



# OneCare Super

Life Cover | TPD Cover | Income Secure Cover | Extra Care Cover

Policy Terms

15 November 2010



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# OneCare Super policy structure

OnePath Custodians Pty Limited (OnePath Custodians) ABN 12 008 508 496 AFSL 238346 RSE L0000673, as Trustee of the OnePath MasterFund ABN 53 789 980 697 RSE R1001525, has entered into this contract with OnePath Life Limited (OnePath Life) ABN 33 009 657 176 AFSL 238341 to provide benefits to the member of the OnePath MasterFund whose life is insured under the policy.

These Policy Terms represent the contract between the Trustee and OnePath Life. The member's right to access the benefits provided under this contract arise out of their membership of the OnePath MasterFund and are subject to the Trust Deed of the OnePath MasterFund, relevant superannuation laws and these Policy Terms.

# 1. The policy

This section introduces the contract, including the parties, the insurance cover provided and other important matters.

Some expressions and words used throughout these Policy Terms, as well as on the Policy Schedule, have a special meaning. These words and expressions are shown in **bold** type and are defined in:

- the glossary at the end of the section where they are used or
- Special terms defined (see section 10).

Unless the context requires otherwise, these expressions and words, wherever used, will have the special meaning given to them in this policy.

The expressions and words shown in inverted commas are defined in the cover section where the definition applies specifically to that section.

Headings appear in these Policy Terms as an aid to interpretation of the relevant section or provision.

## 1.1 Parties to the contract

### 1.1.1 Issuer

'We', 'us' and 'our' are OnePath Life Limited (OnePath Life) ABN 33 009 657 176 AFSL 238341, the life insurance company issuing this policy.

### 1.1.2 Policy owner

The owner of this policy is OnePath Custodians Pty Limited (OnePath Custodians) ABN 12 008 508 496, AFSL 238346, RSE L0000673, Trustee of the OnePath MasterFund ABN 53 789 980 697, RSE R1001525 (the Trustee).

The Trustee pays the premiums for the policy by directing to us contributions or transfers made to the OnePath MasterFund by, or on behalf of, the member whose life is insured under the policy.

We pay the Trustee the amount insured if a claim is payable under this policy.

### 1.1.3 Life insured

The 'life insured' is the member of the OnePath MasterFund named as the life insured on the Policy Schedule and whose life is insured under this policy. In these Policy Terms the life insured is referred to as the member.

These Policy Terms define certain rights for the member to change the policy or exercise options which may be subject to the approval of the Trustee in its capacity as the policy owner.

## 1.2 Disclosure obligation

If the member has not fully disclosed all known circumstances or has misrepresented a matter in any way, then we may elect not to pay a claim arising out of, or in relation to, those known circumstances.

All covers are conditional upon the member disclosing all matters known to them and not misrepresenting any matters that are relevant to our decision to issue a policy and/or cover. If the member does not comply with this condition, then we may cancel that policy and/or cover and/or not pay the claim.

If we agree to backdate the risk commencement date for any covers pertaining to the member and the Policy Schedule is in fact issued at a date which is after the risk commencement date, the duty of disclosure obligations and the requirement not to misrepresent any matter continues until the Policy Schedule is issued.

## 1.3 Policy Terms

These Policy Terms set out the standard terms for OneCare Super policies.

This wording is not a legal contract of insurance with us unless:

- we accept the application for insurance and issue a Policy Schedule
- the Trustee accepts the application for membership of the OnePath MasterFund and the member continues to be a member of the OnePath MasterFund and
- the premium has been paid and continues to be paid by the due dates.

## 1.4 Policy Schedule

The Policy Schedule forms part of this policy and confirms the cover that applies to the member. It contains important details about the insurance, including details of the choices the member has made in relation to each cover. For example:

- the amount insured for each cover
- the premium type that applies to each cover
- any additional options that apply to each cover
- any special conditions that apply, including any premium loadings and/or exclusions.

We agree to pay the benefits for the cover(s) shown on the Policy Schedule to the Trustee in the circumstances specified in this policy.

Benefits payable are subject to the limitations, reductions and exclusions for the cover(s) the member has selected, as described in these Policy Terms, and any special conditions set out on the Policy Schedule.

The cover(s) which applies to the member commences on the cover start date and expires on the cover expiry date as shown on the Policy Schedule, unless cover ends earlier as set out in these Policy Terms.

### 1.5 Premium

The premium must be paid to keep the policy in force (see section 8.1 and 8.7). If the premium has not been paid in full, we do not have to pay any benefits under the policy and we may cancel the policy.

If the policy provides more than one type of cover and a claim becomes payable in respect of one of them, subject to the conditions on when this policy ends set out in section 1.9 and the conditions for benefit reductions set out in each cover section, the policy will continue to provide the remaining cover(s) for which the amount(s) insured has not become payable under the policy. The premium must continue to be paid for the remaining cover(s).

### 1.6 Cooling-off period

This policy, or individual covers under the policy, may be cancelled by the member without financial penalty within 28 days of the date we issue the Policy Schedule, confirming our acceptance of the application.

The member may request that the Trustee cancel the policy, or individual covers under the policy, during the cooling-off period by giving us notice in writing and returning the Policy Schedule. If the member does this, we will cancel the policy or the individual covers as requested, and refund to the Trustee any money paid in relation to the policy or the individual covers (except any amounts of taxation or government charges which we are unable to recover).

The release of this payment by the Trustee to the member will be subject to the Trust Deed of the OnePath MasterFund and relevant superannuation laws.

The member cannot exercise the right to cancel the policy, or individual covers under the policy, at any time after a claim for benefits has been made under the policy.

### 1.7 No surrender value

This policy provides insurance cover only. The covers under this policy do not include an investment income or accruals component from the investment of the premium. The policy has no surrender value.

### 1.8 Continuing cover

The member may continue the policy each year upon payment of the premium, regardless of changes to the health, occupation or pastimes of the member. The first policy anniversary date is 12 months after the policy start date (which is shown on the Policy Schedule). In advance of each policy anniversary date, we will send the member an updated Policy Schedule which shows any variation to the cover(s) provided for the member, the amount(s) insured for each cover and the premium for the next 12 months.

### 1.9 When this policy ends

This policy will end on the earlier of the:

- date we receive written notification from the member to cancel the policy
- date we cancel and/or avoid the policy in accordance with our legal rights
- date we cancel and/or avoid the policy because the premium has not been paid when due
- ending of all covers under the policy (the circumstances in which each cover will end are set out in each cover section in these Policy Terms)
- date of the death of the member.

### 1.10 Worldwide cover

The policy provides worldwide insurance cover 24 hours a day.

### 1.11 Guaranteed upgrade of benefits

If we improve any of the benefits available under OneCare Super in the future, we will automatically add those improvements to this policy where they do not result in an increase to premium rates.

The improvements will apply only to future claims and not to past or current claims, or any claims arising from conditions which first occur, are first diagnosed, or for which symptoms first become **reasonably apparent**, before the effective date of those improvements. If certain exclusions were noted on a member's Policy Schedule previously, these continue to apply.

### 1.12 Replacement of insurance issued by another insurer

If we issue this policy, or a cover under this policy, on the condition that it replaces insurance issued by another insurer and the insurance being replaced is not cancelled, the amount of any benefits paid under this policy will be reduced by any benefits payable under the insurance being replaced.

### 1.13 Statutory funds

Premiums for this policy will be placed in our Statutory Fund No.3 and any claims paid under this policy will be paid from this fund.

We reserve the right to transfer all or any policies to any new or existing statutory fund or sub-fund in that statutory fund with the permission of the appropriate prudential regulator (if necessary).

### 1.14 Australian law and courts

This policy is governed by the law that applies within the state of New South Wales.

### 1.15 Claim payments

All amounts payable under this policy shall be paid in Australian currency in Australia.

### 1.16 Customer concerns

We aim to resolve all complaints quickly and fairly. If you have a complaint, please contact Customer Services on 133 667, or write to us at:

#### **Complaints Resolution Officer**

OnePath Life  
GPO Box 5306  
Sydney NSW 2001

Having followed our dispute resolution process, if you are not satisfied with our response, you can contact the Superannuation Complaints Tribunal (SCT):

#### **Superannuation Complaints Tribunal**

Locked Bag 3060  
GPO Melbourne VIC 3001  
Phone 1300 884 114  
Fax 03 8635 5588  
[www.sct.gov.au](http://www.sct.gov.au)

The SCT is a statutory body that deals with complaints about the decisions and conducts of superannuation providers, including trustees of superannuation funds, relating to members, but not in relation to their decisions and conducts relating to the management of the fund as a whole.

If your complaint is outside the jurisdiction of the SCT, you may have the right to take your complaint to the Financial Ombudsman Service (FOS):

#### **Financial Ombudsman Service**

GPO Box 3  
Melbourne VIC 3001  
Phone 1300 780 808  
Fax 03 9631 6399  
[www.fos.org.au](http://www.fos.org.au)

The FOS is an external dispute resolution scheme that was established to provide free advice and assistance to consumers to help them in resolving complaints relating to members of financial services industry, including life insurance companies, superannuation providers, financial planners, investment managers, general insurance companies and their agents.



## 2. Life Cover

The Policy Schedule will show if Life Cover applies to the member, and if so:

- the Life Cover amount insured and
- any options selected (at extra cost).

The Life Cover built-in benefits, built-in features and options (at extra cost) are listed in the table below with references to relevant sections in these Policy Terms where more details can be found:

	Refer to section
<b>Built-in benefits</b>	
Death Benefit	2.1.1
Terminal Illness Benefit	2.1.2
<b>Built-in features</b>	
Serious Disability Premium Waiver	2.1.3
Indexation	7.1
Premium Freeze	7.2
Future Insurability	4.1
<b>Options (at extra cost)</b>	
TPD Cover as an option to Life Cover	3
Business Guarantee Option	4.2
Premium Waiver Disability Option	4.3

### 2.1 Life Cover built-in benefits and features

#### 2.1.1 Death Benefit

If the member dies while their Life Cover is in force, we will pay the Life Cover amount insured to the Trustee.

#### 2.1.2 Terminal Illness Benefit

If the member is diagnosed with a **terminal illness** while their Life Cover is in force, we will pay the Life Cover amount insured to the Trustee.

#### 2.1.3 Serious Disability Premium Waiver

If at the policy anniversary when the member is age 65 or under, the member suffers an **illness** or **injury** that results in the member being permanently unable to perform at least two of the **activities of daily living** without the physical assistance of someone else, we will waive the premiums for the member until the earlier of:

- two years' premiums having been waived or
- the date cover ends under the policy.

Indexation increases will continue to apply to covers for which premiums are being waived.

We will not waive premiums for Life Cover provided under Life Cover Buy Back or the Life Cover Purchase Option.

### 2.2 Life Cover benefit reductions

The Life Cover amount insured will be reduced by any amount we pay under this policy for TPD Cover where it is an option to Life Cover.

### 2.3 Life Cover exclusions

We will not pay any benefits under Life Cover:

- for anything we have specifically excluded from this cover, as shown on the Policy Schedule or
- if, as a result of the member's intentional act or omission, the member dies during the first 13 months from the:
  - cover start date
  - date we increase this cover at the request of the member (not including any indexation increases). The exclusion applies only to the amount of the increase to the cover
  - date we agree to reinstate the cover after it has been cancelled or
  - date of the start of any cover bought back under Life Cover Buy Back or purchased under the Life Cover Purchase Option. The exclusion applies only to the amount of Life Cover bought back or purchased.

