employee Death and TPD Cover amounts. Where no election is made on the Membership Application form then no Default Cover is applied. All cover that does not commence as Default Cover is subject to underwriting.

If you are not At Work on the date your cover commences, your cover will be New Events Cover<sup>4</sup> for 24 months. At the end of the 24 months' period you must be At Work otherwise New Events Cover will continue to apply. You may elect to opt out of your Default Cover, select death only cover, or reduce the level of cover at

any time. However, any subsequent request to reinstate or increase cover will be fixed cover and subject to underwriting.

**Table 1 – Default Employee Death & TPD Cover amounts**

Age next birthday	Value of 3 units of death & TPD cover	Age next birthday	Value of 3 units of death & TPD cover
	\$4.38 per week		\$4.38 per week
16	535,500	44	189,000
17	535,500	45	189,000
18	535,500	46	109,500
19	535,500	47	109,500
20	535,500	48	109,500
21	535,500	49	109,500
22	535,500	50	109,500
23	535,500	51	61,500
24	535,500	52	61,500
25	535,500	53	61,500
26	535,500	54	61,500
27	535,500	55	61,500
28	535,500	56	37,500
29	535,500	57	37,500
30	535,500	58	37,500
31	535,500	59	37,500
32	535,500	60	37,500
33	535,500	61	28,500
34	535,500	62	25,500
35	535,500	63	22,500
36	318,000	64	21,000
37	318,000	65	19,500
38	318,000	66	19,500
39	318,000	67	19,500
40	318,000	68	16,500
41	189,000	69	15,000
42	189,000	70	15,000
43	189,000		

Note: For Death only, a unit rate of \$0.88 per unit per week applies.

Refer to Death and TPD Cover Terms and Conditions and Definitions for further information on Employee Division insurance cover.

<sup>4</sup> New Events cover is the cover provided for an Illness first diagnosed, or an Injury that first occurs, on or after the date your cover commences or recommences for an Insured Person.

## Default Death & TPD (Fixed Cover) when you join the Personal Division

YourChoice Super offers Default Death and TPD insurance cover as fixed cover to an Eligible Person who meets Eligibility and Commencement of cover terms, The Default Cover is for New Events only for 36 months. The amount of Default Insurance Cover you receive is determined by your age next birthday as presented in Table 2 below. Any subsequent increase in cover after the initial selection of Default Cover at commencement is subject to Underwriting.

**Table 2 – Default Personal Death & TPD (Fixed Cover) amounts**

Age next birthday	Death Cover	TPD Cover
16 – 35 years	\$535,500	\$535,500
36 – 40 years	\$318,000	\$318,000
41 – 45 years	\$189,000	\$189,000
46 – 50 years	\$109,500	\$109,500
51 – 55 years	\$61,500	\$61,500
56 – 60 years	\$37,500	\$37,500
61 years	\$28,500	\$28,500
62 years	\$25,500	\$22,950
63 years	\$22,500	\$18,000
64 years	\$21,000	\$14,700
65 years	\$19,500	\$11,700
66 years	\$19,500	\$9,750
67 years	\$19,500	\$7,800
68 years	\$16,500	\$4,950
69 years	\$15,000	\$3,000
70 years	\$15,000	\$1,500

### The value of Default cover changes with your age

The level of insurance provided as Default cover will be adjusted throughout the life of your YourChoice Super membership determined by your age.

#### For example:

If you are aged 39 when you join YourChoice Super, you will receive \$318,000 of Default Death and TPD insurance cover. The following year when you turn 41, your Default Death and TPD insurance cover will reduce to \$189,000. Death insurance cover will remain the same as you age, however TPD insurance cover reduces after you turn 60 as shown in Table 3 below (based on age next birthday). This is called TPD tapering.

**Table 3 – TPD Tapering**

Age Next Birthday	Tapering Factor	Age Next Birthday	Tapering Factor
Up to 61	0%	66	50%
62	10%	67	60%
63	20%	68	70%
64	30%	69	80%
65	40%	70	90%

Note: Your premium cost will also vary depending on your age. Refer to Part 5 for Premium tables.

## Eligibility

To be eligible for Personal Division Default Death and TPD insurance cover:

- You must satisfactorily complete a Membership Application form including answering 'no' to the agreed health questions, and a contribution is received by the Fund, and
- You must be an Australian Resident, be aged 25 years or over and have an account balance within the Fund of \$6,000, and be less than the Maximum Entry Age of 67 years, and
- You must not be applying for, entitled to, or been paid a Total and Permanent Disablement benefit from any superannuation fund or life insurance policy. If this provision is not met you will be eligible for Default death cover only, and
- You must not be applying for, or have been paid a Terminal Illness benefit from any superannuation fund or life insurance policy. If this provision is not met you will not be eligible for any cover under this Policy, and
- You must not be employed in an Excluded Occupation, and
- You are At Work on the date cover commences.

As long as the above requirements are met, Cover will commence from the date that the Fund advises you of approval in writing provided there is a sufficient account balance to pay the first monthly Premium, the date that the Eligible Person has attained both age 25 and an account balance of \$6,000 and you are not Inactive.

## Agreed Cover

The Agreed Cover available to you under Default Death and TPD insurance cover is the dollar amount of fixed cover benefit held that the Insurer has agreed to and which is in force for an Insured Person. Personal Division Agreed Cover is shown in Table 2 Default Personal Death & TPD (Fixed Cover) amounts.

Tapering of the Total and Permanent Disablement benefit applies, and the amount of Total and Permanent Disablement cover can never exceed the amount of Death cover.

An Insured Person may either opt out of all cover, or select Death only cover or reduce their level of cover by providing an advice to the Fund. Any subsequent request to reinstate or increase cover is subject to underwriting.

## New Events Cover

If you are eligible for Default Death and TPD insurance cover in the Personal Division, New Events Cover applies for the first 36 months, from the date that cover commences. During which pre-existing illnesses and injuries at the date cover commences are excluded. New Events Cover will cease and full cover will be provided at the end of the agreed 36-month period provided you are At Work.

If at this date, the member is not At Work, New Events Cover will continue to apply until you are At Work for 30 consecutive days.

It is important to note that if you have no pre-existing illnesses or injuries there will be no limitation on cover provided.

New Events Cover does not apply if your insurance is underwritten and accepted by the Insurer.

Where Eligibility requirements are not met, Death and TPD insurance cover is subject to underwriting, with a personal statement and declaration of health being completed in the first instance and providing any information which the Insurer considers necessary for underwriting purposes.

Cover will only commence from the date that the Fund advises you of approval in writing. Under this basis, cover will commence provided there is a sufficient account balance to pay the first monthly Premium, the date that the Eligible Person has attained both age 25, and an account balance of \$6,000 and is not Inactive.

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### Warning:

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**Commencement of cover:** If you accept default cover, it will commence on the date the first contribution or rollover is received into your account.

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**Cooling off period:** Unless you say no to Default Death and TPD insurance cover, decline the Default Insurance Cover or cancel it, the cost of Default Insurance Cover will be deducted from your account monthly in arrears. You have 28 days from submitting your application accepting default cover to change your mind before you will incur an insurance premium. This is known as the cooling off period. After this period no insurance premium refund will be available.

**Loss of cover:** We cannot continue to provide insurance cover to accounts which have not received a contribution or rollover for sixteen months or longer, unless you make an election to maintain

cover notwithstanding inactivity. We'll let you know if you're at risk of losing cover, and what your options are.

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## How much will Default Insurance cover cost

Premiums for the cost of Default cover are based on premium rates offered under YourChoice Super's Group Life Insurance Policy. Refer to Part 5, for further information on premium rates and Automatic Acceptance Limits.

## Transferring an existing Death and TPD insurance policy to YourChoice Super – Personal Division

You may be able to transfer existing Death and TPD insurance cover from your current insurer to YourChoice Super Personal Division, provided you meet eligibility conditions.

Cover transferred to YourChoice Super will be converted into fixed cover for the same type and level of cover (Personal or Employee) and the relevant policy premiums rates under the YourChoice Super Life Insurance policy will be applied.

If you are currently insured for Death only cover or Death and TPD cover with another Australian insurer either:

- Under an employer sponsored superannuation policy, or
- A personal Retail Insurance policy which commenced within the last 5 years.

You may be eligible to transfer this cover to YourChoice Super. To be eligible:

- You must be less than 65 years of age,
- You will confirm that your existing cover in the other fund or personal retail insurance policy will cease on acceptance by YourChoice Super. No claim will be considered by the Insurer where insurance is retained in any form of the previous cover elsewhere,
- You must transfer your entire Fund account balance to YourChoice Super,
- You must not continue the cover under any other insurance arrangement, reinstate cover or effect a continuation option,
- You must provide a copy of your Benefit Statement or Policy Renewal Statement or other written confirmation from your provider dated within the previous 31 days as evidence of your current cover and the insured benefit previously held. This includes a copy of the advice received from the Insurer or fund advising you of acceptance of insurance and if the acceptance was on standard terms or subject to additional terms,
- Your benefits to be transferred must not be subject to any premium loading, restriction, exclusion or

- pre-existing condition,
- Your occupation is not an Excluded Occupation. (Refer to Excluded Occupations definitions in the Death and TPD Terms and Conditions),
- The combined total (transferred plus existing cover), of Death and TPD insurance cover following the transfer must not exceed \$1,000,000, and
- The member must satisfactorily complete a Choice of Fund Application Form, including answering 'no' to the agreed health questions, and be received by the Plan within 31 days of being signed and dated and lodged.

Where all of the above requirements have been met, cover will commence from the date the Fund accepts your Transfer of Cover Application Form as long as your Account balance is sufficient to pay the monthly Premium.

If the Fund has not received an account balance transfer within 31 days after we have accepted the Eligible Person's Transfer of Cover Application Form, or the account balance is insufficient to pay the Premium, then cover will not have commenced and the Eligible Person will be required to complete a new Transfer of Cover Application Form. Cover will then only commence from the date we accept the new Transfer of Cover Application Form if their account balance is sufficient to pay the Premium.

Before deciding to transfer any insurance cover you have, please ensure you have considered any potential loss of existing cover or other benefits you may have with your existing insurer.

Where any of the requirements are not met, no transfer of cover can occur and the cover will then be subject to a Personal Statement and Declaration of Health being completed and underwriting considerations by the Insurer.

### How to apply to transfer cover

1. Logon to YourChoice Super online,
2. Go to your insurance page,
3. Select Increase my group life insurance to expand options,
4. Select Apply button beside transfer,
5. Print and complete the form,
6. Obtain relevant evidence (refer to above eligibility conditions), and
7. Send your form and evidence to: YourChoice Super, PO Box 1282, Albury NSW 2640.

The transfer of your existing insurance is subject to review by the Insurer. YourChoice Super will write to you to confirm whether your application to transfer cover has been accepted by the Insurer.

### If your application to transfer cover is accepted by the Insurer

- The same type and level of cover being transferred will be applied to the Group Life Insurance Policy held under super (e.g. if you applied to transfer \$200,000 death cover, you will be insured for \$200,000 under the YourChoice Super Group Life Insurance Policy), and
- Premiums for transferred cover will be deducted from your YourChoice Super account. Premiums deducted are based on premium rates offered under YourChoice Super's Group Life Insurance Policy. Refer to Part 5 How much does insurance cost.

## Voluntary insurance Cover

### Increasing or applying for Death & TPD Cover in the Personal Division

You can apply to increase insurance cover online. All additional insurance will be underwritten by the insurer and is subject to the following policy maximums:

- Death - unlimited
- TPD & Terminal Illness - \$3 million

Voluntary Cover is available as fixed cover and is subject to underwriting. Where an Insured Person with Default Insurance Cover that is New Events cover only is underwritten and accepted for Voluntary Cover, the Insured Person will receive full cover from the date the Fund provides written confirmation of the acceptance of the cover.

All additional insurance is subject to Insured Cover maximums, minimum and maximum entry ages, underwriting, and acceptance by the Insurer.

The maximum entry age to apply for voluntary insurance cover is 5 years prior to the Cover Ceasing age as follows:

- Death and Terminal Illness cover – Insured Person's 75<sup>th</sup> birthday, and
- TPD cover – Insured Person's 70<sup>th</sup> birthday.

If underwriting is required, you must provide the Insurer with all the information that the Insurer regards as necessary for underwriting purposes. This information must be given in the form the Insurer chooses.

After considering all information that has been requested and received for the amount of Insured Cover that was subject to underwriting, the Insurer may in their absolute discretion either:

- Accept the Insured Cover, or
- Offer to accept the Insured Cover subject to whatever special terms, conditions, restrictions, exclusions, or premium loading as the Insurer considers appropriate, or
- Refuse to provide the Insured Cover.

Any Insured Cover applied for by an Eligible Person or Insured Person who is being underwritten will commence from the date the Fund notifies the member in writing of acceptance of the cover. Any increase in

Premium, condition, restriction or Exclusion on the insurance cover applied for will come into effect immediately.

The offer will be advised to the Fund and it will be the responsibility of the Fund to communicate the terms of the offer to the Eligible Person or Insured Person. The offer will be deemed to be accepted unless the Fund, the Eligible Person or the Insured Person, notifies the Fund in writing that the offer is refused.

### How to apply to increase your insurance cover

1. Logon to YourChoice Super online,
2. Go to your insurance page,
3. Select Increase my group life insurance to expand options,
4. Select Apply button beside Increase my Group Life Cover, and
5. Complete the online form.

### Life Events Cover

You can apply to increase your existing insurance cover without providing medical evidence if a Nominated Event occurs. The increase does not apply to Voluntary (Underwritten cover). Nominated Events are:

- Marriage,
- Where you or your Partner gives birth to or adopt a child/ children, or
- Where you purchase a home for your permanent residence with a mortgage on that residence of \$100,000 or more.

Increase of insurance cover due to a Nominated Event is limited to an amount equal to the lesser of:

- 25% of your current sum insured (Agreed Benefit),
- \$200,000, or
- Increase in mortgage (if existing) or the amount of a new mortgage.

