



# Maritime Super - Group Life Policy Document

**Policy Number** G3608  
**Policy Name** Maritime Super Group Life (Death & Total and Permanent Disablement) Insurance Policy  
**Policy Owner** Maritime Super Pty Limited ABN 43 058 013 773  
**Policy Commencement Date** 1 July 2019  
**Endorsement number** 1

This is the first endorsement to the policy and takes effect from 12.00 am on 1 April 2020.

## **AGREEMENT**

Policy G3608 is varied by deleting all of the terms, conditions and schedules of the policy in their entirety and replacing them with the terms, conditions and schedules attached to this endorsement.

<b>For and on behalf of MLC Limited</b>	<b>For and on behalf of the Policy Owner</b>
<b>Sign name:</b> 	<b>Sign name:</b> 
<b>Name &amp; title:</b>  <b>Philip Bracken</b> <b>Head of Group Product</b> <b>MLC Limited</b>	<b>Name &amp; title:</b>  <b>Glenn Davis</b> <b>Executive Officer</b> <b>Maritime Super Pty Limited</b>
<b>Date: 12 October 2020</b>	<b>Date: 12 October 2020</b>

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# 1 Insuring Clause

This Group Life (Death & Total and Permanent Disablement) Insurance Policy (the Policy) is issued by MLC Limited ABN 90 000 000 402 AFS Licence Number 230694 (the Company) to Maritime Super Pty Limited ABN 43 058 013 773 (the Policy Owner).

The Group Life (Death & Total and Permanent Disablement) Insurance Policy is entered into by the Policy Owner in its capacity as Trustee of Maritime Super (the Fund).

This Policy comprises of this document (including the Policy Schedule), any riders, endorsements or amendments signed by the Company and notified to the Policy Owner at least 60 days prior to the rider, endorsement or amendment taking effect or as otherwise agreed between the Policy Owner and the Company.

In consideration of payment to the Company of the first premium, stated in the Policy Schedule and provided that subsequent premiums are duly paid and subject to the terms and conditions within the Policy, the Company will pay to the Policy Owner the benefits calculated in accordance with this Policy, immediately upon proof being given to the satisfaction of the Company of:

1. the happening of the events upon which such benefits set out in this Policy become payable;
2. the identity of the Insured Member upon whose death, Terminal Illness or Total and Permanent Disablement the Company is asked to make payment; and
3. the correctness of the age of that Insured Member.

This Policy shall be deemed to be issued in the Commonwealth of Australia and all monies payable in respect thereof whether by or to the Company shall be payable in Australian currency.

## 2 Policy Schedule

<b>Policy Type</b>	Superannuation	
<b>Policy Owner (Trustee)</b>	Maritime Super Pty Limited ABN 43 058 013 773	
<b>Fund</b>	Maritime Super	
<b>Policy No.</b>	G3608	
<b>Effective Date</b>	1 July 2019	
<b>Benefits</b>	Death	<p>The Company will pay the death benefit to the Trustee in the event of the death of an Insured Member while insured under this Policy.</p> <p>The benefit will be determined as at the date the Insured Member dies.</p>
	Terminal Illness	<p>For Terminal Illness, the Company will pay the Death benefit applicable to the Insured Member at the date the Insured Member is certified as suffering from a Terminal Illness based on the later of the two dates on which the Medical Practitioners gave their certification.</p> <p>The benefit will be determined as the date the Insured Member is certified as suffering a Terminal Illness.</p>
	Total and Permanent Disablement (TPD)	<p>The Trust Deed provides for an insured TPD benefit for members of the Fund who are entitled to such benefits in addition to other accrued benefits.</p> <p>The Company will pay the insured TPD benefit to the Trustee in respect of an Insured Member if the Insured Member becomes TPD while cover applies to them under this Policy and an insured benefit becomes payable to the Insured Member under the terms of the Trust Deed.</p> <p>The amount of the insured TPD Benefit referred to in the Trust Deed is determined on the relevant Date of Disablement pertaining to the TPD definition relied upon.</p>
	<p>Insured Members may have different levels of Death and TPD cover. However, TPD cover cannot exceed the Death cover.</p> <p>Other than in respect of Sub-fund and AMOU Staff Default Cover, the Amount Insured under the Schedules shall be determined at the 30 June which last occurred before the benefit is determined.</p> <p>Benefits under the Policy will only be payable when an insured benefit becomes payable under the Trust Deed.</p>	

<b>Cover Expiry Age</b>	Members with unitised cover	Age 70	
	Teekay Members in DB Sub-Fund Division A of the Fund with formula-driven cover	Last day of the calendar month in which the Insured Member attains age 63.	
	Other Members with formula-driven cover	Age 65	
<b>Maximum Benefit</b>	Death	\$5,000,000	
	Terminal Illness	\$5,000,000	
	Total and Permanent Disablement	\$2,000,000	
<b>Automatic Acceptance Limit (AAL)</b>	General Categories	Contributory Accumulation Members	Up to 6 units of any combination of Death Only cover and/or Death and TPD cover per Schedule 2.
		Accumulation Advantage Members	Up to 2 units of any combination of Death Only cover and/or Death and TPD cover per Schedule 2.
		Allocated Pension Members and Working Income Support Pension Members	Not applicable. All cover is subject to underwriting.
		Retained Benefit Members	Not applicable. All cover is subject to underwriting.
		Accumulation Plus Members	Death and TPD cover per Schedule 3.
		Accumulation Basic Members	Death and TPD cover per Schedule 3.
		Permanent (Defined Benefit) Members	The 'Potential Benefit' for DB Contributing Members or whom the Company and the Policy Owner agree should be provided with cover under the Policy.
		AMOU Staff Members	\$900,000
		Reliance Super Members	1 unit of Death and TPD cover per Schedule 2.
	Sub-fund Members	\$900,000	
<b>Due Date of First Premium</b>	1 July 2019		

<b>Due Date of Subsequent Premium</b>	1 July each year (premium estimate based on prior year, calculated as agreed between the Policy Owner and the Company). Reconciliation and final payment will occur by 30 November each Fund Year.
<b>Renewal Date</b>	1 July 2020 and 1 July of each subsequent year.
<b>Frequency of Payments</b>	Annually in advance.
<b>Rate Guarantee Period</b>	1 July 2019 to 30 June 2022.
<b>Premium Rates and Cover Scales</b>	Refer to Schedules 1 to 3.

### 3 Definitions

In this Policy:

**Active Employment** means:

- (a) if in Gainful Employment, the Insured Member is engaged in their normal duties without limitation or restriction due to sickness or injury and is working normal hours on the relevant date(s); and
- (b) the Insured Member is not restricted by sickness or injury from being capable of performing their full and normal duties on a full-time basis (for at least 30 hours per week) even though actual employment can be on a full-time, part-time, casual or contractual basis, or the Insured Member may not currently be in Gainful Employment; and
- (c) the Insured Member is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits.

For the avoidance of doubt, an Insured Member who is on leave, paid or unpaid, other than leave in connection with a sickness or injury, will be considered to be in Active Employment.

A person who does not meet these requirements is correspondingly described as not in Active Employment.

**Allocated Pension (ex SERF) Member** means a Member of the Maritime Super division of the Fund who held their current pension in the Stevedoring Employees Retirement Fund on 28 February 2009.

**Amount Insured** means the amount of cover, comprising the Default Cover and/or any Voluntary Cover granted by the Company to the Insured Member in accordance with the Eligibility Conditions (and subject to changes to that amount determined in accordance with the Policy terms and conditions, the Trust Deed and determinations made by or on behalf of the Policy Owner).

**Approved Leave** means parental leave, annual leave, bereavement leave, long service leave or any other leave approved by an Employer or arising from the operation of any law other than leave taken for reasons related to sickness or injury.

**Automatic Acceptance Limit (AAL)** means the maximum amount of cover defined in the Policy Schedule that will be automatically provided by the Company to various Members of the Fund without the requirement for underwriting. For the avoidance of doubt, the amount of cover provided to Existing Members at the Effective Date will also be automatically provided without the requirement for underwriting, subject to the Eligibility Conditions.

**Category or Categories** shall have the same meaning as used by the Policy Owner to refer to membership groups within the Fund and shall include the following:

- (a) General Categories
  - (i) Contributory Accumulation Members
  - (ii) Accumulation Advantage Members (including Tasports members)
  - (iii) Allocated Pension Members
  - (iv) Working Income Support Pension Members
  - (v) Retained Benefit Members
  - (vi) Accumulation Plus Members (excluding Tasports members)
  - (vii) Accumulation Basic Members
  - (viii) Permanent (Defined Benefit) Members
  - (ix) AMOU Staff Members
  - (x) Reliance Super Members
- (b) Sub-fund Members
  - (i) SVITZER Accumulation and Defined Benefit (formerly known as Adsteam Marine)



- (ii) Inco Ships, CSL Super & ASP Parts
- (iii) Teekay Members
- (iv) Trident Members

**Classification Base Wage** means the same meaning as that term defined in Stevedores Rule 3 of the Trust Deed.

**Company** means MLC Limited (ABN 79 004 837 86190 000 000 402, AFSL Number 230694230043).

**Continued Cover** means cover that is granted upon an Insured Member terminating employment with his/her Participating Employer as set in Clause 5.10. Subject to Clause 5.10, Continued Cover is otherwise treated as a form of Voluntary Cover.

**Date of Disablement**, in respect of a particular definition of Total and Permanent Disablement, has the meaning set out in the table below:

TPD definition based on the following paragraph in the definition of "Total and Permanent Disablement"	Date of Disablement
(a)	The date the Insured Member suffers the loss of use of two limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or foot).
(b)	The first day of the three (3) consecutive months period that the Insured Member is absent from their occupation with the Employer through injury or sickness.
(c)	The first day that the Insured Member, as a result of an injury or illness, became permanently unable to perform at least two of the six basic activities of daily living.
(d)	The first day of the three (3) consecutive months period that the Insured Member suffers from the permanent deterioration or loss of intellectual capacity.
(e)	The first day of the three (3) consecutive months period that the Insured Member has been unable to perform most normal domestic duties.

**DB Contributing Member** and **DB Non-Contributing Member** shall have the same meaning as those terms defined in Stevedores Rule 3 of the Trust Deed.

**Death and TPD cover** means cover for both death and TPD applying to an Insured Member under this Policy, unless the contrary intention appears from the context.

**Death Only cover** means cover for death (but not TPD) applying to an Insured Member under this Policy, unless the contrary intention appears from the context.

**Default Cover** means the Death and TPD cover (or Death Only cover, if applicable) automatically provided to an Insured Member in accordance with the Eligibility Conditions.

**Effective Date** means the date set out in the Policy Schedule.

**Eligibility Conditions** means the eligibility conditions set out in Clause 4 of this Policy.

**Employer** means the employer registered with the Policy Owner as an employer in the Fund that provides Gainful Employment to an Insured Member (and shall include a Participating Employer, a Principal Employer

(including an Associate Employer as defined in the Fund's Trust Deed), a Standard Employer Sponsor and a Non-Participating Employer, as the context requires).

**Evidence of Insurability** means such evidence of health and such other particulars of a Member as the Company may require at the time the Member first becomes an Insured Member and at any subsequent time when the Amount Insured of that Insured Member is increased or reinstated, to enable the Company to determine whether an Insured Member is to be accepted for any insurance and the terms of such acceptance.

**Existing Members** means persons who are Members of the Stevedores Division, the Maritime Super Division or the Seafarers Division of the Fund immediately prior to the Effective Date. However, where the term 'existing' (in relation to a Member) is used without capitals, it shall have its ordinary meaning.