This exclusion will not apply to that part of the amount insured which replaces similar insurance under a policy issued by us or another insurer if:

- the insurance under the policy to be replaced has been in force for a minimum of 13 consecutive months immediately prior to the cover start date of this cover
- the policy to be replaced is cancelled immediately after the issue of this cover
- all similar exclusions have expired under the policy to be replaced (including exclusions which were applied to the policy after its commencement due to, for example, reinstatements or increases) and
- no claim is payable or pending under the policy to be replaced.

Where the Life Cover amount insured under this policy exceeds that of the policy to be replaced, this exclusion will apply to the excess.

## 2.4 When Life Cover ends

Life Cover for the member will end and our liability to pay any benefit under Life Cover will cease automatically on the earlier of the:

- date we pay the full Life Cover amount insured
- cover expiry date shown on the Policy Schedule (if applicable)
- date we receive written notification from the member to cancel the cover
- date we cancel and/or avoid the cover in accordance with our legal rights
- date we cancel and/or avoid the policy because the premium has not been paid when due
- policy anniversary when the member is age 75.

Life Cover under this policy will cease to be available as part of the OneCare Super entitlements of the member when:

- the member is no longer eligible to have superannuation contributions made (as prescribed under superannuation law) to the OnePath MasterFund or
- the member is unable to roll over or transfer existing superannuation amounts from a qualifying OnePath Custodians superannuation product into their OneCare Super account.

If this happens, the member has the option to continue the Life Cover outside of superannuation on the same terms that apply under this policy. This option is available for 30 days after Life Cover ceases to be available as part of the superannuation entitlements of the member.

# 3. Total and Permanent Disability (TPD) Cover

The Policy Schedule will show if TPD Cover applies to the member, and if so:

- the TPD Cover structure:
  - TPD Cover as an option to Life Cover
  - stand alone TPD Cover
- the TPD Cover amount insured
- the TPD definition which applies and
- any options selected (at extra cost).

The TPD Cover built-in benefits, built-in features and options (at extra cost) are listed in the table below with references to relevant sections in these Policy Terms where more details can be found:

	Refer to section
<b>Built-in benefits</b>	
TPD Benefit	3.1.1
Limited Death Benefit (applies to stand alone TPD Cover only)	3.1.2
<b>Built-in features</b>	
Indexation	7.1
Premium Freeze	7.2
Future Insurability	4.1
Life Cover Buy Back	3.3.1
Auto Conversion	3.7
<b>Options (at extra cost)</b>	
Double TPD Option	3.4.1
Life Cover Purchase Option	3.4.2
Business Guarantee Option	4.2
Premium Waiver Disability Option	4.3

## 3.1 TPD Cover built-in benefits

### 3.1.1 TPD Benefit

If the member suffers total and permanent disability while their TPD Cover is in force and satisfies the conditions of the TPD definition which applies (as shown on the Policy Schedule and defined in section 3.1.1.2), we will pay the TPD Cover amount insured to the Trustee.

If stand alone TPD Cover applies, the member must also satisfy the survival period stated for the relevant TPD definition for a TPD Benefit to be paid (see section 3.1.1.2).

#### 3.1.1.1 Maximum amounts

The maximum amount of TPD Cover for the member that can be applied for depends on the TPD definition(s) that applies, as follows:

- Any Occupation and/or the Own Occupation TPD definition – \$5,000,000
- Home-maker TPD definition – \$2,000,000

- Non-working TPD definition – \$5,000,000
- Home-maker and the Non-working TPD definitions – \$3,000,000
- Any Occupation and/or the Own Occupation, and the Non-working TPD definition – \$5,000,000.

The maximum amount we will pay for TPD Cover where the member is age 65 or older is \$3,000,000 across all TPD policies. If the TPD amount insured is greater than \$3,000,000, the cover will automatically reduce to \$3,000,000 at age 65 (see section 3.7).

The amount insured will be adjusted by increases under indexation if applicable (see section 7.1).

#### 3.1.1.2 TPD definitions

The terms ‘totally and permanently disabled’, ‘total and permanent disability’ and ‘TPD’ have the same special meaning under this policy. The meaning applying to the member will depend on the selection made by the member and accepted by us, and the age of the member. The TPD definition applying to the member before the policy anniversary when the member is age 65 will be shown on the Policy Schedule.

The Non-working TPD definition applies to amounts insured in excess of \$1,000,000 from the policy anniversary when the member is age 65 and to all TPD Cover from the policy anniversary when the member is age 70 (see section 3.7).

If stand alone TPD Cover applies, the member must also satisfy the following survival periods for a TPD Benefit to be paid. This means the member must survive without life support for the relevant survival period after the date the member satisfies the TPD definition.

TPD definition	Part(s) of the definition to which the survival period applies	Survival period starts the date the member satisfies the TPD definition
Any Occupation, Own Occupation and Home-maker	1 and 5	0 days
	2, 3 and 4	8 days
Non-working	3	0 days
	1 and 2	8 days

If the member dies before the end of the survival period stated above, and as a result a TPD Benefit is not paid, we will pay a Limited Death Benefit of \$10,000 (see section 3.1.2).

#### Any Occupation TPD definition

Any Occupation TPD means that, as a result of **illness or injury**, the member:

- (1) a) has been absent from and unable to work for three consecutive months and
- b) is disabled at the end of the period of three consecutive months to such an extent that they are unlikely ever again to be able to engage in any occupation:

- for which they are reasonably suited by their education, training or experience, and
- which is likely to generate average **monthly earnings** of at least 25% of the member's average **monthly earnings** in the 12 months prior to claim

or

(2) a) suffers at least 25% permanent whole person impairment as defined in the American Medical Association publication "Guides to the Evaluation of Permanent Impairment", 4th edition, or an equivalent guide to impairment approved by us and

b) is disabled to such an extent that, as a result of the impairment they are unlikely ever again to be able to engage in any occupation:

- for which they are reasonably suited by their education, training or experience, and
- which is likely to generate average **monthly earnings** of at least 25% of the member's average **monthly earnings** in the 12 months prior to claim

or

(3) suffers the total and permanent loss of the use of:

- two limbs (where 'limb' is defined as the whole hand or the whole foot)
- the sight in both eyes or
- one limb and the sight in one eye

or

(4) suffers 'loss of independent existence'.

'Loss of independent existence' means the member is totally and irreversibly unable to perform at least two of the following five 'activities of daily living' without the assistance of another adult person:

- bathing and/or showering
- dressing and undressing
- eating and drinking
- using a toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with assistance of a walking aid

or

(5) suffers 'cognitive loss'.

'Cognitive loss' means a total and permanent deterioration or loss of intellectual capacity that has required the member to be under continuous care and supervision by another adult person for at least six consecutive months and, at the end of that six month period, they are likely to require ongoing continuous care and supervision by another adult person.

Own Occupation TPD definition

Own Occupation means the most recent occupation in which the member was engaged immediately prior to the date of disability.

Own Occupation TPD means that, as a result of **illness** or **injury**, the member:

(1) a) has been absent from and unable to engage in their Own Occupation for three consecutive months and

b) is disabled at the end of the period of three consecutive months to such an extent that they are unlikely ever again to be able to engage in their Own Occupation

or

(2) a) suffers at least 25% permanent whole person impairment as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4th edition, or an equivalent guide to impairment approved by us and

b) is disabled to such an extent that, as a result they are unlikely ever again to be able to engage in their Own Occupation

or

(3) suffers the total and permanent loss of the use of:

- two limbs (where 'limb' is defined as the whole hand or the whole foot)
- the sight in both eyes or
- one limb and the sight in one eye

or

(4) suffers 'loss of independent existence'.

'Loss of independent existence' means the member is totally and irreversibly unable to perform at least two of the following five 'activities of daily living' without the assistance of another adult person:

- bathing and/or showering
- dressing and undressing
- eating and drinking
- using a toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with assistance of a walking aid

or

(5) suffers 'cognitive loss'.

'Cognitive loss' means a total and permanent deterioration or loss of intellectual capacity that has required the member to be under continuous care and supervision by another adult person for at least six consecutive months and, at the end of that six month period, they are likely to require ongoing continuous care and supervision by another adult person.

#### Home-maker TPD definition

'Normal domestic duties' means the tasks performed by a person whose sole occupation is to maintain their family **home**. These tasks include unassisted cleaning of the **home**, cooking of meals for their family, doing their family's laundry, shopping for their family's food and taking care of dependent children (where applicable). 'Normal domestic duties' does not include duties performed outside the member's **home** for salary, reward or profit.

Home-maker TPD means that, as a result of **illness or injury**, the member:

- (1) a) is under the regular care of a **medical practitioner** and is unable, for a period of three consecutive months, to perform 'normal domestic duties', leave **home** unaided, or be engaged in any occupation and
- b) at the end of the period of three months, is disabled to such an extent that they require ongoing medical care and are unlikely ever again to be able to perform any 'normal domestic duties' or be engaged in any occupation for which they are reasonably suited by their education, training or experience

or

- (2) a) suffers at least 25% permanent whole person impairment as defined in the American Medical Association publication "Guides to the Evaluation of Permanent Impairment", 4th edition, or an equivalent guide to impairment approved by us and
- b) is disabled to such an extent that, as a result they are unlikely ever again to be able to perform any 'normal domestic duties' or engage in any occupation for which they are reasonably suited by their education, training or experience

or

- (3) suffers the total and permanent loss of the use of:
  - two limbs (where 'limb' is defined as the whole hand or the whole foot)
  - the sight in both eyes or
  - one limb and the sight in one eye

or

- (4) suffers 'loss of independent existence'

'Loss of independent existence' means the member is totally and irreversibly unable to perform at least two of the following five 'activities of daily living' without the assistance of another adult person:

- bathing and/or showering
- dressing and undressing
- eating and drinking
- using a toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with assistance of a walking aid

or

- (5) suffers 'cognitive loss'

'Cognitive loss' means a total and permanent deterioration or loss of intellectual capacity that has required the member to be under continuous care and supervision by another adult person for at least six consecutive months and, at the end of that six month period, they are likely to require ongoing continuous care and supervision by another adult person.

#### Non-working TPD definition

Non-working TPD means that, as a result of **illness or injury**, the member:

- (1) suffers the total and permanent loss of the use of:

- two limbs (where 'limb' is defined as the whole hand or the whole foot)
- the sight in both eyes or
- one limb and the sight in one eye

or

- (2) suffers 'loss of independent existence'

'Loss of independent existence' means the member is totally and irreversibly unable to perform at least two of the following five 'activities of daily living' without the assistance of another adult person:

- bathing and/or showering
- dressing and undressing
- eating and drinking
- using a toilet to maintain personal hygiene
- getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with assistance of a walking aid.

or

- (3) suffers 'cognitive loss'

'Cognitive loss' means a total and permanent deterioration or loss of intellectual capacity that has required the member to be under continuous care and supervision by another adult person for at least six consecutive months and, at the end of that six month period, they are likely to require ongoing continuous care and supervision by another adult person.

#### 3.1.1.3 Date of disablement

To determine the benefit payable for cover under part 1 of an Any or Own Occupation TPD definition, the date of disablement will be the date three months after the member permanently ceases work.

To determine the benefit payable for cover with all other TPD definitions, the date of disablement is the date that all of the elements of the definition of TPD are satisfied.

The benefit payable will be the relevant TPD Benefit that applied at the date of disablement.

