Lesf and Macmahon Super Insurance Guide

1 December 2020

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Important information

The information in this document forms part of the Lesf and Macmahon Super (LAMS) Product Disclosure Statement (PDS) dated 1 December 2020. It contains a number of references to important information in the PDS and Additional Information Guide which also form part of the PDS. Terms capitalised in this Insurance Guide are defined in Section 7 and 8 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 359 686 (within Australia), by emailing us lesf@onevue.com.au, online at lesf.com.au or 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 Insurance 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 or the Group Income Protection Insurance Policy (together, the Policies), the terms of the 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.

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).

Lesf and Macmahon Super is a sub plan of OneSuper, formerly Smartsave ‘Member’s Choice’ Superannuation Master Plan ABN 43 905 581 638 RSE R1001341.

The Promoter of LAMS is OneVue Wealth Services Ltd ABN 70 120 380 627 AFSL 308868.

For the purpose of this document Lesf and Macmahon Super is referred to as LAMS or the Fund.

For more information

Phone: 1800 359 686
Email: lesf@onevue.com.au
Write: PO Box 1282, Albury NSW 2640
Visit: www.lesf.com.au
**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.

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.

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**1. Insurance in your super**

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 could be severely affected.

You can access affordable insurance cover through LAMS to protect your family’s financial security against the unexpected.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Death Insurance</td>
<td>Provides a lump sum benefit in the event of death</td>
</tr>
<tr>
<td>Terminal Illness Insurance</td>
<td>Provides a lump sum benefit in the event you are diagnosed with a Terminal Illness</td>
</tr>
<tr>
<td>Death and Total and Permanent Disablement (TPD) Insurance</td>
<td>Provides a lump sum benefit in the event of death or if you suffer Total and Permanent Disablement</td>
</tr>
<tr>
<td>Income Protection Insurance (Category A members only)</td>
<td>Pays a set percentage of your Monthly Income for a pre-defined length of time in the event that you suffer Total Disability or Partial Disability as a result of Illness or Injury.</td>
</tr>
</tbody>
</table>

You may have all or any combination of the above group insurance cover options. Your insurance cover is paid for out of your super Accumulation Account (which means, in most cases you will be paying for insurance out of your before-tax income).
2. Insurance in Lesf and Macmahon Super at a glance

<table>
<thead>
<tr>
<th>How insurance is applied to your Account</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Insurer</strong></td>
</tr>
<tr>
<td><strong>Insurance cover offered</strong></td>
</tr>
<tr>
<td><strong>Insurance Terms by Category</strong></td>
</tr>
<tr>
<td><strong>Policy Owner</strong></td>
</tr>
<tr>
<td><strong>Life Insured</strong></td>
</tr>
<tr>
<td><strong>Premium payment</strong></td>
</tr>
<tr>
<td><strong>Worldwide Cover</strong></td>
</tr>
</tbody>
</table>

**Insurance Categories within LAMS**

LAMS offers two categories of insurance. The category of insurance cover available to you is determined by your occupation.

<table>
<thead>
<tr>
<th>If you are:</th>
<th>Your insurance category</th>
</tr>
</thead>
<tbody>
<tr>
<td>working in the legal services industry (excluding self-employed) and join the Fund as an employer sponsored member</td>
<td>Category A</td>
</tr>
<tr>
<td>You were a member of Macmahon Employees Superannuation Fund prior to the transfer to LAMS</td>
<td>Category C</td>
</tr>
<tr>
<td>Working as a Macmahon employee and join as an employer sponsored Member</td>
<td>Category D</td>
</tr>
<tr>
<td>working in an industry other than legal services and join the Fund as an employer sponsored member</td>
<td>Category E employer sponsored</td>
</tr>
<tr>
<td>working in an industry other than legal services and join the Fund as an individual member</td>
<td>Category E individual</td>
</tr>
<tr>
<td>self-employed in any industry (individual member terms apply)</td>
<td>Category E individual</td>
</tr>
</tbody>
</table>

**Fees and costs**

There are costs associated with insurance cover. These costs (insurance premiums including any stamp duty applicable) which are deducted from your Accumulation Account monthly in arrears, are calculated depending on your insurance category, on the amount of insurance cover you request, your age, gender, occupation, income (for Income Protection Insurance cover), and assessment by the Insurer (for any voluntary cover).
Warning:

Commencement of cover: Default cover will start on the date the person is PMIF eligible and satisfied the eligibility criteria if an employer contribution for the member is received within 120 days prior to that date. Otherwise the Default cover will commence on the date an employer contribution for the member is received by the Fund after the member becomes PMIF eligible and the eligibility criteria is satisfied.

Opting out of cover and 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 30 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. You may opt out of all cover or reduce your level of cover by writing to the fund at any time, and this variation will apply from the date the fund receives this advice. Any subsequent increase in cover will be subject to underwriting.

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.

Insurance in LAMS at a glance

<table>
<thead>
<tr>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>■ Death Cover – provides a lump sum benefit in the event of death</td>
</tr>
<tr>
<td>■ Terminal Illness – provides a lump sum payment on the diagnosis of Terminal Illness. This payment is an advanced payment of a death benefit</td>
</tr>
<tr>
<td>■ Total &amp; Permanent Disablement – provides a lump sum payment upon Total &amp; Permanent Disablement</td>
</tr>
<tr>
<td>■ Income Protection Cover (only available for Category A members) – pays a set percentage of your Monthly Income for a pre-defined length of time in the event that you suffer Total Disability or Partial Disability as a result of Illness or Injury. Benefit indexation is included.</td>
</tr>
</tbody>
</table>

Default cover

Provided you meet eligibility requirements, you are automatically provided with default insurance cover when you are aged 25 or over and have at least $6,000 in your account, unless you are a PMIF Exempt Member.

Category A members:

■ 4 units of Death & TPD cover, and
■ 35 units of Income Protection cover.

Category C members:

■ Not applicable

Category D members:

■ 1 units of death and, where applicable, 1 units of TPD cover

Category E members:

■ Death & TPD cover, the amount of cover will depend on your age (refer to Table 3 on page 14)

You may be able to start your default cover earlier by choosing to opt-in to default cover (become a PMIF exempt) member. Please contact us to find out how to opt in.
The default cover you will receive from the date cover starts will be Limited Cover until you have been At Work for 30 consecutive days. Category E default cover for an individual Member is Limited Cover for the first 24 months of your membership and until you have been At Work for 30 consecutive days after this period.

Double Default Cover for Category E members
Category E employer sponsored members can elect to double the default cover within 120 days of starting work with the employer, without having to provide medical evidence.

Voluntary Cover
If you are not eligible for default cover, or you wish to increase your cover above the default cover level, or reinstate your cover, you can apply for voluntary cover. Please refer to page 9 and 15 for detailed information.

Transferred cover
You can transfer your Death, Death & TPD, or Income Protection cover (Category A members only) held under another superannuation fund into LAMS, subject to conditions and Insurer’s approval. Please refer to page 9 and 15 for detailed information.

Life Event Increase for Category E members
Category E members can apply for additional cover after the occurrence of certain life events. Please refer to page 10 for detailed information.

Ceasing age
- Death or Terminal Illness: Age 70
- TPD: Age 70 (Category A), Age 65 (Category E)
- Income Protection: Age 65

Maximum cover
- Death & Terminal Illness: $5,000,000 (Category A), $3,000,000 (Category E)
- Total & Permanent Disablement: $3,000,000
- Income protection: $25,000 per month

How premiums are calculated
Premiums are calculated based on a number of factors including:
- current age, occupation, gender,
- personal pastimes, smoking status and state of health, and
- level and type of cover.

3. Death and TPD insurance cover

Default Death and TPD Cover for Category A members – Legal Professionals
If you are eligible for Category A insurance, when you join LAMS, you will receive 4 units of Default Death and TPD insurance cover without any medical underwriting, at a cost of $4.64 per week provided you meet eligibility requirements, are aged 25 or over and have at least $6,000 in your account. You may be able to start your default cover earlier by choosing to opt-in to default cover. Please contact us to find out how to opt in.

The default cover you will receive from the date cover starts will be Limited Cover until you have been At Work for 30 consecutive days.

The amount of Default cover provided will depend on your age, as shown in Table 1 - Default Category A Death & TPD Cover amounts.

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 subject to underwriting.

The value of Default cover changes with your age
The level of insurance provided as Category A Default cover will be adjusted throughout the life of your LAMS membership determined by your age.

For example:
If you are aged 40 when you join LAMS and eligible for Category A insurance, you will receive $312,000 of Default Death and TPD insurance cover. The following year when you turn 41, your Default Death and TPD insurance cover will reduce to $292,000.
### Table 1 – Default Category A Death & TPD Cover amounts

<table>
<thead>
<tr>
<th>Age next birthday</th>
<th>4 units of cover (Default)</th>
<th>Additional 1 unit</th>
<th>Age next birthday</th>
<th>4 units of cover (Default)</th>
<th>Additional 1 unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4.64 per week</td>
<td>$1.16 per week</td>
<td>$102,000</td>
<td>49</td>
<td>$188,000</td>
<td>$47,000</td>
</tr>
<tr>
<td>15 to 32*</td>
<td>$408,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>$392,000</td>
<td>$98,000</td>
<td>50</td>
<td>$176,000</td>
<td>$44,000</td>
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<tr>
<td>34</td>
<td>$380,000</td>
<td>$95,000</td>
<td>51</td>
<td>$163,000</td>
<td>$40,750</td>
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<tr>
<td>35</td>
<td>$372,000</td>
<td>$93,000</td>
<td>52</td>
<td>$153,000</td>
<td>$38,250</td>
</tr>
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<td>$362,000</td>
<td>$90,500</td>
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<tr>
<td>37</td>
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<td>54</td>
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<td>38</td>
<td>$342,000</td>
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<td>$334,000</td>
<td>$83,500</td>
<td>56</td>
<td>$105,000</td>
<td>$26,250</td>
</tr>
<tr>
<td>40</td>
<td>$312,000</td>
<td>$78,000</td>
<td>57</td>
<td>$96,000</td>
<td>$24,000</td>
</tr>
<tr>
<td>41</td>
<td>$292,000</td>
<td>$73,000</td>
<td>58</td>
<td>$86,000</td>
<td>$21,500</td>
</tr>
<tr>
<td>42</td>
<td>$284,000</td>
<td>$71,000</td>
<td>59</td>
<td>$76,000</td>
<td>$19,000</td>
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<tr>
<td>43</td>
<td>$274,000</td>
<td>$68,500</td>
<td>60</td>
<td>$67,000</td>
<td>$16,750</td>
</tr>
<tr>
<td>44</td>
<td>$254,000</td>
<td>$63,500</td>
<td>61</td>
<td>$56,000</td>
<td>$14,000</td>
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<tr>
<td>45</td>
<td>$246,000</td>
<td>$61,500</td>
<td>62</td>
<td>$46,000</td>
<td>$11,500</td>
</tr>
<tr>
<td>46</td>
<td>$234,000</td>
<td>$58,500</td>
<td>63</td>
<td>$34,000</td>
<td>$8,500</td>
</tr>
<tr>
<td>47</td>
<td>$220,000</td>
<td>$55,000</td>
<td>64</td>
<td>$23,000</td>
<td>$5,750</td>
</tr>
<tr>
<td>48</td>
<td>$204,000</td>
<td>$51,000</td>
<td>65 to 70</td>
<td>$12,000</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

**Notes:**
1. Death only (including Terminal Illness) cover is also available at the cost of $0.70 per unit per week
2. Premiums are payable monthly in arrears and deducted monthly from your account and charged at the end of the month

* for age next birthday 15 – 24, default cover is only valid if you choose to opt-in

### Category A Default Cover Eligibilities

To be eligible for Category A Default Death and TPD insurance cover, on the date your cover is due to commence or recommence, you must:

- be at least 14 years old and less than the cover expiry age (and, if the person is less than 25 years of age they are a PMIF exempt member),
- be an employee of the Employer
- have an account balance with the Fund that has been equal to or greater than $6,000 on or after 1 November 2019 unless you are a PMIF exempt member.