**Forward Underwriting Limit (FUL)** means the level of insurance cover determined by the Company which may be provided under certain circumstances after the assessment of the Evidence of Insurability in respect of Default Cover for an Insured Member, whereby future increases in amounts of up to this level may be provided without further Evidence of Insurability and shall include Forward Underwriting Limits granted by the Company under the Previous Insurance Arrangements or accepted by the Company under Clause 5.17 (including takeover of insurance under the Previous Insurance Arrangements). For the avoidance of doubt, the Forward Underwriting Limits may include age and employment restrictions, beyond which the FUL may not be available in respect of an Insured Member.

For the avoidance of doubt, Forward Underwriting Limits granted under this Policy will only be granted and will only apply in respect of Default Cover which is formula based whilst an Insured Member is employed by an Employer.

**Fund** takes its definition from the Policy Schedule.

**Fund Year** means the year commencing on the Renewal Date, or such other period as may be agreed between the Company and the Policy Owner.

**Gainful Employment** means employed for gain or reward in a business, trade, profession, vocation, calling, occupation or employment.

**Heavy Blue Collar**, as an occupation classification, means:

- (a) skilled (i.e. trade qualified occupations) and unskilled blue-collar workers performing Manual Duties. This shall include but is not limited to the occupation of stevedore; or
- (b) any occupation or employment where employment is spent on a ship, tug, offshore vessel or on the water and shall include but is not limited to occupations of seaman, integrated rating and steward.

Heavy Blue Collar shall also include a person without occupation or who is, at the relevant time, not in Gainful Employment.

**Inactive Member** means an Insured Member whose account within the Fund has not received an amount in respect of the Insured Member for a continuous period of 16 months.

**Income** in relation to Death and TPD cover is as defined in the Fund's Trust Deed, however so described, including amounts defined as Salary, Final Salary and Final Average Salary (in relation to the group or Category of Members, and/or the particular benefit, as relevant) or such other definition as agreed between the Policy Owner and the Employer.

**Insured Member** or **Insured Members** means a Member who is currently insured under this Policy or who meets the Eligibility Conditions, and for whom the premium has been paid (or agreed to be paid), the Company has accepted cover and whose cover has not been terminated.

**Light Blue Collar**, as an occupation classification, means occupations which involve light Manual Duties and are land based or involve one of the following non-land-based occupations - masters, engineers and officers. Also includes supervisors of Heavy Blue Collar workers.

**Limited Cover** means the Insured Member is only covered for claims arising from a sickness which first became apparent or an injury which first occurred on or after the date the cover last commenced, recommenced or increased in relation to that Insured Member.

**Manual Duties** means duties involving or using human effort, power or physical energy.

**Medical Practitioner** means a legally qualified and registered medical practitioner. It does not include an Employer of the Insured Member, the Insured Member or a member of the Employer's or the Insured Member's immediate family or a business partner.

**Member** means a member of the Fund.

**Minimum Benefit** for an Existing Contributory Accumulation Member is the Death or TPD benefit as at the day prior to the Effective Date, if any, as defined in the Trust Deed (subject to determinations made by or on behalf of the Policy Owner), less the Insured Member's superannuation account balance as at the relevant date.

**New Member** means a member who joins the Fund on or after the Effective Date (but shall not include an Existing Member). However, where the term 'new' (in relation to a Member) is used without capitals, it shall have its ordinary meaning.

**Non-Participating Employer** means an employer who has not agreed to participate in the Fund (excluding a Standard Employer Sponsor) and contributes to the Fund in respect of one or more Members.

**Participating Employer** means a Full Participating Employer and a Participating Employer and a Principal Employer (and its Associates) as defined under the Fund's Trust Deed

**Dangerous Occupations Exemption** means a person is employed by the Employer in an occupation specified in the election made by the Policy Owner under Section 68AAF (dangerous occupation exception) of the *Superannuation Industry (Supervision) Act 1993* and the election is in force.

**Election** means a person has elected in writing to be provided with or continue insurance cover in circumstances where the Policy Owner would otherwise not be permitted to under the *Superannuation Industry (Supervision) Act 1993* (Cth).

**Employer Sponsor Exemption** means that a person's Employer makes contributions to the Fund in addition to superannuation guarantee obligations and covers the full cost of the insured member's Default Cover.

**Exempt Member** means a person to whom the Policy Owner is permitted under the *Superannuation Industry (Supervision) Act 1993* (Cth) to provide or continue insurance cover despite the person not satisfying the PMIF Thresholds because the person:

- (a) is a Defined Benefit Member of the Fund;
- (b) satisfies the Employer Sponsor Exemption; or
- (c) satisfies the Dangerous Occupations Exemption.

**Putting Members' Interests First (PMIF) Thresholds** means that a person:

- (a) is age 25 or over; or
- (b) has an account balance with the Fund of at least \$6,000.

**Policy Owner** means the Policy Owner stated in the Policy Schedule and its legal successors.

**Potential Benefit** means:

For any service period on or after 1 July 1994 - 18% of Classification Base Wage for each complete week between the calculation date (as relevant) and the Member's Normal Retirement Age (within the meaning of those terms in the Stevedores division of the Trust Deed).

For any service period before 1 July 1994 - 19.8% of Classification Base Wage for each complete week between the calculation date (as relevant) and the Member's Normal Retirement Age (within the meaning of those terms in the Stevedores division of the Trust Deed).

**Previous Insurance Arrangements** means the insurance arrangements the Policy Owner had in place to insure member benefits immediately prior to the Effective Date.

**Principal Employer** means an employer who sponsors a Sub-fund within the Fund and includes any Participating Employers admitted to that Sub-fund and, unless the context otherwise required, in respect of a particular Sub-fund, is a reference only to the Principal Employer that sponsors that Sub-fund. When used in relation to the AMOU Staff category, Principal Employer refers to the Australian Maritime Officers Union (and any entity nominated by it under the Trust Deed).

**Renewal Date** means the date set out in the Policy Schedule.

**Rule** refers to a Clause, or a rule in a schedule in the Trust Deed at the Effective Date and any subsequent replacement, amendment or renumbering of the Clause or rule after that date.

**Self-Employed** means a person who predominantly earns their income derived from active duties or personal skill other than as an employee.

**Standard Employer Sponsor** means an employer who has entered into an agreement with the Policy Owner to contribute to the Fund in respect of one or more Members but does not include a Participating Employer.

**Superannuation Guarantee contributions** refers to contributions an Employer makes at the rate of contributions required under the Superannuation Guarantee (Administration) Act 1992 to avoid a charge applying in respect of an employee, irrespective of the due date for those contributions under that legislation and/or any 'choice of fund' obligations placed on the employer under that legislation.

**Temporary Work Visa** means an employer sponsored work visa issued in accordance with the Migration Act 1958 (Cth) as amended or replaced, including a temporary work (skilled) visa and a temporary skill shortage visa.

**Terminal Illness** means diagnosis of an Insured Member with an illness which in the opinion of two Medical Practitioners (with at least one of these being a specialist in the relevant area) approved by the Company, will result in the death of the Insured Member within 12 months of the date of certification regardless of any reasonable medical treatment that may be undertaken.

**Top Up Cover** for a Contributory Accumulation Member is the difference between the Minimum Benefit and the Insured Member's Default Cover. Voluntary Cover is excluded from the Top Up Cover calculation.

**Total and Permanent Disablement (TPD):**The Trust Deed provides that TPD has the same meaning as the corresponding term in the policy of insurance where insurance cover for TPD applies to the Member. TPD means that:

1. Where an Insured Member is under age 65, employed at the time of ceasing work due to an injury or sickness or is disabled within 12 months of ceasing work, definitions (a), (b) or (d) will apply.
2. Where an Insured Member has not been employed for a period of 12 months or more at the time of claiming TPD, definitions (a), (c), (d) or (e) will apply.
3. Where an Insured Member is aged 65 or over definitions (a), (c) or (d) will apply.
4. Otherwise where an Insured Member is a non-working Member, definitions (a), (c), (d) or (e) will apply.

Definitions:

- (a) the Insured Member suffers the loss of use of two limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or foot) and in the Company's opinion, the Insured Member is unable ever to engage in or work for reward in any occupation or work for which he or she is reasonably suited by reason of education, training or experience;
- (b) the Insured Member having been absent from their occupation with the Employer through injury or sickness for three consecutive months and having provided proof to the satisfaction of the Company, that solely as a result of the same injury or sickness the Insured Member has become incapacitated to such an extent as to render the Insured Member unable ever to engage in or work for reward in any occupation or work for which he or she is reasonably suited by reason of education, training or experience that they have acquired or could be able to acquire in the future;  

In determining whether education, training or experience could be acquired in the future the Company will not be limited by any factors except that it will have regard to whether that injury or illness prevents the Insured Member from acquiring the education, training or experience.
- (c) the Insured Member satisfies both of the following:
  - (i) the Insured Member, as a result of an injury or sickness and having provided proof to the satisfaction of the Company, is permanently unable to perform, without the standby assistance of another person, two of the following six basic activities of daily living:
    - Bathing – to shower or bathe;
    - Dressing – to dress or undress;
    - Toileting – to use the toilet, including getting on and off;
    - Feeding – to eat and drink;
    - Mobility – to get out of bed, chair or wheelchair; or
    - Continence – to control bladder and bowel function; and
  - (ii) in the Company's opinion the Insured Member is unable ever to engage in or work for reward in any occupation or work for which he or she is reasonably suited by reason of education, training or experience.
- (i) If the Insured Member can perform any of the above activities of daily living by using any special equipment, they will be considered able to perform that activity of daily living.
- (d) the Insured Member through injury or sickness:
  - (i) is suffering from the permanent deterioration or loss of intellectual capacity and has provided proof to the Company's satisfaction, the Insured Member is required to be under continuous care and supervision by another adult person for three consecutive months and this care is likely to be on a permanent daily basis and ongoing; and
  - (ii) is unable ever to engage in or work for reward in any occupation or work for which he or she is reasonably suited by reason of education, training or experience;
- (e) the Insured Member, where wholly engaged in full-time unpaid domestic duties in his or her own residence:
  - (i) has been unable to perform most normal domestic duties and engage in any employment for an uninterrupted period of at least three months solely as a result of an injury or sickness;
  - (ii) is attending a registered Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury or sickness; and
  - (iii) at the end of the period of three months, after consideration of all medical evidence and such other evidence as the Company may require, has become incapacitated to such an extent as to render him or her likely to require indefinite ongoing medical care and unable ever to perform normal domestic duties and engage in any form of employment for which he or she is

reasonably suited by reason of education, training or experience.

**Trust Deed** means the trust deed of the Fund in force from time to time.

**Trustee** means the Policy Owner or its legal successors.

**Voluntary Cover** means cover available under the Eligibility Conditions in addition to the Default Cover or any other cover an Insured Member or an Employer requests and/or is accepted for on application to the Company.

**White Collar**, as an occupation classification, means:

- (a) predominately office based, sedentary roles performing clerical, administrative and managerial duties with no more than 10% of time performing light Manual Duties (e.g. stocking shelves, re-loading photocopy paper)
- (b) persons who work in an office environment for at least 80% of the time (excluding travel time from one office environment to another). This includes sales representatives that are not involved with deliveries.

**Working Income Support Pension (ex SERF) Member** means a member of the Maritime Super division of the Fund who held their current pension in the Stevedoring Employees Retirement Fund on 28 February 2009.

## 4 Eligibility Conditions

### 4.1 General

#### 4.1.1 Any cover

To be eligible for any cover under this Policy, a person must:

- (a) be either:
  - (i) an Australian citizen or permanent resident of Australia residing in Australia (or satisfy the overseas cover requirements); or
  - (ii) holding a Temporary Work Visa, or are New Zealand nationals working for an Australian Employer, whilst they remain in Australia and are eligible to work under Australian law;
- (b) be a Member of the Fund; and
- (c) for cover issued on or after 1 April 2020:
  - (i) satisfy the PMIF Thresholds on the day cover commences; or
  - (ii) be an Exempt Member; or
  - (iii) have made an Election to the Policy Owner.