An increase in increase cover due to a Nominated Event is subject to the following conditions:

- You are an existing YourChoice Super Group Life Insurance member (Insured Person) on the date that the Nominated Event occurred, and
- You must be less than 55 years of age on the date you applied for this increase in cover, and
- Your current insurance held under the Group Life Policy is not subject to any special conditions such as a premium loading, restriction or exclusion, and
- You must not have previously been declined cover under the Group Life Policy, and
- You are not applying for, entitled to, or have not been paid a Total and Permanent Disablement or Terminal Illness benefit from the Fund, or any superannuation fund or life insurance policy, and
- You must provide YourChoice Super with sufficient proof to confirm that the Nominated Event occurred (e.g. certified copy of your marriage certificate, final

divorce statement, adoption certificate, your child's birth certificate or loan agreement), and

- Your fully completed and signed application to request the increase in your Agreed Cover is received by the Insurer within 90 days of the Nominated Event, and
- The Insured Cover will not exceed the Maximum Insured Cover approved by the Insurer, and
- You are At Work on the date the Nominated Event occurred and At Work on the date the Insurer accepts the application.

The increase to the Insured Cover will commence on the date the Fund notifies you in writing. New Events cover will apply to the increased portion of Insured Cover for the first 180 days after the Insurer has accepted the application.

You can only increase cover for any Nominated Event once in any 12-month period and you can only ever increase cover once for each Nominated Event,

You are eligible to increase your Insured Cover for the same type of cover for which you are currently insured, If a claim arises within the first thirteen (13) months as a result of suicide or a self-inflicted Injury the claim will not be paid by the Insurer.

### How to apply for a Life Events increase in Group Life insurance cover

1. Logon to YourChoice Super online,
2. Go to your insurance page,
3. Select Increase my group life insurance to expand options,
4. Select Apply button beside increase cover due to Nominated Event,
5. Print and complete the form, and
6. Send your form and evidence to: YourChoice Super, PO Box 1282, Albury NSW 2640.

### Interim Accident Cover

Interim Accident Cover commences for an Eligible Person or Insured Person from the date the Fund receives an application. Interim Accident Cover does not apply to any increase provided under Life events cover.

If an Eligible Person or Insured Person with interim Accident Cover dies as a result of an Injury, or suffers Total and Permanent Disablement as a result of an Injury, the Insurer will pay the Agreed Cover for them as if they were an Insured Person.

If interim Accident Cover applies, the amount of interim Accident Cover payable will be the lesser of the amount being applied for or \$1,500,000.

Interim Accident Cover will be payable for:

- Death, if the application to us requested Insured Cover for Death and it is available to you under The Policy, and
- Total and Permanent Disablement, if the application



to us requested Insured Cover for Total and Permanent Disablement and it is available to you under The Policy.

Interim Accident Cover for an Eligible Person or an Insured Person ceases on the earliest of:

- When the Insurer notifies the Fund of their underwriting decision, or
- When the application is withdrawn, cancelled, or the Insurer is advised it is not being proceeded with, or
- At midnight on the 90<sup>th</sup> day after it commenced, or
- When any event happens under cessation of insurance cover, or
- The cessation of The Policy.

## 4. Income Protection Insurance Cover

### Employee Division

Voluntary Cover may be applied for by an Eligible Person who is an employee of a Participating Employer and meets the Eligibility and Commencement of Cover conditions. All cover is subject to Underwriting. Further information can be found in the Income Protection Insurance Cover Terms and Conditions. Please contact the Fund for information on Employee Division Insurance Cover arrangements.

### Personal Division

Income Protection insurance cover is available as Voluntary cover to an Eligible Persons.

You, as the Eligible Person must elect the applicable Waiting Period, Benefit Period and percentage of your Monthly Income to be covered on your Membership Application Form.

Cover is subject to the insurance policy maximums of 75% of your pre-disability Monthly Income up to a maximum of \$25,000 per month, plus the Superannuation Contribution benefit percentage if it applies<sup>5</sup>. This maximum amount is the total amount of cover held with YourChoice Super and all cover held under other policies with any other insurer.

You can select from 30 or 90 day waiting periods, and have the choice of a 2 year or to age 65 benefit periods. Cover is subject to underwriting and acceptance by the insurer.

You may select on your Membership Application Form to include the Superannuation Contribution benefit for an amount equal to the agreed percentage of the Monthly Income paid by the Employer, subject to a maximum of 10%. A self-employed person is not eligible for the Superannuation Contribution benefit.

Your monthly Income is determined immediately prior to the date of Disability. If immediately prior to the date of Disability, you, the Insured Person were no longer a Permanent Employee or Contractor working for your Employer for at least 15 hours per week, your Monthly Income will be averaged over the 12 months immediately prior to the date of Disability.

Your monthly benefit will be increased by the lesser of the annual CPI percentage increase or 5% for every 12 months when you are in receipt of a total disability benefit.

Your annual premium per \$1,000 sum insured is based on your age, gender and occupation category, as shown in Part 5 How much does Insurance cost? Table 6.

While your application for the Income Protection cover is being considered, the Insurer will provide interim Accident Cover.

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#### Warning:

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Commencement of cover:

All Employee and Personal Division Income Protection Insurance cover is subject to underwriting and payment of premiums. Cover commences on the date the Fund advises you in writing.

Cooling off period:

After a Membership Application form for an Insured Person has been accepted, the Fund will issue the appropriate documentation to the Insured Person. During this time there is a period of 28 days in which you (the Insured Person) may cancel your cover and obtain a refund of the premium (other than any Government taxes or charges which the Insurer or the Fund may be unable to recover). This is known as the cooling off period. This period will not apply if there has been any claim or potential claim made against the Policy. After this period, cover will cease from the date that the written request is received by the Fund.

### Transferring Existing Income Protection

You may be able to transfer existing Income Protection cover from your current insurer to YourChoice Super, provided you meet eligibility conditions, and if you are insured under:

- Another employer sponsored policy, or
- An individual insurance policy with another Australian life insurer provided you were underwritten and accepted for cover within the previous 5 years.

Income protection cover transferred will be subject to following eligibility conditions. You:

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<sup>5</sup> You can also apply for additional cover equal to the amount your Employer contributes to your superannuation subject to a maximum of 10%. This amount is included in the \$25,000 per month maximum.

- Must be aged less than 65, and
- You must not be working in an Excluded Occupation, and
- Must confirm your insured benefit in the existing fund or insured policy will cease on cover commencing under YourChoice Super Group Income Protection, and
- Must transfer your entire account balance to the Fund, and
- Must not continue the cover under any other insurance arrangement, reinstate insurance cover or effect a continuation option with any fund, and
- Must provide a copy of your most recent Benefit Statement or Policy Renewal Statement dated within the previous 12 months as evidence of your current cover and insured benefit. This includes a copy of the advice from the insurer or fund advising of the acceptance of the insurance, and that the acceptance was on standard terms or subject to additional terms, and
- Existing cover must not have any premium loading, restriction, exclusion, or pre-existing condition in regard to medical or other conditions, and
- Maximum total cover held in the Fund following the transfer of insurance must not exceed a Monthly Benefit of \$15,000, and
- If the waiting period is under 30 days, a 30 day waiting period will be applied, and
- If the waiting period is greater than 30 days, a 90 day period will be applied, and
- Must satisfactorily complete a Transfer of Cover Application Form, including answering 'no' to the agreed health questions. The form must be received by the Fund within 31 days of being signed and dated.

As long as the above Eligibility requirements have been met, the transferred insurance cover will commence from the date the Fund notifies you of acceptance and the account balance is sufficient to pay the Premium.

Full terms and conditions for transfer of cover can be found in Income Protection Terms and Conditions and Definitions.

Premiums rates under the YourChoice Super Group Life Insurance policy in Table 4 will applied to the transferred cover.

## 5. How much does insurance cost?

The insurance premium you need to pay will depend on certain factors including your age, gender, sum insured, medical history, and occupation. Premiums are payable monthly in arrears on the last working Friday of the following month.

The premium rates shown in the Table 6 below assumes a white collar occupation. If you fall into a different occupation category, the premium cost to you will vary.

Table 5 below shows the applicable premium discount / increase (occupation factor) depending on the actual occupation category the work you do falls within. Table 4 below shows you examples of occupation types.

To ensure you are being charged the right amount for your insurance, it is important to make sure that we have details of your most recent occupation. In determining your occupation category, detailed in Table 1, the administrator and the Insurer rely on information provided by you or your employer (as the case may be).

You must notify us if your occupation details change, or if we have an incorrect occupation category recorded for you. If we don't have details of your occupation, your premiums will be calculated using the "Skilled" occupation category.

There are costs associated with insurance cover. These costs which are deducted from your account are calculated on the amount of cover you request, your membership type, your age, gender, occupation, income (in the case of income protection) and assessment by the Insurer.

**Table 4 – Occupation Types**

Member class	Type of occupation
<b>Professional</b>	Employees who hold a tertiary qualification and are registered by a government body or are members of a professional institute and earn more than \$100,000 pa. These occupations must be working in a sedentary capacity in an office environment, in an office or retail building, with less than 20% time spent outdoors.
<b>White Collar</b>	Employees mainly engaged in clerical and administrative office based duties working indoors and in a sedentary capacity.
<b>Light Manual</b>	Employees mainly engaged in light manual duties or who travel but do not deliver goods (e.g. retail and sales personnel, computer technicians, supervisors of manual work or professionals with some fieldwork).
<b>Skilled</b>	Skilled trades-persons and semi-skilled employees who hold a trade certificate and who perform a moderate amount of manual work (e.g. plumber, carpenter, nurse).
<b>Unskilled</b>	Unskilled employees mainly performing manual work or skilled employees performing heavy manual work (e.g. construction workers, factory workers,

	cleaners, laborers, delivery drivers, store men, production workers and machine operators).
<b>Excluded Occupations</b>	Any employees who are working in higher risk occupations. This list is by no means exhaustive. Examples include: <ul style="list-style-type: none"> <li>■ Air traffic controllers,</li> <li>■ Earth drilling, mineral exploration, miners or person working with explosives,</li> <li>■ Fireman, police, ambulance officer or paramedic,</li> <li>■ Fisherman,</li> <li>■ Forestry workers,</li> <li>■ Offshore oil rig workers,</li> <li>■ Pilots,</li> <li>■ Professional entertainers such as actors, dancers, musicians or stage performers,</li> <li>■ Professional or semi-professional sports people,</li> <li>■ Seasonal workers or employees in industries with a high level of seasonal or casual workforce,</li> <li>■ Security guards, doormen, bouncers or persons employed in crowd control,</li> <li>■ Sex workers,</li> <li>■ Sheltered workshop employees, underground or underwater workers, workers in the horse racing industry such as trainers, jockeys or strappers, and</li> <li>■ Workers whose work requires them to work at heights of 12 metres or higher such as riggers, scaffolders, roof workers or antenna erectors.</li> </ul>

**Table 5 – Occupation rating factor**

Member Class	Death Only Factor	Death & TPD Factor
Professional	85%	85%
White Collar	100%	100%
Light Manual	120%	140%
Skilled	150%	200%
Unskilled	175%	250%

**How do you work out work out your premium?**

<b>Table 6 Example of Default Personal Death and TPD (Fixed Cover) – White collar</b>		
1.	Write down your sum insured amount	\$318,000 Death & TPD Cover
2.	Divide this by \$1,000	318
3.	In Table 9, find the column which matches your cover type	Death & TPD
4.	In Table 9, find the column which matches your gender	Male
5.	In Table 9, move down the column until you are in line with your age next birthday	37
6.	Write down this figure	\$0.79
7.	Multiple #2 by #6	$318 \times 0.79 = \$251.22$
8.	Write down your occupational factor	White Collar = 100%
9.	Multiple #7 by #8	$= \$251.22$
10.	To work out your monthly premium, divide #9 by 12	$\$251.22 / 12 = \$20.93$

<b>Table 7 Example of Voluntary Personal additional Death insurance premium – White collar</b>		
<b>39 year old male, additional \$1m death cover</b>		
1.	Write down the level of cover agreed benefit amount you require.	\$1m death cover
2.	Find your age next birthday in Table 9 from page 13.	Age next birthday is 40
3.	Write down the annual premium rate per \$1,000 agreed benefit, depending on whether you wish to obtain additional death only insurance cover or additional death and TPD cover.	Annual premium rate per \$1,000 agreed benefit for death cover is 0.68

4.	Multiple the agreed benefit amount required by the annual premium rate and divide by 1,000. This is your annual premium.	$1,000,000 \times 0.68 / 1000 = \$680.00$
5.	To work out your monthly premium, divide your annual premium by 12.	$\$680.00 / 12 = \$56.67$

3.	Decide on a 2 year or to age 65 benefit period	To age 65
4.	Decide on a 30 or 90 day wait period	90
5.	Write down the annual premium rate per \$1,000 agreed benefit, by finding your age next birthday (39) in table 4, depending on your choice made in the above steps.	Annual premium rate per \$1,000 agreed benefit is \$5.46
6.	Review your Premium adjustment factor and apply against rate.	$\$ 5.46 \times 100\% = \$5.46$
7.	Divide the agreed benefit amount required by 1,000, then multiply by the annual premium rate. This is your annual premium.	$60,000 / 1000 \times \$5.46 = \$327.60.$
8.	To work out your monthly premium, divide your annual premium by 12.	$\$327.60 / 12 = \$27.30$

**Table 8**

**Example of Personal Income Protection premium – White collar**

38 year old male Default employee cover

1.	Write down your annual salary	\$80,000.
2.	Work out your cover amount. Decide whether you wish to include super guarantee cover. Yes – Multiply your salary by 0.75 + SG % to cover (up to 10%). No – Multiply your salary by 0.75 (used for this example)	$\$80,000 \times 0.75 = \$60,000$