### 3.1.2 Limited Death Benefit

**(Only available with stand alone TPD Cover).**

If the member dies while stand alone TPD Cover for that member is in force, and they do not qualify for the payment of a TPD Benefit, we will pay a Limited Death Benefit of \$10,000 to the Trustee.

### 3.2 TPD Cover benefit reductions

The TPD Cover amount insured may be reduced if we pay other benefits for the member under this policy. If TPD Cover applies as an option to Life Cover for the member, the TPD Cover amount insured is reduced by any amount we pay for the member under this policy for the Terminal Illness Benefit under Life Cover.

### 3.3 TPD Cover built-in features

#### 3.3.1 Life Cover Buy Back

**(Only available where TPD Cover is selected as an option to Life Cover as shown on the Policy Schedule).**

If we pay the TPD Cover amount insured for the member under this policy, the member can buy back Life Cover up to the amount of the TPD Benefit we paid, on the following basis:

- We will offer Life Cover Buy Back 12 months after the later of:
  - the date we received the fully completed claim form or
  - the date the member satisfied the conditions of the TPD definition.
- We must receive written acceptance from the member within 30 days of the offer being made.
- The premium for the new Life Cover will be calculated based on the premium rates applying to Life Cover at the time the member chooses to buy back. We will apply any medical, occupational or pastime loadings, or any other loadings that applied to the original Life Cover.
- Any exclusions which applied under the original Life Cover will also apply to the new Life Cover.
- Future Insurability and Business Guarantee Option increases are not available in relation to the new Life Cover.

The member cannot exercise Life Cover Buy Back if:

- a benefit for **terminal illness** has been previously paid for the member or
- the Double TPD Option applies for the member (see section 3.4.1).

### 3.4 TPD Cover options (at extra cost)

#### 3.4.1 Double TPD Option

**(Only available where TPD Cover is selected as an option to Life Cover as shown on the Policy Schedule).**

If we pay the TPD amount insured for the member and the member survives the relevant survival period (as outlined in the following table) without life support, we will reinstate the Life Cover amount insured which was reduced by the payment of the TPD Benefit.

TPD definition	Part(s) of the definition to which the survival period applies	Survival period starts the date the member satisfies the TPD definition
Any Occupation, Own Occupation and Home-maker	1 and 5	0 days
	2, 3 and 4	8 days
Non-working	3	0 days
	1 and 2	8 days

We will waive premiums for the reinstated Life Cover from the date we pay the TPD Cover amount insured until the member dies.

Indexation, Future Insurability and Business Guarantee Option increases are not available in relation to the reinstated Life Cover.

We will not reinstate Life Cover under the Double TPD Option if a benefit for **terminal illness** has been previously paid for the member.

The Double TPD Option expires at the policy anniversary when the member is age 65.

#### 3.4.2 Life Cover Purchase Option

**(Only available for stand alone TPD Cover as shown on the Policy Schedule).**

If we pay the TPD Cover amount insured for the member under this policy, the member can purchase Life Cover for that member up to the amount of the TPD Benefit we paid, on the following basis:

- We will offer the Life Cover Purchase Option 12 months after the later of:
  - the date we received the fully completed claim form or
  - the date the member satisfied the conditions of the TPD definition.
- We must receive written acceptance from the member within 30 days of the offer being made.
- The premium for the new Life Cover will be calculated based on the premium rates applying to Life Cover at the time the member chooses to exercise this option. We may apply any medical, occupational or pastime loadings, or any other loadings that applied to the original TPD Cover.

- Any exclusions which applied under the original TPD Cover may also apply to the new Life Cover.
- Future Insurability and Business Guarantee Option increases are not available in relation to the new Life Cover.

The member cannot exercise the Life Cover Purchase Option if a benefit for **terminal illness** has been previously paid for the member.

### 3.5 TPD Cover exclusions

We will not pay any benefits under TPD Cover for:

- anything we have specifically excluded from the policy, as shown on the Policy Schedule or
- total and permanent disability which arises as a result of the member's intentional act or omission.

### 3.6 When TPD Cover ends

TPD Cover for the member will end and our liability to pay any benefit under TPD Cover will cease automatically on the earlier of the:

- policy anniversary when the member is age 75
- date we pay the TPD Cover amount insured
- cover expiry date shown on the Policy Schedule
- date we receive written notification from the member to cancel the cover
- date we cancel and/or avoid the cover in accordance with our legal rights
- date we cancel and/or avoid the policy because the premium has not been paid when due
- date of the member's death.

TPD Cover under this policy will cease to be available as part of the OneCare Super entitlements of the member when:

- the member is no longer eligible to have superannuation contributions made (as prescribed under superannuation law) to the OnePath MasterFund or
- the member is unable to roll over or transfer existing superannuation amounts from a qualifying OnePath superannuation product into their OneCare Super account.

If this happens, the member has the option to continue the TPD Cover outside of superannuation on the same terms that apply under this policy. This option is available for 30 days after TPD Cover ceases to be available as part of the superannuation entitlements of the member.

## 3.7 Auto Conversion

### 3.7.1 When the member is age 65

On the policy anniversary when the member is age 65, the TPD definition for the policy will automatically convert to the Non-working TPD definition. However, if the member is classed by us as occupationally white collar, they may apply to continue for up to \$1,000,000, or if an instalment benefit payment type applies, an **equivalent instalment amount** of their Any occupation or Own occupation TPD definition cover to age 70.

The member must apply to us in writing 30 days prior to the policy anniversary when the member is age 65, confirming the occupation they are engaged in.

If we accept the member's application we will confirm this in writing.

The TPD Cover amount insured will be the same unless the total of all cover for total and permanent disability for the member under all policies issued by us is more than \$3,000,000, or if an instalment benefit payment type applies, an **equivalent instalment amount**. In this case, we only convert such an amount of TPD Cover that the total of all cover for total and permanent disability for the member under all policies issued by us is \$3,000,000, or if an instalment benefit payment type applies, an **equivalent instalment amount**.

### 3.7.2 When the member is age 70

On the policy anniversary when the member is age 70, all Any occupation or Own occupation TPD definition cover will automatically convert to the Non-working TPD definition.



## 4. General benefits, features and options for Life Cover, TPD Cover and Extra Care Cover

### 4.1 Future Insurability

The member may apply to us to increase their Life Cover, TPD Cover and/or Extra Care Cover amount insured for the member once in any 12 month period under Future Insurability without supplying medical evidence if a personal event or policy event (as defined in section 4.1.1) occurs and if all of the following conditions are met:

- At the time of applying for the increase, neither the member nor anyone else has made or is entitled to make a claim in relation to the member under this policy or any other policy issued by us.
- Each proposed increase to the Life Cover, TPD Cover or Extra Care Cover amount(s) insured made under Future Insurability is for a minimum amount of \$10,000.
- If the member is covered under more than one policy issued by us, and those policies provide a similar right to increase the amount insured for a cover without medical evidence, individual increases for a personal or policy event under this policy are limited to an amount such that the total of all increases across all policies for that personal or policy event do not exceed the limits set out in section 4.1.1.
- For each cover type, the total of the increases made under Future Insurability across all policies issued by us in respect of the member cannot exceed the lesser of:
  - an amount of \$1,000,000
  - the amount insured for each cover type at the cover start date.
- For personal or policy events (as defined in section 4.1.1), the application to increase the Life Cover, TPD Cover or Extra Care Cover amount insured is made within 30 days of the:
  - occurrence of the personal event or
  - policy anniversary following the personal or policy event.
- The member may apply for an increase for only one future insurability event per cover in any one 12 month period across all policies issued by us for the member.
- All of the conditions relating to the personal or policy event (as set out in section 4.1.1) are met and the application is accepted by us.

Future Insurability increases are not available:

- after the policy anniversary when the member is age 55 or
- if the original cover was issued by us with a medical loading greater than 50% as shown on the Policy Schedule.

During the first six months after we increase the Life Cover, TPD Cover or Extra Care Cover amount insured for the member under Future Insurability in respect of:

- their mortgage
- their marriage
- their dependent child starting secondary school
- their salary package increase
- them obtaining an undergraduate degree
- the death of their **spouse**
- their third policy anniversary
- a change in their tax dependency status
- their divorce or
- them becoming a carer,

we will pay:

- the portion of the Life Cover or Extra Care Accidental Death amount insured increased under Future Insurability, only in the event of the member's **accidental death**
- the portion of the TPD Cover amount insured increased under Future Insurability, only in the event of the member's **accidental total and permanent disablement.**

During the first six months after we increase the TPD Cover amount insured for the member under Future Insurability in respect of the birth or adoption of their child, we will pay a portion of the TPD Cover amount insured increased under Future Insurability which exceeds \$50,000 only in the event of the member's **accidental total and permanent disablement.**



#### 4.1.1 Future Insurability for Life Cover, TPD Cover and Extra Care Cover

Personal events (occurring after the cover start date)	Evidence required	Benefit
<p>The member:</p> <ul style="list-style-type: none"> <li>takes out a new mortgage or</li> <li>increases an existing mortgage (excluding re-draw and refinancing)</li> </ul> <p>on the member's principal place of residence with an accredited mortgage provider.</p> <p>'Accredited mortgage provider' means an Authorised Deposit-taking Institution (as defined in the <i>Banking Act 1959</i>) or other reputable financial services business or program or trustee which provides mortgage loans as part of its ordinary business activities and is accredited with the Mortgage Industry Association of Australia.</p>	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>Written confirmation from the member's accredited mortgage provider(s) of: <ul style="list-style-type: none"> <li>the amount and effective date of the mortgage, where the member takes out a new mortgage or</li> <li>the amount of the mortgage immediately preceding the increase, the effective date of the increase and the current level of the increased mortgage, where the member increases their mortgage, whether with an existing or different mortgage provider.</li> </ul> </li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>50% of the Life Cover amount insured or 25% of the TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>the amount of the mortgage where the member takes out a new mortgage</li> <li>the amount of the increase to the level of the mortgage where the member increases an existing mortgage</li> <li>\$200,000.</li> </ul>
<p>The member or their <b>spouse</b> gives birth to or adopts a child.</p>	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A copy of the birth certificate for the child or the adoption documentation.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
<p>The member's marriage.</p>	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A copy of the marriage certificate in respect of a marriage recognised under the <i>Marriage Act 1961</i>.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
<p>A dependent child of the member starts secondary school.</p>	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>Written confirmation of enrolment from the secondary school.</li> <li>A copy of the birth certificate for the child or the adoption documentation.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
<p>The member's annual salary package increases by 15% or more.</p>	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>Written confirmation from the member's employer of their salary package before and after the increase.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>10 times the amount of the salary package increase</li> <li>\$200,000.</li> </ul> <p>An increase in the Life/TPD/Extra Care Cover amount insured under Future Insurability for a member in respect of an annual salary package increase cannot occur if the member is:</p> <ul style="list-style-type: none"> <li>self-employed</li> <li>a controlling director of the employer or a holding company of the employer or</li> <li>is able to decide or control a decision on the amount of their own salary package.</li> </ul> <p>For the purposes of this benefit, salary package does not include any irregular payments such as bonuses that may not continue to be made in the future.</p>

