

This is the Schedule B referred to in the Agreement between The Colonial Mutual Life Assurance Society Limited and AGEST Super Pty Ltd dated 9 March 2010

## AGEST Super Group Income Protection Policy Document CONTENTS

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## YOU AND US

Throughout this *policy document* when we refer to "Colonial", "we", "us" and "our" we mean The Colonial Mutual Life Assurance Society Limited and when we refer to "you", "your", "Trustee" and "Policy Owner" we mean the *Policy Owner* named in the *schedule*.

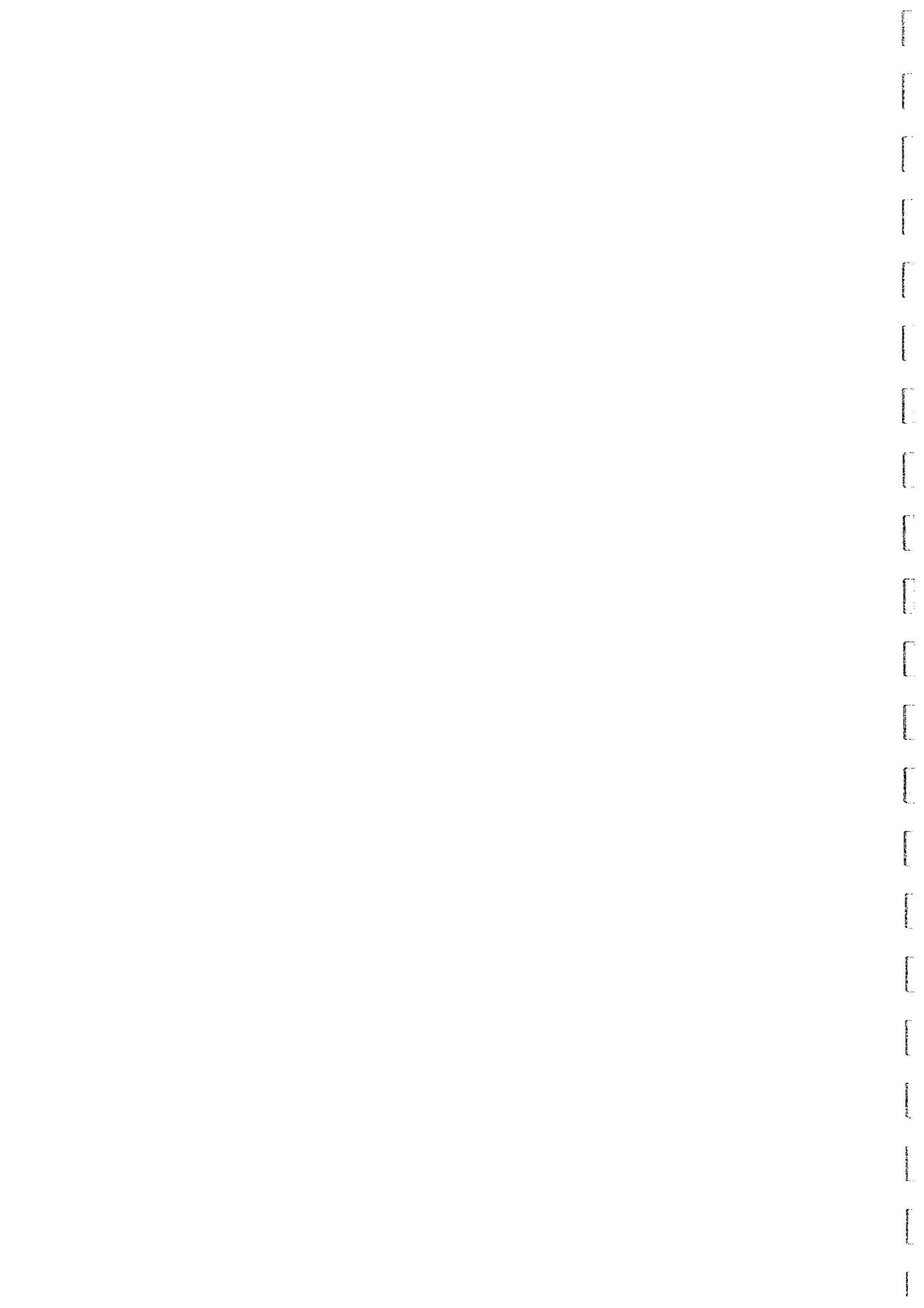
## IMPORTANT NOTICE

The benefits available under *your* policy are described in this *policy document*. All premiums *you* pay are used to meet the cost of insurance and other costs associated with the issue and administration of *your* policy. *Your* policy does not have a cash value.

This policy is issued from *our* Statutory Fund No 1 and is a non-participating policy for the purposes of the life insurance legislation.

In this *policy document*:

- (a) headings are for convenient reference only and do not affect the construction of this policy;  
and
- (b) the singular includes the plural and vice versa.



