



Maritime Super - Supplementary Group Income Protection Insurance Policy attached to Group Life Policy No. G3608

Policy Number	G3608
Policy Name	Maritime Super Supplementary Group Income Protection 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.

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

Contents

1	Insuring Clause	4
2	Policy Schedule.....	5
3	Definitions	8
4	Eligibility Conditions	15
4.1	General.....	15
4.2	Existing Members with cover	15
4.3	Eligibility and Cover for new Contributory Accumulation, Accumulation Plus, Accumulation Basic, ASP Parts Members and Accumulation Advantage Members (other than employees of Group Employers)	16
4.4	Eligibility for Cover for AMOU Staff Members.....	17
4.5	Eligibility for Cover for New Sub-Fund Members	17
4.6	Eligibility for Cover for Group Employer Arrangements	18
4.7	Default Cover for New Sub-Fund and AMOU Staff Category Members	18
4.8	Default Cover for Employee Members of Group Employers	19
4.9	Cover for Insured Members not in Active Employment and Limited Cover provisions.....	20
4.10	Eligibility for Cover within the Forward Underwriting Limit	21
4.11	Occupation Categories	21
4.12	Opt Out, Decrease and Reinstatement of Cover	21
4.13	Request for Voluntary Cover	22
4.14	Individual Transfer Terms.....	22
5	General Conditions	24
5.1	Commencement of Cover.....	24
5.2	Payment of Premium by the Policy Owner	25
5.3	Premium Calculation	25
5.4	Premium adjustment in the event of misstatement of age	26
5.5	Benefit Adjustment due to fraudulent assessment of Occupation Classification	26
5.6	Wartime Premium Increase	26
5.7	Tax Adjustments.....	26
5.8	Premium Refunds.....	26
5.9	Application for Cover & Cover Terms	27
5.10	Continued Cover for Sub-fund Members	28
5.11	Continued Cover for General Category Members	29
5.12	Ceasing of Cover	29
5.13	Ceasing of Benefit Payments	31
5.14	Supplementary Policy Renewal	31
5.15	Claims	31
5.16	Waiting Period	33
5.17	Concurrent Disability	33
5.18	Recurrent Disability	33
5.19	Rehabilitation Expenses	33
5.20	Death Benefit Whilst on Claim	33
5.21	Worldwide Cover	34

5.22	Approved Leave	34
5.23	Takeover Terms	34
5.24	Variation	34
5.25	Interpretation	35
5.26	Continuation Option	35
5.27	Profit Share.....	35
5.28	Statutory Fund	35
6	Exclusions	36
7	Schedules	37
7.1	Schedule 1 – Benefits and Benefit Offsets	37
7.2	Schedule 2 – Income Protection Insurance Premium Rates	39

1 Insuring Clause

SUPPLEMENTARY INCOME PROTECTION INSURANCE POLICY ATTACHED TO GROUP LIFE INSURANCE POLICY NO. G3608

OPERATIVE PROVISIONS

This Supplementary Income Protection Insurance Policy (the Supplementary Policy) is issued by MLC Limited ABN 90 000 000 402, AFSL Number 230694 (the Company) to the Policy Owner Maritime Super Pty Limited ABN 43 058 013 773 (Policy Owner).

This Supplementary Policy is attached to the Group Life (Death & Total and Permanent Disablement) Insurance Policy No. G3608 issued by the Company to the Policy Owner in its capacity as the Trustee of Maritime Super (the Fund).

This Supplementary 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 as calculated in accordance with this Supplementary Policy, immediately upon proof being given to the satisfaction of the Company of:

1. the identity of the Insured Member, upon whose disablement, the Company is asked to make payment;
2. the correctness of the age of that Insured Member; and
3. the Insured Member, to the satisfaction of the Company, meeting the requirements for payment of Income Protection benefits.

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

2 Policy Schedule

Policy Type	Superannuation	
Policy Owner (Trustee)	Maritime Super Pty Limited ABN 43 058 013 773	
Fund	Maritime Super	
Policy No.	G3608	
Effective Date	1 July 2019	
Benefits	When Payable	In the event of disablement of an Insured Member, Benefits are payable as provided for in Schedule 1. The Benefit will be determined as at the date that the Insured Member ceased employment because of an Injury or Sickness.
	Monthly Benefit	<p>Where the Member is:</p> <p>(a) an Existing Member with Income Protection Cover at the Effective Date who has not opted down to 50% under Clause 4.2,</p> <p>(b) accepted under Group Employer Arrangements, or</p> <p>(c) accepted by the Company for 75% of income under Clauses 4.3 or 5.9</p> <p>the Monthly Benefit is the lowest of:</p> <p>(i) 75% of the Insured Member's Income;</p> <p>(ii) the Maximum Monthly Benefit; and</p> <p>(iii) the Amount Insured.</p> <p>Where the Member is:</p> <p>(a) an Existing Member with Income Protection Cover at the Effective Date who has opted down to 50% under Clause 4.2, or</p> <p>(b) accepted by the Company for 50% of income under Clause 4.3 or 5.9</p> <p>the Monthly Benefit is the lowest of:</p> <p>(i) 50% of the Insured Member's Income;</p> <p>(ii) the Maximum Monthly Benefit; and</p> <p>(iii) the Amount Insured.</p> <p>The Company reserves the right to limit increases in the Amount Insured per Insured Member to 30% in any 12-month period. This does not apply to Employees of the following Hutchison Ports Employers:</p> <ul style="list-style-type: none"> • Sydney International Container Terminal Pty Ltd; and • Brisbane International Container Terminals Pty Ltd <p>who transition a new Member from a Trainee to a permanent in their first year of employment with the Employer.</p>

	Default Monthly Benefit	<p>New Members who receive Default Cover</p> <p><i>Income details are provided</i></p> <p>Where cover is provided to a Member under Clauses 4.7 and 4.8 of this Policy as Default Cover, the Member will receive the lesser of:</p> <ul style="list-style-type: none"> (a) 50% of Income or 75% if the Member is under a Group Employer Arrangement; and (b) the applicable AAL <p>as their Default Monthly Benefit if Income details are provided.</p> <p><i>Income details are not provided</i></p> <p>Where cover is provided to a Member under Clauses 4.7 and 4.8 of this Policy as Default Cover, the Member will receive the lesser of:</p> <ul style="list-style-type: none"> (a) 50% of Income or 75% if the Member is under a Group Employer Arrangement; and (b) \$4,500 per month <p>as their Default Monthly Benefit if Income details are not provided.</p> <p>New Members who do not receive Default Cover</p> <p>Where cover is provided to a Member under Clause 4.3 of this Policy as Voluntary Cover, the Member will receive the lesser of:</p> <ul style="list-style-type: none"> (a) 50% or 75% of the Insured Member's Income (as elected by the Insured Member), and (b) the applicable AAL <p>as their Default Monthly Benefit.</p>	
Maximum Monthly Benefit	\$20,000		
Automatic Acceptance Limit (AAL) (per month)	General Categories	Contributory Accumulation Members	\$8,000
		Accumulation Advantage Members	\$8,000
		Allocated Pension Members and Working Income Support Pension Members	Not applicable. Members of these categories are not eligible for cover under this Supplementary Policy.
		Retained Benefit Members	If the Member is part of a Group Employer Arrangement, \$8,000. Otherwise, all cover is subject to underwriting.
		Accumulation Plus Members	\$8,000

		Accumulation Basic Members	\$8,000
		Permanent (Defined Benefit) Members	Not applicable. Members of these categories are not eligible for cover under this Supplementary Policy.
		AMOU Staff Members	\$10,500
		Reliance Super Members	Not applicable. All cover is subject to underwriting.
	Sub-fund Members	ASP Parts Members	\$8,000
		All other Sub-fund Members	\$10,500
Waiting Period(s)	30 days or 90 days		
Default Waiting Period	90 days		
Ceasing Age	Teekay Member in the Accumulation Category of the Fund	The last day of the calendar month in which the Insured Member attains 65 years of age	
	Trident Members in the Accumulation Category of the Fund	The last day of the calendar month in which the Insured Member attains 65 years of age	
	All other Members	Age 65	
Maximum Benefit Period	2 years		
Benefit Escalation Rate	The lower of: (a) the Consumer Price Index rate of increase; and (b) 5% per annum.		
Due Date of Subsequent Premium	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.		
Renewal Date	1 July 2020 and 1 July of each subsequent year.		
Frequency of Payments	Annually in advance		
Rate Guarantee Period	1 July 2019 to 30 June 2022.		
Profit Share	Non-participating		

3 Definitions

In this Supplementary 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.