## 6. YourChoice Super Premium Rate Tables

**Table 9 – Personal Division & Voluntary Death & TPD Cover**

– annual premium per \$1,000 insured - White collar

Age next birthday	Death only		Death & TPD		Age next birthday	Death only		Death & TPD	
	Male	Female	Male	Female		Male	Female	Male	Female
16	0.51	0.21	0.51	0.26	46	1.13	0.63	2.00	1.46
17	0.64	0.21	0.67	0.26	47	1.24	0.68	2.24	1.64
18	0.64	0.21	0.75	0.26	48	1.36	0.75	2.52	1.83
19	0.64	0.21	0.75	0.26	49	1.47	0.82	2.84	2.10
20	0.64	0.21	0.75	0.26	50	1.61	0.90	3.16	2.40
21	0.64	0.21	0.75	0.26	51	1.74	0.99	3.50	2.71
22	0.61	0.19	0.74	0.25	52	1.88	1.11	3.91	3.09
23	0.57	0.17	0.68	0.22	53	2.06	1.22	4.38	3.46
24	0.54	0.17	0.65	0.22	54	2.22	1.36	4.89	3.86
25	0.53	0.15	0.65	0.21	55	2.40	1.47	5.37	4.28
26	0.49	0.15	0.61	0.21	56	2.61	1.61	5.94	4.68
27	0.47	0.15	0.60	0.22	57	2.85	1.77	6.60	5.12
28	0.47	0.15	0.60	0.22	58	3.13	1.93	7.35	5.57
29	0.47	0.15	0.61	0.25	59	3.45	2.09	8.23	6.09
30	0.47	0.17	0.61	0.26	60	3.78	2.27	9.20	6.60
31	0.44	0.17	0.61	0.28	61	4.11	2.43	10.17	7.12
32	0.44	0.19	0.61	0.31	62	4.43	2.64	11.20	7.83
33	0.47	0.21	0.65	0.35	63	4.80	2.96	12.32	8.65
34	0.49	0.22	0.68	0.39	64	5.16	3.29	13.50	9.63
35	0.50	0.24	0.74	0.42	65	5.53	3.68	14.82	10.73
36	0.53	0.28	0.76	0.50	66	5.94	4.09	13.50	9.84
37	0.54	0.32	0.79	0.57	67	6.46	4.57	14.78	10.88
38	0.57	0.33	0.86	0.61	68	7.03	5.16	16.18	12.07
39	0.63	0.39	0.95	0.74	69	7.59	5.67	17.68	13.30
40	0.68	0.42	1.04	0.81	70	8.20	6.26		
41	0.71	0.47	1.13	0.92	71	9.02	7.05		
42	0.81	0.50	1.25	1.03	72	9.92	7.92		
43	0.88	0.54	1.42	1.13	73	10.91	8.92		
44	0.95	0.57	1.58	1.24	74	12.01	10.02		
45	1.04	0.60	1.78	1.33	75	13.21	11.29		

### Notes relating to Table 9: Personal Division & Voluntary Cover

1. Rates shown include stamp duty.
2. Rates shown include a 10% administration fee (excluding GST) payable to OneVue Super Services which covers the cost of administering the insurance arrangements.
3. Premiums are payable monthly in arrears.
4. Age rates and Occupation Loading Factors apply

**Table 10 – Personal Income Protection Cover**

**- annual premium rates per \$1,000 sum insured – White collar**

Age next birthday	2 years Benefit Period				To Age 65 Benefit Period			
	30 day waiting period		90 day waiting period		30 day waiting period		90 day waiting period	
	Male	Female	Male	Female	Male	Female	Male	Female
16	2.65	3.98	0.97	1.45	5.24	7.87	2.27	3.41
17	2.65	3.98	0.97	1.45	5.24	7.87	2.27	3.41
18	2.65	3.98	0.97	1.45	5.24	7.87	2.27	3.41
19	2.65	3.98	0.97	1.45	5.24	7.87	2.27	3.41
20	2.65	3.98	0.97	1.45	5.24	7.87	2.27	3.41
21	2.65	3.98	0.97	1.45	5.42	8.13	2.34	3.50
22	2.70	4.03	0.97	1.45	5.60	8.41	2.42	3.63
23	2.72	4.10	0.97	1.45	5.81	8.72	2.50	3.75
24	2.75	4.13	0.97	1.45	6.03	9.05	2.59	3.88
25	2.81	4.21	0.97	1.45	6.24	9.35	2.67	4.02
26	2.85	4.27	0.97	1.45	6.42	9.63	2.67	4.02
27	2.88	4.32	0.97	1.45	6.64	9.97	2.71	4.06
28	2.96	4.43	0.97	1.45	6.92	10.37	2.77	4.14
29	3.03	4.55	0.97	1.45	7.27	10.91	2.85	4.27
30	3.13	4.70	0.99	1.47	7.67	11.50	2.95	4.42
31	3.27	4.89	1.03	1.54	8.13	12.19	3.07	4.60
32	3.39	5.09	1.04	1.57	8.63	12.95	3.24	4.85
33	3.56	5.35	1.08	1.63	9.22	13.83	3.42	5.14
34	3.75	5.63	1.14	1.71	9.83	14.75	3.67	5.49
35	3.95	5.92	1.21	1.82	10.52	15.79	3.92	5.88
36	4.17	6.26	1.29	1.93	11.27	16.92	4.24	6.37
37	4.43	6.66	1.36	2.04	12.11	18.17	4.59	6.88
38	4.70	7.05	1.47	2.22	12.98	19.47	4.99	7.49
39	5.00	7.51	1.61	2.42	13.96	20.93	5.46	8.20
40	5.32	7.99	1.77	2.64	15.00	22.49	6.02	9.02
41	5.64	8.48	1.92	2.88	16.08	24.12	6.62	9.91
42	6.03	9.05	2.10	3.16	17.26	25.88	7.31	10.97
43	6.45	9.67	2.31	3.46	18.53	27.80	8.10	12.16
44	6.88	10.33	2.57	3.86	19.88	29.82	9.01	13.52
45	7.35	11.04	2.85	4.27	21.31	31.97	10.02	15.03
46	7.88	11.83	3.18	4.78	22.85	34.26	11.16	16.74
47	8.44	12.65	3.56	5.35	24.48	36.72	12.44	18.65
48	9.06	13.59	3.98	5.98	26.20	39.31	13.87	20.79
49	9.73	14.60	4.45	6.69	28.04	42.06	15.43	23.16
50	10.44	15.67	5.00	7.51	29.97	44.95	17.17	25.76
51	11.25	16.86	5.62	8.41	32.00	48.00	19.06	28.59
52	12.13	18.20	6.30	9.44	34.12	51.18	21.13	31.69
53	13.09	19.65	7.09	10.63	36.33	54.50	23.34	35.01
54	14.14	21.21	7.96	11.94	38.64	57.96	25.69	38.53
55	14.32	22.98	8.92	13.39	40.99	61.48	28.15	42.21
56	16.61	24.91	10.02	15.04	43.31	64.95	30.61	45.93
57	18.04	27.06	11.22	16.83	41.81	62.72	29.01	43.52
58	19.63	29.43	12.59	18.88	40.14	60.20	27.31	40.96
59	21.41	32.11	14.08	21.13	36.32	54.49	25.55	38.34
60	23.35	35.03	15.75	23.63	33.07	49.60	24.09	36.14
61	25.53	38.29	17.57	26.35	29.61	44.41	23.03	34.56
62	27.98	41.96	19.60	29.40	29.13	43.70	22.25	33.37
63	26.79	40.17	21.75	32.64	26.79	40.17	21.75	32.64
64	22.80	34.19	17.12	25.69	22.80	34.19	17.12	25.69
65	7.69	11.52	4.56	6.85	7.69	11.52	4.56	6.85

### Notes relating to Table 10:

1. Rates shown do not include stamp duty.
2. Rates shown include a 10% administration fee (excluding GST) payable to OneVue Superannuation Services which covers the cost of administering the insurance arrangements.
3. Premiums are payable monthly in arrears,
4. Age rates and Occupation Loading Factors apply.
5. If you receive a TPD payment from YourChoice Super, Income Protection benefits can continue for the agreed benefit period,
6. Benefits are indexed annually with CPI to a maximum of 5%.

**Table 11 - Premium Adjustment factors**

Occupation category	Factor
Professional	90%
White collar	100%
Light blue collar	140%
Blue collar	220%
Heavy blue collar	300%

**Table 12 - Stamp Duty applicable to Income Protection Premiums**

State of Residence	Stamp Duty*
TAS/ NT / VIC / WA	10%
NSW	5%
QLD	9%
SA	11%
ACT	Nil

\*Rates current at 1/7/19

## 7. Making a claim

Please contact YourChoice Super on 1300 862 862 if you wish to make a claim. Initial notice of a potential claim should be provided to us as soon as possible after the incident that has caused the claim.

The notice of a claim or potential claim is in the form of an advice, provision of the Insurers claim forms, and any other documents required, including a Doctor's certification if it is required.

Where a claim arises from Total and Permanent Disablement or Terminal Illness, you may at the Insurers discretion, need to attend any medical examinations

which the Insurer arranges and/or provide any other information required.

The Trustee will determine whether you are entitled to be paid based on the terms of the policy, the Fund's rules and the law.

What evidence does the Insurer pay for?

If the Insurer requires evidence to assess whether the claim can be pay, the Insurer will pay costs of obtaining that evidence except for:

- Proof of the date of birth of the Insured,
- An initial medical report which must be supplied in support of the claim for TPD or in the case of Terminal Illness, an initial specialist report,
- An original or certified copy of a death certificate, and
- Travel accommodation expenses incurred in obtaining medical evidence.

When an Insured Person is Overseas, or resides in Australia and subsequently travels Overseas, the Insurer will not be liable to pay benefits for more than a total of six months while the member remains Overseas.

However, if the entitlement to the benefit is continuing, the Insurer must continue to pay the Monthly Benefit again with effect from the date the member returns to Australia.

When the Insured Person is Overseas (residing or travelling), the Insurer reserves the right to ask the Insured Person to return to Australia at their own expense in the event they lodge either a TPD, Terminal Illness or Income Protection claim.

The Insurer may arrange for the Insured Person making the claim to be medically examined in connection with the claim.

Further details on the Insurers requirements can be found in the Group Life Death and TPD Terms and Conditions and Definitions.

### What does Total and Permanent Disablement mean?

Total and Permanent Disablement means that you, the Insured Person is unlikely or unable to work again. The Insurer definitions of TPD are as follows:

#### Part 1 – Unlikely to Return to Work

You, the Insured Person is unable to do any work as a result of Injury or Illness for three consecutive months and is in the opinion of the Insurer at the end of that three months continues to be so disabled as a result of your ill-health (whether physical or mental) that you are unlikely to resume your previous occupation at any time in the future and will be unlikely at any time in the future to engage in Gainful Employment for which you are reasonable suited by education, training or experience.

## Part 2 – Permanent Impairment

You, the Insured Person is engaged in Gainful Employment when suffering an Illness or Injury, and as a result of that Injury or Illness, you:

- Suffer a Permanent Impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4<sup>th</sup> Edition, or any other recognised standard the Insurer agrees, and
- Are disabled to such an extent, as a result of this impairment, that you are unlikely to ever again be able to engage in any occupation, business, profession or employment for which you are reasonably suited by education, training or experience.

## Part 3 – Loss of Use Of

You, the Insured Person, suffers the total and, permanent Loss of Use of:

- 2 limbs, or
- The sight of both eyes, or
- 1 limb and the sight of 1 eye.

## Part 4 – Cognitive loss

You, the Insured Person as a result of Illness or Injury is first diagnosed with Cognitive Loss, and is under the continuous care and supervision by another adult for at least 3 consecutive months and, at the end of that 3-month period, are likely to require permanent ongoing continuous care and supervision by another adult.

## Part 5 – Activities of Daily Living

You, the Insured Person suffers an Illness or Injury, that in the Insurer's opinion:

- Totally prevents you from performing two of the Activities of Daily Living without assistance from another adult for at least three consecutive months, and
- Since you became ill or injured, you have been under the regular care and attention of a Doctor for that Illness or Injury, and
- In the Insurers opinion, the Illness or Injury means that you are unlikely to ever again be able to perform at least two of the Activities of Daily Living without assistance from another adult.

## Agreed benefit

The Agreed Benefit that the Insurer must pay is the amount for which cover is in force:

- On the Date of Death, if the claim is for death,
- On the Date of Disablement, if the claim is for Total and Permanent Disablement, and
- On the date that the Insurer is satisfied the Terminal

Illness is diagnosed, if the claim is for a Terminal Illness.

## Terminal illness benefit

Where the Insurer is satisfied that you have been diagnosed with a Terminal Illness, they will pay a Terminal Illness benefit, subject to:

- You will be eligible for a Terminal Illness benefit where the date of diagnosis of the Terminal Illness is on or after the date your cover commenced. No Terminal Illness benefit will be considered where the date of diagnosis is prior to this date,
- A Terminal Illness benefit will be the lesser of your Agreed Benefit or \$3,000,000. If you subsequently die, provided you remain insured under the Policy and the Insurer continues to receive the premium for your cover, the Insurer will pay the residual death benefit balance calculated as the Agreed Benefit as at the date of your death, less any Terminal Illness benefit that has already been paid,
- If a Terminal Illness benefit is paid, all cover will cease from that date. However, subject to (b) above any residual death benefit balance will be payable on your death,
- If insurance cover has been terminated, you will only be eligible for a Terminal Illness benefit where the date of Certification is prior to the date the insurance cover was terminated, and you are not eligible for a Terminal Illness, TPD or Death claim under a new replacement policy,
- You must supply at your own expense, supporting medical evidence from your treating specialist Doctor practicing in the field to which the Terminal Illness relates. The Insurer will require this information in a form of their choosing and reserves the right to ask for any additional information necessary to process the claim. Where the Insurer asks for additional information, they will incur the cost of obtaining this information.

Where a Terminal Illness benefit is paid it will be considered as an advance payment of your Death benefit.

From the date a Terminal Illness claim has been lodged, you will no longer be eligible for any Total and Permanent Disablement cover, any increase in cover or any reinstatement of cover that would otherwise occur under the Policy.

## Income Protection benefits

### Total Disability

The Insurer will pay you a Monthly Benefit if you have suffered Total Disability during the Benefit Period. No Total Disability benefit is accrued or payable until the expiry of the Waiting Period.



## Partial Disability

The Insurer will pay a Partial Disability during the Benefit Period (after expiry of the Waiting Period) if immediately before suffering Partial Disability because of Injury or Illness you have suffered Total Disability continuously for a period of at least 7 days out of 12 consecutive days, and

- Have ceased to suffer Total Disability, and
- Have resumed partial employment or, in the Insurers opinion, is deemed capable of returning to partial employment duties, and
- As a result of the Injury or Illness that caused your Total Disability has received, or would in the Insurers opinion receive, a Post-Disability Income that is less than their Monthly Income, and
- Are under the continuous and regular care of a Doctor undergoing the appropriate treatment.

