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# Cruelty Free Super Insurance Guide

**Issued Date 1 July 2019**

The Information in this Insurance Guide forms part of the Product Disclosure Statement (PDS) and should be read in conjunction with the PDS and the Additional Information Booklet for the Cruelty Free Super Fund dated 1 July 2019. Copies of these documents are available from the website [www.crueltyfreesuper.com.au](http://www.crueltyfreesuper.com.au) or by calling 1300 022 762.

Interests in Cruelty Free Super are issued by Diversa Trustees Limited (ABN 49 006 421 638; AFSL 235153; RSE Licence L0000635) ("the Trustee") as trustee of the Grosvenor Pirie Master Superannuation Fund - Series 2 (ABN 32 367 272 075; RSE Registration R1001204) ("GPMSFs-2"). Cruelty Free Super is a sub-plan of GPMSFs-2. Cruelty Free Super is administered by OneVue Super Services Pty Limited (ABN 74 006 877 872; AFSL 246883). Insurance cover is provided to eligible members by AIA Australia Limited (ABN 79 004 837 861; AFSL 230043).

The Founder, Promoter and Investment Manager of the Fund is Future Super Investment Services Pty Ltd (ABN 55 621 040 702; AFS Representative No. 001271441), which is a Corporate Authorised Representative of True Oak Investments Ltd (ABN 81 002 558 956; AFSL 238184). The Trustee does not in any way endorse, warrant or accept responsibility for any services provided by the Promoter in its own right or directly to members or prospective members.

The contact details for the Fund are:

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The information in this insurance guide is general information only and does not take account of your personal financial objectives, situation or needs. You should obtain financial advice that is tailored to your personal circumstances before making a decision about Cruelty Free Super.



## Important Information

In this document, 'we' means Diversa Trustees Limited ('the Trustee') unless stated otherwise. Insurance cover available through the Fund is issued to members through life insurance policies issued by AIA Australia Limited (ABN 79 004 837 861, AFSL 230043) (referred to as the 'Insurer') to the Trustee.

The insurance benefits available through the Fund are subject to the terms and conditions of the relevant insurance policies held by the Trustee. Any insurance benefits can only be paid by the Trustee to an insured member ('Insured Member') if permitted under the Trust Deed and superannuation legislation.

The information provided in this Insurance Guide is a summary of the key terms of the policies only and does not represent a complete description of terms on which the insurance cover is provided. The full terms and conditions relating to insurance are set out in the insurance policies and in the event of any dispute about insurance, the policies will take priority over the information in this Insurance Guide.

Some of the terms used in this Insurance Guide have a special meaning. These words are capitalised and may be explained in the definitions. Where a term is capitalised and not explained in the definitions, you should refer to the insurance policies for their meaning. Where a term is not capitalised, the term takes its ordinary meaning. You can obtain a copy of the insurance policies by contacting us on 1300 022 762.

The Insurer has consented to the information relating to insurance being included in this Insurance Guide in the form and context in which it is included, and that consent has not been withdrawn before the date of this Insurance Guide.



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The Fund’s insurance options offer you and your family assistance in the event of your death, or if you suffer a Terminal Illness or become Totally and Permanently Disabled or temporarily disabled. The following insurance cover is available through the Fund:

- Death Only
- Death and Total and Permanent Disablement (‘TPD’)
- Income Protection.

## Death and Total and Permanent Disablement Cover

When insured under the policy, Death Only cover or Death and TPD cover provides you or your dependants (as applicable) with a lump sum payment in the event that you die, suffer a Terminal Illness, or you become Totally and Permanently Disabled (where you have Death and TPD cover).

You will be considered to be Totally and Permanently Disabled if you satisfy either the ‘TPD – Standard Definition’ or the ‘TPD – Limited Definition’. Refer to the definitions of ‘Terminal Illness’, ‘TPD – Standard Definition’ and ‘TPD – Limited Definition’ in the later sections of this Insurance Guide for when an Insured Member will qualify for a Terminal Illness benefit or a TPD benefit.