AMOU means the Australian Maritime Officers Union.

Amount Insured means the amount of Income Protection cover, comprising any Default Cover and/or 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 Supplementary 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 law other than leave taken for reasons related to sickness or injury.

Automatic Acceptance Limit (AAL) means the maximum cover, as 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.

Benefits means the Benefits set out in the Policy Schedule and Schedule 1.

Benefit Escalation Rate means the rate defined in the Policy Schedule which is applied to the Monthly Benefit after the Insured Member has continued to receive Income Protection benefits for 12 consecutive months.

Benefit Period means the period for which the Benefits are payable as set out in the Policy Schedule.

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

Ceasing Age means the age at which cover under the Supplementary Policy ceases as set out in the Policy Schedule.

Company means MLC Limited (ABN 90 000 000 402, AFSL Number 230694).

Date of Disablement means the date a Medical Practitioner examines the Insured Member and certifies that he or she is Totally Disabled.

Default Cover means the Income Protection cover automatically provided to the Insured Member in accordance with the Eligibility Conditions and includes the Default Monthly Benefit and the Default Waiting Period, where applicable, as described in the Policy Schedule.

Default Monthly Benefit means the default Monthly Benefit applicable to an Insured Member as set out in the Policy Schedule.

Default Waiting Period means the waiting period described as the Default Waiting Period in the Policy Schedule.

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

Eligibility Conditions means the eligibility conditions set out in Clause 4 of this Supplementary 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 Full Participating Employer, a Participating Employer, a Principal Employer, 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 Cover means the Income Protection cover (if any) that the Insured Member held under the Policy Owner's Previous Insurance Arrangements.

Existing Members means persons who are Members 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 Default Cover for an Insured Member, whereby future increases in Default Cover 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 5.23 (including takeover of insurance under the Previous Insurance Arrangements). For the avoidance of doubt, the Forward Underwriting Limits may also be granted in respect of Voluntary cover held whilst an Insured Member is employed by an Employer and may include age and Gainful Employment restrictions and will only apply whilst the Insured Member is employed by an Employer, after which the FUL may not be available in respect of an Insured Member.

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.

Group Employer refers to a Participating Employer who sponsors Members in the Seafarers and/or Maritime Super division(s) of the Fund and who has applied and been accepted by the Company (including under the Previous Insurance Arrangements) to provide Income Protection benefits as an employer funded benefit for employee Members (or certain employee Members, as agreed between the Group Employer and the Company), but shall not include a Principal Employer.

Group Employer Arrangement refers to the terms and conditions, including the employees or types of employees, agreed between the Group Employer and the Company for the provision of Income Protection benefits as a basic benefit for employee Members of the Group Employer.

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, and 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.

Income means:

- a) For permanent employees:

The salary package paid to an Insured Member by an Employer including salary, fees, regular bonuses, regular commissions, regular overtime, shift allowances and items in lieu of cash (for e.g. salary sacrificed items) but excluding mandatory superannuation contributions and unearned income (e.g. investment or interest income).

Bonuses, overtime earnings and commissions will be calculated based on the average of the last three years received by the Insured Member from their Employer.

In the event of a claim, where an Insured Member has been working in a normal capacity and they subsequently reduce their hours over the 60 days immediately prior to the Date of Disablement as a result of the same illness or injury giving rise to the claim, the Insured Member's Income will be calculated as the Income immediately prior to the Insured Member's hours being reduced, otherwise at the Date of Disablement.

- b) For non-permanent employees, casuals and those between jobs:

The salary package paid to an Insured Member by an Employer including salary, fees, regular bonuses, regular commissions, regular overtime, shift allowances and items in lieu of cash (for e.g. salary sacrificed items) but

excluding mandatory superannuation contributions and unearned income (e.g. investment or interest income). Bonuses, overtime earnings and commissions will be calculated based on the average of the last three years received by the Insured Member from their Employer.

In the event of claim, Income will be based on the lesser of Income received by the Insured Member over the 12 months immediately prior to the Date of Disablement or the period from the Date of Disablement to the date last commenced employment if the period is less than 12 months.

c) For self-employed persons:

Where the Insured Member directly or indirectly owns all or part of the business from which he or she earns his or her usual Income, the total amount earned by the business over the financial year as a direct result of the Insured Member's personal exertion or activities through his or her usual occupation, less his or her share of business expenses, but before the deduction of income tax, for that business (or the relevant proportion for part of a financial year).

In the event of a claim, Income will be based on the Income generated by the business due to the Insured Member's personal exertion or activities less their share of business expenses over the last 12 months immediately prior to becoming disabled.

d) For Permanent (Defined Benefit) Members:

For a Permanent (Defined Benefit) Member, the salary (as an annualised amount) last advised by a Full Participating Employer shall be the Insured Member's Income for determining the Amount Insured, unless the Insured Member has advised a salary or income amount to be used for insurance purposes.

Injury means bodily injury to the Insured Member, resulting solely and directly by violent, accidental, external and visible means and solely and independently of any other cause.

Insured Member or **Insured Members** means a Member who is currently insured under the Supplementary 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.

Maximum Benefit Period means the period in the Policy Schedule, subject to the provisions of this Supplementary Policy, being the maximum period during which Benefits will be paid in respect of an Insured Member for any one period of Total Disability, or if applicable, any one period of Total and Partial Disability.

Medical Practitioner means a legally qualified and registered Medical Practitioner but 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 business partner.

Member means a member of the Fund.

Monthly Benefit means the amount calculated in accordance with the formula set out in the Policy Schedule.

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.

Offset Benefit means a benefit received by an Insured Member as set out in Clause 7.1(c).

Partial Disability or Partially Disabled means that, immediately following a period of Total Disability of at least 14 consecutive days during the Waiting Period, and solely because of the Injury or Sickness which directly caused the Total Disability, the Insured Member is:

- a) unable to perform one or more important duties* of his or her own occupation;
- b) capable of working (whether or not for reward);
- c) is earning a monthly Income which is less than his or her Income; and
- d) remains under the regular care, attendance and following the advice of a Medical Practitioner in relation to that Sickness or Injury.

* An important duty is one that involves 20% or more of the Insured Member's overall tasks.

Partial Disability Benefit means the benefit set out as such in Schedule 1.

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.

Policy Schedule means the Policy Schedule which forms part of this Supplementary Income Protection Policy G3608.

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.

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

Sickness means sickness or disease suffered by the Insured Member while the Insured Member is covered under this Supplementary Policy.

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.