Personal events (occurring after the cover start date)	Evidence required	Benefit
The member completes an undergraduate degree at a government recognised Australian university.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A copy of the certified transcript or degree obtained from the university.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
The member's <b>spouse</b> dies.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A copy of the death certificate of the <b>spouse</b> and either: <ul style="list-style-type: none"> <li>a copy of the marriage certificate of the member and their <b>spouse</b> or</li> <li>a statutory declaration attesting the existence of the relationship on a permanent and bona fide domestic basis, which has lasted at least six months, plus a personal document that indicates the relationship as acceptable to us.</li> </ul> </li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
The member's divorce.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A copy of the divorce certificate.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
The member becomes a carer for the first time and is financially responsible for provisions of such care, and/or is physically providing such care.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>A signed and dated letter from a <b>medical practitioner</b> confirming: <ul style="list-style-type: none"> <li>that the care is both necessary for medical reasons and likely to be required for a continuous period of at least six months</li> <li>that the care was previously not required and</li> <li>the nature of the member's relationship with the person requiring care is that of an immediate <b>family member</b>.</li> </ul> </li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000.</li> </ul>
The member has a change in tax dependency status as a result of the member ceasing to have any tax dependents as defined by current law.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> <li>Statutory declaration that the member no longer has any tax dependants, and that this change in circumstance occurred within the previous 12 months.</li> </ul>	<p>The Life/Extra Care (Accidental Death) Cover amount may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000</li> </ul> <p>We will increase the amount insured under Future Insurability for this event only once during the period of the policy.</p>
Policy events (occurring after the cover start date)	Evidence required	Benefit
During the first three years since the cover start date, and every three year period thereafter, the member has not increased the Life/TPD/Extra Care Cover amount insured under Future Insurability.	<ul style="list-style-type: none"> <li>A completed Future Insurability Increase Application Form.</li> </ul>	<p>The Life/TPD/Extra Care Cover amount insured may be increased by up to the lesser of:</p> <ul style="list-style-type: none"> <li>25% of the Life/TPD/Extra Care Cover amount insured (as applicable) at the cover start date</li> <li>\$200,000 at the third policy anniversary</li> </ul>

## 4.2 Business Guarantee Option

**(This option only applies to cover for a member if it is shown on the Policy Schedule. This option is not available for Extra Care Cover).**

Where a cover for a member is selected for a 'business insurance purpose' of which we approve, this option allows the member to increase the amount insured for that cover without supplying medical evidence, when the value associated with the business insurance purpose increases and if the following conditions are met:

- Each proposed increase under this option must relate to the business insurance purpose that we originally approved.
- Each individual increase under this option can be for an amount no greater than the increase in the value associated with the business insurance purpose (where the value associated with the business insurance purpose at the time the member applies for the increase is calculated using the same methodology as was used to calculate the value associated with the business insurance purpose upon which the original application for this option was based).
- The total to which the amount insured can be increased under this option is the lesser of:
  - three times the original amount insured or
  - the following lump sum amounts:
    - Life Cover – \$15,000,000
    - TPD Cover – \$5,000,000 (amounts in excess of \$3,000,000 are to be purchased as Non-working TPD except for white collar occupations).

If more than three years have passed since the commencement of this option and an increase in cover under this option has not occurred in the previous three years, the maximum individual increase under this option is the lesser of:

- three times the original amount insured or
- the following lump sum amounts:
  - Life Cover – \$2,000,000
  - TPD Cover – \$2,000,000
- We will not increase the amount insured for any cover under this option above the maximum amount of cover available for that cover type (see section 3.1.1.1).
- If the amount insured at the cover start date is less than 100% of the value associated with the business insurance purpose, then we will limit any future increase made under this option. The amount insured, as a proportion of the value associated with the business insurance purpose, can not increase above that which applied at the cover start date.

- The application for the increase must be accompanied by:
  - for 'buy/sell', share purchase or business succession purposes:
    - a current valuation of the business provided by a qualified accountant or business valuer (who is the same person or firm who provided us with financial evidence of the value associated with the business insurance purpose for the purposes of our assessment of the original application for this option or such other person or firm agreed to by us, using the same methodology)
  - for loan guarantee insurance purposes:
    - a current loan statement or agreement detailing the loan balance and terms of the loan at the time of the increase application
  - for key person insurance purposes:
    - current business financial statements and income tax returns for the most recent financial years and a calculation of how key person cover need has been determined

as well as:

- a confirmation that the member is actively at work in their usual occupation at the time you apply for the increase
- any other information, other than medical evidence, we may request to assess the application.
- The member has not applied for an increase under Future Insurability (see section 4.1) for the same event(s).
- At the time of applying for the increase, neither the member nor anyone else has made or is entitled to make a claim in relation to the member under this policy or any other policy issued by us providing cover for death, **terminal illness** or total and permanent disability.

The member may only apply for one increase under this option in any 12 month period.

The member may only remove this option from a cover if an increase has not been made under the option since the cover start date.

'Business insurance purposes' includes key person insurance, loan guarantee insurance, insurance which supports a written business succession agreement including buy/sell or share purchase agreements or any other business insurance purposes which we may approve.

A member is a 'key person' to a business if they are crucial to the operation of the business and it can be reasonably demonstrated to us that the business would suffer a financial loss in the event of the member's death or disability. In the context of key person insurance 'the value associated with the business insurance purpose' means the value of the member to the business.

In the context of 'loan guarantee insurance', 'the value associated with the business insurance purpose' means the amount of the business loan for which the member is personally responsible.

'Business succession agreement' means a legally binding agreement between business partners under which the member's share of the business is to be purchased by the other partner(s) upon the occurrence of defined events. In this context 'the value associated with the business insurance purpose' means the value of the member's financial interest in the business.

### 4.3 Premium Waiver Disability Option

**(This option only applies to cover for a member if it is shown on the Policy Schedule).**

We will waive premiums for the member from the date they became disabled in relation to Life Cover, TPD Cover and/or Extra Care Cover (as applicable) while the member is:

- **on claim** under Income Secure Cover or Business Expense Cover or Living Expense Cover up until the policy anniversary when the member is age 65 or
- 'disabled' after having been disabled for six consecutive months up until the policy anniversary when the member is age 65.

If we waive a premium under this option we will also waive the premium that relates to:

- the waiting period under Income Secure Cover or
- the first six consecutive months of the member's disability.

'Disabled/disability' means that, as a result of **illness or injury**, the member:

- has been unable to engage in any occupation for which they are reasonably suited by their education, training or experience (if the member was **employed** prior to disablement) or
- has been under the care of a **medical practitioner** and has been unable to perform 'normal domestic duties', leave their **home** unaided, or engage in any occupation for which they are reasonably suited by their education, training or experience (if the member was not **employed** prior to disablement).

'Normal domestic duties' means the tasks performed by a person whose sole occupation is to maintain their family **home**. These tasks include unassisted cleaning of the **home**, cooking of meals for their family, doing their family's laundry, shopping for their family's food and taking care of dependent children (where applicable). 'Normal domestic duties' does not include duties performed outside the member's **home** for salary, reward or profit.

Indexation increases will continue to apply to covers for which premiums are being waived and premiums which relate to any indexation increases will be waived.

Any premium owing for any period before entitlement to premium waiver commences must be paid before we will waive premiums.

We will not waive premiums for Life Cover provided under Life Cover Buy Back or the Life Cover Purchase Option.

The Premium Waiver Disability Option expires on the policy anniversary when the member is age 65.

# 5. Income Secure Cover

The Policy Schedule will show if Income Secure Cover applies to a member, and if so:

- the Income Secure Cover type (Income Secure Standard or Income Secure Special Risk)
- the Income Secure Cover monthly amount insured
- the Income Secure Cover payment type (Indemnity only)
- the Income Secure Cover waiting period selected
- the Income Secure Cover benefit period selected
- the occupation category that applies to the member and
- any options selected (at extra cost).

The Income Secure Cover built-in benefits, built-in features and options (at extra cost) are listed in the table below with references to relevant sections in these Policy Terms where more details can be found.

	Refer to section	Income Secure Standard	Income Secure Special Risk
<b>Built-in benefits</b>			
Total Disability Benefit	5.5.1	✓	✓
Partial Disability Benefit	5.5.2	✓	✓
Rehabilitation and Retraining Expenses Benefit	5.5.3	✓	✓
Death Benefit	5.5.4	✓	✓
No Claim Benefit	5.5.5	✓	N/A
<b>Built-in benefits</b>			
Indexation	7.1	✓	✓
Waiver of premium	5.6.1	✓	✓
Conversion to Living Expense Cover	5.6.2	✓	✓
Increasing Income	5.6.3.1	✓	N/A
Family Cover Pause	5.6.3.2	✓	✓
Waiting Period Conversion	5.6.4	✓	✓
<b>Options (at extra cost)</b>			
Accident Option	5.7.1	✓	N/A
Premier Accident Option	5.7.2	✓	N/A
Increasing Claim Option	5.7.3	✓	✓
Priority Income Option – Mortgage Maintenance	5.7.4	✓	N/A

## 5.1 Monthly amount insured

The monthly amount insured is determined by reference to the member's annual income. The maximum that can be insured is  $\frac{1}{12}$  of:

- 75% of the first \$320,000 of annual income
- 50% of the next \$240,000 of annual income and
- 20% of the balance.

If the Priority Income Option (see section 5.7.4) is shown on the Policy Schedule the maximum that can be insured is  $\frac{1}{12}$  of:

- 80% of the first \$320,000 of annual income
- 55% of the next \$240,000 of annual income and
- 20% of the balance.

The monthly amount insured shown on the Policy Schedule may be used to calculate:

- the Total Disability Benefit (see section 5.5.1)
- the Partial Disability Benefit (see section 5.5.2) and
- other built-in benefits, built-in features and options (at extra cost) applicable to the type of Income Secure Cover selected.

The monthly amount insured will be adjusted by increases under indexation if applicable (see section 7.1).

## 5.2 Monthly amount insured payable

The monthly amount insured payable may be used to determine the monthly amount the member will be paid under the benefits provided by this cover while the member is **on claim** for:

- the Total Disability Benefit (see section 5.5.1)
- the Partial Disability Benefit (see section 5.5.2) and
- other built-in benefits, built-in features and options (at extra cost) applicable to the type of Income Secure Cover selected.

### 5.2.1 Indemnity benefit payment type

For an indemnity benefit payment type the monthly amount insured payable may be less than the monthly amount insured shown on the Policy Schedule depending on the member's **pre-claim earnings**.

The monthly amount insured payable is the lesser of:

- the monthly amount insured shown on the Policy Schedule
- 75% of the member's average monthly **pre-claim earnings** (or 80% if the Priority Income Option is shown on the Policy Schedule).

The monthly amount insured payable is then adjusted as follows:

- If the member is **on claim** and receives certain other payments, the monthly amount insured payable may be reduced (see section 5.9).
- If the member is **on claim**, the monthly amount insured payable may be increased under the Increasing Claim Option, if shown on the Policy Schedule (see section 5.7.3).

At the time of claim we require the member to provide satisfactory financial evidence for the purpose of determining the member's **pre-claim earnings**.

### 5.2.2 Reductions if the benefit period is to age 70

If the benefit period is to age 70 and the **disability** commences after the policy anniversary when the member is age 65, the monthly amount insured payable is reduced to the proportion of the amount insured otherwise payable as set out in the following table.

Age at policy anniversary prior to disability	Proportion of the amount insured payable
65	80%
66	60%
67	40%
68	20%
69	10%

### 5.3 Waiting period

The Policy Schedule will show the waiting period that applies to the cover.

Some benefits are payable during the waiting period. Where benefits are payable during the waiting period it is mentioned in the relevant sections of these Policy Terms.

The waiting period starts the day the member consults a **medical practitioner** and receives advice confirming **total disability**.

