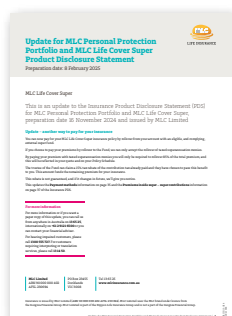


# MLC Personal Protection Portfolio and MLC Life Cover Super

Your guide to what is included in the Insurance PDS and Super PDS for MLC Personal Protection Portfolio and MLC Life Cover Super.



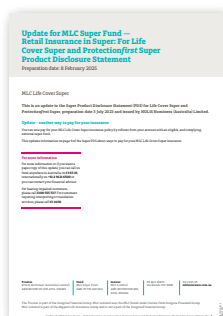
## 1. Update for MLC Personal Protection Portfolio and MLC Life Cover Super Product Disclosure Statement

**Insurance PDS**, which contains important information about changes to the way you can pay your insurance premiums.



## 2. MLC Personal Protection Portfolio and MLC Life Cover Super Product Disclosure Statement

**Insurance PDS**, which contains all the information about the insurance features, terms and conditions.



## 3. Update for MLC Super Fund – Retail Insurance in Super: for Life Cover Super and Protectionfirst Super Product Disclosure Statement

**Super PDS**, which contains important information about changes to the way you can pay your insurance premiums.



## 4. MLC Super Fund – Retail Insurance in Super: for Life Cover Super and Protectionfirst Super Product Disclosure Statement

**Super PDS**, which applies if you want to have insurance as part of your super arrangements.



## 5. Meet Vivo

Your holistic health, wellness and recovery program.

### Note:

- If you are applying for insurance outside of super, please read the **Insurance PDS**.
- If you are applying for insurance through the MLC Super Fund, please read the **Insurance PDS** and the **Super PDS**.

### Important information

The **Insurance PDS** is issued by MLC Limited, the Insurer.

The **Super PDS** is issued by NULIS Nominees (Australia) Limited in its capacity as Trustee for the MLC Super Fund.

# Update for MLC Personal Protection Portfolio and MLC Life Cover Super Product Disclosure Statement

Preparation date: 8 February 2025

## MLC Life Cover Super

This is an update to the Insurance Product Disclosure Statement (PDS) for MLC Personal Protection Portfolio and MLC Life Cover Super, preparation date 16 November 2024 and issued by MLC Limited

### Update – another way to pay for your insurance

You can now pay for your MLC Life Cover Super insurance policy by rollover from your account with an eligible, and complying, external super fund.

If you choose to pay your premiums by rollover to the Fund, we can only accept the rollover of taxed superannuation monies.

By paying your premium with taxed superannuation monies you will only be required to rollover 85% of the total premium, and this will be reflected in your quote and on your Policy Schedule.

The trustee of the Fund can claim a 15% tax rebate of the contribution tax already paid and they have chosen to pass this benefit to you. This amount funds the remaining premium for your insurance.

This rebate is not guaranteed, and if it changes in future, we'll give you notice.

This updates the **Payment methods** information on page 35 and the **Premiums inside super – super contributions** information on page 37 of the Insurance PDS.

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### For more information

For more information or if you want a paper copy of this update, you can call us from anywhere in Australia on **13 65 25**, internationally on **+61 2 9121 6500** or you can contact your financial adviser.

For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

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**MLC Limited**  
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AFSL 230694

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Insurance is issued by MLC Limited (ABN 90 000 000 402 AFSL 230 694). MLC Limited uses the MLC brand under licence from the Insignia Financial Group. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group.



LIFE INSURANCE

# MLC Personal Protection Portfolio MLC Life Cover Super Product Disclosure Statement

**Preparation date**  
16 November 2024

**Insurer**  
MLC Limited  
ABN 90 000 000 402 AFSL 230694

This Product Disclosure Statement is for the exclusive use of current holders of MLC Personal Protection Portfolio and MLC Life Cover Super policies.





# Your guide to using this PDS

## Important information

MLC Limited issues and is responsible for this Product Disclosure Statement (PDS) and the insurance described in it.

The information in this PDS may change over time. We will inform you of changes that are materially adverse to you.

We will publish all other changes on [mlcinsurance.com.au](https://mlcinsurance.com.au) which you should check from time to time.

The information in this PDS does not take into account your objectives, financial situation or needs. Please consider how appropriate this information is, based on your personal circumstances.

We recommend you speak with your financial adviser before making any decisions about your insurance.

If you take out insurance described in this PDS, the full legal terms and conditions are in the insurance Policy Documents that we will issue to you or your Trustee. You can also call the number in the **For more information** box below to get a free copy of these insurance policies.

MLC Limited uses the MLC brand under licence from the Insignia Financial Group. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group.

MLC Limited is not a registered tax agent. If you wish to rely on the general tax information contained in this PDS to determine your personal tax obligations, we recommend you seek professional advice from a registered tax agent.

If you are taking insurance through your super fund, your Trustee will provide you with information about your membership in the fund.

MLC Personal Protection Portfolio and MLC Life Cover Super is offered only in Australia. MLC Limited receives insurance premiums and pays claims from its Statutory Fund No. 1.

The insurances described in this PDS are non-participating and don't entitle the policy holder to participate in the distribution of any surplus of the statutory fund.

This insurance is designed purely for protection and isn't a savings plan. It will never have a surrender or cash value.

In this PDS we use medical terminology to define when certain benefits are payable. Your doctor can help you to understand this medical terminology.

## Our sustainability vision

**We believe that operating sustainably will bring opportunities for us to enhance the lives of our customers, people, partners, and community.**

Embedding sustainable practices across MLC Life Insurance goes to the core of our 'Promise for Life' and delivering on our ambition 'to be Australia's leading, most trusted life insurer'.

We believe our commitment to operating sustainably will ensure we are not only meeting global standards on critical issues like climate change but also supporting a higher and more sustainable quality of life for our community.

For more information please visit [mlcinsurance.com.au/sustainability](https://mlcinsurance.com.au/sustainability)

### For more information

You can call us on **13 65 25** for free copies of updates, PDSs or other product documents. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

# Your guide to using this PDS

## Before you read this PDS

The information in this PDS applies if you have an existing MLC Personal Protection Portfolio or MLC Life Cover Super policy and want to make changes. If you do not have an existing policy, you are not able to access the insurance described in this PDS.

For the full terms and conditions of your existing insurance please refer to your Policy Document and subsequent upgrade notices.










If you already have a MLC Personal Protection Portfolio or MLC Life Cover Super policy you can apply to:

- increase the amount of your existing benefits
- make changes to your existing policy
- add new benefits and/or features to your policy
- transfer your insurance outside super to inside super – change your MLC Personal Protection Portfolio policy to a MLC Life Cover Super policy
- transfer your existing insurance inside super to outside super policy – change your MLC Life Cover Super policy to a MLC Personal Protection Portfolio policy
- take out a new insurance policy inside super and link it to your policy outside super, or
- take out a new insurance policy outside super and link it to your policy inside super.

## In this PDS you'll find the following terms:

For insurance outside super (MLC Personal Protection Portfolio)		
<b>MLC/we/us/our</b>	refers to	MLC Limited, the insurer.
<b>you/your</b>	assumes that	you are both the policy owner and the life insured.
<b>Outside super</b>	refers to	insurance which is not governed by super law and not held by a super Trustee.
For insurance inside super (MLC Life Cover Super and MLC Personal Protection Portfolio (SMSF))		
<b>MLC/we/us/our</b>	refers to	MLC Limited, the insurer.
<b>NULIS Nominees</b>	refers to	NULIS Nominees (Australia) Limited in its capacity as the Trustee of MLC Super Fund.
<b>Trustee</b>	refers to	NULIS Nominees (see above) for insurance through your super in the MLC Super Fund, or The trustee of your complying super fund (for example a SMSF trustee). <i>Note: for insurance in super the Trustee is the policy owner.</i>
<b>the Fund (MLC Life Cover Super only)</b>	refers to	the MLC Super Fund.
<b>Your fund</b>	refers to	any complying super fund.
<b>Inside super</b>	refers to	insurance held within the super environment and which is subject to super laws. This may include insurances which are held by SMSF trustees.
<b>you/your/member</b>	refers to	<b>For MLC Life Cover Super</b> - a member of the Fund and the life insured. <b>For Personal Protection Portfolio (SMSF)</b> - a member of the relevant super fund and the life insured.
<b>Eligible MLC Account</b>	refers to	A super investment account held with the National Australia Bank Group of Companies (NAB) from which insurance premiums can be deducted. A list of Eligible MLC Accounts is available on page 92. These super investment accounts are issued by NULIS Nominees and not by MLC Limited.

**In this PDS you will find the following information about your insurance. You should read it all carefully.**

Section		Go to
 <b>How insurance works with MLC</b>	How insurance works, what insurance is and the types of insurance available.	Pages 6 - 10
 <b>Key information about your insurance</b>	The benefits, features and options available with your insurance and decisions you need to make in setting it up.	Pages 12 - 26
 <b>Your insurance journey</b>	Understand your insurance journey and important information you need to know at each step.	Pages 28 - 45
 <b>Summary of the terms and conditions</b>	<p>What you're insured for, when you'll be able to make a claim, for how long you'll be paid your benefits, and when you can exercise certain features and options.</p> <p>You will also find information about:</p> <ul style="list-style-type: none"> <li>• what you are not insured for (known as General exclusions) on page 61 and page 75</li> <li>• when your insurance will end (known as General termination events) on pages 62 - 63 and page 76.</li> </ul>	Pages 48 - 76
 <b>Key medical and disability definitions</b>	How we define specific medical conditions and disability for your insurance.	Pages 78 - 90
 <b>Glossary of common terms</b>	An explanation of key terms and concepts used in this PDS.	Pages 91 - 95
 <b>Your duty to take reasonable care not to make a misrepresentation</b>	An explanation of what this means and what happens if you don't answer our questions accurately.	Pages 96 - 97
 <b>Privacy Notification</b>	An explanation of how we handle your personal information.	Pages 98 - 100
 <b>Interim Accident Certificate</b>	The terms and conditions for Interim Accident Insurance, which insures you while we assess your application.	Pages 101 - 102

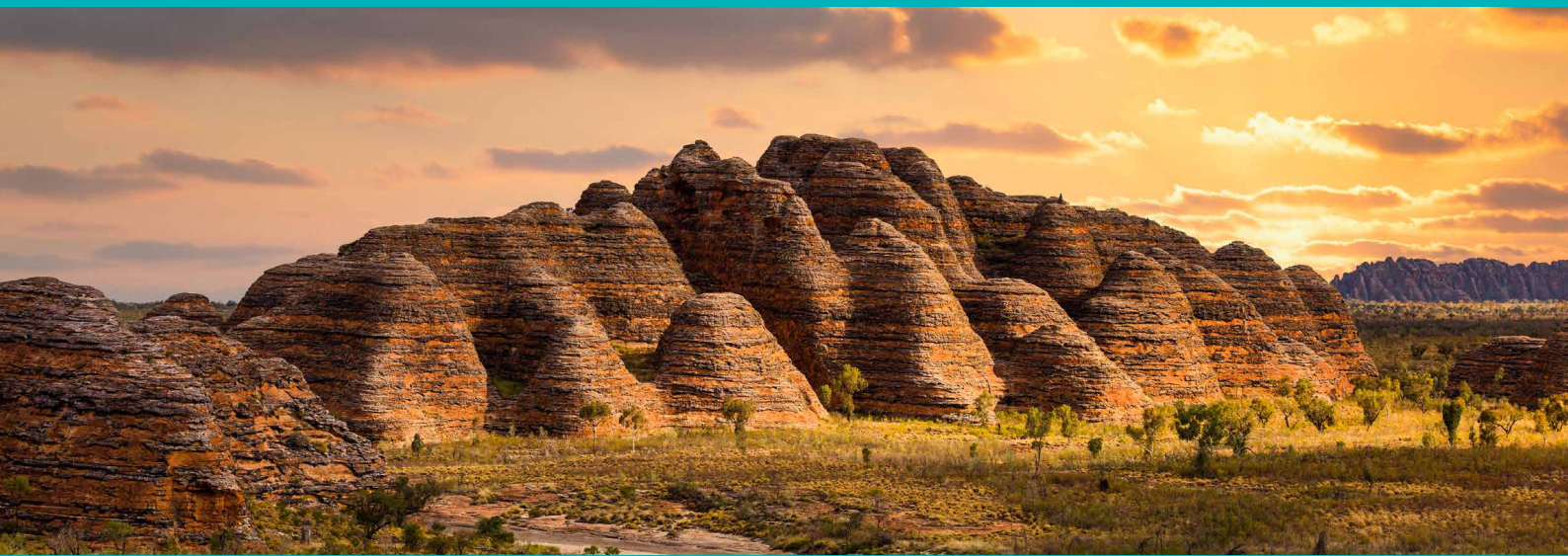
**Making a claim**

On page 42 we describe what you need to know about making a claim.

If you or your beneficiaries need to make a claim, please call us on **1300 125 246** between **8.30am** and **6pm** (AEST/AEDT), Monday to Friday, to find out what you or they need to do, and to get the relevant forms.

For hearing impaired customers, please call **1300 555 727**.

For customers requiring interpreting or translation services please call **13 14 50**.





# 1

## How insurance works with MLC



# Insurance snapshot



## Know your insurance

It's important to understand what you are, and what you're not insured for. This PDS is here to help you understand your insurance.

## 1. Insurance provides protection

Insurance helps protect against the potentially devastating financial consequences of serious life events like death, disability or a critical illness - at a time when you, your family or your business needs support the most.

### Claimable events



Death



Disability



Critical illness

## 2. Insurance is a contract

Your insurance company agrees to insure you for certain claimable events. In return you agree to pay a premium. Your policy document sets out the terms and conditions of your insurance, while the schedule sets out details of what you're insured for (including the sum insured, specific settings and options selected, special terms that you have etc).

### Who can own your insurance?

- You or someone else
- A business
- A super Trustee

## 3. You provide information

Before insurance is issued, you must provide information about your health and individual circumstances. This determines if you can be insured, or if special terms need to apply.

When answering the questions we ask, you have a duty to take reasonable care not to make a misrepresentation. This means you must take reasonable care to answer our questions accurately, to the best of your knowledge.

If you don't comply with your duty, you or your beneficiaries may not be paid a benefit when you need it most.

All the information you need about your duty to take reasonable care not to make a misrepresentation is on pages 96 - 97.



## 4. You pay a premium

Your premium is the amount you pay for your insurance.

Generally your premiums will be higher when you're:

- insured for higher amounts (sum insured) or for multiple types of insurance, or
- more likely to make a claim (risk of claim).

Premiums are recalculated each year. For more information about premiums pages 33 - 38.

### Factors that impact your premium amount



Age



Smoking status



Gender



Occupation



Health and medical history



Lifestyle and leisure activities.

## 5. You are insured

Your insurance continues until you cancel it, it expires or a nominated event occurs that ends it.

For information about when your insurance ends, see the General termination events sections of this PDS on pages 62 - 63 and page 76.



### Worldwide insurance

MLC insurance travels with you, which means you're insured 24 hours a day, anywhere in the world.

## 6. You (or your beneficiaries) make a claim



You or your beneficiaries can make a claim if a claimable event occurs while you're insured.

Some insurances have:

- Exclusions (events or conditions you're not insured for), or
- Qualifying Periods, (defined periods of time when a policy starts, is increased or reinstated where claims for certain events aren't payable), or
- Waiting Periods, (defined periods of time after a claimable event where claims for certain events aren't payable).

For more information about what you can and can't claim for, see the Summary of the terms and conditions section of this PDS on pages 48 - 76.

---

## 7. Paying benefits



If your claim is approved the benefit is paid.

The insurance terms and conditions describe when the benefit paid will be:

- The sum insured for that particular insurance, or
  - A proportion of the sum insured, or
  - Another specified amount.
-

# Our offer

## Our offer at a glance

### MLC products

- **MLC Personal Protection Portfolio (PPP)** – available outside super.
- **MLC Life Cover Super (LCS)** – available inside super through the MLC Super Fund.

You can quickly see when an insurance type is available inside or outside super (or both) using the symbols below.



Inside super



Outside super








Inside/Outside super

#### If you have a self-managed super fund (SMSF)

SMSFs that have insurance under an MLC Personal Protection Portfolio policy are subject to superannuation law and so additional requirements will apply.

## Types of insurance available

Insurance we offer	Summary	Find out more
<b>Life Cover</b> 	To provide a lump sum payment if you die or you're diagnosed with a terminal illness. Types available: <ul style="list-style-type: none"> <li>• <b>Life Cover Plus</b> (our highest level of insurance)</li> <li>• <b>Life Cover Standard</b> (our standard level of insurance)</li> </ul>	Pages 12 - 13
<b>Total and Permanent Disability (TPD) and Loss of Independence</b> 	To provide a lump sum payment if you suffer total and permanent disability and can't work again.	Pages 14 - 15
<b>Critical Illness</b> 	To provide a lump sum payment if you are diagnosed with a specific critical condition (also known as trauma insurance). Types available: <ul style="list-style-type: none"> <li>• <b>Critical Illness Plus</b> (our highest level of insurance)</li> <li>• <b>Critical Illness Standard</b> (our standard level of insurance)</li> </ul>	Pages 16 - 21
<b>Income Protection</b> 	<ul style="list-style-type: none"> <li>• To provide an income stream if you can't work due to sickness or injury.</li> <li>• Types available:               <ul style="list-style-type: none"> <li>• <b>Income Protection Plus</b> (our highest level of insurance)</li> <li>• <b>Income Protection Standard</b> (our standard level of insurance)</li> </ul> </li> </ul>	Pages 22 - 25
<b>Business Expenses</b> 	<ul style="list-style-type: none"> <li>• To insure certain business expenses if you can't work due to sickness or injury.</li> </ul>	Page 26

## Insurance in super at MLC

In this PDS insurance **inside super** refers to all types of insurance that can be held in super, regardless of who is the Trustee.

You can choose to hold insurance and pay premiums through super.

MLC issues the policy to the Trustee, who owns it on your behalf. You are both the life insured and a member of your fund.

Importantly, for benefits to be paid to you or your beneficiaries for your insurance in super you will need to meet both:

- the insurance terms and conditions, and
- a condition of release set by super law

More information about the conditions of release is on page 43.

## Holding your policy in a super fund

MLC has an arrangement with NULIS Nominees (Australia) Limited ABN 80 008 515 633 AFSL 236465 (NULIS Nominees), who is the Trustee of the MLC Super Fund (the Fund) ABN 70 732 426 024 to make MLC Life Cover Super available to you through the Fund.

For details about:

NULIS Nominees and the MLC Super Fund	Your own SMSF Super Fund
Please refer to their PDS titled: MLC Super Fund – Retail Insurance in Super: for Life Cover Super and Protectionfirst Super Product Disclosure Statement	Please refer to your fund trust deed.

When considering holding your insurance in super you should consider:

- The type of cover you want
- How you want to pay for your insurance
- Whether the benefits are paid through a Trustee or directly to you or your beneficiaries.

You should get specific guidance from your financial adviser when making this important choice.

## Structuring your insurance

### Claim structures you can choose

For some insurance you can choose what will happen to the sum insured on your other insurances after we pay a claim.

#### Stand-alone



A claim on one insurance doesn't impact the sum insured for the other insurance. Premiums are higher than for Extension / Connection insurance.

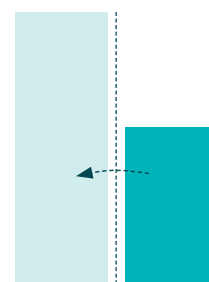
#### Extension



Extensions are on one policy

A claim on one insurance reduces the sum insured of the other insurance. Premiums are lower than for stand-alone insurance.

#### Connection



Connections are across two policies.

You choose the claim structure when you first take out your insurance.

For the claim structures available on each insurance see key information about your insurance on pages 12 - 26.

# Our offer

## Premium structures you can choose

We offer three types of premium structures that you can choose from:

- Stepped premiums
- Decreasing cover, and
- Level premiums.

For more information, please see pages 36-37.

## What your insurance includes

In this PDS you will find the following information about your insurance:

<b>Benefit(s)</b>	Are what we pay when a claimable event occurs. The benefit paid may be the full sum insured, a proportion of the sum insured, or another amount. Benefits can be either a one-off payment (lump sum), or a monthly payment for a period of time, or until you're no longer disabled. There may be more than one benefit available under your insurance, to cover different needs.
<b>Setting(s)</b>	Are a required selection for TPD, Income Protection and Business Expenses (that you select when you apply) which determines when benefits will be paid. Details on these settings can be found under the relevant insurance.
<b>Feature(s)</b>	Are built into your insurance. Some features will automatically apply to you, while others are available to be "turned on" according to the terms and conditions for that feature.
<b>Option(s)</b>	Are available for you to select when you take out your insurance. There are two types of options: <ul style="list-style-type: none"><li>• Options that expand your insurance, and increase your premiums, or</li><li>• Options that limit when you can claim, and reduce your premiums.</li></ul>

## What you need to know about the risks

There is a risk that the insurance you choose won't meet your needs.

Your financial adviser can assess your circumstances and help you choose insurance to suit your needs and the sum insured.

It's important to consider your future needs now as you may not qualify for some insurances if your circumstances change.

### Need help?

Please speak with your financial adviser or call us on **13 65 25**.

For hearing impaired customers, please call **1300 555 727**.

For customers requiring interpreting or translation services, please call **13 14 50**.

# 2

## Key information about your insurance



# Life Cover insurance

Provides financial support for your family or business if you die or you're diagnosed with a terminal illness

## Application age (next birthday)

### Level premiums

(*inside and outside super*): 16-60

### Stepped premiums or decreasing cover:

*outside super*: 11-70

*inside super*: 16-70

### For Terminal Illness Support insurance option:

19-60

(not available with decreasing cover)

### For Business Safeguard Option:

19-60

(not available with decreasing cover)

## Expiry age (insurance expires on the Review Date after reaching the age noted below)

### Level premiums

(*inside and outside super*): 65 (at which time a continuation option is available to continue as stepped premiums – see below)

### Stepped premiums or decreasing cover:

*outside super*: 100

*inside super*: on your 75th birthday (at which time a conversion option is available to continue as a non-super policy, which expires at the Review Date after age 100). You'll find more information on pages 39 - 40.

### For Terminal Illness Support insurance option:

65

**For Business Safeguard Option:** 65. You'll find more information on pages 50 - 51.

## Minimum sum insured

\$25,000

## Maximum sum insured

No general maximum, but special terms may apply for benefits greater than \$15 million.

**For Terminal Illness Support insurance option:** Lesser of \$250,000 and 50% of Life Cover insurance

### For Business Safeguard Option:

\$15,000,000

## To what age can you renew your insurance?

**Level premiums:** guaranteed renewable up to age 65 (then a continuation option is offered for stepped premiums)

**Stepped premiums or decreasing cover:** guaranteed renewable up to age 100

## Claim structures available

Stand-alone



Extension/Connection



See page 48.

## Types of Life Cover insurance

### LC+ Life Cover Plus

Life Cover Plus provides our highest level of insurance.

### LC Life Cover Standard

Life Cover Standard provides our standard level of insurance.

## Life Cover insurance settings you choose




There are no settings for Life Cover insurance.



## Life Cover insurance - Benefits, Features and Options

Details are available at the page number listed.

 Available on Life Cover Plus and Life Cover Standard  Available on Life Cover Plus only

Benefit(s)	Feature(s)	Option(s)
 <b>Life Cover Benefit</b> Page 56	 <b>Increases without further medical evidence</b> Pages 54 - 56	 <b>Terminal Illness Support insurance</b> Page 59
 <b>Terminal Illness Benefit</b> Pages 58 - 59		 <b>Business Safeguard Option</b> Pages 50 - 51
 <b>Accidental Injury Benefit</b> Page 49		 <b>Premium Waiver insurance</b> Page 58
 <b>Advance Death Benefit</b> Pages 49 - 50		 <b>Inflation Linked Option</b> Page 37
 <b>Financial Planning Benefit</b> Page 54		 <b>Continuation Option for level premium</b> Pages 52 - 53

There are some types of insurance benefits, features and options you can no longer have inside super. This table refers to the insurance benefits, features and options not available after 30 June 2014, or where a modified definition applies. It doesn't impact you if you already had Life Cover insurance prior to this date.

Insurance benefits, features and options	Changes
<b>Accidental Injury Benefit</b> Page 49	If you have an LCS policy or a PPP policy owned by an SMSF and your Life Cover insurance first commenced after 30 June 2014 then you must also be Permanently Incapacitated as defined on page 93 to be eligible for an Accidental Injury Benefit.
<b>Advance Death Benefit</b> Pages 49 - 50	After 30 June 2014 this benefit isn't available for new Life Cover insurance under a PPP policy owned by an SMSF.
<b>Financial Planning Benefit</b> Page 54	
<b>Increases without further medical evidence</b> Pages 54 - 56	After 30 June 2014, Revenue Protection (Key Person) insurance isn't available for new Life Cover insurance under a PPP policy owned by an SMSF.
<b>Business Safeguard Option</b> Pages 50 - 51	
<b>Terminal Illness Benefit</b> Pages 58 - 59	If you have an LCS policy or a PPP policy owned by an SMSF and your Life Cover insurance first commenced after 30 June 2014 then a modified definition of Terminal Illness applies, see pages 93 - 94.
<b>Terminal Illness Support insurance option</b> Page 59	

# Total and Permanent Disability (TPD) and Loss of Independence insurance

Helps you financially if you suffer Total and Permanent Disability or Loss of Independence

## Application age (next birthday)

**Stand-alone and Extension to Life Cover:**

**Level premiums:** 16-55

**Stepped premiums or decreasing cover:** 16-60 (stand-alone not available with decreasing cover)

**For Business Safeguard Option:**

**Level premiums:** 19-55

**Stepped premiums or decreasing cover:** 19-60 (Business Safeguard Option is not available with decreasing cover)

## Expiry age (insurance expires on the Review Date after reaching the age noted below)

**Stand-alone and Extension to Life Cover:**

**Level premiums:** 65 (at which time a continuation option is available to continue as stepped premiums – see below)

**Stepped premiums or decreasing cover:**  
**outside super:** 100

**inside super:** your 75th birthday (at which time a conversion option is available to continue as a non-super policy which expires at the Review Date after age 100). You'll find more information on pages 39 - 40.

**For Business Safeguard Option (inside and outside super):** 65.

You'll find more information on pages 50 - 51.

## Minimum sum insured


\$25,000


## Maximum sum insured

\$5,000,000 for certain professional occupations such as surgeons, accountants and solicitors.

\$3,000,000 for other occupations see page 60.

## Claim structures available

Stand-alone   
(outside super only)



Extension/Connection   
See page 48.

## Types of TPD and Loss of Independence insurance


There is only one type of TPD and Loss of Independence insurance.

## TPD and Loss of Independence insurance settings you choose

More information is available at the page number listed under each definition.

Definition setting		Overview
<b>Own Occupation</b> Pages 88 - 89		When assessing your claim, we'll assess your likely ability to work again based on your own occupation, even if you may be able to work in another occupation.
<b>Any Occupation</b> Pages 87 - 88		We'll assess your likely ability to work again based not only on your occupation, but also any occupation that you're reasonably suited to by way of education, training or experience.











From the Review Date after you turn 65, the definition used to assess your claim will change to Loss of Independence

<b>Loss of Independence</b> Page 89		After age 65, your eligibility to be paid a benefit will be assessed on non-work based criteria.
--	---	--

Extra conditions apply if your TPD insurance is inside super, refer to Permanent Incapacity on page 93.

## TPD and Loss of Independence insurance - Benefits, Features and Options

Details are available at the page number listed.

Benefit(s)	Feature(s)	Option(s)
<b>TPD and Loss of Independence Benefit</b> Page 60 	<b>Increases without further medical evidence</b> Pages 54 - 56 	<b>Life Cover Buy Back</b> (Extension/Connection only) Page 57 
<b>Partial Payment Benefit</b> Page 57 		<b>Business Safeguard Option</b> Pages 50 - 51 
<b>Death Benefit</b> (TPD stand-alone only) Page 54 		<b>Inflation Linked Option</b> Page 37 
<b>Financial Planning Benefit</b> Page 54 		<b>Premium Waiver insurance</b> Page 58 
		<b>Continuation Option for level premium</b> Pages 52 - 53 

There are some types of insurance benefits, features and options you can no longer have inside super. This table refers to the insurance benefits, features and options not available after 30 June 2014, or where a modified definition applies. It doesn't impact you if you already had TPD and Loss of Independence insurance prior to this date.

Insurance benefits, features and options	Changes
<b>TPD and Loss of Independence Benefit</b> Page 60	If you have an LCS policy or a PPP policy owned by an SMSF and your TPD and Loss of Independence insurance first commenced after 30 June 2014 then you must also be Permanently Incapacitated as defined on page 93 to be eligible for this benefit.
<b>Financial Planning Benefit</b> Page 54	After 30 June 2014 this benefit isn't available for new TPD and Loss of Independence insurance under a PPP policy owned by an SMSF.
<b>Partial Payment Benefit</b> Page 57	
<b>Own Occupation definition</b> Pages 88 - 89	After 30 June 2014 this benefit isn't available for new TPD and Loss of Independence insurance under an LCS policy or a PPP policy owned by an SMSF.
<b>Increases without further medical evidence</b> Pages 54 - 56	After 30 June 2014, Revenue Protection (Key Person) insurance isn't available for new TPD and Loss of Independence insurance under a PPP policy owned by an SMSF.
<b>Business Safeguard Option</b> Pages 50 - 51	

# Critical Illness insurance

Helps you financially if you become critically ill

Critical Illness insurance is only available under PPP. After 30 June 2014, new Critical Illness insurance is not available to policies owned by SMSFs.

## Application age (next birthday)

19-60

**For TPD as a critical condition option (not available for stand-alone):**

**Level premiums:** 19-55

**Stepped premiums or decreasing cover:** 19-60

**Expiry age (insurance expires on the Review Date after reaching the age noted below)**

**Level premiums and cover for TPD as a critical condition option:** 65

**Stepped premiums or decreasing cover:** 75

## Minimum sum insured

\$25,000

## Maximum sum insured

\$2,000,000

## To what age can you renew your insurance?

**Level premiums:** guaranteed renewable up to age 65 (then a continuation option is offered for stepped premiums)

**Stepped premiums or decreasing cover:** guaranteed renewable up to age 75

## Claim structures available

Stand-alone ✓

Extension/Connection ✓

See page 48.

## Types of Critical Illness insurance

### CI+ Critical Illness Plus

Critical Illness Plus provides our highest level of insurance with the most conditions insured.

Your critical illness definitions will only change where we improve them in your favour.

### CI Critical Illness Standard

Critical Illness Standard provides our standard level of insurance, which insures the most common medical conditions. It cannot be taken out as stand-alone insurance.

While we may make improvements to the critical illness definitions in your favour, we may also change the types of critical illness and critical illness definitions as advances are made in treatment and diagnostic techniques, to ensure they:

- remain appropriate with regard to medical terminology and classification;
- take into account effective cures, vaccines and modern diagnostic procedures;
- include some diseases considered appropriate in the future; and
- exclude some diseases which are found to have become minor in the future.

We will let you know if we make a change. Changes will apply to all policy holders. You won't be singled out for a change.

For more information see page 51.

## Important information about Critical Illness insurance

Where you make a critical illness claim for cancer, a heart attack or a stroke, we will assess your claim against the most favourable of:

- the applicable definition in our PDS/Policy Document linked to the full benefit amount; and
- if different, the corresponding medical definition in the Life Insurance Code Of Practice (The Code) that is current at the time the claimable event occurs.

In the case of stand-alone insurance, you'll receive your full Critical Illness insurance benefit if you survive for 14 days after suffering a critical condition.

## Critical Illness insurance settings you choose

There are no settings for Critical Illness insurance.

## Critical Illness insurance - Benefits, Features and Options

Details are available at the page number listed.

■ Available on both Critical Illness Plus and Critical Illness Standard   ■ Available on Critical Illness Plus only

Benefit(s)	Feature(s)	Option(s)
<ul style="list-style-type: none"> <li>■ <b>Critical Illness Benefit</b> Pages 18 and 54</li> </ul>	<ul style="list-style-type: none"> <li>■ <b>Increases without further medical evidence</b> Pages 54 - 56</li> </ul>	<ul style="list-style-type: none"> <li>■ <b>Extra benefits option</b> <ul style="list-style-type: none"> <li>• Partial Benefits</li> <li>• Critical Illness Buy Back</li> </ul> Pages 20 - 21</li> </ul>
<ul style="list-style-type: none"> <li>■ <b>Child Support Benefit</b> Pages 51 - 52</li> </ul>		<ul style="list-style-type: none"> <li>■ <b>Any Occupation TPD and Partial Payment Benefit</b> (Extension/Connection only) Pages 87 - 88 and page 57</li> </ul>
<ul style="list-style-type: none"> <li>■ <b>Death Benefit</b> (Stand-alone only) Page 54</li> </ul>		<ul style="list-style-type: none"> <li>■ <b>Own Occupation TPD and Partial Payment Benefit</b> (eligible occupations only) (Extension/Connection only) Pages 88 - 89 and page 57</li> </ul>
<ul style="list-style-type: none"> <li>■ <b>Financial Planning Benefit</b> Page 54</li> </ul>		<ul style="list-style-type: none"> <li>■ <b>Life Cover Buy Back</b> (Extension/Connection only) Pages 56 - 57</li> <li>■ <b>Inflation Linked Option</b> Page 37</li> <li>■ <b>Premium Waiver insurance</b> Page 58</li> <li>■ <b>Continuation Option for level premium</b> Pages 52 - 53</li> </ul>

There are some types of insurance benefits, features and options you can no longer have inside super. This table refers to the insurance benefits, features and options not available after 30 June 2014, or where a modified definition applies. It doesn't impact you if you already had Critical Illness insurance prior to this date.

