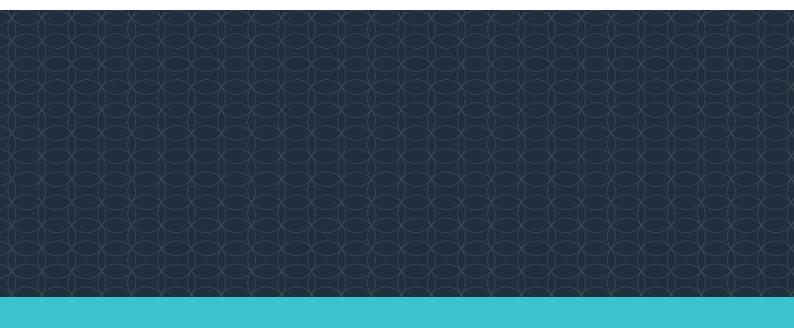
Rhythm



# Rhythm **Super**

#### **Insurance Guide**

If you want to purchase insurance cover, or vary your existing cover through Rhythm Super, this guide contains detailed information to help you make your decision.

20 December 2024

# **Important Notice**

This guide has been prepared and issued by IOOF Investment Management Limited (IIML, Trustee, we, us) (ABN 53 006 695 021, AFSL 230524). IIML is a part of the Insignia Financial group of companies, comprising Insignia Financial Ltd ABN 49 100 103 722 and its related bodies corporate (Insignia Financial Group).

Rhythm Super is issued by IIML as Trustee of the AvWrap Retirement Service (the Fund) (ABN 82 004 832 237). Administration and custodial services are provided by HUB24 Custodial Services Ltd (ABN 94 073 633 664, AFSL 239122) (HUB24, Administrator)

The information in this guide forms part of the Product Disclosure Statement (PDS) for Rhythm Super issued 1 June 2024, together with the Additional Information Booklet and the Rhythm Investment Booklet.

These documents should be considered before making a decision to acquire the product. This guide contains important information including the definitions, exclusions and limitations to any cover you may decide to purchase through your super. It is a summary of the main terms and conditions of the Policy we have with the Insurer. We recommend that you read this entire guide.

The insurance cover provided is subject to the terms and conditions contained in the insurance policies issued to the Trustee by the Insurer. The terms and conditions of the policies prevail over any inconsistent information in the PDS and this Rhythm Super Insurance Guide.

The **PDS** is available by downloading a copy from our website **ioof.com.au/forms** under the heading 'Rhythm' or by calling the Administrator on 1300 319 363. You should consider the **PDS** before making an investment and insurance decision.

# **General advice warning**

The information contained in this guide:

- does not and is not intended to contain any recommendations, statements of opinion or advice
- is of a general nature only and does not take into account your individual objectives, financial situation or needs.

You should consider the appropriateness of this information having regard to your objectives, financial situation and needs and you may want to seek advice before making a decision about purchasing insurance through super.

**Key words**: There may be words in this guide you may not be familiar with. To help you understand these terms we have defined them in Section 7 of this guide, and they are capitalised throughout the document.

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# Section 1 – Insurance coverage – choose what is right for you

Everyone's lifestyle is different. You are best placed to truly understand the effect your death, disablement or inability to work would have on you and your family.

The right insurance cover can provide you with the peace of mind that you or your family will be able to financially survive a death, Illness or Injury.

If you are unable to earn an income, the right insurance cover could help you meet repayments and may prevent you from losing any car, home and other assets you may already have. Many individuals and families experience severe financial hardship following a death, Illness or Injury – an added burden at an already difficult time.

Arranging adequate insurance to protect your family and lifestyle can be done tax-effectively through your super account.

You can choose to purchase insurance either through the Group Life and Income Protection insurance policies we have arranged with the Insurer or via a separate retail insurance policy. Either way, you could choose to achieve this by paying the premiums for the insurance cover with pre-tax dollars through your super account.

**Please note:** Information in this guide relates to insurance purchased via Group Life and Income Protection insurance policies except where a specific reference to retail insurance is made in the guide.

#### **Retail insurance**

To arrange insurance via a retail insurance policy you need to discuss this with your financial adviser.

Each retail insurance product offering has its own PDS that you should read before deciding that the product is right for you. PDSs for the retail insurance policies available through Rhythm Super are available via your financial adviser.

To understand eligibility requirements or cancellation, conditions, and exclusions that are applicable to your retail insurance cover you should read the respective retail insurance PDSs before making a decision.

Retail Insurance is provided through Rhythm by TAL Life Limited (ABN 70 050 109 450, AFSL No. 237848), Zurich Australia Limited (ABN 92 000 010 195, AFSL 232510) and AIA Australia Limited (ABN 79 004 837 861, AFSL 230043). Please contact your financial adviser if you wish to apply for retail insurance.

# **Group Life and Income Protection insurance**

You can choose to purchase insurance through the Group Life and Income Protection insurance policies. Further details in relation to the insurance administration fee we charge for this service are described in the Rhythm Super PDS. Death (including Terminal Illness) and Total & Permanent Disablement (TPD) cover provides a lump sum benefit whereas Income Protection (often called income replacement or salary continuance cover) provides you with a regular monthly benefit while you are off work due to Illness or Injury.

This guide is designed to explain to you, as a member of Rhythm Super, the insurance options available and the terms and conditions under the Group Life and Income Protection policies.

Group Life and Income Protection is provided by TAL Life Limited ABN 70 050 109 450 AFSL No. 237848 (the Insurer) or another insurance provider approved by the Trustee.

Although you're applying for insurance as an individual, you do not actually own the Policy. You are covered under a group Policy issued by the Insurer and owned by the Trustee. If you need to make a claim, then you need to contact the Administrator.

# How to apply

The first step is to read this guide carefully as it provides a comprehensive explanation of the features and benefits available. You need to understand the costs involved, any exclusions or limitations and when a claim may be payable.

To apply for insurance, or additional insurance, you have to complete an Insurance application form and submit it to the Administrator. In the application form the Insurer will require you to answer some questions in relation to your health and medical history, occupation, pursuits, pastimes and other details the Insurer needs to assess your application. When answering those questions, you have a legal duty to take reasonable care not to make a misrepresentation. This means you must answer the questions accurately, truthfully and completely. Failing to meet this legal duty can have serious impacts on your insurance. For instance, it may result in a claim being declined or a benefit being reduced. Further details about your duty to take reasonable care are provided in the Insurance application form. In some cases, further information may be required, for example, a medical examination, blood tests or more detailed financial information are to be provided.

Once the Insurer receives your application, they may ask the Administrator to contact you for further details, to provide medical records or to take a few tests.

The Administrator will notify you when your application has been accepted or declined by the Insurer.

# What will the premiums be?

Premiums are the annual cost that you'll have to pay out of your super account to have cover. The insurance premiums you pay may differ depending on factors such as:

- · your age and gender
- the type and amount of cover you choose
- your occupation and leisure activities
- your health and medical history
- whether or not you smoke
- any loadings placed on your cover by the Insurer.

To help you estimate how much you are likely to pay for the amount of insurance cover you want, you should talk to your financial adviser or call the Administrator on 1300 319 363.

Your insurance premium is reviewed and recalculated on 1 July each year to take into account changes in your age. The new premium will be shown on your account online and on your Annual Benefit Statement.

Where a member has not disclosed a gender or are gender indeterminate, they will be provided with premium rates under the default gender of male. This will apply for Death/TPD and Income Protection cover.

# What are the main insured benefits available under Group Life and Income Protection?

Group Life and Income Protection		
Type of insurance	What is it?	How much?
Death	Death cover provides your family with financial security in the event of your death. If you die, your insured benefit will be paid to your dependants or your estate in addition to your super account balance.	There's no limit to the amount of Death Benefit that you can apply for.
Terminal Illness (included in the death benefit)	Terminal Illness cover provides you and your family with financial security in the event you become Terminally Ill. If this happens, your insured benefit may be paid to you in addition to your super account balance.	The maximum Terminal Illness benefit available is \$5 million.
Total & Permanent Disablement (TPD)	TPD cover provides you and your family with financial security in the event you become Totally and Permanently Disabled. If this happens, your insured benefit may be paid to you in addition to your super account balance.	The maximum TPD Benefit available is \$5 million.
Income Protection	Income Protection cover provides you with a regular monthly income while you are Totally Disabled or Partially Disabled because of Illness or Injury and are unable to work and earn your income.  You can choose a Benefit Payment Period of two years, five years or to age 65 and a 30, 60 or 90 day Waiting Period.	The maximum amount of Income Protection insurance you can apply for is 75% of your Declared Earned Income (plus up to 12% of your Declared Earned Income as Superannuation Contributions Benefit) not exceeding \$30,000 per month in total.

# Section 2 – Details of the insurance available by application

This section provides you with details of the types of cover available, the eligibility requirements, as well as how to go about applying for cover. It also provides you with information about when your cover commences.

# What insurance can you purchase?

#### Death cover

Death cover provides your family with financial security in the event of your death or if you become Terminally III. In the event of your death or Terminal Illness, your insured benefit may be payable as a lump sum in addition to your super account balance.

There's no limit to the amount of death cover that you can apply for, however, the maximum amount of Terminal Illness Benefit will be restricted to \$5 million (refer to Section 5 under the heading 'Lump Sum Insured benefits available' for more information). The higher the level of cover you choose, the higher the annual premiums you will pay.

To be eligible for death cover you must be within the eligible age range, which is from age 16 (next birthday) to age 75 (next birthday).

#### **Death and TPD cover**

For an additional cost, you can add TPD cover to your death cover, which provides a lump sum benefit should you become Totally and Permanently Disabled. In some circumstances, depending on which definition of TPD applies, you may not receive your TPD Benefit at the time of claim; instead your TPD Benefit may be paid into your super account. Keep in mind that you will only be able to access this benefit if you meet a condition of release under superannuation legislation. Additional information on meeting a condition of release can be found in the 'Accessing your super' section in the **Additional Information Booklet**.

You can apply for TPD cover of up to \$5 million. Your TPD cover cannot be greater than your death cover. The higher the level of cover you choose, the higher the annual premiums you will pay.

To be eligible for TPD cover you must be within the eligible age range, which is from age 16 (next birthday) to age 67 (next birthday).

#### **Income Protection cover**

Income Protection cover may provide you with a regular monthly payment while you are Totally Disabled or Partially Disabled because of Illness or Injury.

To be eligible to apply for Income Protection cover you must be within the eligible age range, which is from age 16 (next birthday) to age 65 (next birthday) and working at least 15 Hours Per Week. Income Protection is not available for non-working members or members who are working less than 15 Hours Per Week.