**Note:** Refer to Death and TPD Insurance Terms and Conditions for further information on Eligibility for Default Cover.

### How much will Category A Default Insurance cover cost

Premiums for the Category A Default cover is $4.64 per week.

⚠️ **Warning:**

Unless you say no to default insurance cover, decline the default cover or cancel it, the cost of default insurance cover will be deducted from your account automatically once your cover commences.

### Default Insurance Cover for Category D members – Macmahon employees

Category D members who join LAMS, will automatically receive default cover as follows provided you are PMIF eligible and meet Eligibility criteria:
- you are employed on a permanent basis for at least 15 hours a week on the date cover starts, TPD cover and death cover;
- if you are employed for less than 15 hours per week or are not a permanent employee on the date cover starts, you will be eligible for death cover only.

Default cover will start for the eligible category D member on the date on which the person satisfies the eligibility criteria if an employer contribution is received within 120 days prior to that date. Otherwise the default cover will commence on the date an employer contribution in respect of the person is received by you after the eligibility criteria is satisfied.

If an Opt In election is received within 120 days of the date of your welcome letter from the Fund, default cover will commence on the date the fund receives your Opt In election.

The default cover received is Limited Cover; until you have been at work for 30 consecutive days from the commencement of cover.

The amount of default cover for Category D members will be 1 units of death, and if applicable, 1 units of TPD cover at the Category D scale. The cost for default cover for Category D members is $4.37 for 1 units per week of cover. The cost of death only cover is $2.74 per unit per week of cover.

### Table 2 – Default Category D Death & TPD Cover amounts

<table>
<thead>
<tr>
<th>Age next birthday</th>
<th>Default Cover</th>
<th>Age next birthday</th>
<th>Default Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>16*</td>
<td>$50,000</td>
<td>44</td>
<td>$20,000</td>
</tr>
<tr>
<td>17*</td>
<td>$50,000</td>
<td>45</td>
<td>$20,000</td>
</tr>
<tr>
<td>18*</td>
<td>$50,000</td>
<td>46</td>
<td>$14,000</td>
</tr>
<tr>
<td>19*</td>
<td>$50,000</td>
<td>47</td>
<td>$14,000</td>
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<tr>
<td>20*</td>
<td>$50,000</td>
<td>48</td>
<td>$14,000</td>
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<tr>
<td>21*</td>
<td>$50,000</td>
<td>49</td>
<td>$14,000</td>
</tr>
<tr>
<td>22*</td>
<td>$50,000</td>
<td>50</td>
<td>$14,000</td>
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<tr>
<td>23*</td>
<td>$50,000</td>
<td>51</td>
<td>$7,000</td>
</tr>
<tr>
<td>24*</td>
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<td>28</td>
<td>$50,000</td>
<td>56</td>
<td>$7,000</td>
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<tr>
<td>29</td>
<td>$50,000</td>
<td>57</td>
<td>$0</td>
</tr>
<tr>
<td>30</td>
<td>$50,000</td>
<td>58</td>
<td>$0</td>
</tr>
<tr>
<td>31</td>
<td>$50,000</td>
<td>59</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Default Death and TPD Insurance Cover for Category E members

All eligible Category E members who join LAMS, whether part of an employer sponsored group or who join as an individual (including a self-employed member), will receive Default Death & TPD insurance cover without any medical underwriting provided you meet eligibility requirements, are aged 25 or over and have at least $6,000 in your account.

You may be able to start your default cover earlier by choosing to opt-in to default cover. Please contact us to find out how to opt in.

For employer sponsored members, the default cover you will receive from the date cover starts will be Limited Cover until you have been At Work for 30 consecutive days.

For individual members, the default cover you will receive will be Limited Cover for a period of 24 months until you have been At Work for 2 consecutive months following the end of that period.

The amount of Default cover provided will depend on your age, as shown in Table 2 – Default Category E Death & TPD Cover amounts.

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 subject to underwriting.
Table 3 – Default Category E Death & TPD Cover amounts

<table>
<thead>
<tr>
<th>Age next birthday</th>
<th>Default Cover</th>
<th>Age next birthday</th>
<th>Default Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>16*</td>
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<td>44</td>
<td>$200,000</td>
</tr>
<tr>
<td>17*</td>
<td>$50,000</td>
<td>45</td>
<td>$200,000</td>
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<tr>
<td>18*</td>
<td>$50,000</td>
<td>46</td>
<td>$150,000</td>
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<td>19*</td>
<td>$50,000</td>
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<td>$150,000</td>
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<td>20*</td>
<td>$50,000</td>
<td>48</td>
<td>$100,000</td>
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<td>21*</td>
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<td>66</td>
<td>$25,000</td>
</tr>
<tr>
<td>39</td>
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</tr>
<tr>
<td>43</td>
<td>$250,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* default cover is only valid if you choose to opt-in

Individual member
If you join the Fund without an employer that makes contributions for you, or if you leave your employer sponsor but retain your membership with the Fund, you will become an individual member.

Self-employed members in any industry are individual members.

Individual members enjoy the same level of cover and premium rates as employer sponsored members.

Category E Default Cover Eligibilities
To be eligible for Category E Default Death and TPD insurance cover, you must be PMIF eligible and:

- be between age 15 and 64,
- have not been paid or are payable a Terminal Illness, TPD or similar benefit from another superannuation fund, and
- have not received, or are eligible to receive, a benefit or has claimed for a benefit form the Fund or another superannuation fund, on the basis of a terminal medical condition or permanent incapacity.

For employer sponsored members, you must also:

- If you are an employer sponsored member the default cover you will receive from the date cover starts will be Limited Cover until you have been At Work for 30 consecutive days, at which time the Limited Cover restriction will be removed.

If you are an individual member, the default cover you receive will be Limited Cover for a period of 24 months. The Limited Cover restriction will be removed from the date when you have first been At Work for 2 consecutive months following the end of that 24 month period.

Note: PMIF eligible means a person who is at least 25 years of age and over, unless they are a PMIF exempt member, and have an account with the Fund that has been equal to or greater than $6,000 on or after 1 November, unless they are a PMIF exempt member.

Double cover for new employer sponsored members
If you an employer sponsored member who receives default cover, you can apply to double your level of default cover without underwriting.

If you wish to take this option, please complete the Insurance Application and Variation form within 120 days of starting work with your employer. The same Limited Cover condition applies if you are not ‘At Work’ on the date your default cover starts.

This option is not available for individual members.

Members change from Category A to Category E
If you are a Category A member who ceases employment with your employer, you will be treated as a Category E

---

1 Limited Cover means that you are covered only for death or disablement arising from a sickness that becomes apparent, or an injury that ours, on or after the date cover commenced.
member from the date your employment ceases and your cover will continue from that date but will be subject to the terms and conditions of Category E.

If you are a Category A member who becomes self-employed, you will be treated as a Category E member from the date you became self-employed and your cover will continue from that date but will be subject to the terms and conditions of Category E. However, cover will not be transferred to Category E if you are applying for or are entitled to claim a benefit under these Category A provisions prior to becoming self-employed.

If you change from a Category A member to a Category E member, you will not be entitled to default cover. The cover you will receive will be the same type and amount of the cover as you held as a Category A member prior to the change of categories.

How much will Category E Default Insurance cover cost

Premiums for Category E Default cover will depend on your age, gender and occupation which are set out in Table 3 on page 14.

Voluntary insurance Cover

Apply for Death & TPD Cover

To apply for voluntary insurance, you should complete the Insurance Variation and Increase – Group Death and TPD cover form. This form can be obtained from Client Services on 1800 359 686 or can be downloaded from our website at www.lesf.com.au.

All voluntary cover is subject to underwriting and acceptance by the Insurer, and will come into effect when we notify you in writing that the Insurer has accepted your application. We will also notify you if the cover is subject to a condition, restriction or premium loading.

Voluntary cover for Category A members

Voluntary cover for Category A members is unitised, that means, based on your age, your requested cover amount will be converted into a number of units in accordance with Table 1 on page 6.

The maximum cover amount is $5 million for death and $3 million for TPD.

The cost of the Voluntary death & TPD cover for Category A members is $1.16 per week per unit; for death only cover is $0.70 per week per unit.

Voluntary cover for Category D members

Voluntary cover for Category D members is unitised, that means, based on your age, your requested cover amount will be converted into a number of units.

The maximum cover amount is $1 million for death, Terminal Illness, and TPD cover.

The cost of the Voluntary death & TPD cover for Category D members is $4.37 per week per unit; for death only cover is $2.74 per week per unit.

Voluntary cover for Category E members

Voluntary cover for Category E members is fixed cover and subject to underwriting and acceptance by the Insurer.

The maximum cover amount is $3 million for death & TPD.

The cost of the Voluntary cover for Category E members is based on the premium rates set out in the Table 3 on page 14.

Transferring an existing Death and TPD insurance policy to LAMS

You may be able to transfer existing Death and TPD insurance cover from another superannuation fund to LAMS provided you meet eligibility conditions, subject to the maximum cover limit.

To be eligible:

- your existing cover from another super fund has ceased when your cover with LAMS commences and you have agreed to waive any right or entitlement to continue your existing cover, whether pursuant to a continuation option or otherwise,

- at the time of requesting the transfer you:
  - have not received,
  - have not been admitted for, and
  - are not eligible for: a Total and Permanent Disablement benefit from the existing cover,

- the Insurer is satisfied, on medical or other evidence, that at the date of application you have not been diagnosed with an illness that reduces your life expectancy to less than 12 months,

- you are At Work at the time of applying for the transfer,

- you can provide evidence satisfactory to the Insurer of the type and amount of the existing cover on the day before your cover commenced,

- the requested transferred amount will not exceed the Maximum Cover Limit, and

- you have completed, to the Insurer’s satisfaction, the application or other documents we prescribe for this purpose.

Where all of the above requirements have been met, cover will commence from the date the Insurer accepts your transfer application as long as your Account balance is sufficient to pay the monthly Premium.