Insurance benefits, features and options	Changes
<ul style="list-style-type: none"> <li>■ <b>Own Occupation and Partial Payment Benefit for TPD</b> (eligible occupations only) Pages 88 - 89 and page 57</li> </ul>	<p>This definition doesn't apply if the insurance first commenced after 30 June 2014 and the policy is owned by an SMSF.</p>

## Critical Illness insurance

When will MLC pay?	
<b>Critical Illness (Extension/ Connection)</b>	If you suffer a critical condition MLC will pay you a lump sum.
<b>Critical Illness (Stand-alone)</b>	If you live for 14 days after suffering a critical condition, MLC will pay the full Critical Illness benefit.  If you die within 14 days after suffering a critical condition, MLC will pay a benefit of \$5,000.

### What critical conditions are insured?

Insurance for some critical conditions starts after the Qualifying Period. This means that you won't be insured for conditions that first appear, first happen or are first diagnosed in the Qualifying Period.

You are deemed to meet a critical condition when the condition is first diagnosed as meeting its definition or, for surgical conditions, when the surgery is actually performed. An appropriate Specialist and our medical adviser must both agree that the definition for that condition has been fully met. In some cases a condition must progress to a certain point before it meets the definition.

The following table sets out the critical conditions insured by Critical Illness Standard and Plus, and their Qualifying Periods. The detailed definitions can be found in the Key medical and disability definitions section on pages 78 - 90.

Critical Conditions	Critical Illness Standard	Critical Illness Plus	Qualifying Period
<b>Aorta Repair</b> – excluding less invasive surgeries		Y	3 months
<b>Aplastic Anaemia</b> – of specified severity		Y	
<b>Bacterial Meningitis</b> – of specified severity		Y	
<b>Benign Brain Tumour</b> – of specified severity		Y	
<b>Blindness</b> – of specified severity		Y	
<b>Cancer</b> – excluding specified early stage cancers	Y	Y	Standard: 6 months Plus: 3 months
<b>Cardiomyopathy</b> – of specified severity		Y	
<b>Chronic Kidney Failure</b> – requiring permanent dialysis or transplantation		Y	
<b>Chronic Liver Failure</b> – of specified severity		Y	
<b>Chronic Lung Failure</b> – of specified severity		Y	
<b>Coma</b> – with specified criteria		Y	
<b>Coronary Artery Angioplasty*</b>		Y	3 months
<b>Coronary Artery Angioplasty - Three or More Different Coronary Arteries</b>		Y	3 months
<b>Coronary Artery Bypass Surgery</b> – excluding less invasive procedures	Y	Y	3 months
<b>Deafness</b> – permanent		Y	
<b>Dementia or Alzheimer's Disease</b> – permanent and of specified severity		Y	
<b>Encephalitis</b> – of specified severity		Y	
<b>Heart Attack</b> – with evidence of severe heart muscle damage	Y	Y	3 months
<b>Heart Valve Surgery</b> – of specified severity		Y	3 months
<b>HIV Contracted Through Medical Procedures</b>		Y	
<b>HIV Contracted Through Your Work</b>		Y	
<b>Intensive Care</b> – requiring continuous mechanical ventilation for 7 days		Y	
<b>Loss of Independence</b> – of specified severity	Y	Y	
<b>Loss of Speech</b> – total and permanent		Y	
<b>Major Brain Injury</b> – of specified severity		Y	

Critical Conditions	Critical Illness Standard	Critical Illness Plus	Qualifying Period
Major Burns – of specified severity		Y	
Major Organ or Bone Marrow Transplant		Y	
Meningococcal Septicaemia – of specified severity		Y	
Motor Neurone Disease – unequivocal diagnosis		Y	
Multiple Sclerosis – of specified severity		Y	
Muscular Dystrophy – unequivocal diagnosis		Y	
Open Heart Surgery		Y	
Out of Hospital Cardiac Arrest		Y	
Paralysis – permanent and of specified severity		Y	
Parkinson's Disease – of specified severity		Y	
Parkinson-Plus Syndrome – unequivocal diagnosis		Y	
Pneumonectomy – complete removal of entire lung		Y	
Primary Pulmonary Hypertension – of specified severity		Y	
Severe Diabetes – of specified severity		Y	
Severe Osteoporosis – before age 50 and of specified severity		Y	
Severe Rheumatoid Arthritis – of specified severity		Y	
Stroke – in the brain and of specified severity	Y	Y	3 months
Total and Permanent Disability (TPD) (optional - not available with Critical Illness stand-alone)	Y	Y	

\* Coronary Artery Angioplasty – This benefit will only apply if your Critical Illness benefit is \$100,000 or more. The benefit payable for Coronary Artery Angioplasty is 10% of your Critical Illness benefit up to \$20,000 per event. For more information on this condition, please see page 80.

# Critical Illness insurance

## Extra Benefits Option

If you choose Critical Illness Plus insurance you can add one or both of the following extra benefits:

- Additional critical conditions for which a partial benefit is payable
- Critical Illness Buy Back – an option to buy back your Critical Illness insurance.

## Additional critical conditions for which a partial benefit is payable

You'll be paid a partial (20%) benefit for the additional critical conditions insured, subject to a minimum benefit of \$10,000 and the maximum partial benefit payable listed in the table below.

Your Critical Illness insurance will be reduced by the amount of any partial benefit payment made for these additional critical conditions.

You can only claim once for each critical condition.

The specific definition of these conditions, including the level of severity required for benefits to be payable are described on pages 78 - 86.

Additional critical conditions	Qualifying Period	Maximum partial benefit
<b>Adult Onset Insulin Dependent Diabetes Mellitus</b>		\$100,000
<b>Advanced Endometriosis</b> – of specified severity		
<b>Carcinoma In Situ of the Breast</b> – of specified severity	3 months	
<b>Deafness in One Ear</b> – permanent		
<b>Early Stage Benign Brain Tumour</b> – of specified type		
<b>Early Stage Chronic Lymphocytic Leukaemia</b> – of specified severity	3 months	
<b>Early Stage Prostate Cancer</b> – of specified severity	3 months	
<b>Facial Reconstructive Surgery and Skin Grafting</b> – of specified severity		
<b>Serious Accidental Injury</b>		
<b>Loss or Loss of Use of One Foot or One Hand</b> – total and irrecoverable		
<b>Loss of Sight in One Eye</b> – of specified severity		
<b>Congenital Abnormalities of a Child</b> – of specified severity	1 year	\$50,000
<b>Inability of a Child to Gain Independence</b> – of specified severity	1 year	
<b>Intensive Care</b> – requiring continuous mechanical ventilation for 5 days		
<b>Carcinoma In Situ of the Female Reproductive Organs</b> – of specified severity	3 months	\$20,000
<b>Death of a Child</b>	1 year	
<b>Early Stage Melanoma</b> – of specified severity	3 months	
<b>Orchidectomy</b> (as Required to Diagnose Carcinoma In Situ Of the Testicle) – with specific requirements	3 months	
<b>Specified Complications of Pregnancy</b>	1 year	



For information on how a claim under the Extra Benefits Option affects your insurance please see page 54.

### Critical Illness Buy Back

Until the Review Date after your 75th birthday, this option allows you to apply to restore your Critical Illness insurance up to the same amount as the benefit paid (without having to provide additional evidence of health, occupation or pursuits). Your insurance can be restored one year after MLC pays your Critical Illness benefit, including a partial benefit paid under the Critical Illness Extra Benefits Option.

For more information please see page 53.

# Income Protection insurance

Helps replace part of your earnings if you can't work due to sickness or injury

## Application age (next birthday)

**Professional and Clerical occupations:**  
19-60

**General and Special Risk occupations  
and Farmers under Farmers Package:**  
19-55

## Expiry age (insurance expires on reaching the age noted below)

65

## Minimum sum insured

A monthly benefit of \$500

## Maximum sum insured

- A monthly benefit of \$30,000
- For certain occupations, a monthly benefit of \$60,000
- For Farmers under Farmers Package, a monthly benefit of up to \$5,000



You'll find more information on page 64.

## To what age can you renew your insurance?

**Professional and Clerical Occupations,  
General Occupations and Farmers under  
Farmers Package (PPP only):** Guaranteed  
renewable up to age 65

**Special Risk Occupations:** Not guaranteed  
renewable up to age 65

## Claim structures available

Stand-alone   
Extension/Connection   
See page 48.

## Types of Income Protection insurance

### **IP+** Income Protection Plus

Income Protection Plus provides our highest level of insurance

### **IP** Income Protection Standard

Income Protection Standard provides our standard level of insurance.

This type of insurance provides:

- Indemnity cover only, and
- excludes claims arising from, or contributed to by chronic fatigue syndrome, fibromyalgia, certain mental disorders and/or drug, alcohol or chemical abuse or dependency unless you are confined indoors and under continuous care. For more information see page 66 and page 75.

For more information see page 90.

Income Protection insurance pays a benefit each month that you are totally or partially disabled or under rehabilitation.

This benefit is usually payable monthly in arrears from the end of the Waiting Period you choose.

## What types of occupations are insured under Income Protection insurance?

<b>Professional, Clerical and General Occupations</b>	Covers people in most occupations.
<b>Special Risk Occupations</b>	Covers people who work in certain special risk occupations which are hazardous or present special assessment difficulties, such as armed security guards. For this type of insurance, after the first three years, we'll review your insurance each year and may offer to renew it, but we won't guarantee its renewal. The maximum benefit period available is five years.
<b>Farmers (under the Farmers Package)</b>	Covers principal farm owners whose farm has been in operation for a minimum of two years and has a positive balance sheet (total assets exceeding total liabilities) over the two financial years prior to application. The benefit is based on the gross farm turnover (the total revenue received by the farm business throughout the financial year prior to application).

MLC or your financial adviser can tell you your occupation category. See pages 24 and 25 for what insurance benefits, features and options are available depending on your occupation category.

## Income Protection insurance settings you choose


There are some restrictions to your choice of Waiting Period and benefit period depending on your occupation.


1. Choice of Waiting Period		2. Choice of benefit period		3. Choice of Indemnity or Agreed Value
Occupation	Waiting Period	Occupation	Benefit Period	
Professional Clerical General	14 days 1 month 3 months 12 months 24 months	Professional Clerical General	2 years 5 years up to age 65	<p><b>Indemnity cover</b> - Your monthly benefit may be reduced because of a change in your Earnings.</p> <p><b>Agreed Value cover</b> - Your monthly benefit won't be reduced because of a change in your Earnings. Agreed Value cover will cost more than Indemnity cover for this reason.</p> <p>Both are available under Income Protection Plus.</p> <p>Income Protection Standard provides Indemnity cover only.</p> <p>Agreed Value and Indemnity cover is no longer available if you don't already hold it. If you already hold Agreed Value or Indemnity cover, you can continue to make changes or transfer your cover (as set out in the PDS).</p>
Special Risk	14 days 1 month 3 months	Special Risk	2 years 5 years	
Farmers (Farmers Package)	1 month 3 months 12 months	Farmers (Farmers Package)	2 years 5 years	
<p>There is a Waiting Period before your benefit is paid.</p> <p>A shorter Waiting Period means your benefit will be paid sooner.</p> <p>Your premiums will cost more for shorter Waiting Periods.</p>		<p>You'll receive your monthly benefit for your chosen benefit period.</p> <p>A longer benefit period means your benefit can be paid for a longer period of time.</p> <p>Your premiums will cost more for longer benefit periods.</p>		
For details see page 95.				For details see pages 64 - 65.




































# Income Protection insurance

## Income Protection insurance - Benefits, Features and Options

Details are available at the page number listed.

 Available on both Income Protection Plus and Income Protection Standard

 Available on Income Protection Plus only

Benefit(s)		Feature(s)		Option(s)	
 <b>Total Disability Benefit</b> Page 90		 <b>Premium Waiver</b> Page 73		 <b>Extra Benefits</b> Pages 68 - 69	<b>Benefit during the Waiting Period</b> Page 68
 <b>Partial Disability or Rehabilitation Benefit</b> Page 90		 <b>Return to work during the Waiting Period</b> Page 66			<b>Accommodation Benefit</b> Page 68
 <b>Rehabilitation Expenses</b> Page 73		 <b>Waiting Period Conversion</b> (not available for Special Risk occupations) Pages 73 - 74			<b>Transportation Benefit</b> Page 69
 <b>Rehabilitation Bonus</b> Page 73		 <b>Recurring Disability Benefit</b> Page 73			<b>Home Assistance</b> Page 69
 <b>Death Benefit</b> Page 71		 <b>Increases without further medical evidence</b> (not available for Special Risk occupations) Pages 71 - 72			<b>Double benefits for specified conditions</b> Pages 68 - 69
 <b>Elective Surgery Benefit</b> Page 71		 <b>Extended Cover Renewable to age 70</b> (not available for Special Risk occupations) Page 71			<b>Advance payment for certain injuries</b> Page 68
 <b>Child Support Income Benefit</b> Pages 70 - 71					<b>No Claim Bonus</b> Page 69
				 <b>Indexed Claim Benefits</b> Page 72	
				 <b>Short Waiting Period for Accidental Injury</b> Page 73	
				 <b>Occupational HIV, Hepatitis B or C Lump Sum Benefit</b> (for certain occupations only) Pages 72 -73	
				 <b>Inflation Linked Option</b> Page 37	

### Options that reduce premiums

■ <b>Indemnity Option</b> (not available under the Farmers Package) Page 65	
■ <b>HIV/AIDS Exclusion Discount</b> Page 71	
■ <b>Non-Occupational Cover Option</b> (for Special Risk occupations only) Page 72	

There are some types of insurance benefits, features and options you can no longer have inside super. This table refers to the insurance benefits, features and options not available after 30 June 2014, or where a modified definition applies. It doesn't impact you if you already had Income Protection insurance prior to this date.

Insurance benefits, features and options	Changes
<b>Total Disability Benefit</b> Page 90	If you have an LCS policy or a PPP policy owned by an SMSF and your Income Protection insurance first commenced after 30 June 2014 then you must also have satisfied the SIS definition of Temporary Incapacity, as defined on page 94, before any benefits are payable.  After 30 June 2014 this benefit isn't available for new Income Protection insurance under a PPP policy owned by an SMSF.
<b>Partial Disability or Rehabilitation Benefit</b> Page 90	
<b>Benefits where a prior period of Total Disability is not required for Partial Disability or Rehabilitation</b> Page 90	
<b>Rehabilitation Expenses</b> Page 73	
<b>Rehabilitation Bonus</b> Page 73	
<b>Child Support Income Benefit</b> Pages 70 - 71	
<b>Extra Benefits Option</b> Pages 68 - 69	
<b>Occupational HIV, Hepatitis B or C Lump Sum Benefit</b> Pages 72 - 73	

# Business Expenses insurance

Helps keep your business going if you can't work due to sickness or injury

Business Expenses insurance is only available under PPP. After 30 June 2014, for SMSFs new Business Expenses insurance is not available under a PPP policy.

## Application age (next birthday)

**Professional and Clerical occupations:**  
19-60

**General occupations:** 19-55

Not available for Special Risk Occupations.

**Expiry age (insurance expires on reaching the age noted below)**

65

## Minimum sum insured

A monthly benefit of \$500

## Maximum sum insured

A monthly benefit of \$60,000

## To what age can you renew your insurance?

**Professional and Clerical Occupations and General Occupations :**

Guaranteed renewable up to age 65

## Claim structures available

Stand-alone 

Extension/Connection 

See page 48.

## Types of Business Expenses insurance

There is only one type of Business Expenses insurance

## Business Expenses setting you choose

### Choice of Waiting Period

You can choose a Waiting Period of 14 days or 1 month.

## Business Expenses insurance - Benefits, Features and Options

More information is available at the page number listed under each benefit

Benefit(s)	Feature(s)	Option(s)
<b>Business Expenses Benefit</b> Page 90	<b>Premium Waiver</b> Page 73	<b>Inflation Linked Option</b> Page 37
<b>Death Benefit</b> Page 71	<b>Recurring Disability Benefit</b> Page 73	
	<b>Return to work during the Waiting Period</b> Page 66	
<b>Options that reduce premiums</b>		
		<b>HIV/AIDS Exclusion Discount</b> Page 71

If you have a PPP policy owned by an SMSF and your Business Expenses insurance first commenced after 30 June 2014 then you must also have satisfied the SIS definition of Temporary Incapacity, as defined on page 94, before any benefits are payable.

# 3

## Your insurance journey



# Your insurance journey

## 1. Choosing and buying your insurance

MLC offers a range of insurance to meet your needs. You need to choose the type of insurance you need and the amount (known as the sum insured).

Your financial adviser can help you choose the insurance that is right for you. They'll provide you with a quote for the cost of the insurance and a copy of this PDS for you to read. They can help you complete the application.

### What we cover in this section you need to know:

- How to apply
- Nominating beneficiaries
- Appointing your authorised representative
- Payments to financial advisers and third parties

## 2. Assessment and underwriting

We'll assess your individual circumstances to determine if we can provide insurance, and if we need to apply special terms to your insurance.

We'll get in touch with you if we have any questions about your application.

### What we cover in this section you need to know:

- How your application is assessed
- Temporary insurance you have while we assess your application (Interim Accident Insurance)

## 3. Your insurance policy

When we accept your application we'll issue your policy. You will receive:

- an insurance policy document, which sets out the terms and conditions of your insurance, and
- a schedule which sets out details of what you're insured for (including the sum insured, specific settings and options selected, special terms that you have, etc).

## 4. Your premiums

Your premium is the amount you pay for your insurance. We'll recalculate your premiums each year and we'll send you a new policy schedule with details of your insurance for the year ahead, including your premium amount.

### What we cover in this section you need to know:

- Premiums and how they're calculated
- How do your premiums change each year
- Additional information: features, charges and terms

### In this section you will find:

- Specific information you need to know about each stage of your insurance journey, as well as
- important legislative, regulatory and procedural information about your insurance.

## 5. Updating your insurance

We will review your insurance and update it from time to time. You should also review your insurance with your financial adviser and make changes in line with your change in needs.

### What we cover in this section you need to know:

- Guarantee of upgrade
- Changing your insurance
- Renewing your insurance
- Insurance in super - continuing your policy past age 65
- Transferring your insurance between non super and super policies
- Converting Life Cover Super policies
- Replacing your existing insurance
- Cancelling your insurance

## 6. Making a claim

You or your beneficiaries can make a claim if a claimable event occurs while you're insured.

If you or your beneficiaries need to make a claim please call us on **1300 125 246** between 8.30am and 6pm (AEST/AEDT), Monday to Friday, to find out what you or they need to do, and to get the relevant forms.

For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

### What we cover in this section you need to know:

- How to claim

## 7. Paying benefits

If your claim is approved the benefit is paid. The insurance terms and conditions describe when the benefit paid will be:

- The sum insured for that insurance, or
- A proportion of the sum insured, or
- Another specified amount.

### What we cover in this section you need to know:

- Benefits for all your insurance
- Benefits for insurance in super and the conditions of release

In addition, this section has the following legislative, regulatory and procedural information about your insurance that you need to know:

- taxation
- the Life Insurance Code of Practice
- resolving complaints



# 1. Choosing and buying your insurance

**Below is some important information about how to apply, how you can choose who receives death benefits, and what payments we make to your financial adviser and other third parties.**

## How to apply

To apply for your insurance, please complete the application form which has been included with this PDS.

For Life Cover Super, your application is made to the Trustee, who applies to us for insurance on your behalf.

For insurance held by a SMSF Trustee, the Trustee has to complete the application as the policy owner.

A LCS policy can only cover one life insured.

A PPP policy can cover up to six lives and each life insured can have different types of insurance and levels of cover.

You will need the assistance of a financial adviser to apply for your insurance.

They can help you with each step of the application process, including preparing a quote, completing and submitting the application, and following up any additional requirements we may have.

## Nominating a beneficiary for insurance outside super

### Who receives your death benefit?

On your application form, you can nominate up to six beneficiaries to receive your death benefit along with the portion you'd like each beneficiary to receive. Benefits paid for Terminal Illness and Accidental Injury will be paid to you.

If any of your beneficiaries die before you, the nomination is cancelled.

If you don't nominate a beneficiary, your death benefit will be paid to the policy owner or your estate, unless we're legally required to pay the benefit to someone else.

If the policy owner changes (for instance if you move your insurance from non-super to super insurance) your nomination will be automatically cancelled.

Nomination of a beneficiary is only available for any insurance taken out for non-business purposes. Generally, non-business purposes mean that the beneficiary does not pay an amount of money or other consideration to become nominated.

### What happens if there's more than one policy owner?

If there are multiple policy owners, they own it jointly. If one policy owner dies, the policy will be owned by the remaining policy owner, or jointly owned by all the remaining policy owners.

If all policy owners have died, we'll pay any benefits to the estate of the policy owner who died last, unless legally required to pay someone else.

Please speak with your financial adviser for more information.

## Nominating beneficiaries

It's important to keep your beneficiary nomination up to date with changes in your personal circumstances.

You can cancel or change your nomination at any time by completing the Beneficiary Nomination Form available at [mlcinsurance.com.au/using-your-insurance/forms-and-documents](https://mlcinsurance.com.au/using-your-insurance/forms-and-documents) or call **13 65 25** to request the form.

For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

You should speak with your financial adviser, estate planner or legal representative to determine which type of nomination will best suit your circumstances and how the tax rules apply to your beneficiaries.

## Nominating a beneficiary for insurance inside super

Your death benefit will be paid to the Trustee who will pay it according to super law.

Your beneficiary nominations need to be lodged with the Trustee.

Please refer to your Trustee for beneficiary nomination options that may be available to you.

Details will be available on your super provider's website, PDS, or trust deed.

Please note: For Personal Protection Portfolio, nominations cannot be made by Trustees of a trust or self-managed super fund.

## Appointing your authorised representative

You may appoint an authorised representative to access information about the policy on your behalf with a written request, or by completing the Change of Policy Details Form available at [mlcinsurance.com.au/using-your-insurance/forms-and-documents](https://mlcinsurance.com.au/using-your-insurance/forms-and-documents). This person is not permitted to perform any other actions in respect of the policy. The appointment is valid until changed or cancelled in writing by you (in a form acceptable to us), or until the policy is cancelled. It is your responsibility to change your authorised representative if your circumstances change.

# 1. Choosing and buying your insurance

## Payments to financial advisers

We have an agreement with your financial adviser to pay commission which is based on the premium paid.

This commission is included in the premium and is not an additional cost to you. If you don't have a financial adviser, your premium won't be less.

The actual remuneration your financial adviser receives, including any commission, will depend on your financial arrangement with them and will be disclosed to you by them as required by law.

## Third party payments

MLC may also pay third parties for the distribution, promotion or marketing of MLC's insurance products.

These third parties may include licensees (with whom your financial adviser is a representative).

Any such payment made by MLC to a third party is not an additional cost to you.

If applicable, any additional payments will be disclosed to you in the relevant Financial Services Guide which the third party must provide to you.

## 2. Assessment and underwriting

***Below is some important information about how we assess your application, and temporary insurance that we offer while we are assessing your application***

### **How is your application assessed?**

We'll assess your application, taking into account your occupation, lifestyle, leisure activities and medical history, to decide whether (and on what terms and conditions) insurance can be offered to you.

In some cases you may not be eligible for the insurance you ask for, or we might offer you insurance at a higher premium, or with an exclusion (for example, if you take part in a hazardous sport or have an existing health problem), or offer other alternative terms.

We may telephone you to help assess and process your application.

Depending on the insurance you apply for, we may need additional financial and medical information.

We may also ask you to undergo a medical examination or test.

We'll pay for any medical information asked for during the application process (including reasonable travel costs and out of pocket expenses agreed in advance and the production of any report), unless we tell you otherwise.

We may also need to write to your Doctor seeking additional information (authorised by you).

If you are not the policy owner, we will not share your personal information with the policy owner without your consent, except to the extent necessary to deal with an application, policy or claim. If we share your personal information this will be in line with privacy and confidentiality requirements.

We'll update your adviser with the progress of your application. If your application isn't accepted we'll let you know at the earliest possible time.

You must let MLC know if any information you give on your application changes before MLC has issued a policy (for instance, if you become ill or have an Accident). If you do not, the insurance policy may not be valid. This also applies to applications to extend, vary or reinstate the policy.

### **Interim Accident Insurance**

While we assess your application, you'll have a temporary insurance for each type of insurance you apply for, which will insure you for accidental events during this period. This insurance is called **Interim Accident Insurance**.

For all the important information about this insurance, including when it starts, what it does and does not insure, and when it will end, please see the Interim Accident Insurance Certificate on pages 101 and 102.

## 3. Your insurance policy

***Below is some important information about when your insurance starts, and what happens if you change your mind after the insurance starts.***

### **When your insurance starts**

All the terms and conditions of your insurance are effective from the start date shown in your Policy Schedule.

### **What if you change your mind - the cooling off period?**

If you give us a written request to cancel within the cooling off period, we'll refund premiums that you've paid.

The cooling off period is 30 days from the day on which your first Policy Schedule was issued.

For insurance inside super, any refund will be paid to the Trustee.

However, if you make an alteration or claim on your insurance during these 30 days, this will confirm your acceptance of your insurance and we won't refund any premiums paid.

## 4. Your premiums

### **Some important information about premiums and other charges.**

#### Premiums and how they're calculated

Your premium is the amount of money we charge for the insurance we provide and is calculated by applying your **individual insurance choices** and **personal circumstances** to our standard premium rates.

#### Your individual insurance choices and personal circumstances

Your adviser in discussions with you, will customise your insurance to suit your individual needs.

Individual insurance choices that impact your premium, which may among other things, include:

- **the type of insurance(s) selected** – the cost of each type of insurance depends on the benefits and features it provides. Higher premiums generally apply for insurances with a broader range of benefits and features, compared to insurance with a more limited range of benefits and features.
- **the benefit amount** – generally, the higher the benefit amount you select for each insurance, the higher the premium.
- **the structure of your insurance(s)** – you can link your TPD and Critical Illness insurance to Life Cover insurance. You'll pay less for insurances that are linked because a claim payment from one of these insurances will reduce the benefit amount of other linked insurances.
- **the premium structure you select** – your premium structure will impact your premiums and how they change over time. For more information, see Your premium structure on pages 36 - 37.
- **the Options at extra cost selected** – some types of insurance have options available at an extra cost. If you choose any of these options in your insurance, the premium will be higher.
- **whether a discount applies** – if your insurance meets certain eligibility criteria, a discount may apply. These discounts are not guaranteed, may be varied or removed, and may not apply over the life of your policy.
- **the frequency of premium payments** – the amount payable each year is higher the more frequently you choose to pay. Monthly is the most expensive, followed by half-yearly. Yearly payments are the least expensive.
- **Inflation Linked Option** - if the Inflation Linked Option applies to your insurance, we will increase the sum insured amount at each Review Date. The premium will generally increase to reflect the change. For more information, see Inflation Linked Option on page 37.
- **commission** – your premium includes a commission component. For more information, see Payments to financial advisers on page 30.
- **for Income Protection and Business Expenses, the waiting period selected** – generally, the shorter the waiting period you select, the higher the premium.
- **for Income Protection, the benefit period selected** – the longer the benefit period you select, the higher the premium.
- **gender** – life and health outcomes vary by gender, including differences in life expectancy and the rate and duration of injuries or illnesses. As a result, premium rates for each insurance will differ by gender.
- **occupation** – we classify occupations into occupation categories based on the risk an occupation has of experiencing injury or illness. Generally, the higher the risk, the higher the premium.
- **smoking status** – premium rates for smokers are higher than they are for non-smokers.
- **health and family history** – risk factors affecting your health and/or your family history may impact your premiums. This is assessed during the underwriting process.
- **sports and recreational pursuits** – participation in certain sporting activities or recreational pursuits may carry greater risk. This may in turn, impact your premium.
- **state of residence** – your premiums include government charges, and each state and territory government may charge stamp duty on different types of insurances depending on your residence.

Personal circumstances that impact your premium, which may among other things, include:

- **age** – generally, the older you are, the higher the premium.

## 4. Your premiums

### Policy fees

MLC reserves the right to charge you a policy fee, or to change the policy fee if there is one. We'll give you one month's written notice if we do.

If a policy fee applies to your insurance, it will appear in your Policy Schedule.

The premium you pay may include a policy fee for administering your policy, which may increase every year in line with the Consumer Price Index (CPI) at the Review Date.

The policy fee at the preparation date of this PDS is:

Frequency of premium payments	Policy fee	Annual equivalent
Monthly	\$7.73	\$92.76
Half-Yearly	\$45.04	\$90.08
Yearly	\$86.59	\$86.59

### Paying your first premium

If you pay your first premium before the policy is issued, the payment will be held in a trust account until your application has been accepted or declined.

We keep any interest earned on this money.

If your application is declined, we refund any premium you may have paid to you or, if required by super law, to your super account.

### Minimum premiums

The minimum premium for both your initial insurance and for subsequent changes, excluding policy fees is:

Frequency of premium payments	Minimum premium (for new applications)	Minimum premium (for increases to existing insurance)	Minimum premium (for TPD and Critical Illness as a connected benefit only)
Monthly	\$20	\$10	\$10
Half-Yearly	\$130	\$65	\$65
Yearly	\$250	\$125	\$125

### How to get a quote

Your financial adviser will provide you with an indicative quote for your premium based on the types and amounts of insurance you apply for.

This quote will not take into account all of your personal circumstances.

Your actual premium may be different from the quote for reasons including if:

- you make a change to the insurances applied for,
- we assess your application, and are only able to provide insurance if you agree to a higher premium (a Loading) and/or alternate terms. We may decide this is required due to medical or lifestyle reasons or other personal circumstances.

Please speak with your financial adviser.

If you don't have one, please call us on **13 65 25** and we can put you in touch with one. For hearing impaired customers, please call **1300 555 727**.

For customers requiring interpreting or translation services, please call **131 450**.

### Where to find your premiums

Your premium will be stated in your Policy Schedule.

We will issue your first Policy Schedule when your insurance commences, and an updated Policy Schedule each year before your Review Date, confirming your premiums and insurance cover from that date.

## Payment methods

Several payment methods are available, and all premiums are paid in advance.

Your annualised premium will be higher if you choose to pay more frequently. Monthly is the most expensive, followed by half-yearly. Yearly payments are the least expensive (see table below).

We can change the frequency loading percentages at any time and will notify you of any material changes. Any changes will apply at your next Review Date.

Frequency of payments	Payment Methods					Frequency Loadings
	Direct Debit	Credit Card	Cheque	BPay*	Eligible MLC Account*	
Monthly	Y	Y			Y	7%
Half-Yearly	Y	Y	Y	Y	Y	4%
Yearly	Y	Y	Y	Y	Y	Nil

\* Only available for MLC Life Cover Super. See page 92 for a list of Eligible MLC Accounts. Only one deduction may operate on any account.

MLC Life Cover Super doesn't accept contributions from:

- directed termination payments,
- superannuation lump sum rollovers,
- personal injury payments,
- small business sale proceeds, or
- transfers from overseas funds.

For more information about how to pay your premiums, please go to

[mlcinsurance.com.au/using-your-insurance/how-to-pay-your-insurance-premiums](https://mlcinsurance.com.au/using-your-insurance/how-to-pay-your-insurance-premiums)

## How do your premiums change each year

We recalculate the premiums for your policy each year at your Review Date. We will also recalculate the premiums for your policy when there is a change to your policy.

If we make changes to your premium, including making changes to our premium rates, the change will only apply to you once a year, effective from your next Review Date. We'll give you at least one month's written notice before premiums change.

If you make changes to your policy, we'll recalculate your premium based on the rates applicable at the time the change is approved by us.

Your premiums will vary depending on several factors including:

- **your premium structure** – for more information, see Your premium structure on pages 36 - 37.
- **your eligibility for discounts** – we may from time to time offer discounts that may reduce your premiums. These discounts are not guaranteed, may be varied or removed, and may not apply over the life of your policy.

## 4. Your premiums

Your premiums will also change if, for example:

- your benefit amount changes, for example because of Inflation Linked Option increases,
- your cover changes, for example because there is an automatic change to the terms of your cover when you reach a particular age as set out in your policy,
- there are changes to stamp duty or other government charges,
- there are changes to policy fees (if applicable),
- we make changes to our standard premium rates, or the discounts we offer. For more information, see [Changes to premium rates on this page](#).

### Premium rates

We calculate your premiums by reference to our set of standard premium rates, which are available on request. When setting our standard premium rates, we consider a broad range of factors, including the risks associated with each insurance option, and different personal circumstances. Some of these factors are listed in [Premiums and how they're calculated on page 33](#).

### Changes to premium rates

When we issue your Policy, we provide you with a Policy Schedule that sets out the premium for your first period of cover. The premium you pay is determined by a set of standard premium rates. The standard premium rates are not guaranteed to stay the same. Your premium can change for a number of reasons, including due to a change in the standard premium rates we use.

We set our standard premium rates to cover expected future claims costs for the group of customers we insure, meet our other costs of doing business and to include a reasonable margin for providing the insurance cover to you.

We regularly review our standard premium rates to ensure they remain appropriate, and if we increase these then your premium will also increase.

When we review our standard premium rates, we will look at factors including the following:

- For expected future claims costs, factors can include recent claims experience, or industry trends which show a likely increase in the future cost of claims;
- For other costs of doing business, factors can include changes to tax, government or other mandatory charges, the cost of reinsurance, the costs to meet compliance and regulatory requirements, distribution costs, and changes to business operating expenses;
- For reasonable margins in providing the insurance cover, factors can include changes to the economic environment such as interest rates, inflation rates and market returns, or the achievement of a fair shareholder target return for the commercial risks taken in providing the insurance.