## SECTION A - POLICY SCHEDULE AND DEFINITIONS

<b>Policy Number:</b>	K005907
<b>Policy Owner:</b>	AGEST Super Pty Ltd as Trustee of the Australian Government Employees Superannuation Trust ("AGEST") ABN 44 007 390 392
<b>Fund:</b>	Australian Government Employees Superannuation Trust ("AGEST")

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<b>Accident</b>	Means bodily injury caused solely and directly by accidental, external and visible means, independent of any other cause.
<b>Agreed Policy</b>	A life insurance policy (group or individual) providing cover on the life of an <b>Eligible Person</b> of the <b>Fund</b> in respect of which we offer <b>Individual Transfer Terms</b> .
<b>At Work</b>	Means a <b>Member</b> is at work not less than 60 hours per month on a regular basis and performing his/her normal duties, or is absent from work other than due to injury or <b>Illness</b> .
<b>Automatic Acceptance Level (AAL)</b>	Automatic Acceptance will be offered for <b>Participating Employer</b> groups with at least 5 <b>Eligible Persons</b> , provided cover for all <b>Eligible Persons</b> is compulsory, in accordance with the following table:

Number of Employees at commencement of Employer Arrangement	Maximum monthly benefit available under the AAL
5 to 8	Up to \$2,200
9 to 19	Up to \$4,400
20 to 49	Up to \$5,100
50 to 99	Up to \$5,800
100+	Up to \$7,200

The **AAL** can be varied by **us** in writing at any **Review Date** or in accordance with Clause D.3.

<b>Benefit Expiry Age</b>	65
<b>Benefit Period</b>	24 months, subject to the <b>Benefit Expiry Age</b> .
<b>Confirmation letter</b>	means the letter sent to a <b>member</b> by <b>you</b> as a result of the first employer contribution for the <b>member</b> having been received.

<b>Continued Cover</b>	Means the continuation of the <b>Insured Cover</b> for a <b>Member</b> after termination of this policy, but only for claims arising from: <ul style="list-style-type: none"> <li>• an <b>Illness</b> which became apparent; or</li> <li>• an injury which occurred;</li> </ul> before the termination of this policy.
<b>Disabled/Disability</b>	<b>Partially disabled</b> or <b>totally disabled</b> , as applicable. Disability has a corresponding meaning.
<b>Disability Income</b>	Means any income (other than benefits received under this policy) or commutation of income paid or payable in respect of the <b>Member's Illness</b> or injury including: <ul style="list-style-type: none"> <li>• sick leave payments;</li> <li>• any amount payable under legislation such as workers' compensation (including settlement for permanent impairment), social security benefit or motor accident compensation;</li> <li>• any benefits payable under other income protection policies;</li> <li>• any income earned by the <b>Member</b> from personal exertion while disabled;</li> <li>• in <b>our</b> opinion, any income the <b>Member</b> could reasonably be expected to earn in his or her occupation where the type of work the <b>Member</b> can perform is available via the <b>Member's</b> employer, or in cases where the <b>Member</b> has terminated employment with his or her employer, any income the <b>Member</b> could reasonably be expected to earn in his or her occupation where the type of work the <b>Member</b> can perform is available in the market place; or</li> <li>• any combination of the above.</li> </ul>
<b>Disability Super</b>	Any benefits payable under other income protection insurance policies for a month for which a <b>Disability</b> benefit is payable under this policy, but only to the extent the benefits are designed to replace in whole or in part the compulsory employer superannuation entitlements the <b>Member</b> would have benefited from had or she not been disabled.
<b>Eligible Persons</b>	<b>Eligible Persons</b> are employed persons and self-employed persons whilst remaining members of <b>AGEST</b> , where: <ul style="list-style-type: none"> <li>• an employed person is a person who is working 60 hours per month or more on a regular basis at the date cover commences; or</li> <li>• a self-employed person is a person who directly or indirectly owns all or part of the business from which he or she earns his or her usual income and who is working 60 hours per month or more on a regular basis at the date cover commences.</li> </ul>

**Employee**

Means any employee of a *Participating Employer* and includes:

- any person who is deemed to be an employee of the employer for the purposes of the *SG Act*;
- a member of the Parliament of the Commonwealth;
- a member of the Parliament of a State;
- a member of the Legislative Assembly for the Australian Capital Territory; and
- a member of the Legislative Assembly of the Northern Territory.

**Excluded Rehabilitation Program**

Any program providing 'hospital treatment' or 'general treatment' within the meaning of the Private Health Insurance Act 2007 (Cth) or any other program which might cause this policy to cease to be exempt from any legislation in connection with health insurance, including the Private Health Insurance Act 2007 (Cth).

**Illness**

Means a sickness or disease, which the insured *Member* suffers.

**Important Duties**

Any duty of the *Member's* occupation immediately before he or she became disabled which generates 20% or more of the *Member's* income.