Where any of the requirements are not met, no transfer of cover can occur and the cover will then be subject to underwriting and acceptance by the Insurer.
How to apply to transfer cover

1. Obtain and complete the Insurance Transfer form, this form is available via the Secure Online Portal, or by calling us on 1800 359 686,
2. Obtain relevant evidence (refer to above eligibility conditions), and
3. Send your form and evidence to: LAMS, PO Box 1282, Albury NSW 2640.

The transfer of your existing insurance is subject to review by the Insurer. LAMS 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 of cover being transferred will be applied,
- any exclusion or special conditions under your existing cover may apply to the transferred cover.
- for Category A members, the transferred amount will be converted into units of cover to provide you with the nearest amount of cover,
- the Death cover, or, if applicable, Death and TPD cover provided will be at least the same amount of cover you had under your existing cover on the day before the transfer, and
- premiums will be deducted from your LAMS account and based on premium rates detailed in the Table 1 on page 6 (for Category A members) or Table 3 on page 14 (for Category E members).

Life Events Increase Option for Category E members

You can apply to increase your existing insurance cover without providing medical evidence in the event you have a personal event described below. These personal events are known as Life Events and are:

- marriage,
- divorce,
- the birth of a child,
- the adoption of a child,
- your child turning 12,
- your child commencing education in private school,
- you turning 30,
- you effecting a mortgage on the purchase of a primary residence or increasing your existing first mortgage for the purposes of building or renovating the home.

The amount of cover you can apply for is the lesser of:

- $100,000
- 25% of the current sum insured

To be eligible:

- you must be a LAMS Category E member,
- you make the application to increase your cover as a result of a Life Event within 45 days of the date upon which a Life Event occurred,
- you must be At Work on the date you make the application to increase your cover as a result of a Life Event,
- you can only:
- increase your cover once in any 12-month period,
- increase your cover by a maximum of three Life Event increases since becoming a member of LAMS,
- any application to increase in TPD cover, must be restricted to the increase in the level of death cover.
- you provide satisfactory proof that the Life Event has taken place and of the date it took place,
- you must not have previously made, lodged a claim or be eligible to make a claim under this policy or any other life insurance policy with any company,
- you have not previously had an application for cover, or an increase in cover, declined by the Insurer,
- you must be under age 65 at the date of applying, and
- your existing cover must not be subject to any individual loadings, restrictions or exclusions.

Cover will commence from the date we advise you in writing.

Any additional cover which comes into force as a result of a Life Event occurring will be subject to Exclusions and to the same individual conditions, restrictions, exclusions and premiums loadings that apply to your existing cover, if any.

Upon the acceptance of your Life Event Increase application, the amount of the premium payable will be recalculated to reflect the increase in cover according to the premium rates set out in Table 3 on page 14.

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

1. Obtain and complete the Life Event Increase form, this form is available via the Secure Online Portal, or by calling us on 1800 359 686,
2. Obtain the required proof of event, and
3. Send your form and supporting documents to: LAMS, PO Box 1282, Albury NSW 2640.
Interim Accident Cover

Interim Accident Cover is provided when you apply for voluntary cover and while the Insurer is considering your application.

The benefit under the Interim Accident Cover is payable if the death or the TPD is a result of an Accident that happens during the interim accident cover period. In addition, the death or the Date of Disablement must occur within 120 days of the Accident. The benefit will be the amount of cover or additional cover you requested, as applicable. However, this benefit will not exceed $1,000,000. Benefit under interim Accident cover is payable only once.

Interim accident cover will start on the date we are notified in writing of your request for the cover and will end on the earliest of the following dates:

- the date you withdraw your request for the cover,
- the date the Insurer accepts your request for the cover on standard or special terms,
- the date the Insurer rejects your request for the cover,
- the date we notify you in writing that the interim accident cover is cancelled,
- 120 days from the date we are notified of your request for the cover, and
- the termination of this policy.

If you are entitled to make an interim accident claim, your request for cover or additional cover will be automatically cancelled.

Calculating your Death and TPD cover premiums

**Example of a 37 year old Category A member requesting additional death only cover**

1. White down your additional cover type and amount | $650,000 Death only
2. In Table 1, move down the row until you are in line with your age next birthday | 38
3. Write down the cover amount per unit | $85,500
4. Convert the requested amount to unit: divide 1) by 3) | 650,000 / 85,000 = 7.6 units
5. Allocated units rounded up | 8 units
6. Work out the actual additional cover: multiply 5) by 3) | $85,000 x 8 = $684,000
7. Work out the premium on the additional death cover: multiply 5) by $0.70 | 8 x $0.70 = $5.60 per week

**Example of a 25 year old male white collar Category E member requesting death & TPD voluntary cover**

1. Write down your requested cover type and amount | $500,000 Death & TPD
2. In Table 3, move down the row until you are in line with your age next birthday, gender and cover type | 26, male, Death & TPD
3. Note the annual premium per $1,000 sum insured | $2.53
4. Work out the premium for the voluntary cover: multiply 3) by 1), then divide by 1,000 | $500,000 x $2.53 / 1000 = $1,265
5. Note your occupation category and factor | White Collar 57.14%
6. Work out the final annual premium: multiply 4) by 5) | $1,265 x 57.14% = $722.82

Cessation of Death and TPD cover

Death and TPD insurance cover will end as soon as one of the following happens:

- the date any benefit becomes payable,
- the date that a TPD benefit is paid or becomes payable. Where your death cover is greater than the TPD cover, the remaining death cover will continue until the occurrence of any other cessation provision,
- the date you reach the Cover Expiry Age,
- the date you cease to be a member of the Fund,
- the date you request cancelation of the cover in writing,
- the date you join any armed forces, other than the Australian Armed Forces Reserve (Category A members only),
- the date the policy terminates,
- if your account has been inactive for a continuous period of 16 months (regardless of whether such a continuous period commenced before or after 1 July
2019), and you are not an PYS Exempt Member, cover will cease on the last day for which premiums have been paid up to (having regard to the last premium deduction from your account), immediately following the continuous period of 16 months, 

- the last day of the month in respect of which the last premium deduction is made from your account, if there is insufficient money in the account to meet premiums.

For Category E members, the Insurer will pay the benefit if you die within 60 days after you cease to be a member of the Fund. The amount of the benefit payable will be equal to your death cover in force when the cover ceased.

Note: On 1 April 2020 cover will cease for an insured member who on or after 1 November 2019, has not had an account balance with the Fund that was equal to or greater than $6,000, and is not a PMIF exempt member.

**Reinstatement of cover**

Reinstatement of cover is subject to underwriting and acceptance by the Insurer.

**Reinstatement of cover for Category A members**

If you are a Category A member, your ceased cover will recommence if:

- your cover ends due to non-payment of premiums, and
- an employer contribution is subsequently made within 6 months from the end of the month that cover ceased.

The same type and amount of the cover you had immediately before you ceased to be covered will recommence from the commencement of the period for which the employer contribution was made for the lesser of:

- the insured cover you had immediately before cover ceased, or
- 4 units of death and TPD cover (if you had death and TPD cover prior to cover ceasing) otherwise 4 units of death cover only.

If you are not At Work on the date your insured cover is reinstated, you will receive Limited Cover until you are again At Work.

If cover for an Insured Member ceases as the member is not a PMIF exempt member, and within 90 days of cover ceasing, the Insured Member has:

- notified you of their request to have their cover recommence; and
- elected in writing for their cover to recommence from the date it ceased despite their account having an account balance below $6,000;

then the cover the insured member had will recommence from the date cover ceased, subject to the backdated payment of premiums. For the avoidance of doubt, any premium loadings, exclusions, special conditions or restrictions (including if the insured member’s cover was limited cover) which applied to the insured member’s cover immediately prior to cover ceasing will continue to apply to the cover which recommences under this condition.

**Reinstatement of cover for Category D members**

If you are a Category D member, your ceased cover will recommence if:

- your cover ends due to non-payment of premiums, and
- an employer contribution is subsequently made within 6 months from the end of the month that cover ceased, or
- you make a contribution within 6 months from the end of the month that cover ceased which is sufficient to cover all premiums due in respect of the person’s cover.

- within 90 days of cover ceasing, you have
  - notified the fund of your request to have your cover recommenced, and
  - elected in writing for your cover to recommence from the date it ceased despite your account having been inactive for a continuous period of 16 months, or despite your account having an account balance below $6,000.

Then the cover you had will recommence from the date cover ceased, subject to the backdated payment of premiums. Any premium loadings, exclusions, special conditions (including if the members cover was limited cover) which applied immediately prior to cover ceasing will continue to apply to the cover.

**Reinstatement of cover for Category E members**

If you are a Category E member, your ceased cover will recommence if:

- your cover ends due to non-payment of premiums, and
- all premiums due have been paid within 120 days of the date cover ceased.

The same type and amount of the cover you had immediately before cover ceased will be reinstated from the date all premiums are paid.

If you are not At Work on the date your insured cover is reinstated, you will receive Limited Cover until you are again At Work.

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1 PYS Exempt Member is a member who has advised his or her election, in writing, that his or her insurance cover is to be maintained even if his or her account is inactive for a continuous period of 16 months.
within 90 days of cover ceasing, you have
  o notified the fund of your request to have your cover recommenced, and
  o elected in writing for your cover to recommence from the date it ceased despite your account having been inactive for a continuous period of 16 months, or despite your account having an account balance below $6,000.

Then the cover you had will recommence from the date cover ceased, subject to the backdated payment of premiums. Any premium loadings, exclusions, special conditions (including if the members cover was limited cover) which applied immediately prior to cover ceasing will continue to apply to the cover.
### Category E Death and TPD Insurance Premium Rates

#### Table 4: Category E Death & TPD Insurance Rate Table

Annual Blue Collar Premium Rates per $1,000 sum insured (including stamp duty).

<table>
<thead>
<tr>
<th>Age Next Birthday</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>D&amp;TDP</td>
<td>Death</td>
</tr>
<tr>
<td>16</td>
<td>$1.30</td>
<td>$1.10</td>
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<tr>
<td>17</td>
<td>$1.57</td>
<td>$1.37</td>
</tr>
<tr>
<td>18</td>
<td>$1.90</td>
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<tr>
<td>19</td>
<td>$2.16</td>
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<td>$2.09</td>
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<td>$2.63</td>
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<td>48</td>
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<td>$4.43</td>
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### Notes:

1. rates shown are for Blue Collar. Factors apply for other occupations as below

<table>
<thead>
<tr>
<th>Occupation Category</th>
<th>Death Only</th>
<th>Death and TPD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional</td>
<td>60.00%</td>
<td>51.43%</td>
</tr>
<tr>
<td>White Collar</td>
<td>66.67%</td>
<td>57.14%</td>
</tr>
<tr>
<td>Blue Collar</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

2. if you do not provide your occupation details, your premium payable will be based on Blue Collar occupation.

3. premiums are payable monthly in arrears and deducted monthly from your account and charged at the end of the month.
Continuation Option
If you are no longer covered by the Fund, you can ask the Insurer to provide death cover under a new individual policy, subject to the terms described in the ‘Death and TPD Insurance Terms and Conditions’ section.