If we make changes to our standard premium rates, we will always act reasonably and with utmost good faith, and any changes will be applied consistently for policies of the same kind. This means your policy will not be singled out for a change in premium rates.

If your premium increases, you have a number of options to manage the cost of your cover, such as reducing your cover or changing the options on your cover. Please speak to us or your financial adviser for assistance.

### Your insurance can be customised

Your insurance can be customised to suit your individual needs.

Life changes over time, and we encourage you to regularly review your insurance cover to ensure it continues to meet your needs.

Your adviser can help you review and adjust your insurance cover.

### Additional information: features, charges and terms

### Your premium structure

You can choose from:

- stepped premiums
- decreasing cover, or
- level premiums.

You can make different selections for different types of insurance. However, if you purchase Critical Illness or Total and Permanent Disability and Loss of Independence insurance as part of your Life Cover or as a Connected Benefit, the premium structure(s) chosen must be the same as for Life Cover. You can also choose to split your insurance between different premium structures for the one type of insurance.

### Stepped premiums

When we calculate your premiums each year, we do so based on your age and the



premium rate that applies at your Review Date. Your premium will usually increase each year as you get older.

Your premiums may also change due to other factors. For more information see How do your premiums change each year on pages 35 - 36.

### Decreasing Cover

This premium structure is similar to stepped premiums, however your premium remains the same while your sum insured varies each year based on your age and the applicable premium rate at your Review Date.

Decreasing Cover premiums can change due to other factors. For more information see How do your premiums change each year on page 35 - 36.

Decreasing cover is not available for TPD stand-alone, Income Protection or Business Expenses insurance.

### Level premiums

Level premiums have the cost of providing insurance spread out over a number of years. This means the cost starts out higher than stepped premiums, but depending on how long you hold your insurances, the cost may be lower at some point in the future.

We calculate your level premiums each year based on the benefit amount that was applied for at your age when the insurance started, and the applicable premium rate for that age at your Review Date.

Level premiums do not increase because of your age, however level premiums may still increase due to other factors. For more information, see How do your premiums change each year on page 35 - 36.

We do not guarantee level premium rates will stay the same.

If you increase your benefit amount, or it increases because of the Inflation Linked Option, your premium for that increased amount will be based on your age at the date of the increase, and the applicable premium rate.

At the Review Date following your 65th birthday, you have the option to continue your insurance (see pages 52-53) on a stepped premium.

### Inflation Linked Option

If you selected this option, then each year, on your Review Date, we'll automatically increase your sum insured to take inflation into account.

Your sum insured will increase in line with the Consumer Price Index (CPI) as follows:

- for Life Cover, TPD and Loss of Independence and Critical Illness the minimum increase to the sum insured at any one Review Date will be the greater of the increase in CPI or 5%.
- for Income Protection and Business Expenses, the increase to the sum insured at any one Review Date will be the increase in CPI.

Your premium will increase to reflect the higher sum insured. We'll let you know about the increase one month before your Review Date.

If you don't want the CPI increase (in part or in full) for a particular year, please call us within two months of your Review Date.

The Inflation Linked Option isn't available for Terminal Illness Support or the decreasing cover premium structure.

### Premiums inside super – super contributions

When your insurance is held inside super, the premiums you pay directly are considered to be super contributions.

These premiums will be for the cost of the insurance. Your insurance won't accept investment contributions.

While you can contribute as much as you like into super, you'll pay additional tax if your contributions exceed certain limits.

These limits may change from time to time.

Your contributions to pay for insurance premiums need to be added to any contributions you and your employer make for contribution cap limit purposes.

There may be other tax implications where premiums are paid from a personal account. To find out more, including the current limits and who can contribute, go to [apra.gov.au](http://apra.gov.au) or [ato.gov.au](http://ato.gov.au). You can also speak with your financial adviser.

### What happens if your premium isn't paid?

If you haven't paid your premiums in full by the date they're due you'll receive a reminder letter.

If you don't pay your outstanding premiums in full by the due date in the letter:

- we'll cancel your policy and your insurance will end, and
- any benefits payable up to the due date will be reduced by the amount of any outstanding premiums owing to us.

## 4. Your premiums

You can apply to reinstate your policy within six months of your insurance being cancelled due to non-payment of premiums. However:

- you will need to pay all outstanding premiums; and
- you will need to respond to health or lifestyle questions. The reinstatement of your insurance may be declined dependent on your responses.

There is a short window after cancellation where the insurance can be reinstated without the need to answer these questions. You should contact us soon after your insurance is cancelled if you want it reinstated.

### Refunding your premium when you cancel your insurance

If you cancel your insurance and:

- you pay your premium monthly, your insurance will end as at the next Paid To Date,
- if your premiums are deducted from your Eligible MLC Account, MLC will cease deducting premiums on the date the policy is cancelled and your insurance cover will end as at the next Paid To Date, as outlined above for premiums paid monthly, or
- you pay your premium half-yearly or yearly, your insurance will end on the next monthly Paid To Date following receipt of your cancellation request. Any premium paid by you after that Paid To Date will be refunded to you or, if required by the super law, to your super account.

Paid To Date means the date premiums are paid up to in whole months in line with the Review Date.

### Family law charges

The Family Law Act helps super, life insurance and other investments to be divided between parties should there be a marriage or de facto breakdown.

We may be obliged to provide information to other parties and manage your policy in line with court orders. We reserve the right to charge the policy owner a fee if we have to comply with a Family Law injunction or order which alters your rights, liabilities or property interests and to recover any legal costs incurred by us in responding to matters arising from an order or injunction.

### Government charges

We reserve the right to charge you an amount for any duty, tax, excise, impost, charge or deduction applied by the federal or state or territory governments as may apply to your policy and such amount will be calculated by reference to the relevant rate that applies at the time your annual premium is calculated.

There is currently no Goods and Services Tax (GST) charged on your premium.

## 5. Updating your insurance

***Below is important information about how we might update your insurance over time, how you can update your insurance to suit your changing needs, and information you need to know about transferring and replacing your insurance.***

### Guarantee of upgrade

Whenever we improve the terms of a type of insurance you've chosen, and those improvements don't increase your premiums, we'll upgrade the terms of your policy.

Each new improvement only applies from its effective date – i.e. the date when the new definition or feature starts. So the improvement only applies to claims, health conditions and events which start or take place after the effective date.

The improvements won't apply to past or existing claims, or claims resulting from health conditions or events which started or took place before the effective date.

MLC will inform you of the effective date of any improvements to your policy. Should a situation arise where you are disadvantaged by the application of a policy term that has been changed under the Guarantee of upgrade since your policy started, then we will instead apply the prior version of that term that is most advantageous to you.

### Changing your insurance

You can at any time make a request to change your insurance (using the appropriate form), including a change to a sum insured or to add or remove a type of insurance or option. Each change is subject to our approval so we'll let you know if we've accepted or declined your request. Your premium may also change as a result of your requested change. Your financial adviser can provide the relevant forms and help you decide whether to alter your insurance.

### Renewing your insurance

As long as your premiums continue to be paid, we'll generally renew your insurance each year, even if you make claims or your health worsens.

Your insurance will continue until the expiry is reached or a nominated event occurs that ends your insurance.

For some types of insurance, we will continue to renew the insurance after a claim.

For other types of insurance, after a set period of time you may be able to restore your sum insured back to the amount it was before the benefit was paid, without having to provide additional evidence of health, occupation or pursuits.

Further details on renewing insurance after a claim can be found in the Summary of the terms and conditions section of this PDS, which starts on page 48.

The following insurances are not guaranteed renewable and, after the first three years in force:

- we'll renew Critical Illness Standard insurance only on terms and conditions that apply at the time of renewal, and
- we'll renew Income Protection (if your occupation is Special Risk) insurance on a case-by-case basis.

### Protecting your super

The Trustee will request us to cancel insurance cover in super where your super account hasn't received a contribution for 16 continuous months and you haven't elected in writing to keep your insurance cover, even if your account is inactive. You can avoid cancellation of your insurance by either:

- paying a premium / contribution / rollover into your super account at least once every 16 months, or
- completing a Keep My Insurance form, which will then exclude your policy / super account from this process, or
- agreeing to the declarations that are part of the insurance application (which your financial adviser can help you access).

### Transferring your insurance between non-super and super policies

You can transfer your insurance between MLC Personal Protection Portfolio and MLC Life Cover Super as long as the insurance is still in place.

Transferring insurance involves replacing it with insurance on another policy. For example,

- you can replace your Life Cover insurance in your PPP policy with Life Cover insurance under a new LCS policy, to obtain the benefits of holding your insurance inside super, or
- you can transfer your insurance in your LCS policy to a new PPP policy outside super (see 'Converting MLC Life Cover Super policies' on page 40).

## 5. Updating your insurance

The new policy will be taken to have started on the later of:

- the date similar insurance began under the original insurance policy, or
- the date the original insurance policy was last reinstated.

The amount of sum insured under the new policy won't be more than it was under the old policy at the date of conversion. Premiums under the new policy will be calculated in line with MLC's base premium rates at the time, taking into account the amount of sum insured, your age and acceptance terms of the policy.

Any beneficiary nomination made for one product doesn't apply to another product when the transfer applies.

You'll need to make a new beneficiary nomination for the new policy by completing the Beneficiary Nomination Form available on [mlcinsurance.com.au/using-your-insurance/forms-and-documents](https://mlcinsurance.com.au/using-your-insurance/forms-and-documents) or call **13 65 25** to request the form. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

Certain restrictions apply to transfers involving insurance inside super policies and your financial adviser can help you with this.

We reserve the right to refuse a transfer application if you have made a claim or are entitled to make a claim. If we do refuse your transfer application for any reason your existing insurance will continue unless you choose to cancel or your insurance ends.

More information on transferring your MLC Life Cover Super policy to insurance outside super can be found in [Converting MLC Life Cover Super policies](#) on this page.

### Converting MLC Life Cover Super policies

#### What is conversion?

This means your insurance inside super ends and a new policy will be issued outside super.

#### When does conversion happen?

You can convert your MLC Life Cover Super policy to a non-super policy at any time before you turn 75 (ie the date your MLC Life Cover Super ends).

#### How does the conversion work?

On conversion, we'll cancel the MLC Life Cover Super policy held by the Trustee for you and issue you with a non-super policy with similar types of insurance and sums insured.

The policy terms and conditions will be determined at the date of conversion.

In determining eligibility for insurance, the new policy will be taken to have started on the later of:

- the date similar insurance began under the super insurance policy, or
- the date the super insurance policy was last reinstated.

The sum insured under the new policy won't be more than it was under the old policy at the date of conversion.

Premiums under the new policy will be calculated in line with MLC's base premium rates at the time; taking into account the type of insurance, the sum insured, your age and acceptance of the terms of the policy.

Any beneficiary nomination made for one life insurance product doesn't apply to the new product when a conversion applies.

You'll need to make a new beneficiary nomination for the non-super policy by completing the Beneficiary Nomination Form available on [mlcinsurance.com.au/using-your-insurance/forms-and-documents](https://mlcinsurance.com.au/using-your-insurance/forms-and-documents) or call **13 65 25** to request the form. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

## Replacing your existing insurance

If you're replacing the insurance, you should compare the differences between the existing and replacement policies.

This way you can make sure your replacement insurance is suitable for you.

If the insurance you're replacing is issued by MLC Limited, then you agree that we'll cancel the insurance once your new MLC Personal Protection Portfolio and/or MLC Life Cover Super policy starts.

If the insurance you're replacing is with another provider, then once your MLC Personal Protection Portfolio and/or MLC Life Cover Super policy starts, it will be your responsibility to cancel the replaced insurance. If you don't, any benefit payable under your replacement insurance will be reduced by any similar amount that you, your estate or nominated beneficiary would be entitled to receive under the insurance that was to be replaced.

Before you take steps to cancel and replace an existing life insurance policy, you should talk to your financial adviser or contact us on **13 65 25**. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

A new policy may require you to re-serve Waiting Periods, additional health exclusions may apply, and the new policy may not provide you the same insurance

**Importantly, do not cancel your existing policy before your replacement insurance is in place.**

## Cancelling your insurance

You can cancel your insurance at any time. If you want to cancel your insurance, please call us on **13 65 25**. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

For information about the risks and consequences of cancelling your insurance, please speak with your financial adviser or go to [mlcinsurance.com.au/cancelyourinsurance](https://mlcinsurance.com.au/cancelyourinsurance)

## 6. Making a claim

***If you need to make a claim, please call us on 1300 125 246 between 8.30am to 6pm (AEST/AEDT), Monday to Friday, to find out what you need to do and to get the relevant forms. For hearing impaired customers, please call 1300 555 727. For customers requiring interpreting or translation services, please call 13 14 50.***

### How to claim

When you need to make a claim, please let us know as soon as possible, preferably within 30 days of the event entitling you to make the claim, so we can start working on it.

Any delay in notifying us may make it difficult for us to assess your claim and this could impact your Benefit.

You or your representative can call us and we'll tell you what you need to do and send you the necessary forms.

The sum insured for each type of insurance is shown in your Schedule.

Different types of insurance may have special claim requirements and we may ask for further proof or information to help in assessing your claim.

Any proof or information you are asked to provide is at your cost. However, if we need a financial audit or medical examination by a person we appoint, we'll pay for it.

If we don't accept your claim, we'll let you know our reasons.

### **Specific notification period for HIV Contracted Through Medical Procedures and HIV Contracted Through the Life Insured's Work**

You need to notify us within 14 days of HIV being contracted.

This doesn't apply if you or the Trustee weren't legally capable of providing information about the claim during that time.

# 7. Paying benefits

## Benefit payments for all insurance

### What benefits are paid

The benefit we pay will be either:

- The sum insured, or
- A proportion of the sum insured, or
- Another specified amount

as determined by the terms and conditions of your insurance.

In the case of Income Protection and Business Expenses insurance we'll review your benefit amount regularly in line with the terms and conditions of your insurance.

The terms and conditions of the insurance must be met for benefits to be payable.

### Who do we pay

The benefits will be paid to:

- You, or
- the policy owner if they are someone else (including the Trustee for insurance in super), or
- each nominated beneficiary (according to their share of the benefit), or
- your personal legal representative (Your estate) if there is no Nominated Beneficiary.

## Benefits inside super – and the conditions of release

For insurance inside super, the Trustee receives any benefits payable under the policy if you make a claim.

For insurance inside super, we will not pay a benefit unless the trustee is able to immediately release that benefit pursuant to a condition of release. This does not apply if your insurance commenced before 1 July 2014.

Your Trustee will release those benefits to you if permitted under super law, which set out certain conditions of release that you have to meet.

If you don't meet a condition of release for any reason, the Trustee can't release the benefit to you.

If this happens the Trustee will hold the benefit in the Fund as a preserved benefit, until you satisfy a condition of release.

Since 30 June 2014, the Trustee has been required to ensure that insurance available through its fund are consistent with the conditions of release.

### Conditions of release

The table below describes which insurance benefits inside super are consistent with the conditions of release.

Type of insurance	Related condition of release
Life Cover	<b>Death</b>
Accidental Injury Benefit and TPD and Loss of Independence	<b>Permanent Incapacity</b> – this means the Trustee must be reasonably satisfied that your ill health (whether physical or mental), makes it unlikely that you will engage in gainful employment for which you are reasonably qualified by your education, training and experience.
Income Protection	<b>Temporary Incapacity</b> – in relation to where you've ceased to be gainfully employed (including where you have ceased temporarily to receive any gain or reward under a continuing arrangement for you to be gainfully employed), this means ill health (whether physical or mental) that caused you to cease to be gainfully employed but does not constitute permanent incapacity.  The Trustee may not be able to pass benefits to you, or may reduce benefits if you receive any income provided or arranged by an employer, partnership or business, including fully paid leave such as sick leave, or if Government regulations otherwise limit the benefit that can be paid.  A benefit can't be paid for longer than the period of the SIS definition of Temporary Incapacity.
Terminal Illness	<b>Terminal Medical Conditions</b> – a terminal medical condition exists in relation to you at a particular time if the following circumstances exist: <ul style="list-style-type: none"> <li>• two Doctors (at least one of them a Specialist in the area of the related sickness or injury) have certified, jointly or separately, that you are suffering from an illness, or have incurred an injury, that is likely to result in death within a period (the certification period) that ends not more than 24 months after the date of certification; and</li> <li>• for each of the certificates, the certification period has not ended.</li> </ul>

Irrespective of the conditions of release described above, the applicable insurance definition must be met for an insurance benefit to be payable.

# Other legislative, regulatory and procedural information you need to know

## Taxation

This section gives a brief summary of the way insurance is treated for tax purposes as at the preparation date of this PDS.

This isn't a comprehensive and complete guide, it is general information only.

MLC is not a registered tax (financial) adviser or a registered tax agent.

If you intend to rely on any advice to satisfy liabilities, obligations or claim entitlements that arise, or could arise under taxation law, you should seek advice from a registered tax agent or registered tax (financial) adviser.

Tax laws change. To keep up to date, please visit [ato.gov.au](http://ato.gov.au)

## Tax treatment of insurance outside super

The table below provides a general guide on the potential tax treatments of your insurance:

	Personal	Business
<b>Life Cover insurance</b>	<ul style="list-style-type: none"> <li>Premium is not tax deductible.</li> <li>Benefit is tax-free.</li> </ul>	<ul style="list-style-type: none"> <li>Premium is likely to be tax deductible when you insure a key person to protect against a revenue loss.</li> <li>Benefit is likely to be included in the business' assessable income.</li> </ul>
<b>Total and Permanent Disability, Terminal Illness Support, Critical Illness and Occupational HIV, Hepatitis B or C Infection insurances</b>	<ul style="list-style-type: none"> <li>Premium is not tax deductible.</li> <li>Benefit is tax-free when you insure yourself, your Spouse or a qualifying relative.</li> <li>If you insure anyone else, a taxable capital gain may arise when the benefit is paid to you.</li> </ul>	<ul style="list-style-type: none"> <li>Premium is likely to be tax deductible when you insure a key person to protect against a revenue loss.</li> <li>Benefit is likely to be included in the business' assessable income.</li> <li>In other circumstances the premium may not be tax deductible and a benefit may give rise to a capital gain when paid.</li> </ul>
<b>Financial Planning Benefit</b>	<ul style="list-style-type: none"> <li>Benefits are generally tax-free. However, seek tax advice specific to your circumstances.</li> </ul>	<ul style="list-style-type: none"> <li>Seek tax advice specific to your circumstances.</li> </ul>
<b>Income Protection, Business Expenses insurances</b>	<ul style="list-style-type: none"> <li>If you are self-employed or an employee, the part of the benefit that replaces income is likely to be assessable as income and that part of the premium that relates to the benefit that replaces income is likely to be tax deductible.</li> <li>Where the life insured dies while receiving Income Protection benefits, the lump sum benefit paid is not likely to be assessable as income.</li> </ul>	
<b>Premium Waiver insurance, Policy Fee</b>	<ul style="list-style-type: none"> <li>Where there is more than one insurance on your policy, the premium for Premium Waiver and the policy fees for each insurance may be deductible, partly deductible or non-deductible depending on the tax treatment of each type of insurance.</li> </ul>	



## Tax treatment of insurance inside super

Any contributions used to fund your premiums will be reported to the Australian Taxation Office (ATO) for the purpose of calculating super contribution limits.

Where required by law, the Trustee will deduct any tax, duty or government fees and forward the money to the relevant authority.

The government may change how super is taxed. To find out more go to [ato.gov.au](http://ato.gov.au)

For more detailed information about taxation inside super, please refer to your Trustee.

## You must provide your Tax File Number (TFN)

MLC and the Trustee need your TFN to complete your application for MLC Life Cover Super.

You should also be aware:

- MLC and the Trustee are authorised to collect your TFN under the Superannuation Industry (Supervision) Act 1993,
- it isn't an offence to decline to notify MLC and the Trustee of your TFN,
- without your TFN, MLC and the Trustee may have difficulty (now or in the future) tracing your benefits in order to undertake any account consolidation or payment,

- MLC and the Trustee are allowed to use your TFN only for lawful purposes (which may change in the future as a result of legislative changes), including if paying out monies, and if identifying and amalgamating super benefits for surcharge purposes, and
- your TFN will be disclosed to the ATO and will also be passed to other super providers if your benefits are transferred, unless you inform MLC and the Trustee in writing not to pass on your TFN.

## The Life Insurance Code of Practice

MLC has adopted the Life Insurance Code of Practice which sets industry standards for customer service and MLC commits to these service standards.

To find out more about the Code of Practice you can visit our website at [mlcinsurance.com.au/code-of-practice](http://mlcinsurance.com.au/code-of-practice)

## Resolving complaints

If you have a complaint about our organisation, related to our products, services, staff or the handling of a complaint, we'd like an opportunity to put it right.

Please call us on **13 65 25** (Toll free **1800 062 061**) or for international calls **+61 2 9121 6500** (charges apply) between 8.30am and 6pm (AEST/AEDT), Monday to Friday to discuss your concerns. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

If we are unable to resolve your issues to your satisfaction, we will put you in contact with our Internal Complaints Resolution Team. For more information, please visit [mlcinsurance.com.au/support/customer](http://mlcinsurance.com.au/support/customer)

If you're not satisfied with the resolution provided by our Internal Complaints Resolution Team, or we haven't responded to you in 45 calendar days for super or traditional trustee service complaints, and 30 calendar days for other products and services, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA is an independent body that provides a complaint resolution service free of charge to customers. You can contact AFCA at any time, in writing, by email or by phone. AFCA's contact details are below:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: **1800 931 678**  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [afca.org.au](http://afca.org.au)



# 4

## Summary of the terms and conditions



# Summary of the terms and conditions for lump sum insurances

In this section you will find a summary of:

1. General terms,
2. Terms for specific insurance, benefits, features and options,
3. General exclusions, and
4. General termination events.

The full terms and conditions that apply to your insurance are in the policy document, which we will send to you when we accept your application.

## 1. General terms

### Structuring your insurance (stand-alone, Extensions and Connections)

You can structure your insurance as:

- stand-alone
- an Extension to Life Cover insurance:
  - on the same policy, or
  - as a connected benefit on a separate policy.

Your financial adviser can help you work out which structure is most appropriate for you.

#### What is stand-alone insurance?

This is insurance that can be purchased on its own and is independent of all other insurances you purchase. If a claim is paid on one of your insurances, your other insurances won't be reduced.

The insurances you can purchase as stand-alone are listed below.

Outside and inside super:

- Life Cover, and
- Income Protection.

Outside super only:

- Total and Permanent Disability (TPD) and Loss of Independence
- Critical Illness, and
- Business Expenses.

#### What is Extension insurance?

Extension insurance allows one insurance type to be attached to another insurance type.

You'll pay less for this structure than stand-alone insurance because a claim payment will reduce the insurance to which it's attached.

The insurances you can purchase as Extensions are:

- Total and Permanent Disability (TPD) and Loss of Independence, and
- Critical Illness.

The combined amount of any insurances you choose as Extensions can't exceed the insurance benefit to which they're attached.

You can also choose to connect your Extension insurances both inside and outside super to maximise the cost-effectiveness of your insurance.

This can be on different policies and with different policy owners. This is known as **'connected benefits'**.

Your financial adviser can help you work out which structure is most appropriate for you.

## 2. Summary of terms for:

- Life Cover,
- TPD and Loss of Independence, and
- Critical Illness insurances.

The full terms and conditions that apply to your insurance are in the policy document, which we will send to you when we accept your application.

### Accidental Injury Benefit (Feature of Life Cover Plus insurance)

If due to an Accident you lose:

- the use of both hands or both feet, or
- the sight in both eyes, or
- the use of one hand and one foot, or
- the use of one hand or one foot and the sight in one eye

you'll receive 100% of your Life Cover insurance benefit, up to \$2,000,000.

Or, if due to an Accident you lose:

- the use of one hand or one foot, or
- the sight in one eye

you'll receive 25% of your Life Cover insurance benefit, up to \$500,000.

### Conditions that apply to the Accidental Injury Benefit

- Any loss must be complete and permanent, be as a direct result of the Accident and occur within six months of the Accident.
- The maximum amount stated is the most you'll be paid, no matter how many MLC insurance policies (inside or outside super) you hold that covers for an Accidental Injury Benefit.

- If you hold more than one MLC policy that covers for an Accidental Injury Benefit and the total of all those MLC policies is greater than the maximum amount, each policy will proportionally contribute to the maximum amount.
- For insurance inside super that first commenced after 30 June 2014, you must also be Permanently Incapacitated as a result of the Accident, as defined on page 93, to be eligible for an Accidental Injury Benefit.

### When won't a benefit be paid?

If you've already lost the use of one hand, foot or sight in one eye before your insurance started, or was last reinstated, we will either not pay a benefit or may pay a benefit of 25% of the Life Cover benefit up to \$500,000.

We will not pay the Accidental Injury Benefit where the loss or loss of use, as the case may be, arises from or is contributed to by war or warlike operations.

### How does a claim affect your insurance?

Your Life Cover insurance will be reduced by the amount of your Accidental Injury Benefit paid. If you also have Terminal Illness Support insurance, this insurance will also be reduced to the lesser of:

- \$250,000, and
- 50% of the reduced Life Cover insurance.

We'll reduce the premiums payable in line with the reduced insurance for both your Life Cover and Terminal Illness Support Option.

If you receive the Accidental Injury Benefit, and you have any of the following insurances:

- TPD and Loss of Independence insurance held as an Extension to Life Cover insurance
- Critical Illness insurance held as an Extension to Life Cover insurance

we will reduce your TPD and Critical Illness insurance benefits by the amount of the Accidental Injury Benefit paid.

We'll reduce the premiums payable in line with the reduced insurance for your Life Cover insurance.

### Advance Death Benefit (outside super only) (Feature of Life Cover Standard and Plus insurance)

If your Life Cover insurance is \$20,000 or more and you die, we'll pay an initial once-off Advance Death Benefit payment of \$20,000. This will be paid to the remaining policy owner(s) or to your nominated beneficiaries, in the same proportions as requested for paying your Death Benefit.

# Summary of the terms and conditions for lump sum insurances

We'll need a certified copy of your birth and death certificates, or an extract of death registration or other evidence of death satisfactory to us, along with a written request before we pay this advance.

If the Advance Death Benefit is paid, the final Life Cover benefit amount paid to the remaining policy owner(s) and/or beneficiaries will be reduced by \$20,000.

Payment of the Advance Death Benefit is not an admission of liability by us to pay the Life Cover insurance benefit, and may be recovered by us if the Life Cover insurance claim isn't accepted.

## Business Safeguard Option (Available with Life Cover Standard and Plus and TPD insurances)

**This option isn't available for decreasing cover in Life Cover.**

If the insurance is used for one of the following nominated business purposes:

- an ownership (buy/sell) agreement where your share of the business is purchased by any remaining partners when certain events occur (for example, your death or total and permanent disability)
- asset protection (loan guarantee) insurance where you are personally responsible for a business loan (eg. you enter a personal guarantee), or
- Revenue Protection (Key Person) insurance (outside super only)

you can apply to increase your Life Cover and TPD insurance (if applicable) without further medical evidence, when a business event happens. A business event is when the value of your financial interest in the business, loan guarantee, or the value of the Key Person to your business increases.

You must apply for the increase within 30 days of the first Review Date following the relevant business event. Your premiums will rise in line with the increased insurance.

You must provide proof of the business event to our satisfaction. Proof required may include, but is not limited to, company minutes, ownership (buy sell) agreements, audited company accounts and tax returns, or such other documents or evidence as we may require.

You can apply for this option between ages next birthday:

- 19 to 60 for stepped and level premium Life Cover
- 19 to 60 for stepped premium TPD, and
- 19 to 55 for level premium TPD.

You can apply to increase your insurance under this option until the Review Date after you turn 65.

### Maximum benefit increase

You can apply to increase your Life Cover, and/or TPD benefit under this option up to a maximum amount of the lesser of:

- The increase in the value (as applicable) of:
  - your financial interest in the business, or
  - loan guarantee, or
  - the Key Person to your business, and

- For Life Cover:
  - three times your original insurance amount, or
  - 15,000,000, and
- For TPD:
  - three times your original insurance amount, or
  - \$5,000,000 for professional occupations such as accountants, solicitors and surgeons, or
  - \$3,000,000 for other occupations.

These limits include the total of all relevant benefits from all life insurance companies covering you for any nominated business purpose or any other business protection purpose.

### Conditions that apply to the Business Safeguard Option

- Any insurance increase must be approved by us.
- For TPD insurance, as an Extension to Life Cover insurance (see page 14)
  - this option is only available where you've selected it with your Life Cover insurance.
- For TPD insurance as an Extension to your Life Cover insurance or as a connected benefit the TPD insurance can't be more than your Life Cover insurance (see page 48).
- The total increase to your Life Cover and TPD insurance for all policies from all sources under the Business Safeguard Option can't exceed the value (as applicable) of:
  - your financial interest in the business
  - the loan guarantee, or
  - the Key Person to the business (outside super only).

- If your original Life Cover or TPD insurances were less than 100% of the applicable value at the time, you can subsequently only increase the insurance to the equivalent percentage of value when you apply for an increase.
- During the first six months, after an increase for a loan guarantee, the increase amount protects you only for death and TPD (if applicable) caused by an Accident.
- If the Business Safeguard Option isn't exercised within any three consecutive Review Dates (policy years), no further application for increases can be made unless you can demonstrate to our satisfaction that you were not eligible to apply for an increase under this option because the value of your financial interest in the business, loan guarantee, or the value of the Key Person to your business had not increased during that time.
- You can't apply to increase your insurance (as applicable) under this option when a claim is made or is entitled to be made.

#### **When won't a benefit be paid?**

We will not pay the Life Cover benefit if you die as a result of suicide within 13 months of the date the insurance started or was last reinstated.

We will not pay the Total and Permanent Disability benefit for any disability, condition or loss suffered by you arising from or contributed to by:

- intentional self-inflicted injury or attempted suicide, or

- sickness or injury that first appeared, happened or was diagnosed before your Total and Permanent Disability insurance started or was last reinstated (unless disclosed to, and accepted by, us as a part of the application or reinstatement process).

### **Changes to Critical Illness insurance definitions**

#### **Critical Illness Plus**

If you choose Critical Illness Plus, the critical illness definitions will only change where we improve them in your favour.

#### **Critical Illness Standard**

As advances are made in treatment and diagnostic techniques, we may need to change the types of, and definitions used in, Critical Illness Standard insurance for both new and existing policies to make sure they remain appropriate, take into account effective cures, vaccines and modern diagnostic procedures as well as include and exclude diseases where appropriate.

We don't guarantee to renew your insurance. Following the first three years of your Critical Illness insurance, we may continue your insurance with the same or different critical conditions and definitions.

Where a change is made, it will apply to all Critical Illness Standard policies, we won't single you out for a change.

We'll notify you of any change to your Critical Illness insurance terms or definitions on renewal.

You can accept the new conditions by continuing to pay your premiums and, therefore, entering into a new policy contract. You won't need to complete an application for the new policy and we'll continue to rely on the information you provided to us for your existing MLC policy.

You may refuse these changes by contacting us to cancel your insurance or not making further premium payments and your policy will lapse.

### **Child Support Benefit (outside super only) (Feature of Critical Illness Plus insurance)**

If a Child dies, or the first time a Child suffers a Child Support Benefit Condition:

- while this insurance is in force, and
- after the Review Date following the Child's second birthday.

you'll receive the Child Support Benefit.

#### **What we will pay**

The Child Support Benefit payable for each Child is \$10,000. Payment of this benefit will not reduce the Critical Illness Plus insurance benefit to which it is connected.

# Summary of the terms and conditions for lump sum insurances

## What conditions are covered?

The Child Support Benefit Conditions covered are:

- Aplastic Anaemia - of specified severity
- Bacterial Meningitis - of specified severity
- Benign Brain Tumour - of specified severity
- Blindness - of specified severity
- Cancer – excluding specified early stage cancers
- Cardiomyopathy - of specified severity
- Chronic Kidney Failure - requiring permanent dialysis or transplantation
- Chronic Liver Failure - of specified severity
- Coma - with specified criteria
- Deafness - permanent
- Encephalitis - of specified severity
- Heart Attack - with evidence of severe heart muscle damage
- Heart Valve Surgery - of specified severity \*
- HIV Contracted Through Medical Procedures
- Intensive Care - requiring continuous mechanical ventilation for 10 days
- Loss of Speech - total and permanent
- Major Brain Injury – of specified severity
- Major Burns – of specified severity
- Major Organ or Bone Marrow Transplant\*

- Meningococcal Septicaemia – of specified severity
- Open Heart Surgery\*
- Out of Hospital Cardiac Arrest
- Paralysis - permanent and of specified severity
- Pneumonectomy – complete removal of entire lung\*
- Primary Pulmonary Hypertension – of specified severity
- Stroke – in the brain and of specified severity
- Type 1 Diabetes

\* *These are surgical conditions*

The definitions for these Child Support Benefit Conditions can be found in the Critical Illness definitions on pages 78 - 86.

The first time your Child has a Child Support Benefit Condition:

- for surgical conditions, when the underlying condition requiring the surgical intervention first appeared, happened or was diagnosed as meeting its definition, and
- for all other conditions, when the condition first appeared, happened or was diagnosed as meeting its definition.

## Conditions that apply to the Child Support Benefit

The Child Support Benefit:

- will only be payable if the Critical Illness insurance benefit is \$100,000 or more, and
- is payable once only for any one Child.