You can apply for Income Protection cover of up to \$30,000 per month. The cover can provide you with a benefit payment up to a maximum of 75% of your Declared Earned Income at claim time with:

- a 30, 60 or 90 day Waiting Period
- a Benefit Payment Period of two or five years or to age 65 commencing after the Waiting Period has ended
- If selected, an additional Superannuation Contributions Benefit of up to 12% of your Declared Earned Income.

# **Protection against inflation**

With increases in the cost of living, it's important to ensure your cover keeps pace with rising costs. Inflation protection is one way of doing this. Inflation protection works by increasing your cover in line with the Consumer Price Index (CPI).

When applying for group insurance cover you can elect to have your cover automatically increased by CPI on 1 July each year. The CPI increase is subject to a minimum of 3% and a maximum of 7.5% per annum. If in future you choose to cease the CPI increase on your cover, it cannot be reactivated and thereafter, any increase in cover will be subject to underwriting. This indexation increase is subject to the maximum benefit payable as set out on page 4.

# **Application process**

All applications for insurance are subject to acceptance by the Insurer. The Insurer may accept your application, decline the cover or impose special conditions of acceptance including exclusions and/or an increase in the premium payable for the cover to be provided. It will be your decision then if you still want to go ahead with the insurance.

Interim Accident cover applies for up to 180 days from the date that your application is received by the Administrator while your application for insurance is being processed (conditions apply).

# When does cover commence?

If your application is accepted by the Insurer, we will notify you in writing of the date your insurance cover commenced, the premium and other details of your insurance. We will also notify you in the event that your application for insurance is declined or if any special conditions apply.

# **Treatment of certain occupations**

#### Occupations requiring special consideration

There are certain occupations considered by the Insurer to be hazardous or uninsurable. If you are working in such an occupation at the time you apply for cover or an increase in cover you may not be accepted for Income Protection or TPD cover.

Hazardous Occupations include unskilled workers, those involved in hazardous or very heavy manual work and/ or specific occupations as decided by the Insurer (such as professional divers, fishermen, labourers, truck drivers, factory workers involved in highly repetitive unskilled duties, mining groups or drilling, exploration and explosive related industries, as well as any underground/underwater workers, forestry workers, workers at heights including riggers, scaffolders, roof workers, antenna erectors, seasonal workers/industries like fruit picking, prison services, firemen, police, ambulance drivers, paramedics, those performing full time Domestic Duties, professional sportspeople or entertainers and pilots and crew of commercial airlines).

#### **Casual and contract workers**

Casual and contract workers may be eligible for death only cover, death and TPD cover and Income Protection cover subject to the eligibility rules.

For Income Protection cover, you need to be working at least 15 Hours Per Week at the time cover commences. However, when you make a claim, a different definition of Total Disability may apply where your hours of work fall below 15 Hours Per Week (see the definitions in Section 5 – General information for more information).

# Our responsibility

We do not guarantee the payment of an insured benefit or the performance of the Insurer. Any death and TPD insurance benefit received by us from the Insurer is credited to your Cash Account. It will only be paid to you in accordance with the Trust Deed of the Fund and relevant super law requirements.

Any Income Protection claim payments are paid net of tax directly to you via the Insurer.

# **Complaints resolution and privacy**

It's important to read the complaints resolution process and privacy information in the PDS. Please take note of the Trustee's privacy policy available at <a href="https://www.insigniafinancial.com.au/privacy">www.insigniafinancial.com.au/privacy</a> and the Administrator's privacy policy available at <a href="https://www.hub24.com.au/Privacy">www.hub24.com.au/Privacy</a> Should you proceed with taking out insurance, please ensure you read the privacy statement in the insurance application.

# Section 3 – How to make changes to your insurance cover

# How to increase your cover

You can use the insurance application form to:

- add further insurance for instance, you may have death only cover and would like death and TPD cover
- increase your current level of cover
- make any changes to your existing insurance cover.

You may also apply for an increase to your death only, death and TPD or Income Protection cover with reduced health assessment requirements if one of the prescribed Life Events has occurred. Further details appear on page 18 of this guide.

# How to cancel or reduce your cover

If you no longer want part or all of your insurance cover, you can cancel your cover by notifying the Administrator in writing and must specify which cover you want to cancel or the amount by which you want it reduced. Your insurance cover will be reduced or cancelled from the latter of the date on which the Administrator receives your request or the cessation date you nominate in the notification. Your TPD cover cannot be greater than your death cover.

# How to transfer insurance you hold with another provider

If you have death only, death and TPD or Income Protection cover with another super fund or in a retail policy, you may be able to transfer it to your Rhythm Super account.

The maximum sum insured you can transfer is:

- \$2 million for death only or death and TPD, providing the total Sum Insured after the transfer does not exceed \$3 million
- \$25,000 per month for Income Protection, providing the total Sum Insured after the transfer does not exceed \$30,000 per month.

You cannot transfer your death only, death and TPD or Income Protection cover if you are subject to:

- more than two exclusions
- loading of more than 100%.

To apply to transfer your insurance cover from another superannuation fund or directly with a life insurer, you will need to:

- complete the Insurance application form
- provide details of your current cover including any loadings, exclusions or special conditions applicable to that cover. Any conditions on your existing cover will transfer over to your new cover within Rhythm Super
- provide a photocopy of the insurer/fund confirmation, which
  is less than 12 months old. This needs to specify if there are
  any loadings, special conditions or exclusions that apply to the
  current cover.

Please note, your transfer of cover is subject to approval and acceptance by the Insurer.

#### Conditions of transfer

It is important to note that:

- you must be under age 60 to apply
- any existing exclusions/loading/special conditions applicable to your current cover will be applied to your cover within Rhythm Super
- to transfer your Income Protection cover, you must be working at least 30 Hours Per Week
- the amount of death only and death and TPD transferred over will be in addition to any existing death and TPD cover you currently have through Rhythm Super
- the amount of Income Protection transferred over will replace any existing cover you already have through Rhythm Super.

# How to re-apply for cover

You cannot restart your insurance at any time. You must re-apply and meet the eligibility conditions.

Your application will then be assessed by the Insurer. As a result of this assessment, you may not receive the same level of cover or pay the same premium as you previously paid under the cancelled or lapsed cover.

# Section 4 – How much is your insurance cover going to cost?

# **Estimating insurance premiums**

There are a number of factors which affect the calculation of your premium. Your financial adviser can assist you to calculate an approximate premium. A copy of the premium rates is available on InvestorHUB or at **ioof.com.au/forms** under the heading 'Rhythm'.

## Factors affecting your insurance premium

It's important to be aware of the various factors that may impact the premiums payable for your insurance cover. These include:

- type of cover you have or choose (death only, death and TPD, Income Protection)
- level of cover (Sum Insured, etc.)
- occupation
- age
- gender
- · smoking status
- state of health
- sporting/recreational activities
- stamp duty.

#### Level of cover

The amount of cover you have will affect the premium you pay. As the amount of insured benefit increases, generally so does the premium (for example \$500,000 of death cover generally has a higher premium than \$100,000 of death cover).

If you have chosen to have your cover automatically increase by CPI on 1 July each year, your premiums each year will increase based on your new level of cover. All increases are subject to the maximum benefit payable as set out on page 4.

# Occupational classification

Your premium rate may also depend on your occupational classification. The following table is intended as a guide to how some occupations might be classified. You should check with the Administrator to obtain your own current occupational classification and details of any adjustment factor that may apply. Where applicable, any adjustment factor will be applied to the premium rates which can be found in the Rhythm Rate Flyer available at InvestorHUB.

Occupational	Description		Ad	ljustment Fact	tor	
Classification	assification Death		Death and	Income Protection		
			TPD	2 Year	5 Year	To age 65
Category 1 – Professional	White collar professionals performing no manual duties (eg doctor, lawyer, accountant). Usually those with a tertiary qualification or registration by a professional body (you must be using these qualifications in your current occupation).  Well established senior executives (with ten or more years in that role) with incomes in excess of \$80,000 pa without tertiary qualifications may also be included.	0.90	0.75	0.85	0.90	0.90
Category 2 – White Collar	Clerical, administration and managerial occupations involving office and travel duties. No manual work (eg administrator, book-keeper, computer operator). Includes occupations with tertiary qualifications that involve very light physical work (such as osteopath, jeweller).	1.00	1.00	1.00	1.00	1.00
Category 3 – Light Blue Collar	Certain qualified tradespeople (eg electrician) who engage in light manual work only. Includes business owners in non-hazardous industries involved in light manual work (eg coffee shop owner) and those who may supervise blue collar workers (no more than 25% of their work time). Includes occupations that are not limited to an office, where travel is an essential part of the job (eg field surveyor).	1.00	1.10	1.30	1.50	1.50

Occupational	Description	Adjustment Factor				
Classification	Classification		Death and	Income Protection		
			TPD	2 Year	5 Year	To age 65
Category 4 – Medium Blue Collar	Skilled workers in non-hazardous industries wholly involved in manual duties (eg air conditioning technician, farmer/grazier, plasterer or mechanic).	1.15	1.50	2.10	2.25	2.25
Category 5 – Heavy Blue Collar	Heavy manual workers (unskilled) in non- hazardous industries performing higher risk occupations (eg warehouse worker, labourer, bricklayer or house removalist).	1.30	2.00	2.50	3.00	N/A
Category 6 – Hazardous	Includes unskilled workers, those involved in hazardous or very heavy manual work (eg. professional divers, fishermen, labourers, truck drivers,)	2.50	N/A	N/A	N/A	N/A

After you have been accepted for cover, if you change your occupation, including undertaking employment in a more Hazardous Occupation, you do not need to inform the Insurer, however, if you change jobs and you feel you are moving to a lower risk occupation then you should contact us as lower premiums may be available.

# Stamp duty

The premium rates for death only cover and death and TPD cover include an allowance for stamp duty. The stamp duty applied to your Income Protection cover varies depending on which state you live in. You are able to obtain the information relating to your premium rates and the stamp duty rate applicable to your state in the Insurance Premium Rates flyer available on InvestorHUB or at **ioof.com.au/forms** under the heading Rhythm > Rhythm Super > Information sheets.

#### **Premium for Interim Accident cover**

We do not charge a separate premium for Interim Accident cover. When an application is approved by the Insurer, premiums will be charged from the date cover commences.

# **Payment of premiums**

Insurance premiums are deducted from your Cash Account monthly in arrears from the date your cover commences.

Your annual insurance premium is shown on the insurance details screen on InvestorHUB and your Annual Benefit Statement. Your Annual Benefit Statement shows the premiums paid for the previous financial year. As your insurance premiums are deducted from your super account, it's important when choosing the level of cover to consider the effect these regular costs will have on your retirement savings.

Increasing your insurance premiums will reduce your retirement benefit. You can find up to date information on your insurance premium by visiting InvestorHUB.

# **Changes in premium rates**

Premium changes due to your age may (depending upon the design of your cover) take place automatically without notification each 1 July. The new premium will be shown in your insurance details on InvestorHUB.