4. Income Protection insurance cover (available for Category A members only)

Default Income Protection Cover
If you are eligible for Category A insurance, when you join LAMS, you will receive 35 units (each unit of cover is $100 of cover per month) of Default Income Protection insurance cover without any medical underwriting, provided you meet eligibility requirements, are aged 25 or over and have at least $6,000 in your account. This cover is subject to a maximum monthly benefit of 75% of your pre-disability income. In the event of a claim, the benefit will be paid after 30 days waiting period and last for a maximum of two years.

You may elect to commence default cover before meeting these automatic commencement conditions by contacting us on 1800 359 686.

You may elect to opt out of your Default Cover, or apply for a reduced monthly benefit at any time. However, any subsequent request to reinstate or increase cover will be subject to underwriting.

Default Cover Eligibilities
To be eligible for Category A Default Income Protection insurance cover, you must:

- be between age 14 and 64,
- be employed in the legal service industry, and
- become a member of the Fund within 120 days of first becoming eligible for membership of the Fund.

PMIF eligible. PMIF eligible means a person who:

- Is at least 25 years of age or over, unless they are a PMIF exempt member, and
- Has an account with the Fund, that has been equal to or greater than $6,000 on or after 1 November, unless they are a PMIF exempt member.

Warning:
Unless you say no to default insurance cover, decline the default cover or cancel it, the cost of default insurance cover will be deducted from your account automatically once your cover commences.

How much will Default Insurance cover cost
The cost of default income protection insurance cover is based on your age and gender which set out in the Table 4 on page 17.

Voluntary Income Protection Cover
To apply for voluntary insurance, you should complete the Insurance Variation and Increase – Group Income Protection cover form. This form can be obtained from Client Services on 1800 359 686 or can be downloaded from our website at www.lesf.com.au. The maximum benefit is $25,000 per month.

All voluntary cover is subject to underwriting and acceptance by the Insurer, and will come into effect when we notify you in writing that the Insurer has accepted your application. We will also notify you if the cover is subject to a condition, restriction or premium loading.

How much will Voluntary Insurance cover cost
The cost of voluntary income protection insurance cover is based on your age and gender which set out in the Table 4 on page 17.

Transferring an existing Income Protection insurance policy to LAMS
You may be able to transfer existing Income Protection insurance cover from another superannuation fund to LAMS provided you meet eligibility conditions, subject to the maximum monthly benefit.

To be eligible:

- you are employed in the legal service industry,
- your existing cover from another super fund has ceased when your cover with LAMS commences and you have agreed to waive any right or entitlement to continue your existing cover, whether pursuant to a continuation option or otherwise,
- at the time of requesting the transfer you:
  - have not received,
  - have not been admitted for, and
  - are not eligible for: a TPD benefit from the existing cover,
- the Insurer is satisfied, on medical or other evidence, that at the date of application you have not been diagnosed with an illness that reduces your life expectancy to less than 12 months,
- you are At Work at the time of applying for the transfer,
- you can provide evidence satisfactory to the Insurer of the type and amount of the existing cover on the day before your cover commenced,
- the requested transferred amount will not exceed the Maximum Monthly Benefit, and
- you have completed, to the Insurer’s satisfaction, the...
application or other documents we prescribe for this purpose.

Where all of the above requirements have been met, cover will commence from the date the Insurer accepts your transfer application as long as your Account balance is sufficient to pay the monthly Premium. Where any of the requirements are not met, no transfer of cover can occur and the cover will then be subject to underwriting and acceptance by the Insurer.

⚠️ Warning:

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.

How to apply to transfer cover
1. Obtain and complete the Insurance Transfer form, this form is available via the Secure Online Portal, or by calling us on 1800 359 686,
2. Obtain relevant evidence (refer to above eligibility conditions), and
3. Send your form and evidence to: LAMS, PO Box 1282, Albury NSW 2640.

The transfer of your existing insurance is subject to review by the Insurer. LAMS 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
- any exclusion or special conditions under your existing cover may apply to the transferred cover,
- the transferred amount will be converted into units of cover to provide you with the nearest amount of cover, but no less than your existing cover, and
- premiums will be deducted from your LAMS account and based on premium rates detailed in the Table 4 on page 17.

Interim Accident Cover

Interim Accident Cover is provided when you apply for voluntary cover and while the Insurer is considering your application.

The benefit under the Interim Accident Cover is payable if you become totally disabled as a result of an Accident that happens during the Interim Accident Cover period, provided your disability occurs within 120 days of the Accident.

The benefit payable will be the amount of cover or additional cover you requested, as applicable. However, this benefit will not exceed $25,000 per month. Benefit under Interim Accident Cover is payable only once. Interim Accident Cover will start on the date we are notified in writing of your request for the cover and will end on the earliest of the following dates:
- the date you withdraw your request for the cover,
- the date the Insurer accepts your request for the cover on standard or special terms,
- the date the Insurer rejects your request for the cover,
- the date we notify you in writing that the Interim Accident Cover is cancelled,
- 120 days from the date we are notified of your request for the cover, and
- the termination of this policy.

If you are entitled to make an interim accident claim, your request for cover or additional cover will be automatically cancelled.

Calculating your Income Protection premiums

<table>
<thead>
<tr>
<th>Example of a 34 years old male with Default and voluntary IP cover</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. White down your default cover amount</td>
</tr>
<tr>
<td>35 units = $3,500 per month</td>
</tr>
<tr>
<td>2. White down the voluntary cover amount requested</td>
</tr>
<tr>
<td>20 units = $2,000 per month</td>
</tr>
<tr>
<td>3. Work out the total cover amount:</td>
</tr>
<tr>
<td>add 1) and 2)</td>
</tr>
<tr>
<td>$3,500 + $2,000 = $5,500</td>
</tr>
<tr>
<td>4. In Table 4, move down the row until you are in line with your age next birthday and gender</td>
</tr>
<tr>
<td>35, male</td>
</tr>
<tr>
<td>5. Note the annual premium per $100 of monthly benefit</td>
</tr>
<tr>
<td>$3.71</td>
</tr>
<tr>
<td>6. Work out your annual premium:</td>
</tr>
<tr>
<td>multiply 3) by 5), then divide by 100</td>
</tr>
<tr>
<td>$5,500 x $3.71 / 100 = $204.05</td>
</tr>
</tbody>
</table>
## Income Protection Premium Rates

**Table 5: Income Protection Insurance Rate Table**

Annual premium rates per $100 of monthly benefit (including stamp duty).

<table>
<thead>
<tr>
<th>Age Next Birthday</th>
<th>Male</th>
<th>Female</th>
<th>Age Next Birthday</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>$2.94</td>
<td>$3.29</td>
<td>41</td>
<td>$5.17</td>
<td>$7.84</td>
</tr>
<tr>
<td>16</td>
<td>$2.94</td>
<td>$3.29</td>
<td>42</td>
<td>$5.48</td>
<td>$8.29</td>
</tr>
<tr>
<td>17</td>
<td>$2.97</td>
<td>$3.35</td>
<td>43</td>
<td>$5.82</td>
<td>$8.73</td>
</tr>
<tr>
<td>18</td>
<td>$3.01</td>
<td>$3.42</td>
<td>44</td>
<td>$6.16</td>
<td>$9.17</td>
</tr>
<tr>
<td>19</td>
<td>$3.05</td>
<td>$3.53</td>
<td>45</td>
<td>$6.53</td>
<td>$9.64</td>
</tr>
<tr>
<td>20</td>
<td>$3.09</td>
<td>$3.60</td>
<td>46</td>
<td>$6.95</td>
<td>$10.19</td>
</tr>
<tr>
<td>21</td>
<td>$3.13</td>
<td>$3.70</td>
<td>47</td>
<td>$7.46</td>
<td>$10.80</td>
</tr>
<tr>
<td>22</td>
<td>$3.18</td>
<td>$3.83</td>
<td>48</td>
<td>$8.03</td>
<td>$11.46</td>
</tr>
<tr>
<td>23</td>
<td>$3.21</td>
<td>$3.95</td>
<td>49</td>
<td>$8.64</td>
<td>$12.19</td>
</tr>
<tr>
<td>24</td>
<td>$3.23</td>
<td>$4.07</td>
<td>50</td>
<td>$9.32</td>
<td>$12.97</td>
</tr>
<tr>
<td>25</td>
<td>$3.25</td>
<td>$4.13</td>
<td>51</td>
<td>$10.09</td>
<td>$13.80</td>
</tr>
<tr>
<td>26</td>
<td>$3.18</td>
<td>$4.17</td>
<td>52</td>
<td>$10.96</td>
<td>$14.73</td>
</tr>
<tr>
<td>27</td>
<td>$3.12</td>
<td>$4.20</td>
<td>53</td>
<td>$11.88</td>
<td>$15.70</td>
</tr>
<tr>
<td>28</td>
<td>$3.08</td>
<td>$4.22</td>
<td>54</td>
<td>$12.91</td>
<td>$16.74</td>
</tr>
<tr>
<td>29</td>
<td>$3.08</td>
<td>$4.27</td>
<td>55</td>
<td>$14.00</td>
<td>$17.86</td>
</tr>
<tr>
<td>30</td>
<td>$3.12</td>
<td>$4.42</td>
<td>56</td>
<td>$15.18</td>
<td>$19.03</td>
</tr>
<tr>
<td>31</td>
<td>$3.18</td>
<td>$4.60</td>
<td>57</td>
<td>$16.44</td>
<td>$20.30</td>
</tr>
<tr>
<td>32</td>
<td>$3.29</td>
<td>$4.81</td>
<td>58</td>
<td>$17.90</td>
<td>$21.63</td>
</tr>
<tr>
<td>33</td>
<td>$3.42</td>
<td>$5.04</td>
<td>59</td>
<td>$19.56</td>
<td>$23.08</td>
</tr>
<tr>
<td>34</td>
<td>$3.55</td>
<td>$5.31</td>
<td>60</td>
<td>$21.43</td>
<td>$24.64</td>
</tr>
<tr>
<td>35</td>
<td>$3.71</td>
<td>$5.58</td>
<td>61</td>
<td>$23.50</td>
<td>$26.37</td>
</tr>
<tr>
<td>36</td>
<td>$3.90</td>
<td>$5.88</td>
<td>62</td>
<td>$25.75</td>
<td>$28.35</td>
</tr>
<tr>
<td>37</td>
<td>$4.12</td>
<td>$6.23</td>
<td>63</td>
<td>$23.15</td>
<td>$25.50</td>
</tr>
<tr>
<td>38</td>
<td>$4.35</td>
<td>$6.60</td>
<td>64</td>
<td>$19.28</td>
<td>$21.28</td>
</tr>
<tr>
<td>39</td>
<td>$4.60</td>
<td>$6.99</td>
<td>65</td>
<td>$11.62</td>
<td>$12.83</td>
</tr>
<tr>
<td>40</td>
<td>$4.88</td>
<td>$7.41</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
1. premiums are payable monthly in arrears and deducted monthly from your account and charged at the end of the month.
Cessation of Income Protection Cover

Income Protection insurance cover will end as soon as one of the following happens:

- the date any benefit becomes payable,
- the date you reach the Cover Expiry Age,
- the date you cease to be a member of the Fund,
- the date you request cancelation of the cover in writing,
- the date you join any armed forces, other than the Australian Armed Forces Reserve,
- 120 days from the date the last employer contributions were received,
- if your account has been inactive for a continuous period of 16 months (regardless of whether such a continuous period commenced before or after 1 July 2019), and you are not a PMIF exempt member\(^1\), cover will cease on the last day for which premiums have been paid up to (having regard to the last premium deduction from your account), immediately following the continuous period of 16 months,
- the last day of the month in respect of which the last premium deduction is made from your account, if there is insufficient money in the account to meet premiums.