## When won't a benefit be paid?

We will not pay a benefit for any Child Support Benefit Condition arising from or contributed to by:

- the Child's intentional self-inflicted injury or attempted suicide
- sickness or injury that first appeared, happened or was diagnosed before or within three months of when this insurance started or was last reinstated
- sickness or injury that first appeared, happened or was diagnosed before the Review Date following the Child's second birthday
- congenital abnormalities that first appeared for the life insured, the life insured's Spouse or any of their Children, before this Critical Illness Plus insurance started or was last reinstated
- congenital abnormalities that first appeared before the Review Date following the Child's second birthday, or
- an injury maliciously inflicted on the Child for the purpose of gain from this insurance.

## Continuation Option (for level premium after age 65 only)

Level premium Life Cover, TPD and Loss of Independence, and Critical Illness insurances end on the review date after you turn 65. If the policy is claim free, the Continuation Option lets you continue with the nearest equivalent MLC insurance available at the time, up to the same insurance amount, on a stepped premium. New terms and conditions may apply. For TPD and Loss of Independence, continued cover is for Loss of Independence only.



You must apply for continuation within 30 days of the Termination Date of your existing insurance.

For TPD and Loss of Independence and for Critical Illness you must exercise your Life Cover Continuation Option at the same time.

### **Critical Illness Buy Back Option** (Available with Critical Illness Plus insurance)

#### **What is the benefit?**

This optionally included feature allows you to restore your Critical Illness insurance (Restored Critical Illness insurance) by the same amount as the Critical Illness benefit paid, without you having to provide additional evidence of health, occupation or pursuits.

#### **What is the cost of restoring cover?**

Your premium for the Restored Critical Illness insurance will be based on our premium rates at the time it is restored, taking into account the benefit amount, your age, the premium and acceptance terms of the Critical Illness insurance (including all loadings, exclusions and special terms).

#### **When is cover restored?**

Your cover can be restored 12 months after the date the full Critical Illness benefit (including a benefit for an Extra Benefits Option – Partial Benefits condition) is paid.

You can apply to have your Critical Illness insurance restored up to 30 days after this date.

#### **What are the conditions (including exclusions)?**

- If you have Critical Illness as an Extension or a connected benefit to your Life Cover insurance (see page 54) and:
  - you have the option to buy back your Life Cover insurance after a claim,
  - you must buy back the Life Cover benefit at the same time you buy back your Critical Illness insurance. Restoring your Life Cover and Critical Illness insurance may happen at different times, depending on the dates you satisfy the requirements to restore each of these insurances, or
  - you do not have the option to buy back your Life Cover insurance after a claim, your new Critical Illness insurance will be issued as a stand-alone Critical Illness insurance policy.
- Where a Critical Illness benefit, excluding a benefit paid due to an Extra Benefit Option – Partial Benefits condition, has been paid, the new Critical Illness benefit will not provide cover and therefore a claim will not be payable, for a critical condition:
  - for which a benefit, including a partial benefit, has been paid (excluding Coronary Artery Angioplasty), or
  - which is related to, arises from or is contributed to by (directly or indirectly, or wholly or partly) any critical condition (or Extra Benefits Option – Partial Benefits condition) for which a benefit, including a partial benefit, has been paid.
- Where a benefit has been paid for an Extra Benefits Option – Partial Benefits condition, the new Critical Illness benefit will not provide cover and therefore a claim will not be payable for:
  - any Extra Benefits Option – Partial Benefits condition for which a benefit has been paid, or
  - any Extra Benefits Option – Partial Benefits condition which is related to, arises from or is contributed to by (directly or indirectly, or wholly or partly) any Extra Benefits Option – Partial Benefits condition for which a benefit has been paid.
- TPD, Increases without further medical evidence and the Financial Planning Benefit (unless the Financial Planning Benefit has not previously been paid) are not available for the new Critical Illness insurance.
- The policy owner and life insured will remain unchanged under the Restored Critical Illness insurance.
- You must ask us to restore your Critical Illness insurance before the Review Date after you turn 75.

# Summary of the terms and conditions for lump sum insurances

## Critical Illness insurance - How does a claim affect your insurance?

### If you have Critical Illness insurance as part of your Life Cover or as a Connected Benefit:

- your Life Cover insurance will be reduced by the claim amount paid for Critical Illness and, if applicable, your Terminal Illness Support insurance will also be reduced to the lesser of \$250,000 or 50% of the reduced Life Cover insurance
- your Critical Illness insurance will be reduced by the claim amount paid for your Life Cover benefit for Terminal Illness or Accidental Injury.

MLC will reduce your future premiums in line with the reduced insurance.

### If you have stand-alone Critical Illness insurance:

- your Life Cover and Terminal Illness Support insurance will not be reduced by the claim amount paid for Critical Illness
- your Critical Illness will not be reduced by any claim paid under Life Cover insurance for Terminal Illness or Accidental Injury.

### How does a claim under the Extra Benefits Option affect your insurance?

If you are covered for additional critical conditions under the Extra Benefits Option with Critical Illness, as part of your Life Cover or as a Connected Benefit, MLC will reduce your Critical Illness benefit and your Life Cover insurance by the amount of any Critical Illness benefit MLC pays you under the option.

Your Terminal Illness Support insurance (if applicable) will also be reduced to the lesser of 50% of the reduced Life Cover insurance or \$250,000.

MLC will reduce your future premiums in line with the reduced insurance.

If you take this option with stand-alone Critical Illness insurance, any Life Cover you have will not be affected.

### Death Benefit (Feature of Critical Illness stand-alone insurance)

If the Critical Illness stand-alone benefit isn't payable, because you die within 14 days of suffering a critical condition, we'll pay a lump sum benefit of \$5,000.

This benefit is in addition to any other amount payable under the policy.

We will not pay this benefit if you die as a result of suicide within 13 months after this insurance started, or was last reinstated.

### Death Benefit (Feature of TPD stand-alone insurance)

If the TPD stand-alone benefit isn't payable because you die within 14 days of becoming TPD, we'll pay a lump sum death benefit of \$5,000.

This benefit is in addition to any other amount payable under the policy.

We will not pay this benefit if you die as a result of suicide within 13 months after this insurance started, or was last reinstated.

## Financial Planning Benefit (outside super only) (Feature of Life Cover Standard and Plus, Terminal Illness Support, TPD, Critical Illness Standard and Plus insurances)

We'll reimburse part of the costs charged by a qualified financial adviser for a financial plan if we pay a lump sum benefit of \$100,000 or more. The maximum amount of this benefit is \$5,000. If there's more than one beneficiary of the insurance benefit, we'll divide the Financial Planning Benefit equally between those who each receive an insurance benefit of at least \$100,000.

The reimbursement:

- must be claimed within 12 months of the date on which we pay the lump sum benefit, and
- will apply only once for all MLC policies covering you.

We reserve the right to increase the minimum lump sum benefit amount of \$100,000. We will let you know when this happens.

## Increases without further Medical Evidence (Feature of Life Cover Plus, TPD and Critical Illness Plus insurances)

Until the Review Date after you turn 55, you can apply to increase your Life Cover, TPD and Critical Illness insurances without further medical evidence if a specified personal or business event happens (see below).

The increase must be applied for:

- between the day the relevant personal event happens and 30 days after the first Review Date following the event, or
- within 30 days of the first Review Date following the relevant business event.

You will need to provide evidence satisfactory to us that supports the increase requested, proof of the personal or business event and request the increase in writing.

Unless we otherwise agree, you can only apply for the increase as a result of a personal or a business event if:

- you were accepted for this insurance without any additional loadings due to your health, occupation or pastimes, and
- this insurance is not the result of applying the Life Cover Buy Back Option under Total and Permanent Disability insurance or Critical Illness insurance, and
- this insurance is not the result of applying the Critical Illness Buy Back Option under Critical Illness insurance, and
- you have not made, or are not entitled to make, a claim under this insurance.

Your premiums will rise in line with the increased insurance.

### Personal event

You can apply to increase your Life Cover, TPD and Critical Illness insurances by up to 25% of your original insurance amount. The maximum increase is \$200,000 for any one of the following events:

- you or your Spouse adopt or give birth to a child
- you get married or divorced
- you complete an undergraduate degree at a Government-recognised university
- you receive an increase in your Earnings of at least 10% in the previous 12 months, or
- you have a Child who starts secondary school.

If you take out, or increase, a Mortgage to purchase or improve your home, the maximum increase we'll allow is the lesser of:

- 50% of your original insurance amount
- the value of your new Mortgage
- the value of the latest increase to your existing Mortgage, and
- \$200,000.

### Business event

You can apply to increase your Life Cover, TPD and Critical Illness insurances if the insurance is issued for one of the following purposes:

- a written ownership (buy/sell), share purchase or business continuation agreement under which you are a partner, shareholder or unit holder in the business
- asset protection (loan guarantee) insurance, or
- Revenue Protection (Key Person) insurance if you're considered as such in the business (outside super only).

The increase will be in proportion to the increase in value since the last Review Date of your financial interest in the business or of the Key Person to your business (as agreed with us).

The maximum increase we'll allow is the lesser of:

- 25% of your original insurance amount, and
- for a written ownership (buy/sell), share purchase or business continuation agreement under which you are a partner, shareholder or unit holder in the business, the increase, averaged over the preceding three years, in the net value of your financial interest in the business, and
- for asset protection (loan guarantee) insurance, the increase in that part of the business loan you are responsible for, which is averaged over the preceding three years, and
- for Revenue Protection (Key Person) insurance, five times the increase in your value to the business, averaged over the preceding three years, and
- \$200,000.

### What conditions apply to increases without further medical evidence?

#### Number and frequency of increases

Until the Review Date, after you turn 55, you can apply for increases as many times as the listed events occur while you have the policy. However, you may only apply for one increase each year.

# Summary of the terms and conditions for lump sum insurances

## Limitations

The maximum amount you can increase your insurance by is the lesser of your original insurance amount of each insurance (Life Cover, TPD and Loss of Independence or Critical Illness) or \$2,000,000.

If you have more than one insurance policy with us, the maximum amount applies to the combination of all our insurance policies protecting you.

Each policy with the feature of increases without further medical evidence will proportionally contribute to any increase.

The maximum cumulative amount of all increases for Life Cover, TPD and Critical Illness insurances (as applicable) as at the commencement date of each policy for all policies protecting you is the lesser of:

- the total of your Life Cover or TPD or Critical Illness insurances (as applicable), and
- \$2,000,000.

If you have TPD and/or Critical Illness insurance as part of your Life Cover, or as a connected benefit (see page 48), our maximum benefit limits for them still apply, and they can't collectively exceed your Life Cover insurance.

During the first six months after certain increases, the increased amounts cover you only for the following specified events caused by an Accident:

**Life Cover:** for marriage, divorce or Mortgage, the increase covers only death.

**Critical Illness:** for marriage, divorce or Mortgage, the increase covers only death and critical conditions.

**TPD and Loss of Independence:** whatever the reason for the increase, the increase covers only TPD. The increased insurance also doesn't cover you for any TPD claim caused by sickness or injury that first happened within six months before the increase date.

Your premiums will rise in line with the increase in benefits.

## Life Cover Benefit

If you die while Life Cover insurance is in force, we will pay the Life Cover Benefit. It is paid to:

- to each Nominated Beneficiary (according to their share of the benefit), or
- your personal legal representative (your estate) if there is no Nominated Beneficiary, or
- the policy owner if they are someone else.

## Life Cover Buy Back Option (Available with Critical Illness Extension insurance)

### What is the benefit?

This optionally included feature allows you to restore your Life Cover insurance (Restored Life Cover) by the same amount as the Critical Illness benefit paid, without you having to provide additional evidence of health, occupation or pursuits.

### What is the cost of restoring cover?

Your premium for the Restored Life Cover will be based on our premium rates at the time the Life Cover is restored, taking into account the benefit amount, your age, the premium and acceptance terms of the Life Cover (including all loadings, exclusions and special terms).

## When is cover restored?

You can include this option when you originally take out insurance. If you then receive a Critical Illness Benefit which reduces your Life Cover, you can apply to restore your Life Cover to the amount you had before your claim.

You can do this from the later of:

- 12 months after we receive your claim form (the date the form is received by our claims department), and
- 12 months after you first meet the full Critical Illness definition (the date your condition is confirmed in writing and received by our claims department).

You have up to 30 days after the later of the above dates to ask for your Life Cover to be restored.

If the Critical Illness benefit payment was due to TPD as a critical condition, we'll automatically restore your Life Cover insurance if you live for 14 days after the event causing your Total and Permanent Disability. Your Life Cover can only be restored after we've paid your full Critical Illness benefit due to TPD as a critical condition.

Your Restored Life Cover will apply to death, Terminal Illness (unless previously paid) and Accidental Injury (Life Cover Plus only).

## What are the conditions (including exclusions)?

- The Accidental Injury benefit under the Restored Life Cover will not be paid for any loss arising from or contributed to by sickness or injury for which a benefit has been paid under the original Critical Illness insurance.

- If a Terminal Illness Support benefit or Financial Planning benefit has previously been paid it will not be available under the Restored Life Cover.
- The policy owner and life insured will remain unchanged under the Restored Life Cover.
- You cannot exercise this 12-month Life Cover Buy Back Option if a benefit for Terminal Illness has been paid previously.
- You must ask us to restore your Life Cover before the Review Date after you turn:
  - 75 for Critical Illness not due to TPD as a critical condition
  - 65 for Critical Illness due to TPD as a critical condition.

### Life Cover Buy Back Option (Available with TPD and Loss of Independence Extension insurance only)

#### What is the benefit?

This optionally included feature will automatically restore your Life Cover insurance (Restored Life Cover) by the same amount as the TPD benefit paid, without you having to provide additional evidence of health, occupation or pursuits.

#### What is the cost of restoring cover?

Your premium for the Restored Life Cover will be based on our premium rates at the time the Life Cover is restored, taking into account the benefit amount, your age, the premium and acceptance terms of the Life Cover (including all loadings, exclusions and special terms).

#### When is cover restored?

Your Life Cover is automatically restored if you live for 14 days after we've paid your full TPD insurance benefit.

Your Restored Life Cover will apply to death, Terminal Illness (unless paid previously) and Accidental Injury (Life Cover Plus only).

#### What are the conditions (including exclusions)?

- The Accidental Injury benefit under the Restored Life Cover will not be paid for any loss arising from or contributed to by sickness or injury for which a benefit has been paid under the original TPD and Loss of Independence insurance.
- If you take out TPD and Loss of Independence under LCS, in certain cases you may need to take new insurance outside the Fund.
- If a Terminal Illness Support benefit or Financial Planning benefit has previously been paid it will not be available under the Restored Life Cover.
- The Policy Owner and life insured will remain unchanged under the Restored Life Cover.

You must ask us to restore your Life Cover before the Review Date after you turn 75.

### Partial Payment Benefit (outside super only) (Feature of TPD and Loss of Independence insurance)

If you suffer the total and irrecoverable loss of:

- the sight in one eye, or
- one foot, or
- one hand,

you'll receive the Partial Payment Benefit.

#### What we will pay

The Partial Payment Benefit payable will be the lesser of:

- 25% of the Total and Permanent Disability Benefit, and
- \$500,000.

This benefit is not payable if it is less than \$10,000.

#### Conditions that apply to the Partial Payment Benefit

The Partial Payment Benefit:

- will only be payable once, and
- will reduce the Total and Permanent Disability Benefit by the amount paid.

#### Definitions for the Partial Payment Benefit

- **Loss or loss of use of one foot or one hand.** The total and irrecoverable:
  - loss, or
  - loss of use,
 of one foot or one hand.
- **Loss of sight in one eye.** The permanent loss of sight in one eye, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less.

# Summary of the terms and conditions for lump sum insurances

## Premium Waiver - When will we waive your premium?

You can apply for Premium Waiver insurance with Life Cover, TPD and Loss of Independence and Critical Illness insurance. This insurance is not available for Special Risk Occupations.

Please note, Income Protection has its own Premium Waiver feature (see page 73). This waiver benefit does not cover Retrenchment.

However, if you purchase Premium Waiver insurance with Life Cover, TPD and Critical Illness, and you also have Income Protection and/or Business Expenses insurance as part of the policy, then the Retrenchment provision of Premium Waiver insurance will apply to all benefits.

Only one life insured can be nominated for Premium Waiver per policy. If that person becomes eligible to have their premiums waived under this insurance, premiums will be waived for all benefits on all lives insured under the policy while the nominated person remains eligible to have premiums waived.

We'll waive your premiums for the insurances listed above if you're:

- suffering Total and Permanent Disability under the Any Occupation definition for at least 3 continuous months. Premiums will be waived for the period of disability up to age 65, or
- retrenched. If you're retrenched we'll waive your premiums for 12 months, as long as you've had this insurance and been with the same employer, on a full-time basis, for at least a year. We'll waive your premiums due to retrenchment only once in any five-year period. We will also waive any Income Protection insurance premiums on your policy, or
- suffering Total Disability. If you remain Totally Disabled for more than six months, premiums will be waived after these six months while you are Totally Disabled up to age 65. If you purchase Premium Waiver insurance on a policy where Income Protection insurance also applies, we'll waive the premiums for your other insurances on the policy.

For Premium Waiver:

- 'retrenched' means when your employer terminates your full-time employment because your position is no longer needed for the business.
- 'Total Disability' and 'Totally Disabled' means that solely due to Injury or sickness, you are:
  - continuously unable to do at least one of the important Duties of your occupation, and
  - not working for Earnings, payment or profit, and
  - being regularly treated or monitored (as appropriate to your condition) by an appropriately qualified Doctor.

## Terminal Illness Benefit

If you are diagnosed as having a Terminal Illness while this Life Cover insurance is in force, we will pay the Terminal Illness Benefit.

You do not have to return to MLC the Terminal Illness Benefit paid if you survive the Terminal Illness.

### For insurance outside super

- Terminal Illness means an illness that, in the opinion of an appropriate specialist physician approved by us:
  - is likely to lead to death within 12 months from the date we are notified in writing by the approved physician.

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with appropriate medical treatment, in the opinion of the appropriate specialist physician approved by us, and where required, a further medical opinion from another appropriate specialist physician approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date we are notified in writing by the specialist physician(s).

### For insurance inside super

- Terminal Illness means an illness that, in the opinion of two Doctors, one of whom is an appropriate specialist in the relevant medical field approved by us:
  - is likely to lead to death within 12 months from the date the Doctors certify the condition (the Certification Period).

We must be notified in writing of the Terminal Illness within the Certification Period.

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with the appropriate medical treatment, in the opinion of two Doctors, one of whom is an appropriate Specialist in the relevant medical field approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date the Doctors certify the condition (the certification period).

We must be notified in writing of the Terminal Illness within the certification period.

### Terminal Illness Support insurance option (Feature of Life Cover Standard and Plus insurance for stepped and level premium)

If while Terminal Illness Support insurance is in force you:

- are diagnosed as having a Terminal Illness, and
- survive for 30 days after we are notified of the Terminal Illness

we will pay the Terminal Illness Support Benefit.

You do not have to return to MLC the Terminal Illness Benefit paid if you survive the Terminal Illness.

### For insurance outside super

- Terminal Illness means an illness that, in the opinion of an appropriate specialist physician approved by us:
  - is likely to lead to death within 12 months from the date we are notified in writing by the approved physician.

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with appropriate medical treatment, in the opinion of the appropriate specialist physician approved by us, and where required, a further medical opinion from another appropriate specialist physician approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date we are notified in writing by the specialist physician(s).

### For insurance inside super

- Terminal Illness means an illness that, in the opinion of two Doctors, one of whom is an appropriate specialist in the relevant medical field approved by us:
  - is likely to lead to death within 12 months from the date the Doctors certify the condition (the Certification Period).

We must be notified in writing of the Terminal Illness within the Certification Period.

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with the appropriate medical treatment, in the opinion of two Doctors, one of whom is an appropriate Specialist in the relevant medical field approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date the Doctors certify the condition (the certification period).

We must be notified in writing of the Terminal Illness within the certification period.

This Terminal Illness Support benefit is in addition to any Life Cover benefit paid due to Terminal Illness.

If more than one MLC insurance policy covers you for this type of insurance and the total Terminal Illness Support benefits under all these policies is more than \$250,000, each policy will proportionally contribute to the maximum Terminal Illness Support Benefit payable.

# Summary of the terms and conditions for lump sum insurances

## **Total and Permanent Disability and Loss of Independence insurance - How much can you apply for?**

You can apply for between \$25,000 and:

- \$5,000,000 for certain professional occupations such as surgeons, accountants and solicitors, or
- \$3,000,000 for other occupations.

Once you reach the Review Date following your 65th birthday:

- the definition of Total and Permanent Disability changes to a Loss of Independence definition, and
- if your benefit is over \$3,000,000 at that date, your maximum benefits will be reduced to \$3,000,000.

From the Review Date after your 75th birthday, your premium will be set so that it stays the same and your benefit will be reduced each year depending on the age of the life insured and MLC's premium rates at the time for this type of insurance.

Your financial adviser can help you work out which occupation group applies to you.

## **Total and Permanent Disability and Loss of Independence insurance - How does a claim affect your insurance?**

### **If you have TPD and Loss of Independence insurance as part of your Life Cover or as a Connected Benefit:**

- your Life Cover insurance will be reduced by the claim amount paid for TPD or Loss of Independence and, if applicable, your Terminal Illness Support insurance will also be reduced to the lesser of \$250,000 or 50% of the reduced Life Cover insurance
- when MLC pays some or all of your Life Cover insurance for Terminal Illness or Accidental Injury, your TPD and Loss of Independence insurance will be reduced by the claim amount paid.

MLC will reduce your future premiums in line with the reduced insurance.

### **If you have stand-alone TPD and Loss of Independence insurance:**

- your Life Cover and Terminal Illness Support insurance will not be reduced by the claim amount paid for TPD or Loss of Independence
- your TPD and Loss of Independence insurance will not be reduced by any claim paid under your Life Cover insurance, including claims paid for Terminal Illness or Accidental Injury.



### 3. General exclusions that apply to:

- Life Cover,
- TPD and Loss of Independence,
- Critical Illness, and
- Premium Waiver insurances.

The general exclusions below apply to each insurance as described.

Certain benefits, features, options and definitions may have additional specific exclusions. These can be found in this PDS in the summary of the terms and conditions for the relevant benefit, feature or option, or in the relevant definition.

#### Life Cover - When won't a benefit be paid?

We won't pay a benefit for your death if you die as a result of suicide within 13 months after this insurance:

- started,
- was last reinstated, or
- was increased (in this case we won't pay the increase in your Life Cover insurance benefit).

#### For Terminal Illness Support insurance:

We won't pay a benefit for terminal illness arising from or contributed to by an intentional self-inflicted injury or attempted suicide within 13 months after this insurance:

- started,
- was last reinstated, or
- was increased (for the increase in the insurance benefit).

#### TPD and Loss of Independence - When won't a benefit be paid?

You won't receive a benefit for any total and permanent disablement arising from or contributed to by:

- intentional self-inflicted injury or attempted suicide, or
- sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to,

and accepted by us as part of the application or reinstatement process).

For TPD stand-alone, you won't receive the death benefit of \$5,000 if you die as a result of suicide within 13 months after this insurance started or was last reinstated.

#### Critical Illness - When won't a benefit be paid?

We won't pay a benefit or partial benefit for any critical condition arising from or contributed to by:

- intentional self-inflicted injury or attempted suicide, or
- sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process).

For Critical Illness stand-alone insurance, you won't receive the death benefit of \$5,000 if you die as a result of suicide within 13 months after this insurance started, or was last reinstated.

#### Premium Waiver - When won't we waive your premium?

Due to disability or Retrenchment arising from or contributed to by:

- intentional self-inflicted injury or attempted suicide

- normal and uncomplicated pregnancy or childbirth
- sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to, and accepted by us, as part of the application or reinstatement process), or
- war or warlike operations.

#### Due to Retrenchment if you're:

- self-employed,
- an independent contractor,
- employed by a member of your Family, a family company or family trust,
- a partner in a partnership.
- Retrenched more than once from the same employment, or
- Retrenched more than once in any five year period.

For any insurance increase you obtain in the 12 months before retrenchment, we'll only waive the premium which applied before the increase.

This insurance doesn't apply to any premium payable for insurance you add after you're retrenched or disabled, except where premiums are increased under the Inflation Linked Option (see page 37). We'll only waive the premium that applied before the addition.

# Summary of the terms and conditions for lump sum insurances

## 4. General termination events when the following insurances end:

- Life Cover,
- TPD and Loss of Independence,
- Critical Illness, and
- Premium Waiver

The general termination events below apply to each insurance as described.

Certain benefits, features, options may have additional criteria for when they will end. These can be found in this PDS in the summary of the terms and conditions for the relevant benefit, feature or option.

### Life Cover and Terminal Illness Support - When will your insurance end?

Your Life Cover and Terminal Illness Support insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums
- the policy is cancelled because you make a fraudulent claim
- MLC pays your full Life Cover benefit or your full Terminal Illness Support benefit (where applicable)
- MLC pays your full TPD or Loss of Independence benefit and/or Critical Illness benefit, if they were part of or connected to Life Cover and the benefit paid equals the Life Cover insurance
- for LCS, the policy is converted to non-superannuation insurance (insurance will continue as detailed on page 40)
- you reach the expiry age for your type of insurance and premium structure:
  - The Review Date after you turn 65 for:
    - Terminal Illness Support insurance; and
    - Life Cover insurance with level premium structures,
  - For PPP, the Review Date after you turn 100 for Life Cover insurance

with stepped or decreasing cover premium structures, and

- For LCS, your 75th birthday for Life Cover insurance with stepped or decreasing cover.
- you reach the Termination Date shown on your Schedule
- for Terminal Illness Support Option, your Life Cover insurance ends
- you die.

### TPD and Loss of Independence - When will your insurance end?

Your TPD and Loss of Independence insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums
- the policy is cancelled because you make a fraudulent claim
- MLC pays your full TPD or Loss of Independence benefit
- MLC pays your full TPD or Loss of Independence benefit and/or Critical Illness benefit, if they were part of or connected to Life Cover and the benefit paid equals the Life Cover insurance
- MLC pays your full Life Cover benefit or your Life Cover insurance ends, if your TPD and Loss of Independence insurance is part of or connected to Life Cover

- for LCS, the policy is converted to non-superannuation insurance (insurance will continue as detailed on page 40)
- you reach the expiry age for your type of insurance and premium structure:
  - The Review Date after you turn 65 for TPD and Loss of Independence insurance with level premium structures,
  - For PPP, the Review Date after you turn 100 for TPD and Loss of Independence insurance with stepped or decreasing cover premium structures, and
  - For LCS, your 75th birthday for TPD and Loss of Independence insurance with stepped or decreasing cover.
- you reach the Termination Date shown on your Schedule
- you die.

### Critical Illness - When will your insurance end?

Your Critical Illness insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums
- the policy is cancelled because you make a fraudulent claim
- MLC pays your full Critical Illness benefit

- MLC pays your full Critical Illness benefit, and/or TPD or Loss of Independence benefit, if they were part of or connected to your Life Cover and the benefit paid equals the Life Cover insurance
- MLC pays your full Life Cover benefit or your Life Cover insurance ends, if your Critical Illness insurance is part of or connected to Life Cover
- you reach the expiry age for your type of insurance and premium structure:
  - the Review Date after you turn 65 for Critical Illness insurance with level premium structures,
  - the Review Date after you turn 75 for Critical Illness insurance with stepped or decreasing cover premium structures.

Cover for TPD as a critical condition option expires at the Review Date after you turn 65.

- you reach the Termination Date shown on your Schedule
- you die.

### **Premium Waiver - When will your insurance end?**

Your Premium Waiver insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums (unless MLC is paying you benefits)
- the policy is cancelled because you make a fraudulent claim
- you reach the Review Date after your 65th birthday
- you reach the Termination Date in your Schedule
- your Life Cover insurance ends
- you die.

# Summary of the terms and conditions for Income Protection and Business Expenses

In this section you will find a summary of:

1. General terms,
2. Terms for Extra Benefits Option
3. Terms for specific insurance, benefits, features and options,
4. General exclusions, and
5. General termination events.

The full terms and conditions that apply to your insurance are in the policy document, which we will send to you when we accept your application.

## 1. General terms

### How much insurance can you apply for?

A monthly benefit up to \$30,000 is available for all occupations. A monthly benefit up to \$60,000 is available for some professional occupations such as surgeons, accountants and solicitors.

The maximum monthly benefit you can apply for is based on your Earnings as follows:

#### Maximum monthly benefit limits

Your Earnings (per annum)	Your Earnings (per month)	Percentage of your Earnings	Maximum Monthly Benefit
First \$320,000	\$26,666	75%	\$20,000
From \$320,001 to \$560,000	\$26,667 to \$46,666	50%	\$20,001 to \$30,000
From \$560,001 to \$2,360,000*	\$46,667 to \$196,666	20%	\$30,001 to \$60,000
Over \$2,360,000	Over \$196,666	Nil	\$60,000

\*benefits over \$30,000 can only be applied for by certain professional occupations such as surgeons, accountants and solicitors. Your financial adviser can help you work out whether your occupation is eligible.

This maximum applies to the combination of all your income protection insurance policies from all sources.

#### Conditions for monthly benefits over \$30,000

Insurance above a \$30,000 monthly benefit is available for PPP only.

Insurance above a \$30,000 monthly benefit is only available if your insurance below that amount is with us.

The Waiting Periods available are 1, 3 or 12 months and the maximum benefit period is two years.

#### Farmers Package (PPP only)

**The maximum monthly benefit you can apply for is either:**

- up to \$5,000 per month for a two year maximum benefit period
- or
- up to \$5,000 per month or up to 30% of gross farm turnover, whichever is less, for a five year maximum benefit period.

#### Style of benefit

Subject to the terms and conditions of your insurance and provided your application is accurate, complete and acceptable to us when you apply, you can

choose from two styles of benefits to address what happens if your Earnings decrease after your insurance is issued:

- Agreed Value cover, or
- Indemnity cover.

Agreed Value and Indemnity cover is no longer available if you don't already hold it. If you already hold Agreed Value and Indemnity cover, you can continue to make changes or transfer your cover (as set out in this PDS).

#### Agreed Value cover

Your monthly benefit won't be reduced because of a change in your Earnings.

## Indemnity cover

Your monthly benefit may be reduced when you claim so that it does not exceed more than 75% of your Earnings before disability. Choosing this style of benefit may help lower your premiums.

The benefit payable will be the lesser of the benefit shown on your Schedule and the maximum insurable amount as calculated in the 'Maximum monthly benefit' table under 'How much insurance can you apply for?' on page 64.

## Indemnity Option (for Plus, except under the Farmers Package)

To lower the cost of Income Protection Plus you can select the Indemnity Option instead of an Agreed Value Benefit. As for Standard cover (Indemnity Benefit), if your Earnings decrease after taking out Income Protection Plus insurance, MLC will reduce the monthly benefit when you claim so that we pay no more than 75% of your Earnings before disability.

## How does partial disability or rehabilitation work?

If, when your disability begins, you're Gainfully Employed or have been Gainfully Employed during the previous 12 months, and you return to work in a reduced capacity, or you begin a vocational rehabilitation program approved by government or MLC, you may be eligible for Partial Disability or Rehabilitation benefits.

To receive Partial Disability or Rehabilitation benefits, you must have been Totally Disabled for at least 14 days immediately before you became Partially Disabled or began Rehabilitation. If this happens during the Waiting Period, benefits will start to accrue the day after the Waiting Period ends. The first payment will be due one month later. Payments will be made monthly while your entitlement continues.

Your Partial Disability or Rehabilitation benefit will be calculated as follows:

**For all occupations other than Farmers under the Farmers Package:** in proportion to your reduction in Earnings.

**For Farmers insured under the Farmers Package:** The Partial Disability or Rehabilitation benefit is calculated as 50% of your monthly benefit for up to two years of partial disability or rehabilitation.

Then, beyond two years, if you have a five-year benefit period, 50% of your monthly benefit or a part of the monthly benefit in proportion to your level of whole person impairment, whichever is less.

Whole person impairment is based on medical advice that may include regular occupational or medical assessment by a medical adviser appointed by MLC, which may be requested at any time. It will be required following two years of partial disability or rehabilitation and every six months thereafter while partial disability or rehabilitation continues or until the end of the benefit period, whichever is earlier. This assessment is in addition to any other information or examination required to assess the claim. No benefit will be payable for any period of partial disability or rehabilitation with an assessed whole person impairment of less than 25%.

## What if you can claim for loss of income from other sources?

When you receive benefits from other sources such as Workers Compensation or other legislated payments for loss of income, your benefits will be adjusted.

We won't make any adjustments for social security payments, benefits at common law, compensation paid for pain or suffering or superannuation payments.

### If you choose Agreed Value cover:

Your benefits will be reduced so that the total amount you receive from this insurance together with benefits for loss of income from all other sources doesn't exceed:

- 75% of your Earnings before disability for Total Disability (or not more than the monthly benefit, for farmers under the Farmers Package), or
- 100% of your Earnings before disability for Partial Disability.

We won't reduce your benefits if the total benefits you receive from this insurance and benefits for loss of income from all other sources, are less than your monthly benefit (as shown in your Schedule).

### If you choose Indemnity cover:

Your benefits will be reduced so that the total amount you receive from this insurance together with benefits from all other sources, is not more than 75% of your Earnings before disability.

Where benefits from other sources are paid as a lump sum we'll treat the lump sum as though it is paid in equal monthly instalments for eight years and use that amount, to calculate the reduction in your benefit.

# Summary of the terms and conditions for Income Protection and Business Expenses

In addition to the above, the following applies:

## For Income Protection Standard:

MLC will reduce the amount it will pay if you receive any benefit from:

- a superannuation or pension plan or any policy of income protection, salary continuance or disability insurance
- any income provided or arranged by an employer, partnership or business, including sick leave.