Total Disability or Totally Disabled means:

If the Insured Member is:

- a) a permanent employee; or
- b) casual or contractor working on average a minimum of 10 hours per week for a period of at least three months immediately prior to disablement; or
- c) unemployed for less than three months immediately prior to disablement; or
- d) on leave without pay for less than 24 months immediately prior to disablement

the following Total Disability definition will apply:

Disablement resulting solely from Injury or Sickness which occurs whilst the Supplementary Policy is in force and as a result the Insured Member:

- (i) is unable to perform one or more important duties* of his or her own occupation;
- (ii) remains under the regular care, attendance and following the advice of a Medical Practitioner in relation to that Injury or Sickness; and
- (iii) is not engaged in any occupation (whether or not for reward).

* An important duty is one that involves 20% or more of the Insured Member's overall tasks.

However, if the Insured Member is:

- a) a casual or contractor working on average less than 10 hours per week for a period of at least three months immediately prior to disablement; or
- b) unemployed for a period of more than three months immediately prior to disablement; or

on leave without pay for a period for more than 24 months immediately prior to disablement: the following Total Disability definition will apply

Disablement resulting from Injury or Sickness which occurs while the Supplementary Policy is in force and as a result of which the Insured Member:

- (i) remains under the regular care and attendance and is following the advice of a Medical Practitioner in relation to that Injury or Sickness; and
- (ii) is not engaged in any occupation, whether paid or unpaid; and
- (iii) is continuously and totally unable to perform at least two of the following activities of daily living as certified by a Medical Practitioner:
 - **Bathing** – the ability to wash themselves either in the bath or shower or by sponge bath without the standby assistance of another person; or
 - **Dressing** – the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten without the standby assistance of another person; or
 - **Eating** – the ability to feed themselves once food has been prepared and made available, without the standby assistance of another person; or
 - **Toileting** – the ability to get to and from and on and off the toilet without the standby assistance of another person and the ability to manage bowel and bladder functions through the use of protective undergarments or surgical appliances, if appropriate; or
 - **Transferring** – the ability to move in and out of a chair without the standby assistance of another person.

Total Disability Benefit means the benefit set out as such in Schedule 1.

Trainee means an employee of Hutchinson Ports who commences employment with the Hutchison Ports as a casual and transitions to a permanent employee of Hutchison Ports in their first year of employment.

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 (or instead of) the Default Cover or any other cover an Insured Member or an Employer requests and/or is accepted for on application to the Company, and includes the Default Monthly Benefit, where applicable, as described in the Policy Schedule.

Waiting Period means the number of continuous days, as shown in the Policy Schedule, which must elapse before Benefits begin to accrue. The Waiting Period commences from the date the Insured Member is first examined and certified by a Medical Practitioner as Totally Disabled in relation to a condition that gave rise to a claim and, if the Insured Member is employed at that time, the Insured Member ceased work, due to that condition.

Welcome Letter means the letter sent by the Policy Owner to an Insured Member following receipt of the first superannuation guarantee contribution by the Policy Owner on their behalf from their Employer.

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.

4 Eligibility Conditions

4.1 General

4.1.1 Any cover

Members are only eligible for cover under this Supplementary Policy if they:

- a) are either:
 - (i) an Australian citizen or an Australian permanent resident 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) are eligible for membership of the Fund;
- c) are aged 15 or more and under 65;
- d) have not been paid or be eligible to be paid a total and permanent disablement (TPD) or terminal illness benefit from the Fund; and
- e) 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.

4.1.2 Default Cover

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) For new Default Cover issued on or after 1 April 2020, where the Member does not satisfy either 4.1(e)(i) or 4.1(e)(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 Owner from time to time.
- c) 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.

The Eligibility Conditions are subject to the balance of the terms and conditions of this Supplementary Policy.

4.2 Existing Members with cover

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, AALs, exclusions or restrictions which applied under the Previous Insurance Arrangements before the Effective Date will continue to apply until they expire according to their terms.

If the Insured Member's cover was 'New Events Cover' as defined in the Previous Insurance Arrangements, the conditions attaching to New Events Cover under the Previous Insurance Arrangements before the Effective Date will continue to apply to the Member until 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 the Previous Insurance Arrangements immediately before the Effective Date.

An Existing Member may at any time elect in writing:

- (i) under signature on the Policy Owner's Insurance Variation Form; or
- (ii) on the membership form issued by the Policy Owner which accompanies the Product Disclosure Statement,

to reduce their Default Monthly Benefit from 75% of the Insured Member's Income to 50% of the Insured Member's Income.

An Existing Member (other than a Sub-fund Member, an AMOU Staff Member or an employee of a Group Employer in respect of Default Cover) may elect to reduce their Waiting Period from 90 days to 30 days at any time subject to the provision of Evidence of Insurability and acceptance by the Company.

This provision is subject to Clause 5.23 of this Supplementary Policy.

4.3 Eligibility and Cover for new Contributory Accumulation, Accumulation Plus, Accumulation Basic, ASP Parts Members and Accumulation Advantage Members (other than employees of Group Employers)

A person who becomes a new Contributory Accumulation, Accumulation Plus, Accumulation Basic, ASP Parts or Accumulation Advantage Member (other than a Member who is eligible for Default Cover under a Group Employer Arrangement) on or after the Effective Date will not receive Default Cover. Instead, they can choose to become an Insured Member and receive Voluntary Cover if:

- (a) on the day they became a Member, they:
 - (i) were currently working and able to perform the full and normal duties and contracted hours of their occupation without restrictions;
 - (ii) 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;
 - (iii) had not ever had any application for death, TPD and/or income protection cover declined;
 - (iv) 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 (b) below; and
 - (v) 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;
- (b) the Member has completed a declaration (in a form agreed between the Company and the Policy Owner) that they satisfy all requirements in paragraph (a) above; and
- (c) the Fund receives the declaration form within 60 days of the person becoming a Member.

The premium rates outlined in Schedule 2 will apply based on the Insured Member's occupation at the cover commencement date (or Heavy Blue Collar if the Policy Owner is not provided with the information required to assess the Insured Member's occupation at the cover commencement date), subject to:

- (a) if the information required to enable the Policy Owner to assess the Member's occupation is provided to the Policy Owner within 60 days of the date the Member receives their welcome letter from the Fund, the assessment that the Policy Owner makes of the Member's occupation following receipt of that information shall apply with effect from the cover commencement date; and
- (b) any subsequent change in occupation classification accepted in accordance with Clause 4.11.

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.

The Insured Member may elect:

- (a) their cover as being 50% of Income or 75% of Income; and/or
- (b) their Waiting Period as being 90 days or 30 days.

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 subject to Clause 5.9.

An Amount Insured in excess of the AAL may be accepted subject to Evidence of Insurability satisfactory to the Company subject to Clause 5.9. In the absence of written acceptance by the Company, the Amount Insured shall be limited to the AAL.

4.4 Eligibility for Cover for AMOU Staff Members

AMOU Staff Members are eligible for automatic insurance acceptance for an Amount Insured up to the relevant 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:

- (a) the Insured Member is employed by AMOU;
- (b) the Employer and/or Member (and/or former Employer(s) on the Member's behalf) provides the Policy Owner with details of the Member required to assess the Member's eligibility for insurance;
- (c) the Member joins the Fund effective on or before the date of commencing employment with AMOU; and
- (d) the Member meets the minimum entry age requirements and does not exceed the Ceasing 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 under this Supplementary 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 subject to Clause 5.9.