A person seeking cover under this Policy who satisfies the above conditions will need to meet other Eligibility Conditions relevant to them to receive cover under this Policy as an Insured Member.

Where a person satisfies the relevant Eligibility Conditions, cover will commence in accordance to Clause 5.1.

#### 4.1.2 Default Cover

4.1.2.A For a Member to be eligible for Default Cover, the following conditions must be satisfied.

- (a) The Member must satisfy the eligibility conditions under 4.1.1;
- (b) The Member must not have been paid or be eligible to be paid a TPD or Terminal Illness benefit from the Fund; and
- (c) For new Default Cover issued on or after 1 April 2020, where the Member does not satisfy either 4.1.1(c)(i) or 4.1.1(c)(ii), along with an Election, the Member must satisfy the conditions 1 to 6 described below and the Policy Owner must receive, within 60 days of the person becoming a Member of the Fund, a declaration from the Member, in a form agreed between the Company and the Policy Owner, declaring that they satisfied all those 6 conditions. The conditions are, that on the day the person became a Member of the Fund, the person:
  - 1. was currently working and able to perform the full and normal duties and contracted hours of their occupation without restrictions;
  - 2. had not:
    - a) in the last 12 months, been unable to work because of injury or illness for more than 10 consecutive days; and
    - b) been advised that, due to illness or injury, that they will need to take 10 or more consecutive days off work;
  - 3. had not ever had any application for death, TPD and/or income protection cover declined;
  - 4. had not been diagnosed with any illness that reduces their life expectancy to less than 24 months from the date of the declaration referred to in paragraph (ii) below;
  - 5. had not, in the last 5 years, made a claim or were eligible to make a claim for an injury or illness through Workers' Compensation, sickness benefits, invalid pension, or any other cover or insurance policy providing injury or illness benefits except for health insurance as defined by law; and
  - 6. satisfied any other conditions agreed between the Company and the Policy Holder from time to time.
- (d) The Member must satisfy eligibility conditions for Default Cover specific to their category as set out in Clauses 4.3 to 4.10.

4.1.2.B For new Default Cover commencing on or after 1 April 2020 upon satisfying the PMIF Thresholds according to condition 5.1.(b).b.ii, Default Cover Provided will be Limited Cover until the Insured Member is in Active Employment for 30 consecutive days. This condition will not affect the application of Limited Cover due to any other reason.

#### **4.1.3 Death cover**

Cover is available to Members as follows:

- (a) under age 70 for unitised cover; and
- (b) under age 65 for formula driven cover.

#### **4.1.4 TPD cover**

Cover is available to Members under age 65.

Renewal of cover is available to Members under age 65 for formula driven cover and age 70 for unitised cover.

## **4.2 Existing Members**

An Existing Member's cover which was in force under the Previous Insurance Arrangements on the day before the Effective Date will continue from the Effective Date, subject to the terms and conditions of this Policy in effect on and from the Effective Date.

Any individual conditions, AAL's, exclusions or restrictions which applied under the Previous Insurance Arrangements before the Effective Date will continue to apply until such time as they expire according to their terms.

If the insured member's cover was 'Limited Cover' (as defined in the Previous Insurance Arrangements), the conditions attaching to Limited Cover under the terms of the Previous Insurance Arrangements before the Effective Date will continue to apply to the Member until such time as those conditions expire according to their terms.

The amount of cover that an Insured Member has under this Clause 4.2 will be equal to the amount that they held under Previous Insurance Arrangements immediately before the Effective Date.

This provision is subject to Clause 5.17 of this Policy.

## **4.3 Eligibility for General Category (Including AMOU Staff) Members**

A Member is eligible for automatic insurance acceptance for Default Cover for an Amount Insured up to the AAL as set out in the Policy Schedule or as agreed upon between the Policy Owner and Company from time to time, without providing Evidence of Insurability if the following conditions are satisfied:

- (a) a new or existing Contributory Accumulation Member, Accumulation Advantage Member or AMOU Staff Member other than an Accumulation Advantage Member who has, at any prior time under the Previous Insurance Arrangements, opted out of any 'Default Cover' as defined in the Previous Insurance Arrangements;
- (b) a new or existing Accumulation Plus or Accumulation Basic Member whose Participating Employer agrees and makes insurance levy payments to the Fund under Stevedores Rule 6.1 of the Trust Deed, and in the case of an Employer the Policy Owner has previously determined to be in arrears in respect of those payments, the Employer has brought all outstanding insurance levy payments up-to-date to the satisfaction of the Policy Owner;
- (c) a Permanent (Defined Benefit) Member who changes from a DB Non-Contributing Member to a DB Contributing Member under the rules of the Trust Deed or whom the Policy Owner and the Company agree should receive Default Cover;
- (d) an Accumulation Advantage Member who does not hold Default Cover in another membership under this Policy which is greater than the total amount of Default Cover the Member would otherwise qualify for as an Accumulation Advantage Member; and the Member has not become a Member of Accumulation Advantage as a result of the transfer of all Members by the Policy Owner from another category of the Fund; and
- (e) a new or existing Reliance Super Member; if the following conditions are satisfied:
  - (i) the new Reliance Super Member has not lodged a TPD or Terminal Illness claim under any



- superannuation fund or insurance policy, been paid a TPD or Terminal Illness Benefit, or is eligible to be paid a TPD or Terminal Illness Benefit from any superannuation fund or insurance policy;
- (ii) the Employer and/or Member (and/or former Employer(s) on the Member's behalf) must provide the Policy Owner with details for the Member required to assess the Member's eligibility for insurance;
  - (iii) if the Member is employed by a Participating Employer, Superannuation Guarantee contributions are received in relation to a Member from an Employer in respect of the date cover commences or recommences;
  - (iv) if the Member is employed by a Standard Employer Sponsor or a Non-Participating Employer and qualifies for Default Cover under Clause 4.7(c), that Employer makes a Superannuation Guarantee contribution to the Fund;
  - (v) if the Member is a Reliance Super Member and qualifies for Default cover under Clause 4.9, a SG contribution is received by the Fund in respect of the Member.

If any Member, as referred to in this provision, does not satisfy the conditions as set out above, the Member may apply to the Company for Voluntary Cover subject to the provision of Evidence of Insurability to the Company and acceptance of cover by the Company.

An Amount Insured in excess of the AAL may be accepted subject to Evidence of Insurability satisfactory to the Company. In the absence of written acceptance by the Company, the Amount Insured shall be limited to the AAL.

#### 4.4 Eligibility for existing and new Sub-fund Members

All Sub-fund Members who are Existing Members and new Sub-fund Members are eligible for automatic insurance acceptance for Default Cover up to the AAL as set out in the Policy Schedule or as agreed upon between the Policy Owner and Company from time to time, without providing Evidence of Insurability, in respect of the Amount Insured if the following conditions are satisfied:

- (a) the Member must join the Fund effective on or before the later of the date of commencing employment with the Principal Employer and the date the employer first became a Principal Employer under the rules of the Fund;
- (b) the Employer and/or Member (and/or former Employer(s) on the Member's behalf) must provide the Policy Owner with details for the Member required to assess the Member's eligibility for insurance;
- (c) suitable eligibility conditions and clear benefit terms are specified for membership of the sub-fund (including benefit category)

For the purposes of (c) above, the eligibility conditions will be considered suitable where those eligibility conditions are defined in the rules of the Fund (including in any determination made by the Policy Owner or its delegate) or in the Member's workplace agreement or award;

- (d) in respect of a Sub-fund which first commences after the Effective Date, if choice of fund requirements apply to the Member under the Superannuation Guarantee (Administration) Act 1992, the Participating Employer must nominate the Fund as the 'default' superannuation fund under s32P(1)(c) of that Act for the Member:
  - (i) who is an existing employee of a new Principal Employer of the Fund, in respect of the date the Member joins the Fund; and
  - (ii) otherwise, in respect of the date the Member commences employment with the Principal Employer or the date the Member first becomes eligible for membership of the Sub-fund (as relevant);
- (e) the Amount Insured for each Insured Member is established using a consistent and accepted basis;
 

For the purposes of (e) above, a consistent and accepted basis shall include an option for the Member to elect to half the amount of Default Cover (provided that the Member is not able to subsequently revoke this election or elect to increase this cover). However, where a Sub-fund requires a fixed Amount Insured or a multiple of salary as part of their benefit design, the acceptance of cover for these Sub-funds is subject to acceptance by the Company;
- (f) in respect of a Sub-fund which first commences after the Effective Date, at least 75% of persons eligible for membership of the Fund have become Insured Members of the Fund (assessed at the later of the previous Renewal Date and the date the Employer became a Participating Employer);
- (g) the Principal Employer pays employer contributions to the Fund in relation to the Member;

- (h) Sub-funds must consist of at least ten employees; and
- (i) the Sub-fund's benefit design ensures that the Insured Member's level of cover ordinarily reduces by age.

The Company shall have the right to vary the AAL at any Renewal Date. Any such variation shall apply to all Insured Members who became insured as a Sub-fund Member under this Policy 30 days after the date the Company advises the Policy Owner of the change.

If any Member, as referred to in this provision, does not satisfy the conditions as set out above, the Member may apply to the Company for Voluntary Cover subject to the provision of Evidence of Insurability to the Company and acceptance of cover by the Company.

An Amount Insured above the AAL may be accepted subject to Evidence of Insurability satisfactory to the Company. In the absence of written acceptance by the Company, the Amount Insured shall be limited to the AAL.

The Policy Owner may apply to the Company for a higher AAL for a large Sub-fund, which will be subject to acceptance by the Company.

## **4.5 Default Cover for New Contributory Accumulation Members**

### **(a) Joining within 150 days of commencing employment with a Participating Employer**

A New Contributory Accumulation Member who joins the Fund no later than 150 days after the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer became a Participating Employer;

and who meets the requirements set out in Clause 4.3 will be provided with Default Cover of six units of Death and TPD (as per Schedule 2 with premiums payable at the rates in Schedule 1).

The amount of cover and the premiums payable are based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or,
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.5(a) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to Clause 4.11.

### **(b) Joining outside 150 days of commencing employment with a Participating Employer**

A New Contributory Accumulation Member who joins the Fund later than 150 days of the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer became a Participating Employer;

and who meets the requirements set out in Clause 4.3 will be provided with Default Cover of six units of Death and TPD (as per Schedule 2 with premiums payable at the rates in Schedule 1).

The amount of cover and the premiums payable are based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.5(b) is subject to Clause 4.12.

## **4.6 Default Cover for New Accumulation Plus and Accumulation Basic Members**

**(a) Joining within 150 days of commencing employment with a Participating Employer**

New Accumulation Plus and Accumulation Basic Members who join the Fund no later than 150 days after the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer became a Participating Employer;

and who meet the requirements set out in Clause 4.3 will be provided with Default Cover as Death and TPD cover (as per Schedule 3) plus one unit of Death only cover (as per Schedule 2 based on the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes) provided that the Insured Member's Participating Employer pays insurance levy payments (under Stevedores Rule 6.1 of the Trust Deed), unless the Policy Owner has determined that the Participating Employer is not up-to-date with those payments in respect of that date.

Premiums will be payable at the rates in Schedule 1 for both the Default Cover and for the cover provided under Schedule 2 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.6(a) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to Clause 4.11.

**(b) Joining outside 150 days of commencing employment with a Participating Employer**

New Accumulation Plus and Accumulation Basic Members who join the Fund outside of 150 days of the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer became a Participating Employer;

and who meet the requirements set out in Clause 4.3 will be provided with Default Cover as Death and TPD cover (as per Schedule 3) plus one unit of Death only cover (as per Schedule 2 based on the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes) provided that the Insured Member's Participating Employer pays insurance levy payments (under Stevedores Rule 6.1 of the Trust Deed), unless the Policy Owner has determined that the Participating Employer is not up-to-date with those payments in respect of that date.