## For Income Protection Plus:

If at the time of application you have over 90 days accumulated sick leave or have disability insurance arrangements through your employer, your policy may include a condition that will reduce the benefit payable so that the total we pay is not more than 75% of your Earnings before disability.

## For Special Risk Occupations (Agreed Value and Indemnity):

If you have selected Non Occupational Cover (see page 72) and you receive income benefits from Workers Compensation or a similar compensation scheme regulated by legislation, no benefit will be payable.

## One benefit paid at a time

You'll only receive one benefit at a time. However, you'll also receive the following benefits at the same time as your Total or Partial Disability benefits:

- Rehabilitation Expense Benefit
- Rehabilitation Bonus, and

- where you have selected the Extra Benefits Option:
  - Double benefits for specified conditions
  - Home Assistance Benefit
  - Transportation Benefit
  - Accommodation Benefit.

## When do benefits end?

Any benefit paid under Total Disability, Partial Disability or Rehabilitation ends if any of these occur:

- you cease to be totally disabled, partially disabled or in rehabilitation (as applicable)
- your maximum benefit period ends
- for Partial Disability or Rehabilitation in Income Protection Standard cover, the benefit period ends at the later of 6 months and when we have paid 6 times your monthly benefit
- your Income Protection insurance ends.

If you die while your Income Protection insurance is in force, in addition to any other benefits that have been paid or are payable, we will pay:

- six times the monthly benefit as a lump sum, or
- \$60,000

whichever is the lesser.

## Return to work during the Waiting Period

You can return to work during the Waiting Period. The days you work don't have to be consecutive. The Waiting Period will be extended by the number of days you return to work. However, the Waiting Period will start again if:

- you select a Waiting Period of 14 days or one month and you return to work for more than five consecutive workdays
- you select a Waiting Period longer than one month and you return to work for more than 10 consecutive workdays.

## What is sabbatical leave?

This means leave taken for study or travel as a normal part of your occupation.

## Business Expenses -How does it work?

If you're self-employed, or operate a small business, you'll be reimbursed for certain business expenses incurred while you're Totally Disabled, up to your monthly benefit amount for up to 12 months.

If your business continues to generate income while you are disabled, MLC will not reduce your benefits.

If you own and operate your business through a company, MLC will treat covered expenses paid by the company as if they were paid by you.

If you change businesses the policy is portable. Simply apply it to your new business.

If you have a break in employment you can continue your cover for up to a year while you are on extended leave, unless it is a direct result of disability. MLC can approve longer periods. You must continue to pay premiums during this time.

MLC reimburses the monthly expenses you actually incur after your Waiting Period ends and while you are totally disabled, up to your chosen monthly benefit, for up to one year.

If you are entitled to benefits because you are disabled for part of a month, MLC will reduce the covered expenses and monthly benefits proportionally based on a 30-day month.

If you're paid less than the full benefit over a year, we'll extend the benefit period while you continue to be disabled for the lesser of another 12 months or until you've been reimbursed an amount equal to the full 12 months' benefit.

MLC pays benefits only while a Doctor is regularly treating you. MLC will review the benefit regularly and may require further proof of disability if it continues.

If you die while your Business Expenses insurance is in force, in addition to any other Benefits that have been paid or are payable, we will pay you:

- three times the Monthly benefit as a lump sum, or
- \$30,000

whichever is the lesser.

If you change businesses, the policy is portable. You have the flexibility to apply this insurance to your new business.

This insurance isn't available if you work in a special risk occupation.

# Summary of the terms and conditions for Income Protection and Business Expenses

## 2. Terms for Extra Benefits Option (outside super only)

The full terms and conditions that apply to your insurance are in the policy document, which we will send to you when we accept your application.

**As an additional option to your Income Protection insurance you can purchase this package of extra benefits:**

### Accommodation Benefit

You'll receive an additional \$500 every day if a Family member needs hotel or motel accommodation to be near you.

This applies if you're Totally Disabled, confined to bed and receiving full-time registered nursing care (not provided by a member of your Family) under a Doctor's direction and you are more than 100 kilometers from your usual place of residence.

The benefit applies from the fourth day of your confinement to bed for a maximum of 30 days in any 12-month period.

### Advance Payment for certain injuries

You'll receive a lump sum for the periods shown in the tables below, for certain injuries.

If your Waiting Period is greater than one month, the advance benefit will equal your monthly benefit for the period in the table minus your Waiting Period.

MLC will pay your monthly Income Protection benefits after the advance benefit period while you are totally or partially disabled or under rehabilitation as a result of your injury up to the earliest of the following:

- MLC pays your chosen maximum benefit (taking into account any advance benefits)
- your 65th birthday, or
- you die.

If one injury causes more than one of the losses or fractures shown in the tables on this page, you'll only receive a benefit for the loss with the largest benefit.

If, within 181 days of the injury, you completely and permanently lose the use of:	The advance benefit period is:
Both hands or both feet, or the sight in both eyes	24 months
A hand and a foot	
A hand or foot and the sight in one eye	18 months
An arm or a leg	12 months
A hand or foot or the sight in one eye	6 months
Thumb and index finger on the same hand	

If you completely fracture these bones so that they need a pin, traction, plaster cast, or other immobilising structure, diagnosed within 30 days of the injury that caused the fracture.	The advance benefit period is:
Thigh (shaft)	3 months
Pelvis (except the coccyx)	
Kneecap	2 months
Lower leg (shaft, including the ankle but excluding the foot and toes)	
Shoulder blade	
Skull (except the face or nose bones)	
Upper arm (shaft, including the elbow and shoulder)	1.5 months
Collarbone	
Forearm (shaft, including the wrist but excluding the elbow)	
Jaw	

If you are diagnosed with:	The advance benefit period is:
Paralysis – permanent and of specified severity (total and permanent loss of function of two or more limbs caused by damage to the nervous system), the total you receive is not more than 75% of your Earnings before disability	Your benefit period or 60 months, whichever is less

### Benefit during the Waiting Period

You'll receive a proportion of your monthly benefit (1/30th each day) if you're confined to bed under a Doctor's direction, and receive full-time registered nursing care (not provided by a member of your Family).

The benefit applies if you're confined to bed for at least 72 consecutive hours. You will receive this benefit for each day of care during the Waiting Period for up to 180 consecutive days.

### Double benefits for specified conditions

You'll receive double the normal monthly benefit for a total or partial disability or rehabilitation for up to six months if you suffer any of the following conditions as defined in the Critical Illness definitions on pages 78 - 86.

- Aorta Repair– excluding less invasive surgeries
- Aplastic Anaemia– of specified severity



- Benign Brain Tumour – of specified severity
- Cancer– excluding specified early stage cancers
- Cardiomyopathy – of specified severity
- Chronic Kidney Failure– requiring permanent dialysis or transplantation
- Chronic Liver Failure– of specified severity
- Chronic Lung Failure– of specified severity
- Coma– with specified criteria
- Coronary Artery Bypass Surgery– excluding less invasive procedures
- Deafness– permanent
- Dementia or Alzheimer’s Disease– permanent and of specified severity
- Encephalitis– of specified severity
- Heart Attack– with evidence of severe heart muscle damage
- Heart Valve Surgery– of specified severity
- HIV Contracted Through Medical Procedures
- HIV Contracted Through Your Work
- Major Brain Injury– of specified severity
- Major Burns– of specified severity
- Major Organ or Bone Marrow Transplant
- Motor Neurone Disease - unequivocal diagnosis
- Multiple Sclerosis– of specified severity
- Muscular Dystrophy– unequivocal diagnosis
- Open Heart Surgery
- Parkinson’s Disease– of specified severity
- Parkinson-Plus Syndrome – unequivocal diagnosis
- Pneumonectomy– complete removal of entire lung
- Primary Pulmonary Hypertension– of specified severity
- Stroke– in the brain and of specified severity

The specified condition must satisfy the definition terms, be diagnosed by an appropriate Specialist, and confirmed by our medical adviser.

### Home Assistance

While you receive a Total Disability benefit, if you’re at home, confined to bed or the house and dependent on home assistance or nursing care, you’ll receive a further benefit to help you cover this cost.

If you need care at home and either:

- you hire a private registered nurse (who isn’t a member of your Family), you’ll receive \$150 per day, or
- your Spouse stops working at a full-time job solely to care for you at home (unless your Spouse worked for you or your employer before your disability), you’ll receive for each day your spouse provides that care, the daily proportion of the lesser of your monthly benefit.

The maximum benefit is the lesser of your monthly benefit or \$4,500 per month, for up to six months.

### Transportation Benefit

If you become Totally Disabled for at least one month while you are:

- outside Australia, we’ll reimburse the cost of transportation back to Australia
- inside Australia, more than 100 kilometres from home, we’ll reimburse the cost of transportation back to your home.

We’ll only pay this benefit once in any 12-month period, after deducting any reimbursements you’re entitled to receive from other sources. You can receive a maximum benefit equivalent to three times your monthly Income Protection benefit.

### No claim bonus

Every year that you do not claim under Income Protection insurance, MLC increases your monthly benefit for the first year of a claim:

Continuous years without a claim	Increase in monthly benefit
1	0%
2	5%
3	10%
4	15%
5	20%
6+	25%

# Summary of the terms and conditions for Income Protection and Business Expenses

## 3. Summary of terms for:

- **Income Protection, and**
- **Business Expenses**

The full terms and conditions that apply to your insurance are in the policy document, which we will send to you when we accept your application.

### **Child Support Income Benefit (outside super only) (Feature of Income Protection Plus insurance)**

If a Child dies or first suffers a Child Support Income Benefit Condition:

- while this insurance is in force, and
- after the Review Date following the Child's second birthday.

you'll receive the Child Support Income Benefit.

#### **What we will pay**

The Child Support Income Benefit payable for each Child will be the lesser of:

- three times the monthly benefit, and
- \$25,000.

The Child Support Income Benefit will be paid as a lump sum. This benefit is not payable if it is less than \$10,000.

#### **What conditions are covered?**

The Child Support Income Benefit Conditions covered are:

- Aplastic Anaemia– of specified severity
- Bacterial Meningitis – of specified severity
- Benign Brain Tumour– of specified severity
- Blindness – of specified severity
- Cancer– excluding specified early stage cancers
- Cardiomyopathy– of specified severity
- Chronic Kidney Failure – requiring permanent dialysis or transplantation

- Chronic Liver failure – of specified severity
- Coma – with specific requirements
- Deafness – permanent
- Encephalitis – of specified severity
- Heart Attack – with evidence of severe heart muscle damage
- Heart Valve Surgery – of specified severity\*
- HIV Contracted Through Medical Procedures
- Intensive Care – requiring continuous mechanical ventilation for 7 days
- Loss of Speech– total and permanent
- Major Brain Injury– of specified severity
- Major Burns– of specified severity
- Major Organ or Bone Marrow Transplant\*
- Meningococcal Septicaemia– of specified severity
- Open Heart Surgery
- Out of Hospital Cardiac Arrest
- Paralysis – permanent and of specified severity
- Pneumonectomy – complete removal of entire lung\*
- Primary Pulmonary Hypertension – of specified severity
- Stroke – in the brain and of specified severity
- Type 1 Diabetes

*\*This is a surgical condition.*

The definitions for these Child Support Income Benefit Conditions can be found in Critical Illness definitions on pages 78 - 86.

The Child first has a Child Support Income Benefit Condition when:

- for surgical conditions, the underlying condition requiring the surgical intervention first appears, happens or is diagnosed as meeting its definition, and
- for all other conditions, the condition first appears, happens or is diagnosed as meeting its definition.

#### **Conditions that apply for the Child Support Income Benefit**

The Child Support Income Benefit is payable once only for any one Child.

#### **When won't a benefit be paid?**

We will not pay a benefit for any Child Support Income Benefit Condition arising from or contributed to by:

- the Child's intentional self-inflicted injury or attempted suicide
- sickness or injury that first appeared, happened or was diagnosed before or within three months of when this insurance started or was last reinstated
- sickness or injury that first appeared, happened or was diagnosed before the Review Date following the Child's second birthday
- congenital abnormalities that first appeared for the life insured, the life insured's Spouse or any of their Children, before this insurance started or was last reinstated,

- congenital abnormalities that first appeared before the Review Date following the Child's second birthday, or
- sickness or injury maliciously inflicted on the Child for the purpose of gain from this insurance.

### Death Benefit (Feature of Income Protection Plus and Income Protection Standard insurances)

Your estate will receive six months' benefit as a lump sum if you die while the policy is in force. The maximum benefit is \$60,000.

### Death Benefit (Feature of Business Expenses insurance)

This insurance pays three months' benefit as a lump sum if you die while the policy is in force.

The maximum benefit is \$30,000.

### Elective Surgery Benefit

MLC will pay the monthly benefit if you are unable to work as a result of undergoing elective surgery performed by an appropriately qualified Doctor to donate an organ to another person, to improve your appearance as a result of sickness or injury, or on the advice of a medical practitioner.

The surgery must take place more than six months after your Income Protection insurance began or was last reinstated.

MLC will not pay any increase to your Income Protection benefit for surgery within six months of the increase.

### Extended Cover Renewable To Age 70 (Feature of Income Protection Plus insurance)

Following your policy expiry date, at your 65th birthday, we'll give you the option to continue your Income Protection Plus insurance on altered terms until age 70, if you continue to work full-time and aren't receiving, or entitled to receive, benefits at the Review Date when you turn 65.

Please note: This isn't available if:

- your insurance expires before your 65th birthday, or
- you work in a special risk occupation.

If you're eligible, we'll write to you giving you the option to continue Income Protection Plus insurance.

If approved, extended cover will be provided under a new policy, and your existing policy will end.

Please see your adviser for more information.

### Extended Leave Cover

Your cover continues for up to a year while you are on extended leave (you are not doing paid work), except as a direct result of disability or Sabbatical leave. MLC may approve longer periods in writing. For professional and clerical occupations, if you are on Sabbatical leave, the insurance can continue for up to two years. You must continue to pay premiums during this time.

### HIV/AIDS Exclusion discount (Feature of Income Protection and Business Expenses insurances)

MLC will discount your premium if you do not want cover for HIV/AIDS and you are prepared to accept this exclusion.

### Increases Without Further Medical Evidence (Feature of Income Protection Plus insurance)

You can request an increase in your Income Protection Plus monthly benefit, without needing to provide further medical evidence, by up to 20%, subject to the maximum insurable amount calculated based on the table on page 64 when any of the following events happen:

- you or your Spouse adopt or give birth to a child
- you get married or divorced
- you complete an undergraduate degree at a Government-recognised university
- you receive an increase in your Earnings of at least 10% in the previous 12 months
- you have a Child who starts secondary school, or
- if you take out, or increase, a Mortgage to purchase or improve your home.

You will need to provide financial evidence satisfactory to us to support the increase requested, proof of the event and request the increase in writing.

This increase will be in addition to any increases available under the Inflation Linked Option.

# Summary of the terms and conditions for Income Protection and Business Expenses

## Conditions that apply to increases without further medical evidence

The application for an increase in the monthly benefit must be made between the date the relevant event happens and 30 days after the first Review Date following the event.

Under this feature you can only apply for one increase during any three-year period. Your monthly benefit cannot be increased if:

- the life insured is over age 55
- you are being paid a benefit or are eligible to make a claim for a benefit
- a medical loading or exclusion applies to your insurance, or
- the total amount of all income protection insurance issued by us which covers the life insured exceeds \$30,000 per month.

For the first 12 months after your monthly benefit is increased without further medical evidence, the increased monthly benefit (excluding any increases due to the Inflation Linked Option) is only payable for Total Disability or Partial Disability caused by an Accident.

## Indexed Claim Benefits

So that your benefits keep pace with Inflation, MLC will apply the Consumer Price Index (CPI) increase to:

- your monthly benefit, each year after benefits have been paid for a full year
- your pre-disability Earnings, when calculating your Partial Disability or Rehabilitation benefit.

## Non-Occupational Cover Option (For Special Risk occupations only)

You can choose to exclude disabilities:

- which happen at work or as a result of work, or
- for which you can claim benefits under Workers Compensation or a similar compensation scheme regulated by legislation.

## Occupational HIV, Hepatitis B or C Lump Sum Benefit (for certain occupations only under PPP Plus)

This option is only available for Income Protection Plus for certain medical occupations (such as doctors, surgeons, dentists, nurses and ambulance officers) if you also choose the Extra Benefits Option. MLC or your financial adviser can tell you if you are eligible.

MLC will pay you a lump sum if, while the policy is in force, you acquire HIV (Human Immunodeficiency Virus), Hepatitis B or Hepatitis C as a result of an occupational Accident while you are performing the normal duties of your occupation in the health industry.

The minimum benefit you can select is \$25,000 and the maximum benefit you can select is 100 times your monthly benefit to a maximum of \$500,000.

You (or someone representing you) must tell MLC you may become infected within 14 days of the incident or that you have become infected within 14 days of diagnosis. MLC will send a claim form and/or instructions for submitting proof of benefit entitlement.

Documented proof must be provided by you to MLC that:

- the incident did happen at work and involved a definite source of infection, including copies of the incident report, the names of the witnesses to the incident and confirmation of the source of infection
- the HIV, Hepatitis B or Hepatitis C is a new infection and that seroconversion from the relevant negative antibodies or antigens to positive antibodies or antigens has taken place within six months of the incident, based upon blood or body fluid samples tested by Australian Government approved
- pathology laboratories.

MLC must be allowed to independently retest the samples and/or take further samples for testing at MLC's cost.

MLC will not pay benefits for any Hepatitis B infection commencing within six months after this insurance began or was last reinstated.

MLC will not pay for any HIV, Hepatitis B or C infection:

- arising from intentionally self-inflicted infection
- first diagnosed after you die
- commencing after the appropriate government body has recommended a preventative vaccine for use in your occupation but only if you have not taken this vaccine
- commencing after the appropriate government body has approved a treatment which makes infection inactive and non-infectious but only if you don't undertake the available treatments

- occurring, or sickness first appearing, before the policy commenced or was last reinstated (unless disclosed to, and accepted by, MLC as part of the application or reinstatement process).

MLC will continue your Occupational HIV, Hepatitis B or C infection lump sum insurance until the benefit is paid or your Income Protection Plus insurance ends.

### Premium waived while benefits are paid (Feature of Income Protection and Business Expenses insurances)

Premium paid (including premiums paid during the Waiting Period) for this insurance will be refunded while you are disabled and benefits are being paid. Premiums will still be due for other types of insurances and other people insured.

When benefits stop, we will start charging you premiums again, unless your this insurance ends.

### Recurring Disability Benefit

#### For Income Protection insurance:

If the same disability recurs while this insurance is in force and within:

- six months (if your benefit period is five years or less)
- 12 months (if your benefit period is more than five years)

of your return to full-time work, MLC will consider it a continuation of the original disability. You can claim as soon as the disability recurs, with no new Waiting Period. The cause of the disability must be the same as, or related to, the cause of the original disability.

If the disability recurs after this time, MLC will treat it as a new claim.

#### For Business Expenses insurance:

If the same disability recurs while this insurance is in force and within six months MLC will consider it a continuation of the original disability. You can claim as soon as the disability recurs, with no new Waiting Period. The cause of the disability must be the same as, or related to, the cause of the original disability.

If the disability recurs after this time, MLC will treat it as a new claim.

### Rehabilitation Expenses (outside super only)

In addition to any Rehabilitation benefit payable, we will pay up to six times your monthly benefit (Standard) or 12 times your monthly benefit (Plus) for approved rehabilitation expenses, such as the cost of a rehabilitation course or special equipment, to help you return to work.

### Rehabilitation Bonus (outside super only)

While MLC pays you Rehabilitation benefits MLC may approve a benefit increase of 50% for up to 12 months unless double benefits for specified conditions are payable under the Extra Benefits Option during the same period.

### Short Waiting Period for Accidental Injury Option (outside super only except farmers under the Farmers Package, 14 or 30 day Waiting Periods apply.)

This option allows you to receive benefits while you're Totally Disabled during the Waiting Period. You're eligible to receive benefits from the fourth consecutive day of your Total Disability during the Waiting Period.

If you're already eligible for Benefits during the Waiting Period under the Extra Benefits Option, you won't be eligible for this feature.

Your Total Disability must be caused by an Accident and begin within 30 days of the Accident.

### Waiting Period Conversion (Feature of Income Protection Standard and Plus insurances, except for Special Risk Occupations or under Farmers Package)

You can apply to change the Waiting Period of this insurance from 24 months to 90 days without further medical evidence if you have left your employer and your cover under an eligible Group Salary Continuance scheme or other similar arrangement (Salary Continuance Arrangement) ends and the conditions (outlined below) are met.

Apart from medical history, all aspects of your history will be assessed to determine whether we can offer to convert the Waiting Period and, if so, the conditions which may apply.

# Summary of the terms and conditions for Income Protection and Business Expenses

We may decline to accept the application to convert the Waiting Period on the basis of this evidence or information, when considered in light of our standard underwriting guidelines applicable at the time of the application to convert the Waiting Period.

Alternatively, we may accept the conversion subject to a change to the occupation category that applies or a change to the monthly benefit.

## Conditions that apply to the Waiting Period conversion

The Waiting Period conversion can only be exercised by you if:

- when the insurance started the Waiting Period was 2 years,
- when the insurance started you were insured under a Salary Continuance Arrangement which has a two-year benefit period,
- you have left your employer and your cover under the Salary Continuance Arrangement has ended,
- you don't exercise a continuation option under the Salary Continuance Arrangement,
- you are Gainfully Employed and your Earnings are greater than or equal to your average Earnings in the continuous 12-month period before cover under the Salary Continuance Arrangement ended,
- you have not ceased Gainful Employment due to sickness or injury,
- you have not made or are not eligible to make a claim under:
  - the Salary Continuance Arrangement,

- any other policy providing disability income insurance with any life insurer, or
- any TPD benefit with any life insurer,
- it is exercised within 60 days of the cover under the Salary Continuance Arrangement ending,
- the insurance is not part of a transfer from another MLC product or has not been issued as part of a continuation option, unless it has been fully underwritten,
- you provide evidence satisfactory to us to support the request to convert the Waiting Period,
- it is exercised before the Review Date following your 55th birthday.

A Salary Continuance Arrangement includes a Group Salary Continuance scheme, or similar arrangement provided by an employer that was issued by a life company registered in Australia.

## 4. General exclusions that apply for:

- **Income Protection, and**
- **Business Expenses insurance**

The general exclusions below apply to each insurance as described.

Certain benefits, features, options and definitions may have additional specific exclusions. These can be found in this PDS in the terms and conditions for the relevant benefit, feature or option, or in the relevant definition.

### **Income Protection - When won't a benefit be paid?**

You won't receive a benefit for any disability, condition or loss arising from, or contributed to, by:

#### **For all Income Protection policy types:**

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- any sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process), or
- war or warlike operations (doesn't apply to any benefit payable on your death).

#### **For Income Protection Standard (additional exclusions):**

- chronic fatigue syndrome or fibromyalgia
- Mental Disorder and/or alcohol, drug or chemical abuse or dependency except where you are confined indoors and, under the direction of an appropriately qualified Doctor, are receiving full-time nursing care or continuous supervision (not provided by a member of your immediate family) to protect yourself or other people.

### **Business Expenses - When won't a benefit be paid?**

We won't reimburse you for expenses incurred for any disability, condition or loss arising from or contributed to by:

- intentional self-inflicted injury or attempted suicide
- normal and uncomplicated pregnancy or childbirth
- sickness or injury that first appeared, happened or was diagnosed before your insurance started, or was last reinstated (unless disclosed to and accepted by us as part of the application or reinstatement process), or
- war or warlike operations (this exclusion doesn't apply to any benefit payable on your death).

We won't reimburse you for expenses such as:

- expenses you could claim from elsewhere
- payment or other benefits of any kind to you
- any expense not normally paid before the disability
- repayment of the principal of a loan or mortgage that started less than a year before the disability, or
- the cost of equipment or merchandise for your business.

# Summary of the terms and conditions for Income Protection and Business Expenses

## 5. General termination events when the following insurances end:

- **Income Protection**
- **Occupational HIV, Hepatitis B or C Infection, and**
- **Business Expenses**

The general termination events below apply to each insurance as described.

Certain benefits, features, options may have additional criteria for when they will end. These can be found in this PDS in the terms and conditions for the relevant benefit, feature or option.

### **Income Protection - When will your insurance end**

Your Income Protection insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums
- the policy is cancelled because you make a fraudulent claim
- for LCS, the policy is converted to non-superannuation insurance (insurance will continue as detailed on page 40)
- for Special Risk Occupations, renewal is declined by MLC
- you cease working for more than 12 months (or two years if you are on Sabbatical from a professional or clerical occupation), except as a direct result of disability or if MLC approves an extension in writing
- you reach your 65th birthday
- you retire, or stop work and do not intend to work anymore, for reasons other than disability
- you reach the Termination Date shown in your Schedule
- you die.

### **Occupational HIV, Hepatitis B or C Infection insurance - When will your insurance end?**

Your Occupational HIV

Hepatitis B or C Infection insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- we pay your full benefit under this particular cover
- you die
- you reach your 65th birthday
- the insurance is cancelled because you stop paying premiums
- your Income Protection insurance is terminated or cancelled
- the policy is cancelled because you make a fraudulent claim, or
- you reach the Termination Date shown in your Schedule.

### **Business Expenses - When will your insurance end?**

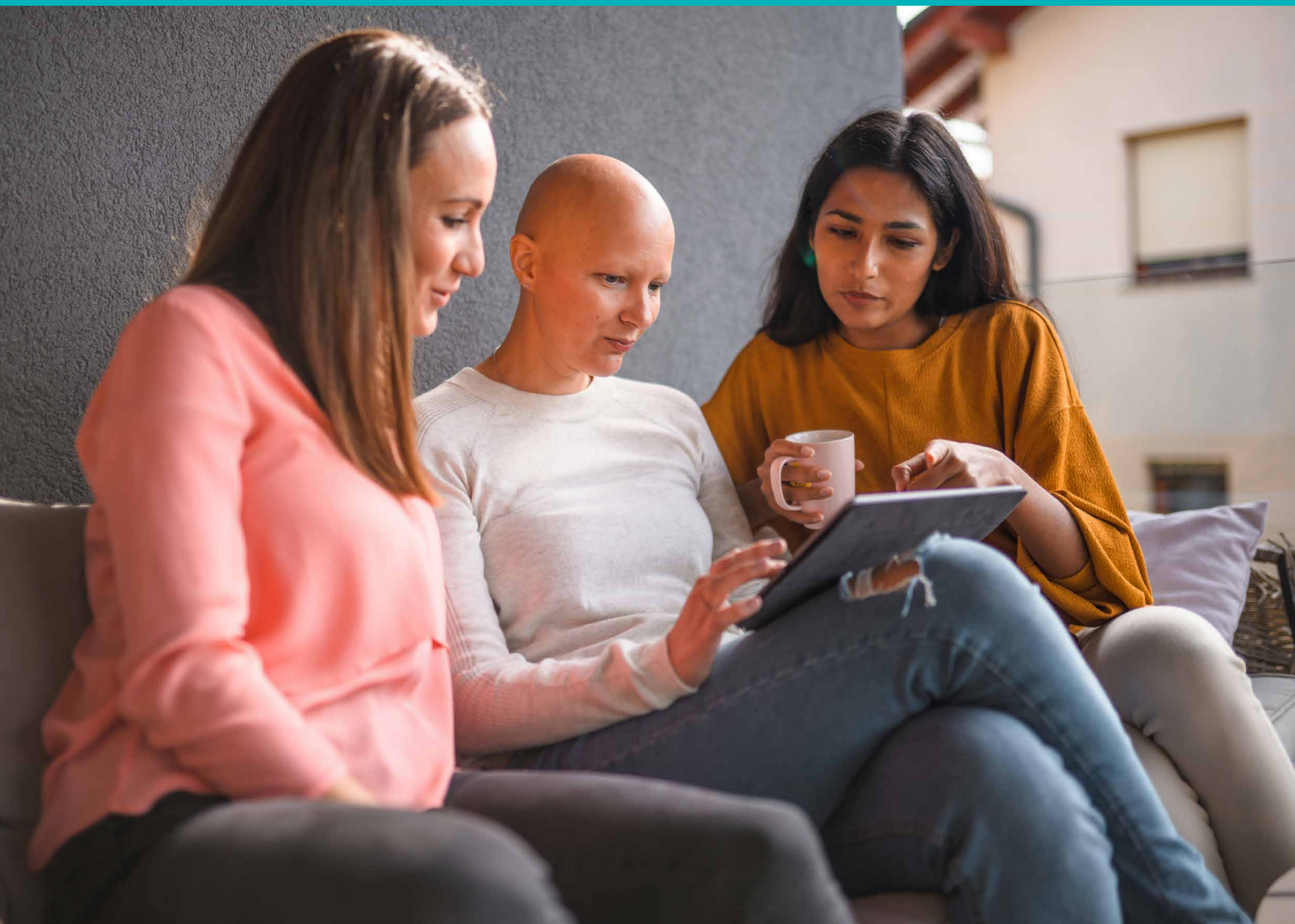
Your Business Expenses insurance will end when:

- the insurance is cancelled at your request (cover ceases on the next Paid-to Date and MLC will not refund any premium paid up to then)
- the insurance is cancelled because you stop paying premiums (unless MLC is paying you benefits)
- the policy is cancelled because you make a fraudulent claim
- you reach your 65th birthday
- you reach the Termination Date in your Schedule
- you cease working for more than 12 months, except as a direct result of disability or if MLC has agreed in writing to extend this period
- you retire, or stop work and do not intend to work anymore, for reasons other than disability
- you die.



# 5

## Key medical and disability definitions



# 1. Medical Condition definitions relating to Critical Illness and Income Protection

**Note:** The Life Insurance Code of Practice may define minimum standard definitions that apply for certain medical conditions under Critical Illness insurance where we issued your Life Insurance Policy on or after 1 July 2017, and may change from time to time.

Where you make a critical illness claim for cancer, a heart attack or a stroke, we will assess your claim against the most favourable of:

- the applicable definition in our PDS/Policy Document linked to the full benefit amount; and
- if different, the corresponding medical definition in the Life Insurance Code of Practice (The Code) that is current at the time the claimable event occurs.

For the purposes of the Critical Illness Extra Benefits Option Child means your natural, adopted or step child.

## **Adult Onset Insulin Dependent Diabetes Mellitus** (partial benefit)

The diagnosis after age 30 of type 1 (autoimmune) diabetes, confirmed by development of diabetes associated islet autoantibodies and requiring insulin to manage the condition.

## **Advanced Endometriosis** – of specified severity (partial benefit)

The presence of endometrial tissue (normal lining of the uterus) outside the uterus, usually in the pelvic cavity.

Advanced endometriosis is a partial or complete obliteration of the cul-de-sac (Pouch of Douglas) by endometriotic adhesions, and/or the presence of endometriomas (cysts containing endometriotic material), and/or the presence of deep endometrial deposits involving the pelvic side wall, cul-de-sac and broad ligaments, or involving the wall of the bladder, ureter and bowel for which surgical treatment is required.

## **Aorta Repair** – excluding less invasive surgeries

The correction of narrowing, dissection or aneurysm of the aorta through the chest or abdominal wall. It does not include

angioplasty, intra-arterial procedures or other non-surgical procedures.

## **Aplastic Anaemia** – of specified severity

Means bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring as a minimum one of the following treatments:

- marrow stimulating agents
- bone marrow transplantation
- blood product transfusions
- immunosuppressive agents.

## **Bacterial Meningitis** – of specified severity

Severe inflammation of the membrane that surrounds the brain and spinal cord which results in a permanent impairment of at least 25% of whole person function. Bacterial meningitis as a result of HIV infection is not covered.

## **Benign Brain Tumour** – of specified severity

The presence of a non-cancerous tumour of the brain or spinal cord which is histologically confirmed and results in:

- at least 25% permanent impairment of the whole person function, or

- the undergoing of neurosurgical intervention for its removal.

The following are not included:

- intracranial cysts, granulomas and haematomas
- intracranial malformation in or of the arteries and veins, and
- tumours of the pituitary gland.

## **Blindness** – of specified severity

The permanent loss of all sight in both eyes, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc.

## **Cancer** – excluding specified early stage cancers

The presence of one or more malignant tumours, leukaemia or lymphomas.

The following are excluded:

- Chronic lymphocytic leukaemia in its early stages (less than RAI stage 1).
- Prostate cancer which is histologically described as TNM classification T1(a) or (b) or another equivalent or lesser classification with a Gleason score of 5 or less unless:

- the person insured is required to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment, or
- the tumour is completely untreatable.
- Carcinoma in situ, cervical dysplasia CIN1, CIN2, and CIN3, or premalignant tumours.
- Carcinoma in situ of the breast, except where it leads to the removal of the breast by a mastectomy or removal of the carcinoma in situ by breast conserving surgery (lumpectomy, complete local excision, wide local excision, partial mastectomy), together with radiotherapy or chemotherapy. The procedure must be performed as a direct result of the carcinoma in situ and specifically to arrest the spread of malignancy, and be considered the necessary and appropriate treatment.
- Skin cancer other than melanoma that:
  - shows signs of ulceration as determined by histological examination, or
  - is greater than 1.0 mm thick, or
  - is least Clark Level 3 of invasion.
- Hyperkeratosis or basal cell skin carcinoma.
- Squamous cell skin carcinoma unless it has spread to other organs.
- All non-melanoma skin cancers unless having spread to the bone, lymph node or an other distant organ.

**Carcinoma In Situ of the Breast** – of specified severity (partial benefit)

The presence of histologically proven localised pre-invasive cancer in the breast, where cancer cells do not penetrate the basement membrane nor invade the surrounding tissues or stroma.

This includes, but is not limited to, pre-invasive cancer of the milk ducts or lobules.