Where it can be substantiated that the **disability** commenced before receiving advice from a **medical practitioner**, the start of the waiting period may be backdated up to seven days with written confirmation of that advice.

A separate waiting period applies for each separate **illness** or **injury** of the member which causes **disability** for which the member can claim under this cover unless it is a recurring claim.

The waiting period is subject to change in respect of:

- returning to work during the waiting period (see section 5.3.1)
- recurring claims (see section 5.3.2).

#### 5.3.1 Return to work during the waiting period

If the member returns to work during the waiting period for any period which is:

- five consecutive days or less if the waiting period is 14 or 30 days
- 10 consecutive days or less if the waiting period is 60, 90 or 180 days or one year, or
- six consecutive months or less if the waiting period is two years,

those days spent at work will be added to the remaining waiting period.

If the member returns to work for a longer period, the waiting period will restart from the day after the last day worked, provided a **medical practitioner** confirms that the member is **totally disabled**.

### 5.3.2 Recurring claims

If the member has been **on claim** and another claim is made in respect of them arising from the same or related **illness** or **injury**, we will treat the subsequent claim as a continuation of the previous claim and the waiting period is waived provided the **illness** or **injury** recurs:

- for fixed term benefit periods of two years and six years for Income Secure Standard – if the **illness** or **injury** recurs within six months of the date the member was last **on claim**, we will treat the subsequent claim as a continuation of the previous claim and the waiting period will be waived. We will only pay benefits for the remaining benefit period, which has been reduced by the previous claim
- for fixed term benefit periods of two years and six years for Income Secure Special Risk – if the **illness** or **injury** recurs within 12 months of the date the member was last **on claim**, we will treat the subsequent claim as a continuation of the previous claim and the waiting period will be waived. We will only pay benefits for the remaining benefit period, which has been reduced by the previous claim
- for age-based benefit periods of to age 55, to age 60, to age 65 and to age 70 – if the **illness** or **injury** recurs within 12 months of the date the member was last **on claim**, we will treat the subsequent claim as a continuation of the previous claim and the waiting period will be waived.

New claims are considered to be:

- for fixed term benefit periods of two years and six years for Income Secure Standard – if a claim recurs after six months from the date the member was last **on claim**, then it will be considered to be a separate claim and a new waiting period will apply. The member must have returned to full-time work for at least six continuous months in order for us to consider the claim as a separate claim
- for fixed term benefit periods of two years and six years for Income Secure Special Risk – if a claim recurs after 12 months of the date the member was last **on claim**, then it will be considered to be a separate claim and a new waiting period will apply. The member must have returned to full-time work for at least 12 continuous months in order for us to consider the claim as a separate claim
- for age-based benefit periods of to age 55, to age 60, to age 65 and to age 70 – if a claim recurs after 12 months from the date the member was last **on claim**, then it will be considered to be a separate claim and a new waiting period will apply.

### 5.4 Benefit period

The benefit period is the maximum period of time that the member will be paid a benefit for any one **illness** or **injury** while the member is **totally** or **partially disabled**. The Policy Schedule will show the benefit period that has been chosen for the cover.



The benefit period starts at the end of the waiting period and continues until the earlier of the:

- end of the benefit period shown on the Policy Schedule
- cover expiry date
- date the member is no longer **totally** or **partially disabled**
- date of the member's death
- date on which the cover ends or is cancelled
- date we have paid the Partial Disability Benefit for a total of 36 months for each claim (if the member's occupation category shown on the Policy Schedule is HH, H or R).

If a claim is treated as a recurring claim (see section 5.3.2), the waiting period has been waived, and the benefit period shown on the Policy Schedule is two years or six years, the benefit period is reduced by any previous periods for which benefits were paid for that **illness** or **injury**.

If the claim is treated as a separate claim and a new waiting period applied, the benefit period will recommence.

## 5.5 Income Secure Cover built-in benefits

### 5.5.1 Total Disability Benefit

If the member is **totally disabled** due to **illness** or **injury**, we will pay the Total Disability Benefit during the benefit period after the completion of the waiting period. To be eligible to receive this benefit, the member must have been:

**(Applies if the member's occupation is shown on the Policy Schedule as Category P, E, D, A, F, I, C, M, S, L or T)**

- **totally disabled** for seven out of 12 consecutive days during the waiting period
- **disabled** for the remainder of the waiting period
- continuously **disabled** since the end of the waiting period (unless claiming as a recurring claim – see section 5.3.2)

**(Applies if the member's occupation is shown on the Policy Schedule as Category H, HH or R)**

- **totally disabled** for 30 consecutive days during the waiting period (or 14 consecutive days if the member has a 14 day waiting period)
- **disabled** for the remainder of the waiting period
- continuously **disabled** since the end of the waiting period (unless claiming as a recurring claim – see section 5.3.2).

We will stop paying this benefit when the member is no longer **totally disabled**.

The Total Disability Benefit is the monthly amount insured payable as defined in section 5.2.

The Total Disability Benefit is payable monthly in arrears. If a period of payment is less than a month, we pay  $\frac{1}{30}$  of the Total Disability Benefit for each day of the period.

### 5.5.2 Partial Disability Benefit

If the member is **partially disabled** due to **illness** or **injury**, we will pay the Partial Disability Benefit during the benefit period after the completion of the waiting period. To be eligible to receive this benefit, the member must have been:

**(Applies if the member's occupation is shown on the Policy Schedule as Category P, E, D, A, F, I, C, M, S, L or T)**

- **totally disabled** for seven out of 12 consecutive days during the waiting period
- **disabled** for the remainder of the waiting period
- continuously **disabled** since the end of the waiting period (unless claiming as a recurring claim – see section 5.3.2)

**(Applies if the member's occupation is shown on the Policy Schedule as Category H, HH or R)**

- **totally disabled** for 30 consecutive days during the waiting period (or 14 consecutive days if the member has a 14 day waiting period)
- **disabled** for the remainder of the waiting period
- continuously **disabled** since the end of the waiting period (unless claiming as a recurring claim – see section 5.3.2).

We will stop paying this benefit when the member is no longer **partially disabled**.

The Partial Disability Benefit is payable monthly in arrears. If a period of payment is less than a month, we pay  $\frac{1}{30}$  of the Partial Disability Benefit for each day of the period.

*Calculating the Partial Disability Benefit*

The Partial Disability Benefit is calculated as follows:

$$\text{where: } \frac{(A - B)}{A} \times C$$

A = the member's **pre-claim earnings**.

B = the member's **monthly earnings** for the month in which they are **partially disabled**. If the member is partially disabled and is not working to their capability as a result of causes other than **illness** or **injury** and this situation continues for at least three months, then 'B' will be calculated on what the member could reasonably be expected to earn if they were working to the extent of their capability.

In determining what the member could reasonably be expected to earn if they were working to the extent of their capability, we will take into account available medical evidence (including the opinion of the member's **medical practitioner**) and any other relevant considerations directly related to the member's medical condition (including information provided by the member).

If we are making monthly payments and intend to adjust future payments due to a change in how we calculate 'B', we will notify you 30 days prior to this taking place. 'B' must be less than the amount of 'A'. If 'B' is negative in a month, we will treat 'B' as zero.

C = the monthly amount insured payable as described in section 5.2.

### 5.5.3 Rehabilitation and Retraining Expenses Benefit

If the member is receiving Total or Partial Disability Benefits under this policy, we will reimburse the expenses associated with rehabilitation or retraining in respect of the member. The maximum amount we will reimburse in total over the life of the cover is 12 times the monthly amount insured payable.

We must agree in writing before the member commences the rehabilitation or retraining program. We will not approve any rehabilitation or retraining expenses which:

- we are not permitted by law to reimburse
- are regulated by the *National Health Act 1953* or the *Private Health Insurance Act, 2007*, or
- are expenses that the member is entitled to have reimbursed from another person or another policy.

Any benefit payable under the Rehabilitation and Retraining Expenses Benefit is in addition to the Total Disability Benefit and Partial Disability Benefit paid.

This benefit is not payable during the waiting period.

### 5.5.4 Death Benefit

We will pay three times the monthly amount insured as a lump sum if the member dies or is diagnosed with a **terminal illness** whilst the cover is in force.

We will pay this benefit once only. If we pay the Death Benefit for **terminal illness** we will not pay it upon the death of the member.

We pay this benefit for **terminal illness** in addition to any other benefits payable while the member is **on claim** under this cover.

The maximum amount payable under this benefit for death or **terminal illness** for Income Secure Standard for the member under all policies is \$60,000. The maximum amount payable under this benefit for death or **terminal illness** for Income Secure Special Risk for the member under all policies is \$30,000.

### 5.5.5 No Claim Benefit

**(Not applicable to Income Secure Special Risk.)**

If, for three consecutive years after the cover start date, both the:

- cover has been continuously in force and
- member has not been **on claim** and has not been eligible to make a claim under this cover

the following benefits will apply to this cover from the third anniversary of the cover start date:

- Double Death Benefit – we will double any Death Benefit otherwise payable
- Double Rehabilitation and Retraining Expenses Benefit – we will double the maximum payable under the Rehabilitation and Retraining Benefit.

The doubling of the Death Benefit and the Rehabilitation and Retraining Expenses Benefit (as applicable) only applies to a claim which arises from an event occurring after the third anniversary of the cover start date.

Once the No Claim Benefit applies, it will continue to apply even if the member is subsequently **on claim**. This means that if the member is eligible to make a claim after this time, the three year period does not start again.

## 5.6 Income Secure Cover built-in features

**(Unless specified, the following features apply to all types of Income Secure Cover).**

### 5.6.1 Waiver of premium

We will waive premiums for this cover for the member that relate to periods of time whilst the member is **on claim** under this cover, or **disabled** beyond the end of the waiting period and otherwise eligible for the payment of a benefit under this cover before benefit reductions are applied (see section 5.9).

If we waive a premium for this cover we will also waive the premium that relates to the waiting period.

If we are waiving premiums for all covers on a policy for a member, we will also waive the Policy Fee for that member.

### 5.6.2 Conversion to Living Expense Cover

If the member is not **on claim** and not eligible to make a claim at the expiry of the Income Secure Cover, we will offer conversion to Living Expense Cover under a separate non-superannuation policy without medical underwriting.

The conversion offer available will be for:

- a benefit period of two years and
- a cover expiry at age 80.

The following table details the waiting periods available.

The waiting period for Income Secure at time of conversion	Available waiting periods on Living Expense/Cover
14 days	30, 90, 1 year, 2 year
30 days	30, 90, 1 year, 2 year
60 days	30, 90, 1 year, 2 year
90 days	90, 1 year, 2 year
180 days	90, 1 year, 2 year
1 year	1 year, 2 year
2 year	2 year

The monthly amount insured converted at the expiry of the Income Secure Cover will be the lesser of:

- the monthly amount insured at expiration across all Income Secure Covers for the member under all policies issued by us
- the maximum monthly amount insured we offer on standard terms for Living Expense Cover at that time.



The premium will be calculated based on stepped premium rates applying to Living Expense Cover at the time of conversion. We will apply any medical or hazardous pursuits loadings or specific exclusions that applied to the original Income Secure Cover to the Living Expense Cover.

The member is able to take up this conversion option prior to the expiry of the Income Secure Cover by contacting us and completing the appropriate forms.

We will provide a copy of the terms and conditions for Living Expense Cover on request (as outlined in the relevant section of the OneCare Policy Terms).