Refer to Group Income Protection Terms and Conditions and Definitions for further information.

## Voluntary Death

No Agreed Benefit will be paid by the Insurer where death or Terminal Illness of an Insured Person is directly or indirectly caused by suicide or attempted suicide, where the act of suicide or attempted suicide occurs within 13 months from the date of any reinstatement of such cover or additional cover.

## Reinstatement of Insured Cover

Special Offer – Reinstatement due to Inactive

At 1 July 2019, where Insured cover has ceased as a result of Inactivity, an Eligible Person can apply to reinstate the same type and level of Insured Cover, provided that:

- a) They remit a contribution sufficient to reinstate cover from the date they became Inactive, and
- b) They were At Work on the date the contribution is received, and
- c) They are not applying for, entitled to, or has not been paid a total and permanent disablement benefit from any superannuation fund or life insurance policy, and
- d) They are not applying for, entitled to, or has not been paid a terminal illness benefit from any superannuation fund or life insurance policy.

Prior to 1 October 2019, where the above requirements are met cover will recommence from the date it ceased due to being Inactive, provided that:

- (i) Any restrictions, conditions, exclusions or premium loadings that were imposed on the Insured Person's cover immediately before the

date cover ceased due to being Inactive, will continue to apply to the cover from the date the cover recommences, and

- (ii) Any New Events terms which applied prior to reinstatement will continue to apply for the intended period of New Events during which cover has been provided.

Where requirements above are not met or an Eligible Person applies to reinstate cover after 1 October 2019 all reinstatement of cover will be subject to Reinstatement of Insured Cover requirements., Insured Cover for an Eligible Person that has ceased is only reinstated subject to Underwriting.

## Putting Members' Interests First – cessation of cover and reinstatement

Due to Putting Members' Interests First (PMIF) legislation effective from 1 April 2020, for a PMIF Stocktake Member or PMIF Transition Member who had not, prior to 1 April 2020:

- Made an election to the Fund to continue their Insured Cover, or
- Since 1 November 2019, ever had an account balance that has reached \$6,000.

Insured Cover ceased at midnight on 31 March 2020.

Special Offer:

From 1 April 2020 until 31 May 2020, Insured Cover for a PMIF Stocktake Member or PMIF Transition Member that had ceased in accordance with the above could be reinstated on request.

Provided that:

- They continued to be an Eligible Person, and
- The reinstatement request was received by the Fund by midnight on 31 May 2020, and
- They were At Work on the date that their reinstatement request was received, and
- They were not applying for, intending to apply for, or were paid a total and permanent disablement or terminal illness benefit from any Australian superannuation fund or life insurance policy.

Where the above requirements were met:

- Insured Cover would be reinstated at 1 April 2020, to avoid a gap in cover and as though it had never ceased, and
- Premium for the intervening period must be paid in the subsequent monthly review, and
- Any restrictions, conditions, exclusions or premium loadings that applied to the Insured Cover immediately before it ceased continued to apply to the reinstated cover, and
- Any New Events cover terms that applied to Insured

Cover immediately before it ceased continued to apply to the reinstated cover for the remaining intended period.

Unless a member was subject to New Events cover terms above, if the Insured Person is not At Work on the date the reinstatement request was received by the Fund, cover would be reinstated as New Events until the member has been At Work for 30 consecutive days.

Otherwise, all reinstatement of cover would be subject to the conditions under Reinstatement of insured cover.

### **Claims after an Insured Person's Insured Cover has ceased**

A benefit for death, Terminal Illness or TPD or Income Protection will not be paid, where the date of death is after the date that Insured Cover ceased.

Where the Insured Person is eligible for a Death, Total and Permanent disablement or Terminal Illness claim under a new replacement policy then the Insurer will not pay a benefit for them.

If the Income Protection Waiting Period for a member began before cover ceased, the Insurer will be liable to pay a benefit for them as a result of an Injury or Illness, until the member is At Work.

### **Payment of Claim Monies**

All claim payments are paid into the members Account in the Fund in Australian currency.

### **Payment of Income Protection Claims**

On approval of the claim, and the conclusion of the Waiting Period, the Fund will pay all Total Disability and Partial Disability benefits monthly in arrears.

The Fund will only pay a Monthly Benefit for an Insured Person where the Premium has been calculated and paid. If a benefit is payable for less than the whole month, the Fund will pay 1/30<sup>th</sup> of the benefit for each day the benefit is payable.

Payment of a benefit by the Insurer to the Fund, as the Fund directs in writing is a complete discharge of the Insurer's obligation to pay a benefit under The Policy.

If the Insurer is required by law to deduct any amount from a benefit, they may deduct the amount which they consider they are obliged to deduct and pay it to the relevant collection authority. The liability to pay the relevant benefit under The Policy will be discharged to the extent of our payment of the deduction amount.

If an Insured Person has more than one Injury or Illness causing their Total Disability or Partial Disability, whether they are related or not, only one Total Disability benefit or Partial Disability benefit will be payable.

### **Cessation of Income Protection Claim payments**

The Insurer will cease payments in respect of an Insured Person at the earliest of the following events. The member:

- no longer meet the definition of Total Disability or Partial Disability, or
- they die, or
- the Benefit Period expires, or
- they attain the Cover Ceasing Age, or
- they are no longer under the regular care of and following the advice of a Doctor, and
- they reside Overseas for a period longer than agreed by us under clause 5.3 (Cover whilst working overseas), or
- the Policy Owner or the Insured Person fails to provide us with any requested information that is required to assess the Insured Person's claim, or
- a fraudulent claim is made by the Insured Person.

## 8. Group Life Death and TPD Insurance Terms and Conditions and Definitions

YourChoice Super offers Group Life Death and TPD insurance via a Group Insurance Policy with Hannover Life Re of Australasia Ltd (the Insurer). The information contained in this section is a summary of the terms and conditions.

**The insurer has the right under the policy to: accept cover for the member, accept cover for the member subject to premium loadings, exclusions or restrictions they may consider appropriate, or refuse to provide cover to a member.**

### Obtaining Cover

#### At Work

means an eligible person or insured person is:

- Actively performing all of the duties and hours of their usual occupation for their employer, or
- If on employer approved leave (except leave caused by illness or injury) they would be able to attend work and perform their normal duties without restriction due to illness or injury.

#### Commencement of Cover - Personal Cover

An Eligible Person will receive Default Cover provided:

- A fully completed and signed Member Application Form is received by the Fund, and
- A contribution in respect of this member is received by the Fund, and
- The member is aged 25 years or over and has an account balance within the Fund of \$6,000, and
- The member is not applying for, entitled to, or has not been paid a Total and Permanent Disablement benefit from any superannuation fund or life insurance policy. If this provision is not satisfied, then the member is only eligible for death cover,
- The member is not applying for, entitled to, or has been paid a terminal illness benefit from any superannuation fund or life insurance policy. If this provision is not satisfied then the member is not eligible for any cover, and

Where the above requirements have been met, Default Cover commences, provided there is a sufficient account balance to pay the first monthly Premium, the date that the Eligible Person has attained both age 25 and an account balance of \$6,000, and they are not Inactive. New Events cover will apply for 36 months from the date that cover commenced. If the Insured Person is not At Work on the day cover is due to commence at the end of the 36 month period, New Events Cover will continue to apply until the Insured Person is at Work for 30 consecutive days.

Unless Agreed Cover has commenced as described above, or under another condition of The Policy, all Agreed Cover will be subject to Underwriting as described in the Policy.

#### Commencement of Cover - Employee Cover

An Eligible Person will receive Default Cover provided:

- A member is an employee of a Participating Employer and joins YourChoice Super within 120 days of becoming First Eligible and a fully completed and signed Member Application Form or Minimum Member Details are received by the Fund within that time,
- An initial On-Time Employer Contribution has been received by us in respect of the member, within 120 days of becoming First Eligible,
- They are aged 25 years or over and have an account balance within the Fund of \$6,000, and
- The Eligible Person is not applying for, entitled to, or has not been paid a Total and Permanent Disablement benefit from any superannuation fund or life insurance policy. If this provision is not satisfied, then the Eligible Person is only eligible for Death Cover, and
- The Eligible Person is not applying for, entitled to, or has not been paid a terminal illness benefit from any superannuation fund or life insurance policy. If this provision is not satisfied, then the Eligible Person is not eligible for any cover.

Where all of the above requirements have been met, Default Cover commences, provided that the Eligible Person has not opted out, on the date that the next Employer Contribution is received immediately after an Eligible Person has attained both age 25 and an account balance of \$6,000.

Agreed Cover will be provided on a New Events basis. Once the Insured Person has been At Work for 30 consecutive days, Agreed Cover will no longer be limited to a New Events basis. Unless Agreed

	Cover has commenced as described above, or under another condition of The Policy, all Agreed Cover will be subject to Underwriting as described in the Policy.
<b>Commencement of Payments and Ongoing Payments</b>	<p>After the conclusion of the Waiting Period, benefits will be paid in Australian dollars, one month in arrears for each month in which the benefit is payable. Income tax will be deducted. If a benefit is payable for less than the whole month, 1/30th of the benefit will be paid for each day the benefit is payable.</p> <p>If the insured member has more than one injury or illness causing their Total Disability or Partial Disability, whether they are related or not, only one Total Disability benefit or Partial Disability benefit will be payable.</p>
<b>Cooling off period</b>	After an application has been accepted from a member, the Fund will issue confirmation of acceptance of insurance cover to the member. During this time, there is a period of 28 days in which the member may cancel their cover and obtain a refund of the premium (other than any Government taxes or charges which the Insurer is unable to recover). This is known as the cooling off period. This period will not apply if there has been any claim or potential claim made against the policy. After this period, cover will cease from the date that the written request is received by YourChoice Super.
<b>Eligible Contribution</b>	means contributions that include Superannuation Guarantee, additional Employer contributions, personal contributions (including voluntary contributions and contributions made by a spouse), rollovers directly from another superannuation account held on behalf of the Eligible Person and automatic transfers from other superannuation funds. An amount allocated by the Australian Tax Office, co-contributions and the low income super tax offset are not considered an Eligible Contribution.
<b>First Eligible</b>	<p>Employee Division</p> <p>means a person is first eligible to join the Fund on the later of:</p> <ul style="list-style-type: none"> <li>■ When they first commence employment with a Participating Employer in respect of which a Fund membership number is allocated to them, or</li> <li>■ When their employer becomes a Participating Employer in respect of which a Fund membership number is allocated to them.</li> </ul> <p>Should an employee first become eligible to receive a Superannuation Guarantee Contribution at a date later than the above, then this date will become the date on which that member was first eligible to join the Plan.</p> <p>Personal Division</p> <p>means a person is first eligible to join the Fund on the date their fully completed and signed Membership Application Form is received and accepted by the Fund.</p>
<b>New Events Cover</b>	<p>means:</p> <ul style="list-style-type: none"> <li>■ Insured Cover that is provided for an Illness first diagnosed, or an Injury that first occurs, on or after the date Insured Cover commences or recommences for an Insured Person,</li> <li>■ A member eligible for Personal Default Cover will receive New Events Cover for the first 36 months during which pre-existing illnesses and injuries at the date cover commences are excluded, and</li> <li>■ A member eligible for Employee Default Cover will receive New Events Cover for 24 months during which pre-existing illnesses and injuries at the date cover commences are excluded if the member is not At Work on the date the cover commences. After 24 months these limitations are removed if they are At Work, otherwise New Events Cover will continue to apply.</li> </ul> <p>It is important to note that if you have no pre-existing illnesses or injuries there will be no limitation on cover provided. New Events Cover does not apply if your insurance is underwritten and accepted by the Insurer.</p>
<b>Transfer of Other Existing Cover</b>	A member is eligible to transfer their existing cover to the Fund if they are insured under: <ul style="list-style-type: none"> <li>(a) Another employer sponsored policy, or</li> </ul>

- (b) An individual insurance policy with another Australian life insurer, provided they were underwritten and accepted for cover within the previous 5 years.

The transfer of existing cover to the Fund is subject to the Eligible Person or Insured Person meeting the following criteria:

- The member must be aged less than 65, and
- The member must not be working in an Excluded Occupation, and
- The member must confirm that their insured benefit in the existing fund or insured policy will cease on cover commencing under The Policy. No claim will be considered under The Policy where they retain any form of their previous cover elsewhere, and
- The member must transfer their entire account balance to the Plan, and
- The member must not continue the cover under any other insurance arrangement, reinstate cover or effect a continuation option with any fund, and
- The member must provide a copy of their Benefit Statement or Policy Renewal Statement or other written confirmation from their provider dated within the previous 31 days as evidence of their current cover and insured benefit previously held. This includes a copy of the advice they received from the insurer or fund advising them of acceptance of their insurance and if on standard terms or subject to additional terms, and
- The member's existing cover not being subject to any premium loading, exclusion or pre-existing condition exclusion or restriction in regard to medical or other conditions, and
- The Eligible Person's or Insured Person's total cover held in the Fund following the transfer must not exceed \$1,000,000. For avoidance of doubt the combined total cover of transferred cover plus existing cover must not exceed a maximum of \$1,000,000, and
- The member must satisfactorily complete a Transfer of Cover Application Form, including answering 'no' to the agreed health questions, and be received by the Fund within 31 days of being signed and dated.

Where all of the above requirements have been met, cover will commence from the date we accept the Eligible Person's or Insured Person's Transfer of Cover Application Form if their account balance is sufficient to pay Premium.

- For the Employee Division, the transferring cover will be converted into the number of units required to match the existing type and level of cover held, rounded up to the next highest number of units.
- For the Personal Division, transferring cover will be converted to fixed cover for the same type and level of cover.

If the Fund has not received an account balance transfer within 31 days after we have accepted the Eligible Person's or Insured Person's Transfer of Cover Application Form, or the account balance is insufficient to pay Premium, then cover will not have commenced and the Eligible Person or Insured Person will be required to complete a new Transfer of Cover Application Form. Cover will only then commence from the date the Insurer accepts the new Transfer of Cover Application Form if their account balance is sufficient to pay Premium.