Note: Cover will cease on 1 April 2020 for an insured member who:

- On or after 1 November 2019, has not had an account balance with the Fund that was equal to or greater than $6,000, and
- Is not a PMIF exempt member

Reinstatement of cover

Reinstatement of cover is subject to underwritten and acceptance by the Insurer.

Reinstatement of voluntary cessation

If you have reduced or cancelled your cover, your cover cannot be reinstated until the Insurer has accepted you for underwritten cover and we have notified you of the reinstatement of cover in writing.

Reinstatement of cover where account balance is insufficient

If:

- your cover ends due to non-payment of premiums or non-payment of employer contribution for 120 days, and
- an employer contribution is subsequently made more than 6 months from the end of the month that cover ceased.

The ceased cover will recommence from the beginning of the period in respect of which the employer contribution was made for the amount of disability cover you had immediately before you ceased to be covered.

If you are not At Work on the date your insured cover is reinstated, you will receive Limited Cover until you are again At Work.

Reinstatement of Inactive Members

If your cover ceases as a result of being an Inactive Member, and within 90 days of cover ceasing, if you have:

- notified us to have your cover recommenced, and
- elected in writing for your cover to recommence from the date it ceased despite, your account having been inactive for a continuous period of 16 months, or your account balance is less than $6,000,

then your cover will recommence from the date cover ceased, subject to the backdated payment of premiums. Any premium loadings, exclusions, special conditions or restrictions (including if your cover was Limited Cover) which applied to your cover immediately prior to cover ceasing will continue to apply to the cover which recommences under this condition.

If you have notified of your request to recommence cover after 90 days of cover ceasing as a result of being an Inactive Member and there has not been an election described above, cover can only recommence subject to the Insurer receiving an application in writing and any medical or other information which the Insurer may require for underwriting.

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\(^1\) PYS exempt member is a member who has advised his or her election, in writing, that his or her insurance cover is to be maintained even if his or her account is inactive for a continuous period of 16 months.
5. Protecting your superannuation package Act 2019 (PYSP)

The PYSP legislation came into effect on 1 July 2019, and has been implemented by the Australian Federal Government to protect Australians’ super savings from unnecessary erosion by fees and insurance costs.

What PYSP means for your Insurance

From 1 July 2019, the Trustee must stop providing insurance in your LAMS Account if you have not received money (any type of contribution) into your Account for the last 16 months.

Unless you have opted in to retain the Insurance cover held within your Account, your insurance cover must be cancelled.

From 1 July 2019, the Fund will communicate with you to inform you if you have not received money into your Account for 9, 12 and 15 months.

To retain insurance cover within your Account, you can:
- make a contribution to your Account, or
- complete and return an opt in election to maintain or reinstate your group and or retail insurance cover form. The form is located in the Secure Online Portal in the FAQ/Forms tab.

Putting Members’ Interests First ‘PMIF”

A PMIF exempt member is a person who is able to be provided with insurance cover despite the member having an account balance within the Fund of less than $6,000 or being under the age of 25 due to them:
- making a written election to take out or maintain cover despite their account balance being less than $6,000 in accordance with section 68AAB(2) of the superannuation Industry (Supervision) Act 1993 (Cth), or
- making out a written election to take out or maintaining cover despite being under the age of 25 years in accordance with section 68AAC(2) of the Superannuation Industry (Supervision) Act 1993 (Cth).

An opt in election to the Fund is a written election by a person to have default cover taken out even if the person is under age 25 or the person’s account balance in the Fund has not been equal to or greater than $6,000.

6. Making a Claim

You must notify the Fund in writing as soon as possible after you become aware of any claim. If you delay notifying a claim, and as a result the Insurer’s interests are prejudiced, the Insurer may be permitted not to pay the claim or to reduce the benefit in some circumstances under applicable laws.

You must provide any requirements the Insurer reasonably considers are necessary to properly assess the claim, at your expense.

Payment of any benefit (except for a death benefit) is conditional on you:
- undergoing any medical or other examination, and providing any information or authorities, that the Insurer reasonably requires during the continual assessment of the claim,
- complying with any medical treatment or rehabilitation program that is reasonable (income protection benefit only).

The Insurer will, in regards to the payment of any total and permanent disablement or terminal illness or income protection benefit:
- pay the medical costs of any medical examination required,
- pay the costs the Insurer approves for any other examination required,
- not pay the initial medical examination required to make a claim,
- not pay any other costs including fees incurred for travelling to an appointment or for non-attendance at an appointment arranged, and
- not pay the standard progress reports required to continue the benefit payments (income protection benefit only).

The benefit payable on Death or TPD will be your superannuation account balance plus any insured benefit.
7. Death and TPD Insurance Terms and Conditions

LAMS provides members with the opportunity to have Death or Death and Total and Permanent Disablement insurance through a Group Life Insurance Policy, issued to us by The Colonial Mutual Life Assurance Society Limited (the Insurer).

The information contained in this section is a summary of the terms and conditions. Full terms and conditions are contained in the Group Life Insurance Policy.

In this section, all references to The Policy are to the Group Life Insurance Policy. Terms not defined within this section are defined in the glossary of the Additional Information Guide.

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 it may consider appropriate, or refuse to provide cover to a member.

### Death and TPD Insurance Terms and Conditions

**Eligibility**

To be eligible to obtain cover under The Policy a person on or after the SFT date of 1 July 2020, their cover is due to commence or recommence must satisfy the eligibility criteria. The eligibility criteria is as follows:

- be at least 14 years old and less than the cover expiry age (and, if the person is less than 25 years of age they are a PMIF exempt member),
- the person is an employee of an employer,
- the person has an account balance with the Fund that has been equal to or greater than $6,000 on or after 1 November 2019 unless they are a PMIF exempt member, and
- conditions 2.22 and 2.2.3 of The Policy must not apply to them.

2.2.2 of The Policy - If an employer sponsored member:

- does not meet the eligibility criteria, or
- was employed by the employer on the day before the SFT date of 1 July 2020, but was not insured on that date, he or she
- is not entitled to default cover, and
- will not be covered as a Category A member under this policy unless the Insurer accepts the member for cover in writing.

2.2.3 of The Policy – A member is not eligible to obtain cover under this policy if either of the following apply to them:

- a terminal illness, total and permanent disablement or similar benefit has been paid or is payable in respect of the member under any insurance policy, whether that policy is owned by the member or another person (including the Fund or another superannuation scheme); or
- the member has received, or is eligible to receive, a benefit or has claimed for a benefit from:
  - the Fund, or
  - another superannuation scheme,
  - on the basis the Fund or scheme has found the member to suffer from a ‘terminal medical condition’ or ‘permanent incapacity’ as defined under the Superannuation Industry (Supervision) Act 1993 (Cth) or any legislation which replaces it.

Means a person who:

- is at least 25 years of age or over, unless they are a PMIF Exempt Member, and
- has an account with the Fund that has been equal to or greater than $6,000 on or after 1 November unless they are a PMIF Exempt Member.

**Accident**

means bodily injury caused solely and directly by accidental, external and visible means, independent of any other cause.

**Additional Death Benefit**

If:

- a benefit is payable on the total and permanent disablement of an insured member, and
- the insured member subsequently dies, and
- the amount of insured cover for death that applied for the insured member on his or her total and permanent disablement exceeded the amount that applied for total and permanent disablement,
<table>
<thead>
<tr>
<th><strong>Age Next Birthday</strong></th>
<th>Age next birthday is determined at the date you join the Fund and annually on the 1st day of July in each subsequent year.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Armed Forces Exclusion (Category E members only)</strong></td>
<td>The Insurer will not pay a benefit if the event giving rise to a claim is caused directly or indirectly by the insured member’s active service in the armed forces of any country or international organisation.</td>
</tr>
</tbody>
</table>
| **At Work** | means:  
  a) the member is actively performing all the normal duties and work hours of his or her usual occupation free from any limitation due to illness or injury and is not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits, or  
  b) the member:  
    i. is on employer approved leave for reasons other than illness or injury, and  
    ii. was, on the last working day for the member immediately before he or she commenced the employer approved leave:  
      • actively performing all the duties and work hours of his or her usual occupation with the employer free from any limitation due to illness or injury, and  
      • not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits.  
  A member who does not meet this definition is correspondingly described as being "not at work". |
| **Category A Member** | means the member is engaged in a White Collar occupation in the legal services industry, excluding self-employed. |
| **Category B Member** | Means a member was previously an uninsured non-Accrued Deposit Account (ADA) member of Macmahon Employees Super (MESF) |
| **Category C Member** | Means a member who was insured under MESF on the day before the SFT date and who transferred into the Fund under SFT or ADA transfer |
| **Category D Member** | Means either:  
  ■ an ADA MESF member, or  
  ■ a new Macmahon employee who joins the Fund after 30 October 2015 |
| **Category E Member** | means either:  
  ■ a new member of the Fund except those who are legal services employees or employees of Macmahon Holdings (Category A, C or D members),  
  ■ a Category A member who becomes self-employed and is transferred into Category E. |
| **Commencement of Default Cover** | **Category A members**  
Default cover will commence:  
■ when a person on the date the cover is due to commence or recommence satisfies Eligibility criteria:  
  o is at least 14 years old and less than cover expiry age, and if less than 25 years of age they are a PMIF Exempt Member),  
  o has an account balance of at least $6,000, on or after 1 November 2019 unless they are a PMIF Exempt Member, or  
**Category D members**  
Default cover will start for the eligible category D member on:  
■ the date on which the person satisfies the eligibility criteria if an employer contribution is received within 120 days prior to that date. Otherwise,  
■ the default cover will commence on the date an employer contribution in respect of the
person is received by you after the eligibility criteria is satisfied.

Note: Category B and C members will not be eligible to receive cover.

**Category E members**

Default cover will begin from the later of:
- the date on which the person satisfies the eligibility criteria if an employer contribution is received within 120 days prior to that date. Otherwise,
- the default cover will commence on the date an employer contribution in respect of the person is received by you after the eligibility criteria is satisfied.
- If a Category E members satisfies eligibility criteria, and makes an opt-in election within 120 days of the date of their welcome letter, default cover will commence on the date the person’s opt-in election is received.

Note: a member who changes from category A to category E will not be entitled to default cover and the amount of their cover they transfer will be determined under Transfer of Cover terms.