### **Individual Transfer Terms**

**Individual transfer Terms** apply to a person if all of the following requirements are satisfied:

- (a) the person's cover under the **Agreed Policy** has ceased when their cover commences under this policy and the person has agreed to waive any right or entitlement to continue their cover under the **Agreed Policy**, whether pursuant to a continuation option under the **Agreed Policy** or otherwise;
- (b) the person:
  - (i) has not received;
  - (ii) has not been admitted for; and
  - (iii) is not eligible for;a total and permanent disablement benefit under the **Agreed Policy** or any life insurance policy issued to the **Previous Superannuation Fund** or to the individual or from another superannuation fund or life insurance policy issued to such fund. For the purpose of this paragraph (b), **Previous Superannuation Fund** means the superannuation fund to which the **Agreed Policy** was issued;
- (c) we are satisfied, on medical or other evidence, that at the date of application the person has not been diagnosed with an illness that reduces their life expectancy to less than 12 months;
- (d) the person is **At Work** at the time of applying for **Individual Transfer Terms Cover**;
- (e) we have been provided with evidence satisfactory to us of the type and amount of cover which applied to the person under the **Agreed Policy** on the day before their cover commenced under this policy;
- (f) the person has completed, to our satisfaction, the application or other documents we prescribe for this purpose.

Where a **Member** is subject to **Individual Transfer Terms** any exclusion or special conditions that applied to the **Member** under the **Agreed Policy** will apply to this cover under this policy.

### **Individual Transfer Terms Cover**

The cover we provide under the terms and conditions of this policy for a person to whom we have agreed to make **Individual Transfer Terms** available. The cover we provide will be in such amount as is necessary to provide the person with **Insured Cover** for at least the same amount cover he or she had under the **Agreed Policy** on the day before the **Transfer Date**.

### **Indexation**

Means the automatic increase of **Insured Cover** at the rate of 5% (rounded up to the next highest dollar) on the **Member's** birthday each year where the **Member** has applied for indexation and this has been accepted in writing by us.

<b><i>Insured Cover</i></b>	Means the income protection cover provided to a <b><i>Member</i></b> that <b><i>we</i></b> have accepted for the <b><i>Member</i></b> .
<b><i>Limited Cover</i></b>	Means the <b><i>Member</i></b> is only covered for claims arising from: <ul style="list-style-type: none"> <li>• an <b><i>Illness</i></b> which became apparent; or</li> <li>• an injury which occurred;</li> </ul> on or after the date cover last commenced, recommenced or was increased under this <b><i>Policy Document</i></b> .
<b><i>Maximum Benefit</i></b>	Means the lesser of: <ul style="list-style-type: none"> <li>• \$25,000 per month; or</li> <li>• 75% of the <b><i>Member's</i></b> monthly <b><i>Salary</i></b> plus up to 10% of the <b><i>Member's</i></b> monthly <b><i>Salary</i></b> if a <b><i>Member</i></b> has applied for a <b><i>Super Monthly Benefit</i></b>; or</li> <li>• the level of <b><i>Insured Cover</i></b> that we last accepted for the <b><i>Member</i></b> as at the date of <b><i>Total Disability</i></b>.</li> </ul>
<b><i>Medical Practitioner</i></b>	A person, acceptable to us, who is registered and practising as a medical practitioner in Australia other than: <ol style="list-style-type: none"> <li>(a) the insured member;</li> <li>(b) the insured member's spouse or partner, parent, child or sibling; or</li> <li>(c) the insured member's business partner, associate or employee.</li> </ol> <p>We may accept a similarly qualified person who is registered and practising as a medical practitioner in another country.</p>
<b><i>Member</i></b>	Means an <b><i>Eligible Person</i></b> nominated in writing by <b><i>You</i></b> for cover under this <b><i>Policy Document</i></b> and accepted by <b><i>us</i></b> .
<b><i>Monthly Income Benefit</i></b>	Means the amount of monthly insured cover applying to the insured <b><i>Member</i></b> , but not exceeding the monthly equivalent of 75% of the <b><i>Members Pre-Disability Earnings</i></b> . <p>References in this <b><i>Policy Document</i></b> to a <b><i>Monthly Income Benefit</i></b> include reduced <b><i>Monthly Income Benefits</i></b> payable under clause B.3 (Partial Disability Benefit), unless the context otherwise requires.</p>

<b>Normal Pregnancy or childbirth</b>	Means normal and uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy, such as morning sickness, backache, varicose veins, ankle swelling and bladder problems where disability or partial disability continues for up to 3 months.
<b>Partially Disabled/ Partial Disability</b>	Refers to the meaning in section B.3.
<b>Partial Super Monthly Benefit</b>	The partial super monthly benefit is the <b>Super Monthly Benefit</b> reduced by the following amount: <b>Member's Monthly Salary</b> whilst <b>Partially Disabled</b> divided by the <b>Member's Monthly Salary</b> prior to becoming <b>Partially Disabled</b> .
<b>Participating Employer</b>	Means any employer who has been accepted as a participating employer of <b>AGEST</b> .
<b>Policy Document</b>	Means this policy document as varied in accordance with this policy.
<b>Policy Start Date</b>	1 October 2001
<b>Pre-Disability Earnings</b>	Means the <b>Member's Salary</b> (as defined in this policy) immediately prior to the <b>Member</b> becoming <b>Totally Disabled</b> .
<b>Premium Rates</b>	Rates per <b>Member</b> per month per \$1,000 of monthly <b>Insured Cover</b> as outlined in Appendix A to this policy.
<b>Rate Guarantee Period</b>	1 January 2009 to 31 December 2011
<b>Review Date</b>	1 January each year

**Salary**

**Members who are Employed Members**

The **Member's** regular annual remuneration, including:

- (a) the value of fringe benefits taken by way of salary sacrifice (provided they would have been paid for at least 6 months after the **Monthly Income Benefit** is first payable); and
- (b) performance-related annual bonuses and commissions (averaged over the last 3 years, or such lesser period as the **Member** has been in receipt of such payments).