### Eligibility for Cover

Death Only cover or Death and TPD cover is available to eligible members of the Fund who are:

- aged 15 to 54 (inclusive) for Death and TPD cover; or
- aged 15 to 64 (inclusive) for Death Only cover; and
- Australian citizens or Australian permanent residents.

Death Only cover is available to the following members:	Death and TPD cover is available to the following members:
<ul style="list-style-type: none"> <li>○ Permanent Employees</li> <li>○ Contractors</li> <li>○ Casual Employees</li> <li>○ Members that are not Gainfully Employed</li> </ul>	<ul style="list-style-type: none"> <li>○ Permanent Employees working at least 20 hours per week</li> <li>○ Contractors working at least 20 hours per week</li> </ul>



Where a member is not Gainfully Employed (as defined by the relevant insurance policy) at the time of requesting Death Only cover, the Blue Collar occupation classification rating will apply as a default. Members may at any time change their occupation classification by completing the relevant form.

A member can obtain Death Only or Death and TPD cover in 3 ways:

1. opting in for Standard Cover,
2. applying for Voluntary Cover, or
3. applying to Transfer Cover.

**Opt-in to Standard Cover**

You can opt-in for a standard amount of Death Only cover or Death and TPD cover when you join the Fund. The standard amount of cover changes in accordance with your age on your next birthday.

The premiums for standard cover are based on your age next birthday, sex and occupation.

**Important:** When you have been accepted for Standard Cover, premiums will continue to be deducted from your account until cover ceases under the policy or until you elect to cancel your cover.

Sum Insured provided under Standard Cover for Death Only or Death and TPD

Age Next Birthday	Death cover (\$)	TPD cover (\$)	Age Next Birthday	Death cover (\$)	TPD cover (\$)
16	200,000	200,000	41	300,000	300,000
17	200,000	200,000	42	300,000	300,000
18	200,000	200,000	43	300,000	300,000
19	200,000	200,000	44	300,000	300,000
20	200,000	200,000	45	300,000	300,000
21	200,000	200,000	46	300,000	300,000
22	200,000	200,000	47	250,000	250,000
23	200,000	200,000	48	250,000	250,000
24	200,000	200,000	49	250,000	250,000
25	200,000	200,000	50	250,000	250,000
26	200,000	200,000	51	250,000	250,000
27	200,000	200,000	52	150,000	150,000
28	200,000	200,000	53	150,000	150,000
29	200,000	200,000	54	150,000	150,000
30	200,000	200,000	55	150,000	150,000
31	200,000	200,000	56	75,000	n/a
32	200,000	200,000	57	75,000	n/a
33	300,000	300,000	58	75,000	n/a
34	300,000	300,000	59	75,000	n/a
35	300,000	300,000	60	75,000	n/a
36	300,000	300,000	61	37,500	n/a
37	300,000	300,000	62	37,500	n/a
38	300,000	300,000	63	37,500	n/a
39	300,000	300,000	64	37,500	n/a
40	300,000	300,000	65	37,500	n/a

Standard Cover is available for you to opt-in to within 60 days of you joining the Fund and is subject to you satisfactorily answering the eligibility questions through the online member portal. Standard Cover commences on the later of the date your opt-in request is accepted by us and when a super contribution (rollover, employer SG contribution or personal contribution) has been received by the Fund.

If you do not opt-in for Standard Cover within 60 days of joining the Fund, or you do not answer the eligibility questions to the Insurer's satisfaction, Standard Cover will not be provided and you may only be able to obtain Death Only cover or Death and TPD cover by applying for Voluntary Cover, subject to acceptance by the Insurer.

Standard Cover will be subject to New Events Cover for 2 consecutive years from the date Standard Cover commences.

Where your Death Only or Death and TPD cover is subject to New Events Cover, this means you are only covered for claims arising from a sickness which first becomes apparent or an injury which first occurs on or after the date your cover commenced or most recently commenced under the relevant insurance policy. Where the New Events Cover restriction is in place for 2 consecutive years, the New Events Cover restriction will cease at the end of the 2 year period provided you are At Work for 30 consecutive days immediately prior to the end of the 2 year period, otherwise the New Events Cover restriction will continue to apply until such time you are At Work for 30 consecutive days. Refer to the definitions section for the meaning of At Work.