### Continuation Option Terms

If you are no longer covered by the Fund, you can ask the Insurer to provide death cover under a new individual policy, if all of the following circumstances are satisfied:
- you are no longer an employee of the employer (Category A members only),
- you are no longer a member of the Fund,
- you are less than 60 years of age at the time your cover ends,
- no benefit is, or is about to be, payable and no circumstances exist, would result in a benefit being payable,
- the premium payable is not overdue at the time that cover ends,
- the Insurer’s minimum policy issue requirements are met,
- you do not join any armed forces (other than the Australian Armed Forces Reserve) prior to the date the individual policy is issued,
- The Insurer’s underwriting requirements for occupation and pastimes are met (Category A members only), and
- application and correct premium are received within 60 days of cover ending.

The death cover under the individual policy will be issued:
- under a new individual policy owned by you that provides benefits no greater than those provided to you as a member of the Fund,
- at the level of death cover which the Insurer has accepted at the date cover ended,
- on the terms and at the premium rates current for the individual policy at the time it is issued, and
- with the same loadings and exclusions that applied to your cover.

If you exercise this option you will not be eligible for any future cover under this policy, unless the insurer agrees in writing.

### Cover Expiry Age

| Category A & E - Death Benefit or Terminal Illness Benefit: Date the member attains age 70. |
| Category A & E - Total and Permanent Disablement Benefit: Date the member attains age 70 (Category A members), or 65 (Category E members). |
| Category C member – age 65 |
| Category D member – age 56 |

### Death Benefit

The Insurer will pay a benefit if an insured member dies. The benefit the Insurer pays will be equal to the insured member’s in force death cover as at the date of death.

### Date of Disablement

means the later of:
- the date on which the sickness or injury that was the principle cause of the member’s disablement commenced or occurred, and
- the date the member ceased all work.
However, where a member participates in a rehabilitation program and this is unsuccessful within 12 months from the date he or she was last at work, the date of disablement will be the date that would have applied if the member had not participated in the rehabilitation program. The date of disablement must occur while the member is covered under this policy.

<table>
<thead>
<tr>
<th><strong>Default Cover</strong></th>
<th>Means the cover provided to a Category A, D and E member in accordance with The Policy.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employer</strong></td>
<td>means an employer of the member and from whom the Fund is accepting contributions to the Fund in respect of an insured member.</td>
</tr>
<tr>
<td><strong>Employer Sponsor (Category A)</strong></td>
<td>has the meaning set out in the Superannuation Industry (Supervision) Act 1993 and as it applies to the Fund means an employer sponsor in the legal services industry.</td>
</tr>
<tr>
<td><strong>Employer Sponsored Member (Category E)</strong></td>
<td>means a person who is an employee of an employer and has been accepted as member of the Fund.</td>
</tr>
<tr>
<td><strong>PYS Exempt Member</strong></td>
<td>A member who has advised the Fund of their election, in writing, that their insurance cover is to be maintained even if their account is inactive for a continuous period of 16 months.</td>
</tr>
<tr>
<td><strong>Full Time Basis</strong></td>
<td>At least 35 hours per week.</td>
</tr>
<tr>
<td><strong>Inactive</strong></td>
<td>In relation to a member’s account, has the meaning described in section 68AAA(3) of the Superannuation Industry (Supervision) Act 1993 (Cth).</td>
</tr>
<tr>
<td><strong>Inactive Member</strong></td>
<td>means the insured member’s account has been inactive for a continuous period of 16 months (regardless of whether such a continuous period commenced before or after 1 July 2019) and they are not an PYS exempt member.</td>
</tr>
<tr>
<td><strong>Insured Cover</strong></td>
<td>The amount of and type of cover in force in respect of an insured member from time to time. Despite any other condition the insured cover for an insured member will not exceed the Maximum Cover Limit.</td>
</tr>
<tr>
<td><strong>Insured Member</strong></td>
<td>A person who, at the relevant time, is a member of the Fund and who has been accepted by the Insurer for cover under this policy and whose cover has not ceased.</td>
</tr>
</tbody>
</table>
| **Limited Cover** | The insured member is only covered for death or total and permanent disablement arising from:  
• a sickness that becomes apparent, or  
• an injury that occurs,  
on or after the date cover commenced or most recently commenced for the member under this policy. |
| **Maximum Accident Cover** | The maximum accident cover is $1,000,000. |
| **Maximum Cover Limit** | **Category A members:**  
Death Cover and Terminal Illness Cover - $5million  
Total and Permanent Disablement Cover - $3million  
**Category D members**  
• Death Cover - $1 million  
• Terminal Illness - $1 million  
• TPD Cover - $1 million  
**Category E members:**  
Death Cover and Terminal Illness Cover - $3million  
Terminal Illness Cover - $3million  
Total and Permanent Disablement Cover - $3million |
| **Medical Practitioner** | means a person, acceptable to the Insurer, who is registered and practising as a medical practitioner in Australia other than:  
• the insured member,  
• the insured member’s spouse or partner, parent, child or sibling, and  
• the insured member’s business partner, associate or employee. |
<table>
<thead>
<tr>
<th>Occupation category (Category E only)</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional</td>
<td>Means white collar workers with tertiary qualifications or whose job role would normally be one where a tertiary qualification is required. Examples of such occupations are legal practitioner, medical practitioner, accountant (CPA) or general manager of a large company.</td>
</tr>
<tr>
<td>White Collar</td>
<td>Means sedentary occupations (for at least 90% of the time) that are office based with no manual work, such as clerical roles, professional or administrative roles such as architect, accountant, computer analyst, lecturer, social worker, administrator or clerk.</td>
</tr>
<tr>
<td>Blue Collar</td>
<td>Means fully qualified, skilled trades people of various occupations who perform light to medium manual work, such as qualified electricians, qualified plumbers, or chefs. It may also include white-collar type occupations where the member performs more than 10% of their duties outside the office environment.</td>
</tr>
</tbody>
</table>

| Only One Benefit Payable            | Except when the Additional Death Benefit applies, a benefit is payable only once for an insured member and the Insurer will only pay a benefit for one of the insured events covered, namely the insured member’s death or terminal illness or, if applicable, total and permanent disablement. |
| Opt In Election                     | A written election by a person to have default cover taken out even if the person is under age 25 or the person’s account balance in the Fund has not been equal to or greater than $6,000. |
| PMIF                                | Putting Member’s’ Interests First                                                                                                                                                                           |
| PMIF Exempt Member                  | Means a person in respect of whom you are permitted to provide insurance cover to despite the person having an account balance within the Fund of less than $6,000 or being under age 25 (as applicable) due to any of the following:  
  - the person has made a written election to take out or maintain cover despite their account balance being less than $6,000 in accordance with section 68AAB (2) of the *Superannuation Industry (Supervision) Act 1993 (Cth)*; or  
  - the person has made a written election to take out or maintain cover despite being under the age of 25 years in accordance with section 68AAC (2) of the *Superannuation Industry (Supervision) Act 1993 (Cth).* |
| PYS                                 | means Protecting Your Superannuation Package Act 2019                                                                                                                                                        |
| Self-harm Exclusion (Category E only) | For underwriting cover and Life Events Option, the Insurer will not pay a benefit under this Policy on account of an insured member’s:  
  - death if in the Insurer’s opinion it arises, directly or indirectly, as a result of the insured member’s:  
    - suicide, or  
    - self-inflicted injury, action or infection;  
    - and it occurs within 13 months of the insured member’s underwritten death cover commencing, recommencing or increasing (as applicable); or  
  - terminal illness or total and permanent disablement if in the Insurer’s opinion it arises, directly or indirectly, out of the insured member’s:  
    - self-inflicted injury, action or infection, or  
    - attempt at suicide;  
    - and it occurs within 13 months of the insured member’s underwritten death cover or total and permanent disablement cover commencing, recommencing or increasing (as applicable).  
Where this Self-Harm Exclusion applies to an increase in the insured member’s cover, only that part of the benefit which is referable to the increase will not be paid. |
| Terminal Illness                    | means a person suffers from an illness which:  
  - a medical practitioner, specialising in the person’s illness and a medical practitioner acceptable to the Insurer certifies in writing will despite reasonable... |
medical treatment lead to the person’s death within 12 months of the date of the certification, and
b) the Insurer is satisfied, on medical or other evidence, will despite reasonable medical treatment lead to the person’s death within 12 months of the date of the certification referred to in paragraph (a).

The date of the certifications referred to in paragraph (a) must take place, while the person is insured under this policy.

Terminal Illness Benefit

If an insured member has death cover, the Insurer will pay a benefit on the terminal illness of the insured member. The amount of the benefit the Insurer pays will be equivalent to the amount the benefit the Insurer would pay in the event of the death of the insured member.

An insured member is totally and permanently disabled if one of the following paragraphs (a), (b), (c) or (d) applies:

a) Members engaged in employment
If an insured member was immediately prior to the date of disablement engaged in employment or had been working for a period of at least 6 consecutive months total and permanent disablement means either:

i. an illness, accident or injury results in he or she being continuously absent from employment for at least six consecutive months commencing prior to his or her sixty fifth birthday, and the Insurer has determined that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience, or

ii. loss by physical separation of two limbs or the complete an irremediable loss of the sight of both eyes or the loss by physical separation of one limb and the complete and irremediable loss of the sight of one eye (limb means at least entire hand or entire foot) and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

b) Members not working for 6 consecutive months
Where the insured member has not been working for 6 consecutive months (for reasons other than sickness or injury) prior to the date of disablement, total and permanent disablement means either:

i. a member is totally and permanently disabled if while the member is covered under this policy as a result of sickness or injury, he or she is unlikely to ever be able to perform at least 2 of the 5 specified Activities of Daily Living (ADL), on the basis of medical and other evidence satisfactory to us, even with the use of a prosthetic device, mechanical and or other machine or equipment, without the “hands-on” help of another person and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

Where Activities of Daily Living (ADL) means: Dressing, Toileting, Mobility, Continence and Feeding as described below.

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 and out of bed or a chair
Continence – the ability to control bowel and bladder function
Feeding – the ability to get food from a plate into the mouth

or

ii. loss by physical separation of two limbs or the complete an irremediable loss of the sight of both eyes or the loss by physical separation of one limb and the complete and
irremediable loss of the sight of one eye (limb means at least entire hand or entire foot) and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training and experience.

c) Members unemployed for a continuous period of 12 months

If an insured member was unemployed prior to the date of disablement and had been unemployed for a continuous period of 12 months total and permanent disablement means either:

i. while the member is covered under this policy as a result of sickness or injury, he or she is unlikely to ever be able to perform at least 2 of the 5 specified Activities of Daily Living (ADL), on the basis of medical and other evidence satisfactory to us, even with the use of a prosthetic device, mechanical and or other machine or equipment, without the “hands-on” help of another person and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

Where Activities of Daily Living (ADL) means: **Dressing, Toileting, Mobility, Continence and Feeding** as described below.

**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 and out of bed or a chair

**Continence** – the ability to control bowel and bladder function

**Feeding** – the ability to get food from a plate into the mouth

or

ii. loss by physical separation of two limbs or the complete an irremediable loss of the sight of both eyes or the loss by physical separation of one limb and the complete and irremediable loss of the sight of one eye (limb means at least entire hand or entire foot) and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training and experience.

d) Members aged 65 or over

For an insured member who is aged 65 but less than the cover expiry age total and permanent disablement means as a result of sickness or injury, he or she is unlikely to ever be able to perform at least 2 of the 5 specified Activities of Daily Living (ADL), on the basis of medical and other evidence satisfactory to us even with the use of a prosthetic device, mechanical and or other machine or equipment, without the “hands-on” help of another person and the Insurer is satisfied that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

Where Activities of Daily Living (ADL) means: **Dressing, Toileting, Mobility, Continence and Feeding** as described below.