In the event the **Member** is a casual or contractor, the **Salary** will be the annualised average remuneration received over the 12 months prior to the commencement of the **Waiting Period** (refer Section B.2), or if less than 12 months the period of employment.

**Members who are self-employed Members**

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

**SG Act**

Means the Superannuation Guarantee (Administration) Act 1992.

**Super Insured Percentage  
Super Monthly Benefit**

10%

The lesser of the following amounts:

- (a) the **Super Insured Percentage** times monthly **Salary**;
- (b) the **Super Insured Percentage** times the **Member's** monthly **Salary** prior to becoming **Disabled**;
- (c) the monthly compulsory employer superannuation entitlement the **Member** benefited from by virtue of being an **Employee** of a **Participating Employer**, as averaged over the 12 months immediately before the **Member** became disabled or, if less than 12 months, over the number of months for the which the **Member** had been an **Employee** of a **Participating Employer** before he or she became **Disabled**.

**Total Disability/  
Totally Disabled**

Means an injury or **illness** that stops the **Member** from performing one or more of the **Important Duties** of his/her regular occupation necessary to produce income as confirmed by a **Medical Practitioner**, as a result of which the **Member** is not engaged in any occupation.

<b><i>Transfer Date</i></b>	The date <i>we</i> agree with <i>you</i> in writing that <b><i>Individual Transfer Terms Cover</i></b> under this policy starts for a person to whom <b><i>Individual Transfer Terms</i></b> apply but not being a date before 1 January 2009.
<b><i>Waiting Period</i></b>	30 days; or 60 days; or 90 days; as nominated by the <b><i>Member</i></b> and accepted in writing by us. (See clause B.2 - <b><i>Waiting Period</i></b> )
<b><i>We/Our/Us</i></b>	The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809
<b><i>You/Your</i></b>	The <b><i>Policy Owner</i></b> .

## SECTION B - FEATURES AND BENEFITS

### B.1 Total Disability Benefit

We will pay you the *Monthly Income Benefit* plus any *Super Monthly Benefit*, after the *Waiting Period* whilst the *Member* is *Totally Disabled* and not engaged in any occupation.

The *Monthly Income Benefit* plus any *Super Monthly Benefit* will be paid until the earlier of:

- (a) the end of the *Benefit Period*;
- (b) the *Member* no longer being *Totally Disabled*;
- (c) the *Member* dying;
- (d) the *Member* reaching age 65; and
- (e) any other circumstance as advised by us in writing where the *Member* no longer meets the terms of our policy.

### B.2 Waiting Period

A *Member* must be *Totally Disabled* or Partially Disabled for the number of consecutive days set out in Section A before any benefit is payable (*Waiting Period*). Benefits are payable after the *Waiting Period* expires.

The *Waiting Period* begins when a *Member* is *Totally Disabled* and his/her *Total Disability* is confirmed by a *Medical Practitioner*. The *Waiting Period* cannot begin until after the Policy has started and the person has become a *Member*.

A *Member* may return to full-time work once for up to 5 consecutive days without having to restart the *Waiting Period*. We will add the days worked to the *Waiting Period*.

If a *Member* returns to full-time work for more than 5 consecutive days during the *Waiting Period*, then a new *Waiting Period* will apply subject to cover being in place.

### B.3 Partial Disability Benefit

Where a *Member* returns to work in a reduced capacity after:

- (a) receiving a *Monthly Income Benefit* plus any *Super Monthly Benefit* for *Total Disability*; or
- (b) being *Totally Disabled* for at least 7 out of 12 consecutive days in the *Waiting Period*;

and receives a reduced *Salary* due to continued disability (*Partial Disability/Partially Disabled*), we will pay you a proportion of the *Monthly Income Benefit* while the *Member* is in receipt of the reduced *Salary* and is not engaged in any other occupation plus the *Partial Super Monthly Benefit*, if any, reduced by the amount of *Disability Super*.

The proportion of the *Monthly Income Benefit* payable for Partial Disability is:

$\frac{A-B}{A} \times \text{Monthly Income Benefit for Total Disability}$ <p>where:</p> <p>A = the <i>Member's</i> Monthly <i>Salary</i> prior to becoming <i>Totally Disabled</i></p> <p>B = the <i>Member's</i> <i>Salary</i> whilst Partially Disabled</p>
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*Monthly Income Benefits* plus any *Super Monthly Benefit* for Partial Disability will be paid after the *Waiting Period* until the earlier of:

- (i) the end of the *Benefit Period*;
- (ii) the *Member* dying;
- (iii) the *Member* reaching age 65; or

- (iv) the **Member** receiving full **Salary** or being able to return to full duties or being engaged in any other occupation full-time.

#### B.4 Death Benefit

If a **Member** dies while you are entitled to receive a **Disability** benefit in respect of that **Member**, we will pay you a one off amount equal to two times the **Monthly Income Benefit** plus any **Super Monthly Benefit**.