Premiums will be payable at the rates in Schedule 1 for both the Default Cover and for the cover provided under Schedule 2 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar,

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.6(b) is subject to Clause 4.12.

**4.7 Default Cover for New Accumulation Advantage Members and AMOU Staff Members**

**(a) Joining within 150 days of commencing employment with a Participating Employer**

New Accumulation Advantage Members and AMOU Staff Members who join the Fund no later than 150 days after the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer becoming a Participating Employer;

and who meet the requirements set out in Clause 4.3 will be provided with Default Cover of two units of Death and TPD (as per Schedule 2).

Premiums will be payable at the rates in Schedule 1 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13 provided that the Insured Member does not become an Accumulation Advantage Member as a result of the transfer of the Member as part of the transfer of all members from another General Category.

Cover obtained under this Clause 4.7(a) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to Clause 4.11.

**(b) Joining outside 150 days of commencing employment with a Participating Employer**

New Accumulation Advantage Members and AMOU Staff Members who join the Fund outside of 150 days of the later of:

- (i) commencing employment with a Participating Employer; and
- (ii) the date their employer becoming a Participating Employer;

and who meet the requirements set out in Clause 4.3 will be provided with Default Cover of two units of Death and TPD (as per Schedule 2).

Premiums will be payable at the rates in Schedule 1 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13 provided that the Insured Member does not become an Accumulation Advantage Member as a result of the transfer of all members from another General Category.

Cover obtained under this Clause 4.7(b) is subject to Clause 4.12.

**(c) Joining the Fund and working for a Non-Participating Employer or a Standard Employer Sponsor**

New and existing Accumulation Advantage Members who join the Fund and are working for a Non-Participating Employer or a Standard Employer Sponsor where that employer makes a SG contribution to the Fund will be provided with Default Cover of two units of Death and TPD (as per Schedule 2).

Premiums will be payable at the rates in Schedule 1 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.7(c) is subject to Clause 4.12.

Refer to Clause 4.12 for Limited Cover conditions for Insured Members who join the Fund and work for a Non-Participating Employer or a Standard Employer Sponsor (in respect of Default Cover only).

**4.8 Default Cover for New Sub-fund**

**(a) Joining within 150 days of commencing employment with the Principal Employer**

New Sub-fund Members who join the Fund no later than 150 days after the later of:

- (i) commencing employment with the Principal Employer; and
- (ii) the date their employer became a Principal Employer;

and who meet the requirements set out in Clause 4.4 will be provided with Default Cover in accordance with paragraph (c) below.

The premium rates outlined in Schedule 1 will apply to all Sub-fund and AMOU Staff Members based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Light Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.8(a) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to Clause 4.11.

**(b) Joining outside 150 days of commencing employment with a Participating Employer**

New Sub-fund who join the Fund outside of 150 days of the later of:

- (i) commencing employment with the Principal Employer; and
- (ii) the date their employer became a Principal Employer;

and who meet the requirements set out in Clause 4.4 will be provided with Default Cover in accordance with paragraph (c) below.

The premium rates outlined in Schedule 1 will apply to all Sub-fund and AMOU Staff Members based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Light Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13).

Cover obtained under this Clause 4.8(b) for Insured Members who joined the Fund outside 150 days of commencing employment with a Principal Employer is subject to Clause 4.12.

**(c) Default Cover amounts**

Default Cover obtained under Clause 4.8(a) or (b) will be determined for AMOU Staff Members and the following Sub-funds as follows (or shall be such other amount as advised by the Policy Owner on the advice of the Fund's actuary):

**(i) SVITZER Accumulation for permanent employees regularly working 15 or more hours each week for the SVITZER category Principal Employer:**

17.5% x Income x future years of service (pro-rata for days) to age 65

Unless the Insured Member last elected in writing (by notification to the Policy Owner) to receive only half-cover, in which case, the Amount Insured will be half this amount.

**(ii) Inco Ships & ASP Parts**

Total Benefit less Vested Benefit Where:

'Total Benefit' is defined as 14% x Income x Potential Membership Period to age 65 plus Accumulated Benefit less Compulsory Employer Accumulation (and subject to a minimum of 17.5% x Income x Potential Membership Period plus Rollover Account)

'Vested Benefit' is defined, for Category 2 and 4 (Accumulation) Members, as the Member's Accumulated Benefit.

'Potential Membership Period', 'Accumulated Benefit', 'Compulsory Employer Accumulation', 'Rollover Account' and 'Membership Period' shall have the meaning those terms have in the ASP Part Schedule of the Trust Deed.

**(iii) AMOU Staff**

15% x Income x future years of service (pro-rata for days) to age 65.

However, if an AMOU Staff Member transfers to another General Category, this insurance will be converted to whole units of cover in the General Category to an amount not exceeding the amount of Default Cover held at termination of employment with the AMOU Principal Employer.

**(iv) Teekay Members and Trident Members (Accumulation Category)**

Death Benefit less Accumulation Account balance Where:

Death Benefit shall be the greater of:

1. Member's salary (at date of death) x 20% x Future Service (pro rata for days) and
2. the Member's Accumulation Account balance.

**(v) CSL Super**

Death Benefit less Accumulation Account balance Where:

Death Benefit shall be the greater of:

1. Member's salary (at date of death) x 17.5% x Future Service (pro rata for days), and
2. The Member's Accumulation Account balance.

Those terms (and within those terms, the terms) shall have the meaning attributed to them under the Teekay Members and Trident Members Schedules of the Trust Deed (as relevant).

**4.9 Default Cover for New Reliance Super Members in the default investment strategy**

New Reliance Super Members who join the Fund and who have had an SG contribution received by the Fund in respect of them, and who meet the requirements set out in Clause 4.3, will be provided with Default Cover of one unit of Death and TPD cover as per Schedule 2 with premiums payable at the rates in Schedule 1.

The amount of cover and the premiums payable are based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.9 is subject to the Limited Cover conditions in Clause 4.12.

Where a new Reliance Super Member has lodged a TPD or Terminal Illness claim under any superannuation fund or insurance policy, been paid a TPD or Terminal Illness Benefit or is eligible to be paid a TPD or Terminal Illness Benefit from any superannuation fund or insurance policy, the Reliance Super Member will not be eligible to receive Default Cover under this Clause.

**4.10 Re-commencement of Default Cover for existing General Category Members**

**(a) Contributory Accumulation and Accumulation Advantage Members for whom Superannuation Guarantee contributions commence or re-commence to be made to the Fund by a Participating Employer**

An Existing Member who is an existing Accumulation Advantage or Contributory Accumulation Member for whom Superannuation Guarantee contributions commence or re-commence to be made to the Fund by a Participating Employer will be provided with Default Cover if the Member:

- (i) meets the Eligibility Conditions as defined in Clause 4.3;
- (ii) previously held 'Default Cover' in their current membership category under the Previous Insurance Arrangements (as defined) which was cancelled prior to 1 July 2019

- (iii) was an employee of the existing Participating Employer immediately before the first day in respect of which that employer commences or recommences to make contributions to the Fund on the Member's behalf, only Limited Cover for any increase in Default Cover will be provided for the first 24 months; and
- (iv) does not become an Accumulation Advantage Member as a result of the transfer of all members from another General Category.

If eligible, the Insured Member will receive the following:

- (i) two units of Death and TPD cover if the Member is an Accumulation Advantage Member; and
- (ii) six units of Death and TPD cover if the Member is a Contributory Accumulation Member

as per Schedule 2 with premiums payable at the rates in Schedule 1

The premium payable and amount of cover based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Any existing Default Cover the Insured Member may have had is cancelled. However, if the existing level of Default Cover is higher than the new level of Default Cover, the amount of existing cover in excess of the new Default Cover will be added as Voluntary Cover as per Schedule 2 with premiums payable at the rates in Schedule 1. Any Voluntary Cover received under this Clause 4.10(a) must be accepted by the Insured Member within 90 days of receiving the Fund's letter, otherwise the Voluntary Cover will terminate.

Cover granted under this Clause 4.10 will commence in accordance with Clause 5.1(l) and will be subject to any other terms and conditions of this Policy. If the Existing Member is not employed by the Participating Employer when the relevant Superannuation Guarantee contribution(s) are made, cover will not be granted at the time such contributions are made.

Cover obtained under this Clause 4.10(a) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to Clause 4.11.

**(b) Accumulation Plus and Accumulation Basic Members for whom a Participating Employer agrees or is required to make insurance levy payments to the Fund or has brought outstanding insurance levy payments up-to-date**

An Accumulation Plus or Accumulation Basic Member who does not have Default Cover will be provided with Default Cover as per Schedule 3 provided that the Insured Member's Participating Employer's nomination to make insurance levy payments has been accepted by the Policy Owner or the Participating Employer is otherwise required to make insurance levy payments to the Fund (as required under Stevedores Rule 6.1 of the Trust Deed) and the Policy Owner has not determined that the Participating Employer is in arrears in relation to insurance levy payments, or, if the Policy Owner has previously made this determination, the Policy Owner has last determined that the Participating Employer's insurance levy payments are up-to-date and the Insured Member meets the Eligibility Conditions in Clause 4.3.

Premiums will be payable at the rates in Schedule 1 based on:

- (i) the Member's occupation as last assessed by the Policy Owner or Company for insurance purposes, or
- (ii) if no assessment has been made, the Member's occupation at the cover re- commencement date, or
- (iii) if the Policy Owner is not provided with the information required to assess the Member's occupation, Heavy Blue Collar

subject to any subsequent change in occupation classification accepted in accordance with Clause 4.13.

Cover obtained under this Clause 4.10(b) for Insured Members who are not in Active Employment on the date Default Cover commences is subject to the Limited Cover conditions in Clause 4.11.

#### **4.11 Cover for Insured Members not in Active Employment**

Where:

- (a) a New General Category (including AMOU Staff) or Sub-fund Member joins the Fund within 150 days after the later of commencing employment with a Participating Employer and the date their Employer

first became a Participating Employer and is eligible for Default Cover; or

- (b) an existing Member (other than an Existing Member in respect of the Effective Date) becomes eligible or re-eligible for cover

and the Member is not in Active Employment on the date the cover commences or re-commences in relation to that Insured Member, Limited Cover will be provided in relation to Default Death and TPD Cover until the Insured Member is in Active Employment for 30 consecutive days, at which time the Limited Cover restriction will be removed.

#### 4.12 Limited Cover Conditions

Where:

- (a) a New General Category (including AMOU Staff) or Sub-fund Member, joins the Fund more than 150 days after the later of:
  - (i) the date their Employer became a Participating Employer; and
  - (ii) the date they commence or recommence employment; or
- (b) a New Accumulation Advantage Category Member or Reliance Super Member joins the Fund and is working for a Non-Participating Employer or a Standard Employer Sponsor and qualifies for Default Cover

Limited Cover will be provided in relation to Default Death and TPD Cover for 24 months from the date that cover commences and will be removed once the Insured Member is in Active Employment for 30 consecutive days immediately prior to or after the expiration of the 24 month period.

However, no benefit is payable during the 24 months from the date cover commences where the Insured Member's:

- (a) death is a result of suicide or a Terminal Illness that had been diagnosed as at the date cover commences; or
- (b) TPD is as a result of attempted suicide, intentional self-inflicted injury or infection.

#### 4.13 Occupation Categories

Death Only or Death and TPD cover will be available to the following occupation categories:

- (a) White Collar
- (b) Light Blue Collar; and
- (c) Heavy Blue Collar.

The Policy Owner will accept the Member's self-assessment of their occupation classification, unless advised by the Company that another occupation classification applies (either generally in relation to a class of Insured Member or specifically in relation to a particular Insured Member).

If an Insured Member's occupation has not been assessed correctly or an Insured Member has changed their occupational classification and falls within another category, the Insured Member may apply to the Policy Owner to have their occupational category reviewed by completion of the 'Application to Change Occupational Category' form. Where the form is not received and accepted by the Policy Owner, the Insured Member's Amount Insured and the cost of cover will remain unchanged.