**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 and out of bed or chair

**Continence** – the ability to control bowel and bladder function

**Feeding** – the ability to get food from a plate into the mouth.

An insured member is totally and permanently disabled if one of the following paragraphs (a), (b) or (c) applies:

- **a) Members working more than 15 hours per week for 13 consecutive weeks**
  
  Where an insured member was working 15 hours or more per week in the 13 week period immediately prior to the injury, sickness or disease giving rise to a claim, total and permanent disablement means either:
i. an illness, accident or injury results in he or she being continuously absent from employment for at least six consecutive months commencing prior to his or her sixty fifth birthday, and the Insurer has determined that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience, or

ii. loss by physical separation of two limbs or the complete an irremediable loss of the sight of both eyes or the loss by physical separation of one limb and the complete and irremediable loss of the sight of one eye (limb means at least entire hand or entire foot) and the Insurer has determined that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

b) Members working less than 15 hours per week for 13 consecutive weeks

Where an insured member was working less than 15 hours per week in the 13 weeks period immediately prior to the injury, sickness or disease giving rise to a claim, total and permanent disablement means either:

i. A member is totally and permanently disabled if while the member is covered under this policy as a result of sickness or injury, he or she is unlikely to ever be able to perform at least 2 of the 5 specified Activities of Daily Living (ADL), on the basis of medical and other evidence satisfactory to us, even with the use of a prosthetic device, mechanical and or other machine or equipment, without the “hands-on” help of another person and the Insurer has determined that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

Where Activities of Daily Living (ADL) means: Dressing, Toileting, Mobility, Continence and Feeding as described below.

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 and out of bed or a chair

Continence – the ability to control bowel and bladder function

Feeding– the ability to get food from a plate into the mouth

or

ii. loss by physical separation of two limbs or the complete an irremediable loss of the sight of both eyes or the loss by physical separation of one limb and the complete and irremediable loss of the sight of one eye (limb means at least entire hand or entire foot) and the Insurer has determined that he/she is unlikely to ever be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

c) Members carrying out full-time unpaid domestic duties

This definition only to an insured member who is not an Employer Sponsored member.

Where an insured member was carrying out Normal Physical Domestic Household Duties on a full-time basis immediately prior to the injury, sickness or disease giving rise to a claim, total and permanent disablement means:

i. A member is totally and permanently disabled if while the member is covered under this policy as a result of sickness or injury, he or she is unlikely to ever be able to perform at least 2 of the 6 specified Normal Physical Domestic Household Duties and the Insurer has determined that he/she is unlikely ever to be able to engage in any remunerative work for which he/she is reasonably fitted by education, training or experience.

For the purpose of this definition, a Normal Physical Domestic Household Duty means:

- cleaning the family home,
- shopping for food and household items,
- meal preparation and laundry services,
- leaving the house without the assistance of another person,
- looking after dependent child/children under 16 years of age or in full time secondary education, where applicable, or
- providing full time care for a disabled person(s) who is a member of their immediately family, where applicable.

If the insured member is able to perform the Normal Physical Domestic Household Duties with the assistance of another person or with the use of assistive devices, they are deemed to be able to perform these duties. The insured member must be under the regular care and attention and following the advice of a Medical Practitioner for that injury or illness.

Evidence that the insured member carried out the duties on a daily basis prior to their period of disability will be required.

<table>
<thead>
<tr>
<th>Total and Permanent Disablement Benefit</th>
<th>If an insured member has total and permanent disablement cover, the Insurer will pay a benefit on the total and permanent disablement of the insured member. The benefit the Insurer pays will be equal to the insured member’s in force total and permanent disablement cover as at their date of disablement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>War</td>
<td>Includes any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.</td>
</tr>
<tr>
<td>War Exclusions</td>
<td>The Insurer will not pay a benefit for a member if the member’s death or total and permanent disablement is caused directly or indirectly by an act of war that happens outside Australia, unless the Insurer agrees in writing to specifically provide cover for this event for the member before he or she leaves Australia. However, this does not exclude the payment of benefit for an insured member if the insured member dies on war service.</td>
</tr>
<tr>
<td>War Service</td>
<td>Has the same meaning as that expression has for the purposes of the Life Insurance Act 1995 (Cth).</td>
</tr>
<tr>
<td>White Collar (Category A only)</td>
<td>Means where the duties of a member’s occupation are limited to professional, managerial, administrative, clerical, secretarial, or similar and do not involve manual work and are undertaken entirely within an office environment.</td>
</tr>
<tr>
<td>Worldwide cover</td>
<td>Cover for an insured member under this policy applies outside Australia. However, the Insurer may require an insured member to return to Australia at the insured member’s expense for assessment of a total and permanent disablement claim as soon as medically possible.</td>
</tr>
</tbody>
</table>
8. Income Protection Insurance Terms and Conditions

LAMS provides members with the opportunity to have Income Protection insurance through a Group Income Protection Policy, issued to us by The Colonial Mutual Life Assurance Society Limited (the Insurer). The information contained in this section is a summary of the terms and conditions. Full terms and conditions are contained in the Group Income Protection Policy.

In this section, all references to the Policy are to the Group Income Protection Policy. Terms not defined within this section are defined in the glossary in the Additional Information Guide.

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 it may consider appropriate, or refuse to provide cover to a member.