We have the ability to increase your premium rates at any time provided we give you 30 days' prior written notice.

#### **Insufficient funds**

You should ensure your account balance is sufficient to cover all fees and charges, including insurance premiums. The Administrator may redeem sufficient assets to pay fees, charges and insurance premiums.

Where your account has insufficient funds to pay the insurance premiums we will send you a notification 28 days prior to your cover lapsing. To reinstate your cover after it has lapsed, you will need to notify the Administrator and go through the Underwriting process which begins with a new application for insurance. This application will need to be accepted in writing by the Insurer before you are covered.

#### The Trustee or Administrator bears no responsibility and accepts no liability for your insurance cover lapsing as a result of:

- an insufficient account balance to pay premiums
- an insufficient account balance to pay premiums as a result of doing a partial withdrawal
- not informing you that your cover is about to lapse or has lapsed.

You should monitor your account balance regularly.

## Section 5 – General information

# Types of insured benefits payable and the Insurer's definitions of each benefit

The following are all the possible benefits that you may receive if you take out insurance through your super. You are only entitled (subject to the satisfaction of relevant criteria) to the benefits applicable to the cover you have taken out. This section also provides the Insurer's detailed definition of each benefit type. It is very important that you understand these definitions and your rights in case you ever need to make a claim.

The payment of any insurance benefit is conditional on the Insurer accepting the claim and paying the benefit to the Trustee (us) first. We cannot pay any benefit we have received from the Insurer on your behalf until we have satisfactory proof that you've satisfied a condition of release as outlined in the **Additional Information Booklet**.

## Lump Sum Insured benefits available

#### **Death Benefit**

An insured death Benefit is payable in the event of your death.

#### Amount payable

The amount accepted by the Insurer and communicated to you in writing as your insured death Benefit.

Your death Benefit is reduced by the amount of any TPD Benefit or Terminal Illness Benefit previously paid to you under the Policy that we have with the Insurer.

#### **Terminal Illness Benefit**

You may receive an insured Terminal Illness Benefit prior to your death if you are diagnosed as being terminally ill.

# Definition of Terminally III for Insurance purposes

#### Means:

- a two Medical Practitioners have separately certified in writing that you suffer from an illness, or have incurred an injury, that is likely to result in your death within a period ('the certification period') that ends not more than 24 months after the date of certification;
- **b** at least one of the registered Medical Practitioners is a Specialist Medical Practitioner practicing in an area related to the illness or injury suffered by you;
- c the illness and certification referred to in paragraph (a) occurs while you continue to have cover under the Policy;
- **d** for each of the certificates, the certification period has not ended; and
- e the insurer is satisfied, on medical or other evidence, that despite reasonable medical treatment, the illness or injury will lead to your death within 24 months of the date of the certifications.

# Amount payable

Upon meeting the Terminal Illness definition for insurance purposes, the insured benefit paid is the amount of your death Benefit subject to a maximum of \$5 million.

If the Terminal Illness Benefit paid is equal to your death Benefit all your cover will cease. If the Terminal Illness Benefit paid is less than your death Benefit the remaining balance is payable on your death, provided you remain an eligible member of the Fund, the applicable premium is paid, and cover does not cease (subject to the terms and conditions of the Policy).

#### **TPD Benefit**

An insured TPD Benefit is payable to you in the event of your Total and Permanent Disablement.

#### **TPD definitions**

Total and Permanent Disablement / Totally and Permanently Disabled means, in the Insurer's opinion, if you are insured for Total and Permanent Disablement cover under the Policy:

- 1 you are, solely because of illness or injury, under the regular care of and following the advice of a Medical Practitioner; and
- 2 you meet Part A if immediately prior to the Date of Disablement you are under age 67 and: are Gainfully Employed (or on Employer Approved Leave); or
  - have undertaken Gainful Employment in the last 16 months prior to the Date of Disablement; otherwise
- **3** you meet Part B below if paragraph 2. does not apply.

#### Part A – unlikely to ever do a suited occupation:

Solely because of Illness or Injury, you:

- a have been continuously unable to return to Gainful Employment from the Date of Disablement for a period of at least three consecutive months; and
- **b** in the Insurer's opinion are unlikely to ever again engage in any Gainful Employment for which you are reasonably suited by your education, training or experience taking account of, at the date the Insurer forms their opinion:
  - i any retraining, re-skilling, Gainful Employment or voluntary work that you have undertaken or that you could reasonably be expected to undertake within a reasonable period; and
  - ii any rehabilitation that you have undertaken or could reasonably be expected to undertake within a reasonable period as determined by the Insurer.

Part B – incapable of doing basic activities associated with work ever again or suffering a severe mental health condition or Severe Cognitive Impairment and also incapable of doing a suited occupation:

You have suffered ill-health (whether physical or mental) that makes it unlikely that you will engage in Gainful Employment for which you are reasonably qualified by education, training or experience and solely because of that Illness or Injury you satisfy either (a), (b) or (c) below:

- a you have been prevented from being able to perform at least two of the Everyday Work Activities without assistance from another adult person, despite the use of appropriate aids, for at least 12 consecutive months and in the Insurer's opinion you are unlikely to ever again be able to perform at least two of the Everyday Work Activities without assistance from another adult person, despite the use of appropriate aids; or
- **b** the Illness is a mental health condition and:
  - i your mental health condition has been diagnosed by a Specialist Medical Practitioner using criteria outlined in the DSM;
  - ii the mental health condition has caused you to be absent from Gainful Employment for 12 consecutive months from the Date of Disablement;
  - iii you have been under the regular ongoing and appropriate care of a Psychiatrist for at least 12 months (unless the Insurer agrees to a shorter period) who considers that you have exhausted all reasonable and appropriate treatment options, and
  - iv you have been assessed by a Psychiatrist, approved by the Insurer against the Psychiatric Impairment Rating Scale as having an impairment of 19% or higher; or
- c the Illness is a Severe Cognitive Impairment and solely because of that Illness or Injury you have been:
  - i absent from Gainful Employment for 12 consecutive months from the Date of Disablement (unless the Insurer agrees otherwise); and
  - ii assessed by a Specialist Medical Practitioner, approved by the Insurer, as having reached Severe Cognitive Impairment due to the Illness or Injury.

In forming their opinion in relation to Part A or Part B above, including whether you may be likely to be able to engage in any Gainful Employment for which you are reasonably suited by education, training or experience, the Insurer will have regard to all evidence available to them including but not limited to:

- 1 medical evidence (including the medical evidence provided by the Insured Person's Medical Practitioners), the advice of a Specialist Medical Practitioner approved by them, the advice of other experts (medical or otherwise) and any other information that they consider to be appropriate and relevant at the date the Insurer forms their opinion;
- 2 whether you have exhausted all reasonable and appropriate treatment options by the date they form their opinion;
- 3 any retraining, re-skilling, gainful employment or voluntary work that you have been undertaken by the date the Insurer forms their opinion, or that you could reasonably be expected to undertake within a reasonable period following the date the Insurer forms their opinion; and
- 4 any rehabilitation that has been undertaken by the date the insurer forms their opinion or could reasonably be expected to be undertaken by the Insured Person within a reasonable period following the date they form their opinion.

To use the table to determine which TPD definition applies to you, work through the questions in the first column to understand which scenario applies to your circumstances and then you can identify which TPD definitions may be available to you. The definition of TPD applicable to you will be determined by the Insurer at the time of claim in accordance with the following criteria:

Which TPD definition is applicable?			
Scenario		2	3
Is the member under 67 years of age?	Yes	Yes	Yes
Are you Gainfully Employed (or on Employer Approved Leave) immediately prior to the Date of Disablement?	Yes	Yes	No
Have you undertaken an amount of Gainful Employment in the 16 months prior to the Date of Disablement?	Yes	Yes	No
You will need to satisfy one of these TPD definitions	А	А	В

Gainfully Employed or Gainful Employment means employed or Self-employed for gain or reward, where gain or reward includes the receipt of remuneration such as salary wages, business income, bonuses, commissions, fees or gratuities, in return for personal exertion.

#### Example:

Mr Adell, is age 40, is working full time and received cover on 1 January 2023. Mr Adell was At Work on the day of receiving cover. Working through the table, Mr Adell answers 'yes' to the three questions (scenario one is applicable). Mr Adell's TPD definition only requires him to satisfy Part A, based on the Date of Disablement, the Insurer assess Part A is the relevant definition Mr Adell is to be assessed under. Mr Adell's assigned claim manager calls to discuss what is required and how they can help with the claim.

#### Amount payable

The TPD Benefit will be either:

- a if paid under Part A, Part B (b) or Part B (c) of the TPD definition above, the benefit will be the amount of TPD cover you are insured for at the Date of Disablement used to determine that you met Part A, Part B(b) or Part B(c); or
- **b** if paid under Part B (a) of the TPD definition above, the benefit will be the amount of TPD cover you are insured for as at the date the Insurer determines in their opinion that you had suffered ill-health (whether physical or mental) that made it unlikely that you would engage in Gainful Employment for which you were reasonably qualified by education, training or experience.

If the TPD Benefit paid is equal to your death Benefit, your cover will cease. If the TPD Benefit paid is less than your death Benefit, the remaining balance is payable on the earlier of your death or Terminal Illness, provided you remain an eligible member of the Fund, the applicable premium is paid, and cover has not ceased (subject to the terms and conditions of the Policy).

## Monthly insured benefits under Income Protection

#### **Total Disability Benefit**

If you have a continuous period of Total Disability for longer than the Waiting Period, the Insurer may pay a monthly benefit.

#### **Definition of Total Disability**

Totally Disabled and Total Disability means one of the following definitions of Total Disability which applies to an Insured Person at the Date of Disablement:

#### Part A: Usual Occupation:

If the Insured Person was working in Gainful Employment for 15 hours or more per week at the Date of Disablement (averaged over the 13 week period prior to the Date of Disablement or such shorter period if employed for less than 13 weeks immediately prior to the Date of Disablement), Total Disability and Totally Disabled means, in the insurer's opinion, the Insured Person, solely and directly as a result of Illness or Injury, is:

- **a** under the ongoing and appropriate regular care of a Medical Practitioner, is complying with the advice and following the treatment plan given by the Medical Practitioner;
- **b** where the Insured Person has been unable to work for three months or more, under the ongoing and appropriate regular care of a Specialist Medical Practitioner (unless the insurer agrees otherwise) is complying with the advice and following the treatment plan given by the Specialist Medical Practitioner;
- c not working in any occupation, whether or not for gain or reward, including the expectation of gain or reward; and
- **d** totally unable to perform each and every Income Producing Duty of their Usual Occupation;

#### OR

#### Part B Any Occupation:

If the Insured Person was working in Gainful Employment for less than 15 hours per week at the Date of Disablement and the amount of hours worked is not due to Illness or Injury (averaged over the 13 week period prior to the Date of Disablement or such shorter period if employed for less than 13 weeks immediately prior to the Date of Disablement), Total Disability and Totally Disabled means, in the insurer's opinion, the Insured Person, solely and directly as a result of Illness or Injury, is:

- a under the ongoing and appropriate regular care of a Medical Practitioner, is complying with the advice and following the treatment plan given by the Medical Practitioner;
- **b** where the Insured Person has been unable to work for three months or more, under the ongoing and appropriate regular care of a Specialist Medical Practitioner (unless the insurer agrees otherwise) is complying with the advice and following the treatment plan given by the Specialist Medical Practitioner;
- c not working in any occupation, whether or not for gain or reward, including the expectation of gain or reward; and
- d from the Date of Disablement totally unable to perform each and every Income producing duty of Any Occupation.