4.5 Eligibility for Cover for New Sub-Fund Members

All Sub-fund Members **except ASP Parts Members** are eligible for automatic insurance acceptance for an Amount Insured up to the relevant 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) 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 and/or the trustee of any other superannuation fund who transferred a benefit to commence the membership in the Fund, must notify the Policy Owner of the employee's details required to be accepted as an Insured Member of the Fund before 150 days after the later of:
 - (i) commencing employment with the Principal Employer; and
 - (ii) the date the Member joins the Fund;
- (c) suitable eligibility conditions and clear benefit terms are specified for the membership of the Sub-fund (including benefit category). 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) the Amount Insured for each Insured Member is established using a consistent and accepted basis;
- (e) 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 Principal Employer);
- (f) in respect of a Sub-fund which first commences after the Effective Date, the Sub-fund must consist of at least ten employees; and
- (g) the Member meets the minimum entry age requirements and does not exceed the cover cessation age requirements.

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 under this Supplementary 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 subject to Clause 5.9.

Eligibility for cover in relation to ASP Parts Members is governed by Clause 4.3 of the Eligibility Conditions.

4.6 Eligibility for Cover for Group Employer Arrangements

A New Member or an Existing Member is an employee of a Group Employer and is covered by a Group Employer Arrangement is eligible for automatic insurance acceptance for an Amount Insured up to the relevant 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) the Member must join the Fund effective on or before the later of the date of commencing employment with the Group Employer and the date the Employer first became a Group Employer under the rules of the Fund;
- (b) the Employer and/or Member and/or former Employer(s) on the Member's behalf and/or the trustee of any other superannuation fund who transferred a benefit to commence the membership in the Fund, must notify the Policy Owner of the employee's details required to be accepted as an Insured Member of the Fund before 150 days after the later of:
 - (i) commencing employment with the Group Employer; and
 - (ii) the date the Member joins the Fund;
- (c) suitable eligibility conditions and clear benefit terms are specified for the membership of the Group Employer (including benefit category). 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) the Amount Insured for each Insured Member is established using a consistent and accepted basis;
- (e) in respect of a Group Employer 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 Group Employer);
- (f) in respect of a Group Employer which first commences after the Effective Date, the Group Employer must consist of at least ten employees; and
- (g) the Member meets the minimum entry age requirements and does not exceed the cover cessation age requirements.

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 subject to Clause 5.9.

4.7 Default Cover for New Sub-Fund and AMOU Staff Category Members

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

A Member who becomes a New Sub-Fund or AMOU Staff Member **except for ASP Parts Members** and who joins the Fund before 150 days after the later of:

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

will be provided with Default Cover up to the relevant AAL (as set out in the Policy Schedule or as agreed upon between the Policy Owner and Company from time to time) without the requirement to submit Evidence of Insurability provided that the Insured Member meets the Eligibility Conditions as defined in Clause 4.5.

Refer to Clause 4.9(a) for Insured Members who are not in Active Employment on the date Default Cover commences.

The premium rates outlined in Schedule 2 will apply based on the Insured Member's occupation at the cover commencement date (or Light Blue Collar if the Policy Owner is not provided with the information required to assess the Insured Member's occupation at the cover commencement date), subject to:

- (i) if the information required to enable the Policy Owner to assess the Member's occupation is provided to the Policy Owner within 60 days of the later of the date the Member receives their welcome letter from the Fund and the date the Member first became eligible for Default Cover in that Category, the assessment that the Policy Owner makes of the Member's occupation following receipt of that information shall apply with effect from the cover commencement date; and
- (ii) any subsequent change in occupation classification accepted in accordance with Clause 4.11.

The 90 day Waiting Period shall apply to Default Cover provided under this Clause 4.7.

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.

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

A Member who becomes a Sub-Fund or AMOU Staff Member **except for ASP Parts Members** and who joins the Fund outside of 150 days of the later of:

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

will be provided with Default Cover up to the AAL without the requirement to submit Evidence of Insurability but Default Cover will be subject to Limited Cover for 24 months and provided that the Insured Member meets the Eligibility Conditions as defined in Clause 4.5.

Refer to Clause 4.9(b) for Limited Cover conditions for Insured Members who joined the Fund outside 150 days of commencing employment with a Principal Employer.

The premium rates outlined in Schedule 2 will apply based on the Insured Member's occupation at the cover commencement date (or Light Blue Collar if the Policy Owner is not provided with the information required to assess the Insured Member's occupation at the cover commencement date), subject to:

- (i) if the information required to enable the Policy Owner to assess the Member's occupation is provided to the Policy Owner within 60 days of the later of the date the Member receives their welcome letter from the Fund and the date the Member first became eligible for Default Cover in that Category, the assessment that the Policy Owner makes of the Member's occupation following receipt of that information shall apply with effect from the cover commencement date; and

any subsequent change in occupation classification accepted in accordance with Clause 4.11.

The 90 day Waiting Period shall apply to Default Cover provided under this Clause 4.7.

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.

4.8 Default Cover for Employee Members of Group Employers

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

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

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

will be provided with Default Cover up to the AAL without the requirement to submit Evidence of Insurability provided that the Insured Member meets the Eligibility Conditions as defined in Clause 4.6.

Refer to Clause 4.9(a) for Insured Members who are not in Active Employment on the date Default Cover commences.

The premium rates outlined in Schedule 2 will apply based on the Insured Member's occupation at the cover commencement date (or Heavy Blue Collar if the Policy Owner is not provided with the information required to assess the Insured Member's occupation at the cover commencement date), subject to:

- (i) if the information required to enable the Policy Owner to assess the Member's occupation is provided to the Policy Owner within 60 days of the later of the date the Member receives their welcome letter from the Fund and the date the Member first became eligible for Default Cover under this Clause 4.8, the assessment that the Policy Owner makes of the Member's occupation following receipt of that information shall apply with effect from the cover commencement date; and
- (ii) any subsequent change in occupation classification accepted in accordance with Clause 4.11.

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

A Member who joins the Fund outside of 150 days of the later of:

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

will be provided with Default Cover up to the AAL without the requirement to submit Evidence of Insurability but Default Cover will be subject to Limited Cover for 24 months and provided that the Insured Member meets the Eligibility Conditions as defined in Clause 4.6.

Refer to Clause 4.9(b) for Limited Cover conditions for Insured Members who join the Fund outside 150 days of commencing employment with a Group Employer.

The premium rates outlined in Schedule 2 will apply based on the Insured Member's occupation at the cover commencement date (or Heavy Blue Collar if the Policy Owner is not provided with the information required to assess the Insured Member's occupation at the cover commencement date), subject to:

- (i) if the information required to enable the Policy Owner to assess the Member's occupation is provided to the Policy Owner within 60 days of the later of date the Member receives their welcome letter from the Fund and the date the Member first became eligible for Default Cover under this Clause 4.8(b), the assessment that the Policy Owner makes of the Member's occupation following receipt of that information shall apply with effect from the cover commencement date; and

any subsequent change in occupation classification accepted in accordance with Clause 4.11.

(c) Provisions applying generally to Employee Members of Group Employers

The 90 day Waiting Period shall apply to Default Cover provided under this Clause 4.8.

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.

Different Monthly Benefits apply depending on whether Income details have been provided by the Participating Employer or the Member (via the member application form or employer nomination process) or not as set out in the Policy Schedule.

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 under this Supplementary Policy 30 days after the date the Company advises the Policy Owner of the change.

An Amount Insured in excess of the AAL may be accepted subject to Evidence of Insurability satisfactory to the Company subject to Clause 5.9. In the absence of written acceptance by the Company, the Amount Insured shall be limited to the AAL.