<table>
<thead>
<tr>
<th>Income Protection Insurance Terms and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Accident</strong></td>
</tr>
<tr>
<td>means bodily injury caused solely and directly by accidental, external and visible means, independent of any other cause.</td>
</tr>
<tr>
<td><strong>Age Next Birthday</strong></td>
</tr>
<tr>
<td>Age next birthday is determined at the date you join the Fund and annually on the 1st day of July in each subsequent year.</td>
</tr>
<tr>
<td><strong>At Work</strong></td>
</tr>
<tr>
<td>means:</td>
</tr>
<tr>
<td>a) the member is actively performing all the normal duties and work hours of his or her usual occupation free from any limitation due to illness or injury and is not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits, or</td>
</tr>
<tr>
<td>b) the member:</td>
</tr>
<tr>
<td>i. is on employer approved leave for reasons other than illness or injury, and</td>
</tr>
<tr>
<td>ii. was, on the last working day for the member immediately before he or she commenced the employer approved leave:</td>
</tr>
<tr>
<td>• actively performing all the duties and work hours of his or her usual occupation with the employer free from any limitation due to illness or injury, and</td>
</tr>
<tr>
<td>• not entitled to or receiving income support benefits from any source including workers’ compensation benefits, statutory transport accident benefits and disability income benefits.</td>
</tr>
<tr>
<td>A member who does not meet this definition is correspondingly described as being “not at work”.</td>
</tr>
<tr>
<td><strong>Automatic Variation of Cover</strong></td>
</tr>
<tr>
<td>The amount of cover applying to an insured member can increase or decrease in line with the insured member’s income without the requirement to confirm the insured member’s annual salary or remuneration but any increase in the amount of cover that applies under this condition:</td>
</tr>
<tr>
<td>• will only apply if our written acceptance of the increase is not required,</td>
</tr>
<tr>
<td>• will only apply to the extent that it does not, during a financial year, result in the amount of cover applying to the insured member increasing in total by more than 25% of the amount which applied on the later of the date cover started or restarted for the insured member and the last 1 July of the year, and</td>
</tr>
<tr>
<td>• will only apply to the extent that it does not result in the amount of cover exceeding the maximum monthly benefit.</td>
</tr>
<tr>
<td>The premium payable for an insured member will be adjusted at 1 July each year to reflect the variation in the amount of cover.</td>
</tr>
<tr>
<td><strong>Benefit</strong></td>
</tr>
<tr>
<td>Every benefit:</td>
</tr>
<tr>
<td>• accrues from the date it starts until the date the benefit ends,</td>
</tr>
<tr>
<td>• if a benefit is payable for less than the whole month, the Insurer will pay 1/30 of the monthly amount of the benefit for each day the benefit is payable calculated for that part of the month for which it is payable, and</td>
</tr>
<tr>
<td>• is payable monthly in arrears.</td>
</tr>
<tr>
<td><strong>Benefit Payments Period</strong></td>
</tr>
<tr>
<td>2 years.</td>
</tr>
<tr>
<td><strong>Category A Member</strong></td>
</tr>
<tr>
<td>----------------------</td>
</tr>
</tbody>
</table>
| **Commencement of Default Cover** | Default cover will commence for a person who satisfies all eligibility criteria:  
  - if an employer contribution is received within 120 days prior to that date. Otherwise,  
  - cover will commence on the date an employer contribution in respect of the person is received by the Fund.  
  - If a person makes an opt-in election within 120 days of the date of their welcome letter, cover will commence on the date the Fund received the person’s opt-in election.  
  Note: The default cover a person receives from the date cover starts to the date the person is in active employment for 30 consecutive days is limited cover. |
| **Consumer Price Index** | means the latest consumer price index (All Capital Cities) published by the Australian Bureau of Statistics as at the effective date of the calculation under this policy. If the consumer price index is no longer published the Insurer will use another index similar to it. |
| **Continued Cover** | The continuation of cover for an insured member after termination of this policy, but only for total disablement (if the insured member had this type of cover under the policy on the termination date of the policy) arising from a sickness that became apparent or an injury that occurred on or before the termination date of the policy and that sickness or injury is the reason the insured member was not at work on the termination date of the policy. |
| **Cover after Policy Terminates** | If an insured member has cover on the date of termination of this policy and is not at work on that date, Continued Cover is provided for the insured member.  
Continued Cover for the insured member will end as soon as one of the following happens:  
  - the insured member has returned to work and continuously performed the normal duties and work hours of his or her occupation without any limitation due to sickness or injury for a period of 2 consecutive months and is not entitled to or receiving any workers’ compensation, rehabilitation benefits or other disability benefits for the whole of that period,  
  - the insured member has continuously worked for 6 consecutive months in a reduced or alternative bona fide position designated by an employer due to sickness or injury and is not entitled to or receiving any worker’s compensation, rehabilitation benefits or other disability benefits for the whole of that period,  
  - the Insurer makes a decision on any claim for the insured member,  
  - the person no longer satisfies the definition of member,  
  - the insured member reaches the cover expiry age |
| **Cover Expiry Age** | means the date the member attains age 65. |
| **Cover While on Leave Without Pay** | Cover will continue in respect of an insured member while they are on employer approved parental leave or leave without pay for a period of 3 years subject to the conditions of this policy. Cover will cease at the conclusion of the 3 year period unless the Insurer agrees to continue this cover in writing.  
The cover will only apply where the insured member’s employer is able to provide leave records which are sufficient to satisfy the Insurer that the insured member is on employer approved parental leave or leave without pay. These records shall at a minimum include details of:  
  - the date the insured member’s leave commences, and  
  - the insured member’s expected return to work date. |
| **Disabled/ Disability** | means partially disabled or totally disabled as applicable.  
Disability has a corresponding meaning. |
| **Disability Income** | The sum of:  
  - any income (other than benefits received under this policy) or commutation of income, paid or payable in respect of an insured member as a result of the insured member’s sickness or injury including: |
<table>
<thead>
<tr>
<th>Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. sick leave payments,</td>
<td></td>
</tr>
<tr>
<td>ii. paid parental leave payments,</td>
<td></td>
</tr>
<tr>
<td>iii. any amounts payable under legislation such as workers’ compensation</td>
<td></td>
</tr>
<tr>
<td>or motor accident compensation,</td>
<td></td>
</tr>
<tr>
<td>iv. any income earned by the insured member while disabled but excluding</td>
<td></td>
</tr>
<tr>
<td>any income actually earned by the insured member from the employer.</td>
<td></td>
</tr>
<tr>
<td>- in the Insurer’s opinion, any income the insured member could reasonably</td>
<td></td>
</tr>
<tr>
<td>be expected to earn in his or her occupation while disabled excluding any</td>
<td></td>
</tr>
<tr>
<td>income earned from the insured member’s employer.</td>
<td></td>
</tr>
<tr>
<td>Employer</td>
<td>An employer as defined in the Fund’s Trust Deed and from whom the Fund is accepting contributions in respect of an insured member.</td>
</tr>
<tr>
<td>Excluded Rehabilitation Program</td>
<td>Any program providing ‘hospital treatment’, ‘ancillary health services’ or deemed to be ‘health insurance business within the meaning of the Private Health Insurance Act 2007 (Cth), National Health Act 1953 or any other program which might cause this policy to cease to be exempt from the Private Health Insurance Act 2007 (Cth), National Health Act 1953 or Health Insurance Act 1973 or any succeeding legislation in connection with health insurance.</td>
</tr>
<tr>
<td>Exclusions</td>
<td>Benefits are not payable in respect of an insured member if a sickness, injury or medical condition is directly or indirectly caused by:</td>
</tr>
<tr>
<td>- intentional self-injury (whether or not sane at the time),</td>
<td></td>
</tr>
<tr>
<td>- normal pregnancy or childbirth, or</td>
<td></td>
</tr>
<tr>
<td>- war, or</td>
<td></td>
</tr>
<tr>
<td>- an insured member’s service in the armed forces of any country.</td>
<td></td>
</tr>
<tr>
<td>The Insurer will not make a payment under this policy if the payment would cause the Insurer to infringe the Private Health Insurance Act 2007 (Cth), Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth) or any succeeding legislation in connection with health insurance.</td>
<td></td>
</tr>
<tr>
<td>PYS Exempt Member</td>
<td>An insured member in respect of whom are permitted under section 68AAA (2) or section 68AAA (6) of the Superannuation Industry (Supervision) Act 1993 (Cth) to provide insurance cover despite the insured member’s account being inactive for a continuous period of 16 months, such as a person who has elected in writing that he or she is to be provided with insurance cover even in those circumstances.</td>
</tr>
<tr>
<td>Full Time Basis</td>
<td>At least 35 hours per week.</td>
</tr>
<tr>
<td>Inactive</td>
<td>In relation to a member’s account, has the meaning described in section 68AAA (3) of the Superannuation Industry (Supervision) Act 1993 (Cth).</td>
</tr>
<tr>
<td>Inactive Member</td>
<td>means the insured member’s account has been inactive for a continuous period of 16 months (regardless of whether such a continuous period commenced before or after 1 July 2019) and they are not an PYS exempt member.</td>
</tr>
<tr>
<td>Income</td>
<td>- If the insured member is employed on a casual basis, income means the average of the remuneration earned by the insured member over the most recent 12 months immediately prior to becoming disabled (or if the insured member has been employed for less than 12 months, over the insured member’s period of employment),</td>
</tr>
<tr>
<td></td>
<td>- Otherwise, income means the annual wages or salary last agreed between the insured member and his or her employer immediately before commencement of total disability.</td>
</tr>
<tr>
<td>Income Producing Duty</td>
<td>A duty of the insured member’s occupation immediately before he or she became disabled which generates 20% or more of the insured member’s income.</td>
</tr>
<tr>
<td>Indexation of Benefit Payments</td>
<td>If the Insurer is paying a disability benefit for an insured member, the monthly benefit will be increased by the percentage increase in the consumer price index at the end of each consecutive 12 month period for which benefits are payable, up to a maximum of 5%.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Insured Member</td>
<td>means a person who, at the relevant time, is a member of the fund and who has been accepted by the Insurer for cover under this policy and whose cover has not ceased.</td>
</tr>
<tr>
<td>Insured Percentage</td>
<td>75%</td>
</tr>
</tbody>
</table>
| Limited Cover                    | the member is only covered for disability arising from;  
- a sickness that becomes apparent, or  
- an injury that occurs,  
on or after the date cover commenced for the member under this policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Maximum Accident Cover           | $25,000 per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Maximum Benefit Payment Period   | The maximum time the Insurer will pay the monthly benefit for disability resulting from any one or related cause is the number of months in the benefit payment period. The number of months in the benefit payment period will include any months in which the monthly benefit is reduced or is calculated to be zero.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Maximum Monthly Benefit          | $25,000 per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Medical Practitioner             | means a person, acceptable to the Insurer, who is registered and practising as a medical practitioner in Australia other than:  
- the insured member,  
- the insured member’s spouse or partner, parent, child or sibling, and  
- the insured member’s business partner, associate or employee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Member                           | A person, who at the relevant time, is a member of the fund and a Category A member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Monthly Benefit                  | means the lesser of:  
- the number of units of cover in force under this policy in relation to the relevant insured member,  
- the monthly equivalent of 75% of the insured member’s pre-disability income, and  
- the maximum monthly benefit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Normal Pregnancy or Childbirth   | Normal and uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| One Benefit At a Time            | The Insurer will only pay benefits for an insured member for one disability at a time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Partially Disabled/Partial Disability | A person is partially disabled if he or she is not totally disabled but, because of illness or injury, he or she:  
- has been totally disabled for at least 14 days,  
- is unable to work in his or her own occupation at full capacity immediately after he or she became totally disabled because of the illness or injury that caused his or her total disability,  
- is working in his or her own occupation in a reduced capacity or working in another occupation;  
- earns a monthly income that is less than his or her pre-disability income, and  
- is under the regular care of, and following the advice of, a medical practitioner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Partial Disability Benefit       | a partial disability benefit is payable if an insured member is partially disabled immediately after the waiting period has ended.  
The amount of the partial disability benefit will be the partial monthly benefit reduced by the amount of disability income paid, or which is required to be paid, but will not exceed the maximum monthly benefit.  
The partial disability benefit starts the day after:  
- the waiting period has ended,  
- the insured member is no longer totally disabled, whichever is later.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
The partial disability benefit ends on the earliest of the following:
- the insured member is no longer partially disabled,
- the benefit payment period ends,
- the insured member reaches the cover expiry age,
- the insured member dies.

### Partial Monthly Benefit
The partial monthly benefit is the monthly benefit reduced by the following amount:

\[
\text{Current income} \times \text{monthly benefit}
\]

Pre-disability income

for each month the insured member is continuously partially disabled, where current income is the income the insured member earned working during the month with the employer for which the amount of the benefit that applies to them under this policy is being assessed.

### Pre-disability Income
is income divided by 12.

### PYS
Means Protecting Your Superannuation Package Act 2019

### Recurrent Disability Benefit
The Waiting Period will not apply if, whilst the insured member is covered under this policy, the insured member is disabled again from the same or a related cause within 6 months of last receiving a disability benefit for the insured member. This will be treated as a continuation of the original claim.

### Rehabilitation Expenses
The Insurer will pay rehabilitation expenses for an insured member who is disabled that are generally associated with the cost of a rehabilitation program (other than an excluded rehabilitation program) which a medical practitioner certifies is necessary for the member’s rehabilitation, house and car modifications and rehabilitation education expenses provided that:
- the Insurer approves the rehabilitation expenses in writing before they are incurred,
- the expenses are incurred to directly assist the insured member to return to work in a gainful occupation or to undertake a vocational retaining program because of his or her disability,
- the Insurer pays the costs directly to the provider of the applicable service, and
- the maximum amount the Insurer will pay in respect of the insured member for any one disability is the lesser of:
  1. the expenses, and
  2. 6 times the monthly benefit

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

### Totally Disabled/Total Disability
An insured member is totally disabled if, because of sickness or injury, he or she ceases to be gainfully employed and is:
- unable to perform at least one income producing duty of his or her occupation,
- is under the regular care of, and following the advice of, a medical practitioner, and
- not working in any occupation, whether or not for reward.

Where gainfully employed means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment including an insured member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the insured member to be gainfully employed.

### Total Disability Benefit
A total disability benefit is payable if an insured member is totally disabled immediately after the waiting period has ended.

The amount of the benefit will be the monthly benefit reduced by the amount of disability income paid, or which is required to be paid, in respect of the member, but will not exceed the maximum monthly benefit.

The total disability benefit starts the day after the waiting period has ended.

The total disability benefit will end as soon as one of the following happens:
- the insured member is no longer totally disabled,
- the benefit payment period ends,
- the insured member reaches the cover expiry age,
the insured member dies.

Waiting Period
- The continuous period of 30 days for which a person has to be disabled before a disability benefit starts to accrue under this policy.
- The waiting period starts on the date a medical practitioner examines the person and certifies that he or she is disabled.

Waiver of Premium
- Premiums will be waived for an insured member whilst the Insurer is paying a disability benefit under this policy for that insured member.

War
- Includes any act of war (whether declared or not), revolution, invasion or rebellion or civil unrest.

Worldwide Cover
- Cover for an insured member under this policy applies outside Australia. However, the Insurer may require an insured member to return to Australia at the insured member’s expense for assessment of a disability claim at any time after 6 months after the date of commencement of disability. In the event the Insurer requests an insured member to whom this condition applies to return to Australia and the insured member does not return to Australia the Insurer may cease payment of benefits to them under the policy until such time as they return to Australia.

9. Other Information

How can you obtain up-to-date information?
The information contained in this document is up to date at the time of its preparation. However, some of the information can change from time to time. We will post updated information on the website.

If there is a material change to the document information we may issue a supplementary or replacement document.

Privacy
By completing the application form for Membership of the Fund you consent to us collecting, disclosing and using your personal information.

We protect the personal information we collect about you by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law.

We only permit personnel associated with the Fund and its service providers to have access to your personal information.

We require third parties that process personal information on our behalf to follow stringent standards of security and confidentiality.

We will not disclose your personal information for marketing purposes to other entities unless you agree.

You can find out more about our Privacy Policy via LAMS website and the Secure Online Portal.

Change of Circumstance
- If you change your occupation, location, income and amount of hours you are working, or
- if you cease working altogether, then these changes in your circumstances may have an impact on your eligibility to claim for benefits under your insurance policy, should you become temporarily or permanently disabled.

Please let us know in writing or call us on 1800 359 686 to determine the impact of any changes to your circumstances.