**Carcinoma In Situ - Female Reproductive Organs** – of specified severity (partial benefit)

The presence of histologically proven carcinoma in situ of:

- corpus uteri
- fallopian tube
- ovary
- perineum (excluding skin equivalent cancers)
- vagina (excluding skin equivalent cancers)
- vulva (excluding skin equivalent cancers)
- cervix.

Carcinoma in situ means a focal autonomous new growth of carcinomatous cells which has not yet resulted in the invasion of normal tissues. 'Invasion' means an infiltration and/or active destruction of normal tissue beyond the basement membrane. The carcinoma in situ must be classified as Tis according to the TNM staging method or FIGO Stage 0.

**Cardiomyopathy** – of specified severity

The inability of the heart muscle to function properly resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

**Chronic Kidney Failure** – requiring permanent dialysis or transplantation

The final stage of kidney disease that requires permanent dialysis or a transplant.

**Chronic Liver Failure** – of specified severity

The final stage of liver disease with at least two of the following conditions:

- permanent jaundice,
- ascites (abnormal retention of fluids within the abdominal cavity)
- deteriorating liver function tests, and
- encephalopathy (related brain disease).

**Chronic Lung Failure** – of specified severity

The final stage of lung disease, needing permanent oxygen therapy with a consistent pulmonary function test result of:

- FEV1 less than 40% predicted, or
- a DLCO less than 40% predicted.

**Coma** – with specified criteria

A total loss of consciousness and responsiveness in which the life insured is incapable of sensing or responding to external stimuli that results in a documented Glasgow Coma Scale of 6 or less for at least 72 hours.

# 1. Medical Condition definitions relating to Critical Illness and Income Protection

## **Congenital Abnormalities of a Child** – of specified severity (partial benefit)

If the life insured or life insured's Spouse gives birth to a Child that survives for at least 28 days and is diagnosed with one of the following:

- Down's syndrome – a specific genetic abnormality caused by an extra chromosome 21 that causes mental retardation and physical abnormalities.
- Spina bifida – defective closure of the spinal column due to neural tube deficit with a meningocele or meningocele and resulting in neurological deficit.
- Tetralogy of Fallot – an anatomical abnormality with severe or total right ventricular outflow tract obstruction and a ventricular septal defect allowing right ventricular deoxygenated blood to bypass the pulmonary artery and enter the aorta directly. The diagnosis must be supported by an echocardiogram, and invasive surgery must be performed to correct the condition.
- Transposition of great vessels – a congenital heart defect where the aorta arises from the right ventricle and the pulmonary artery from the left ventricle. The diagnosis must be supported by an echocardiogram, and invasive surgery must be performed to correct the condition.
- Congenital Blindness – complete absence of the sense of sight from birth.
- Congenital Deafness – complete absence of the sense of hearing from birth.

Congenital abnormalities that first appeared in a Child, before this Extra Benefits Option started or was last reinstated, are not covered for any existing or future children.

Benefits are not payable if payment has been made under 'Inability of a Child to gain Independence', or 'Death of a Child'.

## **Coronary Artery Angioplasty**

An operation to correct narrowing or obstruction of one or more coronary arteries. Intra-arterial investigation procedures are not included.

This critical condition applies only for policies where the Critical Illness benefit is \$100,000 or more.

The benefit payable for this critical condition is 10% of the life insured's Critical Illness benefit up to a maximum of \$20,000 per event.

After this benefit is paid, this type of insurance will continue, with the benefit reduced by the amount paid. Critical Illness premiums will be reduced in line with the reduced benefit.

A benefit will be paid for subsequent angioplasty procedures provided that they are necessary.

## **Coronary Artery Angioplasty - Three or More Different Coronary Arteries**

The actual undergoing of an operation to correct narrowing or obstruction of three or more different coronary arteries when considered the necessary and appropriate treatment.

This procedure can be completed in one procedure or via multiple procedures within a two month period.

The benefit payable is 100% of the life insured's Critical Illness benefit.

## **Coronary Artery Bypass Surgery**

– excluding less invasive procedures

The surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction. It does not include Coronary Artery Angioplasty, intra-arterial procedures or other non-surgical procedures.

## **Deafness** – permanent

Irreversible loss of all hearing in both ears, after which the better ear:

- has an auditory threshold of greater than 90 decibels from the frequencies of 500 hertz to 3,000 hertz, even with amplification, and
- is diagnosed and certified by an appropriate specialist Doctor, using standardised equipment.

## **Deafness in One Ear** – permanent (partial benefit)

The irreversible and irreparable loss of hearing in one ear, where the ear has an auditory threshold of greater than 90 decibels from the frequencies of 500 hertz to 3,000 hertz, even with amplification.

## **Death of a Child** (partial benefit)

If the life insured has a Child that dies whilst the policy is in force, MLC will pay you a partial benefit.

Benefits are not payable:

- if the death of an existing or future Child is caused or contributed to by an injury that occurred or sickness that first appeared before this Extra Benefits Option commenced or was last reinstated, and
- if payment has been made under 'Congenital Abnormalities of a Child', 'Specified Complications Of Pregnancy',

or 'Inability Of A Child To Gain Independence'.

### **Dementia or Alzheimer's Disease** – permanent and of specified severity

The unequivocal diagnosis of Dementia or Alzheimer's disease, by a Doctor, causing permanent failure of brain function.

A deterioration in the life insured's Mini-Mental State Examination score to 24 or less is required. Alternatively, we will consider other neuropsychometric tests acceptable to us that conclusively diagnose the condition to at least the same level of stated severity.

### **Early Stage Benign Brain Tumour** – of specified type (partial benefit)

The presence of a non-cancerous tumour of the brain or spinal cord, giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures, or sensory/motor skills impairment.

The diagnosis must be confirmed by a consultant neurologist and the presence of the condition must be confirmed by imaging studies such as CT scan or MRI.

The following are excluded:

- intracranial cysts, granulomas and haematomas
- intracranial malformation in or of the arteries and veins, and
- tumours of the pituitary gland.

### **Early Stage Chronic Lymphocytic Leukaemia (CLL)** – of specified severity (partial benefit)

The presence of chronic lymphocytic leukaemia diagnosed as less than RAI

stage 1 (characterised by lymphocytosis and enlarged lymph nodes).

### **Early Stage Melanoma** – of specified severity (partial benefit)

The presence of one or more malignant melanomas. The melanoma must be less than or equal to 1.0mm depth of invasion or Clark Level 3. The diagnosis must be by biopsy. The malignancy must be characterised by the uncontrollable growth and spread of malignant cells.

### **Early Stage Prostate Cancer** – of specified severity (partial benefit)

The presence of prostate cancer histologically described as:

- TNM classification T1 (a) or (b) (or another equivalent classification), or
- a Gleason score of five or less.

### **Encephalitis** – of specified severity

Severe inflammation of brain substance which results in the life insured suffering either:

- permanent loss of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us), or
- permanent
  - loss of the ability to perform one or more Activities of Daily Living (ADL) without physical help from someone else, or
  - severe cognitive impairment (with a score of 15 or less out of 30 in a Mini Mental State Examination) which leads to the need for

continuous supervision to protect the life insured or other people. A Mini Mental State Examination tests various functions including arithmetic ability, memory and physical orientation to assess cognitive ability.

The permanent loss or impairment described above must have existed continuously for at least six months.

Encephalitis occurring in patients with HIV infection is not covered.

### **Facial Reconstructive Surgery and Skin Grafting** – of specified severity (partial benefit)

The undergoing of skin grafting and plastic or reconstructive surgery above the neck which is deemed medically necessary for the treatment of facial disfigurement as a direct result of an Accident requiring inpatient hospital treatment of the life insured. The Accident must occur while the insurance is in force.

### **Heart Attack** – with evidence of severe heart muscle damage

**Heart attack** means the death of a portion of the heart muscle as a result of inadequate blood supply, where the diagnosis is supported by the detection of a rise and/or fall of cardiac biomarker values with at least one value above the 99th percentile upper reference limit (URL) and with at least three of the following:

- a) Symptoms of ischaemia.
- b) New significant ST-segment-T wave (ST-T) ECG changes or new left bundle branch block (LBBB).
- c) Development of new pathological Q waves in the ECG.

# 1. Medical Condition definitions relating to Critical Illness and Income Protection

d) Imaging evidence of new regional wall motion abnormality present at least six weeks after the event.

If the tests specified in a) to d) above are inconclusive or unable to be met, then the definition will be met if at least three months after the event the insured's left ventricular ejection fraction is less than 50 per cent.

The following are not covered:

- A rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease.
- Other acute coronary syndromes including but not limited to angina pectoris.

## Heart Valve Surgery – of specified severity

The surgical repair or replacement of a defective heart valve or valves, as a consequence of heart valve defects or abnormalities that cannot be corrected by non-surgical techniques.

## HIV Contracted Through Medical Procedures

Accidental infection with Human Immunodeficiency Virus (HIV) as a direct result of one of the following medical procedures:

- blood transfusion, or transfusion with blood products
- organ transplant to the life insured
- assisted reproductive techniques, or
- any other procedure or operation performed by a medical practitioner or dentist.

The procedure must have occurred in Australia and have been performed by a recognised and registered medical practitioner or dentist.

Any event that might lead to a claim must be reported to us within 14 days. The claim must be supported by a negative HIV antibody test on a blood sample taken immediately after the event.

We must have access to the blood sample tested and must be able to take further samples if we think this is needed.

Seroconversion must occur within six months of the event. A benefit will not be paid if any of the following are true:

- the HIV infection has any other cause, including sexual activity or recreational intravenous drug use, or
- the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

## HIV Contracted Through Your Work

Infection with Human Immunodeficiency Virus (HIV) as a result of an injury while the life insured is working at their normal occupation.

Any Injury that might lead to a claim must be reported to us within 14 days. The claim must be supported by a negative HIV antibody test on a blood sample taken immediately after the Injury. We must have access to the blood sample tested and must be able to take further samples if we think this is needed.

Seroconversion must occur within 6 months of the Injury.

A benefit will not be paid if any of the following are true:

- the HIV infection has any other cause, including sexual activity or recreational intravenous drug use,
- before the injury the Australian Government has recommended an HIV vaccine for use in the life insured's occupation, but the life insured has not taken this vaccine, or
- the Australian Government has approved a treatment which makes HIV inactive and non-infectious.

## Inability of a Child to Gain Independence – of specified severity (partial benefit)

The life insured's Child, as a result of sickness or injury, will be permanently unable to perform any two or more of the following groups of activities of daily living without physical help from someone else:

- bathing or showering
- dressing
- moving from place to place, in and out of bed and in and out of a chair
- eating and drinking
- using the toilet.

The life insured's Child also suffers an inability to gain independence which results in permanent loss of at least 25% of either the brain's mental function or its physical control function which leads to a need for continuous supervision of the Child to protect them or other people.

A claim can only be made once the initial assessment or diagnosis is reconfirmed after six months. Benefits are not payable:

- if the inability of an existing or future Child to gain independence is caused or contributed to by sickness or injury that first appeared, happened or was

diagnosed before this Extra Benefits Option started or was last reinstated, and

- if payment has been made under 'Congenital Abnormalities of a Child' or 'Death of a Child'.

**Intensive Care** – requiring continuous mechanical ventilation for 5 days (partial benefit)

Mechanical ventilation by means of tracheal intubation for 5 consecutive days (24 hours per day) in an intensive care unit of an acute care hospital.

**Intensive Care** – requiring continuous mechanical ventilation for 7 days

Mechanical ventilation by means of tracheal intubation for 7 consecutive days (24 hours per day) in an intensive care unit of an acute care hospital.

**Loss of Independence** – of specified severity

The life insured suffers a Loss of Independence if, as a result of sickness or injury they are permanently unable to perform any 2 or more Activities of Daily Living without physical help from someone else. The life insured also suffers a Loss of Independence if they have severe permanent cognitive impairment (with a score of 15 or less out of 30 in a Mini Mental State Examination) which leads to a need for continuous supervision of the life insured to protect them or other people.

A Mini Mental State Examination is a test which samples various functions including arithmetic, memory and orientation to assess cognition.

The Loss of Independence circumstances must have existed continuously for at least six months.

**Loss or Loss of Use of One Foot or One Hand** – total and irrecoverable (partial benefit)

The total and irrecoverable:

- loss, or
  - loss of use
- of one foot or one hand.

**Loss of Sight in One Eye** – of specified severity (partial benefit)

The permanent loss of sight in one eye, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less.

**Loss of Speech** – of total and permanent

Total and permanent loss of ability to speak. A claim can only be made once the initial diagnosis is reconfirmed after three months.

**Major Brain Injury** – of specified severity

Physical head injury that results in the life insured suffering either:

- a permanent loss of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us), or
- permanent:
  - loss of the ability to perform one or more Activities of Daily Living (ADL) without physical help from someone else, or

- severe cognitive impairment (with a score of 15 or less out of 30 in a Mini Mental State Examination) which leads to a need for continuous supervision to protect the life insured or other people. A Mini Mental State Examination tests various functions including arithmetic ability, memory and physical orientation to assess cognitive ability.

The permanent loss or impairment described above must have existed continuously for at least six months.

**Major Burns** – of specified severity

Full thickness burns to 20% or more of the body surface, or to 50% of the face or 50% of both hands requiring surgical debridement and/or grafting.

**Major Organ or Bone Marrow Transplant**

The transplant, or placement on an Australian waiting list approved by us for:

- transplant of any of the following organs from a human donor to the life insured:
  - kidney
  - liver
  - heart
  - lung
  - pancreas
  - small bowel, or
- bone marrow transplant.

This treatment must be considered medically necessary and the condition affecting the organ or bone marrow deemed untreatable by any other means other than transplant, as confirmed by a specialist.

# 1. Medical Condition definitions relating to Critical Illness and Income Protection

## **Meningococcal Septicaemia** – of specified severity

Severe infection in the blood stream that causes blood poisoning which results in a permanent impairment of at least 25% of whole person function.

## **Motor Neurone Disease** – unequivocal diagnosis

The progressive weakening and wasting of the muscles of the body. The unequivocal diagnosis of motor neurone disease must be certain and supported by neurological investigations.

## **Multiple Sclerosis** – of specified severity

The progressive destruction of the insulating layer of myelin in the brain and/or spinal cord. The unequivocal diagnosis of Multiple Sclerosis must be by a consultant neurologist.

There must be more than one episode of defined neurological deficit with persistent abnormalities. Neurological investigation such as lumbar puncture, MRI (Magnetic Resonance Imaging), evidence of lesions in the central nervous systems and evoked visual responses are required to confirm diagnosis.

## **Muscular Dystrophy** – unequivocal diagnosis

The unequivocal diagnosis of muscular dystrophy by a medical practitioner who is a consultant neurologist on the basis of confirmatory neurological investigations.

## **Open Heart Surgery**

Open heart surgery for the treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.

## **Orchidectomy** (as required to diagnose Carcinoma In Situ of the testicle) – with specific requirements (partial benefit)

The removal of one or both testes by radical orchidectomy as required to positively or negatively diagnose Carcinoma in Situ (Tis) of the testicle. The removal must be the appropriate and necessary treatment.

Orchidectomy for any other reason is specifically excluded.

## **Out Of Hospital Cardiac Arrest**

Cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram (ECG), occurs out of hospital and is due to cardiac asystole or ventricular fibrillation with or without ventricular tachycardia.

If an ECG is not available, we will reasonably consider other evidence which unequivocally confirms a cardiac arrest has occurred. Such evidence may include Automated External Defibrillator (AED) data, ambulance or hospital medical records, documented administration of cardiopulmonary resuscitation (CPR) by an attending ambulance officer or hospital clinical staff.

## **Paralysis** – permanent and of specified severity

Total and permanent loss of the function of two or more limbs caused by damage to the nervous system.

## **Parkinson's Disease** – of specified severity

The unequivocal diagnosis of degenerative idiopathic Parkinson's

disease, as characterised by the clinical manifestations of one or more of:

- rigidity
- tremor
- akinesia from degeneration of the nigrostriatal system.

All other types of Parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded.

## **Parkinson-Plus Syndrome** – unequivocal diagnosis

The unequivocal diagnosis by a Neurologist of one of the following Parkinson-Plus (atypical parkinsonian) Syndromes:

- Multiple Systems Atrophy (MSA)
- Progressive Supranuclear Palsy (PSP)
- Corticobasal Degeneration/Syndrome (CBD)
- Dementia with Lewy Bodies (DLB)

The conditions stated above must be irreversible.

All other types of parkinsonism (including but not limited to parkinsonism secondary to medication, vascular disease, drugs, metabolic conditions and infections) are excluded.

## **Pneumonectomy** – complete removal of entire lung

The removal of an entire lung when considered the necessary and appropriate treatment.



### **Primary Pulmonary Hypertension** – of specified severity

A condition associated with right ventricular enlargement established by cardiac catheterisation resulting in permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### **Serious Accidental Injury** (partial benefit)

The life insured suffers a serious accidental injury resulting in confinement to an acute care hospital for a period of 30 consecutive days (24 hours per day) under the full-time care of a registered Doctor.

### **Severe Diabetes** – of specified severity

Severe diabetes mellitus, either Insulin or Non-Insulin dependent, as certified by a consultant endocrinologist and resulting in at least two of the following criteria:

- Severe Diabetic Retinopathy resulting in visual acuity uncorrected and corrected of 6/36 or worse in both eyes
- Severe Diabetic Neuropathy causing motor and/or autonomic impairment
- Diabetic Gangrene leading to surgical intervention
- Severe Diabetic Nephropathy causing chronic irreversible renal impairment (as measured by a corrected creatinine clearance below the laboratory/ies measured normal range).

### **Severe Osteoporosis** – before age 50 and of specified severity

The life insured:

- before the age of 50, suffers at least two vertebral body fractures and/or a

fracture of the neck of femur, due to osteoporosis, and

- has bone mineral density reading with a T-score of less than -2.5 (ie 2.5 standard deviations below the young adult mean for bone density). This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).

### **Severe Rheumatoid Arthritis** – of specified severity

The unequivocal diagnosis of severe rheumatoid arthritis by a Rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- at least a six-week history of severe rheumatoid arthritis which involves three or more of the following joint areas:
  - proximal interphalangeal joints in the hands
  - metacarpophalangeal joints in the hands
  - metatarsophalangeal joints in the foot
  - wrist, elbow, knee, or ankle
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
- typical rheumatoid joint deformity, and
- at least two of the following criteria:
  - morning stiffness
  - rheumatoid nodules
  - erosions seen on x-ray imaging
  - the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of severe rheumatoid arthritis.

Or, if the above criteria is not met we will also consider under the following definition:

The diagnosis must be supported and evidenced by all of the following criteria:

- a. diagnosis of Rheumatoid Arthritis as specified by the American College of Rheumatology and European League Against Rheumatism: 2010 Rheumatoid Arthritis Classification Criteria; and
- b. symptoms and signs of persistent inflammation (arthralgia, swelling, tenderness) in at least 20 joints or 4 large joints (ankles, knees, hips, elbows, shoulders); and
- c. the insured person has failed at least 6 months of intensive treatment with two conventional disease modifying antirheumatic drugs (DMARDs). This excludes corticosteroids and non-steroidal anti-inflammatories; and
- d. the disease must be progressive and non-responsive to all conventional therapy.

Conventional therapy includes those medications available through the Australian Pharmaceutical Benefits Scheme excluding those on the "specialized drugs" list for Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

# 1. Medical Condition definitions relating to Critical Illness and Income Protection

## Specified Complications of Pregnancy (partial benefit)

The life insured is diagnosed with one of the following:

- Disseminated Intravascular Coagulation (DIC) where there is a pregnancy related cause of the DIC which has resulted in a life threatening haemorrhage from multiple sites.
- Ectopic pregnancy – pregnancy in which implantation of a fertilised ovum occurs outside the uterine cavity. The ectopic pregnancy must be terminated by laparotomy or laparoscopic surgery.
- Hydatidiform mole – the development of fluid-filled cysts in the uterus after the degeneration of the chorion during pregnancy which results in death of the embryo.
- Stillbirth – the birth of an infant after at least 20 completed weeks of gestation or of 400 grams or more of birth weight, which shows no signs of life after birth.

Elective termination of pregnancy is specifically excluded.

Benefits are not payable if payment has been made under 'Death of a Child'.

## Stroke – in the brain and of specified severity

An incident in the blood vessels of the brain or bleeding in the brain leading to neurological effects that last for at least 24 hours.

There must be clear evidence on a CT, MRI or similar scan that a stroke has occurred.

Transient ischaemic attacks, symptoms due to migraine, vascular disease of the optic nerve, physical head injury, reversible neurological deficit or any blood vessel incident outside the cranium, except embolism resulting in stroke, are excluded.

## Type 1 Diabetes (Child Support and Child Income Support benefit)

Means diabetes mellitus type 1 with an early onset, which requires insulin injections to control the disease.

## 2. Total and Permanent Disability (TPD) and Loss of Independence Definitions

To claim under this insurance all terms of the policy definition must be met. Diagnosis and certification must be provided by a Doctor who is an appropriate specialist and confirmed by MLC's medical adviser.

### When will MLC pay?

<b>TPD</b>	MLC will pay your full TPD benefit if you become Totally and Permanently Disabled until the Review Date after you turn 65.
<b>Loss of Independence</b> See page 89	MLC will pay your full Loss of Independence benefit, up to a maximum of \$3,000,000, if you lose your independence following the Review Date after you turn 65.
<b>Stand-alone TPD and Loss of Independence</b>	For a claim to be payable for stand-alone TPD and Loss of Independence you must survive for at least: <ul style="list-style-type: none"> <li>• three months to claim for TPD or Loss of Independence</li> <li>• 14 days to claim for TPD based on the total and irrecoverable loss of limbs or sight.</li> </ul> If you die within 14 days after becoming Totally and Permanently Disabled, MLC will pay a benefit of \$5,000.

### TPD - Any Occupation Definition

#### Totally and Permanently Disabled (this applies until the Review Date after the Life Insured reaches age 65)

Where this Total and Permanent Disability and Loss of Independence insurance first commenced after 30 June 2014 under an LCS policy or a PPP policy owned by a SMSF, the Life Insured must also be Permanently Incapacitated.

The Life Insured is Totally and Permanently Disabled if they have a disability caused by an Injury or sickness and they satisfy the criteria in (a), (b) or (c) below:

(a)

- as a result of their disability they are completely unable to work at any occupation they are reasonably suited to by way of education, experience or training that would result in a rate of Earnings of more than 25% of their rate of Earnings during the continuous 12 month period before they were disabled, and are unlikely ever to be able to do so again; and

- these circumstances have existed continuously for at least 3 months,

or

(b)

- they suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, they are disabled to such an extent that they are completely unable to work at their usual occupation or any other occupation they are reasonably suited to by way of education, experience or training, and are unlikely ever to be able to do so again,

or

(c) they have suffered from the total and irrecoverable loss of:

- the use of both hands; or

- the use of both feet; or
- the sight in both eyes; or
- the use of one hand and one foot; or
- the use of one foot and the sight in one eye; or
- the use of one hand and the sight in one eye.

If, at the time the disability begins, the Life Insured is not Gainfully Employed, has not been Gainfully Employed during the previous 12 months and was performing full time domestic duties or child rearing, they are Totally and Permanently Disabled if they have a disability caused by an Injury or sickness and they satisfy the criteria in (d), (e) or (f) below:

(d)

- as a result of their disability they are completely unable to do any Normal Physical Domestic Duties and are unlikely ever to be able to do so again; and

## 2. Total and Permanent Disability (TPD) and Loss of Independence Definitions

- these circumstances have existed continuously for at least 3 months,

or

(e)

- they suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, they are disabled to such an extent that they are completely unable to do any Normal Physical Domestic Duties and are unlikely ever to be able to do so again,

or

(f) they have suffered from the total and irrecoverable loss of:

- the use of both hands; or
- the use of both feet; or
- the sight in both eyes; or
- the use of one hand and one foot; or
- the use of one foot and the sight in one eye; or
- the use of one hand and the sight in one eye.

Where the Life Insured is not Gainfully Employed and has not been Gainfully Employed during the previous 12 months, the definition that will apply to the Life Insured will be the one closest to the Life Insured's circumstances.

### TPD - Own Occupation Definition

#### Totally and Permanently Disabled (this applies until the Review Date after the Life Insured reaches age 65)

After 30 June 2014, this definition isn't available for new insurance under an LCS policy or a PPP policy owned by an SMSF.

The Life Insured's own occupation means the occupation in which they were engaged at the time of their application for this type of insurance unless they have changed their occupation since then. Where the change is to an occupation or occupation category that is eligible for the own occupation definition, You may choose to have a claim assessed under either the Life Insured's occupation at the time of their application or their occupation immediately prior to their date of disability. Where the change is to an occupation or occupation category that is not eligible for the own occupation definition the claim will be assessed under the Life Insured's occupation at the time of their application.

The Life Insured is Totally and Permanently Disabled if they have a disability caused by an Injury or sickness and they satisfy the criteria in (a), (b) or (c) below:

(a)

- as a result of their disability they are completely unable to work at their own occupation and are unlikely ever to be able to do so again; and
- these circumstances have existed continuously for at least 3 months and during such period the Life Insured has not been working in any occupation,

or

(b)

- they suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, they are disabled to such an extent that they are completely unable to work at their own occupation and are unlikely ever to be able to do so again,

or

(c) they have suffered from the total and irrecoverable loss of:

- the use of both hands; or
- the use of both feet; or
- the sight in both eyes; or
- the use of one hand and one foot; or
- the use of one foot and the sight in one eye; or
- the use of one hand and the sight in one eye.

If, at the time the disability begins, the Life Insured is not Gainfully Employed, has not been Gainfully Employed during the previous 12 months and was performing full time domestic duties or child rearing, they are Totally and Permanently Disabled if they have a disability caused by an Injury or sickness and they satisfy the criteria in (d), (e) or (f) below:

(d)

- as a result of their disability they are completely unable to do any Normal Physical Domestic Duties and are unlikely ever to be able to do so again; and
- these circumstances have existed continuously for at least 3 months,

or

(e)

- they suffer a permanent impairment of at least 25% of whole person function (as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current edition as at the date of impairment, or an equivalent guide to impairment approved by us); and
- as a result of this impairment, they are disabled to such an extent that they are completely unable to do any Normal Physical Domestic Duties and are unlikely ever to be able to do so again,

or

(f) they have suffered from the total and irrecoverable loss of:

- the use of both hands; or
- the use of both feet; or

- the sight in both eyes; or
- the use of one hand and one foot; or
- the use of one foot and the sight in one eye; or
- the use of one hand and the sight in one eye.

Where the Life Insured is not Gainfully Employed and has not been Gainfully Employed during the previous 12 months, the definition that will apply to the Life Insured will be the one closest to the Life Insured's circumstances.

**TPD - Loss of Independence Definition - (this applies on and from the Review Date after the Life Insured reaches age 65)**

The Life Insured suffers a Loss of Independence if, continuously for at least 3 months, and as a result of Sickness or Injury, they satisfy the criteria in paragraphs (a), (b) or (c):

(a)

They have suffered from the total and irrecoverable loss of:

- the use of both hands; or
- the use of both feet; or
- the sight in both eyes; or
- the use of one hand and one foot; or
- the use of one foot and the sight in one eye; or
- the use of one hand and the sight in one eye.

or

(b)

They are permanently unable to perform any 2 or more of the following groups of activities of daily living without physical help from someone else:

- bathing or showering
- dressing
- moving from place to place, in and out of bed and in and out of a chair
- eating and drinking
- using the toilet.

or

(c)

They have severe permanent cognitive impairment (with a score of 15 or less out of 30 in a 'mini mental state examination'), which leads to a need for continuous supervision of the Life Insured to protect them or other people.

A mini mental state examination is a test which samples various functions including arithmetic, memory and orientation to assess cognition.

Where this Total and Permanent Disability and Loss of Independence insurance first commenced after 30 June 2014 under an LCS policy or a PPP policy owned by a SMSE, the Life Insured must also be Permanently Incapacitated.

# 3. Total Disability and Partial Disability Definitions relating to Income Protection and Business Expenses insurances

## Income Protection

### Total Disability

The definition of total disability depends on the Income Protection insurance you choose.

Your inability to work must be due to sickness or injury.

If you are working for Earnings, payment or profit, you will not be eligible for Total Disability benefits but you may be eligible for Partial Disability or Rehabilitation benefits.

MLC will pay benefits for total and partial disability and rehabilitation only while a Doctor is regularly treating you. MLC will review the benefit regularly and may require further proof of continued disability.

### Total Disability (Income Protection Plus)

You are totally disabled if you are continuously unable to do at least one of the important duties of your occupation necessary to producing your income.

### Total Disability (Income Protection Standard)

You are totally disabled if, during the first two years of disability, you are continuously unable to do at least one of the important duties of your occupation necessary to producing your income.

After the two years, you are totally disabled only if you are unable to do the important duties of any occupation you are suited to by way of education, training or experience.

### Partial Disability and Rehabilitation

MLC will pay a reduced monthly benefit if you remain continuously unable to fully perform the duties of your own occupation as a direct result of the sickness or injury which caused your total disability, but you do one of the following:

- return to work in your own or another occupation
- begin a vocational rehabilitation programme approved by government or MLC.

The Partial Disability or Rehabilitation benefit must follow total disability of at least 14 days or from the end of your Waiting Period, whichever is later.

For PPP only, where partial disability or rehabilitation is due to one of the following specified conditions, a prior period of total disability is not required to be eligible for those benefits:

- Motor Neurone Disease - unequivocal diagnosis
- Muscular Dystrophy - unequivocal diagnosis
- Multiple Sclerosis - of specified severity
- Parkinson's Disease - of specified severity
- Parkinson-Plus Syndrome - unequivocal diagnosis.

The specified condition must satisfy all of the terms of its definition, be diagnosed by an appropriate specialist and be confirmed by MLC's medical adviser. These specified conditions are defined in 'Critical conditions definitions' on pages 78 - 86.

The maximum period of time MLC will pay Partial Disability or Rehabilitation benefits depends on the Income Protection insurance you choose.

### Partial Disability (Income Protection Plus)

MLC will pay Partial Disability or Rehabilitation benefits up to the end of the benefit period.

### Partial Disability (Income Protection Standard)

MLC will pay Partial Disability or Rehabilitation benefits for up to a maximum of six months. If the benefit paid is less than the full monthly benefit over the six months, MLC will extend the benefit period while your partial disability or rehabilitation continues until the benefit paid equals six times the full monthly benefit.

MLC will pay benefits for total and partial disability and rehabilitation only while a Doctor is regularly treating you. MLC will review the benefit regularly and may require further proof of continued disability.

## Business Expenses

### Total Disability

You are totally disabled if you are continuously unable to do at least one of the important duties of your occupation necessary to producing your income.

# Glossary of common terms

**Accident** Means an event where bodily injury is caused directly and solely by violent, external and visible means, independently of all other causes.

**Activities of Daily Living** Means:

- bathing or showering
- dressing
- moving from place to place, in and out of bed and in and out of a chair
- eating and drinking, or
- using the toilet

**Any Occupation** If you choose this definition, we'll assess your likely ability to ever be able to work again, taking into account not only your occupation, but also any occupation which you're reasonably suited to by way of education, training or experience.

For full details of when a TPD insurance benefit may be payable, please see pages 87 - 88. For insurance inside super there may also be tax and super law implications, depending on your choice of definition. Please see pages 43 - 45.

**(What is a) business expense?** The covered expenses are the reasonable and regular normal operating expenses of the business you own and manage, including:

- rent or mortgage payments
- property levies, rates and taxes
- equipment or vehicle lease costs
- electricity, heating and water costs
- cleaning and laundry costs
- depreciation on office equipment and premises that the business owns
- salaries of employees not generating business income

- costs of accounting services
- fees for memberships of professional associations
- business insurance premiums, and
- net cost of a locum.

**Child** For insurance policy purposes means a person who is:

- age 20 or younger, and
- the natural child, stepchild, adopted child or a child under the legal guardianship of the life insured.

**Complying Super Fund** Means a regulated superannuation fund that qualifies for concessional tax rates. A Complying Superannuation Fund must meet the requirements that are set out under section 40 of the Superannuation Industry (Supervision) Act 1993.

**Connection** means an attached insurance where benefits are modified according to adjustments and benefit payments on another insurance on a different policy.

A Connection is a variation of an Extension, which is an attached insurance as described above on the same policy.

For more information on Extensions and Connections, see page 48.

**Consumer Price Index (CPI)** Means the 'Consumer Price Index: All Groups Index Weighted Average for Eight Capital Cities' published by the Australian Bureau of Statistics or, if that isn't available, any reasonable substitute chosen by us.

**Doctor** Means a person who is registered in Australia as a medical practitioner by the Medical Board of Australia or a medical

practitioner with qualifications equivalent to Australian medical practice or registration standards if practising outside Australia. Medical practitioner does not include:

- you
- your business partner, or
- your immediate family members.

Where reasonable, we require the Doctor to be a Specialist, particularly if the condition is more commonly diagnosed and treated by a Specialist. Note – a chiropractor, psychologist, physiotherapist and/or allied or alternative health provider is not a medical practitioner unless registered as a medical practitioner by the Medical Board of Australia.

**Earnings** Means:

- where the life insured is self-employed (ie directly or indirectly owns part of or all of a business or practice), the income of the business or practice generated by the personal efforts of the life insured after the deduction of their appropriate share of business or practice expenses in generating that income
- where the life insured is an employee (ie does not directly or indirectly own part of or all of a business or practice), the total remuneration paid by the employer to the life insured including salary, commissions, fees, regular bonuses, regular overtime, fringe benefits and regular superannuation contributions paid by the employer on behalf of the life insured, and
- whether the life insured is self-employed or employed, Earnings do not include investment income and are calculated before tax.