4.9 Cover for Insured Members not in Active Employment and Limited Cover provisions

(a) Insured Members who join the Fund within 150 days of commencing employment and who are not in Active Employment on the date cover commences

If an Insured Member obtains cover under Clause 4.7 or Clause 4.8 and joins the Fund not more than 150 days after the later of:

- (i) commencing employment with their Group Employer, in the case of an Insured Member eligible for cover under Clause 4.8 or their Principal Employer, in the case of an Insured Member eligible for cover under Clause 4.7 and

- (ii) the date the employer first becomes a Group Employer, in the case of an Insured Member eligible for cover under Clause 4.8 or a Principal Employer, in the case of an Insured Member eligible for cover under Clause 4.7

and is not in Active Employment on the date the Default Cover is to commence in relation to that Insured Member, Limited Cover will apply until the Insured Member is in Active Employment for 30 consecutive days, at which time the Limited Cover restriction will be removed.

(b) Insured Members who join the Fund outside of 150 days of commencing employment with a Participating or Group Employer

If an Insured Member joins the Fund more than 150 days after the later of:

- (i) commencing employment with their Group Employer, in the case of an Insured Member eligible for cover under Clause 4.8 or their Principal Employer, in the case of an Insured Member eligible for cover under Clause 4.7; and
- (ii) the date the employer first becomes their Group Employer, in the case of an Insured Member eligible for cover under Clause 4.8 or their Principal Employer, in the case of an Insured Member eligible for cover under Clause 4.7

cover will be provided as Limited Cover for 24 months from the date cover commences and the Limited Cover restriction 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.

4.10 Eligibility for Cover within the Forward Underwriting Limit

Where an Insured Member has cover, any part of which has been underwritten by or on behalf of the Company (including under the Previous Insurance Arrangements) or has been accepted by the Company under takeover terms, where a Forward Underwriting Limit (FUL) applies in respect of the Insured Member and the Member's Default Cover and/or Voluntary Cover increases as a result of an increase in the Insured Member's Income and the Insured Member's total Income Protection cover within the Fund remains within the Insured Member's Forward Underwriting Limit, the increase in cover will be accepted without the need to provide Evidence of Insurability satisfactory to the Company, provided that the Insured Member's Income has not increased by more than 30% in the preceding 12 months.

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

4.11 Occupation Categories

Income Protection 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 cost of the Insured Member's cover will remain unchanged. Where an Existing Insured Member's premium changes as a result of this occupation classification change, this change is effective 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).

4.12 Opt Out, Decrease and Reinstatement of Cover

An Insured Member to whom Clauses 4.3 or 4.4 applies to, may opt out of cover subject to the following:

- (a) An Insured Member may opt out of cover by providing written notice to the Policy Owner in the form prescribed by the Policy Owner.
- (b) An Insured Member who opts out of any form of cover may on application reinstate cover, subject to meeting the requirements provided for under Clause 5.9. Cover reinstated in this manner shall be Voluntary Cover.

Where cover has ceased due to there being insufficient funds in the Insured Member's account to pay the required premium, 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

provided the Member satisfies Clauses 4.3 or 4.4.

Where cover has ceased as a result of Clause 5.21(b) or 5.22, 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

provided the Member satisfies Clause 4.3 or 4.4.

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

A person whose cover has ceased as a result of Clause 5.12(aa) may have their cover reinstated without the need to provide Evidence of Insurability 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) and satisfy the criteria set out in Clause 4.1(f).

4.13 Request for Voluntary Cover

All Members may apply to the Company for Voluntary Cover, increase their existing level of cover or reduce their Waiting Period 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;
- (b) the Member must be in Gainful Employment to apply for Voluntary Cover;
- (c) the Member must meet the Eligibility Conditions as defined in Clause 4.1.1; 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.

4.14 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 Supplementary 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 has not been paid/lodged, or is not eligible for 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;
- (m) the Member will be provided with an Amount Insured up to the level of insurance cover they had in place in the previous fund (but subject to terms and Benefit payable under this Supplementary Policy);
- (n) the maximum amount of cover that can be transferred under these terms is \$20,000 per month; and
- (o) the Waiting Period and Maximum Benefit Period as described in the Policy Schedule will apply to the Insured Member.

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

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.

Reliance Super Members are not eligible to apply for Individual Transfer Terms.

5 General Conditions

5.1 Commencement of Cover

- (a) Default Cover and Voluntary Cover for Existing Members commences from the Effective Date in accordance with the Eligibility Conditions outlined in Clause 4 of this Supplementary Policy.
- New Default Cover within the AAL for a General Category Member, including an AMOU Staff Member and ASP Parts Members (other than an employee of a Group Employer who qualifies for Default Cover under Clause 4.6), commences from:
- (i) the first day of employment (which is on or after the date the Member became eligible or re-eligible for cover) in respect of which Superannuation Guarantee contributions are made to the category by the Member's Participating Employer provided that the Member, if a new Member to the Fund, joins the Fund no later than 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; and
 - (ii) otherwise, the date the Member joined the Fund.
- (b) From 1 April 2020:
- a. Default Cover for Exempt Members will commence according to conditions 5.1(c) to 5.1(d) below; and
 - b. Default Cover for a Member other than an Exempt Member will commence on the later of:
 - i. the date the Member makes an Election and a satisfactory declaration to the Policy Owner, satisfying condition 4.1(f); and
 - ii. the date Member satisfies the PMIF Thresholds (Limited Cover applies according to condition 4.1(g)).
- (c) New cover within the AAL for an Accumulation Advantage Member who qualifies for cover under Clause 4.3 commences from the date the Member's application for cover under Clause 4.3 has been accepted by the Company.
- (d) Default Cover within the AAL for a Sub-Fund Member (other than an Existing Member at the Effective Date and ASP Parts Members), commences from:
- (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 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 no later than 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; and
 - (ii) otherwise the date the Member joined the Fund.
- (e) The following:
- (i) new Voluntary Cover;
 - (ii) an increase in Voluntary Cover above any Forward Underwriting Limit;
 - (iii) Default Cover above the AAL and the Insured Member's Forward Underwriting Limit (if applicable);
 - (iv) Default Cover where the Member does not satisfy the eligibility criteria;
 - (v) Voluntary Cover where the Member increases their Default Cover from 50% to 75%;
 - (vi) where the Amount Insured has increased by more than 30% in the previous 12 month period;
 - (vii) a reduction in the Waiting Period;
- (other than Existing Cover at the Effective Date) will commence upon:
- the Company's acceptance of the risk following assessment of the Insured Member's application; or
 - the Company advises the Policy Owner of acceptance of the Insured Member's agreement in writing of any special terms or conditions applied by the Company.
- (f) Where the Insured Member's cover increases as a result of an increase in the Insured Member's Income and the new cover amount is no more than:

- (i) in respect of Default Cover, the AAL; or
- (ii) any Forward Underwriting Limit determined by the Company (including under takeover terms) in respect of income replacement insurance in respect of the Insured Member (including under the Previous Insurance Arrangements);

and the increase in cover is no more than 1.3 times the Amount Insured at the later of the cover commencement date and the date 12 months earlier, the increase in cover will commence from the date the increase in cover is notified to the Policy Owner in a form acceptable to the Policy Owner.

- (g) Decreased cover and/or an increase in the Waiting Period commences upon the Policy Owner's alteration to the cover on an Insured Member's request.

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 Supplementary 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 during the year;
 - (iii) changes in occupation classification for Insured Members during the year;
 - (iv) free cover periods under Clauses 5.10 and 5.11; and
 - (v) termination of memberships.

The annual adjustment shall be calculated on such basis as agreed between the Company and the Policy Owner.