Where any of the above requirements have not been met, no transfer of cover can occur and the cover will be subject to a Personal Statement & Declaration of Health being completed in the first instance and will commence on the date that the Insurer advises in writing.

#### **Transfer of cover from the personal division to the employee division**

An Insured Person may transfer their cover held in the Personal Division when they become eligible to join the Employee Division. Unless otherwise agreed,

- The same type and level of cover will transfer to the Employee Division and their cover will be rounded up to the next highest number of whole units based on the Employee Division Premium Rate Table without the need for underwriting. Subject to the terms of the Policy, cover will commence in the Employee Division on the day immediately after cover ceases in the Personal Division.

	<ul style="list-style-type: none"> <li>Any individual restrictions, conditions, exclusions or Premium loadings that applied to the Insured Person's cover under the Personal Division will continue to apply to their cover under the Employee Division, unless we agree otherwise in writing. If the Insured Person's cover in the Personal Division was for New Events it will commence in the Employee Division, otherwise cover for New Events will continue to apply until they are At Work.</li> </ul>
<b>Underwriting</b>	<p>If underwriting is required, the Fund must provide the Insurer with all information about the Eligible Person or Insured Person that Insurer regards as necessary for underwriting purposes. This information must be given in the form the Insurer chooses. After considering all information requested and received for the amount of Insured Cover that was subject to underwriting, the Insurer may in their absolute discretion either:</p> <ul style="list-style-type: none"> <li>Accept the Insured Cover, or</li> <li>Offer to accept the Insured Cover subject to whatever special terms, conditions, restrictions, exclusions, or premium loading as considered appropriate, or</li> <li>Refuse to provide the Insured Cover.</li> </ul> <p>Any Insured Cover applied for by an Eligible Person or Insured Person will commence from the date the Fund notifies the member in writing.</p>
<b>Terms and Conditions and Definitions</b>	
<b>Accident Cover</b>	<p>Inevitably, there is a period of time between an application for cover being received by the Insurer and the completion of the assessment process. During this time the Insurer will provide interim cover known as Accident Cover.</p> <ul style="list-style-type: none"> <li>If an Eligible Person or Insured Person with interim Accident Cover dies, as a result of an Injury, or suffers TPD as a result of an Injury, the Insurer will pay the Agreed Cover as if the member was an Insured Person. If the application requested is available to the member under the Policy, interim Accident Cover will be payable for Death and TPD cover,</li> <li>The amount of cover for Accident Cover will be the lesser of the amount of cover applied for or \$1,500,000,</li> <li>Accident Cover ceases when the member's application is accepted, underwriting decision notified, refused, withdrawn, cancelled, the Fund is advised the application is not to be proceeded with, or 90 days after it began, or when an event occurs, whichever occurs first, and</li> <li>Accident Cover does not apply to any life event increases.</li> </ul>
<b>Activities of Daily Living</b>	<p>means:</p> <ul style="list-style-type: none"> <li>Bathing, the ability to wash or shower without assistance,</li> <li>Dressing, the ability to put on and take off clothing without assistance,</li> <li>Feeding, the ability to get food from a plate into the mouth without assistance,</li> <li>Mobility, the ability to get in and out of bed and a chair without assistance, and</li> <li>Toileting, the ability to use the toilet including getting on and off without assistance.</li> </ul>
<b>Agreed Benefit on Death, Total and Permanent Disablement or Terminal Illness</b>	<p>The Agreed Benefit that the Insurer must pay is the amount for which cover is in force:</p> <ul style="list-style-type: none"> <li>On the date of death, if the claim is for death,</li> <li>On the Date of Disablement, if the claim is for Total and Permanent Disablement, and</li> <li>On the date of Certification, if the claim is for a Terminal Illness.</li> </ul>
<b>Australian Resident</b>	<p>means an Australian citizen or a person who is the holder of an Australian permanent visa within the meaning of the Migration Act 1958, subsection 30(1), or resides in Australia on a Temporary Work (Skilled) visa. It also includes a New Zealand citizen who is residing and working in Australia.</p>
<b>Cessation of cover for an Insured Person</b>	<p>Insured Cover for an Insured Person ceases on the earlier of when:</p> <ul style="list-style-type: none"> <li>The member reaches their Cover Ceasing Age, or</li> <li>The member ceases to be an Eligible Person or Insured Person in the Fund, or</li> </ul>

	<ul style="list-style-type: none"> <li>■ The member ceases to be an Australian Resident, or</li> <li>■ The member commences active service with the armed forces of any country, except as a member of the Australian Defence Force Reserves, or</li> <li>■ The member ceases to be a member of YourChoice Super, or</li> <li>■ Subject to Terminal Illness Benefit provisions, on the date a claim is admitted for a benefit for the member, or</li> <li>■ The end of the period for which premiums have been paid immediately after the date their account became Inactive, except where they are an Exempt Member, or</li> <li>■ The member is on Employer approved leave for longer than the period of time that we have agreed to provide Insured Cover under the conditions included under Employer approved leave, or</li> <li>■ The member ceases to reside in Australia or fail to meet the conditions included in “cover whilst working overseas”, or</li> <li>■ On the date the member exercises their right to direct future contributions to another fund and transfers their entire account balance to this fund as a result of choice of fund legislation, or</li> <li>■ The Fund gives notice that Insured Cover will cease for an Insured Person, or</li> <li>■ All Insured Cover for every Insured Person under The Policy ceases, or</li> <li>■ The member’s account balance is insufficient to pay Premium. Where this applies cover will cease on the last day of the month for which Premium was payable, or</li> <li>■ The member’s cover ceases under policy number VGL4408, or</li> <li>■ The member dies, or</li> <li>■ The member retires permanently from the workforce, or</li> <li>■ The member is the subject of a fraudulent claim under the Policy.</li> </ul> <p>A refund of Premium will be provided in in the opinion of the Insurer, the Premium for a person was paid to the Insurer in error by the Fund that related to a period after an Insured Person’s cover had ceased.</p>
<b>Cognitive Loss</b>	means a total and permanent deterioration or loss of intellectual capacity.
<b>Cover - 24 hour</b>	Insured Cover is in force from the day it commences and ceases at midnight on the day it ceases. Insured Cover operates 24 hours a day regardless of the members’ geographical location, subject to cover during Employer approved leave.
<b>Cover Ceasing Age</b>	means the maximum age that cover is provided under the Insurance Policy.
<b>Cover during Employer approved leave</b>	<p>Cover will continue for an insured member on Employer approved leave provided:</p> <ul style="list-style-type: none"> <li>■ They continue to be employed by their Employer and premiums are received in respect of them,</li> <li>■ The period of leave is no longer than two (2) years, and</li> <li>■ If cover for the member does not continue while the member is on leave, the Fund must be notified in writing before the period of Employer approved leave commences. Cover will only be reinstated upon their return to work with their Employer and subject to underwriting and acceptance by the Insurer.</li> </ul>
<b>Cover whilst working overseas</b>	<p>Cover may continue for an insured member residing for work purposes overseas provided that:</p> <ul style="list-style-type: none"> <li>■ They remain a member of YourChoice Super throughout the period of overseas residence, and the Fund continues to receive a premium for the member,</li> <li>■ The period of overseas residence is no longer than three (3) years duration,</li> <li>■ At the time of the member’s departure, the country of residence is not considered a Hazardous Destination as listed on the Department of Foreign Affairs and Trade website (<a href="http://www.dfat.gov.au">www.dfat.gov.au</a>) as subject to a ‘do not travel’ warning, and</li> <li>■ The member provides any other information the Insurer considers necessary to make a decision</li> </ul>

	<p>on whether cover will continue.</p> <p>If Insured Cover does not continue for an Insured Person during a period they are working Overseas, then The Fund must be notified in writing before the period commences and can only be reinstated subject to underwriting.</p>
<b>Date of Disablement</b>	<p>means the earlier of:</p> <ul style="list-style-type: none"> <li>■ The date the Insured Person is diagnosed with an Immediate Assessment Condition, or</li> <li>■ The date on which the three (3) consecutive months' absence from work that results in Total and Permanent Disablement began, except, if the Insured Person undertakes a formalised graded return to work which fails within 12 months, the Date of Disablement will be the date on which the person first ceased work, or</li> <li>■ The date on which the Permanent Impairment that results in Total and Permanent Disablement began, or</li> <li>■ The date on which the three (3) consecutive months' inability to perform at least 2 of the Activities of Daily Living that results in Total and Permanent Disablement began, or</li> <li>■ The date the Insured Person suffers the loss of Use of the sight in both eyes, or the Loss of use of both limbs, or the Loss of Use of both the sight in one (1) eye and one (1) limb, or</li> <li>■ The date the Insured Person suffers the loss of use of the sight of another eye or the Loss of use of another limb, having already suffered the loss of use of the sight of an eye or the Loss of use of a limb, or</li> <li>■ The date on which the Cognitive Loss that results in Total and Permanent Disablement was first diagnosed.</li> </ul>
<b>Doctor</b>	<p>means a registered medical practitioner who is legally qualified and properly registered to practice in Australia or New Zealand or as otherwise agreed by us. That person may not be the Eligible Person or Insured Person, their business partner, a member of their immediate family or their employer</p>
<b>Election</b>	<p>Means the notification, in the form agreed between the Fund and the Insurer, provided to the Fund by a member to continue their Insured Cover if their account in the Plan becomes Inactive.</p>
<b>Excluded Occupation</b>	<p>Any of the following occupations are considered to be an Excluded Occupation:</p> <ul style="list-style-type: none"> <li>■ Air traffic controller,</li> <li>■ Earth drilling, mineral exploration, miner or person working with explosives,</li> <li>■ Professional entertainer such as actor, dancer, musician and stage performer,</li> <li>■ Fireman or police persons,</li> <li>■ Fisherman,</li> <li>■ Forestry worker,</li> <li>■ Sex worker,</li> <li>■ Workers in the horse racing industry such as trainer, jockey and strapper,</li> <li>■ Workers whose work requires them to work at heights above 10 meters such as rigger, scaffolder, roof worker and antenna erector,</li> <li>■ Offshore oil rig worker,</li> <li>■ Commercial pilot,</li> <li>■ Professional and semi-professional sport person,</li> <li>■ Security guard, doormen, bouncer and person employed in crowd control,</li> <li>■ Sheltered workshop employee,</li> <li>■ Seasonal worker or employees in industries with casual workforce, or</li> <li>■ Underground or underwater worker.</li> </ul>
<b>Exclusions</b>	<p>There are no exclusions applicable to Default Cover. However, for any benefit in excess of the Default Cover (Voluntary Cover), the following exclusions apply.</p>



	<p>No voluntary Cover will be payable when a claim arises directly or indirectly as a result of:</p> <ul style="list-style-type: none"> <li>■ Death caused by suicide or attempted suicide in the 13 month period commencing from the day the member is accepted for cover, or</li> <li>■ Total and Permanent Disablement from intentional self-inflicted injury or attempted suicide in the 13 month period commencing from the day the member is accepted for cover, or</li> </ul> <p>Any additional exclusions advised by the Insurer in writing during the underwriting process.</p>
<b>Exempt Member</b>	<p>means the following persons that the Policy Owner is permitted to provide insurance cover in respect of despite their account being Inactive:</p> <ul style="list-style-type: none"> <li>■ A person who has made an Election, or</li> <li>■ A person who has nominated to change or alter their cover after 8 May 2018 and prior to 1 April 2019.</li> <li>■ A defined benefit member, or</li> <li>■ An Insured Person who's Employer Contribution includes an additional amount to pay Premiums due.</li> </ul>
<b>Gainful Employment</b>	<p>means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment at the time we assess the claim and includes part-time occupations, an occupation which may be perceived by the <i>Eligible Person</i> or <i>Insured Person</i> to be of lower status than their previous occupation or an occupation in which they do not earn as much income as they did in their previous occupation.</p>
<b>Illness</b>	<p>means a sickness, disease or disorder.</p>
<b>Immediate Assessment Conditions</b>	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>■ <b>Blindness</b> - the permanent loss of sight in both eyes, whether aided or unaided, due to Injury or Illness to the extent that visual acuity is 6/60 or less in both eyes or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.</li> <li>■ <b>Cardiomyopathy</b> - condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, i.e. Class 3 on the New York Heart Association classification of cardiac impairment.</li> <li>■ <b>Chronic Lung Disease</b> - the permanent end stage respiratory failure with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.</li> <li>■ <b>Dementia and Alzheimer's Disease</b> - the clinical diagnosis of dementia (including Alzheimer's disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Where, significant cognitive impairment means a deterioration in the person's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or Acquired Immune Deficiency Syndrome is excluded.</li> <li>■ <b>Diplegia</b> - the total loss of function of both sides of the body due to Injury or Illness, where such loss of function is permanent.</li> <li>■ <b>Hemiplegia</b> - the total loss of function of one side of the body due to Injury or Illness, where such loss of function is permanent.</li> <li>■ <b>Loss of Hearing</b> - the complete and irrecoverable loss of hearing, both natural and assisted from both ears as a result of Injury or Illness, as certified by a specialist we consider appropriate.</li> <li>■ <b>Loss of Speech</b> - the total and irrecoverable loss of the ability to produce intelligible speech as a result of permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate medical specialist.</li> <li>■ <b>Major Head Trauma</b> - Injury to the head resulting in neurological deficit causing either:</li> </ul>