### 5.6.3 Adjusting Income Secure Cover

#### 5.6.3.1 Increasing Income

**(Not applicable to Income Secure Special Risk).**

This feature allows the member to increase the monthly amount insured in line with changes in the member's average **monthly earnings** without having to undergo medical underwriting. Each year within 30 days of the policy anniversary, the member may increase the monthly amount insured, in addition to any indexation increase, by up to 15% of the monthly amount insured after the indexation increase applicable on that policy anniversary is applied.

If more than three years pass since the commencement of this policy and an increase in cover under this feature has not occurred in the previous three years, the maximum individual increase available under this feature is \$1,000.

The member will be required to complete the relevant form and to provide:

- financial evidence supporting the increase in cover and
- confirmation that they are actively at work and expect their income to continue at or above the current level.

The application to increase the monthly amount insured must be made within 30 days of the policy anniversary.

This feature cannot be exercised if the member is **on claim**, or eligible to make a claim.

This feature is only available if the member is less than age 50 at the cover start date. To increase cover under this feature, the member must be less than age 55, and the monthly amount insured across all Income Secure Cover for the member will not exceed \$30,000, after the increase has been applied.

This feature is only available for cover that has been issued without medical loadings.

The total of all increases of the monthly amount insured under Increasing Income cannot exceed the original monthly amount insured at the cover start date.

#### 5.6.3.2 Family Cover Pause

If the member's average **monthly earnings** reduce while pregnant or after they or their **spouse** have children, they can request to reduce their monthly amount insured by up to 75% (subject to the minimum monthly amount insured of \$1,250) to reflect the member's new average **monthly earnings** if:

- the member has paid premiums for the previous 24 consecutive months
- there is no premium amount outstanding at the time of activating the Family Cover Pause.

The member will have the option to reinstate their monthly amount insured when their **monthly earnings** increase, without having to undergo medical underwriting. The member can reinstate all or part of the monthly amount insured at any time prior to their youngest child turning age six.

To reinstate all or part of the original monthly amount insured the member will be required to complete the relevant form and to provide:

- financial evidence supporting the reinstated cover
- a copy of the youngest child's birth certificate or adoption certificate.

There is no cover and no benefits are payable in relation to this feature in respect of **illness** or **injury** that becomes **reasonably apparent** while cover is being paused (in respect of the amount of cover that is paused only) or in the first 90 days after each increase of cover from Family Cover Pause (in respect of the increased portion only).

Indexation of the reduced monthly amount insured will apply whilst cover is paused (see section 7.1).

### 5.6.4 Waiting Period Conversion

This feature allows the member to apply to change the waiting period from two years to 90 days without needing to provide medical evidence when the member ceases to be covered under a Group Salary Continuance (GSC) scheme or similar arrangement provided by an employer and issued by a life company registered in Australia.

Apart from medical history, all other aspects of the member's history will be assessed to determine whether we can offer to convert the waiting period and if so, the conditions which may apply.

We may decline the application to convert on the basis of this evidence and information when considered in light of our standard underwriting guidelines applicable at the time of the request. Alternatively, we may accept the conversion subject to a change to the occupation category that applies or a change to the monthly amount insured.

When the member applies to convert the waiting period, the member will be required to provide confirmation that they:

- ceased to be covered under the GSC scheme or similar arrangement provided by an employer and issued by a life company registered in Australia
- are actively at work in their occupation and expect their **monthly earnings** to continue at or above the level at the time of leaving the GSC scheme
- have not left the **employment** for which cover under the GSC scheme was provided due to **illness** or **injury**

- have not made or are not eligible to make a claim under Income Secure Cover
- have not made or are not eligible to make a claim under the GSC scheme or any other policy providing disability income insurance
- have not been paid a TPD benefit with any life insurer
- have not made or do not intend to make a claim for a TPD benefit with any life insurer.

The option must be exercised within 30 days of the cover under the GSC scheme ceasing. This option to convert the waiting period expires at the policy anniversary when the member is age 55.

This benefit does not apply if it is part of a transfer from another OnePath product or this policy is issued as part of a continuation option unless it has been fully underwritten.

## 5.7 Income Secure Cover options (at extra cost)

### 5.7.1 Accident Option

**(This option applies to Income Secure Cover for the member if it is shown on the Policy Schedule. Not applicable to Income Secure Special Risk).**

If, as a result of an **injury**, the member is **totally disabled** for 14 consecutive days from the start of the waiting period, we will pay  $\frac{1}{30}$  of the monthly amount insured payable (as defined in section 5.2) for each day the member is **totally disabled** during the waiting period. The **total disability** must commence within 30 days of the date of the **injury**. The Accident Option is only available if the member's waiting period is 14 or 30 days.

This benefit option is payable during the waiting period. If we pay the Accident Option, we will not pay any other benefit in respect of that **injury** during the waiting period.

The Accident Option expires at the policy anniversary when the member is age 65.

### 5.7.2 Premier Accident Option

**(This option applies to Income Secure Cover for the member if it is shown on the Policy Schedule. Not applicable to Income Secure Special Risk).**

If, as a result of an **injury**, the member is **totally disabled** for three consecutive days from the start of the waiting period, we will pay  $\frac{1}{30}$  of the monthly amount insured payable (as defined in section 5.2) for each day the member is **totally disabled** during the waiting period. The **total disability** must commence within 30 days of the date of the **injury**. The Premier Accident Option is only available if the member's waiting period is 14 or 30 days.

This benefit option is payable during the waiting period. If we pay the Premier Accident Option, we will not pay any other benefit in respect of that **injury** during the waiting period.

The Premier Accident Option expires at the policy anniversary when the member is age 65.

### 5.7.3 Increasing Claim Option

**(This option applies to Income Secure Cover for the member if it is shown on the Policy Schedule).**

While **on claim**, the monthly amount insured will increase every three months by a quarter of the indexation factor.

When the member ceases to be **on claim**, the monthly amount insured for the cover will revert to the monthly amount insured that applied on the policy anniversary before the member ceased being **on claim**.

The Increasing Claim Option expires at the policy anniversary when the member is age 65.

### 5.7.4 Priority Income Option

**(This option applies to Income Secure Cover for a member if it is shown on the Policy Schedule. Not applicable to Income Secure Special Risk).**

The Priority Income Option allows the member to increase the monthly amount insured by an additional 5% of the member's **monthly earnings**.

The Priority Income Option will enable mortgage payments to be maintained during periods of disability. Under this option the member may select Mortgage Maintenance (MM).

#### 5.7.4.1 Mortgage Maintenance (MM)

The MM amount payable is included in the monthly amount insured payable shown on the member's Policy Schedule.

The MM amount payable will be 5% of the lesser of:

- the **monthly earnings** at time of application, adjusted by the indexation factor up to the policy anniversary prior to claim
- **pre-claim earnings**.

We will pay a partial MM amount while the member is **partially disabled**.

If we reduce the monthly amount insured payable due to the receipt of other payments (see section 5.9), the MM amount payable will be reduced by the same proportion.

This benefit is only available if the member is an owner, occupier, and mortgagor of their principal place of residence.

## 5.8 Income Secure Cover benefit limitations

### 5.8.1 One benefit payable

The member is only entitled to one monthly amount insured payable at any one time under this cover, even if the member suffers more than one **illness** or **injury** giving rise to **total** or **partial disability**. This applies to the Total Disability Benefit (see section 5.5.1), Partial Disability Benefit (see section 5.5.2) and benefits under the Accident Option (see section 5.7.1) and Premier Accident Option (see section 5.7.2).

A separate waiting period applies for each separate **illness** or **injury** for which the member is entitled to make a claim under this cover, unless it is a recurring claim (see section 5.3.2).

## 5.9 Income Secure Cover benefit reductions

The Total or Partial Disability Benefit we pay may be reduced if the member receives 'other payments' in respect of their **illness or injury**.

We will not reduce the Total Disability Benefit by **monthly earnings** attributable to the member working 10 hours\* or less per week as described within the **totally disabled** definition. (Not applicable to Income Secure Special Risk.)

We will reduce the Total Disability Benefit we pay in a month so that the combined total of the amount we pay and the 'other payments' is no more than the greater of:

- the benefit otherwise payable, and
- 75% of the **pre-claim earnings** (or 80% if the Priority Income Option is shown on the Policy Schedule).

We will reduce the Partial Disability Benefit we pay in a month so that the combined total of the amount we pay and the 'other payments' is no more than the greater of:

- the benefit otherwise payable, and
- the **pre-claim earnings** less the **monthly earnings** for the month in which the member was **partially disabled** (as defined in Partial Disability Benefit in section 5.5.2).

'Other payments' are:

- payments received from any other disability income, illness or injury policies, including group insurance policies, that at the time of application or at the time of application for an increase in benefits, were not disclosed to us or that were disclosed to us but were to be replaced by this policy
- any compulsory insurance schemes such as Workers' Compensation or Accident Compensation for loss of income
- sick leave payments received. This does not include an entitlement to sick leave when it's not received or taken by the member.

If any of the 'other payments' are received in the form of a lump sum with all or a part of that lump sum as a payment in compensation for loss of earnings that cannot be allocated to specific months, we will convert that part of the compensation for loss of earnings to income on the basis of 1% of the loss of earnings component for each month that we pay the benefit for a maximum of eight years. The balance of the lump sum, if any, will not be offset.

'Other payments' do not include:

- any business expenses disability insurance indemnifying against business expenses
- payments made to dependent children
- total and permanent disability benefits, trauma benefits, terminal illness benefits or superannuation benefits
- payment of sums awarded by a court for pain and suffering.

\* If at time of application, and again immediately prior to **disability** the member was working less than 30 hours per week, we will replace '10 hours' with 'five hours' for the purpose of determining if the member meets the definition of **partially disabled/totally disabled**.

## 5.10 Income Secure Cover exclusions

We will not pay benefits under Income Secure Cover if the claim is caused either directly or indirectly by:

- anything happening to the member in war (this exclusion does not apply to the Death Benefit)
- the member's intentional act or omission, or
- the member being or becoming pregnant, giving birth, miscarriage or having a pregnancy termination. However, if the member spends more than three months **totally disabled** from the date their pregnancy ends and continues to be **totally disabled**, we will pay benefits from the end of that three month period or from the end of the duration of the waiting period if greater.

We will not pay any benefits under this cover for anything we have specifically excluded from the cover, as shown on the Policy Schedule.

## 5.11 When Income Secure Cover ends

Income Secure Cover for a member will end and our liability to pay any benefit under Income Secure Cover will cease automatically on the earlier of the:

- cover expiry date shown on the Policy Schedule
- date we receive written notification from the member to cancel the cover
- date we cancel and/or avoid the cover in accordance with our legal rights
- date we cancel and/or avoid the policy because the member has not paid the premium
- policy anniversary when the member is 70
- date of the member's death.

If the member's occupation category shown on the Policy Schedule is R, Income Secure Cover for a member will end and our liability to pay any benefit under Income Secure Cover will cease automatically on the earlier of:

- any event listed above
- the date 12 months after the member became **unemployed**, unless the member is **unemployed** because they are **on claim**.

## 5.12 Blood borne diseases

If the member is a health care professional and they contract a blood borne disease such as HIV, Hepatitis B or C, their ability to work can be affected by factors other than physical inability due to the **illness**.

The following is our approach to claims.

There are three scenarios that could affect the member. For all three scenarios the member must notify the relevant governing body of their medical condition:

- The member chooses to disclose their condition to their patients which may lead to some of their patients seeking medical treatment elsewhere. It could also be difficult for the member to attract new patients.
- The member chooses to cease performing 'exposure prone' procedures as defined by the relevant governing body.
- The member's governing body advises the member to cease performing 'exposure prone' procedures as defined by the relevant governing body.