Any increased portion of the Amount Insured will be subject to the Insured Member being in Active Employment on the applicable date. If the Insured Member is not in Active Employment on the applicable date, Death and/or TPD cover will be provided as Limited Cover until the Insured Member is in Active Employment for 30 consecutive days, at which time the Limited Cover restriction will be removed.

New Members may apply to the Policy Owner to have their occupation category reviewed if the change is received by the Policy Owner within 90 days of the date the Member receives their welcome letter from the Fund. The welcome letter will be deemed to have been received by the Member three days after the date on which it is posted to them by the Policy Owner. If the Member is not in Active Employment at the time of requesting the change, any increased Death and/or TPD cover will be provided as Limited Cover until the Insured Member is in Active Employment for 30 consecutive days, at which time the Limited Cover restriction will be removed.

Otherwise, all Members may apply to the Policy Owner to have their occupational category reviewed subject to the following:

- (i) the Insured Member not being off work due to a sickness or injury for a total of four weeks or more in the



last 12 months prior to requesting the change in occupational category; and

- (ii) the Insured Member has not been diagnosed with an illness that reduces their life expectancy to less than 12 months.

Where a Member applies to the Policy Owner to have their occupational category reviewed (whether within 90 days of the date the Member receives their welcome letter from the Fund or otherwise), the Policy Owner or the Company must be of the view that the occupational category selected by the Insured Member based on the occupation advised by the Insured Member in their application is correct.

Where the Insured Member satisfies conditions (i) and (ii) above and their application to have their occupation category reviewed was received by the Policy Owner within 90 days of their change in occupation, any increased portion of the Amount Insured will be provided as full cover from the date the Policy Owner accepts the change in occupation classification provided that the Insured Member is in Active Employment at the time of requesting the change. Otherwise, Limited Cover applies until the Insured Member is in Active Employment for 30 consecutive days at which time the Limited Cover restriction will be removed.

Where the Insured Member satisfies conditions (i) and (ii) above, and their application to have their occupation category reviewed was not received by the Policy Owner within 90 days of their change in occupation, any increased portion of the Amount Insured will be provided as Limited Cover for 12 consecutive months from the date the Policy Owner accepts the change in occupation classification and will be removed once the Insured Member is in Active Employment for 30 consecutive days immediately after the expiration of the 12 month period.

Where the Insured Member does not satisfy conditions (i) and (ii) above, the Insured Member may not change their occupation category unless the occupation classification is one for which higher premium rates are payable.

An occupation change which is accepted by the Policy Owner under this Clause shall have effect from the date the occupation change is accepted by the Policy Owner (or if assessed by the Company, from the date the Company advises the Policy Owner that it accepts the occupation change).

For the avoidance of doubt, where a New Member, in respect of Default Cover, provides sufficient detail for the Policy Owner to assess the Insured Member's occupation within 90 days of the later of the date the Member receives their welcome letter from the Fund and the date the Insured Member first qualified for that Default Cover, this Clause shall not apply to that occupational change or reclassification, and the occupation classification shall have effect from the date that cover commences under this Policy.

The welcome letter will be deemed to have been received by the Member three days after the date on which it is posted to them by the Policy Owner.

#### **4.14 Opt Out, Decrease and Reinstatement of Cover**

An Insured Member may opt-out of or reduce the following cover by written notice to the Policy Owner (in the form prescribed by the Policy Owner):

- (a) units of Voluntary Cover; and
- (b) if the Insured Member is a Member of Accumulation Advantage or Reliance Super, units of Default Cover.

An Insured Member who opts out or decreases Default Cover or Voluntary Cover may on application, reinstate Default Cover or Voluntary Cover subject to meeting the requirements provided under Clause 5.8.

Where Default Cover has ceased due to there being insufficient funds in the Insured Member's account to pay the required premium, Default Cover will be reinstated automatically without the need to provide Evidence of Insurability once:

- (a) an employer contribution is received from a Participating Employer for the Insured Member; or
- (b) once a contribution or other deposit transfer amount is received for the Member, however only Limited Cover will be provided until the earlier of:
  - (i) 24 months after receipt of the contribution or other deposit; and
  - (ii) the date an employer contribution is received from a Participating Employer for the Insured Member.

Where cover has ceased as a result of Clause 5.14(b) or 5.15, cover will be reinstated automatically without the need to provide Evidence of Insurability once the Insured Member has returned to Gainful Employment in Australia and:

- (a) an employer contribution is received from a Participating Employer for the Insured Member; or
- (b) a contribution or other deposit amount is received for the Member, however only Limited Cover will be provided until the earlier of:

- (i) 24 months after receipt of the contribution or other deposit; and
- (ii) the date an employer contribution is received from a Participating Employer for the Insured Member.

Where cover is reinstated following receipt of employer contributions from a Participating Employer, cover will be reinstated with effect from the first day of employment in respect of which the contributions are received, otherwise cover will be reinstated with effect from the date the contribution or other deposit is received in respect of the Insured Member.

An Insured Member who is a SVITZER Accumulation Sub-fund Member may decrease Default Cover, to half the level of Default Cover, by providing written notice in the form prescribed by the Policy Owner. The Insured Member may only make this election once and may not revoke the nomination once made.

A person whose cover ceased as a result of Clause 5.11(a)(xiii) or 5.11(a)(xiv) may have their cover reinstated if they complete a request to reinstate their cover (in a form agreed between the Company and the Policy Owner) within 60 days of cover ceasing (with the ability to extend to 90 days as agreed for each person).

#### 4.15 Request for Voluntary Cover

A Member may apply to the Company for units of cover (Voluntary Cover) as per Schedule 2 with premiums payable at the rates in Schedule 1 at any time, subject to the approval of the Trustee and provided:

- (a) the Member's total benefits are not held as one or more pension(s) within the Fund, unless the Member is an Allocated Pension (ex SERF) Member or Working Income Support Pension (ex SERF) Member, in which case a maximum of four units of Voluntary Death Only cover are available on application to the Company;
- (b) the Member must be in Gainful Employment to apply for Death and TPD units of cover;
- (c) the Member must meet the Eligibility Conditions as defined in Clauses 4.3 and 4.4; and
- (d) the Member must provide Evidence of Insurability.

Any increase in cover is subject to acceptance by the Company and the Maximum Benefit in the Policy Schedule.

#### 4.16 Individual Transfer Terms

The Company agrees to provide individual transfer terms of insurance cover into this Fund on the following basis:

- (a) the Member must be under age 55 at the time of requesting the transfer of insurance cover;
- (b) the Member must meet the Eligibility Conditions for insurance cover as set out in this Policy;
- (c) the insurance cover existing in another fund was part of an employer sponsored superannuation group insurance policy arrangement;
- (d) the insurance cover existing in another fund ceasing upon acceptance of insurance cover by the Company in this Fund;
- (e) the Member had not been paid/lodged or is not eligible to be paid/lodge a TPD, Terminal Illness or Income Protection benefit from the Fund, another fund or insurance arrangement at the time of requesting the transfer of insurance cover;
- (f) the Member does not effect a continuation option, or subsequently reinstate cover within the former fund or any other divisions or associated fund of the former fund, or any other retail policy
- (g) the Member is not terminally ill with a life expectancy of less than 12 months at the time of requesting the transfer of insurance cover;
- (h) the Member is gainfully employed and physically capable of undertaking Gainful Employment for at least 30 hours per week at the time of requesting the transfer of insurance cover;
- (i) the Member does not continue the insurance cover under another insurance arrangement;
- (j) the Member providing evidence of existing insurance cover to the Company within 30 days of issue of cover in the Fund;
- (k) the Member satisfactorily completing the required insurance transfer form;
- (l) the Member will be provided with the level of insurance cover held under the former insurance policy, up to the agreed limits, only where the former insurance policy's acceptance terms were less than or equal to +50% extra mortality or one exclusion was applied; and

- (m) the maximum amount of cover that can be transferred under these terms is \$1 million for Death and TPD cover for a Member.

The Member's replacement cover will not commence in this Fund until the later of the Company accepting the Member's application and the existing insurance cover with the former fund being cancelled.

The Occupational Categories and premiums of this Policy will apply to the Member's transferred cover. Reliance Super Members are not eligible to apply for Individual Transfer Terms.

The Company may approve or decline a Member's application subject to the underwriting outcome of an MLC Limited retail application if it is being reviewed simultaneously.

## 5 General Conditions

### 5.1 Commencement of Cover

- (a) Default Cover and Voluntary Cover at the Effective Date for Existing Members commences from the Effective Date
- (b) From 1 April 2020,;
  - a. Default Cover for Exempt Members will commence according to conditions 5.1(c) to 5.1(h) and 5.1(j) below; and
  - b. Default Cover for a Member other than an Exempt Member will commence on the earlier of:
    - i. the date the Member makes an Election and a satisfactory declaration to the Policy Owner, satisfying condition 4.1.2.A.(c); and
    - ii. the date Member satisfies the PMIF Thresholds (Limited Cover applies according to condition 4.1.2.B).
- (c) Default Cover within the AAL for a Member (other than a Sub-fund Member, an Existing Member at the Effective Date and a Member of the Stevedores division of the Fund) commences from the first day of employment (which is on or after the date the Member became eligible or re-eligible for Default Cover) in respect of which Superannuation Guarantee contributions are made to the Fund by the Member's Participating Employer provided that the Member, if a new Member to the Fund, joins the Fund on or before 150 days after the later of the date the employer became a Participating Employer and the date the Member commenced employment with that Participating Employer.
- (d) Default Cover within the AAL for a Sub-fund Member (other than a Sub-fund Member who is an Existing Member at the Effective Date) commences from the first day of employment (which is on or after the date the Member became eligible or re-eligible for Default Cover) in respect of which employer contributions are made to the Fund by the Member's Principal Employer provided that the Member, if a new Member to the Fund, joins the Fund on or before 150 days after the later of the date the employer became a Principal Employer and the date the Member commenced employment with that Principal Employer.
- (e) Where the Member (other than an Existing Member in respect of the Effective Date or a Member of the Stevedores division) joins the Fund more than 150 days after the later of commencing or recommencing employment with the Employer and the date the Employer became a Participating Employer, Default Cover within the AAL commences from the date that they joined the Fund.
- (f) Default cover for a Member who is an Accumulation Plus Member or an Accumulation Basic Member and who joins the Fund on or before 150 days after the later of the date the employer became a Participating Employer and the date the Member commenced employment with the Participating Employer will commence from the later of:
  - (i) the first day of employment (which is on or after the date the Member became eligible or re-eligible for Default Cover) in respect of which Superannuation Guarantee contributions are made to the category by the Member's Participating Employer in respect of the Member;
  - (ii) the date the Policy Owner accepts the Participating Employer's nomination to make insurance levy payments to the Fund (as defined in Stevedores Rule 6.1 of the Trust Deed); and
  - (iii) if Policy Owner has previously determined that the Participating Employer was not up-to-date with insurance levy payments, the date the Policy Owner last determined that the Participating Employer's insurance levy payments were no longer in arrears.
- (g) Default Cover for a Member who is an Accumulation Plus Member or an Accumulation Basic Member and who joins the Fund more than 150 days after the later of the date the employer became a Participating Employer and the date the Member commenced employment with the Participating Employer will commence from the later of:
  - (i) the date the Member joined the Fund;
  - (ii) the date the Policy Owner accepts the Participating Employer's nomination to make insurance levy payments to the Fund (as defined in Stevedores Rule 6.1 of the Trust Deed); and
  - (iii) if the Policy Owner has previously determined that the Participating Employer was not up-to-date with insurance levy payments, the date the Policy Owner last determined that the Participating Employer's insurance levy payments were no longer in arrears.
- (h) Default Cover for an Existing Member who did not hold Default Cover on the Effective Date who is a Permanent (Defined Benefit) Member will commence from the date the Member becomes a DB

Contributing Member under the rules of the Fund (or if the Member is a DB Non-Contributing Member, the date the Policy Owner and Company agree that cover should be provided).