- (i) A permanent loss of at least 25% whole person function (as defined by the American Medical Association Publication Guide to the Evaluation of Permanent Impairment 4th Edition or the equivalent guide to the evaluation of impairment approved by us, or
- (ii) The permanent and irreversible inability to perform without the assistance of another person any 2 of the following activities of daily living:
  - Dressing - the ability to put on and take off clothing,
  - Toileting - the ability to use the toilet, including getting on and off,
  - Mobility - the ability to get in & out of bed & a chair,
  - Continence - the ability to control bowel and bladder function,
  - Feeding - the ability to get food from a plate into the mouth,
 as certified by a consultant neurologist.
- **Motor Neurone Disease** - unequivocal diagnosis of motor neurone disease by a consultant neurologist and confirmed by neurological investigations.
- **Multiple Sclerosis** - the unequivocal diagnosis of multiple sclerosis as confirmed by a consultant neurologist and characterised by demyelination in the brain and spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to us. There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.
- **Muscular Dystrophy** - the unequivocal diagnosis of muscular dystrophy by a consultant neurologist.
- **Paraplegia** - the permanent loss of use of both legs, or both arms, resulting from spinal cord Injury or Illness.
- **Parkinson's Disease** - the unequivocal diagnosis of Parkinson's disease by a consultant neurologist where the consultant neurologist confirms that the condition:
  - (i) Is the established cause of two or more of the following:
    - Muscular rigidity,
    - Resting tremor,
    - Bradykinesia, and
  - (ii) Has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.
 They must be following advice and treatment of a specialist neurologist.
- **Primary Pulmonary Hypertension** - primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 on the New York Heart Association classification of cardiac impairment.
- **Quadriplegia** - the permanent loss of use of both arms and both legs, resulting from spinal cord Injury or Illness.
- **Severe Burns** - third degree burns to 20 per cent or more of the body surface, or to the whole of the face or the whole of both hands requiring surgical debridement and/or grafting.
- **Severe Rheumatoid Arthritis** - the unequivocal diagnosis of severe rheumatoid arthritis by a rheumatologist. The diagnosis must be supported by and evidence all of the following criteria:
  - (i) At least a 6 week history of severe rheumatoid arthritis which involves three or more of the following criteria:
    - Proximal interphalangeal joints in the hands,
    - Metacarpophalangeal joints in the hands,
    - Metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle.
  - (ii) Simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony over growth alone), and

	<p>(iii) Typical rheumatoid joint deformity and at least two of the following criteria:</p> <ul style="list-style-type: none"> <li>• Morning stiffness,</li> <li>• Rheumatoid nodule,</li> <li>• Erosions seen on x-ray imaging,</li> <li>• The presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis.</li> </ul> <p>Degenerative osteoarthritis and all other arthritis are excluded.</p> <ul style="list-style-type: none"> <li>■ <b>Tetraplegia</b> - the total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain Injury or Illness or spinal cord Injury or Illness.</li> </ul>
<b>Inactive</b>	means the Policy Owner has not received an Eligible Contribution for an Insured Person's account for 16 consecutive months.
<b>Injury</b>	means bodily injury caused by violent, external and visible means.
<b>Insured Cover</b>	means the total insurance cover that we agree to for an Insured Person.
<b>Insured Person</b>	means an Eligible Person who has cover other than interim Accident Cover in force.
<b>Lifetime Event</b>	<p>An Insured Person can apply to increase their Agreed Cover without providing medical evidence if a Nominated Event occurs. The increase does not apply to Voluntary cover.</p> <p>When an insured member purchases a home for their permanent residence with a mortgage on that residence of \$100,000 or more, or gets married, or they or their Partner give birth or adopt a child/children (all defined as 'Nominated Lifetime Events') the member can increase their cover by:</p> <p><b>Employee Cover</b></p> <ul style="list-style-type: none"> <li>■ For the Employee Division, one (1) unit of cover for the same type of Default Cover</li> </ul> <p><b>Personal Cover</b></p> <p>For the Personal Division, the lesser of:</p> <ul style="list-style-type: none"> <li>■ 25% of their Agreed Cover,</li> <li>■ \$200,000, or</li> <li>■ the increase in an existing mortgage, or the amount of the new mortgage.</li> </ul> <p>When a Nominated Event occurs, an Insured Person can increase their Agreed Cover if:</p> <p>Subject to the specified maximums without providing medical evidence provided that,</p> <ul style="list-style-type: none"> <li>■ The member is insured on the date the Nominated Event occurred, and</li> <li>■ the member is less than 55 years of age on the date they applied for the increase in Agreed Cover under this clause, and</li> <li>■ The member's cover has not been declined or was not subject to any special terms, conditions, restrictions, exclusions, or a premium loading applying to their Agreed Cover under the Policy, and,</li> <li>■ The member must not be applying for, intending to apply for, or have been paid a Total and Permanent Disablement benefit or Terminal Illness benefit from the Fund, any superannuation fund or life insurance policy, and</li> <li>■ The member provides the Insurer with sufficient proof to their satisfaction that the Nominated Event occurred, and</li> <li>■ The fully completed and signed application form to request the increase in the Agreed Cover is received by the Fund within 90 days of the Nominated Event, and</li> <li>■ The members Agreed Cover will not exceed the Maximum Agreed Cover in the Policy Schedule, and</li> <li>■ The member is At Work on the date the Nominated Event occurred and At Work on the date the Insurer accepts the application, and</li> </ul>

	<ul style="list-style-type: none"> <li>■ The increase to Agreed Cover will apply to the increased portion of Agreed Cover for the first 180 days after acceptance of the application, and</li> <li>■ The member can only increase their Agreed Cover once for any Nominated Event in any 12 month period, and can only increase their Agreed Cover once for each Nominated Event, and</li> <li>■ The member will be eligible to increase their Agreed Cover for the same type of cover for which they are currently insured, and</li> <li>■ The increased Agreed Cover is not payable if Death or Total &amp; Permanent Disablement was a result of suicide or a self-inflicted injury that occurred within the first 13 months from the date the Insurer agrees to the increase.</li> </ul>
<b>Loss of Use of</b>	<p>means:</p> <ul style="list-style-type: none"> <li>■ The permanent loss of sight as a result of Injury or Illness to the extent that the visual acuity on the Snellen Scale eye chart is 6/60 or less in both eyes, or to the extent that visual field is reduced to 20 degrees or less of arc irrespective of corrected visual acuity, or</li> <li>■ The loss of the use of a leg from at or above the ankle, or an arm from at or above the wrist, which is permanent.</li> </ul>
<b>Participating Employer</b>	<p>means:</p> <ul style="list-style-type: none"> <li>■ An employer who was a Participating Employer of the Fund prior to the Date of Variation, and</li> <li>■ An employer with a minimum of 10 Insured Persons who makes or agrees to make superannuation guarantee contribution payments on or after the Date of Variation in respect of them to the Policy Owner.</li> </ul> <p>A Participating Employer includes:</p> <ul style="list-style-type: none"> <li>■ An employer who has selected the Fund to be the default superannuation fund for the purpose of superannuation guarantee contributions, or</li> <li>■ An employer who has not selected the Fund as their default superannuation fund but was instructed by an Eligible Person to direct superannuation guarantee contributions to the Fund as available under Choice of Fund legislation.</li> </ul>
<b>PMIF Stocktake Member</b>	means an existing Insured Person who had an account balance of less than \$6,000 as at 1 November 2019.
<b>PMIF Transition Member</b>	means an Insured Person who joined the Fund between 1 November 2019 and 31 March 2020.
<b>Premium</b>	<p>means the money paid to the Insurer, or owed to the Insurer, for the insurance provided under the Policy.</p> <ul style="list-style-type: none"> <li>■ The Premium is the rate used to calculate the Premium for an Insured Person. If subject to a loading, the Premium Rate is increased as advised by the Insurer,</li> <li>■ The Premium is due by the last working Friday of the following month from commencement of the Insured Cover, and</li> <li>■ 30 days will be allowed from the due date for late payment of the Premium.</li> </ul>
<b>Protecting Your Super Premium Review</b>	<ul style="list-style-type: none"> <li>■ A variation to the Premium Rate in the Policy Schedule is required due to the introduction of the Treasury Laws Amendment (Protecting Your Superannuation Package) Regulations 2019 in accordance with clause 9.5 (Guarantee period) will apply from 1 July 2019. The Insurer has agreed to defer the variation to the Premium Rate until 1 October 2020.</li> <li>■ The amended Premium Rate, will be calculated on Premium that would otherwise have been due to the Insurer between 1 July 2019 and the date the new Premium Rate came into effect, 1 October 2020, had the Insurer varied the Premium Rate at 1 July 2019. The Premium Rate has been adjusted so that this amount of Premium will be remitted to the Insurer from the date the new Premium Rate came into effect, being 1 October 2020, until the end of the Guarantee Period being 31 August 2022.</li> </ul>

<b>Reinstatement of Insured Cover</b>	<p>Insured Cover for an Eligible Person that has ceased is only reinstated subject to underwriting.</p>
<b>Terminal Illness Benefit</b>	<ul style="list-style-type: none"> <li>■ Where the Insurer is satisfied that an insured member has been diagnosed with a Terminal Illness, they will pay a Terminal Illness benefit, subject to:</li> <li>■ An insured member will be eligible for a Terminal Illness benefit where the date of diagnosis of the Terminal Illness is on or after the date their cover commenced. No Terminal Illness benefit will be considered where the date of diagnosis is prior to this date,</li> <li>■ A Terminal Illness benefit will be the lesser of the insured member's Agreed Benefit or \$3,000,000. If an insured member subsequently dies, provided they remain an insured member and the Insurer continues to receive the premium for their cover, the Insurer will pay the residual death benefit balance calculated as the Agreed Benefit as at the insured member's date of death, less any Terminal Illness benefit that has already been paid,</li> <li>■ If a Terminal Illness benefit is admitted, all cover will cease from that date. However, subject to the above any residual death benefit balance will be payable on death of the insured member.</li> </ul> <p>If The Policy has terminated, the Insured Person, will only be eligible for a Terminal Illness benefit where:</p> <ul style="list-style-type: none"> <li>■ The Date of Certification is prior to the date that The Policy terminated, and</li> <li>■ The Insured Person is not eligible for a terminal illness, total and permanent disablement or death claim under a new replacement policy,</li> <li>■ If cover has been terminated, a member will no longer be eligible for a Terminal Illness benefit from that date,</li> <li>■ The insured member must supply, at their own expense, supporting medical evidence from their treating specialist Doctor practicing in the field to which the Illness relates,</li> <li>■ The Insurer will require this information in a form of their choosing and reserves the right to ask for any additional information that they feel is appropriate. Where the Insurer asks for additional information, they will incur the cost of obtaining this information, and</li> <li>■ Where a Terminal Illness benefit is paid it will be considered as an advance payment of the insured member's death benefit.</li> </ul> <p>From the date a Terminal Illness claim has been lodged, a member will no longer be eligible for any Total and Permanent Disablement cover, any increase in cover or any reinstatement of cover that would otherwise occur under the policy.</p>
<b>Total and Permanent Disability (Permanent Incapacity)</b>	<p>Total and Permanent Disablement in respect of an Insured Person who is:</p> <ul style="list-style-type: none"> <li>■ Gainfully employed as a Permanent Employee, Contractor or self-employed working 15 or more hours each week within the 6 months prior to the Date of Disablement is determined under either Part 1, Part 2, Part 3, Part 4 or Part 5, or</li> <li>■ Gainfully employed as a Permanent Employee, Contractor or self-employed and not working 15 or more hours each week within the 6 months prior to the Date of Disablement is determined under either Part 3, Part 4 or Part 5, or</li> <li>■ Not gainfully employed as a Permanent Employee, Contractor or self-employer within the 6 months prior to the Date of Disablement is determined under either Part 3, Part 4 or Part 5, or</li> <li>■ Aged less than 65 years is determined under either Part 3, Part 4 or Part 5.</li> </ul> <p>We may waive the 3 month Total and Permanent Disablement waiting period and provide immediate assessment where a member is suffering from one or more of the Immediate Assessment Conditions and all claim requirements have been received by us.</p> <p>An Insured Person must be disabled to such an extent as a result of that injury or illness that in the Insurer's opinion, they are unlikely ever again to be able to engage in any gainful employment for which they are reasonably suited by education, training or experience, in order to satisfy Part 3, 4 or 5.</p> <p><b>Part 1 - Unlikely to Return to Work</b></p>

The Insured Person is unable to perform their occupational duties as a result of Injury or Illness for 3 consecutive months and in the Insurer's opinion at the end of that 3 months period, they continue to be so disabled as the result of their ill-health (whether physical or mental) that they are unlikely to resume their previous occupation at any time in the future, and will be unlikely at any time in the future to engage in Gainful Employment for which they are reasonably suited by education, training or experience.

#### **Part 2 - Permanent Impairment**

The Insured Person is engaged in gainful employment when suffering an Injury or Illness and, as a result of that Injury or Illness, they:

- suffer a permanent impairment of at least 25% of whole person function, as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4th edition, or any other recognised standard that we agree to, and
- Are disabled to such an extent, as a result of this impairment, that the Insured Person is unlikely ever again to be able to engage in any occupation, business, profession or employment for which the Insured Person is reasonably suited by education, training or experience.

#### **Part 3 - Loss of Use Of**

The Insured Person suffers the total, permanent loss of us of:

- 2 limbs, or
- The sight of both eyes, or
- 1 limb and sight of 1 eye.

#### **Part 4 - Cognitive Loss**

The Insured Person, as a result of Illness or Injury, is first diagnosed with Cognitive Loss and is under the continuous care and supervision by another adult for at least 3 consecutive months and, at the end of that 3 month period, they are likely to require permanent ongoing continuous care and supervision by another adult.

#### **Part 5 - Activities of Daily Living**

The Insured Person suffers an Illness or Injury, that in the Insurer's opinion:

- Totally prevents them from performing 2 of the Activities of Daily Living without assistance from another adult person for at least 3 consecutive months, and
- Since they became ill or injured, they have been under the regular care and attention of a Doctor for that Illness or Injury, and
- They are unlikely to ever again be able to perform at least 2 of the Activities of Daily Living without assistance from another adult.

#### **Voluntary Cover**

means cover that is subject to underwriting and exclusions for voluntary cover

## 9. Group Income Protection Insurance Terms and Conditions and Definitions

YourChoice Super provides members with the opportunity to have Income Protection insurance through a Group Insurance Policy, issued to us by Hannover Life Re of Australasia Ltd (the Insurer). The information contained in this section is a summary of the terms and conditions. Full terms and conditions are contained in the Policy.

The insurer has the right under the policy to: accept cover for the member, accept cover for the member subject to premium loadings, exclusions or restrictions they may consider appropriate, or refuse to provide cover to a member.