#### Amount payable

The monthly benefit available is up to 75% of your Declared Earned Income plus up to 12% of your Declared Earned Income as Superannuation Contributions Benefit (if selected), subject to the insurer accepting your application for insurance. The total monthly benefit cannot exceed \$30,000.

The Total Disability Benefit is payable monthly in arrears by way of instalments from the expiry of the Waiting Period until the earliest of:

- the first day on which you are not Totally Disabled the end of your Benefit Payment Period
- the date you reach age 65
- the date of your death.

The Waiting Period is the continuous period of days commencing from the Date of Disablement, and for which you have to be disabled before the Total Disability benefit or Partial Disability benefit is payable.

If, during the Waiting Period, you return to employment, the Waiting Period will still be regarded as continuous if your return to work is for five days or less and you again become disabled as a result of the same Injury or Illness. The days for which the Insured Person was in employment will be added to the Waiting Period. If you return to employment for more than five days, then a new Waiting Period will commence from when you are next Totally Disabled.

There may be circumstances where you participate in an Approved Rehabilitation Program which includes a return to Gainful Employment during the Waiting Period. If you are unsuccessful in returning to Gainful Employment as part of an Approved Rehabilitation Program at the same capacity as prior to becoming disabled, the Waiting Period will still be deemed to commence as at the first day you became Totally Disabled. Any days of Gainful Employment as part of an Approved Rehabilitation Program will not be added to the Waiting Period.

Where you are not Totally Disabled for everyday of the Waiting Period a Total Disability benefit will not be paid however you may be eligible for a Partial Disability Benefit.

#### **Partial Disability Benefit**

If you have been Totally Disabled for at least 14 consecutive days and you return to work in a partial capacity, you may be entitled to a Partial Disability Benefit, subject to meeting the applicable Waiting Period.

#### **Definition of Partial Disability**

Partially Disabled or Partial Disability means that, immediately following a period of at least 14 consecutive days of Total Disability, and as a direct result of the same Illness or Injury that caused the Total Disability, one of the following definitions of Partial Disability is applicable to an Insured Person:

#### Part A: Usual Occupation:

If the Insured Person was Gainfully Employed 15 hours or more per week at the Date of Disablement (averaged over the 13 week period prior to the Date of Disablement or such shorter period if employed for less than 13 weeks immediately prior to the Date of Disablement), Partial Disability and Partially Disabled means, in the insurer's opinion, the Insured Person, solely and directly as a result of Illness or Injury, is:

- **a** under the ongoing and appropriate regular care of a Medical Practitioner, complying with the advice and following the treatment plan given by the Medical Practitioner;
- **b** where the Insured Person has been unable to work for three months or more is under the ongoing and appropriate regular care of a Specialist Medical Practitioner (unless the insurer agrees otherwise) complying with the advice and following the treatment plan given by the Specialist Medical Practitioner;
- c not able to work:
  - i more than 32 hours a week if they were working at least 40 hours a week on average immediately before the start of the Waiting Period: or
  - ii more than 80% of their usual average working hours if they were working less than 40 hours a week on average immediately before the start of the Waiting Period; and
- d totally unable to perform at least one Income producing duty of their Usual Occupation;

#### Part B: Any Occupation

If the Insured Person was Gainfully Employed less than 15 hours per week and the amount of hours worked is not due to Illness or Injury (averaged over the 13 week period prior to the Date of Disablement or such shorter period if employed for less than 13 weeks immediately prior to the Date of Disablement), Partial Disability or Partially Disabled, means, in the Insurer's opinion, the Insured Person, solely and directly as a result of Illness or Injury, is:

- a under the ongoing and appropriate regular care of a Medical Practitioner, is complying with the advice and following the treatment plan given by the Medical Practitioner;
- **b** where the Insured Person has been unable to work for three months or more is under the ongoing and appropriate regular care of a Specialist Medical Practitioner (unless the insurer agrees otherwise) is complying with the advice and following the treatment plan given by the Specialist Medical Practitioner;
- c not able to work more than 80% of their usual average working hours if they were working less than 40 hours a week on average immediately before the start of the Waiting Period; and
- **d** totally unable to perform at least one Income producing duty of Any Occupation.

All work undertaken by the Insured Person must be approved by the insurer and the Insured Person's Medical Practitioner.

An Insured Person will be considered to be able to perform an Income producing duty of their Usual Occupation or Any Occupation (as applicable) if they refuse to accept:

- a any reasonable modification or substitution of that duty; or
- **b** the use of any appropriate assistive aids, including those available to them through the insurer's Rehabilitation Service, that would enable the Insured Person to perform that duty.

If you are Partially Disabled, the Insurer may pay an insured monthly benefit from the later of the first day after the Waiting Period and immediately upon you ceasing to be Totally Disabled.

#### Amount payable

The Partial Disability Benefit is payable monthly in arrears by way of instalments from the expiry of the Waiting Period until the earliest of:

- the first day on which you are not Partially Disabled
- the end of your Benefit Payment Period
- the date you reach age 65
- the date of your death.

A Partial Disability Benefit is a proportionate benefit of the monthly benefit you would receive if you were Totally Disabled and is calculated as follows:

(A - B) x Total Disability Benefit

Α

#### where:

- A is your Declared Earned Income
- B is your Return to Employment Income as determined by the Insurer

#### **Superannuation Contributions Benefit**

This Income Protection option allows you to continue to build your super while you are not working and are entitled to a Total or Partial Disability Benefit. This means the Insurer may make contributions to your super account on your behalf while you are receiving a Total Disability or Partial Disability Benefit.

#### Amount payable

If you have this benefit, the maximum Superannuation Contributions Benefit payable is the lesser of your insured amount for the Superannuation Contributions Benefit and 12% of your Declared Earned Income.

For the purpose of calculating your Declared Earned Income for this benefit your employer's mandated and/or voluntary superannuation contributions (but not including any salary sacrifice contributions made at your request) are not included.

These contributions by the Insurer are taxed at 15% in the Fund and are treated as concessional contributions for the purposes of the contributions caps.

## Examples of scenarios using Superannuation Contributions Benefit (SCB)

#### Claims Scenario 1

In this scenario, Sam's Sum Insured is \$5,000 per month, and his Declared Earned Income also stands at \$5,000 per month. The maximum benefit payable is determined by the lower of two factors:

- a The Sum Insured amount of \$5,000.
- **b** 75% of the Declared Earned Income, which, in this case, is \$3,750 (75% of \$5,000).

Based on the above, the lower amount is \$3,750, making Sam's monthly benefit \$3,750 gross per month.

The Superannuation Contributions Benefit (SCB) is 12% of the Declared Earned Income, amounting to \$600 in this example.

Adding the monthly benefit of \$3,750 and the SCB of \$600 results in a total of \$4,350, which is lower than the Sum Insured amount of \$5,000. Therefore, Sam is entitled to \$3,750 gross per month, and an additional \$600 per month contributed to Sam's superannuation fund.

#### Claims Scenario 2

In this scenario, Kirk's Sum Insured is \$4,000, while his Declared Earned Income is \$5,000 per month. As per Scenario 1, Kirk's monthly benefit is calculated at \$3,750 gross per month, and the Superannuation Contributions Benefit (SCB) is determined to be \$600. However, the maximum amount Kirk can receive is \$4,000, matching his Sum Insured amount. Consequently, Kirk's monthly benefit will be capped at \$4,000 so his SCB amount will be adjusted to \$250 per month.

In this example, Kirk receives \$3,750 gross per month, with an additional \$250 per month contributed to Kirk's superannuation fund.

#### **Interim Accident Benefit**

Prior to acceptance by the Insurer of an application for insurance, the Insurer may provide you with Interim Accident cover for the type of cover you applied for (death, death and TPD or Income Protection cover), where the claim results directly from an Accident.

#### When is an Interim Accident Benefit payable?

You are entitled to an Interim Accident Benefit if the Accident occurred after the Administrator receives your fully completed Insurance application form and before the earliest of:

- the application is withdrawn
- the Insurer advises the Trustee they have declined the Interim Accident cover (where permitted to do so by law)
- the Insurer declines the application
- the Insurer accepts the application, conditionally or unconditionally, then either:
  - 30 days from the date that the Insurer notifies the Trustee of your acceptance
  - the date the cover commences in the Fund
- 90 days from the date the Insurer receives the fully completed application, however, if the Insurer requests further information and that information is received prior to the end of the 90 days, the period of cover may be extended by a further 30 days and will continue to be extended for a further 30 days subject to receipt of required information to a maximum of 180 days, or
- in case of an application to increase cover, the date you cease to be an insured member of the Fund.

If the application is for death only or death and TPD, Interim Accident cover will begin on the date the Administrator receives your fully completed Insurance application form.

#### When is an Interim Accident Benefit payable?

If the application is for Income Protection, then if, as a result of an Accident, you have a continuous period of Total Disability for longer than the Waiting Period, an interim disability benefit is payable from the first day after the Waiting Period until the earliest of:

- the first day upon which, in the Insurer's reasonable opinion, you are no longer Totally Disabled or Partially Disabled
- the date you reach age 65
- the date of your death, or
- the end of your Benefit Payment Period.

An Accident is defined to be an unforeseen, violent, external and visible event occurring during the period of cover.

An Interim Accident Benefit is not payable if the Injury:

- can reasonably be attributed to a Pre-existing Condition
- is due to suicide
- is self-inflicted (whether intentional or not)
- is due to any exclusion the Insurer would have applied to the cover if it had been accepted
- is, for Total Disability or Partial Disability due to:
  - uncomplicated pregnancy or childbirth;
  - war or acts of war, whether declared or not;
  - service in the armed forces of any national or international organisation (other than non-active service within Australian armed forces reserve units).

Also, an Interim Accident Benefit will not be payable if you failed to comply with your disclosure obligations to the Insurer when applying for cover.

# Amount payable

The amount of the benefit payable under the Interim Accident cover will be the amount of the benefit you specify when applying for insurance, subject to a maximum of \$3 million for death only cover and death and TPD cover, (less any existing cover you have) and a maximum of \$15,000 per month for Income Protection cover (and the maximum insured percentage).