With all of these scenarios it is likely that the member's income will reduce, especially for those professionals who have a high percentage of their income generated from performing 'exposure prone' procedures.

In all of these cases we will assess whether the member is **totally disabled** or **partially disabled** in accordance with the terms and conditions in these Policy Terms.

### 5.13 Income Secure Cover glossary

In this section, we define some expressions used throughout the Income Secure Cover section of these Policy Terms. Other definitions appear in section 10.

**Disabled/Disability** means **totally disabled** or **partially disabled**.

**Following the advice of a medical practitioner** means the member is following the regular advice of the treating **medical practitioner** on an ongoing basis, including recommended courses of treatment and rehabilitation.

**Monthly earnings** means:

- if the member is self-employed or a working director, the gross monthly income generated by the business as a result of their personal exertion after allowing for the costs and expenses incurred in deriving that income or
- if the member is independently **employed**, their monthly income earned from personal exertion by way of total remuneration package, including fringe benefits and any other type of remuneration, calculated on a monthly basis.

**Partially disabled/Partial disability**

If the member's occupation category shown on the Policy Schedule is P, E, D, A, F, I, C, M, S, L, T, H or HH, partially disabled means that due to **illness** or **injury** the member is:

- working in their **regular occupation** or any gainful occupation for more than 10 hours\* per week
- or
- working for 10 hours\* or less per week and is not **totally disabled**
- or
- not working and they are not **totally disabled**
- and
- solely due to **illness** or **injury** their **monthly earnings** are less than their **pre-claim earnings**, and

- is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

\* If at time of application, and again immediately prior to **disability** the member was working less than 30 hours per week, we will replace '10 hours' with 'five hours' for the purpose of determining if the member meets the definition of **partially disabled/totally disabled**.

If the member's occupation category shown on the Policy Schedule is R, partially disabled means that due to **illness** or **injury** the member:

- during the first three years from the date of that **disability** is either:
  - unable to perform one or more of the duties necessary to produce income from their **regular occupation**, but has returned to work in their **regular occupation** or is working in another occupation and has **monthly earnings** less than their **pre-claim earnings**
- or
- able to perform each and every duty necessary to produce income from their **regular occupation**, but are not working to their full capacity (including when no work is available) and their capacity to earn is less than their **pre-claim earnings**
- and after three years from the date of that **disability** is either:
  - unable to perform one or more of the duties necessary to produce income from their **regular occupation** or any other occupation that they are reasonably capable of performing having regard to their education, training or experience, but has returned to work in their **regular occupation** or is working in another occupation and has **monthly earnings** less than their **pre-claim earnings**
- or
- able to perform each and every duty necessary to produce income from their **regular occupation** or of any other occupation that they are reasonably capable of performing having regard to their education, training or experience, but are not working to their full capacity (including when no work is available) and their capacity to earn is less than their **pre-claim earnings**
- and is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

#### Pre-claim earnings

Pre-claim earnings means the highest average of **monthly earnings** for any period of 12 consecutive months in the two years immediately prior to the member becoming **totally disabled**. If the member is on maternity, paternity or sabbatical leave and becomes **disabled**, the pre-claim earnings will be the highest average of **monthly earnings** for any period of 12 consecutive months in the two years immediately before the leave commenced.

Pre-claim earnings will be adjusted by the indexation factor after each 12 month period the member remains **on claim**.

**Regular occupation** means the occupation in which the member is regularly engaged at the time they suffer an **illness** or **injury**. If the member's occupation is limited to a recognised specialty within the scope of a degree or licence, that specialty is the member's occupation.

For periods of **total disability** or **partial disability** which occur while the member is **unemployed**, or on maternity, paternity or sabbatical leave, their regular occupation means the last occupation the member performed before **unemployment**, maternity leave, paternity leave or sabbatical leave.

After 12 months of **unemployment**, or maternity, paternity or sabbatical leave, the member's regular occupation means any other occupation that they are reasonably capable of performing with regard to their education, training or experience.

#### Totally disabled/Total disability

If the member's occupation category shown on the Policy Schedule is P, E, D, A, F, I, C, M, S, L or T, totally disabled means that due to **illness** or **injury** the member is:

- not working in any gainful occupation and
- is unable to perform one or more duties necessary to produce income from their **regular occupation** and
- is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming

or

- working in their **regular occupation** or any gainful occupation and
- is not working for more than 10 hours\* per week and
- is unable to perform the duties necessary to produce income from their **regular occupation** for more than 10 hours\* per week and
- is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

If the member's occupation category shown on the Policy Schedule is H or HH, totally disabled means that due to **illness** or **injury** the member:

- during the first three years from the date of that disability is:
  - not working in any gainful occupation and
  - is unable to perform one or more of the duties necessary to produce income from their **regular occupation** and
  - is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

or

- working in their **regular occupation** or any gainful occupation and
- is not working for more than 10 hours\* per week and

- is unable to perform the duties necessary to produce income from their **regular occupation** for more than 10 hours\* per week and
  - is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming
- after three years from the date of that disability is:
    - not working in any gainful occupation and
    - is unable to perform one or more of the duties necessary to produce income from their **regular occupation** or any gainful occupation they are reasonably capable of performing having regard to their education, training or experience and
    - is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming

or

- working in their **regular occupation** or any gainful occupation and
- is not working for more than 10 hours\* per week and
- is unable to perform the duties necessary to produce income from their **regular occupation** or any gainful occupation they are reasonably capable of performing having regard to their education, training or experience for more than 10 hours\* per week and
- is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

\* If at time of application, and again immediately prior to **disability** the member was working less than 30 hours per week, we will replace '10 hours' with 'five hours' for the purpose of determining if the member meets the definition of **partially disabled/totally disabled**.

If the member's occupation category shown on the Policy Schedule is R, totally disabled means that due to **illness** or **injury** the member:

- during the first three years from the date of that **disability**, is unable to perform each and every duty necessary to produce income from their **regular occupation** as confirmed by a **medical practitioner**
- after three years from the date of that **disability**, is unable to perform each and every duty necessary to produce income from their **regular occupation** or any other occupation they are reasonably capable of performing having regard to their education, training or experience as confirmed by a **medical practitioner**
- is not engaged in their **regular occupation** nor any other gainful occupation and
- is **following the advice of a medical practitioner** in relation to the **illness** or **injury** for which they are claiming.

**Unemployed/Unemployment** means that the member is not engaged in any gainful occupation for salary, reward or profit. It does not include sabbatical, maternity or paternity leave.



# 6. Extra Care Cover

The Policy Schedule will show if Extra Care Cover applies to the member, and if so:

- the type of Extra Care Cover benefit which applies (Extra Care Accidental Death Benefit and/or Extra Care Terminal Illness Benefit)
- the amount insured for each Extra Care Cover benefit (as applicable).

The Extra Care Cover built-in benefits, built-in features and option (at extra cost) are listed in the table below with references to relevant sections in these Policy Terms where more details can be found.

	Refer to section
<b>Built-in benefits</b>	
Extra Care Accidental Death Benefit	6.1.1
Extra Care Terminal Illness Benefit	6.1.2
<b>Built-in features</b>	
Indexation	7.1
Future Insurability	4.1
<b>Option (at extra cost)</b>	
Premium Waiver Disability Option	4.3

## 6.1 Extra Care Cover benefits

Extra Care Cover will include one or more of the following benefits (as shown on the Policy Schedule):

- Extra Care Accidental Death Benefit
- Extra Care Terminal Illness Benefit.

### 6.1.1 Extra Care Accidental Death Benefit

**(This benefit applies to Extra Care Cover for a member if it is shown on the Policy Schedule).**

If the member suffers an **accidental death** while the Extra Care Accidental Death Benefit for the member is in force, we will pay the Extra Care Accidental Death Benefit amount insured to the Trustee.

#### 6.1.1.1 Maximum amounts

The maximum amount of the Extra Care Accidental Death Benefit for the member that can be applied for is \$1,000,000.

The amount insured will be adjusted by increases under indexation if applicable (see section 7.1).

### 6.1.2 Extra Care Terminal Illness Benefit

**(This benefit applies to Extra Care Cover for the member if it is shown on the Policy Schedule).**

If the member is diagnosed with a **terminal illness** while the Extra Care Terminal Illness Benefit for the member is in force, we will pay the Extra Care Terminal Illness Benefit amount insured to the Trustee.

The member must also survive an eight day survival period for an Extra Care Terminal Illness Benefit. This means the member must survive without life support for eight days after an appropriate specialist physician approved by us diagnoses that the member is **terminally ill**.

#### 6.1.2.1 Maximum amounts

The maximum amount of the Extra Care Terminal Illness Benefit for the member that can be applied for is \$1,000,000.

The amount insured will be adjusted by increases under indexation if applicable (see section 7.1).

## 6.2 Extra Care Cover benefit limitations

### 6.2.1 One benefit payable at a time

The member is only entitled to a maximum of one Extra Care Cover benefit payment within any 12 month period under Extra Care Cover, even if the member suffers from or is diagnosed with more than one of the insured events under this cover. This applies to the Extra Care Accidental Death Benefit (see section 6.1.1) and Extra Care Terminal Illness Benefit (see section 6.1.2).

## 6.3 Extra Care Cover exclusions

We will not pay any benefits under Extra Care Cover:

- for anything we have specifically excluded from this cover, as shown on the Policy Schedule or
- if, as a result of the member's intentional act or omission, the member dies during the first 13 months from the:
  - cover start date
  - date we increase this cover at the request of the member, not including any indexation increases. The exclusion applies only to the amount of the increase to the cover
  - date we agree to reinstate the cover after it has been cancelled.

## 6.4 When Extra Care Cover ends

Extra Care Cover for the member will end and our liability to pay any benefit under Extra Care Cover will cease automatically on the earlier of:

- the policy anniversary when the member is age 65
- the full payment of the amount insured for each type of Extra Care benefit (as applicable)
- when there ceases to be any other cover types on the policy except Extra Care Cover
- the cover expiry date shown on the Policy Schedule
- the date we receive written notification from the member to cancel the cover
- the date we cancel and/or avoid the cover in accordance with our legal rights
- the date we cancel and/or avoid the policy because the member has not paid the premium when due
- the date of the member's death.

# 7. Changing the amount insured

## 7.1 Indexation

**(Indexation applies to a cover only if it is shown on the Policy Schedule).**

If indexation applies, at each policy anniversary the amount insured for Life Cover, TPD Cover and Extra Care Cover will automatically increase by the greater of:

- the 'indexation factor' (as defined in section 7.1.2)
- a percentage amount we choose to offer from time to time
- 5%.

If indexation applies, at each policy anniversary the monthly amount insured for Income Secure Cover will automatically increase by the 'indexation factor'. However, if the member is **on claim** or **totally disabled** on the policy anniversary, the monthly amount insured will not increase unless the Increasing Claim Option applies.

The amount insured will increase automatically at the policy anniversary unless the member notifies us in writing within 30 days of the policy anniversary that they wish the amount insured to remain at the existing level. This will not have any effect on any further offers we make for indexation.

### 7.1.1 When indexation ends

We will cease to offer indexation in respect of a cover under this policy on the earlier of:

- the cover expiry date
- the 'indexation expiry date' for each type of cover to which it applies (as set out below)
- for Life Cover and TPD Cover, when the Premium Freeze is exercised (see section 7.2)

The 'indexation expiry date' is the policy anniversary:

- when the member is age 70 for Life Cover
- when the member is age 65 for TPD Cover and Extra Care Cover
- the cover expiry date for Income Secure Cover, or age 65 if the benefit period is to age 70.