- (d) If the Policy Owner fails to pay the premium within 30 days of the due date, the Company will give the Policy Owner written notice of its intention to lapse the Supplementary Policy.
- (e) If the overdue premium is not paid within a further 30 days of the notice provided to the Policy Owner pursuant to paragraph (d), the Supplementary Policy will lapse and all cover under the Supplementary Policy will cease.
- (f) 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 on standard terms multiplied by the premium rates (as at the later of the last day of the previous 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 the Supplementary Policy for any Fund Year shall be the sum of the premiums calculated in paragraph (a) in respect of every Insured Member.
- (c) The Company guarantees the premium rates in Schedule 2 for the Rate Guarantee Period subject to paragraphs (d) and (e) 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, then:

- (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 the Supplementary 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 the Supplementary 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 Increase

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), then the Company reserves the right to alter the premium rates under the Supplementary Policy.

5.7 Tax Adjustments

Where the Company is, or believes that it will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with the Supplementary Policy, the Company may reduce, vary or otherwise adjust any amounts (including premiums and charges) under the Supplementary Policy in the manner and to the extent the Company determines to be appropriate to take account of the tax or impost.

5.8 Premium Refunds

- (a) With respect to any Insured Members who receive Default Cover under this Policy or have retained default cover from the Previous Insurance Arrangements, if the Company identifies that an Insured Member has been provided with Default Cover but no benefit is payable because that Insured Member has claimed a benefit under similar cover held with another superannuation fund, if the Insured Member requests it, the Company will refund all premiums in respect of that Insured Member for the duration of the overlap of insurance cover up to a maximum period of 6 years. The Insured Member's cover under the Policy will cease on payment of the premium refund.
- (b) If the Policy Owner has paid premiums for a person who is not eligible for cover, the Company will refund all premiums paid in respect of that person.
- (c) If the Policy Owner has paid premiums for an Insured Member who has made a written request to cancel their Default Cover within 30 days of the date of their Welcome Letter in accordance with Clause 5.12(x), the Company will refund all premiums paid in respect of that Insured Member.
- (d) If the Policy Owner has paid premiums for an Insured Member who has made a written request to cancel their Default Cover more than 30 days after the date of their welcome letter in accordance with clause 5.12(y), the Company will refund any premiums that were paid in respect of that person after the date you received their request.
- (e) If the Policy Owner has identified that an Insured Member has multiple accounts and has notified the Insured Member in writing that there is no cover under the account(s) with the lower Amount Insured in accordance with Clause 5.12(z), the Company will refund any premiums to the Policy Owner in full for the cover under those account(s) for the duration of the overlap of accounts, but up to a maximum of 6 years.
- (f) If either party to the Policy identify that premiums have been paid for Default Cover in respect of a person who did not satisfy the relevant criteria under Clause 4 when Default Cover commenced, and who therefore has not been eligible to claim under this Policy for any event from the cover commencement date, the Company will refund all premiums paid in respect of that person. An Insured Member who has been provided with Limited Cover is not eligible for a premium refund under this Clause.
- (g) If the Company accepts a claim for an Insured Member under this policy, and as a result all cover ceases for that person under Clause 5.12, the Company will refund any premiums which may have been paid in respect of that person for the period after their Date of Disablement.
- (h) If the Company identifies that an Insured Member has been provided with Default Cover, but no benefit is payable under this Policy because that person has claimed a benefit under similar cover held with another superannuation fund, if the Insured Member requests it the Company will refund all premiums paid in respect of that person for the duration of the overlap of insurance cover up to a maximum period of 6 years. The Insured Member's cover under the Policy will cease on payment of the premium refund.

5.9 Application for Cover & Cover Terms

- (a) Where an Insured Member:
 - (i) seeks Voluntary Cover under the Eligibility Conditions;
 - (ii) qualifies for 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) seeks Voluntary Cover by applying to increase their Default Cover from 50% to 75% of Income;
 - (v) seeks to reduce the Waiting Period applying to the Insured Member;
 - (vi) has an Amount Insured which has increased by more than 30% in the previous 12 month period (in respect of Default and Voluntary Cover);
 - (vii) after opting out of cover, wishes to re-instate the Default Cover or obtain Voluntary Cover; or
 - (viii) wishes to increase the present level of cover above the Insured Member's Forward Underwriting Limit (if applicable) in respect of Voluntary Cover;
- the Insured Member must make application for cover to the Company by:
- completing the required form;
 - 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 Insured Member's age and the total amount of cover sought); and

- 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 Monthly Benefit as set out in the Policy Schedule.
- (c) If the Company does not accept any part of an Insured Member's requested Amount Insured, the Company may determine and issue exclusions or special acceptance terms.
- (d) Subject to Clause 4.12, 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 annual renewal report.
- (e) Whilst a Member is being underwritten for Income Protection 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 90 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 \$10,000 per month and subject to the Waiting Period the Member applied for.
If 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 for at standard rates or terms;
 - (ii) any Sickness or Injury 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.

5.10 Continued Cover for Sub-fund Members

Where a Member of a Sub-fund terminates employment with his/her Principal Employer who pays the costs associated with Default Cover under this Supplementary Policy and the Member is transferred to the Retained Benefits Category or the Accumulation Advantage Category in the Maritime Super division, their Default Cover held will automatically be transferred to that Category in the Maritime Super division as Voluntary Cover without the need for providing Evidence of Insurability. Default Cover is provided free of charge between the date of termination of employment and the date the Policy Owner transfers the Member's benefits to the Retained Benefits or Accumulation Advantage Category.

If within 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, 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 the Member pays the costs associated with Default Cover in a Sub-fund, the cover will automatically continue following termination of employment with the Principal Employer.

5.11 Continued Cover for General Category Members

(a) Continued Cover for employee Members of Group Employers under the TT Line Group Employer Arrangement

Where a Member covered under the TT Line Group Employer Arrangement is terminated by TT Line (a Group Employer) on 1 July 2019, cover will continue free of charge until 31 December 2019.

Payment of premiums is not applicable during this period.

(b) Continued Cover for other General Category Members

Where an Insured Member of a General Category (other than an employee of a Group Employer (including AMOU)) holds Default Cover and the Member is transferred to another Category in the Fund (subject to Clause 5.12), their Default Cover held will automatically transfer to that Category as Voluntary Cover.

5.12 Ceasing of Cover

Cover under this Supplementary Policy with respect to Insured Member will terminate on the earliest of the following events:

- (a) subject to Clause 4.12, the date of the Policy Owner's receipt of written notification from the Insured Member of cancellation;
- (b) in the case of a former Sub-fund Member the date the Member's benefit is transferred to the Retained Benefits or Accumulation Advantage Category, where the member issues written notice on the Policy Owner, in the form prescribed by the Policy Owner, to cancel cover within 30 days of the date of the Policy Owner's letter to the Member that his/her membership has been transferred to the Retained Benefits or Accumulation Advantage Category;
- (c) in the case of a Member covered under a Group Employer Arrangement or an AMOU Staff Member, the earlier of:
 - (i) the commencement date for Default Cover for the Insured Member under this Supplementary Policy; and
 - (ii) the date other Voluntary Cover commences for the Insured Member under this Supplementary Policy; and
 - (iii) six months after the date the Member terminates employment with the Group Employer or the AMOU Principal Employer if an employer contribution has not been made to the Member's account within that period or the Member issues written notice on the Policy Owner, in the form prescribed by the Policy Owner, to cancel cover within 30 days of the date of the Policy Owner's letter to the Member advising that the Default Cover has become Voluntary cover;
- (d) the date that the Policy Owner cancels cover in writing;
- (e) the Insured Member attaining the relevant Ceasing Age with respect to their Category of membership;
- (f) the date the Insured Member permanently retires from the workforce;
- (g) immediately from the time of ceasing membership of the Fund (subject to the Continuation Options in Clause 5.26);
- (h) the date of termination of the Supplementary Policy;
- (i) the Insured Member's death;
- (j) 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;
- (k) 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, the Insured Member has an insufficient account balance to pay the premium in full when it falls due;
- (l) in respect of Voluntary Cover and/or Default Cover:
 - (i) six (6) months after the end of the month in respect of which the last employer contribution is received in respect of the Insured Member (subject to Clause 5.22 in relation to approved leave) provided that the Insured Member has not been in receipt of Benefits in respect of a period during that six (6) month period. If an Insured Member has been in receipt of Benefits for

that period, cover will cease if employer contributions do not resume within six (6) months of the cessation of benefit payments under Clause 5.13; and