Subject to acceptance by the Insurer, you may apply to remove the New Events Cover restriction during the 2 year period by being underwritten by the Insurer. If New Events Cover ceases, or is accepted for removal by the Insurer, your Standard Cover will revert to full cover.

#### **Applying for Voluntary Cover**

Voluntary Cover is available to you if you meet the eligibility requirements for cover and you:

- wish to increase the amount you are insured for under Standard Cover; or

- are not eligible for Standard Cover but wish to apply for Death Only or Death and TPD cover.

Voluntary Cover is subject to you providing a completed application form and evidence of health and insurability (as requested by the Insurer) and acceptance of your application by the Insurer. You can request a Life Insurance Application Form by contacting us on 1300 022 762 or by emailing us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

The Maximum Sum Insured for Death cover and TPD cover is \$1,000,000. Your nominated Sum Insured is subject to underwriting and the Insurer's approval and applies to new and transferred applications. You cannot apply for a TPD Sum Insured that is greater than your Death Sum Insured.

Where your application for Voluntary Cover is accepted by the Insurer, your total Sum Insured (including any existing Standard Cover held) will automatically become Fixed Cover. If the Insurer accepts your application on standard terms cover will commence on the date of the Insurer's acceptance.

The Insurer may accept your application on non-standard terms (such as a restriction, exclusion or premium loading), in which case you will be required to provide your agreement to the non-standard terms before cover can commence. Voluntary Cover on non-standard terms will commence when you have provided your agreement to the non-standard terms in writing to the Insurer.

If you held Standard Cover at the time you apply for Voluntary Cover and the Insurer accepts your application to increase your Sum Insured on non-standard terms, the non-standard terms will only apply to the portion of your Sum Insured that was obtained as Voluntary Cover.

If the Insurer accepts your application for Voluntary Cover and at the time of application you held Standard Cover that was subject to New Events Cover, the New Events Cover restriction will be removed from the commencement date of the Voluntary Cover.

#### **Interim Cover (Voluntary Death Only and Death and TPD Cover)**

You may be insured under Interim Cover for an Accidental Injury resulting in your death or Total and

Permanent Disablement while the Insurer is assessing your application for Voluntary Cover. Interim Cover will be provided from the date the Insurer receives your application for Voluntary Cover, until the earlier of:

- 90 days elapsing from the date the Insurer received your application;
- the Insurer either accepting or rejecting your application;
- you cancelling or withdrawing your application; and
- the date cover would have otherwise ceased under the relevant insurance policy (refer to the 'When cover ends' section for a list of these events).

The maximum benefit payable is the lesser of the Voluntary Cover applied for and \$500,000.

A benefit will not be payable if, during the Interim Cover period, death or Total and Permanent Disablement is caused directly or indirectly by:

- engaging in any Hazardous Pursuit or pastime that the Insurer would not normally provide cover for at standard rates or terms; and
- other excluded events under the relevant insurance policy (refer to the 'Cover exclusions' section for a list of these events).

Interim cover does not apply to opt-in Standard Cover.

### **Transfer Cover to the Fund**

You may be eligible to transfer Death Only or Death and TPD cover you hold through another superannuation fund or another insurance policy, to the Fund.

For cover to be accepted by the Insurer under individual transfer terms, you must complete the Insurance Transfer Application Form to the Insurer's satisfaction and provide proof of previous cover. Refer to the Insurance Transfer Application Form for eligibility and application requirements.

The maximum amount of Death Only or Death and TPD cover you can transfer to the Fund is \$1,000,000. You cannot transfer TPD Only cover to the Fund. If you hold Standard Cover at the time you apply to transfer cover

and the Insurer accepts your application, your Standard Cover will become Fixed Cover from the date the transfer cover application is accepted by the Insurer.

Where the Insurer accepts your application to transfer cover, cover will be provided in the Fund based on the terms, conditions, premiums and occupation ratings provided under the relevant insurance policy. Cover will commence from the later of the date the Insurer accepts your application and the date you cancel the cover held under the other fund or insurance policy.