#### B.5 Premium Waiver

We will waive the payment of Premium falling due in respect of a **Member** while that **Member** is receiving a **Monthly Income Benefit**.

#### B.6 Return to Work Program

Once we receive notice of an injury or **Illness** we may pay some or all of the expenses incurred in respect of the **Member's** participation in a return to work program if we are of the opinion that such a program may help the **Member** return to work. We will only pay where the program expenses have been approved by us.

Such payments will be made directly by us, for example to a service provider.

#### B.7 Recurrent Claim

If the **Member** suffers **Total Disability** or **Partial Disability** arising from the same injury or **Illness** within 6 months of us having last paid a **Monthly Income Benefit** in respect of that **Member**, then we will deem it a continuation of the **Member's** previous claim under this Policy and the **Waiting Period** will not apply. A benefit paid under this condition will be limited to the balance of the **Benefit Period**.

#### B.8 Benefit Limitations

The following limitations apply to benefits:

- (a) The **Monthly Income Benefit** plus any **Super Monthly Benefit** is limited to the **Maximum Benefit**. For the purposes of clause B.3 (Partial Disability Benefit), the **Maximum Benefit** is applied to the **Monthly Income Benefit** before it is multiplied by the relevant proportion.
- (b) The amount of the benefit payable will be the lesser of:
- The **Monthly Income Benefit** reduced by the amount of **Disability Income** paid or which is required to be paid in respect of the **Member's Illness** or injury; and
  - 75% of the monthly **Pre-Disability Earnings** plus the **Super Monthly Benefit**, if any, reduced by the amount of **Disability Super**.

We will pay the amount of **Super Monthly Benefit**, if any, reduced by the amount of **Disability Super**, up to the amount by which the **Maximum Benefit** exceeds the amount we pay under (i) or (ii).

We will require repayment by the **Member** of any benefit paid by us where any such **Disability Income** is received by the **Member** and was not taken into account by us in reducing the **Monthly Income Benefit** for the period to which the income relates.

The following are not included for the purposes of determining whether the **Member** has received **Disability Income**:

- lump sum payments received by the **Member** (other than settlement for permanent impairment payments);

- statutory long service leave entitlements; and
  - investment income.
- (c) If a **Member** travels or resides overseas for a period in excess of 6 months after benefit payments begin, payment of any benefits by **us** will cease. Payments will resume only during such period as the **Member** resides in Australia.
- (d) All benefits will cease on the **Benefit Expiry Age**.
- (e) On receipt of the **Total Disability** benefit, **you** must ensure that the part of the benefit which comprises the **Super Monthly Benefit**, if any, is not paid to the **Member** until he or she satisfies a condition of release under the Superannuation Industry (Supervision) Legislation other than temporary incapacity.
- (f) On receipt of the **Partial Disability** benefit, **you** must ensure that the part of the benefit which comprises the **Partial Super Monthly Benefit**, if any, is not paid to the **Member** until he or she satisfies a condition of release under the Superannuation Industry (Supervision) legislation other than temporary incapacity.

#### **B.9 Benefit Exclusions**

**We** will not pay any benefits under this Policy:

- (a) where the injury or **illness** was caused by or arose from:
- (i) the **Member's** service in the armed forces of any country other than the Australian Armed Forces Reserve;
  - (ii) war or act of war (whether declared or not);
  - (iii) the **Member's** intentional self-inflicted act; or
  - (iv) **Normal Pregnancy or Childbirth**;
- (b) where the injury or **illness** first occurred before the person became a **Member** or before the **Policy Start Date (Pre-Existing Condition)** except for those circumstances set out in clause B.10 (Pre-Existing Conditions); or
- (c) if the Premium has not been paid in respect of the **Member**.

**We** may reduce or refuse to pay any benefits:

- (d) to the extent that the **Member** does not comply with any of the requirements in clause D.4 (Claims); or
- (e) where the **Participating Employer** or the **Member** has not notified **us** of a **Member's Total Disability** within 12 months (or as soon as is reasonably possible) of the date the **Member** first became **Totally Disabled** and, as a result, **our** management of the **Member's** claim is prejudiced.

#### **B.10 Pre-Existing Conditions**

**We** will pay benefits up to the **Automatic Acceptance Level** for Pre-Existing Conditions if the **Member** was:

- **At Work** and performing all his/her usual duties; and
- Was not claiming a similar benefit under a policy from another Insurer or under another Scheme or in a **Waiting Period** under a similar policy or scheme,

on the date of admission as a **Member**.

Where cover is not accepted under the **Automatic Acceptance Level** we will pay benefits for Pre-Existing Conditions only if the **Member** made full and accurate disclosure to **us** of any Pre-Existing Conditions of which the **Member** was aware or could reasonably have been expected to be aware, and cover for those Pre-Existing Conditions was accepted by **us**.

#### **B.11 Rehabilitation Expense Benefit**

We will meet the rehabilitation expenses for an **Member** who is **Disabled** if:

- (a) we approve the rehabilitation expenses in writing before they are incurred; and
- (b) the expenses are incurred to directly assist the **Member** to return to work in a gainful occupation or to undertake a vocational retraining program because of his or her **Disability**.