- (ii) twelve (12) months after the last contribution or deposit is received in respect of a Self-Employed Insured Member, provided that the Insured Member has not been in receipt of Benefits in respect of a period during that twelve (12) month period. If an Insured Member has been in receipt of Benefits for that period, cover will cease if contributions do not resume within six (6) months of the cessation of benefit payments under Clause 5.13

but in respect of an Insured Member who is a General Category Member and a former Sub-fund or AMOU Staff Member, the six (6) and twelve (12) month periods (respectively) shall commence for this purpose from date the Insured Member joined the General Category and not the date in respect of which the last employer contribution was made to the Sub-fund or AMOU Staff Category;

- (m) 30 days after the date the Insured Member should have returned to work after expiry of an agreed period of Approved Leave;
- (n) 30 days after the date the Insured Member should have returned to work in Australia after being seconded overseas;
- (o) 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;
- (p) the Company issues an individual Income Protection policy after assessment and acceptance of a Member's Continuation Option application;
- (q) immediately all benefits for the Insured Member within the Fund are transferred to purchase a pension within the Fund (subject to the Continuation Option in Clause 5.26);
- (r) if the Insured Member holds or held a 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 Australia Law;
- (s) in the case of Default Cover for a SVITZER (Accumulation or Defined Benefit) Sub-fund Member, 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;
- (t) in the case of Default Cover for a Teekay Member or Trident Member, immediately the Insured Member makes a valid nomination for the Principal Employer to make his/her Superannuation Guarantee contributions to another superannuation fund;
- (u) in respect of Voluntary Cover and Default Cover which is paid for by the Member, immediately the Insured Member is eligible and receives Default Cover (in the same or any other Category, including a Sub-fund), but only to the extent the Voluntary Cover or Default Cover paid for by the Member is less than or equal to the Default Cover Amount Insured provided (and within the AAL). The value of Voluntary Cover or Default Cover which is paid for by the Member which is greater than the Default Cover Amount Insured provided at the commencement date for that Default Cover shall continue, subject to the other provisions of this Clause 5.12;
Where the Voluntary Cover or Default Cover which is paid for by the Member has a 30 day Waiting Period, subject to this sub-clause, that cover shall cease notwithstanding that the Default Cover that the Member is eligible for and receives is subject to a 90 day Waiting Period;
- (v) 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;
- (w) if the Insured Member received cover under this Supplementary Policy by reference to a Group Employer Arrangement with the Company, the date the Group Employer Arrangement ceases (subject to Clause 5.11(a));
- (x) if an Insured Member who has been issued with Default Cover provides the Policy Owner with a written request to cancel their Default Cover within 30 days of the date of their Welcome Letter, no premium will be payable for that Default Cover and any Default Cover will be considered not to have commenced.
- (y) if an Insured Member provides the Policy Owner with a written request to cancel their default cover more than 30 days after the date of their Welcome Letter, their Default Cover will cease on the date the request is received by the Policy Owner.
- (z) if an Insured Member has cover under two or more accounts with the Fund, the cover in relation to the account(s) with the lower Amount Insured will be taken not to have commenced and no benefit will be payable in respect of any such cover.
- (aa) 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.

5.13 Ceasing of Benefit Payments

Benefit payments for an Insured Member will cease upon the earliest of any of the following events:

- (a) on the death of the Insured Member;
- (b) the Insured Member attaining the relevant Ceasing Age with respect to their Category of membership;
- (c) in the case of Insured Members who hold or held a Temporary Work Visa or are a New Zealand national, the date the Insured Member leaves Australia permanently or is no longer eligible to work under Australian law;
- (d) on the expiry of the two-year Benefit Period, subject to Schedule 1; or
- (e) the Insured Member no longer satisfies the Total Disability or Partial Disability definitions.

Where the Insured Member receives an overpayment due to their own omission to declare receipt of other Income, including but not limited to workers compensation benefits, benefit payments will cease until recovery of all overpaid monies are received by the Company.

5.14 Supplementary Policy Renewal

- (a) The Company guarantees renewal of this Supplementary 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 Supplementary 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, as well as Insured Members with respect to whom renewal of cover is required. Such details must include:
 - (i) the name, gender, date of birth of each Insured Member;
 - (ii) the Amount Insured or level of cover required at the Renewal Date for each Insured Member;
 - (iii) the date cover ceases (if any) for each Insured Member; and
 - (iv) in the case of New Members, the date cover commences and date of commencement of employment with an Employer (if held in the records of the Policy Owner).

The Company and the Policy Owner may agree to provide more limited information under this Clause 5.14.

5.15 Claims

- (a) The Policy Owner will give notice to the Company of the Total Disability through Injury or Sickness of any Insured Member that gives rise to a claim within a reasonable period of time of such occurrence.
- (b) The Company reserves the right to request and obtain such information and documentation that may be required to consider and process the claim, including but not limited to:
 - (i) authorities to obtain medical and financial information;
 - (ii) completion of medical claims forms; and
 - (iii) completion of Statutory Declarations.
- (c) It is a condition of the payment of any claim that:
 - (i) the Company is provided with a report from a Medical Practitioner approved by the Company on the medical condition of the Insured Member when reasonably required by the Company for the duration of a claim;

- (ii) the Company is entitled to arrange, at its expense, any medical examinations, including pathology testing or blood tests, of any Insured Member when reasonably required by the Company;
 - (iii) 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; and
 - (iv) the Company is provided with proof of age of the Insured Member.
- (d) 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).
- (e) The Company will waive the payment of any Income Protection premiums of an Insured Member falling due during a period for which Benefits are payable. The waiver expires when the Benefits cease to be paid.

5.16 Waiting Period

- (a) The Total Disability Benefit is subject to a Waiting Period before the Benefit is payable. The Waiting Period is either 90 or 30 consecutive days (as last accepted by the Company in respect of an Insured Member), commencing from the date the Insured Member is first examined and certified by a Medical Practitioner as suffering Total Disability and, if the Member is employed at that time, resulting in the Insured Member ceasing work.
- (b) An Insured Member may return to work for up to 10 days during the Waiting Period without affecting the Waiting Period.

5.17 Concurrent Disability

Where an Insured Member is Totally Disabled because of more than one Injury or Sickness, or from both, whether related or not, Benefits are payable in respect of only one Injury or Sickness, as the Company shall reasonably determine, based on medical evidence.

5.18 Recurrent Disability

If a further claim is made by an Insured Member arising from the same or related cause as the first claim, the further claim:

- (a) will be treated as a separate claim if it occurred after the Insured Member returned to work for at least six months; or
- (b) will be deemed to be a continuation of the original claim if made within six months from the ceasing of payments from the earlier claim. A further Waiting Period will not apply in this case, but the Maximum Benefit Period will be adjusted to take into account prior claim payments.

5.19 Rehabilitation Expenses

Rehabilitation expenses approved by the Company will be paid up to an amount equivalent to six Monthly Benefit payments, provided the expenses relate to rehabilitation programs designed to return the Insured Member to work.

Where the Company determines an Insured Member meets the Total Disability definition the Company will determine if rehabilitation services will assist the Insured Member to improve their ability to return to work.