### **Varying Your Type or Amount of Cover**

You may elect, at any time, to reduce your Sum Insured or to cancel your Death Only cover, TPD Only cover, or Death and TPD cover, by writing to us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au). The reduction or cancellation of cover and any required adjustment to your premiums will take effect from the date we receive your written request. You will receive written confirmation when your insurance cover is decreased or ceased.

You cannot vary your cover such that you hold a higher amount of TPD cover than Death cover. If you hold Standard Cover and you elect to reduce your Sum Insured, your remaining cover will be changed to Fixed Cover.

If you elect to cancel your Standard Cover within 30 days of your cover commencing, any premiums paid for that cover will be refunded to your account.

Before making an election to reduce or cancel your cover, you should consider your insurance needs carefully. If you cancel or reduce your cover, and later decide you need additional cover, you will need to apply for cover, complete a health statement and cover will be subject to acceptance by the Insurer.

### **Cost of Cover**

The table on the following pages outlines the premium rates for Death Only cover or Death and TPD cover. The rates shown are the dollar cost per annum per \$1,000 of the Sum Insured. The amount of premium payable will depend on your age, sex and occupation category and is deducted from your account monthly in arrears.



Cost of cover (continued)

Death and TPD		Death only		Death and TPD		Death only		Death and TPD	
Age Next Birthday**	Male	Female	Male	Female	Age Next Birthday**	Male	Female	Male	Female
16	0.72	0.27	0.76	0.29	41	1.23	0.82	1.92	1.47
17	0.72	0.27	0.76	0.29	42	1.31	0.90	2.07	1.64
18	0.76	0.28	0.81	0.30	43	1.42	0.99	2.27	1.83
19	0.84	0.32	0.91	0.35	44	1.51	1.07	2.45	2.02
20	0.91	0.33	1.01	0.37	45	1.62	1.17	2.67	2.24
21	0.96	0.32	1.08	0.37	46	1.74	1.28	2.92	2.49
22	0.97	0.31	1.11	0.36	47	1.88	1.38	3.21	2.73
23	0.99	0.29	1.14	0.34	48	2.04	1.50	3.54	3.01
24	0.99	0.28	1.16	0.34	49	2.24	1.62	3.95	3.30
25	0.98	0.28	1.16	0.34	50	2.47	1.75	4.43	3.61
26	0.96	0.28	1.16	0.35	51	2.72	1.88	4.96	3.94
27	0.93	0.29	1.14	0.37	52	3.01	2.03	5.58	4.31
28	0.92	0.31	1.14	0.40	53	3.33	2.19	6.28	4.72
29	0.89	0.32	1.11	0.43	54	3.70	2.38	7.09	5.20
30	0.88	0.34	1.11	0.47	55	4.11	2.60	8.01	5.77
31	0.87	0.36	1.11	0.51	56	4.54	2.87	-	-
32	0.87	0.38	1.12	0.56	57	5.03	3.18	-	-
33	0.87	0.40	1.14	0.61	58	5.63	3.54	-	-
34	0.88	0.43	1.16	0.68	59	6.32	3.95	-	-
35	0.90	0.47	1.22	0.76	60	7.04	4.41	-	-
36	0.93	0.52	1.29	0.85	61	7.95	4.94	-	-
37	0.97	0.57	1.38	0.95	62	9.10	5.53	-	-
38	1.02	0.62	1.50	1.06	63	10.42	6.19	-	-
39	1.07	0.68	1.62	1.18	64	11.94	6.91	-	-
40	1.15	0.75	1.78	1.32	65	13.69	7.70	-	-

\* Premiums are inclusive of the cost of any applicable Stamp Duty.

\*\* Age next birthday is determined on each premium payment date. A mis-statement of your age may result in an adjustment of benefits or premiums in accordance with the relevant insurance policy.

Premium rates are inclusive of an insurance administration fee of 20% plus GST, payable in equal parts to the Administrator and the Promoter to cover the costs of administering the insurance arrangements.

The amount of premium you pay for cover will be adjusted by your occupational loading shown in the following table.