# Glossary of common terms

**Eligible MLC Accounts** Premiums can be deducted from the following MLC MasterKey superannuation products:

- MasterKey Super and Pension Fundamentals
- MasterKey Super and Pension
- MasterKey Superannuation (Gold Star / Five Star)

**Exclusion(s)** are specific events you are not covered for.

Standard exclusions apply to everyone who has a certain type of insurance and are described in this PDS.

Specific exclusions are based on your individual circumstances, including hazardous occupations or pastimes and pre-existing medical conditions. Specific exclusions are applied at the time we assess an application for insurance or an alteration for existing insurance. We will tell you before we apply any specific exclusions.

**Extension** means an attached insurance where benefits are modified according to adjustments and benefit payments on another insurance.

An Extension may be on the same or a different policy.

Where an Extension is held on a different policy it is also known as a Connection.

For more information on Extensions and Connections, see page 48.

**Family** Means Spouse, children, parents, brother(s) or sister(s).

**Farmers Package** An Income Protection Plus plan available under PPP, which may be available to farmers when they do not qualify for Income Protection insurance due to difficulty of assessing Earnings.

**Gainfully Employed or Gainful Employment** Means working for Earnings, payment or profit.

**Inflation** The increase in the price of goods and services as measured by the Consumer Price Index (CPI).

The effect of inflation is that something you buy today will cost more in the future

**Indemnity cover** Your monthly benefit may be reduced if your Earnings before disability decrease. Choosing this style of benefit may help lower your premiums.

The benefit payable will be the lesser of the benefit shown on your Schedule and the maximum insurable amount as calculated in the 'Maximum monthly benefit' table under 'How much insurance can you apply for?' on page 64.

**Injury** means bodily injury.

**(What is a) Key Person?** This is an employee or business owner without whose knowledge or expertise the business would suffer material financial loss.

Revenue Protection (Key Person) insurance is used by a business or employer to protect against financial loss that may result from the loss of service of a key person in the event of death, sickness or injury.

**(Who is the) life insured?** This is the person whose circumstances we assess and accept to be insured and is named in the Schedule.

**Loading(s)** are a higher premium that we charge for your insurance based on your individual circumstances, including hazardous occupations or pastimes and pre-existing medical conditions.

Loadings are applied at the time we assess an application for insurance or an alteration for existing insurance. We will tell you before we apply any loadings.

**(What is a) locum?** A locum is a person engaged to work in your business from an external source as a direct replacement for you.

Net cost of a locum means the cost incurred in engaging a locum less the gross sales, earnings or billings generated by the locum.

**Mental Disorder** Means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association (APA) or an equivalent publication approved by us which is current at the start of the period of Total Disability while the life insured is not working.

Such disorders include, but are not limited to, stress (including post traumatic stress), physical symptoms of a psychiatric illness, mental disorders due to a general medical condition, anxiety, depression, psychoneurotic, psychotic personality, emotional or behavioural disorders or disorders related to substance abuse and dependency which includes alcohol, drug or chemical abuse or dependency.



**Mortgage** Means a loan secured by a first mortgage over the life insured's home.

### **Normal Physical Domestic**

**Duties** means the household duties normally performed by a person who remains at home completing full-time unpaid domestic duties. It does not include a person working in a regular occupation including part-time and/or paid voluntary work that provides an income.

Normal Physical Domestic Duties specifically includes:

- cooking and preparing meals – meaning the ability to prepare meals using kitchen appliances
- cleaning the home – meaning the ability to carry out the basic internal household chores using domestic equipment such as a vacuum and mop
- washing clothes – meaning the ability to do the household's laundry
- shopping for groceries – meaning the ability to purchase general household grocery items (excluding online shopping)
- safely driving a car – the physical ability to drive a car, and
- caring for children – meaning the ability to care for and supervise children (where applicable).

You will be considered to be unable to carry out Normal Physical Domestic Duties if you are unable to perform four or more of these duties.

**Own Occupation** (available outside super only) If you choose this definition, we'll assess your likely ability to ever be able to work again, taking into account your own occupation. This means you may be eligible for your TPD insurance benefit if you can't work in your own occupation, even if you may be able to work in another occupation. You'll be charged a higher premium if you choose Own Occupation. Not all occupations are eligible for this definition.

**Paid-to Date** The date premiums are paid up to in whole months in line with the Review Date. The following will apply:

- if you pay your premiums monthly, your insurance cover will end as at the next paid-to date
- if your premiums are deducted from your Eligible MLC Account, MLC will cease deducting premiums on the date the policy is cancelled and your insurance cover will end as at the next paid-to date, as outlined above for premiums paid monthly
- if you pay your premiums half-yearly or yearly, your insurance cover will end on the next monthly paid-to date following receipt of your cancellation request. Any premium paid by you for cover after that paid-to date will be refunded.

### **Permanent Incapacity and Permanently Incapacitated**

Means the life insured's ill-health (whether physical or mental) which makes it unlikely that the life insured will ever engage in Gainful Employment for which the life insured is reasonably qualified by education, training or experience.

### **Terminal Illness**

#### **For insurance outside super**

- Terminal Illness means an illness that, in the opinion of an appropriate specialist physician approved by us:
  - is likely to lead to death within 12 months from the date we are notified in writing by the approved physician.

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with appropriate medical treatment, in the opinion of the appropriate specialist physician approved by us, and where required, a further medical opinion from another appropriate specialist physician approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date we are notified in writing by the specialist physician(s).

#### **For insurance inside super**

- Terminal Illness means an illness that, in the opinion of two Doctors, one of whom is an appropriate specialist in the relevant medical field approved by us:
  - is likely to lead to death within 12 months from the date the Doctors certify the condition (the Certification Period).

We must be notified in writing of the Terminal Illness within the Certification Period.

# Glossary of common terms

If the above criteria is not met, we will also consider Terminal Illness under the following definition:

- Terminal Illness means an illness that, even with the appropriate medical treatment, in the opinion of two Doctors, one of whom is an appropriate Specialist in the relevant medical field approved by us:
  - will cause death, and
  - is highly likely to lead to death within 24 months from the date the Doctors certify the condition (the certification period).

We must be notified in writing of the Terminal Illness within the certification period.

## **(Who is the) policy owner? (PPP)**

This is the person or entity that applies, and is accepted as the person who is entitled to receive benefits under the policy. The policy owner is named in the Schedule and is the only person who may extend, vary, cancel or otherwise exercise any rights under the policy.

The policy owner can be an individual or individuals, a company, partnership or the trustee(s) of a family trust.

Ownership must be the same for all insurances under the one policy.

Income Protection insurance must generally be owned by the life insured.

## **(Who is the) policy owner? (PPP SMSF)**

The Trustee of your SMSF takes out insurance on your behalf and becomes the policy owner. For more information go to page 9.

## **(Who is the) policy owner? (LCS)**

When you take out MLC Life Cover Super, you become a member of the Fund. The Trustee of the Fund takes out insurance on your behalf and becomes the policy owner. You can find more detailed information on the Fund on page 9.

**Qualifying Periods** Some critical conditions are covered only after a period of time known as a 'qualifying period'. This means you aren't covered for those conditions if they first appear, first happen, or are first diagnosed within the qualifying period after your insurance began, was last reinstated or increased.

For surgical procedures this means you're not covered when the underlying condition requiring the surgical intervention first appears, first happens, or is first diagnosed within the qualifying period.

If, because of the qualifying period you are unable to claim an insurance benefit, we'll still cover you for future unrelated critical conditions if they appear, happen, or are diagnosed after the qualifying period has ended.

If your insurance is replacing similar insurance, we'll waive your qualifying period for the amount that would have applied if that policy had continued.

## **Revenue Protection (Key Person)**

**insurance** Is insurance to protect a business or employer against financial loss that results from the loss of service of a key person due to their death, sickness or injury.

**Review Date** is the date shown on your current Schedule on which the review of your benefits and premiums each year take effect. Policy anniversary or annual renewal date has the same meaning as Review Date.

**Retrenchment** When your employer terminates your full-time employment because your position is no longer needed; for the business.

**(What is) sabbatical leave?** This means leave taken for study or travel and study as a normal part of your occupation.

**Schedule** Means the schedule issued to you with the policy for MLC Personal Protection Portfolio and MLC Life Cover Super and updated from time to time. An updated schedule will be issued each year or any time there is a change in the benefits or types of insurance provided under the policy.

The updated schedule will replace the previous schedule from the time that it is issued by us.

## **SIS definition of Temporary**

**Incapacity** Means in relation to a member who has ceased to be gainfully employed (including a member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the member to be gainfully employed), means ill-health (whether physical or mental) that caused the member to cease to be gainfully employed but does not constitute permanent incapacity.

**Specialist** Means a Doctor who is an appropriate specialist in a relevant medical field.

**Special Risk Occupations** Means a hazardous occupation or an occupation which presents special difficulties in assessing MLC's risk (as described in the What types of occupations are insured under Income Protection insurance? section on page 23, as amended and published by MLC at its discretion from time to time).

**Spouse** Means a husband or wife or a partner in an equivalent de facto relationship, including same-sex relationships.

**Termination Date** Is the date when your insurance ends. The termination date may vary for different types of insurance.

**Waiting Period** A Waiting Period means your benefit won't be paid straight after the claimable event happens. Once an event occurs you have to wait a certain period of time before you can make a claim.

Insurance with longer Waiting Periods cost less than insurance with shorter Waiting Periods because they only pay benefits for long term events.

**(What is the) work test?** To satisfy the work test you must be Gainfully Employed on at least a part-time basis, having worked for at least 40 hours during a period of 30 consecutive days in the financial year in which the contribution is made. This requirement may change from time to time.

# Your duty to take reasonable care not to make a misrepresentation

Your policy or the policy you are applying for is a consumer insurance contract and the duty below applies to you

## About this insurance application and your duty

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can cover you, and if so on what terms and at what cost.

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

## The duty to take reasonable care not to make a misrepresentation

**When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.**

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

The duty also applies when extending or making changes to existing insurance, and reinstating insurance.

## If you do not meet your duty

If you do not meet your legal duty, this can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

## Guidance for answering our questions

You are responsible for the information provided to us. When answering our questions, please:

- think carefully about each question before you answer. If you are unsure about any question, we are here to help and you can contact us,
- answer every question,
- answer truthfully, accurately, and completely. If you are unsure about whether you should include information, please include it,
- review your application carefully before it is submitted. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections) before the application is submitted, and
- you must not assume that we will contact your doctor for any medical information. If you are unsure about whether you should include information or not, please include it.

Your duty to take reasonable care not to make a misrepresentation continues until the time your insurance cover starts. The duty applies when you answer questions in your application and whenever we obtain more information from you.

## If you need help

It's important that you understand this information and the questions we ask. Ask us or your adviser for help if you have difficulty understanding the process of buying insurance or answering our questions.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help and can provide additional support for anyone who might need it. If you want, you can have a support person you trust with you.

## What can we do if the duty is not met?

If the person who answers our questions does not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example we may:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover, or
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including:

- whether the person who answered our questions took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances;
- what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms;
- whether the misrepresentation was fraudulent, and
- in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

# Privacy Notification

This privacy notification covers MLC and the Trustee, who are collectively referred to as 'we, us and our' in this section of the PDS. The Trustee is part of the Insignia Financial Group of Companies (Insignia Financial Group). MLC uses the MLC brand under licence from Insignia Financial Group. MLC is part of Nippon Life Insurance Group and is not part of Insignia Financial Group.

The Trustee is governed by the Insignia Financial's privacy policy, which covers entities within Insignia Financial Group. MLC is governed by its own privacy policy. These privacy policies are available as follows:

## MLC

[mlcinsurance.com.au/privacy-policy](https://mlcinsurance.com.au/privacy-policy) or call **13 65 25**. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

## Trustee:

[mlc.com.au/privacy](https://mlc.com.au/privacy) or call **13 26 52**.

We encourage you to review the privacy policies of both entities for further information.

We collect and hold a range of personal information about our customers.

This notification tells you how we collect your personal information, what we use it for and who we share it with. By providing your personal information to us, you consent to the collection, use and disclosure of your personal information in accordance with this Privacy Notification.

## How we collect your personal information

We'll collect your personal information from you directly in many cases. This may include when you complete a form, call us, or use the websites (which may use cookies) on which we make our products and services available. As insurer, MLC may collect information directly from you or from the Trustee when you complete an application for insurance, make a claim or request a change to your insurance cover. Sometimes we collect your personal information from third parties and other sources including:

- medical practitioners or medical facilities;
- our representatives and distributors, insurance brokers, other insurers and reinsurers;
- your relatives, representatives and legal advisers;
- your employer;
- related bodies corporate of both Trustee and MLC;
- service providers such as information brokers, investigators, lawyers, financial advisers, doctors and other medical and occupational experts;

- credit reporting agencies or information providers;
- social media platforms (e.g. if you log in for our services using your social media profile);
- devices (including wearable devices) in relation to which you agree to provide personal information to us; and
- external dispute resolution bodies, and public sources, including statutory or government organisations, and public registers.

## When the law authorises or requires us to collect information

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

## Sensitive information

Sometimes we need to collect and hold sensitive information about you, for example when you are applying for an insurance product. This will generally include information about your health, activities that may impact your health, your health history, fitness and physical activities. We may also give you the ability to provide your voiceprint to identify yourself to our call centres.

“Sensitive information” is information about a person’s health (this can include genetic or biometric information), racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association or trade union, sexual preferences or practices, criminal record, health information, genetic or biometric information.

We only collect, hold or use sensitive information with your specific consent or in other limited situations which the law allows. We will not disclose your sensitive information to anyone, other than in these circumstances.

### How we use your personal information

We use your personal information to:

- provide you with the products and services you’ve asked for or under which you may receive cover or benefits;
- consider whether you are eligible for a product or service, including identifying or verifying you or your authority to act on behalf of another person;
- process and underwrite your application (including deciding whether or not to provide cover), determine your eligibility under insurance policies and provide you with products and services;
- administer products and services which includes answering your requests and complaints, managing claims and making payments, varying products and services, conducting market research, and managing our relevant product portfolios;
- develop and improve our products and services;

- assist us in running our business including performing administrative and operational tasks (such as training and managing staff, risk management, planning, research and statistical analysis, and systems development and testing);
- prevent or investigate any fraud or crime, or any suspected fraud or crime;
- telling you about other products or services that may be of interest to you, or running competitions and other promotions (this can be via email, telephone, SMS, iM, mail, or any other electronic means including via social networking forums), unless you tell us not to;
- identifying opportunities to improve our service to you and improving our service to you;
- determining whether a beneficiary will be paid a benefit; and
- assist in arrangements with other organisations (such as loyalty program partners) in relation to a product or service we make available to you.

We may also collect, hold, use and disclose your personal information:

- as required by legislation or codes that are binding on us;
- for any purpose for which you have given your consent; and
- to combine the information that we hold about you with information about you collected from or held by external sources to enable the development of consumer insights about you so that we can better serve you. We may also use external parties to undertake the process of creating these insights.

### What happens if you don't provide your personal information to us?

If you don't provide your personal information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service, for example assess a claim or pay a benefit under a policy or product;
- personalise your experience with us;
- verify your identity or protect against fraud; or
- let you know about other products or services that may better meet your needs.

### Disclosing your personal information

We may disclose your personal information with other organisations for any purposes for which we use your information. This includes disclosing your personal information to other third parties including:

- MLC’s parent company, Nippon Life Insurance Company and its related bodies corporate;
- the Trustee’s related bodies corporate (Insignia Financial Group of Companies);
- those involved in providing, managing or administering any aspect of your product or service or any product under which you receive or may receive benefits;
- service providers such as information brokers, investigators, lawyers, financial advisers, doctors and other medical and occupational experts;

# Privacy Notification

- authorised representatives of MLC or other parties who sell our products or services;
- super and managed funds organisations, and their advisers and service providers;
- to entities (and their representatives or service providers) involved in issuing, maintaining and providing administration support relating to your insurance product held within super;
- medical professionals, medical facilities or health authorities who verify any health information you may provide;
- reinsurers, claim assessors and investigators;
- brokers or referrers who refer your application or business to us;
- organisations we sponsor and loyalty program partners, including organisations we have an arrangement with to jointly offer products or have an alliance with to share information for marketing purposes;
- police and other enforcement bodies and government agencies where we are required or authorised by law to help detect and prevent illegal activities;
- other government or regulatory bodies (including the Australian Securities and Investment Commission and the Australian Tax Office) as requested or as required or authorised by law (in some instances these bodies may share it with relevant foreign authorities);
- media or social networking sites that provide us with opportunities to place messages in front of you;
- service providers that maintain, review and develop our business systems, procedures and technology infrastructure, including testing or upgrading our computer systems;
- joint venture partners that conduct business with us;
- organisations that assist with our product planning, analytics, research and development;
- mailing houses and telemarketing agencies and media organisations who assist us to communicate with you;
- other organisations involved in our normal business practices, including our agents and contractors, as well as our accountants, auditors or lawyers and other external advisers; and
- credit reporting bodies or other approved third parties who are authorised to assess the validity of identification information;
- fraud reporting agencies (including organisations that assist with fraud investigations and organisations established to identify, investigate and/or prevent any fraud, suspected fraud, crime, suspected crime, or misconduct of a serious nature);
- organisations we sponsor and loyalty program partners, including organisations the NAB Group has an arrangement with to jointly offer products or has an alliance with to share information for marketing purposes;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- organisations involved in a corporate reorganisation or transfer of NAB Group assets or business;

- organisations that assist with NAB's product planning, analytics, research and development; and
- where you've given your consent or at your request, including to your representatives, or advisers.

## Disclosing your personal information outside of Australia

Depending on the product or service we provide to you, we may disclose your personal information to organisations outside Australia, in countries such as France, India, Japan, New Zealand, the Philippines, Singapore, South Korea, Switzerland, UK and USA. It is generally unlikely that the Insignia Financial Group will disclose your personal information overseas, however, any overseas disclosure does not affect the commitment to safeguarding your personal information and reasonable steps will be taken to ensure any overseas recipient complies with Australian privacy laws.

We may store your information in cloud or various other types of remote, networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practical to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

## Our Privacy Policy

For more information about how we collect and use your personal information, including information about how you can access or correct your information or make a complaint, please refer to our Privacy Policy at [mlcinsurance.com.au/privacy-policy](https://mlcinsurance.com.au/privacy-policy)



# Interim Accident Insurance Certificate

**This information is provided by MLC Limited ABN 90 000 000 402 AFSL 230694 (MLC), the issuer of this Interim Accident Insurance.**

We are pleased to provide this Interim Accident Insurance, at no extra cost, while your application for MLC Personal Protection Portfolio and/or MLC Life Cover Super, whether for a new policy or an addition to an existing policy, is being considered. This insurance is provided separately to MLC Life Cover Super and is not part of the Fund. The Trustee has no liability or obligation to you for this Interim Accident Insurance.

The terms and conditions of this Interim Accident Insurance Certificate are set out below.

This Interim Accident Insurance does not apply to applications for transfer of insurances between MLC Personal Protection Portfolio and MLC Life Cover Super.

## When will we pay?

You'll receive the benefits of the Interim Accident Insurance if the life insured dies, is Totally and Permanently Disabled, suffers a critical condition, or becomes Totally Disabled, as a result of a bodily injury caused by Accidental means, which occurs while the life insured is covered by this insurance. Details are as follows:

## Life Cover and Total and Permanent Disability insurance

If you applied for any of these insurances for a life insured, and that life insured dies within 12 months, or is Totally and Permanently Disabled, as a result of a bodily injury which is caused by Accidental means during the term of this insurance, you'll receive the lowest of:

- \$1,000,000
- the benefit you applied for, or
- the benefit we would allow under our normal assessment guidelines.

## Critical Illness insurance

(Applicable outside super only. After 30 June 2014 not available for policies owned by an SMSF)

If you applied for Critical Illness insurance for a life insured, and that life insured suffers one of the following critical conditions, as a result of bodily injury which is caused by Accidental means during the term of this insurance:

- Blindness – of specified severity<sup>1</sup>
- Coma - with specified criteria<sup>1</sup>
- Loss of Independence – of specified severity
- Major Brain Injury – of specified severity<sup>1</sup>
- Major Burns – of specified severity<sup>1</sup> or
- Paralysis – permanent and of specified severity<sup>1</sup>.

You'll receive the lowest of:

- \$600,000
- the Critical Illness benefit you applied for on the life insured, or
- the Critical Illness benefit we would allow for that life insured under our normal assessment guidelines.

The definitions of each critical condition that will apply are the definitions for those conditions set out in the current MLC Personal Protection Portfolio policy document, and as outlined in the Product Disclosure Statement (PDS).

Interim cover will only be provided for those conditions that are covered under the terms of the insurance for which you've applied.

<sup>1</sup> These conditions are not covered if you have applied for Critical Illness Standard.

## Income Protection insurance

If you've applied for Income Protection insurance for a life insured, and that life insured is totally disabled as a result of a bodily injury which is caused by Accidental means during the term of this insurance, you'll receive the lowest of:

- \$10,000 a month
- the benefit you applied for, or
- the Income Protection benefit we would allow under our normal assessment guidelines.

You'll receive this benefit each month that the life insured is continuously totally disabled after the end of the Waiting Period you applied for, up to a maximum of 12 months. If the life insured is disabled for part of a month the benefit will be reduced proportionately.

## Conditions

Other than as varied by these terms, the following (as set out in this PDS and the policy document), shall apply to this Interim Accident Insurance:

- the Any Occupation definition of Totally and Permanently Disabled
- the definition of totally disabled under Income Protection Plus insurance, or
- the standard conditions, Waiting Periods, limitations and exclusions, subject to any options you applied for in your application for MLC Personal Protection Portfolio and/or MLC Life Cover Super.

In applying the definitions to your Interim Accident Insurance, in respect of an application for MLC Life Cover Super, a reference to the Trustee as set out in the policy document issued by us for MLC Life Cover Super should be read as a reference to you.

# Interim Accident Insurance Certificate

## When does Interim Accident Insurance start?

Unless we nominate an earlier date, Interim Accident Insurance starts when we or the Trustee receive an application for MLC Personal Protection Portfolio or MLC Life Cover Super at any of its offices together with one of the following:

- one full instalment of the premium
- a fully completed Direct Debit Request Schedule or Credit Card Deduction Authority or Direct Payment, or
- an eligible MLC account Deduction Authority (in respect to MLC Life Cover Super).

If the application is submitted electronically, Interim Accident Insurance will start upon submission.

If your application isn't accepted, any premium received by us will be refunded, less any Government charges or taxes, to you or to the Trustee for MLC Life Cover Super members.

Your Interim Accident Insurance is void if the premium payment for either MLC Personal Protection Portfolio and/or MLC Life Cover Super is dishonoured.

## Your duty to take reasonable care not to make a misrepresentation

Interim Accident Insurance will only be available if you and the lives insured nominated in the application for MLC Personal Protection Portfolio and/or MLC Life Cover Super have completed the application accurately and honestly, to the best of your knowledge, complying with your duty to take reasonable care not to make a misrepresentation as set out in your application.

## We pay one benefit

We won't pay more than one benefit under this Interim Accident Insurance for any one Accident to any life insured.

## Benefit limits

If you're applying to replace an existing policy, the amount of any benefit will be limited to the amount (if any) by which the sum proposed to be insured under the MLC Personal Protection Portfolio and/or MLC Life Cover Super application exceeds the sum insured under the policy to be replaced.

## When won't we pay?

In addition to our standard exclusions (as set out in the current MLC Personal Protection Portfolio and/or MLC Life Cover Super policy document and outlined in this PDS), we won't pay under this insurance for death or disability arising from or contributed to by:

- any condition that you or the life insured knew about before applying for MLC Personal Protection Portfolio and/or MLC Life Cover Super
- the life insured engaging in any occupation, sport or pastime that we wouldn't cover under our normal assessment guidelines.

Furthermore, we won't pay if:

- the cover applied for would have been declined under our current assessment guidelines, or
- you lodge a claim for an event or condition that would have been excluded under the underwriting process.

## When does Interim Accident Insurance end?

We will cancel your Interim Accident Insurance by notice in writing on the earliest of the following:

- 90 days after the start of this Interim Accident Insurance unless before then we tell you a different date
- the date we issue a Schedule following our acceptance of your application for MLC Personal Protection Portfolio and/or MLC Life Cover Super (or in the case of additional insurance, when we issue a revised Schedule to you)
- when we advise you that your application hasn't been accepted
- when we advise you that your Interim Accident Insurance has ended, or
- when you withdraw your application.

## Your application for MLC Personal Protection Portfolio and/or MLC Life Cover Super

If you claim under your Interim Accident Insurance for any life insured, we'll take this into account in considering your application for MLC Personal Protection Portfolio and/or MLC Life Cover Super on that life insured. We may decide not to accept your application on this basis.

We may accept or reject your application as we see fit. No insurance will take effect (apart from this Interim Accident Insurance) before we accept your application and issue a policy to you (or in the case of additional insurance, when we issue a revised Schedule to you).

**No financial adviser or other person is authorised to change these conditions, whether in writing or otherwise. No changes will be binding upon MLC.**





LIFE INSURANCE

## Contact us

For more information call anywhere in Australia on **13 65 25**, international callers on **+612 9121 6500** or contact your financial adviser. For hearing impaired customers, please call **1300 555 727** or customers requiring interpreting or translation services can call **131 450**.

### Postal address

MLC Limited  
PO Box 23455  
Docklands VIC 3008

You can find further details on our website  
[mlcinsurance.com.au](http://mlcinsurance.com.au)

# Update for MLC Super Fund — Retail Insurance in Super: For Life Cover Super and Protectionfirst Super Product Disclosure Statement

Preparation date: 8 February 2025

## MLC Life Cover Super

This is an update to the Super Product Disclosure Statement (PDS) for Life Cover Super and Protectionfirst Super, preparation date 3 July 2023 and issued by NULIS Nominees (Australia) Limited.

### Update – another way to pay for your insurance

You can now pay for your MLC Life Cover Super insurance policy by rollover from your account with an eligible, and complying, external super fund.

This updates information on page 9 of the Super PDS about ways to pay for your MLC Life Cover Super insurance.

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#### For more information

For more information or if you want a paper copy of this update, you can call us from anywhere in Australia on **13 65 25**, internationally on **+61 2 9121 6500** or you can contact your financial adviser.

For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

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#### Trustee

NULIS Nominees (Australia) Limited  
ABN 80 008 515 633 AFSL 236465

#### Fund

MLC Super Fund  
ABN 70 732 426 024

#### Insurer

MLC Limited  
ABN 90 000 000 402  
AFSL 230694

PO Box 23455  
Docklands VIC 3008

Tel 13 65 25  
[mlcinsurance.com.au](https://www.mlcinsurance.com.au)

The Trustee is part of the Insignia Financial Group. MLC Limited uses the MLC brand under licence from Insignia Financial Group. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group.



LIFE INSURANCE

# MLC Super Fund – Retail Insurance in Super: For Life Cover Super and Protectionfirst Super Product Disclosure Statement

This Product Disclosure Statement (PDS) is for the exclusive use of current holders of insurance in MLC Life Cover Super and MLC Personal Protection Portfolio, and insurance within the MLC Protectionfirst range.

**Preparation date**  
3 July 2023

**Issuer**  
NULIS Nominees (Australia) Limited  
ABN 80 008 515 633  
AFSL 236465

In its capacity as Trustee for  
the MLC Super Fund (the Fund)  
ABN 70 732 426 024

**Insurer**  
MLC Limited  
ABN 90 000 000 402  
AFSL 230694





**Protection for you  
and your family**

## Important Information

This document has been prepared on behalf of NULIS Nominees (Australia) Limited, ABN 80 008 515 633, AFSL 236465 (NULIS) as Trustee of the MLC Super Fund, ABN 70 732 426 024 (the Fund). NULIS is part of the Insignia Financial Group.

References to 'we', 'us' or 'our' are references to the Trustee, unless otherwise stated.

The insurance referred to in this Product Disclosure Statement (PDS) is issued by MLC Limited, ABN 90 000 000 402, AFSL 230694 (Insurer). MLC Limited uses the MLC brand under licence from the Insignia Financial Group. MLC Limited is part of the Nippon Life Insurance Group and is not a part of the Insignia Financial Group.

This PDS is for the exclusive use of:

- for Life Cover Super – current holders of Life Cover Super and Personal Protection Portfolio insurance policies
- for Protectionfirst Super – current holders of insurance policies within the Protectionfirst range.

The information in this PDS may change from time to time. Any changes or updates that aren't materially adverse will be available at [mlcinsurance.com.au](http://mlcinsurance.com.au). You also can obtain a paper copy of these updates at no additional cost by contacting us. An online copy of this PDS is available at [mlcinsurance.com.au/pds](http://mlcinsurance.com.au/pds)

This PDS is a summary of significant information about membership in the MLC Super Fund, and the Life Cover Super or Protectionfirst Super insurance available through your membership of the Fund. We're the issuer of the super interest referred to in this PDS. You should consider all this information before making a decision about the product.

Before you direct us to acquire, or otherwise make a decision about, the insurance offered through either of those products, please read:

- the PDS for this super interest, and
- the current relevant Insurance PDS issued by the Insurer.

The full legal terms and conditions for the insurance cover provided by the Insurer are contained in the respective Policy Documents issued by the Insurer, copies of which will be provided to you.

The Insurer does not issue, underwrite or guarantee the super interest(s) described in this PDS.

The information in this PDS is general in nature and doesn't take into account your objectives, financial situation or individual needs. Before acting on any of this information you should consider whether it is appropriate for you. You should consider obtaining financial advice before making any decisions based on this information.

This offer is made in Australia in accordance with Australian laws.

In some cases, information in this PDS has been provided to us by third parties. While it is believed the information is accurate and reliable, the accuracy of that information is not guaranteed in any way.

We aren't a registered tax agent. If you wish to rely on the general tax information contained in this PDS to determine your personal tax obligations, we recommend you seek professional advice from a registered tax agent.

For more information, please contact us or speak with your financial adviser.



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You may want to have insurance as part of your super arrangements.

This PDS sets out how you can instruct us to take out insurance cover on your behalf through the Fund.

Importantly, there is no investment and no investment earnings in relation to the super interest as described in this PDS. Your interest in the Fund will be membership of the Fund and the insurance cover you instruct us to take out for you.

For a copy of the relevant Insurance PDS that sets out the terms and conditions of the insurance cover provided through Life Cover Super or Protectionfirst Super, please go to [mlcinsurance.com.au/pds](https://mlcinsurance.com.au/pds)

# The Fund and your Trustee

The Fund is the MLC Super Fund.

It is a resident regulated super fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* and is not subject to a direction under section 63 of that Act.

The Trustee is NULIS Nominees (Australia) Limited.

The Trustee is responsible for the operation of the Fund, including management and administration.

The full legal terms which govern your membership of the Fund are contained in the Fund Trust Deed. The full legal terms which govern the insurance cover provided through Life Cover Super or Protectionfirst Super are contained in the Policy Document.

# How insurance in super works

When you apply for insurance in super you become a member of the Fund, and the insurance cover is purchased through the Fund.

You'll be the person covered by the insurance however the insurance is issued to us, and we'll hold it on your behalf.

The money you pay into the Fund for the insurance will generally be treated as super contributions<sup>1</sup>.

We'll then use those contributions to pay insurance premiums.

Holding insurance through the Fund will affect what happens when you make a claim, the benefit payments, and the tax treatment and cost of the insurance premiums.

Rollovers from another fund and internal transfers from another account in the Fund are not contributions but can be used to pay insurance premiums.

You should discuss whether this structure is appropriate for you with your financial adviser and registered tax agent.

## What documents will be issued to us and to you?

Certain documents are referenced in this PDS. Below is a summary to help you understand what they are, and who issues them:

Document	What is it?	Issued by us as the Trustee	Issued by the Insurer
<b>Super PDS</b>	This PDS, which sets out information you need to know about membership of the MLC Super Fund.	Yes	
<b>Trust Deed</b>	The document which outlines the full legal terms which govern your membership of the Fund.	Yes	
<b>Annual Statement</b>	A document which summarises all transaction details for the financial year, as well as provides information about any material changes.	Yes	
<b>Insurance PDS</b>	The PDS which sets out the information you need to know about the insurance.		Yes
<b>Insurance Contract</b>	The insurance which is issued to the Trustee. It comprises of the Policy Document and the Policy Schedule.		Yes
<b>Policy Document</b>	The document which outlines the full legal terms of the insurance. A copy will be provided to you.		Yes
<b>Policy Schedule</b>	The document which outlines the types of insurance, the amount of the insurance and premium that applies for that year. A copy will be provided to you.		Yes

You can request a free copy of the PDSs, change communications, Policy Documents, or the Fund Trust Deed referred to in this PDS by contacting us on **13 65 25**. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

<sup>1</sup> Either as concessional (pre-tax) or non-concessional (after tax) contributions.

## Insurance you can apply for

You can personally choose the insurance cover to be held through the Fund.

The types of insurance available through the Fund may include:

- Death cover
- Total and Permanent Disability (TPD) cover, and
- Income Protection cover.

For more information about the insurances available through the Fund, and the terms and conditions of the insurance, you'll also need to read the relevant Insurance PDS.

You must be provided with the relevant Insurance PDS before you can apply for insurance through the Fund.

All references in this PDS to 'Insurance PDS' mean either the Product Disclosure Statement for Life Cover Super and Personal Protection Portfolio or the

Product Disclosure Statement for the Protectionfirst range, each issued by MLC Limited, the Insurer, as applicable.

The Insurance PDS contains information about insurance both inside and outside of super, and transactions you can undertake including increasing existing benefits, altering or taking out new benefits or other insurance options. It also contains information about:

- your duty to take reasonable care not to make a misrepresentation. A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth. The duty also applies when extending or making changes to existing insurance, and reinstating insurance.
- maximum insured amounts and applicable payment limits

- terms and conditions including important definitions that must be met before benefits are payable, and
- exclusions and restrictions that may apply.