### Obtaining Cover

<b>At Work</b>	<p>means an Eligible Person or Insured Person is:</p> <ul style="list-style-type: none"> <li>■ Actively performing all of the duties and hours of their usual occupation for their Employer, or</li> <li>■ If on Employer approved leave (except leave caused by Illness or Injury) they would be able to attend work and perform their normal duties without restriction due to Illness or Injury.</li> </ul>
<b>Cooling Off Period</b>	<p>After an application has been accepted there is a period of 28 days in which the member may cancel their cover and obtain a refund of the premium (other than any Government taxes or charges which the Insurer is unable to recover). This is known as the cooling off period. This period will not apply if there has been any claim or potential claim made against the policy. After this period, cover will cease from the date that the written request is received by YourChoice Super.</p>
<b>Cover Commencement</b>	<p>Cover commences:</p> <ul style="list-style-type: none"> <li>■ When there is sufficient account balance to pay premium, and</li> <li>■ On the date the Insurer advises in writing that they have agreed to accept cover.</li> </ul>
<b>Eligible Person</b>	<ul style="list-style-type: none"> <li>■ means a person who is an Australian Resident</li> <li>■ Is aged between the Minimum Entry Age and the Maximum Entry Age, and</li> <li>■ Is not employed in an Excluded Occupation, or who does not perform any duties of an Excluded Occupation, and</li> <li>■ Meets the Insured Cover requirements, if any are stated in the Policy Schedule, and</li> <li>■ The Insurer expressly agrees in writing is an Eligible Person</li> </ul>
<b>First Eligible</b>	<p>means a person is first eligible to join the Fund on the date their fully completed and signed Membership Application Form is received and accepted by the Fund.</p>
<b>General Eligibility</b>	<p>A member is eligible to apply for Income Protection insurance if:</p> <ul style="list-style-type: none"> <li>■ They are an Australian Resident,</li> <li>■ They are aged between 15 and 65,</li> <li>■ They are working at least fifteen (15) hours per week as a permanent employee working for their employer, Contractor or as a self-employed person,</li> <li>■ They are not in an Excluded Occupation, or do not perform any duties of an Excluded Occupation,</li> <li>■ They meet the Eligibility Conditions set out in the Policy, and</li> <li>■ The Insurer expressly agrees in writing to YourChoice Super that the member is eligible.</li> </ul>
<b>Maximum Entry Age</b>	<p>means the maximum age a person is eligible to apply for Insured Cover.</p>
<b>Maximum Monthly Benefit</b>	<p>means the limit of the Monthly Benefit payable.</p>

<b>Minimum Entry Age</b>	means the minimum age a person must attain to be eligible to apply for Insured Cover.
<b>Monthly Benefit</b>	means in relation to an Insured Person the amount of benefit for which Insured Cover is in force.
<b>New Events</b>	means Insured Cover that is provided for an Illness first diagnosed, or an Injury that first occurs, on or after the date Insured Cover commences or recommences for the Insured Person.
<b>Transfer Eligibility</b>	<p>A member is eligible to transfer cover from another provider if:</p> <ul style="list-style-type: none"> <li>■ The member meets general eligibility conditions, and</li> <li>■ The cover held by the member is currently insured under another employer sponsored policy, or</li> <li>■ The cover held by the member is an individual insurance policy with another Australian life insurer, provided the policy has been underwritten and accepted for cover within the last five years.</li> </ul> <p>AND, subject to meeting the following criteria:</p> <ul style="list-style-type: none"> <li>■ The member is aged less than 65,</li> <li>■ The member is not working in an Excluded Occupation,</li> <li>■ The member must confirm that their insured benefit in the existing fund or insured policy will cease on cover commencing under this policy. No claim will be considered under this policy where they retain any form of their previous cover elsewhere,</li> <li>■ The member must transfer their entire account balance to the Plan,</li> <li>■ The member must not continue the cover under any other insurance arrangement, reinstate cover or effect a continuation option with any fund,</li> <li>■ The member must provide a copy of their Benefit Statement or Policy Renewal Statement or other written confirmation from their provider dated within the previous 31 days as evidence of their current cover and insured benefit previously held. This includes a copy of the advice they received from the insurer or fund advising them of acceptance of their insurance and if on standard terms or subject to additional terms,</li> <li>■ The member's existing cover not being subject to any premium loading, exclusion or pre-existing condition exclusion or restriction in regard to medical or other conditions,</li> <li>■ The Eligible Person's total cover held in the Fund following the transfer must not exceed a Monthly Benefit of \$15,000.</li> <li>■ If the existing cover had a waiting period of 30 days or less then the person will receive a Waiting Period of 30 days under The Policy. If the existing cover had a waiting period of greater than 30 days, then the person will receive a Waiting Period of 90 days under The Policy.</li> <li>■ The member must satisfactorily complete a Transfer of Insurance to YourChoice Super Form, including answering 'no' to the agreed health questions, and be received by the Plan within 31 days of being signed and dated.</li> <li>■ Where all of the above requirements have been met, cover will commence from the date the Eligible Person's Transfer of Cover Application Form has been accepted as long as the members account balance is sufficient to pay the Premium.</li> </ul> <p>Where any of the above requirements have not been met, no transfer of cover can occur and the cover will be subject to underwriting and will commence on the date that we advise in writing.</p>
<b>Underwriting</b>	<p>If underwriting is required, the Fund must provide the Insurer with all information about the Eligible Person or Insured Person that Insurer regards as necessary for underwriting purposes. This information must be given in the form the Insurer chooses. After considering all information requested and received for the amount of Insured Cover that was subject to underwriting, the Insurer may in their absolute discretion either:</p> <ul style="list-style-type: none"> <li>■ Accept the Insured Cover, or</li> <li>■ Offer to accept the Insured Cover subject to whatever special terms, conditions, restrictions,</li> </ul>



- exclusions, or premium loading as considered appropriate, or
- Refuse to provide the Insured Cover.

Any Insured Cover applied for by an Eligible Person or Insured Person will commence from the date the Fund notifies the member in writing.

## Terms and Conditions and Definitions

### Accident Cover

Inevitably, there is a period of time between an application for cover being received by the Insurer and the completion of the assessment process. During this time the Insurer will provide interim cover known as Accident Cover. Accident Cover covers only Total Disability as a result of an injury only.

The amount of cover for Accident Cover shall not be greater than the maximum amount of cover which would have been applicable to the insured member (if any) and subject to this limit, be the lesser of:

- The amount for which cover was being applied for, or
- \$15,000 per month.

The Insurer may take into account any information received in the course of the claim under Accident Cover in exercising their discretion whether they accept, refuse or offer special terms, conditions, restrictions, exclusions or premium loading.

During the period a benefit is payable in connection with the Accident Cover, the Insure is not liable to pay any other benefits. The maximum benefit period of a claim under Accident Cover is 2 years.

Accident Cover terminates when the member's application is accepted, refused, withdrawn, cancelled, advised that it is not to be proceeded with, or 90 days after it commenced, or any event when insured cover ceases, whichever occurs first.

### Approved Rehabilitation

means a program, device or course of treatment certified by a Doctor or other health professional to be necessary for the rehabilitation of a person but excluding any program providing hospital treatment or an ancillary health service within the meaning of the National Health Act 1953 or any other program which might cause The Policy to cease to be exempt from the National Health Act 1953 or Health Insurance Act 1973 or any similar legislation in connection with health insurance.

### Approved Rehabilitation Benefit

If an insured member is suffering Total Disability or Partial Disability and the Insurer agrees that a program is likely to assist in their return to work, the Insurer may pay for the cost of approved rehabilitation in addition to the benefits otherwise payable for the insured member.

The Insurer is not liable to pay these costs unless they have approved them prior to being incurred. If the Insurer has determined that they will pay such costs, they will be paid directly to the provider of the program.

### Australian Resident

means an Australian citizen or a person who is the holder of an Australian permanent visa within the meaning of the Migration Act 1958, Subsection 30(1), or resides in Australia on a Temporary Work (Skilled) visa. It also includes a New Zealand citizen who is residing and working in Australia.

<b>Automatic Acceptance of Increase in Benefit</b>	<p>If an insured member receives a Salary increase, they may apply to increase their Monthly Benefit amount without providing further evidence of health. The new (increased) Monthly Benefit is limited to the lesser of:</p> <ul style="list-style-type: none"> <li>■ 75% of Monthly Income,</li> <li>■ \$1,000 per month more than their previously underwritten and accepted Monthly Benefit, or</li> <li>■ 1/12th of the Forward underwriting Limit specified by the Insurer.</li> </ul> <p>There is no limit on the number of times a member can increase their benefit, only the amount of the total increase over the previously underwritten benefit. Members must apply by writing to YourChoice Super (by post, fax or email with an attachment including the member's signature) and providing any relevant evidence requested by YourChoice Super. Increased cover will commence on the date YourChoice Super advises the member in writing subject to the member being at work on that date.</p>
<b>Benefit Indexation</b>	<p>The Insurer will increase the Monthly Benefit for an Insured Person by the lesser of the annual CPI percentage increase or 5% for every 12 months where they are in receipt of a Total Disability benefit.</p>
<b>Benefit Limits</b>	<p>Irrespective on any other provisions:</p> <ul style="list-style-type: none"> <li>■ The benefit the Insurer is liable to pay in respect of a member will never be more than the Maximum Monthly Benefit,</li> <li>■ The Insurer is not liable to continue to pay a benefit in respect of a member once they attain the Maximum Insurable Age of 65 years, and</li> <li>■ The entitlement of the Monthly Benefit payable will not exceed the selected Benefit Period in the Policy for the same or related injury or illness.</li> </ul>
<b>Benefit Offsets</b>	<p>The amount of the Monthly Benefit will be reduced by any Other Disability Income that the member receives or is entitled to during that month. If the Other Disability Income exceeds the monthly benefit, then the Insurer is not liable to pay a benefit. A reduction of the monthly benefit will only be made where the total payments received by the Insured Person exceeds the maximum Monthly Benefit or 75% of their pre-disability monthly income, whichever is lower.</p> <p>If the entitlement of an Insured Person to Other Disability Income is in dispute, the Insurer may at their discretion pay the full amount of the benefits due on a conditional basis until the dispute is resolved. If the Insurer chooses to pay, and the Insured Person receives Other Disability Income, the Insurer may offset those payments received from future benefits or recover the amount of benefit the Insurer has paid which would have been offset.</p>
<b>Benefit Period</b>	<p>means the period described as the benefit period in the Policy.</p> <p>The Benefit Period starts the day after the expiry of the Waiting Period.</p> <p>The Benefit Period is the maximum duration that any one claim will be paid. The Insurer is not liable to pay a benefit once this maximum duration has been reached.</p>

<b>Cessation of cover</b>	<p>Insured Cover for an Insured Person ceases on the earlier of when:</p> <ul style="list-style-type: none"> <li>■ The member reaches their Cover Ceasing Age, or</li> <li>■ The member ceases to be an Eligible Person or Insured Person in the Fund, or</li> <li>■ The member ceases to be an Australian Resident, or</li> <li>■ The member commences service with the armed forces of any country other than the Australian Defence Force Reserves, or</li> <li>■ The member reaches the expiry of the Benefit Period, or</li> <li>■ On the date the member exercises their right to direct future contributions to another fund and transfers their entire account balance to this fund as a result of choice of fund legislation, or</li> <li>■ The end of the period for which premiums have been paid immediately after the date their account became Inactive, except where they are an Exempt Member, or</li> <li>■ The member is on Employer approved leave for longer than two (2) years, or</li> <li>■ The member ceases to reside in Australia or fail to meet the conditions included in "cover whilst working overseas", or</li> <li>■ The Fund gives notice that Insured Cover will cease for the member, or</li> <li>■ On the date the member's account balance is insufficient to pay premiums. Where this applies cover will cease on the last day of the month for which premium was payable, or</li> <li>■ The member dies, or</li> <li>■ The member retires permanently from the workforce, or</li> <li>■ The member is the subject of a fraudulent claim.</li> </ul>
<b>Cessation of Payments</b>	<p>Benefit payments will cease at the earliest of the following events:</p> <ul style="list-style-type: none"> <li>■ The member no longer meets the definition of Total Disability or Partial Disability, or</li> <li>■ The member passes away, or</li> <li>■ The Maximum Benefit Period expires, or</li> <li>■ The member attains the Maximum Insurable Age, or</li> <li>■ The member is no longer under the regular care of and following their advice a Doctor, or</li> <li>■ The member resides overseas for a period longer than agreed, or</li> <li>■ The member fails to provide requested information that is required to assess the claim, and</li> <li>■ A fraudulent claim is made.</li> </ul>
<b>Cover - 24 hours</b>	<p>Insured Cover is in force from the day it commences and ceases at midnight on the day it ceases. Insured Cover operates 24 hours a day.</p>
<b>Cover Ceasing Age</b>	<p>means the maximum age that cover is provided under The Policy and as noted in the Insurance Guide.</p>
<b>Cover During Employer Approved Leave</b>	<p>Cover will continue for a member on employer approved leave provided:</p> <ul style="list-style-type: none"> <li>■ They continue to be employed by their Employer,</li> <li>■ The period of leave is no longer than two (2) years, and</li> <li>■ The premium continues to be paid.</li> </ul> <p>If cover for the member terminates while they are on leave, cover will only be reinstated upon their return to work with their Employer and subject to underwriting and acceptance by the Insurer.</p> <p>A benefit will not be paid in respect of a period during which the insured member was not otherwise due to receive an income from their Employer.</p> <p>The member must notify us prior to the commencement of leave if cover is not to be continued during that period of leave. When the member resumes employment, cover that was terminated by them during the period of leave may be reinstated subject to acceptance by the Insurer.</p>