Occupation category	Death only	Death and TPD
Professional	0.90	0.875
White Collar	1.00	1.000
Light Blue Collar	1.10	1.200
Blue Collar	1.35	1.625
Heavy Blue Collar	1.75	2.500



### Example

Jane is turning 37 on her next birthday and is currently working in an occupation with an occupational category of Light Blue Collar. Jane has applied for insurance and been accepted for \$200,000 Death and TPD cover.

Jane's premiums will be calculated by multiplying her premium rate and occupational loading against the Sum Insured divided by \$1,000.

Premium = \$200,000 ÷ \$1,000 × 0.95 (female, ANB 37, Death and TPD) × 1.2 (Light Blue Collar)  
Premium = \$228 per annum, deducted monthly in arrears.

Your occupation category will be assessed by the Insurer at the time of application. If, whilst insured in the Fund, your circumstances change, you can submit a form to change your occupation category. Your premiums will be adjusted from the date your change is requested.

Occupation category	Generally applies to:
Professional	Insured members that would be considered White Collar professionals performing no manual duties who have a tertiary qualification or registered with a professional body and earning a minimum income of \$100,000 per annum such as doctors, lawyers and accountants.
White Collar	Insured members in clerical, administration and managerial occupations involving office duties only and who do less than 10% light manual duties such as administrators, book-keepers, computer operators.
Light Blue Collar	Insured members in certain light-manual skilled workers such as travelling sales representatives, photocopy/TV repairers, claims/loss assessors, purchasing officer.
Blue Collar	Insured members that are qualified tradespeople involved in non-hazardous industries doing light-manual work such as qualified cabinet makers, qualified carpenters, qualified mechanic. Insured members that are not Gainfully Employed at the time of their application will be insured as Blue Collar.
Heavy Blue Collar	Insured members that are unskilled workers and Blue Collar workers in heavy manual occupations who have no unusual accident or health hazards such as cleaners or bricklayers.

Information about the occupation category which applies to specific occupations and employment circumstances can be obtained by contacting us on 1300 022 762 or by emailing us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

### Example

Jacob is turning 28 on his next birthday and is currently volunteering part-time while he completes his studies. Because Jacob is not Gainfully Employed when he applies for cover, he is only eligible for Death Only cover and his occupational category will be Blue Collar. Jacob has applied for insurance and been accepted for \$150,000 Death Only cover.

Jacob's premiums will be calculated by multiplying his premium rate and occupational loading against the Sum Insured divided by \$1,000.

Premium = \$150,000 ÷ \$1,000 × 0.92 (male, ANB 28, Death only) × 1.35 (Blue Collar)  
Premium = \$186.30 per annum, deducted monthly in arrears.



### When Cover Ends

Death Only cover or Death and TPD cover will cease on the earliest of:

- when you reach the Cover Expiry Age for your type of cover;
- the date you die;
- the date a Terminal Illness benefit is paid in respect of you;
- if you hold TPD cover, the date a TPD benefit is paid to you (however if the Death Sum Insured is higher than the TPD Sum Insured, the remaining Death Sum Insured will continue);
- the date the relevant insurance policy terminates;
- the date your account has been inactive for a continuous period of 16 months and you have not made an election to keep your insurance cover even when your account is inactive (refer to page 18 for further information);
- the date you provide written notice electing to cancel your cover;
- the date the you no longer meet the conditions for continuation of cover during Overseas Cover;
- the date you cease to be a member of the Fund; and
- 60 days from the date a premium remains unpaid due to insufficient funds being in your account.

### When a Benefit is Payable

A Death benefit will become payable in the event of your death when you are an Insured Member of the Fund at the Incident Date. The Death benefit will be the Death Sum Insured as at the Incident Date. Some exclusions apply; refer to the Benefits Exclusions section on the next page of this Guide for further information.

A Terminal Illness benefit comprising an advance lump sum payment of 100% of the Death Sum Insured will be payable to you if you become Terminally Ill (as defined in the policy) and you are an Insured Member in the Fund at the Incident Date.

When a Terminal Illness benefit is paid, Death Only cover and Death and TPD cover will cease.