# Death Benefit when receiving a disability benefit

If you die while receiving an insured Total Disability or Partial Disability Benefit you will receive an additional lump sum.

#### Amount payable

The additional lump sum will be equal to one quarter of the annual Total Disability Benefit payable.

# **Automatic reduction of TPD Benefit\***

Your TPD Sum Insured will reduce annually as at 1 July from age 61 next birthday, as shown in the following table.

TPD reduction table		
As at 1 July, your age next birthday	TPD Benefit as % of your original cover	
60 or less	100%	
61	90%	
62	80%	
63	70%	
64	60%	
65	50%	
66	40%	
67	30%	
68*	Nil	

<sup>\*</sup> TPD cover ceases when you turn 67, death cover will continue through to when you turn 75 (subject to policy terms)

# Example: Insurance cover based on a fixed death and TPD Benefit of \$250,000

TPD reduction table	
As at 1 July, your age next birthday	TPD Benefit
60 or less	\$250,000
61	\$225,000
62	\$200,000
63	\$175,000
64	\$150,000
65	\$125,000
66	\$100,000
67	\$75,000
68*	Nil

 $<sup>\</sup>mbox{\,^{\ast}}$  TPD cover will cease on your 67th birthday and death only cover will continue.

#### **Life Events Cover increases**

You may apply for an increase to your death, death and TPD or Income Protection cover without providing medical advice if one of the following Life Events occurs:

- you marry
- you enter into or cease a de-facto relationship
- the birth of your child
- the adoption of a child by you
- your dependant child starts secondary school
- you complete your first undergraduate degree at an Australian university
- you divorce
- you take out a mortgage with a mortgage provider or lender who holds an Australian Credit Licence on the purchase of your primary place of residence (either alone or jointly with another person)
- you increase your existing mortgage with a mortgage provider or lender who holds an Australian Credit Licence for the purpose of building or renovating your primary place of residence.

You may apply for an increase of your cover due to a Life Event only once in any 12 month period. To apply for this increase in cover, you need to:

- submit the application to the Administrator within 120 days of the Life Event
- provide the Administrator with satisfactory evidence of the occurrence of the Life Event within the required timeframe.

For death or death and TPD cover, the maximum increase for each Life Event application should be the lesser of the following:

- 25% increase from the existing cover
- the total amount or amount of increase of the mortgage you are taking out (where applicable)
- \$200,000.

The total level of cover after the increase can be no more than \$3 million

For Income Protection cover, the maximum increase for each Life Events cover application should be the lesser of:

- \$2,500 per month
- 25% increase from the existing cover.

The total level of cover after the increase will be the lesser of the following:

- \$25,000 per month
- your selected insured percentage or 75% of your Declared Earned Income, plus Superannuation Contributions Benefit of up to 12% of your Declared Earned Income (if you have selected this option).

You are not eligible for a Life Events cover increase if:

- your insured benefit has increased during the previous 12 months for a Life Event
- your insured benefit following the increase will exceed the maximum benefit allowed following a Life Event increase
- in any 12 month period, the amount of benefit increase exceeds 25% of your insured benefit before the benefit increase
- you have applied for an increase of cover during the previous 12 months
- you have had an application for death, death and TPD or Income Protection cover declined or had a loading, limitation or exclusion added
- you suffer from a serious Illness that may cause a Terminal Illness or permanent inability to work

- you have been diagnosed with an Illness that reduces your life expectancy to less than 12 months
- you are above age 60
- for Income Protection cover and Total and Permanent
  Disablement cover you are engaged in a Hazardous Occupation
- due to an Illness, Accident or Injury, you are off work (or have been off work in the previous 12 months for more than six days), or unable to perform your full and normal duties on a Full-time basis (for at least 30 Hours Per Week) even though your actual employment may be Full-time, part-time or casual
- you have made, or are entitled to make, a claim for any Injury or Illness through Workers' Compensation, sickness benefit, invalid pension or any insurance policy providing TPD cover, accident or sickness cover.

An application for Life Events cover may be accepted or rejected by the Insurer. If your Life Events cover increase is accepted by the Insurer it will commence from the date the Insurer accepts your application. If you are not At Work on the commencement date, your increased cover will be Limited Cover for the first 24 months. You will remain on Limited Cover after the first 24 months until the date you have been At Work for 30 consecutive days.

Life Events cover increases are subject to the current exclusions and limitations under the Policies including any exclusions and limitations applying to your existing cover and the increase will not be payable if your claim arises from suicide or an intentional self-inflicted act or Injury within the first 13 months of the commencement date of the Life Event increase.

You may be eligible for Interim Accident cover in relation to your Life Events cover increase application.

#### Adjusting Income Protection with salary increases

You may apply for an increase of your Income Protection cover within 60 days of the effective date of a salary increase.

When you apply, you must provide proof of your new salary, the effective date and the amount of the increase in your salary.

For your Income Protection cover to increase due to salary increase, the requested increase of your cover must be agreed by the Insurer based on your application. The Insurer may agree to increase your Income Protection cover without Underwriting, if you meet each of the following conditions:

- · your employer confirms your salary increase in writing
- your insured benefit has not increased during the previous 12 months.

The maximum increase should be the lesser of:

- \$2,500 per month
- 25% increase from the existing cover.

The total level of cover after the increase will be the lesser of the following:

- \$25,000 per month
- your insured amount up to a maximum of 75% of your Declared Earned Income, plus Superannuation Contributions Benefit of up to 12% of your Declared Earned Income (if you have selected this option).

You are not eligible for an increase if:

- your insured benefit has increased during the previous 12 months
- your insured benefit following the increase will exceed the maximum benefit allowed following a Salary increase
- in any 12 month period, the amount of benefit increase exceeds 25% of your insured benefit before the benefit increase

- you have applied for an increase of cover during the previous 12 months
- you have had an application for death, death and TPD or Income Protection cover declined or had a loading, limitation or exclusion added
- you suffer from a serious Illness that may cause a Terminal Illness or permanent inability to work
- you have been diagnosed with an Illness that reduces your life expectancy to less than 12 months
- you are above age 60
- for Income Protection cover you are engaged in a Hazardous Occupation
- due to an Illness, Accident or Injury, you are off work (or have been off work in the previous 12 months for more than six days), or unable to
  perform your full and normal duties on a full-time basis (for at least 30 Hours Per Week) even though your actual employment may be fulltime, part-time or casual
- you have made, or are entitled to make, a claim for any Injury or Illness through Workers' Compensation, sickness benefit, invalid pension or any insurance policy providing TPD cover, accident or sickness cover.

An application may be accepted or rejected by the Insurer. If your cover increase is accepted by the Insurer it will commence from the date the Insurer accepts your application. If you are not At Work on the commencement date, your Life Events cover increase will be Limited Cover for the first 12 months. You will remain on Limited Cover after the first 12 months until the date you have been At Work for ten consecutive days.

The cover increase is subject to normal exclusions and limitations under the Policy.

You may be eligible for Interim Accident cover while you are applying for cover due to a salary increase.

#### **Other Income Protection Benefits**

Income protection ber	Income protection benefits payable			
Type of benefit	Definition	Amount payable		
Approved rehabilitation benefit	If you are suffering a Total Disability or Partial Disability, the Insurer may pay for the cost of approved rehabilitation if the Insurer reasonably considers the program likely to assist in your rehabilitation, provided the Insurer and your Medical Practitioner have approved the program of rehabilitation prior to the program being undertaken.	The cost of the approved rehabilitation program.		
Benefit escalation	If you have been receiving a Total Disability or Partial Disability Benefit for a continuous period of 12 months or more, the Insurer will increase your benefit payments from each anniversary date of the claim.	The benefit payments will be increased annually whilst on claim, by the lesser of the increase in the CPI and 5%. The increase will occur on the first payment of the benefit after your benefit payment anniversary.		
Premium waiver	The Insurer will waive the insurance premium for your Income Protection cover while you are entitled to a Total Disability or Partial Disability Benefit.	The amount of the Income Protection premium due at that time.		

# Limitations and exclusions to your insured cover

# Cover while on leave without pay

While on Employer Approved Leave without pay, provided premiums continue to be paid and you remain insured:

- a Your death cover will continue.
- **b** Your TPD cover will continue.
- c Your Income Protection cover will continue for up to 24 months unless the Insurer agrees in writing to an extension before the expiry of the 24 month period. For the first 24 months of leave without pay your claim will be assessed in accordance with the definition of Total Disability applicable to you based on your occupation immediately before you took the leave without pay.

#### Cover while unemployed

#### **Death and TPD cover**

Your TPD cover will continue even if you become unemployed but the definition of TPD under which you can claim may change. You can refer to the TPD definition on page 15 to understand which will apply to your circumstances.

#### **Income Protection cover**

- If you become unemployed and then find employment within six months, cover will continue subject to ongoing premium payments. However, if you do not find employment within six months, your Income Protection cover will cease.
- No benefit is payable if you are unemployed on your Date of Disablement. See examples below.

#### Examples of scenarios while unemployed

#### Claims Scenario 1

Sam finishes employment with Employer A on 16/06/2023. Sam goes on holiday before commencing with Employer B on 17/07/2023. Whilst on holiday, Sam suffers an injury/illness on 2/07/2023 and consults a doctor on the same day and is certified Totally Disabled from 02/07/2023.

Sam is not eligible to claim the benefit due to being unemployed at the Date of Disablement, considered to be 02/07/2023.

#### Claims Scenario 2

Charlie suffers an injury on 30/04/2023. Charlie resigns from employment on 05/06/2023 to focus on recovery from their injury but without consulting with a Medical Practitioner. Charlie's condition does not improve and consults a Medical Practitioner for the first time and is certified Totally Disabled from 15/07/2023 and this date is taken as the Date of Disablement.

Charlie is not eligible to claim the benefit due to being unemployed at the Date of Disablement.

#### Cover while overseas

You are covered worldwide 24 hours a day, seven days a week, subject to the terms of the insurance Policy.

If you are residing, travelling overseas or employed overseas, provided premiums continue to be paid, your Death, TPD and Income Protection cover may continue subject to limitations and exclusions described above for a maximum period of three continuous years, unless the insurer has agreed to an extension. It is your responsibility to advise the Trustee accordingly. In the event that you need to claim on your benefits you may be required to return to Australia for any medical assessments or other required assessments as requested by the Insurer or the Trustee.

#### **Limitations to insured Death Benefits**

Any death Benefit paid to your account or your estate will be reduced by the amount of any benefit you may have already received under these insurance arrangements for Terminal Illness or TPD. It is important to note that, in the situation where your cover for death is higher than the TPD or Terminal Illness Benefit, the death cover reduced by the amount of any TPD or Terminal Illness payment will continue even after a TPD or Terminal Illness claim has been paid subject to the relevant premiums continuing to be paid and other relevant Policy terms and conditions.