For TPD and Income Protection cover, the insurance excludes cover for claims caused or contributed to by sickness or injury that first appeared, happened or was diagnosed before this insurance started unless it was disclosed to, and accepted by, the Insurer as a part of the application process.

For a copy of the relevant Insurance PDS or for further information about an insurance product, speak to your adviser. You can also contact us on **13 65 25** or go to [mlcinsurance.com.au/pds](https://mlcinsurance.com.au/pds) to obtain a copy of the relevant Insurance PDS. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

The relevant Insurance PDS is set out in the table below:

Insurance PDS	Who can take out these products?
<b>Personal Protection Portfolio and Life Cover Super</b>	In this Insurance PDS, Life Cover Super is the relevant insurance product for MLC Super Fund members. Life Cover Super is only available if you already have existing insurance under Personal Protection Portfolio (which is only offered by the Insurer outside of super) or are already insured under Life Cover Super, and want to make changes.
<b>Protectionfirst range</b>	In this Insurance PDS, Protectionfirst Super insurance is the relevant insurance product for MLC Super Fund members. Protectionfirst Super is only available if you already have existing Protectionfirst insurance (issued by the Insurer outside of super) or are already insured under Protectionfirst Super, and want to make changes.

## How to apply

To apply for insurance in super you will need to complete the insurance application form, answering all the medical and personal history questions.

We will use your completed insurance application form to apply for insurance on your behalf.

The Insurer will then consider your application.

Information about how the Insurer assesses your application, including any special terms the Insurer may apply, is set out in the relevant Insurance PDS.

# How insurance in super works

## The insurance

Insurance cover starts when your application is accepted and the Insurance Contract is issued.

The Insurance Contract is made up of the Policy Document and Policy Schedule. You'll receive a copy of the Policy Document. You'll also receive a new Policy Schedule each year, close to the anniversary of the insurance.

We're the owner of the Insurance Contract but you will be given a copy.

The Policy Schedule will confirm the type of insurance being held in the Fund, the amount of the insurance and also inform you about the premium that applies for that year.

## What you need to know about the risks in relation to the insurance

There is a risk that the insurance won't meet your needs. Your adviser can thoroughly assess your circumstances and help you choose a type and amount of insurance to suit your needs.

They can help you consider your future needs now as you may not qualify for some insurances if your circumstances change. If you're replacing your insurance, you should compare the differences between the existing and replacement policies. Please also consider exclusion periods which may apply from the start of the replacement insurance. Benefits may be limited or not paid if you suffer a claimable event in an exclusion period.

This way, you can help ensure the replacement insurance is suitable for you. If you are replacing insurances, do not cancel that insurance before the new insurances are in place (after the insurance is issued).

There are some other risks you need to consider. For example, using super money to pay insurance premiums may reduce your retirement saving balance.

Also, laws governing insurance in super may change from time to time and may impact the suitability of you holding insurance in super.

# Paying for insurance, costs and fees

## Insurance costs

The cost of the insurance cover is known as the premium.

Stamp duty and other government charges may also be payable in respect of the insurance.

The Insurer will provide you or your adviser with a quote which sets out the expected cost of the insurance.

There are a number of ways to pay for insurance, including directly (by making contributions into the Fund to cover the cost of the premiums), by internal transfer from another MLC Super Fund account, or for Protectionfirst Super, by rollover from an external super fund.

To understand all of the fees and costs that might be payable for the insurance cover (including how these are calculated), please refer to the sections below in this PDS and the relevant Insurance PDS.

**Payments into the Fund, excluding internal transfers or rollovers, to cover the cost of insurance premiums are generally considered to be super contributions.**

Contributions can be made by you, your employer or your spouse, subject to your age.

There are caps on the amount you can contribute to super. If you exceed these caps you may pay additional tax.

These contribution caps apply across all contributions you make into super or those made on your behalf, including employer super contributions and other personal contributions you make across all super accounts that you have, even where those accounts are with different super providers.

For more information about taxation implications of insurance arrangements in super refer to page 18.

To find out who can contribute, go to [apra.gov.au](http://apra.gov.au) or [ato.gov.au](http://ato.gov.au). You can also speak to your financial adviser.

## How is the first premium treated?

Any premium paid may be placed in a trust account while the application is being considered until the application is accepted or declined (in which case the premium is refunded). Any interest earned on monies in the trust account will be retained.

## Trustee fees

As at the date of preparation of this PDS, we do not charge a fee for your membership of the Fund for this super interest or for setting up insurance through the Fund. If this changes, we'll let you know at least three months before introducing the fee.

As the Trustee of the Fund, NULIS receives payments from the Insurer in connection with our role and the management of super interests associated with this product. These payments are not an additional cost to you and may vary from time to time. They are fixed by agreement between NULIS and the Insurer, having regard to the costs we incur in managing this product – not by the number of insured members or the value of premiums paid to the Insurer, and may be paid by the Insurer out of the premiums they receive.

## Family Law Charges

The *Family Law Act* helps super, life insurance and other investments to be divided between parties should there be a marriage or de facto relationship breakdown.

We may be obliged to provide information to other parties and manage the insurance in line with court orders.

We may charge a fee for any costs we incur.

# Claiming on the insurance

We will make a claim on your behalf to the Insurer by submitting your completed claim forms to the Insurer. Please refer to your Insurance PDS for how to make a claim.

You'll need to satisfy the insurance terms for the insurance benefit to be paid.

The insurance terms are described in the relevant Insurance PDS and will also be set out in the Policy Document.

Any insurance benefits paid in respect of insurance held through Life Cover Super or Protection<sup>first</sup> Super is part of your super and will be paid to us as the Trustee of the Fund.

We'll then release the benefits to you providing you meet a condition of release set by law.

The condition of release that may be relevant for each type of insurance is shown in the table below:

Type of insurance	Related conditions of release
<b>Accidental Death Benefit and Life Cover</b>	Death
<b>Accidental Injury Benefit and TPD</b>	<b>Permanent Incapacity</b> – this means the Trustee is satisfied that your ill-health (whether physical or mental) makes it unlikely that you will engage in gainful employment for which you are reasonably qualified by education, training or experience.
<b>Income Protection</b>	<b>Temporary Incapacity</b> – this means ill health (whether physical or mental) that caused you to cease to be gainfully employed but does not constitute permanent incapacity. This applies where you've ceased to be gainfully employed (including where you have ceased temporarily to receive any gain or reward under a continuing arrangement for you to be gainfully employed). A benefit can't be paid for longer than the period of Temporary Incapacity.
<b>Terminal Illness</b>	<b>Terminal Medical Condition</b> – a terminal medical condition exists in relation to you at a particular time if the following circumstances exist: <ul style="list-style-type: none"> <li>• two registered medical practitioners have certified, jointly or separately, that you are suffering from an illness, or have incurred an injury, that is likely to result in death within a period (the certification period) that ends not more than 24 months after the date of the certification</li> <li>• at least one of the registered medical practitioners is a specialist practicing in an area related to the illness or injury suffered by the person, and</li> <li>• for each of the certificates, the certification period has not ended.</li> </ul>

Irrespective of the conditions of release described above, the applicable insurance definition in the Policy Document must be met for an insurance benefit to be payable.

For new insurance benefits inside super that commenced after 30 June 2014, super trustees are required to provide insurance benefits that are consistent with the conditions of release.

Therefore, any new insurance that you apply for through the Fund after that date will be consistent with a relevant condition of release.

This means that all valid claims for such insurance benefits will meet the relevant condition of release, and we will be able to release to you the benefit we receive from the Insurer.

Most benefits can be paid to you or your beneficiary following a valid claim. However in rare cases you may not meet a condition of release, and we therefore can't release the benefit to you.

In such a case, the benefit must be held in a super fund as "preserved benefits", until you do meet a condition of release. We'll seek instructions from you about where you would like the benefit to be held.

The law is strict about how and when you can access preserved benefits.

You can generally access preserved benefits when you reach age 65.

Before then you can generally access preserved benefits if you fully retire after you reach your preservation age (between ages 55 and 60, depending on your date of birth) or if you satisfy another condition of release.

For more information about the conditions of release, go to **[apra.gov.au](http://apra.gov.au)** or **[ato.gov.au](http://ato.gov.au)**



# Death benefits and nominating a Beneficiary

We'll generally pay any insurance death benefit we have received to your eligible beneficiaries (typically your dependants) or your estate in accordance with super laws.

For Protectionfirst Super, death benefits may, at our discretion and with the consent of the beneficiary, be payable as a pension.

## Nominating a Beneficiary

You're able to nominate how insurance benefits are to be distributed on your death, as described below:

Beneficiary Nomination Option	What this means
<b>For Life Cover Super only</b>	
<b>Non-lapsing binding death benefit nomination</b>	<p>You may specify dependants and/or your estate as beneficiaries and nominate the appropriate proportion of the insurance benefits payable to each.</p> <p>If your nomination is valid and has been accepted by us, we must pay the insurance benefit to those you nominated in your latest nomination, in the proportions you requested. This type of beneficiary nomination doesn't expire.</p>
<b>OR</b>	
<b>MLC Super Estate Optimiser</b>	<p>If your nomination is valid and has been accepted by us, we must pay the insurance benefit as a lump sum or an account-based pension according to the rules set out for the nominated category. In that sense, your selection is binding on us. See page 15 for more information about Super Estate Optimiser.</p>
<b>OR</b>	
<b>Non-binding death benefit nomination</b>	<p>Under this option, we'll determine who receives the insurance benefit, taking into account your nominated beneficiaries and other factors.</p> <p>Your nomination will guide us as to your wishes, but it will not be binding. We have absolute discretion to determine who will receive the insurance death benefits.</p>
<b>For Protectionfirst range (in Super) only</b>	
<b>Binding death benefit nomination</b>	<p>You may specify dependants and/or your estate as beneficiaries and nominate the appropriate proportion of the insurance benefits payable to each.</p> <p>If your nomination is valid, we must pay the insurance benefit to those you nominated in your latest nomination, in the proportions you requested. Your nomination will be valid for three years, after which it will expire.</p>
<b>OR</b>	
<b>Non-binding death benefit nomination</b>	<p>Under this option, we'll determine who receives the insurance benefit, taking into account your nominated beneficiaries and other factors.</p> <p>Your nomination will guide us as to your wishes, but it will not be binding. We have absolute discretion to determine who will receive the insurance death benefits.</p>

You will need to complete the nomination of beneficiary section of the relevant application form if you wish to make a nomination. For a binding death benefit nomination to be binding on us, the nomination must be valid. A court order may override a binding beneficiary nomination.

If you haven't made an insurance death benefit nomination, we'll have absolute discretion over who receives the benefit in the event of your death.

You can change the insurance death benefit nomination or replace it with a different type of death benefit nomination by completing the **Beneficiary nomination form** available from [mlcinsurance.com.au/beneficiaryform](https://mlcinsurance.com.au/beneficiaryform). You can cancel a nomination at any time by writing to us.

### Who can you nominate?

When you make a death benefit nomination (other than a nomination under the Super Estate Optimiser facility), you can only nominate:

- your spouse (including a de facto spouse or same-sex partner)
- children (including adopted children, step-children, a child of your spouse or someone who is your child within the meaning of the *Family Law Act 1975*)
- individuals who are financially dependent on you at the time of your death
- your legal personal representative (either the executor under your Will or a person(s) granted letters of administration for your estate if you die without having left a valid Will), or
- someone in an 'Interdependency Relationship' (see definition in the next column) with you.

If you don't have any such beneficiaries at the time of your death, then we may pay the benefit to another person. When nominating beneficiaries you should take these restrictions into account.

**Note:** Different rules apply in respect of who you can nominate under the Super Estate Optimiser facility – see below for details.

A dependant for super purposes is your spouse (including de facto and same sex partner), any of your children and any other dependant, being a person with whom you had an interdependency relationship or who was financially dependent on you.

An interdependency relationship exists if two persons (whether or not related by family) have a close personal relationship, live together, one or each of them provides the other with financial support, and one or each of them provides the other with domestic support and personal care.

Two persons will still have an interdependency relationship if they have a close personal relationship but they don't satisfy the other requirements set out above if the reason they don't satisfy the other requirements is that:

- they are temporarily living apart, or
- if either of or both of the two persons suffer from a disability that prevents them from satisfying the other requirements.

It is important that you review your nomination regularly and keep your beneficiary nomination up to date with changes in your personal circumstances.

If you make a non-lapsing binding death benefit nomination your nomination will not automatically become invalid in the event of marriage, divorce or any other life-changing event. In these circumstances, your last valid nomination may no longer reflect your intentions and, unless you update it, we'll still pay the person named in the nomination so long as they are still an eligible beneficiary.

We'll confirm the details of your nomination each year via your annual statement. You can cancel or change your nomination at any time by completing the relevant form available from [mlcinsurance.com.au/beneficiaryform](https://mlcinsurance.com.au/beneficiaryform) or by calling us on **13 65 25**. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

You should speak to your financial adviser, estate planner or legal representative and registered tax agent to determine which type of nomination will best suit your circumstances and how the complex tax rules about death benefits and beneficiaries may affect you.

# Non-lapsing binding death benefit nominations

(Life Cover Super only)

## How do you make a valid non-lapsing binding death benefit nomination?

In order to make a valid non-lapsing binding death benefit nomination, it must:

- be in writing, stating the full name and, unless the nomination is to your legal personal representative, the date of birth of eligible beneficiaries and their relationship to you
- be signed and dated by you in the presence of two adult witnesses who are not nominated beneficiaries
- contain a signed and dated declaration from the witnesses that your beneficiary nomination was made in their presence, and
- for multiple beneficiaries, specify the proportions of the benefit to go to each beneficiary (the total must add up to no more than 100%).

We must confirm our acceptance of your nomination.

Your non-lapsing binding death benefit nomination can become invalid for any beneficiary who is not an eligible beneficiary at the time of your death. In this case we'll have discretion over who receives the benefit amount allocated to that beneficiary.

You can contact us for our nomination forms.

## Can your non-lapsing binding death benefit nomination become invalid?

Yes. Your non-lapsing binding death benefit nomination can become invalid for any beneficiary who is not an eligible beneficiary at the time of your death. In this case we'll have discretion over who receives the benefit amount allocated to that beneficiary.

# MLC Super Estate Optimiser

## (Life Cover Super only)

MLC Super Estate Optimiser can provide you with greater certainty as to how the death benefit will be paid (as a lump sum or an account-based pension).

With this facility you don't nominate specific individuals to receive insurance death benefits.

Instead, you select the class of beneficiaries (ie your Spouse, dependent children or estate), and the benefit will be paid in equal portions to all beneficiaries that meet the criteria for the nominated category.

Once selected and if accepted by us, we must pay the death benefit according to your category selection.

In that sense, your selection is binding on us. If your personal circumstances change you should update your category selection.

### What are the key advantages of MLC Super Estate Optimiser?

The advantages are that:

- you exercise greater control of your estate planning (note that ex-spouses are excluded, but your Dependent and Minor Children are included)
- certainty is provided about who will receive the benefits (assuming you update your selection if your circumstances change)
- future beneficiaries are automatically included if they meet the category definition at the date of your death (for example, future children for child-related categories)

- your nomination does not expire and is effective until you change or cancel your selection, and
- the need to set up a Testamentary Trust may be reduced, potentially saving legal and associated fees.

You will find this facility particularly useful if you want peace of mind that the death benefit will be paid to the groups of beneficiaries selected by you and in the manner specified by you (lump sum or pension).

### How does MLC Super Estate Optimiser work?

You determine who will receive the super death proceeds by selecting one of the eight categories below:

1	Lump Sum – Spouse
2	Lump Sum – Minor Children
3	Lump Sum – Spouse / Minor Children (50/50)
4	Lump Sum – Dependent Children and Minor Children
5	Lump Sum – Estate
6	Account-Based Pension – Spouse
7	Account-Based Pension – Minor Children
8	Account-Based Pension – Spouse / Minor Children (50/50)

**Spouse** – is the spouse (of the same or opposite gender to you) who lived with you as husband/wife/partner immediately before your death. This also includes a de facto spouse, but does not include a spouse or de facto spouse from whom you were separated at the time of your death.

**Minor Children** – are your children aged under 18 at the date of your death.

This includes step-children and adopted children. Note: If an account-based pension is paid to a minor child, it must be cashed out as a lump sum at age 25 unless the child is disabled (for the purposes of the *Disability Services Act 1986*) at that time.

**Dependent Children** – are children of yours who are dependent (in most cases financially dependent) on you and aged 18 or over at the date of your death. This includes step-children and adopted children.

**Estate** – for the purpose of payment will be the executor or administrator of your estate.

### What if there is more than one eligible child?

Where there is more than one eligible child, the payment will be made to those children in equal shares.

We'll pay death benefits according to your selected category.

# MLC Super Estate Optimiser (Life Cover Super only)

## What if your beneficiaries don't meet the eligibility criteria?

Important benefit default provisions apply where the person(s) you have nominated does not (do not) meet the definition for the category nominated at the date of your death or do not survive you:

- if a lump sum would have been payable to your Dependent Children or Minor Children, but neither exists at the date of your death, then the lump sum is paid to your Spouse, or if none, to your Estate.
- if a pension would have been payable to your Minor Children and there are no Minor Children at the date of your death, then the pension is paid to your Spouse, or if none, as a lump sum to your Estate.
- if a benefit would have been payable to your Spouse and there is none at the date of your death, then the benefit is paid as a lump sum to your Estate.

## Pensions

If a pension is selected, we'll pay a pension according to the current terms of the pension product that is available. The current available product that the pension will be paid from is MLC MasterKey Pension Fundamentals.

MLC MasterKey Pension Fundamentals is issued by us. You should consider the PDS for MLC MasterKey Pension Fundamentals in deciding whether to acquire, or continue to hold, the product. You can contact us for a copy of this PDS.

**Please note:** A Transfer Balance Cap (TBC) applies on the total amount of super that can be transferred into retirement phase income streams, including most pension and annuities.

While the TBC doesn't affect your MLC Life Cover Super policy, if the benefit payments exceed the cap it could impact the payments to your nominated beneficiaries. More information about this can be found at [ato.gov.au](http://ato.gov.au).

## How do you make a category selection under MLC Super Estate Optimiser – or change your selection?

To make a category selection under MLC Super Estate Optimiser, complete the Super Estate Optimiser questions in the application and submit it with the application for Life Cover Super.

To assist us in administering a claim you may name Children and/or your Spouse in the Selection Form, but all persons who fulfil the criteria for your selected category at the date of your death will receive the death benefit whether or not they are named on the Selection Form.

You can change your category selection at any time by completing the Super Estate Optimiser questions in the **Beneficiary nomination form** available from [mlcinsurance.com.au/beneficiaryform](http://mlcinsurance.com.au/beneficiaryform)

Of course you should also regularly update your Will.

## What is the effect of super splitting under the Family Law Act?

You should be aware that in certain circumstances upon the breakdown of your marriage, the Super Estate Optimiser death benefit category selection may be overridden in whole or in part and the payment of benefits may be delayed by various actions taken under the super provisions of the *Family Law Act*.

Should your marriage break down, you should review your current category selection under the Super Estate Optimiser.

**If premiums are paid and the terms of the insurance are met, it will continue until the expiry date of the insurance is reached, or a termination event happens. See the relevant Insurance PDS for further details.**

## Cooling off period

If the insurance is cancelled within the applicable cooling off period, the Insurer will refund to us all premiums paid.

We'll then refund the amount to you subject to super preservation requirements.

If the monies paid include preserved or restricted non-preserved benefits, you must nominate another complying super fund or rollover vehicle to which these amounts are to be rolled over.

However, if you make an alteration to the insurance or claim on the insurance during the cooling off period, this will confirm acceptance of the insurance and any premiums paid won't be refunded.

For further details about the cooling off period, please see the relevant Insurance PDS.

## Cancelling insurance

You can cancel the insurance at any time by request to the Insurer.

For more information about the risks and consequences of cancelling your insurance, please speak with your financial adviser or go to [mlcinsurance.com.au/cancelyourinsurance](http://mlcinsurance.com.au/cancelyourinsurance)

For further details about cancelling the insurance, please see the Insurance PDS.

# When insurance in super ends

## Converting to insurance outside of super

You can convert the insurance inside of super to insurance outside of super at any time, as long as the insurance is still in place (while your policy is active and premiums are paid up to date).

## How does conversion work?

On conversion the Insurer will cancel the insurance through super, and issue you a new insurance policy outside super, with similar types of insurance and amounts of insured benefits.

At that point your interest in the relevant insurance product offered through the Fund ends. Your membership of the Fund and entitlement to receive any insurance benefits through super ends also.

Any beneficiary nomination for insurance in super will also end when the insurance through super ends.

The amount of insured benefits under the new insurance will not be more than it was under the old insurance at the date of conversion.

Premiums under the new insurance will be calculated in line with the Insurer's premium rates for the cover at the time of conversion.

Any beneficiary nomination made for the insurance in super will not apply to the new insurance outside of super. To make a new beneficiary nomination for your insurance outside of super you will need to complete the Insurer's nomination of beneficiary forms.

## Inactive Accounts

If your super account hasn't received a contribution or a rollover for a continuous period of 16 months, it's defined as an inactive account and by law we're required to cancel your insurance cover.

We'll contact you before this happens and give you the option to retain your cover.

Alternatively, if you wish to keep your insurance cover regardless of whether or not your account is inactive, complete and return the form Choose to Keep My Insurance Cover available at [mlc.com.au/superinsurance](https://mlc.com.au/superinsurance)

See the relevant Insurance PDS for further details.

# Taxation

The information in this section is of a general nature and only reflects our current understanding of the tax laws at the preparation date of this document. We recommend that you seek professional tax advice regarding your own taxation position. We are not registered tax (financial) advisers or registered tax agents. If you intend to rely on any advice to satisfy liabilities, obligations or claim entitlements that arise, or could arise under taxation law, you should seek advice from a registered tax agent or registered tax (financial) adviser.

Tax laws change. To keep up-to-date, please visit [ato.gov.au](http://ato.gov.au)

Any contributions used to fund premiums will be reported to the Australian Taxation Office (ATO) for the purpose of calculating your usage of the relevant super contribution cap.

Where required by law, we'll deduct any tax, duty or government fees and forward the money to the relevant authority.

## How are super contributions taxed?

Contributions are generally either tax free or taxed at a concessional rate of 15%.

These include, but aren't limited to, contributions from your employer (including salary sacrifice) or, if you're eligible, personal contributions for which you can claim a tax deduction.

An additional 15% tax may also apply on the concessional contributions of high income earners whose adjustable taxable income exceeds \$250,000 per annum. This tax will be assessed by the ATO and will be charged to the individual.

Insurance premiums may be tax deductible to the Fund.

Where the premium is deductible to the Fund, we are able to offset the tax payable on contributions by the amount of the deduction. This may reduce the amount of tax you pay from your super account on taxable contributions.

If you choose to fund insurance premiums by rollover from an external super account, we will pass on any tax refund to you by reduction of premium. However, when rolling over, you should consider the impact on the tax and preservation components on each of your super interests.

To find out more about the taxation implications and the preservation components inside super, speak to a financial adviser or registered tax agent.

## What are the maximum contribution amounts?

There are limits on how much you can pay into your super fund each financial year without having to pay extra tax. These limits are called 'contribution caps'.

Your contributions for the payment of insurance premiums are added to any contributions you or your employer make across all your super accounts for the purpose of applying contribution caps.

If you exceed these caps you may pay additional tax. These caps may change from time to time.

To find out more about current contribution caps, the taxation implications of exceeding these caps, or the new super changes, go to [ato.gov.au](http://ato.gov.au) and/or speak to your registered tax agent.

## Do you intend to claim a tax deduction for contributions used to fund the insurance premium?

Individuals under the age of 67 are generally permitted to claim a tax deduction for personal contributions.

However, for contributions made on or after 1 July 2022, if you are aged 67 to 74 you will need to meet a work test, or work test exemption, in order to be eligible to claim a tax deduction for your personal contributions.

If you intend to claim a tax deduction for any contributions used to fund premiums, you'll also need to provide us a **Notice of intent to claim or vary a deduction for personal super contributions** form within the relevant time limits.

To find out more go to [ato.gov.au](http://ato.gov.au) and/or speak to your registered tax agent.

Also, if your application for insurance is not finalised before the end of the income year, we will not record the contribution as being received until the following income year when your application is approved.

This could have implications for the income year in which you are entitled to a tax deduction and can also impact your contribution caps.

## What is the work test?

To meet the work test, you must be gainfully employed for at least 40 hours over a 30 consecutive day period during the financial year that you make the contribution(s).

If you have recently retired, are aged 67 to 74 and your Total Super Balance<sup>1</sup> is less than \$300,000, the work test exemption may allow you to claim a tax deduction for personal super contributions that you make during the first financial year in which you don't meet the work test.

<sup>1</sup> Total Super Balance: Your Total Super Balance for a financial year is the value, at 30 June of the previous financial year, of all of your accumulation or pre-retirement phase accounts, retirement phase accounts, such as an account based pension, and funds in the process of being transferred from one super account to another (known as 'in-transit rollovers'). You can find out your Total Super Balance by logging in to your [my.gov.au](http://my.gov.au) account.

## How are insurance benefits taxed?

The rules relating to the taxation of benefits are complex and you should seek professional tax advice from a registered tax agent.

Where required we or our agent will withhold tax from benefit payments and forward the money to the ATO.

## Providing your Tax File Number (TFN)

Under the *Superannuation Industry (Supervision) Act 1993*, your super fund is authorised to collect your TFN, which will only be used for lawful purposes.

These purposes may change in the future as a result of legislative change. The trustee of your super fund may disclose your TFN to another super provider, when benefits are being transferred, unless you request the trustee of your super fund in writing that your TFN not be disclosed to any other super provider.

It is not an offence not to quote your TFN. However giving your TFN to your super fund will have the following advantages (which may not otherwise apply):

- your super fund will be able to accept all types of contributions to your account/s
- the tax on contributions to your super account/s will not increase
- other than the tax that may ordinarily apply, no additional tax will be deducted, and
- it will make it much easier to trace different super accounts in your name so that you receive all your super benefits when you retire.

You should provide your tax file number (TFN) to us. If we don't have it, your application for Life Cover Super or Protection<sup>first</sup> Super cannot be accepted.

Also, without a TFN you may be taxed at the highest marginal tax rate for the benefits that are paid to you.

We will verify your TFN with the ATO. For more information visit [ato.gov.au](http://ato.gov.au)



# Complaints resolution

If you have a complaint about any of the products, or the services you've received, we'd like an opportunity to put it right.

Please call us on **13 65 25** (Toll free **1800 062 061**) or for international calls **+61 2 9121 6500** (charges apply) between 8.30am and 6pm (AEST/AEDT), Monday to Friday, to discuss your concerns.

If we are unable to resolve your issues to your satisfaction, we will put you in contact with our Internal Complaints Resolution Team. For more information, please visit **[mlcinsurance.com.au/support/customer](https://mlcinsurance.com.au/support/customer)**

If you're not satisfied with the resolution provided by our Internal Complaints Resolution Team, or we haven't responded to you in 45 calendar days, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA is an independent body that provides a complaint resolution service free of charge to customers. You can contact AFCA at any time, in writing, by email or by phone. AFCA's contact details are:  
Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: **1800 931 678** (free call)  
Email: **[info@afca.org.au](mailto:info@afca.org.au)**  
Website: **[afca.org.au](https://afca.org.au)**

If you have a complaint about financial advice you receive, you should follow the complaint resolution process explained in the Financial Services Guide provided by your financial adviser.

# Other information

## Keeping you informed

Each year, we'll provide you with the following information so you can stay informed about the insurances and any changes that may arise:

- a statement of the insurance with a summary of all transaction details for the financial year
- information in relation to any material changes, and
- confirmation of non-routine transactions you make on the insurance.

We may provide this information to you by mail, email or by making the information available on **mlcinsurance.com.au**.

We'll let you know when information about the insurance has been made available online. If you prefer to receive updates about your account by mail, please let us know.

## Anti-Money Laundering

We're required to comply with our obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) (Cth)* and the Australian Sanctions laws.

We may need to collect information from you, anyone acting on your behalf or your related parties.

All documents we request need to be dated, and must be an original or certified copy of original document(s) (not a photocopy of a certified copy of original document(s), not faxed or scanned copies) and must be valid at the time you send them to us. Amongst its other AML/CTF obligations, we are required to adhere to AUSTRAC's reporting requirements.

We may decide to delay or refuse any request to process any transaction, including suspending a withdrawal application, freeze accounts or restrict access to funds (where permissible under any applicable legislation), if we're concerned that the request or transaction may breach any obligation we have under the *AML/CTF Act*, or cause us to commit or participate in an offence, under any law.

We'll incur no liability to you if we do so.

## Privacy information

We and the Insurer collect your personal information from you directly wherever we can, but in some cases we may collect it from third parties such as your adviser. We do this to determine your eligibility and to administer the product.

If personal information is not provided, we or the Insurer may not be able to provide you the product or a service, or administer it appropriately. We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Anti-Money Laundering law.

We may disclose your personal information to other Insignia Financial Group members and to external parties including the Insurer for purposes that include: insurance management, product development and research. For more information refer to **mlc.com.au/privacy**

It is generally unlikely that we will disclose your personal information overseas, however, any overseas disclosure does not affect our commitment to safeguarding your personal information and we will take reasonable steps to ensure any overseas recipient complies with Australian privacy laws.

We, other Insignia Financial Group members, and the Insurer may use your personal information to contact you about products and for marketing activities. If you do not wish for the Insurer to contact you about products and for marketing activities, you need to contact them directly on **13 65 25** or **privacy@mlcinsurance.com.au**

You can let us know at any time if you no longer wish to receive these direct marketing offers by contacting us.

More information about how we collect, use, share and handle your personal information is in our Privacy Policy (**mlc.com.au/privacy**), including how to access or correct information we collect about you and how to make a complaint about a privacy issue. Contact us for a paper copy or if you have any questions or comments.

For more information about the collection of your personal information by the Insurer, please refer to the relevant Insurance PDS.







LIFE INSURANCE

## Contact us

For more information (including to obtain a copy of this PDS and the important information that forms part of the PDS, or to obtain a copy of the relevant Insurance PDS) visit [mlcinsurance.com.au](http://mlcinsurance.com.au) or call us from anywhere in Australia on **13 65 25** or contact your financial adviser. For hearing impaired customers, please call **1300 555 727**. For customers requiring interpreting or translation services, please call **13 14 50**.

### Postal address

PO Box 23455  
Docklands VIC 3008

### Registered office

'30 The Bond', Level 3,  
30 Hickson Road  
Millers Point NSW 2000

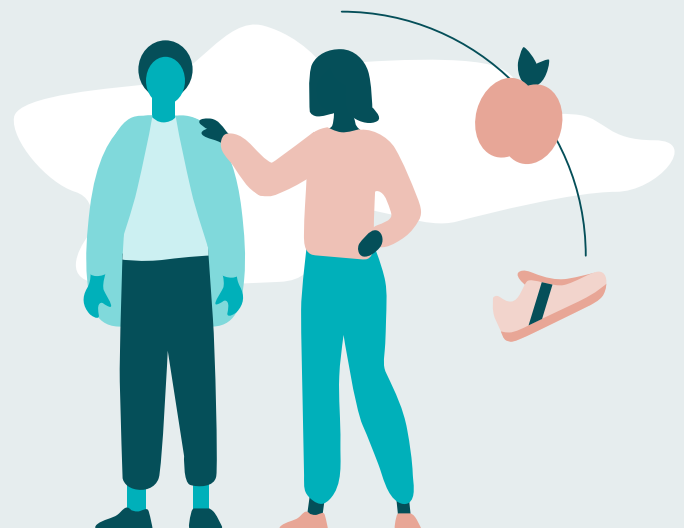


# Meet Vivo

## Your holistic health, wellness and recovery program

No matter where you are on life's journey, Vivo offers a range of health and wellness services that provide you and your immediate family\* with care and support when you need it.

Offered at no extra cost to those insured by MLC Life Insurance, Vivo helps unlock the value of your insurance today. From prevention to recovery, for both mind and body, see how Vivo can meet your individual needs to help live a healthier life.



# Services to suit your needs

Whether you're looking to improve your everyday health and wellness, dealing with a medical concern, or requiring recovery support, Vivo connects you with a global network of services and experts that can help.



## Vivo Wellness

**Get proactive with your wellness to maintain overall health**

Speak directly to dieticians and exercise physiologists about your fitness, nutrition, health and wellbeing goals. Benefit from personalised reports, programs and advice tailored to your needs.



## Vivo Health

**Access a global medical network for tailored advice**

Access a network of more than 50,000 leading specialists from Australia and around the world for a medical second opinion quickly. Have the confidence of Australian GPs providing personal, online answers within 24 hours.



## Vivo Recovery

**Get back on track after illness or injury**

Achieve your recovery goals and reconnect with your community, with the support you need to get back to what you love - at work and at home.



## Vivo Specialist Care

**Receive support for mental health, cancer and pain**

Take control of your mental health, cancer care and ongoing pain management with specialist guidance and coaching.

## Vivo Virtual Care

Vivo Virtual Care offers quick and convenient access to online services that you and your immediate family can use every day. Completely confidential, these services can be accessed at any time and as often as you need them.



# How to get started

Vivo is your go-to program to access a network of experts providing the care and support you need to achieve your health, wellness and recovery goals. When you're insured by MLC Life Insurance you can:

- ✓ Access Vivo at no additional cost
- ✓ Explore all Vivo has to offer at [vivowellbeing.com.au](https://vivowellbeing.com.au) and get started today.