Generally, these expenses include the cost of a rehabilitation program (other than an **Excluded Rehabilitation Program**) which a **Medical Practitioner** certifies is necessary for the **Member's** rehabilitation.

We meet these costs by payment directly to the provider of the applicable service.

The maximum amount we pay in respect of the **Member** for any one disability is the lesser of:

- (a) the expenses; and
- (b) 24 times the **Monthly Income Benefit** plus any **Super Monthly Benefit**;

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

This amount is paid in addition to the **Disability** benefit and whether or not a **Disability** benefit is payable.

#### **B.12 Individual Transfer Terms Cover**

For a **Member** who receives **Individual Transfer Terms Cover**, the cover applying on the date their cover commences under this policy will be an equivalent amount of **Insured Cover** required to provide the **Member** with the nearest amount of cover, but not less than the amount of cover, which applies to the **Member** under the **Agreed Policy** on the date before their cover commenced under this policy.

We may apply to the **Individual Transfer Terms Cover** the person receives under this policy, any exclusion or special condition which, on the day before the **Transfer Date**, applied to the person's cover under the **Agreed Policy**.

Despite any other condition of this policy, the amount of **Individual Transfer Terms Cover** for any **Member** will not exceed the **Maximum Benefit**.

#### **B.13 Special Offer**

From 1 January, 2009, all existing **Insured members** of the **fund** will be eligible to apply for **Insured cover** of up to \$6,000 per month by satisfactorily completing health questions in a format agreed to by **us** and received by **you** prior to 30 April 2009.

All new **Eligible Persons** of the **Fund** from 1 January 2009 (other than those to which **Individual Transfer Terms** applies) who were not previously **Members** of the fund will be eligible to apply for **Insured cover** of up to \$6,000 per month by satisfactorily completing health questions in a format agreed to by **Us** providing that the **Member** applies for such cover within 60 days of the date the **Member** is sent a **Confirmation letter**, by **you** provided the **Confirmation letter** has been sent to the **member** within the period agreed to by **you** and **us** in writing.

## SECTION C - COMMENCEMENT, LEVEL AND TERMINATION OF COVER

### C.1 Eligibility

#### Existing *Members*

Each *Member* as at 31 December 2008 is automatically covered from 1 January 2009 for the same amount of cover in place immediately prior to 1 January 2009.

#### New *Members*

Section A sets out the eligibility criteria for becoming a *Member*. Section A also sets out the level of *Monthly Income Benefit* for which a person is eligible.

A person is not eligible to become a *Member* unless he/she is *At Work* on the date cover commences.

### C.2 *Member* Information

*You* must provide *us* with details of any persons *you* nominate to become *Members*, including their name, date of birth, sex, occupation, state of domicile, the date their cover begins and their *Salary*, upon *our* request.

#### C.3.1 When Cover Begins (Underwritten)

Cover will only apply if *you* provide *us* with any information which *we* reasonably require to make *our* underwriting assessment and in the first instance shall include satisfactory completion of an Application for Insurance Cover approved by *us* in addition to any medical evidence that we may require.

For *Participating Employer* groups that satisfy the *AAL* requirement (Section A), the Application for Insurance Cover will only apply for additional cover above the *AAL*.

*Members* who are accepted for cover under this policy will be covered from the date in respect of which the first premium deduction is made but no earlier than the date of *our* written advice accepting cover.

When accepting cover for a *Member* we may apply an exclusion or other special conditions on the cover or part of the cover we accept.

#### C3.2 Individual Transfer Terms Cover

A person:

- (a) unless otherwise agreed by us, to whom condition C3.1 does not apply;
- (b) to whom *Individual Transfer Terms* apply; and
- (c) who was insured under an *Agreed Policy* on the day before their cover commences under this policy;

will from the *Transfer Date*, receive *Individual Transfer Terms* cover. The *Automatic Acceptance Limit* does not apply to a person who receives *Individual Transfer Terms Cover*.

### C.4 Interim *Accident* Cover

While *we* are considering an application for cover, *we* will provide interim *accident* cover from the date the application is received by *you* (application date) on the following basis:

- (a) cover for the amount of cover applied for, to a maximum benefit of \$6,000 per month (inclusive of cover already provided under this policy) where:
  - (i) Total Disability/Disablement is the result of an *accident*;

- (ii) the *accident* occurs after the application date and within 60 days of the application date;
- (iii) Total Disability/Disablement occurs within 60 days of the *accident*.

We will start paying a monthly *accident* benefit if total disability as a result of the same *accident* continues after the waiting period has expired and the benefit will only be paid for the period of total disability or 6 months, whichever is the lesser. The benefit is payable for only one period of total disability and is not payable for any subsequent period.

(b) The cover applies from the application date until the first to occur of:

- (i) the date the application for the cover is withdrawn;
- (ii) the date we accept or reject the application for cover; and
- (iii) 60 days after the application date.

No *accidental* benefit is payable where the total disability is caused directly or indirectly from the following causes:

- suicide or attempted suicide;
- self inflicted injury or infection;
- a physical condition which the member knew about before the cover commences; and
- an act of war.