#### **Limitations to Income Protection Benefits**

Any insured Total Disability or Partial Disability Benefit payable to you may be reduced by Other Payments including all amounts paid or payable in connection with, or arising out of, the Injury or Illness for which you are entitled to receive a benefit for, from:

- a Workers' Compensation schemes
- **b** motor accident compensation
- c statutory compensation, pension, social security or similar schemes
- d benefits paid under state or federal legislation, such as the Department of Veterans' Affairs
- e income benefits from other disability income insurance policies or super funds
- f employer funded sick leave personal leave, annual leave, or any other employer-paid leave entitlements.

Pension or annuity payments from a super fund (except for a disability pension), TPD benefits and payments from Centrelink, the Department of Veterans' Affairs or other Government benefits that are not related to your personal exertion are excluded from the above list.

The reduction in the Total Disability Benefit or Partial Disability Benefit will be by an amount so that the total received by you from all sources does not exceed the agreed insured percentage of your Declared Earned Income.

Any Superannuation Contributions Benefit payable to you will be reduced by all amounts paid or payable for you from other sources such as the employer's superannuation guarantee obligations, award or industrial agreement obligations or additional voluntary contributions during a period of Total or Partial Disability.

(A - B)

where;

- A is the Total Disability or Partial Disability Benefit payable
- B is the Other Payments as outlined above

# Example of a Limitation to your Income Protection Benefit calculation

Molly is currently not working due to an Injury and has an accepted Income Protection claim for which she is in receipt of a Total Disability benefit of \$3,000.00 per month. Molly's Injury was sustained at work so concurrently to her Income Protection claim, she is also in receipt of a benefit from another disability income insurance policy for which she receives \$1,000.00 per month.

Based on this example, Molly's benefit will be calculated as follows:

\$3,000.00 - \$1,000.00 = \$2,000.00

#### **Exclusions**

No insured death, Terminal Illness or TPD Benefit shall be payable where a claim arises from:

- a suicide (excluding voluntary assisted dying) occurring in the first 13 months after the date that the cover commences or is reinstated after having lapsed for any reason
- **b** TPD as a result of an intentional self-inflicted act or intentional self-inflicted injury by you
- c any such exclusion as the Insurer may apply to you as a condition of acceptance of cover.

No Income Protection Benefit of any type is payable if your Total Disability or Partial Disability arises from any of the following:

- 1 intentional self-inflicted injury
- 2 uncomplicated pregnancy or childbirth
- 3 war or acts of war whether declared or not
- 4 service in the armed forces of any national or international organisation (other than non-active service within Australian armed forces reserve units within Australia) where the service was in the five years prior to the Date of Disablement
- 5 any exclusion or restriction the Insurer may apply to you as a condition of acceptance of cover.

#### When does cover cease?

Your cover will continue without the need to provide any further health evidence subject to the terms and conditions outlined in this guide.

If you have both TPD and Income Protection cover you may be able to make a claim for TPD, even if you have claimed a Total Disability Benefit under Income Protection, provided the relevant terms and conditions to claim each benefit are satisfied.

Your cover will cease, without any notification from us or the Insurer, when any of the following events occur.

Cover cessation table			
Situation	Death	TPD	Income Protection
On the day you reach age 65	N/A	N/A	✓
For death cover on the day you reach age 75	✓	N/A	N/A
The date the Trustee accepts your request to terminate your cover	✓	✓	✓
The date the Policy that the Trustee has with the Insurer terminates	✓	✓	✓
The expiry of 24 months of the approved leave without pay, unless otherwise agreed by the Insurer in writing prior to the expiry of such leave	N/A	N/A	✓
The date a Terminal Illness or TPD Benefit becomes payable that is equal to the whole amount for death under the Policy	✓ Terminal Illness	✓	N/A
28 days after the Trustee has issued a lapse notice to you and the premium remains unpaid	✓	✓	✓
The date of your death	✓1	✓	✓
Six months from the date you ceased to be last employed	N/A	N/A	✓
The date you permanently retire from the workforce	N/A	N/A	✓
The date we determine that your account is inactive <sup>2</sup> and you have not made an election to maintain your cover	✓	✓	✓

Note: in the above table '\sigma' denotes the insurance cover specified in the relevant column will cease upon occurrence of the event described in the relevant row. "N/A" means the event described in the relevant row is not applicable to the cessation of the insurance cover in the relevant column.

- 1. A claim may still be able to be made for any eligible death Benefit and TPD Benefit.
- 2. As per the Protecting Your Superannuation Package that became law on 1 July 2019, your account is inactive if a contribution or rollover has not been received into your account for 16 months or more. We are required to notify you after 9, 12, and 15 months of inactivity and you can opt in to maintaining your cover at any time by completing the 'Opt-in to maintain insurance cover form' or online via InvestorHUB.

# What do you need to know about making a claim?

While we hope you do not ever need to make a claim, the following information will assist with the claims process. Any insured benefit to which you may be entitled for death only and death and TPD will be paid in addition to your super account balance (less applicable fees and taxes).

#### How to make a claim

Please contact your financial adviser or call the Administrator on 1300 319 363. To make a claim, you need to notify the Administrator as soon as you can of an event that is likely to give rise to a claim. Once you have informed the Administrator about your claim, we will send you (or the beneficiary of your Rhythm Super account in the case of your death) a list of the initial requirements and the claim forms which need to be completed and returned to us. The claim forms will generally require relevant medical certificates, Medical Practitioners' reports, employer reports and relevant evidence of the claim. You are responsible for meeting any costs in completing the claim forms including any associated documents.

The sending of your claim form by us to the Insurer does not constitute an admission of liability in respect of any claim.

To assist with the assessment of your claim, you may receive a request for additional information or be required to undergo an examination by a Medical Practitioner or relevant professional of the Insurer's choice including pathology tests.

The Insurer will meet the costs in relation to this additional information. If you fail to attend any pre-arranged medical examination, then you will be liable to pay any fees incurred. It is important that all information requested is submitted, otherwise your claim may be delayed while we are waiting for that information.

# Payment of a claim

After considering the evidence provided, we and the Insurer will decide if you meet the relevant definition of your cover and whether you're entitled to receive a payment.

Payment of your Sum Insured will be made to us and we will credit the proceeds to your super account. A death or TPD Benefit will not be released until a condition of release had been met and your claim is approved by our Trustee Benefit Review Team.

Income Protection claims, once approved, will be paid to you by the Insurer after the applicable tax is deducted. Please note that, as the insurance benefits are paid by the Insurer, the Insurer's payment of the insurance benefit is conditional on the Insurer accepting your claim.

#### Incorrect age

If your age is incorrectly stated, we and the Insurer have the right to adjust the premium or the benefit based on your correct age.

# Claims after your cover has ceased

If a claim event occurs prior to the date your cover ceased or terminated you may still be eligible for that claim to be considered by the Insurer, subject to the terms and conditions of the Policy.

# Claims while overseas

In the event you suffer TPD, a Total Disability or Partial Disability while overseas, the Insurer may require you to return to Australia at your own expense for assessment of your claim. You will need to provide medical certification issued by a Medical Practitioner approved by the Insurer and any other information or evidence that may reasonably be required.

## What to do if your claim is declined

If you are not happy with a decision made about your claim, you can request us to reconsider our decision. Our Trustee Benefit Review Team will review your claim and may make a representation to the Insurer on your behalf.

If you are not satisfied with the outcome you can raise your issues with the Australian Financial Complaints Authority (AFCA). More details about the complaints process and contact details for the AFCA can be found in the 'Complaints' section of the PDS.

# Special conditions relating to Income Protection claims

#### **Waiting Period**

A Total Disability benefit or Partial Disability benefit will only be payable after the expiry of the Waiting Period.

The Waiting Period is the continuous period of days, commencing from the Date of Disablement a, and for which you have to be disabled before the Total Disability benefit or Partial Disability benefit is payable.

If, during the Waiting Period, you return to employment, the Waiting Period will still be regarded as continuous if your return to work is for five days or less and you again become disabled as a result of the same Injury or Illness. The days for which you were in employment will be added to the Waiting Period.

If you return to employment for more than five days, then a new Waiting Period will commence from when you are next Totally Disabled.

There may be circumstances where you participate in an Approved Rehabilitation Program which includes a return to Gainful Employment during the Waiting Period. If you are unsuccessful in returning to Gainful Employment as part of an Approved Rehabilitation Program at the same capacity as prior to becoming disabled, the Waiting Period will still be deemed to commence as at the first day you became Totally Disabled and will not recommence if the return to employment is greater than five days. Any days of Gainful Employment as part of an Approved Rehabilitation Program will not be added to the Waiting Period.

#### **Example of a Waiting Period**

Joe has Income Protection cover with a 90 day Waiting Period, a Benefit Payment Period of five years and a monthly benefit of \$3,000. On 20 June 2023 Joe was injured and ceased work. On 1 July 2023, Joe was certified by a medical practitioner as being Totally Disabled. Joe submitted a claim to the Insurer which was accepted. Joe does not receive any benefit during the Waiting Period which ends 90 days after 1 July, being 28 September 2022.

Joe is entitled to receive his first monthly benefit of \$3,000 from 29 September 2022. Benefits are paid monthly in arrears and his first payment would be on 29 October 2023. He continues to receive his monthly benefit payment while he remains Totally Disabled, or a lesser amount if Partially Disabled, until 28 September 2027 (subject to the Policy terms and conditions).

#### **Recurrent claims**

If you've been receiving an Income Protection Benefit payment and return to Gainful Employment, but within six months of benefit payments ending you again become Totally Disabled or Partially Disabled as a result of the same or related Illness or Injury and you are still covered, the Insurer will regard it as a continuation of your previous claim. The Waiting Period will not apply and the Insurer will pay the benefit as a continuation of the previous claim. However, your Benefit Payment Period will be reduced by the period that a benefit was paid or payable under your previous claim.

# Section 6 – Significant risks

As with the purchase of any financial product, you should consider the risks that may impact your super insurance arrangement.