- (i) An increase in Default Cover which is within the Automatic Insurance Limit and/or the Insured Member's Forward Underwriting Limit will commence from the date agreed between the Policy Owner and the Company.
- (j) Where the Member joins the Accumulation Advantage Category and qualifies for Default Cover whilst working for a Non-Participating Employer or a Standard Employer Sponsor or joins the Reliance Super Category and qualifies for Default Cover, Default Cover within the AAL commences from the date a SG contribution is received in respect of the Member.
- (k) Voluntary Cover, Default Cover above the AAL and Default Cover where the Member does not satisfy the eligibility criteria which is above the Insured Member's Forward Underwriting Limit (if applicable) will commence upon:
  - (i) the Company's acceptance of the risk following assessment of the Insured Member's application; or
  - (ii) the Company's acceptance of the Insured Member's agreement in writing of any special terms or conditions applied by the Company.
- (l) Decreased cover commences upon the Policy Owner's alteration to the cover on an Insured Member's request.
- (m) Where an Existing Member is eligible for cover under Clause 4.10(a), this cover will commence on the first day upon which the Participating Employer's first Superannuation Guarantee Contribution for the Existing Member's most recent period of employment (if applicable) relates.

## 5.2 Payment of Premium by the Policy Owner

- (a) The Policy Owner will pay to the Company the premium calculated in accordance with Clause 5.3 of this Policy on the due dates set out in the Policy Schedule.
- (b) The payment of the premium for a Fund Year by the Policy Owner must be accompanied by a schedule of Insured Members and each Insured Member's premium calculation, unless otherwise agreed.
- (c) Prior to 30 November each year, the Policy Owner will make an annual adjustment to the premium paid for the previous Fund Year, (paid by the Policy Owner if an additional premium is due, or paid by the Company if a refund to the Policy Owner is due) to take into account:
  - (i) new Insured Members joining the Fund;
  - (ii) increases and decreases in Amounts Insured;
  - (iii) free cover periods; and
  - (iv) termination of memberships.
- (d) The annual adjustment shall be calculated on such basis as agreed between the Company and the Policy Owner.
- (e) If the Policy Owner fails to pay any premium within 30 days of the date it falls due, the Company will give the Policy Owner written notice of its intention to lapse this Policy.
- (f) If the overdue premium has not been paid within a further 30 days of the notice provided to the Policy Owner pursuant to paragraph (d), this Policy will lapse and all cover under this Policy will cease.
- (g) If the event giving rise to a claim occurs within any period for which no premium has been remitted to the Company, no Amount Insured in respect of such claim will be payable until the premium has been remitted to the Company.

## 5.3 Premium Calculation

- (a) At any time, the premium due in respect of a particular Insured Member shall be that part (if any) of that Insured Member's current Amount Insured that has been accepted by the Company multiplied by the premium rates (as at the later of the first day of the Fund Year and the date the Member first became an Insured Member) as stated in the applicable table of rates.

If any part of that Insured Member's current Amount Insured has not been accepted by the Company on standard terms, then benefit exclusion(s) or other special acceptance term(s) may be determined and issued by the Company.

- (b) The premium due in respect of this Policy for any Fund Year shall be the sum of the premiums calculated in paragraph (a) of this Clause 5.3 in respect of every Insured Member.
- (c) The Company guarantees the premium rates in Schedules 1 and the Amounts Insured in Schedules 2 and 3 for the Rate Guarantee Period subject to paragraphs (d) and (e) of this Clause 5.3 below.
- (d) The Company has the right to vary the premium rates under this Policy during the Rate Guarantee Period if:
  - (i) there is a material change to the membership profile of the Fund during the Rate Guarantee Period resulting in a material change in the underlying risk profile of the membership such that premium rates would need to increase by more than 5% to account for the risk;
  - (ii) the benefit design and/or Eligibility Terms under this Policy are materially changed;
  - (iii) there is a material change in any government charge, licence fee, tax or any other impost that is directly attributable to the Policy;
  - (iv) the information with which the Company was provided was deficient in a material manner such that premiums would increase by more than 5% if such deficiencies were absent; or
  - (v) there is an invasion or outbreak of war (whether declared or not) in Australia.
- (e) The Company will give the Policy Owner written notice of 90 days advising of any proposed changes to the premium rates as a result of an event set out in paragraph (d) above.
- (f) The Company will conduct a review of the Maritime Super claims experience (including updated data from the previous insurer) 6 months before the end of the Rate Guarantee Period as set out in the Policy Schedule. If the combined Maritime Super Group Life and Income Protection Policies loss ratios are within 86% to 91%, the Company will extend the Rate Guarantee Period by an additional 2 years. The Company will notify the Policy Owner no less than 90 days prior to the end of the Rate Guarantee Period of the loss ratio and whether the extension will be applicable.

#### **5.4 Premium Adjustment in the Event of Misstatement of Age**

If the date of birth of an Insured Member proves to have been incorrectly stated:

- (a) where the premium paid for the Fund Year has been underpaid based on the age of the Insured Member, the amount payable and every benefit accruing under this Policy will be based on the cover that is commensurate to the premium that would have been payable based upon the Insured Member's correct age;
- (b) where the premium paid for the Fund Year has been overpaid based on the age of the Insured Member, the premium not required in respect of the Fund Year will be refunded as a premium adjustment to the Policy Owner; and
- (c) any corrections will be treated as part of the premium adjustment under this Policy.

#### **5.5 Benefit Adjustment due to fraudulent assessment of Occupation Classification**

If an Insured Member's occupation has been incorrectly classified based on a fraudulent statement or classification of occupation made by the Insured Member at the time of applying for or varying cover, in the event of a claim, the Company may adjust the Benefit(s) payable to reduce the Amount Insured in accordance with a formula that takes into account the premium that would have been payable had the Insured Member not made a fraudulent statement or classification of their occupation.

#### **5.6 Wartime Premium**

In the event of any war or act of invasion (whether declared or undeclared) in which the Commonwealth of Australia's armed forces are involved, or the country of residence of the Insured Member is involved (including any temporary residence), the Company reserves the right to alter the premium rates under this Policy.

#### **5.7 Tax Adjustments**

Where the Company is liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with this Policy, the Company may vary or otherwise adjust any amounts

(including the premium) under this Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

## 5.8 Application for Cover & Cover Terms

- (a) Where an Insured Member:
- (i) seeks Voluntary Cover (including an increase in Voluntary Cover) under the Eligibility Conditions;
  - (ii) seeks Default Cover in excess of the AAL and the Insured Member's Forward Underwriting Limit (if applicable);
  - (iii) seeks Default Cover but does not meet the Eligibility Conditions;
  - (iv) after opting out of cover, wishes to re-instate the Default Cover or obtain Voluntary Cover; the Insured Member must make application for cover to the Company by:
    - I. completing the required form;
    - II. providing the Company with Evidence of Insurability, including but not limited to evidence of health condition by medical test(s) (including those determined by the Company as mandatory based on the Member's age and the total amount of cover sought); and
    - III. meeting any other Evidence of Insurability requirements as determined by the Company from time to time.
- (b) Any application for cover is subject to the Maximum Benefit approved from time to time by the Company in relation to the Insured Member.
- (c) If the Company does not accept any part of an Insured Member's Amount Insured on standard terms, the Company may determine and issue exclusions or special acceptance terms.
- (d) Subject to Clause 4.15, an Insured Member may decrease cover by request to the Policy Owner. The Policy Owner will decrease the cover and notify the Company in the renewal report.
- (e) Whilst a Member is being underwritten for Death Only or Death and TPD cover by the Company, they will be provided with interim accidental cover until the date the application for cover is either accepted or rejected by the Company, the date the application is withdrawn by the Member or 180 days from the date the application for cover is received by the Company. Interim accidental cover is limited to the lesser of cover applied for and \$1,500,000.
- If death occurs or disability arises during this interim period, directly or indirectly as a result of any of the following, no benefit will be payable:
- (i) engaging in any sport or pastime that the Company would not normally provide cover at standard rates or terms;
  - (ii) any injury, sickness or disease that occurred, or that a reasonable person would have been aware of prior to cover being applied for; and
  - (iii) other excluded events as described in Clause 6.

## 5.9 Continuation Option

### (a) Teekay and Trident Members

This option only applies to Teekay Members & Trident Members with death only or death and TPD cover in place on 1 January 2010 where cover under the insurance policy or policies held by the trustee of the Teekay Staff Superannuation Plan at 31 December 2009 included a 'continuation option' as set out in said policies.

An Insured Member under this Policy who, being under the age of 60 years, leaves employment with the Principal Employer other than as a result of an injury or sickness, shall be entitled, within 60 days after ceasing employment, to apply for and have issued on his or her life a policy that the Company from time to time considers appropriate, without being required to produce any Evidence of Insurability other than as provided in paragraph (vii) of this Clause 5.9(a) provided that such policy shall be:

- (i) for Death Only (subject to satisfying the eligibility requirements) cover to a maximum of \$750,000;
- (ii) for an amount not exceeding the Insured Member's Amount Insured at the date the Insured Member ceased employment;

- (iii) under one of such selected tables as the Company may from time to time determine;
- (iv) subject to the yearly renewable term premium rates then charged by the Company in accordance with his or her then attained age;
- (v) subject to the yearly renewable term issue ages and standard policy conditions and provisions;
- (vi) subject to any extra premium or exclusion Clause imposed on the Insured Member's Amount Insured; and
- (vii) subject to the Insured Member submitting such evidence of health (and if required any blood tests) regarding AIDS as shall be acceptable to the Company and, where the premium of the policy selected is subject to variation based on the smoking habits of the Insured Member, such declaration as the Company may determine.

During the 60 day option period, the Insured Member's existing Death Only cover will continue free of charge.

**(b) Other Sub-fund Members**

This option only applies to all Existing Sub-fund Members with Death Only or Death and TPD cover under the Previous Insurance Arrangements which included a Continuation Option.

An Insured Member under this Policy who, being under the age of 60 years leaves employment with the Employer other than as a result of injury or sickness, shall be entitled, within 60 days after ceasing employment, to apply for and have issued on his or her life a policy that the Company from time to time considers appropriate, without being required to produce any Evidence of Insurability other than as provided in paragraph (vii) of this Clause 5.9(b) provided that such policy shall be:

- (i) for Death Only or Death and TPD benefits (subject to satisfying the eligibility requirements);
- (ii) for an amount not exceeding the Insured Member's Amount Insured at the date the Insured Member ceased employment;
- (iii) under one of such selected tables as the Company may from time to time determine;
- (iv) subject to the yearly renewable term and TPD premium rates then charged by the Company in accordance with his or her then attained age;
- (v) subject to the yearly renewable term and TPD issue ages and standard policy conditions and provisions;
- (vi) subject to any extra premium or exclusion Clause imposed on the Insured Member's Amount Insured; and
- (vii) subject to the Insured Member submitting such evidence of health (and if required any blood tests) regarding AIDS as shall be acceptable to the Company and, where the premium of the policy selected is subject to variation based on the smoking habits of the Insured Member, such declaration as the Company may determine.

During the 60 day option period, the Insured Member's existing Death Only or Death and TPD cover will continue free of charge.