<b>Cover Whilst Working Overseas</b>	<p>Cover may continue for a member residing for work purposes overseas provided that:</p> <ul style="list-style-type: none"> <li>■ They remain a member of YourChoice Super throughout the period of overseas residence,</li> <li>■ The period of overseas residence is no longer than three (3) years duration,</li> <li>■ At the time of the member's departure, the country of residence is not considered a Hazardous Destination as listed on the Department of Foreign Affairs and Trade website (<a href="http://www.dfat.gov.au">www.dfat.gov.au</a>) as subject to a 'do not travel' warning,</li> <li>■ The premium continues to be paid, and</li> <li>■ The member provides any other information the Insurer considers necessary to make a decision on whether cover will continue.</li> </ul> <p>When the member resumes employment, cover that was terminated by them during the period of overseas residence may be reinstated subject to acceptance by the Insurer.</p>
<b>CPI</b>	<p>means the Consumer Price Index (all groups and all capital cities) published by the Australian Bureau of Statistics. If no such <i>CPI</i> is published, the <i>CPI</i> will be a figure determined by us in our discretion.</p>
<b>Death Benefit Whilst on Claim</b>	<p>Where an insured member who is in receipt of a Total Disability or Partial Disability benefit dies, the Insurer will pay an additional lump sum death benefit equal to \$10,000. The lump sum death benefit is only payable upon receipt of satisfactory evidence.</p>
<b>Disability</b>	<p>means either Total Disability or Partial Disability.</p>
<b>Doctor</b>	<p>means a registered medical practitioner who is legally qualified and properly registered to practice in Australia or New Zealand or as otherwise agreed by us. That person may not be the <i>Eligible Person</i> or <i>Insured Person</i>, their business partner, a member of their immediate family or their employer.</p>
<b>Employer</b>	<p>means in relation to a person the person's employer for the purposes of the Plan or in relation to a person who is self-employed means the Insured Person for the purposes of the Plan.</p>
<b>Employer approved leave</b>	<p>Subject to Cessation of Cover conditions, Insured Cover will continue for an Insured Person on Employer approved leave provided:</p> <ul style="list-style-type: none"> <li>■ They continue to be employed by their Employer and the Fund receives a Premium for them, and</li> <li>■ The period of leave is no longer than 2 years.</li> </ul> <p>Insured Cover may continue after 2 years on the terms the Insurer agrees.</p> <p>Where an Insured Person suffers Total Disability during Employer approved leave, their Monthly Benefit accrues from the latter of:</p> <ul style="list-style-type: none"> <li>■ The day after the expiry of the Waiting Period, and</li> <li>■ The return to work date agreed with their Employer.</li> </ul> <p>The Monthly Income used to calculate their Monthly Benefit will be calculated using the income of the Insured Person on the working day immediately before their leave commenced.</p> <p>If Insured Cover does not continue for an Insured Person during the period of Employer approved leave then we must be notified in writing before the period of Employer approved leave commences. When an Insured Person returns to work with their Employer, the Insured Cover that ceased during the period of Employer approved leave may be reinstated subject to underwriting.</p>
<b>Employer Contribution</b>	<p>means the amount remitted by a member's Employer to be credited to the Insured Person's account in respect of a period of employment.</p>

<b>Employer Superannuation Contribution Benefit</b>	<p>If an insured member's Employer is required to make superannuation contributions for the member and the member nominated Superannuation Contribution Cover on their application form, a superannuation contribution of the lesser of the following will be paid for the period of disability:</p> <ul style="list-style-type: none"> <li>■ The amount specified on the application form (to a maximum of 10% of the member's monthly income),</li> <li>■ The total that was being contributed by the Employer as superannuation on behalf of the member on a basis immediately prior to the member's Total Disability, or</li> </ul> <p>If the insured member suffers Partial Disability, Superannuation Contributions will be paid in proportion to the Partial Disability Benefit. Please note, this benefit is not available to self-employed persons.</p>
<b>Excluded Occupations</b>	<p>Any of the following occupations are considered to be an Excluded Occupation:</p> <ul style="list-style-type: none"> <li>■ Air traffic controller,</li> <li>■ Earth drilling, mineral exploration, miner or person working with explosives,</li> <li>■ Professional entertainer such as actor, dancer, musician and stage performer,</li> <li>■ Fireman or police persons,</li> <li>■ Fisherman,</li> <li>■ Forestry worker,</li> <li>■ Sex worker,</li> <li>■ Workers in the horse racing industry such as trainer, jockey and strapper,</li> <li>■ Workers whose work requires them to work at heights above 10 meters such as rigger, scaffolder, roof worker and antenna erector,</li> <li>■ Offshore oil rig worker,</li> <li>■ Commercial pilot,</li> <li>■ Professional and semi-professional sport person,</li> <li>■ Security guard, doormen, bouncer and person employed in crowd control,</li> <li>■ Sheltered workshop employee,</li> <li>■ Seasonal worker or employees in industries with casual workforce, or</li> <li>■ Underground or underwater worker.</li> </ul>
<b>Exclusions</b>	<p>No benefit will be payable when a claim arises directly or indirectly as a result of:</p> <ul style="list-style-type: none"> <li>■ War or act of war,</li> <li>■ Self-inflicted harm or attempted suicide, regardless of whether the Insured Person was sane or insane at the time,</li> <li>■ Normal and uncomplicated pregnancy or childbirth. Complications of pregnancy, multiple pregnancy, threatened or actual miscarriage, participation in an IVF or similar programme, discomfort (such as morning sickness, backache, varicose veins, ankle swelling, bladder problems) are considered normal and uncomplicated,</li> <li>■ Participation in a criminal act,</li> <li>■ A member who becomes an insured member where their occupation is an Excluded Occupation and where the Insurer has not given their prior approval,</li> </ul> <p>Any other exclusions advised in the underwriting process.</p>
<b>Forward Underwriting Limit</b>	<p>means any amount of Insured Cover for an Insured Person that we have notified the Fund we will accept for automatic increases under Increases to insured cover without the requirement of further health evidence.</p>
<b>Illness</b>	<p>means a sickness, disease or disorder</p>

<b>Injury</b>	means bodily injury caused by violent, external and visible means.
<b>Insured Cover</b>	means the amount of benefit that we have agreed to for an Insured Person.
<b>Monthly Benefit</b>	<p>means:</p> <ul style="list-style-type: none"> <li>■ The agreed percentage up to 75% of the insured member's Monthly Income as advised to YourChoice Super and upon which Premiums are based immediately prior to the date of Disability, or</li> <li>■ If the insured member is no longer a Permanent Employee employed on a permanent basis working at least 15 hours per week or a Contractor, working for their employer for at least 15 hours per week, the agreed percentage up to 75% of the member's average Monthly Income over the 12 months immediately prior to the date of Disability.</li> </ul>
<b>Monthly Income</b>	<p>means:</p> <ul style="list-style-type: none"> <li>■ Where the member is employed 1/12<sup>th</sup> of their current annual pre-tax income paid by the Employer, or</li> <li>■ Where the member directly or indirectly owns part or all of a business, including all or part ownership through another legal entity, from which they earn their usual income, 1/12<sup>th</sup> of the gross amount immediately before the period of Total Disability, as a direct result of the member's personal exertion or activities through their usual occupation after allowing for the costs and expenses incurred in deriving that income. Income from the business will not include investment income, profit distributions or similar payments that may continue in the event of Total Disability or Partial Disability.</li> </ul>
<b>Notice of a claim</b>	Initial notice of a potential claim must be provided as soon as possible after the incident. The Insurer will only consider a claim where the delay in notification does not prejudice their ability to assess the claim.
<b>Other Disability Income</b>	<p>means any income, other than income under The Policy, which a person may derive during a month for which the amount of the benefit that applies to them under The Policy is being assessed, whether that income was actually received or not, and includes:</p> <ul style="list-style-type: none"> <li>■ Any other income derived as a result of incapacity under any other insurance policy, and</li> <li>■ Any benefit under any worker's compensation, motor accident compensation or other similar State, Federal or Territory legislation, and</li> </ul> <p>but does not include:</p> <ul style="list-style-type: none"> <li>■ Income earned from investments, and</li> <li>■ Any lump sum total and permanent disablement benefit, lump sum superannuation benefit, lump sum trauma or terminal illness style of benefit, and</li> <li>■ Annual leave or long service leave entitlements, and</li> <li>■ Centrelink or termination payments, and</li> <li>■ Sick leave entitlements.</li> </ul> <p>Any Other Disability Income that is in the form of a lump sum, or is commuted for a lump sum, has a monthly equivalent of 1% of the lump sum for each month a disability benefit is paid. If it can be shown that a portion of the lump sum represents compensation for pain and suffering, or the loss of use of a part of the body, we will not take that portion into account as Other Disability Income.</p> <p>Where a common law, workers' compensation or statute payment is received as a lump sum and pain and suffering cannot be isolated from loss of earnings, we will convert this to income on the basis of 1% of the lump sum for each month a disability benefit is paid.</p>

<b>Partial Disability</b>	<p>means because of an Injury or Illness an Insured Person has suffered Total Disability continuously for a period of at least 7 days out of 12 consecutive days and:</p> <ul style="list-style-type: none"> <li>■ Has ceased to suffer Total Disability, and</li> <li>■ Has resumed partial employment or, in our opinion, is deemed capable of returning to partial employment duties, and</li> <li>■ As a result of the Injury or Illness that caused their Total Disability has received, or would in our opinion receive, a Post-Disability Income that is less than their Monthly Income, and</li> <li>■ Is under the continuous and regular care of a Doctor undergoing the appropriate treatment.</li> </ul>
<b>Partial Disability Benefit</b>	<p>If immediately before suffering Partial Disability because of an injury or illness, an insured Person has suffered Total Disability continuously for a period of at least 7 days out of 12 consecutive days and:</p> <ul style="list-style-type: none"> <li>■ Has ceased to suffer Total Disability, and</li> <li>■ Has resumed partial employment or, in the Insurer’s opinion, is deemed capable of returning to partial employment duties, and</li> <li>■ As a result of the injury or illness that caused their Total Disability has received, or would in the Insurer’s opinion receive, a Post-Disability Income that is less than their Monthly Income, and</li> <li>■ Is under the continuous and regular care of a Doctor undergoing the appropriate treatment.</li> </ul> <p>A Partial Disability is payable. No Partial Disability benefit is accrued or payable until the expiry of the Waiting Period.</p> <p>The amount payable in respect of Partial Disability is calculated in accordance with the following formula, less any Other Disability Income that accrues to the Insured Person during the month:</p> $\frac{A - B}{A} \times C$ <p>Where,</p> <p>A is the Insured Person’s pre disability monthly income,</p> <p>B is the Insured Person’s actual monthly income earned during the month of partial disability,</p> <p>C is the monthly benefit which would otherwise be payable if the Insured Person had suffered Total Disability.</p> <p>If an Insured Person suffers Partial Disability and no work is available then, after considering all the medical and other evidence available to us, the Insurer will calculate their Post-Disability income based on the Insurer’s assessment of their capacity to earn.</p>
<b>Payment of Benefits Whilst Residing Overseas</b>	<p>Where eligible, Monthly Benefits will continue to be paid whilst a member is overseas for a maximum period of six (6) months after which the claimant must return to Australia, at their own expense for benefits to continue.</p>
<b>Post Disability Income</b>	<p>means any income that an Insured Person may derive after the commencement of the Waiting Period during a month for which a benefit under The Policy is being assessed.</p> <p>If an Insured Person is suffering Partial Disability but has not received such income, in order to enable us to calculate the benefit we will estimate their capacity to earn and substitute an amount for partial earnings.</p>
<b>Pre-existing conditions</b>	<p>If a member has a pre-existing medical condition, they will be eligible to make a claim provided the condition was disclosed to, and accepted by the Insurer at the time of applying.</p>

<b>Premium</b>	<p>means the money paid to the Insurer for the insurance provided under YourChoice Super.</p> <ul style="list-style-type: none"> <li>■ If all or part of the Insured Cover for an Insured Person commenced subject to a premium loading, then the Premium Rate is increased as advised by us in relation to the portion of cover that it applies to.</li> <li>■ The Premium will be deducted from the members Account by the last working Friday of the following month from commencement of the Insured Cover, and</li> <li>■ 30 days will be allowed from the due date for late payment of the Premium.</li> </ul>
<b>Recurrent Disability Benefit</b>	<p>Where Insured Cover for a Member is in force, a period of Disability will be deemed to be a continuation of an earlier period of Disability if it is caused by the same medical condition and is separated from the previous period of Disability by less than six (6) months active full time work.</p> <p>If a period of Disability is deemed to be a continuation of an earlier period of Disability the Waiting Period does not apply to it. If the period of Disability is not deemed to be a continuation of an earlier period of Disability, then a new Waiting Period and Benefit Period will apply.</p> <p>The insured member's usual hours of work prior to their Disability will be considered as their full time work.</p> <p>Where a benefit has been continuously paid for the Benefit Period, the Insurer will not pay any further benefits for a Disability that is caused by the same or related injury or illness.</p> <p>If cover ceases due to the member being on claim for longer than the Benefit Period, cover is subject to underwriting and acceptance by the Insurer when the member resumes employment.</p>
<b>Total Disability</b>	<p>means because of an Injury or Illness the Insured Person is:</p> <ul style="list-style-type: none"> <li>■ Unable to perform at least one income producing duty of their occupation, and</li> <li>■ Under the regular care of, and following the advice of a Doctor, and</li> <li>■ not working in any occupation, whether for reward or not for reward.</li> </ul> <p>Where an income producing duty is a duty of the Insured Person's occupation immediately before they became disabled which generates 20% or more of the Insured Person's Monthly Income.</p>
<b>Waiting Period</b>	<p>means the period described in the Policy and Insurance Guide.</p> <p>The Insurer is not liable to begin to pay any Total Disability or Partial Disability benefit until the expiry of the Waiting Period. The Waiting Period starts on the date an Insured Person who suffers an Injury or an Illness first receives medical advice from a Doctor about their condition and the Doctor certifies that on that day the Insured Person suffers Total Disability.</p> <p>Where an Insured Person suffering Total Disability returns to work during the Waiting Period and this return to work proves unsuccessful due to the Injury or Illness causing Total Disability, then the original Waiting Period will continue if the number of days they return to work for is no more than 10% of the Waiting Period.</p>
<b>Waiver of Premium</b>	<p>When Total Disability benefits are being paid for a member, the premium that relates to the period of their claim will be waived for that member.</p>
<b>Workplace modification benefit</b>	<p>If the Insured Person is receiving Total Disability or Partial Disability benefits and the Insurer agrees that modification to their place of employment is necessary in order for them to return to work, the Insurer may pay all or some of the modification expenses. The workplace modification benefit will be paid in addition to any other benefit payable.</p> <p>The Insurer is not liable to pay these costs unless they have approved them prior to being incurred. If the Insurer has determined that they will pay such costs, they will be paid directly to the service provider.</p>