# Main risks that may affect your insurance cover

Type of risk	Description
Pre-existing Conditions risk	If you apply for cover, or an increase in cover, you must disclose any Pre-existing Conditions if requested. Non-disclosure could result in a claim being declined or the Insurer avoiding your insurance cover.
Non-disclosure risk	If you fail to comply with your disclosure obligations to the Insurer the Insurer may be able to decline a claim, avoid your insurance cover or reduce the amount of benefit payable to you.
Variation of terms and conditions risk	The Trustee is able to change the terms and conditions of your insurance arrangements by giving at least 30 days' prior written notice.
Variation of premium rates risk	The Trustee has the right to increase the premium rates (outside of the normal age changes which take place automatically each 1 July) by giving you 30 days' prior written notice.
Change of Insurer risk	The Trustee has the right to change the Insurer by giving you 30 days' prior notice.
Replacing or changing your insurance	The terms and conditions between insurance policies can vary significantly and it is important that you compare the differences when you are looking at replacing or cancelling your insurance cover. There is a risk that your new cover may not provide the same benefits or have pre-existing restrictions or other limitations that did not exist under your old insurance arrangement or Policy. It is important that you also consider the risk that you might not be covered for a period of time if you cancel your insurance before the new insurance commences.
Future insurability	There is a risk as you get older or where you develop a health or medical condition that you may not be able to obtain insurance or insurance without a significant premium loading/restriction. Therefore, it is recommended that you consider your insurance needs now or take this into consideration if you are contemplating the cancellation of your cover.
Limitations and exclusions to cover	Limitations and exclusions which apply may vary between insurance policies. It is important that you understand the limitations and exclusions which apply to your cover.
Low account balance	There is a risk that your cover might lapse if there are insufficient funds in your super account to pay your insurance premiums. To avoid this happening, you may need to make further contributions to ensure that there are sufficient funds in your super account to pay the premiums when due.

# Section 7 – Key words and phrases explained

This section helps explain some of the key terms used in this guide.

Key word	Definition
Accident	An unforeseen, violent, external and visible event during the period of cover.
Any Occupation	Means any occupation the Insured Person is suited for after consideration of their work experience, training, education and transferable skills regardless of whether the work or employment is available.
	This includes suitable alternate occupations where up-skilling or retraining is required, and the training course/program can be completed within 12 months on a full-time basis.
Approved Rehabilitation Program	A program, device or course of treatment certified in writing by a Medical Practitioner to be necessary for the rehabilitation of a person but excluding any program providing hospital treatment or an ancillary health service within the meaning of the <i>National Health Act 1953 (Cth)</i> or any other program which might cause the Policy to cease to be exempt from the relevant Health Insurance Legislation.
At Work	<ul> <li>A person who is:</li> <li>a employed with an employer: The person is actively performing or capable of actively performing all of the duties and work hours of their Usual Occupation with their employer free from any limitation due to Illness or Injury. A person who is on Employer Approved Leave for reasons other than Illness or Injury, who would otherwise be capable of performing their Usual Occupation, will be considered as having met the requirements of this definition, or</li> <li>b self-employed: The person is actively performing or capable of actively performing all of the duties and work hours of their Usual Occupation on a Full-time Basis free from any limitation due to Illness or Injury, or</li> <li>c unemployed: The person is capable of actively performing all of the duties and work hours of their Usual Occupation on a Full-time Basis prior to becoming unemployed, free from any limitation due to Illness or Injury, or</li> <li>d engaged exclusively in unpaid Domestic Duties on a Full-time Basis: The person is actively performing all of their domestic duties free from any limitation due to Illness or Injury, and</li> <li>e the person is not entitled to, or receiving, income support benefits relating to an Illness or Injury, from any source including but not limited to Workers' Compensation benefits, statutory transport accident benefits and disability income benefits.</li> </ul>
Benefit Payment Period	The maximum period for which an Income Protection Benefit is payable in relation to the same or related Illness or Injury, excluding the Waiting Period.
Consumer Price Index (CPI)	The percentage change in the Consumer Price Index (Weighted Average All Capital Cities) as last published by the Australian Bureau of Statistics prior to the effective date of calculation.
Date of Disablement	<ul> <li>Means, unless we agree otherwise, the later of the following:</li> <li>a the date the Insured Person ceases to work due to Injury or Illness; and</li> <li>b the date a Medical Practitioner has stated, in a written format acceptable to us, as being the date that the Insured Person suffered from the Illness or Injury that is the principal cause of the Insured Person's inability to work.</li> <li>If however, (b) is less than seven days after (a) then we will treat the Insured Person's Date of Disablement as being the date determined under (a).</li> </ul>
Declared Earned Income	<ul> <li>Means the lesser of:</li> <li>a the Insured Person's annual earnings most recently agreed by you and us in writing; or</li> <li>b if the Insured Person is:</li> <li>i Self-employed or unemployed, the Insured Person's average monthly earnings over the last two financial years that have ended immediately before the start of the Waiting Period; or</li> <li>ii an Employee (and the Insured Person is not Self-employed), the Insured Person's average monthly earnings immediately before the start of the Waiting Period.</li> <li>If the Insured Person is on unpaid Employer Approved Leave, Declared Earned Income will be calculated based on the period immediately before the Insured Person went on unpaid Employer Approved Leave.</li> <li>In the case of an Insured Person who has multiple roles to whom a combination of these situations applies, the elements of the Insured Person's Declared Earned Income are taken together.</li> </ul>

Key word	Definition
DSM	Means the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published
	by the American Psychiatric Association (APA).
	If the Diagnostic and Statistical Manual of Mental Disorders is no longer used or published, the Insurer will use another manual similar to it for the determination as determined by the Royal Australian and New Zealand College of Psychiatrists
Earned Income	Means for a member who is:
	a an employee, the remuneration package including:
	<ul> <li>salary, wages, director's fees, allowances, packaged fringe benefits, pre-tax superannuation contributions; plus</li> </ul>
	ii regular commissions, bonuses and overtime payments (having regard to the last three years).
	<b>b</b> Self-employed, the Insured Person's share of the net profit and/or net loss of the business, whether the income is paid to them or not.
	Income from the Insured Person's business is calculated after the deduction of expenses necessarily incurred or normally required in producing that income but before the deduction of tax.
	Where the business income, expenses, profits or losses are accounted for in multiple business entities and/or structures, we will consider all these entities in determining Earned Income.
	Where income is split with or paid to a family member who is not involved in the generation of that income, we will allocate that income (minus remuneration expenses commensurate with the role of the family member) to the Insured Person.
	In the case of an Insured Person who has multiple roles to whom a combination of these situations applies, Earned Income will be the total combined amount received by the person.
	Income paid from other disability income policies, retirement plans, lump sum disability payments, rental income and investment income are some examples of income we would not consider part of Earned Income.
Employer Approved Leave	Means leave (including unpaid leave) that has been granted by the employer in accordance with the employer's employment practices, supportable by documentary evidence.
Everyday Work Activities	Means the following activities:
	a Mobility – the Insured Person can do the following:
	i walk without assistance more than 200m on a level surface without stopping; and
	<ul><li>ii bend, kneel or squat to pick something up from the floor from a standing position and straighten up again;</li></ul>
	<b>b</b> Communicating – the Insured Person can do the following:
	i speak in a language so that they are understood in a quiet room;
	ii understand a simple message in their first language, and relay that message to another person; and
	iii hear, which means the Insured Person has not suffered the irrecoverable profound loss of all hearing in both ears, resulting in an auditory threshold of 91 decibels or greater, averaged at frequencies 500 hertz, 1000 hertz and 3000 hertz, both natural and assisted, as certified by an appropriate Specialist Medical Practitioner approved by the Insurer;
	c Vision – The ability to see which means the Insured Person has not suffered the total and irrecoverable loss of sight (whether aided or unaided) of both eyes as a result of Illness or Injury to the extent that:
	i Corrected visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60; or
	ii Constriction of the visual field is reduced to 20 degrees or less in the better eye, irrespective of corrected visual acuity; or
	iii A combination of visual defects resulting in the same degree of visual impairment as that occurring in the above points;
	<b>d</b> Lifting – The Insured Person can lift a 5 kg weight with either or both hands from a bench/table height, carry it over a 5 metres distance and place it back down at a bench/table height; and
	<b>e</b> Manual dexterity – The Insured Person can use their hands or fingers to manipulate small objects with precision (such as picking up a coin or fastening shoelaces or buttons, using cutlery, or using a pen or keyboard to write a short note).

Key word	Definition
Full-time Basis	At least 30 Hours Per Week
Gainfully Employed/Gainful Employment	Means employed or Self-employed for gain or reward, where gain or reward includes the receipt of remuneration such as salary wages, business income, bonuses, commissions, fees or gratuities, in return for personal exertion
Hazardous Occupation	Means an occupation that the Insurer determines as an Occupation involving hazardous or very heavy manual work or other such Occupation presenting particular underwriting difficulties.
	Includes unskilled workers, those involved in hazardous or very heavy manual work and/or specific occupations as decided by the Insurer (however this is not an exhaustive list):  offshore oil rig workers  fishermen  forest workers  workers in mining or drilling and explosive  underground/underwater workers  workers at heights, including riggers, scaffolders  seasonal workers/industries with a high proportion of seasonal or casual workers (such as fruit picking)  airline and air force workers  prison services  brick and concrete labourers  firemen and policemen  truck drivers – interstate, long distance, oil and gas, tow  professional sportspeople or entertainers
Health Insurance Legislation	<ul> <li>bicycle courier.</li> <li>Means the National Health Act 1953 (Cth), Health Insurance Act 1973 (Cth), Private Health Insurance Act 2007 (Cth) or any similar legislation or regulation in connection with health insurance, as amended from time to time.</li> </ul>
Hours Per Week	Hours Per Week is based on the terms of your usual employment (or previous employment if unemployed) and averaged over the consecutive 13 week period prior to the relevant date of application of this definition, for example  Date of Disablement in case of TPD cover, or  prior to the date cover commences in case of Income Protection cover, or  such shorter period if employed for less than 13 weeks immediately prior to the applicable date.
Illness	Sickness or disease that occurs during the period during which you have cover under the Policy.
Income producing duty	Means a duty of an Insured Person's Usual Occupation which generates their Declared Earned Income.  Duties means the activities or tasks that are normally required for, and form a significant and integral part of, the performance of the Insured Person's occupation that cannot be omitted or modified.  Duties do not include:  a activities or tasks which are not necessary to perform the occupation within the trade/profession (for example, duties that are not necessary with another employer or within another business); or  b the commute to and from a place of work.