#### C.5 When a *Member's* Cover Ends

Cover under this Policy in respect of a *Member* will end on the earlier of:

- (a) this Policy terminating or being cancelled, in which case all *Insured Cover* will cease at midnight on the actual termination date of the policy for *Members* who are insured under this policy and who are actively *At Work* on the termination date of this policy.

*Members* who are not actively *At Work* on the termination date will be provided with *Continued Cover*.

On termination of the policy no recurrent claim will be paid; or

- (b) the *Member* reaching age 65; or
- (c) the *Member's* death; or
- (d) the *Member's* *AGEST* account having insufficient funds to pay the premium (in which case cover will cease at the end of the calendar month in which the last premium deduction was made); or
- (e) the *Member* ceasing to be eligible to be a *Member* of *AGEST*.

Where a *Member* becomes *Totally Disabled* before his/her cover ends, we will continue to pay *Monthly Income Benefits* and any *Super Monthly Benefit* under clauses B.1 (*Total Disability* Benefit) or B.3 (*Partial Disability* Benefit) provided the *Member* remains *Totally Disabled* or *Partially Disabled* in accordance with those definitions. We have no other liability once a *Member's* cover ends.

#### C.6 Reinstatement of Cover

Where a cover ceases due to insufficient funds in the *Member's* *AGEST* account, and within 120 days of the date that cover ceased, the *Member's* *AGEST* account receives sufficient funds to pay the premiums that were due before cover ceased, then cover will be reinstated (from the date that cover last ceased) at the type and level of cover applicable as at the date that cover last ceased and the deduction of premiums will recommence from the date that premiums were last deducted.

Reinstatement of cover is not available to any **Member** who is not an **Employee** of a **Participating Employer**.

**C.7 When this Policy Ends**

This Policy will be renewed each year, provided **you** have paid the Premium. **We** may cancel this Policy at any time by giving **you** at least 30 days notice if **you** fail to pay the Premium within 30 days after the date it is due, or in accordance with **our** legal rights.

**You** may cancel this Policy by giving **us** at least 30 days written notice.

## SECTION D - GENERAL CONDITIONS

### D.1 Premium

The Premium will be calculated according to the *Premium Rates* and will be deducted from the *Member's* account on a monthly basis. The Premium payable will be remitted to *us* monthly in arrears, with payment being due at the end of the month following the month for which premiums are payable.

Subject to Condition D.3 *we* may vary the *Premium Rates* subject to giving *you* at least 3 months notice prior to 1 January each year but only after the expiry of the *Rate Guarantee Period*. Any applicable *Premium Rates* variation will be effective no earlier than the end of the guarantee period, but at least 3 months after the date of *our* notice.

### D.2 Stamp duty, taxes and expenses

*We* have the right to recoup from *you*, in addition to the Premium, any additional expenses *we* incur in administering any function required of *us* by a Federal, State or Territory government under any change in legislation enacted after the *Policy Start Date* in relation to this Policy, subject to giving *you* 3 months notice.

### D.3 Premium Rate Guarantee

*We* may stop accepting new *Members* or increase the *Premium Rates* (including during the *Rate Guarantee Period*) or vary the *Automatic Acceptance Level*, if:

- (a) there is change in the nature of the *Fund's* membership such as a merger or amalgamation with another significant fund changing insured membership by more than 5%; or
- (b) there are changes in taxes, levies, government fees or government charges that become applicable to this policy or the cover that is underwritten under it. In these circumstances *we* would advise revised terms which will only reflect the amount of the increase or decrease; or
- (c) the number of insured lives changes by more than 25% from the number of insured lives at 1 July 2008; or
- (d) the age, occupation or sex distribution of insured lives changes from that at 1 July 2008 and these changes would increase the *Premium Rates* by more than 5% as determined by *our* actuaries; or
- (e) a *Participating Employer* group of more than 1,000 *Employees* joins the *fund* where the past claims experience of that group would increase the *Premium Rates* by more than 5% as determined by *our* actuaries; or
- (f) there are other legislative changes or introduction of any industrial award or agreement covering the *Members* of the *Fund* that would in *our* opinion impact on the degree of risk in the insurance arrangements of the *Fund*; or
- (g) there is war within Australia; or
- (h) the *AGEST* Group Life policy (K005558) is terminated.

After the *Rate Guarantee Period* expires, *we* will maintain the *Premium Rates* applicable to *your* policy unless *we* determine otherwise according to this policy.

### D.4 Claims

#### D.4.1 *You* must:

- (a) notify *us* in writing as soon as possible after *you* become aware of any claim or potential claim. If *you* delay notifying *us* of a claim, and as a result *our* interests are prejudiced, *we* may be permitted not to pay the claim or to reduce the benefit in some circumstances under applicable laws; and
- (b) provide *us*, at *your* expense, with any requirements *we* reasonably consider are necessary to properly assess the claim and be satisfied of *our* liability to pay a benefit.

D.4.2 Payment of any benefit is conditional on the **Member**:

- (a) consulting any **Medical Practitioner**, return to work service provider or other qualified person *we* reasonably require; and
- (b) following any medical treatment, rehabilitation advice or return to work program recommended that *we* may reasonably require.

D.4.3 *We* will pay:

- (i) the medical costs of any medical examination *we* require under clause D.4.2, other than the initial medical examination required to make a claim; and
- (ii) the costs *we* approve for any other examination *we* require under clause D.4.2.