In determining these rehabilitation services, the Company will take into account:

- (a) the Insured Member's current or potential abilities;
- (b) available medical evidence; and
- (c) the nature, scope, objective and costs of any rehabilitation / re-training program.

The Company may require an examination(s) of the Insured Member to assist in designing and implementing a rehabilitation program that is appropriate for the Insured Member to participate in, based on appropriate medical evidence.

Participation in any rehabilitation / retraining program is compulsory for the Insured Member where deemed appropriate by the Company.

Once the rehabilitation program has commenced, the Insured Member must complete the approved rehabilitation program.

Where an Insured Member ceases to participate in the approved program, the Company will require written documentation outlining the reasons for the Insured Member's inability to continue with the rehabilitation program.

Where the Insured Member is not available or chooses not to co-operate or participate in the duration of the program, the claim will cease. The Company will only exercise this right where it reasonably believes that the rehabilitation program remains appropriate for the Insured Member.

5.20 Death Benefit Whilst on Claim

Should an Insured Member die whilst claiming a Benefit under this Supplementary Policy, an additional lump sum benefit equal to three times the Monthly Benefit will be payable to the Policy Owner.

5.21 Worldwide Cover

Subject to the provisions of this Supplementary 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 Supplementary 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 5.21.
- (b) Cover automatically ceases if the Insured Member fails to return to work within 30 days after the end of the secondment overseas or otherwise 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 overseas, 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'.

5.22 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, cover under this Supplementary Policy will automatically cease 30 days after the agreed return to work date.

5.23 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.

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.

5.24 Variation

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

5.25 Interpretation

- (a) The headings in this Supplementary 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 Supplementary Policy, a month refers to a calendar month.

5.26 Continuation Option

This option only applies to Existing Sub-fund Members with Income Protection cover in place prior to the Effective Date, where cover under the Previous Insurance Arrangements included a Continuation Option.

When an Insured Member under 60 years of age leaves employment with the Employer, other than as a result of an Injury or Sickness, to follow other permanent employment that is acceptable to the Company of at least 15 hours per week then, provided that application is made on the relevant form (which includes a satisfactory smoking declaration) within 60 days from the date the Member leaves the Employer, and upon payment of the appropriate premium, the Company shall issue to the Member an individual policy for Income Protection on terms and conditions of the Company's individual range of insurance products and as matched as closely as possible to the insurance coverage the Insured Member had under this Supplementary Policy for Income Protection.

The Continuation Option is also subject to the Insured Member satisfying the Company's underwriting requirements for pastimes and not being eligible to receive income replacement benefits under any other Income Protection insurance policy.

The individual policy will be annually renewable, indemnity based (Monthly Benefit based on 75% of the average monthly earnings for the 12 months immediately prior to the disability or the nominated Amount Insured, whichever is the lesser) and subject to any existing limitations, exclusions or loadings already provided under the Fund and will be issued on the Company's standard rates for the Member's age, occupation, gender and smoking status at the time of application.

5.27 Profit Share

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

5.28 Statutory Fund

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

6 Exclusions

This Supplementary Policy does not cover any Injury or Sickness resulting from:

- (a) any intentional self-inflicted injury or attempted suicide or self-destruction while sane or insane;
- (b) an uncomplicated pregnancy, childbirth or miscarriage; or
- (c) active service in the armed forces of any country or international organisation or 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.

7 Schedules

7.1 Schedule 1 – Benefits and Benefit Offsets

(a) Total Disability Benefit

- (i) If an Insured Member suffers Total Disability, the Company will, subject to the terms and conditions of this Supplementary Policy, pay a Monthly Benefit as set out in the Policy Schedule.
- (ii) The Company will pay the Monthly Benefit in arrears, calculated from the first day following the end of the Waiting Period until a ceasing of benefit payments event as defined in Clause 5.13 of this Supplementary Policy. In the case of a part month, the Company will pay 1/30th of the Monthly Benefit for each day of Total Disability.
- (iii) The Total Disability Benefit is subject to the annual Benefit Escalation Rate to be applied once the Insured Member has received Benefits under a claim for one full year.
- (iv) The parties acknowledge that the effect of payment in arrears is that the Insured Member receives the first benefit payment a month after the end of the Waiting Period.

(b) Partial Disability Benefit

- (i) If an Insured Member suffers Partial Disability, the Company will, subject to the terms and conditions of this Supplementary Policy, pay a Partial Disability Benefit.
- (ii) The Partial Disability Benefit will be paid monthly in arrears until a ceasing of benefit payments event as defined in Clause 5.13 of this Supplementary Policy. In the case of a part month, the Company will pay 1/30th of the Partial Disability Benefit for each day of Partial Disability.
- (iii) The Partial Disability Benefit is a proportion of the Monthly Benefit and is calculated in accordance with the following formula:

$$\frac{A - B}{A} \times C$$

where:

A is the Insured Member's monthly pre-disability Income;

B is the Insured Member's actual monthly Income during the month of Partial Disability; and

C is the Monthly Benefit if the benefit were paid as if the Insured Member were Totally Disabled.

- (iv) The Partial Disability Benefit is subject to the annual Benefit Escalation Rate to be applied to the Monthly Benefit of the formula above once the Insured Member has received Benefits under a claim for one full year.

(c) Offset Benefits

- (i) Any Income Protection Benefits which are payable to an Insured Member under this Supplementary Policy will be reduced where the combined Income Protection Benefits and Offset Benefits - as a result of a disability - would exceed 50% or 75% (whichever is applicable) of the Insured Member's Income. Such Offset Benefits include any amount which is paid, or is required to be paid under:
 - A. workers' compensation or motor accident compensation or similar state or federal legislation in relation to the Injury or Sickness of the Insured Member;
 - B. social security being paid as a result of an Injury or Sickness of the Insured Member;
 - C. any other insurance or regular payments from a superannuation/pension plan that provides income payments (whether claimed or not) due to Injury or Sickness;
 - D. any sick leave payments;
 - E. any annual leave payments; or
 - F. any long service leave payments.
- (ii) Where an Insured Member continues to receive Income (excluding Income received from any redundancy payment) from their Employer while on claim, any such amounts will also offset benefit entitlements.

- (iii) In the case of an income benefit commuted to a lump sum, the lump sum will be converted to a monthly amount at the rate of 1/60th of the lump sum per month over a period of 60 months from the date of payment for the purposes of consideration of the Offset Benefits. This does not include any lump sum Total and Permanent Disablement benefit paid from this Fund.

7.2 Schedule 2 – Income Protection Insurance Premium Rates

(a) Table 1 – 75% of Income

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

Rates are inclusive of stamp duty, nil commission and GST

Age at last 30 June	90 day Waiting Period 2 year Benefit Period			30 day Waiting Period 2 year Benefit Period		
	Heavy Blue Collar	Light Blue Collar	White Collar	Heavy Blue Collar	Light Blue Collar	White Collar
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						
42						

Refer to PDS Insurance Supplement

43						
44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						
64						

Refer to PDS Insurance Supplement

(b) Table 2 – 50% of Income

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

Rates are inclusive of stamp duty, nil commission and GST

Age at last 30 June	90 day Waiting Period 2 year Benefit Period			30 day Waiting Period 2 year Benefit Period		
	Heavy Blue Collar	Light Blue Collar	White Collar	Heavy Blue Collar	Light Blue Collar	White Collar
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						
42						
43						

Refer to PDS Insurance Supplement

44						
45						
46						
47						
48						
49						
50						
51						
52						
53						
54						
55						
56						
57						
58						
59						
60						
61						
62						
63						1.47
64						

Refer to PDS Insurance Supplement