### 7.1.2 Indexation factor

The 'indexation factor' is determined each year based on the percentage increase in the Consumer Price Index (CPI) (the weighted average of eight capital cities combined), as published by the Australian Bureau of Statistics (or its successor) for the 12 month period ending on 31 December each year. The indexation factor will be applied from 1 May in the following year.

If the CPI reduces over the relevant period, the indexation factor will be zero. Any subsequent increases in the CPI will first be offset against the previous reduction(s) in the CPI when we determine the next indexation factor.

If the CPI is not published we will calculate the indexation factor from another retail price index which in our actuary's opinion is the closest to it.

## 7.2 Premium Freeze

**(Only available for Life Cover and TPD Cover where the premium type is stepped premium).**

Premium Freeze is activated for a cover if shown on the Policy Schedule.

If Premium Freeze is activated for a cover, at each policy anniversary date the:

- premium for the cover will be fixed at the same level that applied prior to the policy anniversary
- amount insured for the cover will be recalculated, such that the amount insured will generally reduce to an amount which can be purchased by the fixed premium based on the premium rates that apply at the time and
- Policy Fee will continue to be adjusted each year by the 'indexation factor'.

The following conditions apply to a cover while Premium Freeze is activated for that cover:

- The amount insured for the cover cannot be less than \$10,000. If the amount insured reduces to \$10,000, Premium Freeze will end, and we will recalculate the premium for the cover so that the amount insured does not reduce below this minimum level.
- Indexation and Future Insurability increases to the amount insured for the cover are not available while Premium Freeze is activated.

The member may activate Premium Freeze for a cover by applying in writing to us within 30 days of the policy anniversary.

The member may cancel Premium Freeze for a cover by applying in writing to us within 30 days of the policy anniversary. If Premium Freeze is cancelled, the member may also apply to recommence indexation increases. The cancellation of Premium Freeze and the recommencement of indexation increases are subject to our approval.

# 8. Premium, charges and fees

## 8.1 About the premium

The premium for the policy includes the cost of cover selected for each member under the policy and any Policy Fees which apply. It also includes any government charges and administration charges.

The premium is calculated by us at the policy start date and at each policy anniversary. The premium payable for the first year of the policy will be shown on the Policy Schedule, and the premium for each subsequent year of the policy will be shown in the updated Policy Schedule that we send the member prior to each policy anniversary.

The minimum premium for each member (inclusive of the Policy Fee) is \$300 p.a.

The minimum annual premium for increases is \$150 p.a. for each member. This minimum does not apply to indexation increases.

## 8.2 Premium rates

We calculate the premium by reference to a table of premium rates for the covers (and any options) selected. A table of premium rates is available upon request. In setting the premium rates we take into consideration the risk group, and the costs of setting up and administering the policy.

We may increase the premium rates at any time, but only after giving the Trustee and the member 30 days notice of the change and only with effect from the policy anniversary after the change. Premium rates cannot increase for an individual policy within a defined risk group unless, on actuarial advice, all premium rates for all policies in that defined risk group are increased.

## 8.3 Premium types

The way we calculate the premium depends on the premium type the member selects. The premium type applying to each cover under this policy is shown on the Policy Schedule. The premium types are:

- **stepped premium** – the premium is re-calculated on each policy anniversary based on the member's age at that time. Premiums will also change when cover changes (including changes to the amount(s) insured and/or monthly amount(s) insured due to indexation)
- **level premium** – the premium is calculated on an age-based premium rate determined by the member's age as at the cover start date. This rate will apply until the policy anniversary when the member is age 65, unless premium rates are revised (see section 8.2). If any premiums are payable beyond this date, the premiums will be calculated as a stepped premium.

If the amount(s) insured is increased due to indexation or other reasons, then the premium payable for the amount of the increase will be based on the member's age at the time of the increase and the level premium rate for that age.

If the member wishes to reduce the amount insured, we first reduce the latest issued level premium amount insured and premium, then reduce each previously issued level premium amount insured and premium.

All premium rates can be reviewed and are not guaranteed (see section 8.2).

## 8.4 Policy Fee

A Policy Fee is payable for the member under the policy and is shown on the Policy Schedule. The Policy Fee will be adjusted at 1 May each year by the 'indexation factor' applying at that time and will take effect for this policy on the policy anniversary on or following the date of this change. We will advise the member of the new Policy Fee when we send the member an updated Policy Schedule in advance of the policy anniversary.

## 8.5 Government charges

We will pay any stamp duty, tax, excise or other charges of the Commonwealth, or of a State or Territory Government, which may apply to this policy. However, we reserve the right to recoup these charges through the premium, and the right to increase the premium to cover any increase in, or addition to, these charges.

## 8.6 Administration charges

We reserve the right to charge a fee to recoup the costs of administering any function required of us in respect of this policy by any Commonwealth, State or Territory Government.

## 8.7 Payment of premium

Annual premiums for the policy must be paid by the policy anniversary date or the relevant premium instalment amount (if agreed by us) must be paid by the relevant instalment date. If a premium is not paid when due, we will cancel the policy 30 days after we give the member notice of cancellation in writing.

Premium payments are to be made payable to OnePath Life.

Premiums may be paid by instalments and by an approved payment method, and may be subject to a loading depending on the payment frequency. The frequency of payment of premiums will be shown on the Policy Schedule. We may increase or vary frequency loadings on instalment premiums at any time by prior written notice to the Trustee and the member.

Where premiums are paid by monthly instalments and the member cancels the policy, we will not refund any instalment paid. We will pay a pro rata refund where premiums are paid by annual or half-yearly instalments and the policy is cancelled before the next annual or half yearly instalment is due.

Where the pro rata refund of premium can not be released by the Trustee to the member, the Trustee will transfer any refund of premium into an eligible superannuation fund nominated by the member. In the event that a superannuation fund nominated by the member does not accept the receipt of monies, we may transfer the monies to be repaid to an eligible rollover fund (ERF). The Trustee's nominated ERF is the Australian Eligible Rollover Fund, Locked Bag 5429, Parramatta, NSW, 2124.



## 8.8 Waiver of premium payments

If we waive premiums under the Premium Waiver Disability Option (see section 4.3) or the Income Secure Cover 'Waiver of premium' (see section 5.6.1), we will release any premium waived to the Trustee.

The release of this premium by the Trustee to the member will be subject to the Trust Deed of the OnePath MasterFund and relevant superannuation laws.

Where the premium waived can not be released by the Trustee to the member, the Trustee will transfer any refund of premium into an eligible superannuation fund nominated by the member. In the event that a superannuation fund nominated by the member does not accept the receipt of monies, we may transfer the monies to be repaid to an eligible rollover fund (ERF). The Trustee's nominated ERF is the Australian Eligible Rollover Fund, Locked Bag 5429, Parramatta, NSW, 2124.

## 9. Claims and payments

If the Trustee is making a claim to receive benefits under this policy on behalf of the member, the member must provide the information required by us to establish the occurrence of the event giving rise to the claim. The payment of a benefit under this policy is also subject to proof of entitlement, including proof of the member's age in the form of a birth certificate.

If the member's age has been understated, the benefit(s) under the policy will be reduced to those that the premium paid would have purchased for the member's correct age. If it was overstated, we will refund the appropriate overpayment of premium.

In the event of a claim, the member must (at his or her expense) provide us with all the information and details that we may reasonably require to assess the claim. The member must undergo any medical examinations which we may require and which will be conducted at our expense, unless the costs can be recovered from another source.

All amounts payable under this policy shall be paid in Australian currency in Australia.

### 9.1 Claims for Income Secure Cover

In addition to the requirements listed above, the member must:

- tell us in writing immediately if they are **disabled** for more than seven days. We will then send the member the necessary claim forms. These must be filled in and lodged within 30 days of the member's **illness** or **injury** occurring
- give us full information if there is a claim. This includes any medical reports from people who have treated the member for the **illness** or **injury**
- seek regular medical advice and treatment from a **medical practitioner** for as long as they are **on claim**. The member must do this if we are to pay the benefit.

During the course of a claim we are entitled to ask for proof that the member is **disabled** and still entitled to receive benefits. If proof is not provided or the member is no longer entitled to benefits, we may reduce or cease paying benefits under the policy.

### 9.2 Taxes, duties or other government charges payable on the amount(s) insured

If we are required to pay any tax, duty or government charge or levy in respect of any payment to the Trustee under this policy, we may reduce the amount paid to the Trustee by the amount of the tax, duty or government charge or levy.

## 10. Special terms defined

In this section we define some words and expressions used throughout the Policy Terms. Where a word is given a special meaning below or elsewhere in this policy or on the Policy Schedule, it will have that meaning wherever it occurs in the policy.

**Accidental death** means a visible and external event, which was unexpected and unintended, and which caused the **injury** and death of the member.

### Exclusions – events which are not accidents

For the purposes of the policy, the following situations are not accidents, and any claims arising from these situations are excluded where:

- one of the contributing causes of **injury** and death was any of the following conditions:
  - sickness
  - disease
  - allergy
  - any gradual onset of a physical or mental infirmity
- the **injury** and death, which was unintended and unexpected, was the result of an intentional act or omission
- the member was injured and died as a result of an activity in respect of which they assumed the risk or courted disaster, irrespective of whether he or she intended **injury** or death.

**Accidental total and permanent disablement** means the member's total and permanent disability is caused by an unforeseen, unintentional, violent and external event.

**Employed/Employment** means that the member is engaged in any gainful occupation for salary, reward or profit. It includes sabbatical, maternity or paternity leave.

**Home** means the member's principal place of residence.

**Illness** means an illness or disease which first manifests itself during the period of the policy unless it was fully disclosed to us and accepted by us as part of the application for cover, or an application to extend, vary or reinstate cover.

**Immediate family member** means a:

- **spouse**
- son, daughter, father, mother, brother, sister, father-in-law or mother-in-law
- person in a bona fide domestic living arrangement and is financially interdependent. The member must provide us with satisfactory evidence that there is an established and ongoing interdependency.

**Injury** means a bodily injury which occurs during the period of the policy unless it was fully disclosed to us and accepted by us as part of the application for cover, or an application to extend, vary or reinstate cover.

**Medical practitioner** means a registered and qualified medical practitioner in Australia, or another country as approved by us who is not the member, or the **spouse**, business partner or other **immediate family member** of the member.

**On claim** means the dates for which the Trustee is eligible to receive a benefit with respect to a member under the policy.

**Reasonably apparent** means a reasonable person in the circumstances could be expected to have been aware of the symptoms.

**Spouse** means a spouse, de facto spouse or person living in a bona fide domestic arrangement, irrespective of their gender, where one or each of them provides the other with financial support, domestic support and personal care.

**Terminal illness/Terminally ill** means for:

- Extra Care Cover: the member must survive without life support for eight days after an appropriate specialist physician approved by us, diagnoses that the illness is likely to lead to the death of the member within 12 months from the date that the opinion is provided to us
- all other covers: an illness that, in the opinion of an appropriate specialist physician approved by us, is likely to lead to the death of the member within 12 months from the date that the opinion is provided to us.

**Unemployed/Unemployment** means that the member is not actively engaged in any gainful occupation for salary, reward or profit. It does not include sabbatical, maternity or paternity leave.

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