Key word	Definition
Injury	Bodily injury solely resulting from an Accident that occurs during the period during which you have cover under the Policy.
Insured Person	<ul> <li>A person who has cover under the Policy and is:</li> <li>accepted as an Insured Person in writing, or</li> <li>who meets the Eligibility Criteria specified in the Policy.</li> </ul>
Limited Cover	Cover for claims arising from an Illness for which the symptoms first became apparent or an Injury which first occurred on or after the date cover commenced, recommenced, was reinstated or increased and the Illness or Injury is not caused directly or indirectly from an Illness or Injury the signs or symptoms existed prior to the commencement of the Limited Cover.
Medical Practitioner	<ul> <li>Means, unless we agree otherwise:</li> <li>a if the claimed condition is a psychological condition we require the condition to be diagnosed in accordance with the latest edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), and the definition of a medical practitioner means a person who is legally qualified and registered as a practicing psychiatrist by the relevant medical registration boards and/or the Specialist Recognition Advisory Committee coordinated through the Australian Health Insurance Commission;</li> <li>b otherwise, a medical practitioner legally-qualified and registered to practice in Australia, but shall not include chiropractors, physiotherapists, psychologists or alternative health providers.</li> <li>The medical practitioner cannot be: <ol> <li>the insured member;</li> <li>the insured member's spouse or partner in a de facto relationship, parent, child, sibling or close family relative;</li> <li>the insured member's business partner, associate, employer or employee; or</li> <li>a fellow shareholder or unit holder of the insured member in a company or trust that is not a publicly-listed company or trust.</li> </ol> </li> </ul>

# **Definition** Key word Other Payment Means, subject to paragraphs (d) and (e) of this definition, any amount paid or payable in connection with, or arising out of, the Injury or Illness causing the Insured Person's Total Disability or Partial Disability which they may receive or be entitled to receive during a month a benefit is payable (whether by lump sum, periodic payment or otherwise) including but not limited to: a any amount paid or payable: i under another income protection insurance policy salary continuance insurance policy, loan protection insurance policy, or similar policy, in any jurisdiction; ii under any workers' compensation, motor accident compensation, statutory compensation or similar scheme, however named, in any jurisdiction or other similar state, federal, territory or extraterritorial legislation; iii under unwritten law or under state, federal, territory or extraterritorial legislation including, without limitation, legislation administered by the Department of Veterans' Affairs (or equivalent or replacement agency) unless excluded under (d) or (e) below; iv as employer-funded sick leave, personal leave, annual leave or any other employer-paid leave in any jurisdiction (except if the sick leave entitlements must be requested by the Insured Person to be paid and they have not requested the payment for the relevant period); **b** any out of court settlement sum, or any award of money sum by a court, tribunal, arbitrator or government body in any jurisdiction; c whether an amount under paragraph (a) of this definition is: i a lump sum, a periodic payment, a combination of a lump sum and a periodic payment, or otherwise; or ii in the nature of a capital payment or income payment (as those terms are understood having regard to normal accounting standards and practice), has no bearing on whether that amount is an Other Payment or otherwise; **d** note that an Other Payment does not include: i an amount paid or payable under this Policy or Return to Employment Income; Centrelink, Department of Veterans' Affairs, or other Government benefits that are unrelated to the Insured Person's personal exertion; i a total and permanent disability benefit; or ii a pension or annuity paid from a superannuation fund other than a disability pension, whether a lump sum, a periodic payment, a combination of a lump sum and a periodic payment, or otherwise: e in addition to the amounts, benefits and payments excluded under paragraph (d), the Insurer will not consider any portion of an amount paid or payable to the Insured Person to be an Other Payment, if the Insured Person establishes to the Insurer's satisfaction, acting reasonably, that it represents or covers compensation for or payment in respect of: i pain and suffering; ii the loss of a part, or the use of a part of the body to the extent that such compensation is not income or capital (as those terms are understood having regard to normal accounting standards and practice); iii medical expenses; or iv reasonable legal expenses, and, for clarity, to the extent that the Insured Person cannot establish to the Insurer's satisfaction, acting reasonably, that any portion of an amount paid or payable to them represents compensation for or payment in respect of those items set out in i) to iv) above, the entirety of that amount will be deemed to be an Other Payment; and where an Other Payment is in the form of a lump sum or is commuted to a lump sum, unless the Trustee and the Insurer agree otherwise, the monthly Benefit will be reduced by an amount equal to one sixtieth (1/60) of the lump sum over a period of sixty months or the remainder of the Benefit Period, whichever is the less. **Permanent Basis** Means being an employee of an employer under a single and ongoing contract of employment or contract for personal services that: a requires the person to perform identifiable duties; **b** requires the person to work a regular number of hours each week; and c entitles the employee to be paid annual leave, sick leave, and to accrue long service leave.

Key word	Definition
Policy	The Group Life policy or Income Protection policy issued by the Insurer to the Trustee, including any Policy endorsements, as amended from time to time. The Policy does not form part of this guide and is a legal agreement between the Insurer and the Trustee.
Pre-existing Condition	An Illness, Injury or a symptom which, at the time of an application for cover or increased cover, you:
	• were aware of, or a reasonable person in your position should have been aware of,
	<ul> <li>should have sought advice or treatment for (conventional or alternative) from a Medical Practitioner or other allied health professional (in circumstances where a reasonable person would have sought advice or treatment)</li> </ul>
	or had a medical consultation or were prescribed medication or therapy.
Psychiatric Impairment Rating Scale	Means the scale for assessing the whole-person impairment of a psychiatric disorder as applied by a Psychiatrist who has undergone appropriate training in this assessment method. If the Psychiatric Impairment Rating Scale is no longer used or published, the insurer will use another scale similar to it for the determination of the claim as determined by the relevant medical body.
Psychiatrist	Means a Specialist Medical Practitioner who is legally qualified as a practicing psychiatrist
Return to Employment Income	Means the Earned Income received by an Insured Person, or which, though not actually received, we reasonably apportion to them for the month in respect of which we are paying a Partial Disability Benefit, and any Earned Income which, in our opinion, the Insured Person could reasonably be expected to earn while Partially Disabled during that month.
	The potential Return to Employment Income will take into consideration the Insured Person's Return to Employment Income compared to the number of hours worked, and their capability to work compared to their average weekly working hours in the 12 months immediately before the start of the Waiting Period. The average working hours immediately before the start of the Waiting Period will be limited to the lesser of:
	a the Insured Person's normal average weekly working hours (excluding overtime); or
	<b>b</b> 40 hours a week.
	The potential Return to Employment Income will also take into consideration medical advice, which may include the opinion of the Insured Person's Medical Practitioners, the advice of experts in remuneration levels in the occupations that the Insured Person is capable of performing, and other relevant information that we consider to be appropriate.
Severe Cognitive Impairment	Means permanent severe cognitive impairment with 'below average' scoreson neuropsychometric testing in three of the following areas of function: intelligence, memory, language, attention, visual-spatial and executive functioning.
	Validity of neuropsychometric testing in all cases to include a TOMM (Test of Memory Malingering) score.
Self-employed	Means the Insured Person directly or indirectly owns all or part of the business in which their work is performed, including where the business operates under a company structure (ignoring shares in publicly listed companies).
Specialist Medical Practitioner	Means a Medical Practitioner who is a specialist as determined by the relevant medical registration and is currently practicing in a specialist area related to the Illness or Injury that the claim is for.
Sum Insured	The amount for which you are covered under the Policy, as agreed by the Insurer.
Terminal Illness	Means:
	<b>a</b> two Medical Practitioners have separately certified in writing that you suffer from an Illness, or have incurred an Injury, that is likely to result in your death within a period ('the certification period') that ends not more than 24 months after the date of certification;
	<b>b</b> at least one of the registered Medical Practitioners is a Specialist Medical Practitioner practicing in an area related to the Illness or Injury suffered by you;
	<b>c</b> the Illness and certification referred to in paragraph (a) occurs while you continue to have cover under the Policy;
	<b>d</b> for each of the certificates, the certification period has not ended; and
	e the Insurer is satisfied, on medical or other evidence, that despite reasonable medical treatment, the Illness or Injury will lead to your death within 24 months of the date of the certifications.

Key word	Definition
Totally Disabled	Means you satisfy the relevant Total Disability definition which applies based on your employment status and the number of Hours Per Week you are working at the Date of Disablement.
Underwriting/Underwritten	The process by which the Insurer reviews your personal, medical, financial and other circumstances to decide if it will accept your application for insurance or increase in insurance and, if accepted whether it will add extra loadings or exclusions to your cover.
Usual Occupation	<ul> <li>Means, in our opinion, immediately prior to the Date of Disablement:</li> <li>a in the case of an Insured Person who is employed, the Income Producing Duties of the role of the Insured Person in their employment with an employer, or employers as applicable;</li> <li>b in the case of an Insured Person who is Self-employed, the Income Producing Duties of the role the Insured Person usually performs in their trade, business or profession or employment;</li> <li>c in the case of an Insured Person who is not in Gainful Employment, the Income Producing Duties of the Usual Occupation of the Insured Person immediately before they ceased to be in Gainful Employment; or</li> <li>d in the case of an Insured Person who has multiple roles to whom a combination of these situations applies, these elements of the Insured Person's Usual Occupation are taken together.</li> <li>If, however, there has been a change to that role due to Illness or Injury within the described 12 month period before the Date of Disablement on which this definition is being applied, with the result that the Insured Person's role changed or the Insured Person's duties and/or hours were reduced in that period, the Usual Occupation is the role the Insured Person was performing for the employer before such Illness or Injury occurred.</li> </ul>
Waiting Period	Means a continuous period specified period of days as outlined on your member schedule commencing from the Date of Disablement  If, during the Waiting Period, you return to employment, the Waiting Period will still be regarded as continuous if your return to work is for five days or less and you again become disabled as a result of the same Injury or Illness. The days for which you were in employment will be added to the end of the Waiting Period. If you return to employment for more than five days, then a new Waiting Period will commence from when you are next Totally Disabled.  There may be circumstances where you participate in an Approved Rehabilitation Program which includes a return to employment during the Waiting Period. If you are unsuccessful in returning to employment as part of an Approved Rehabilitation Program at the same capacity as prior to becoming disabled, the Waiting Period will still be deemed to commence as at the first date you became Totally Disabled and will not recommence if the return to employment is greater than five days.  Any days of Gainful Employment as part of an Approved Rehabilitation Program will also not be added to the Waiting Period.  Depending on your cover, the Waiting Periods are 30, 60 or 90 consecutive days for which you must be Totally Disabled. The Waiting Period starts on the day you first became Totally Disabled. An example of a 90 day Waiting Period appears in the section entitled 'What do you need to know about making a claim?'

# Insurance terms and conditions

The information outlined in this guide is subject to the Insurer continuing to offer insurance under the terms and conditions in the relevant insurance policies. You'll be informed if the terms and conditions change.

The Insurer may accept or reject any request for insurance or impose different terms and conditions based on their assessment of a member's health, occupation and pastimes. All insurance is subject to written acceptance by the Trustee and the Insurer.

The Trustee and the Insurer will assess all claims based on their criteria and in accordance with the terms and conditions of the relevant Policy document. The Trustee is only liable to pay (if the Trust Deed and super law permits) the insured component of a benefit upon acceptance of the claim by the Insurer and on receipt of the proceeds from the Insurer.

Please note that while every effort has been made to ensure that the information contained in this guide is accurate, the terms and conditions of the Policy documents issued by the Insurer to the Trustee will prevail to the extent that they are inconsistent with the information contained in this guide.

#### **Contact us**

If you have any questions about Rhythm, please contact the Administrator:

Phone: 1300 319 363

**Website:** ioof.com.au/forms (Under the heading 'Rhythm')

Email: rhythm@hub24.com.au



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