However, unless *we* agree otherwise, *we* will not pay any other costs including fees incurred for travelling to an appointment or for non-attendance at an appointment arranged under condition D.4.2 and, if any such costs are billed directly to *us* because the *member* has not met those costs, then *we* reserve the right to cease consideration of a claim until such costs are paid by the *member* if the non-payment of those costs results in *us* being unable to obtain medical reports from the relevant medical practitioner.

D.4.4 If *we* provide *you* with any information that *we* obtain from another party, that information must at all times remain confidential to *you* and any representative *you* appoint to assist with the assessment of claims, unless *you* have a legal obligation under legislation to disclose that information.

**D.5 Payment of benefits**

**Monthly Income Benefits** plus any **Super Monthly Benefit** are payable to the **Member** monthly in arrears in Australian dollars, subject to receipt of duly completed claim forms. Where a **Monthly Income Benefit** plus any **Super Monthly Benefit** is payable for a period of less than a month, one thirtieth of the **Monthly Income Benefit** plus any **Super Monthly Benefit** will be paid for each day of disability. Payment of benefits to a **Member**, or by agreement to **AGEST**, will discharge *our* liability with respect to that claim. *We* will deduct the appropriate level of taxation from each **Monthly Income Benefit** plus any **Super Monthly Benefit** payable and prepare the PAYG Payment Summary for the **Member** as at 30 June each year.

**D.6 Disputed benefits**

*We* agree to be bound by any decision of the Superannuation Complaints Tribunal (SCT) or other legislative body for insurance liability related to this policy. However *our* liability will be limited to those determinations made by the SCT which do not result from any Trustee negligence, matters not related to the terms of this policy or decisions not made by *us*.

Where a claim is denied by *us*, on medical or other grounds and the denial results in litigation against **AGEST**, then *we* will defend the litigation on behalf of the Trustee at *our* own cost.

**D.7 Records**

**You** must maintain records of the **Member** Information and any information relating to a **Member's** claim, including income, attendance **At Work** and duties of the **Member (Claims Information)**. **You** must give **us** any **Member** Information or Claims Information **we** request.

**You** must allow **us** or **our** nominated representative, upon reasonable notice and during normal office hours, to inspect, audit and take copies of the **Member** Information or Claims Information. In doing so, **we** will try to minimise any inconvenience to **you**.

#### **D.8 Assignment of Policy**

This Policy cannot be assigned by **you** without **our** written consent.

#### **D.9 Governing Law**

This Policy is governed by the law that applies within the Commonwealth of Australia. The courts of the Commonwealth of Australia, its states and territories have jurisdiction over any matter under this Policy.

**APPENDIX A – PREMIUM RATES**

Monthly premium - per \$1,000 monthly benefit			
Age next birthday	Waiting period		
	30 days	60 days	90 days
Up to 20	\$3.91	\$2.61	\$1.74
21	\$3.91	\$3.04	\$1.74
22	\$3.91	\$3.04	\$1.74
23	\$4.35	\$3.04	\$1.74
24	\$4.35	\$3.04	\$1.74
25	\$4.35	\$3.04	\$1.74
26	\$4.35	\$3.04	\$1.74
27	\$4.35	\$3.04	\$1.74
28	\$4.35	\$3.04	\$1.74
29	\$4.35	\$3.04	\$1.74
30	\$4.35	\$3.04	\$1.74
31	\$4.78	\$3.48	\$1.74
32	\$4.78	\$3.48	\$1.74
33	\$5.22	\$3.48	\$1.74
34	\$5.22	\$3.91	\$1.74
35	\$5.65	\$3.91	\$2.17
36	\$5.65	\$3.91	\$2.17
37	\$6.09	\$4.35	\$2.17
38	\$6.52	\$4.78	\$2.17
39	\$6.96	\$4.78	\$2.61
40	\$7.39	\$5.22	\$2.61
41	\$7.39	\$5.22	\$3.04
42	\$7.83	\$5.65	\$3.04
43	\$8.26	\$6.09	\$3.48
44	\$8.70	\$6.09	\$3.91
45	\$9.57	\$6.52	\$4.35
46	\$10.00	\$6.96	\$4.78
47	\$10.44	\$7.39	\$5.22
48	\$11.31	\$7.83	\$5.65
49	\$12.18	\$8.26	\$6.09
50	\$12.61	\$9.13	\$6.96
51	\$13.48	\$9.57	\$7.39
52	\$14.78	\$10.44	\$8.26
53	\$15.65	\$10.87	\$9.13
54	\$16.96	\$11.74	\$10.00
55	\$17.83	\$12.61	\$10.87
56	\$19.13	\$13.48	\$11.74
57	\$20.87	\$14.35	\$12.61
58	\$22.18	\$15.65	\$13.91
59	\$23.92	\$16.96	\$15.22
60	\$25.66	\$18.26	\$16.52

61	\$27.83	\$19.57	\$17.83
62	\$30.00	\$21.31	\$19.57
63	\$26.96	\$21.74	\$16.09
64	\$22.61	\$18.26	\$12.18
65	\$13.91	\$10.87	\$5.22