**5.10 Continued Cover for Sub-fund Members, AMOU Staff Members, Accumulation Basic Members and Accumulation Plus Members**

**(a) Continued Cover for Contributory Accumulation Members, Sub-fund Members, AMOU Staff Members, Accumulation Basic Members and Accumulation Plus Members**

Where a Member of a Sub-fund, Contributory Accumulation, Accumulation Plus, or Accumulation Basic Category terminates employment with his/her Participating Employer and the Member is transferred to the Retained Benefits Category or the Accumulation Advantage Category in the Maritime Super division, their Default Cover and any Voluntary Cover obtained under Clause 5.10(b) held will automatically transfer to that Category in the Maritime Super division in the form of Continued Cover as per Schedule 2 (up to the maximum number of whole units of cover in that Category totalling not more than the amount of Default Cover held at the date of cessation of employment), without the need for providing Evidence of Insurability. Default Cover paid for by the Employer is provided free of charge between the date of termination of employment and the date the Policy Owner transfers the Member to the Retained Benefits or Accumulation Advantage Category.

However, if the Insured Member already has Continued Cover, Default Cover and any Voluntary Cover obtained under Clause 5.10(b) held by the Member prior to termination of employment will not be transferred but will cease at the date of cessation of employment.

If within thirty (30) days of the date of the Policy Owner's notice to the Insured Member that their membership has been transferred to the Retained Benefits Category or Accumulation Advantage Category of the Fund, where the



Default Cover was paid for by the Employer and the Member provides written notice to the Policy Owner in the form prescribed by the Policy Owner to cancel that cover, the Member will be entitled to a refund of premiums paid by the Member for the transferred cover.

Where a Member of the AMOU Staff Category terminates employment with his/her Participating Employer, Default Cover automatically continues and is provided free of charge between the date of termination of employment and the date the Policy Owner transfers the Member to another General Category. When an AMOU Staff Member is transferred to another General Category, Default Cover will automatically transfer to that Category as Continued Cover as per Schedule 2 with premiums payable at the rates in Schedule 1 (up to the maximum number of whole units of cover in that Category totalling not more than the amount of Default Cover held at the date of cessation of employment), without the need for providing Evidence of Insurability.

Voluntary Death and TPD Cover held by a Sub-fund, Accumulation Plus, Accumulation Basic or AMOU Staff Member automatically continues following termination of employment with a Participating Employer.

**(b) Continued Cover for other General Category Members (except for Permanent (Defined Benefits) Members)**

Where an Insured Member of the Contributory Accumulation or Accumulation Advantage Category holds Default Cover and the Member is transferred to another Category in the Fund (subject to Clause 5.11) and is entitled to receive Default Cover under the Category being transferred to, the Insured Member will receive the new level of Default Cover.

The existing level of Default Cover is cancelled unless the existing level of Default Cover is higher than the new level of Default Cover, in which the amount of existing Default Cover in excess of the new Default Cover will be added as Voluntary Cover as per Schedule 2 with premiums payable at the rates in Schedule 1. Any Voluntary Cover received under this Clause 5.10(b) must be accepted by the Insured Member within 90 days of receiving the Funds letter, otherwise the Voluntary Cover will terminate.

However, if the Insured Member already has Continued Cover, Default Cover and any Voluntary Cover obtained under this Clause 5.10(b) held by the Member prior to termination of employment will not be transferred but will cease at the date of cessation of employment.

## 5.11 Ceasing of Cover

**(a) All Members**

Death and TPD Voluntary Cover and Death and TPD Default Cover for all Members ceases on the earliest of the following events:

- (i) subject to Clause 4.15 and Clause 5.10, the date of the Policy Owner's receipt of written notification from the Insured Member of cancellation of cover;
- (ii) the date that the Policy Owner cancels cover in writing;
- (iii) immediately all benefits for the Insured Member within the Fund are transferred to purchase a pension within the Fund (for Sub-fund members subject to any Continuation Option under Clause 5.9);
- (iv) immediately from the time of ceasing membership of the Fund (for Sub-fund members this is subject to any Continuation option under Clause 5.9);
- (v) the date a Death or TPD benefit is paid or becomes payable. Other than in respect of Basic cover for an Accumulation Plus or Accumulation Basic Insured Member, where the Death cover is greater than the TPD cover, the remaining Death cover shall continue (and shall henceforth be subject to other cancellation provisions);
- (vi) in respect of Default Cover which is paid for by the Insured Member's Employer, the Employer not paying the premium as and when it falls due under the rules of the Fund;
- (vii) the date of termination of the Policy;
- (viii) the date a Terminal Illness benefit is paid. Where the Death Only or Death and TPD cover is greater than the Terminal Illness benefit paid, then the Insured Member's Death Only and/or Death and TPD cover in excess the Terminal Illness benefit shall continue (and shall henceforth be subject to other cancellation provisions);
- (ix) 30 days after the date the Insured Member should have returned to work in Australia after being seconded overseas;
- (x) for TPD cover, 30 days after the date the Insured Member should have returned to work after expiry of an agreed period of Approved Leave;

- (xi) four years (or such longer period as the Company has approved in respect of the Insured Member) after the date the Insured Member is seconded and commences to work overseas, unless the secondment has completed or ceased, and the Insured Member has returned to work in Australia;
- (xii) if the Insured Member holds or held Temporary Work Visa or is a New Zealand national, immediately on leaving Australia (except as a seafarer as part of employment) or not being eligible to work under Australian Law; and
- (xiii) if the Insured Member has been an Inactive Member (subject to the reinstatement provisions in Clause 4.14), the later of:
  - I. the date that the Insured Member became an Inactive Member; and
  - II. the end of the period of cover for which premiums have been paid following the Insured Member becoming an Inactive Member.

However, if prior to cover ceasing under this paragraph, the Policy Holder receives an Election from the Insured Member, cover will continue and this paragraph will no longer apply to such cover.
- (xiv) On 1 July 2020 (subject to the reinstatement provisions in Clause 4.14), if the Insured Member's Cover commenced prior to 1 April 2020 and the Insured Member :
  - I. has not had an account balance with the Fund of at least \$6,000 on or after 1 November 2019;
  - II. has not made an Election; and
  - III. is not an Exempt Member

**(b) General Category (including AMOU Staff) Members**

In addition to (a) above, Death and TPD Voluntary Cover and Death and TPD Default Cover for General Category (including AMOU Staff) Members will also cease on the earliest of the following events:

- (i) the Insured Member attaining age 65 for cover provided under Schedule 1; and age 70 for cover provided under Schedules 2 and 3;
- (ii) for TPD cover, the date the Insured Member permanently retires;
- (iii) in respect of Voluntary Cover and/or Default Cover which is paid for by deduction to the Insured Member's account(s) within the Fund:
  - I. the Insured Member has an insufficient accumulation balance to pay the premium in full when it falls due; or
  - II. if:
    - 1. in respect of a Member who is a Permanent (Defined Benefit) Member or a Defined Benefit Member in the ASP Part, AMOU Staff Category, Teekay Member, Trident Members or SVITZER Categories, at 30 June following a period of at least 16 consecutive months where no contributions or other deposit amounts have been received from or in respect of the Insured Member and there has been no benefit accrual in respect of the Member's interest if it is a defined benefit interest; or
    - 2. in respect of a Member who is a General Category Member and a former Member of a Sub-fund, the Permanent (Defined Benefit) Category or the AMOU Staff Category, there has been at 30 June, a period of at least 16 consecutive months where no contributions or other deposit amounts have been received from or in respect of the Insured Member to the General Category; or
    - 3. for any other Member (other than an Allocated Pension (ex SERF) Member or a Working Income Support Pension (ex SERF) Member, there has been at 30 June, a period of at least 16 consecutive months where no contributions or other deposit amounts have been received from or in respect of the Insured Member
- (iv) in respect of Default Cover for a Permanent (Defined Benefit) Insured Member, the date the Insured Member ceases to be a DB Contributing Member under the rules of the Fund (or as otherwise agreed between the Company and the Policy Owner, in accordance with the rules of the Fund); and
- (v) in the case of Death and TPD Default Cover for Accumulation Plus and Accumulation Basic Members, the Policy Owner determines that the Insured Member does not have any Participating Employers who are up-to-date with insurance levy payments (as defined in Stevedores Rule 6.1 of the Trust Deed).

**(c) Sub-fund Members**

In addition to (a) above Death and TPD Cover for Sub-fund Members will also cease on the earliest of the following events:

- (i) in respect of Default Cover:
  - I. for a Teekay Member of the DB Sub-Fund Division A, the last day of the calendar month in which the Insured Member attains age 63;
  - II. for a Teekay Member in the Accumulation Category or a Trident Member in the Accumulation Category, the last day of the calendar month in which the Insured Member attains age 70;
  - III. for all other Members, the date the Insured Member attains age 70; and in respect of Voluntary Cover, the date the Insured Member attaining age 70;
- (ii) the date the Company accepts the Insured Member's Continuation Option application;
- (iii) in respect of cover which is paid by deduction to the Insured Member's account(s) within the Fund;
  - I. the Insured Member has an insufficient accumulation balance to pay the premium in full when it falls due; or
  - II. if there has been on 30 June, a period of at least 16 consecutive months where no contributions or other deposit amounts have been received from or in respect of the Insured Member and there has been no benefit accrual in respect of the Member's interest if it is a defined benefit interest and the Insured Member's withdrawal benefit is below the insurance threshold and the Policy Owner issues written notice to the Insured Member that his/her insurance will be cancelled six months later, six months after the date of the written notice, unless at any time prior to the end of the six month period, the Insured Member has issued a written notice on the Policy Owner in the form prescribed by the Policy Owner that the Insured Member does not want his/her insurance cover cancelled.
  - III. The insurance threshold is \$10,000 or such other amount as agreed between the Policy Owner and the Company.
- (iv) in respect of Default Cover for SVITZER (Accumulation or Defined Benefit) Members, the Insured Member's terms of employment change to casual or the Insured Member regularly works less than 15 hours a week for the SVITZER Category Principal Employer;
- (v) in respect of Default Cover for Teekay Members and Trident Members, the Member makes a valid choice for the Principal Employer to make future superannuation contributions to another superannuation fund;
- (vi) in respect of Default Cover where the Member ceases to be eligible for Sub-fund membership, the Member changes employment with their Principal Employer from permanent to casual; and
- (vii) in respect of Default Cover, the date the Member terminates employment with their Principal Employer (subject to Clauses 5.9 and 5.10).

**5.12 Policy Renewal**

- (a) The Company guarantees renewal of this Policy at each Renewal Date, subject to:
  - (i) the receipt of the report in paragraph (b) below;
  - (ii) the payment of the premium; and
  - (iii) the due observance of all terms and conditions of this Policy.
- (b) In respect of each Renewal Date and by 30 November, the Policy Owner must furnish the Company with details of all Insured Members of the Fund (new and existing) including persons who have been Insured Members since the last Renewal Date who are Insured Members at the Renewal Date. Such details must include:
  - (i) the name, gender and date of birth of each Insured Member;
  - (ii) the Amount Insured or level of cover required at the Renewal Date;
  - (iii) the date cover ceases (if any) for each Insured Member; and
  - (iv) the date of commencement of cover and date of commencement of employment with an Employer (if held in the records of the Policy Owner).

The Company and Policy Owner may agree to provide more limited information under this Clause.

### 5.13 Claims

- (a) It is a condition precedent of any payment of the TPD benefit that the Insured Member who is or was gainfully employed has ceased Gainful Employment.
- (b) The Policy Owner will give notice to the Company of the death, Terminal Illness or TPD of any Insured Member which gives rise to a claim within a reasonable time of such occurrence.
- (c) The Company maintains the right to fully investigate and assess any claims to its satisfaction prior to the settlement of any such claim.
- (d) All ongoing claim requirements will be furnished by the Policy Owner to the Company as required.
- (e) In respect of claims that arise whilst the Insured Member is overseas, the Company may require the Insured Member to return to Australia for medical treatment and assessment. The Company will not pay costs relating to the Insured Member's return to Australia.
- (f) Unless otherwise agreed, all payments in respect of an Insured Member will be paid to the Policy Owner (or a person nominated by the Policy Owner).

### 5.14 Worldwide Cover

Subject to the provisions of this Policy and unless the parties agree otherwise in writing, Insured Members are covered 24 hours a day and may travel in any part of the world without restriction to the Benefits payable under this Policy, subject to the following conditions:

- (a) where an Insured Member is seconded overseas (other than to a war zone) by reason of their employment, for a period of more than four years, the Insured Member must make a request to the Company to continue the cover. The Company may continue the cover having regard to the location and type of secondment. A seafarer whose employment requires them to travel outside Australian waters shall not be considered to be seconded overseas for the purposes of this Clause.
- (b) cover automatically ceases if the Insured Member fails to return to work within 30 days after the end of the secondment overseas and immediately on the fourth anniversary of secondment (or any later date of return to work in Australia as agreed by the Company).
- (c) cover will not be provided to Insured Members who are residing, seconded overseas by reason of their employment or travelling or holidaying overseas in a country listed by the Department of Foreign Affairs and Trade travel advisory of "Do not travel" at the time the Insured Member leaves Australia.
- (d) where an Insured Member is travelling or holidaying overseas (other than to a war zone), cover will be provided for up to three months and for any period in excess of three months, the Insured Member will not be covered if the Insured Member is travelling or holidaying overseas in a country listed in the Department of Foreign Affairs and Trade travel advisory of "Reconsider your need to travel" or "Do not travel".

### 5.15 Approved Leave

If the Insured Member is:

- (a) given leave from employment without pay or is given maternity or paternity leave; and
- (b) is not residing overseas in a war zone;

the Insured Member's cover will continue for a period not exceeding 24 months from the commencement of leave.

Continuation of cover is subject to:

- (a) a written agreement from the Employer confirming a firm return to work date; and
- (b) the payment of the premium for the Insured Member.

If the Insured Member has not returned to work on the agreed return to work date, TPD cover will automatically cease 30 days after the agreed return to work date. If the Insured Member has not returned to work within the required 24 month period, TPD cover will cease on the expiration of the 24 month period.

However, an Insured Member may apply to the Company to have TPD cover extended beyond this 24 month period.

Death cover automatically continues after this 24 month period. For unitised cover, cover will be provided as Death only cover for an amount not exceeding the Death and TPD Amount Insured held immediately prior to the cancellation of TPD cover).

### **5.16 Terminal Illness Benefit**

The Company will pay a Terminal Illness benefit in respect of the Insured Member, comprising of an advanced lump sum payment of 100% of the Death cover (up to a maximum of \$5,000,000), upon the Insured Member being diagnosed as terminally ill and where in the opinion of the Company, the Insured Member is not expected to live for 12 further months regardless of any treatment undertaken. Payment of the Terminal Illness benefit is in full discharge of the Death benefit if the Death cover is less than \$5,000,000.

Two (2) Medical Practitioners (with at least one of these being a specialist in the relevant area) must certify in writing that despite all reasonable medical treatment, the Insured Member's medical condition will result in the Insured Member's death within 24 months of the date of providing the medical certification.

The Insured Member must also become terminally ill whilst cover under this Policy is in place and remain terminally ill at the time the claim for the Terminal Illness benefit has been lodged.

### **5.17 Takeover Terms**

The Company and Policy Owner agree to adopt the 'Group Insurance Takeover Terms' set out in FSC Guidance Note No. 11.00 ('the FSC Guidance Note') with respect to Members of the Fund who were insured under the Previous Policy Arrangements.

In addition, the Company may offer takeover terms in line with the FSC Guidance Note to provide insurance cover under this Policy for a person who is an employee of a new Principal Employer joining the Fund without requiring Evidence of Insurability if all employees of the Principal Employer had similar cover with their previous insurer.

A person who was insured under a takeover policy the day before the 'takeover date' (as defined in FSC Guidance Note) will on and from the takeover date receive 'takeover cover' (as defined in FSC Guidance Note) under this Policy.

Unless otherwise agreed in writing between the parties, an Insured Member receiving takeover cover will continue to be subject to any individual conditions or restrictions that applied to that Insured Member under the takeover policy the day before the takeover date and will continue to apply to them until they expire according to their terms.

### **5.18 Variation**

This Policy may be varied by written agreement between the Company and the Policy Owner.

### **5.19 Interpretation**

- (a) The headings in this Policy are a guide only and are not intended to be used to interpret the Policy conditions.
- (b) If the context allows, plurals can be read as singular and the singular read as plurals.
- (c) In this Policy, a month refers to a calendar month.

### **5.20 Profit Share**

This Policy does not participate in a profit-sharing arrangement.

### **5.21 Statutory Fund**

This Policy forms part of the Company's Statutory Fund No 1.

## 6 Exclusions

No benefit will be payable by the Company to any Insured Member, for a claim which is caused wholly or partly, directly or indirectly as a result of:

- (a) active service in the armed forces of any country or international organisation; or
- (b) any act of invasion or war, whether declared or undeclared, in which the Commonwealth of Australia's armed forces are involved, or the country of residence (including temporary residence) of the Insured Member is involved.

No Voluntary Cover benefit will be payable by the Company to any Insured Member, for a claim which is caused wholly or partly, directly or indirectly as a result of:

- (a) death due to suicide occurring within 13 months of cover commencing under this Policy or any Previous Insurance Arrangement or, where cover has lapsed and been reinstated, within 13 months of such cover being reinstated; or
- (b) TPD arising due to a deliberate self-inflicted injury or attempted suicide or self-destruction while either sane or insane.

## 7 Schedules

### 7.1 Schedule 1 – Premium rates for unitised and formula driven cover

Annual rate per \$1,000 of Annual Amount Insured

Rates are inclusive of stamp duty, nil commission and GST

Age at last 30 June	Heavy Blue		Light Blue		White Collar	
	Death Only	Death & TPD	Death Only	Death & TPD	Death Only	Death & TPD
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						

Refer to PDS Insurance Supplement

Age at last 30 June	Heavy Blue		Light Blue		White Collar	
	Death Only	Death & TPD	Death Only	Death & TPD	Death Only	Death & TPD
42						
43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						
65*						
66*						
67						
68*						
69*						

Refer to PDS Insurance Supplement

\*Formula driven cover ceases at age 64 age last 30 June



## 7.2 Schedule 2 – Value of one unit of cover

Age at last 30 June	Heavy Blue		Light Blue		White Collar	
	Death Only	Death & TPD	Death Only	Death & TPD	Death Only	Death & TPD
15	87,000	64,000	90,000	66,000	142,000	100,000
16	87,000	64,000	90,000	66,000	142,000	100,000
17	87,000	64,000	90,000	66,000	142,000	100,000
18	87,000	64,000	90,000	66,000	142,000	100,000
19	87,000	64,000	90,000	66,000	142,000	100,000
20	87,000	64,000	90,000	66,000	142,000	100,000
21	87,000	64,000	90,000	66,000	142,000	100,000
22	87,000	64,000	90,000	66,000	142,000	100,000
23	87,000	64,000	90,000	66,000	142,000	100,000
24	87,000	64,000	90,000	66,000	142,000	100,000
25	87,000	64,000	90,000	66,000	142,000	100,000
26	85,000	62,000	90,000	65,000	142,000	99,000
27	83,000	61,000	90,000	63,000	142,000	98,000
28	81,000	58,000	90,000	61,000	142,000	98,000
29	79,000	56,000	90,000	59,000	142,000	96,000
30	77,000	52,000	90,000	57,000	142,000	95,000
31	75,000	49,000	90,000	55,000	142,000	94,000
32	73,000	47,000	90,000	53,000	142,000	92,000
33	71,000	44,000	90,000	50,000	142,000	90,000
34	69,000	41,000	90,000	47,000	142,000	84,000
35	67,000	38,000	90,000	46,000	142,000	81,000
36	63,000	35,000	88,000	44,000	140,000	76,000
37	59,000	32,000	84,000	41,000	133,000	72,000
38	55,000	29,000	80,000	39,000	129,000	67,000
39	51,000	26,000	76,000	37,000	120,000	63,000
40	47,000	24,000	71,000	34,000	116,000	59,000
41	43,000	22,000	67,000	31,000	108,000	54,000
42	41,000	20,000	63,000	28,000	102,000	50,000
43	39,000	18,000	59,000	26,000	94,000	46,000
44	38,000	16,000	54,000	24,000	88,000	41,000
45	34,000	14,000	50,000	21,000	80,000	37,000

Age at last 30 June	Heavy Blue		Light Blue		White Collar	
	Death Only	Death & TPD	Death Only	Death & TPD	Death Only	Death & TPD
46	31,000	13,000	46,000	19,000	74,000	34,000
47	28,000	11,000	41,000	17,000	67,000	30,000
48	25,000	10,000	38,000	15,000	61,000	27,000
49	23,000	9,000	34,000	14,000	55,000	24,000
50	20,000	8,000	30,000	12,000	49,000	21,000
51	18,000	7,000	27,000	11,000	44,000	19,000
52	16,000	6,000	24,000	10,000	40,000	17,000
53	15,000	5,000	22,000	8,000	35,000	15,000
54	13,000	5,000	19,000	7,000	31,000	13,000
55	12,000	4,000	17,000	6,000	28,000	11,000
56	11,000	4,000	15,000	6,000	25,000	10,000
57	10,000	3,000	14,000	5,000	22,000	9,000
58	9,100	3,000	12,000	4,000	20,000	8,000
59	8,200	3,000	11,000	4,000	18,000	7,000
60	7,400	2,000	10,000	3,000	16,000	6,000
61	6,700	2,000	8,000	3,000	14,000	5,000
62	6,100	2,000	7,000	3,000	12,000	4,000
63	5,600	2,000	7,000	2,000	11,000	4,000
64	5,100	2,000	6,000	2,000	9,000	3,000
65	5,100	2,000	6,000	2,000	9,000	3,000
66	5,100	2,000	6,000	2,000	9,000	3,000
67	5,100	2,000	6,000	2,000	9,000	3,000
68	5,100	2,000	6,000	2,000	9,000	3,000
69	5,100	2,000	6,000	2,000	9,000	3,000

**7.3 Schedule 3 – Default Death and TPD Cover for Accumulation Plus and Accumulation Basic Members**

Age at last 30 June	Stevedore default	
	Death Only	Death & TPD
15	350,000	175,000
16	350,000	175,000
17	350,000	175,000
18	350,000	175,000
19	350,000	175,000
20	350,000	175,000
21	350,000	175,000
22	350,000	175,000
23	350,000	175,000
24	350,000	175,000
25	350,000	175,000
26	350,000	175,000
27	350,000	175,000
28	350,000	175,000
29	350,000	175,000
30	350,000	175,000
31	334,600	167,300
32	319,200	159,600
33	303,800	151,900
34	291,000	145,500
35	282,600	141,300
36	274,000	137,000
37	263,800	131,900
38	250,000	125,000
39	232,200	116,100
40	214,200	107,100
41	196,200	98,100
42	178,400	89,200
43	160,400	80,200
44	144,200	72,100
45	128,800	64,400

Age at last 30 June	Stevedore default	
	Death Only	Death & TPD
46	116,000	58,000
47	103,200	51,600
48	91,200	45,600
49	81,000	40,500
50	71,600	35,800
51	63,000	31,500
52	55,400	27,700
53	48,600	24,300
54	43,400	21,700
55	38,400	19,200
56	35,000	17,500
57	31,400	15,700
58	29,000	14,500
59	26,400	13,200
60	23,800	11,900
61	21,200	10,600
62	19,600	9,800
63	17,800	8,900
64	17,000	8,500
65	17,000	8,500
66	17,000	8,500
67	17,000	8,500
68	17,000	8,500
69	17,000	8,500

The premium for Default Death and TPD Cover under Schedule 3 will be calculated as per Schedule 1 as:

- a) Default Death Cover / 1000 x Death Only premium rate (based on occupation and age last 30 June)
- Plus
- b) Default TPD Cover / 1000 x (Death and TPD premium rate less Death Only premium rate (based on occupation and age at last 30 June))