A TPD benefit will become payable if, in the opinion of the Insurer, you meet the relevant definition of Totally and Permanently Disabled when you are an Insured Member of the Fund at the Incident Date.

The Total and Permanent Disablement - Standard Definition applies to you if you are:

- working on average 20 hours per week or more during the 3 months immediately prior to the Incident Date; and
- not working in a hazardous or uninsurable occupation (in accordance with the Insurer's occupational guide) during the 3 months immediately prior to the Incident Date; and
- if on Leave Without Pay of up to 24 months and your Incident Date is within the period of approved Leave Without Pay.

The Total and Permanent Disablement - Limited Definition applies to you if you are:

- not in Gainful Employment (as defined by the relevant insurance policy) during the 3 months immediately prior to the Incident Date; or
- working on average less than 20 hours per week during the 3 months immediately prior to the Incident Date; or
- working in a hazardous or uninsurable occupation (in accordance with the Insurer's occupational guide) during the 3 months immediately prior to the Incident Date; or
- on Leave Without Pay, however:
  - you have not applied for an extension of leave beyond your agreed 'return to work' date; or
  - the Insurer does not approve the extension application beyond your agreed 'return to work' date; or
  - the period of leave is more than 24 months, and your Incident Date occurs after the period of approved Leave Without Pay.

The TPD benefit will be the TPD Sum Insured applicable to you at the Incident Date.

If you become Totally and Permanently Disabled whilst outside of Australia, the Insurer may require you to return to Australia for assessment of your claim at your own expense.

Where a TPD benefit is paid in respect of you, your Death Sum Insured will be reduced by the amount of the TPD benefit paid to you. If your Death Sum Insured is the same as your TPD Sum Insured when your TPD benefit is paid, your Death cover will cease.

If a claim for death, Terminal Illness or TPD arises during a period where your premiums have not been received by the Insurer but is nevertheless within the 60 days of grace allowed under the relevant insurance policy, no Sum Insured in respect of such claim will be admitted until all premiums owing are paid.

If at the time of claim, the Insurer or the Trustee establishes that:

- you changed to a lower risk occupation, overpaid premiums may be refunded to your superannuation account;
- you changed to a higher risk occupation, additional premiums may be deducted from any benefit paid to you or your beneficiaries; or
- you changed to a hazardous or uninsurable occupation (in accordance with the Insurer's occupational guide), you will be assessed for a TPD benefit against the Total and Permanent Disablement – Limited Definition.

### **Benefit Exclusions**

A death, Terminal Illness or TPD benefit will not be payable by the Insurer to you if your death, Terminal Illness or TPD is caused wholly or partly, directly or indirectly by:

- a) active service in the armed forces of any country, territory, foreign or international organisation; or
- b) participation in a combat or fighting force of any country, territory, foreign or international organisation; or
- c) engagement in (including planning or preparing for) any terrorism act in Australia or any foreign country;
- d) any act of invasion or war, whether war is declared or not, in which Australian armed forces are involved, or an Insured Member's country of residence (including temporary residence) is involved; or
- e) death as a result of suicide, whether sane or insane; or
- f) Terminal Illness or TPD as a result of attempted suicide, a self-inflicted act or self-destruction whether sane or insane; or
- g) any other underwriting exclusion imposed on you by the Insurer and notified to you at time of acceptance; or
- h) engaging in any Hazardous Pursuits (as defined by the relevant insurance policy).

In the case you are lawfully serving within the Australian Defence Force Reserves, exclusion (a) above is only applicable where you have been called up for active service.

### **Cover During Leave Without Pay**

Where you take a period of approved leave without pay (including maternity or paternity leave), and there is documented evidence of an agreed 'return to work' date, cover will continue up to the earlier of the agreed

'return to work' date and 24 months, subject to the payment of premiums.

You may apply to the Insurer to extend the cover period beyond the initial 'return to work' date and up to the maximum 24 month limit, provided you apply for the extension at least two months prior to the initial 'return to work' date. If the Insurer accepts this extension, cover will continue up to the new 'return to work' date, subject to the payment of premiums.

If you become Totally and Permanently Disabled during the approved period of leave without pay (or the extended leave period approved by the Insurer), the TPD definition used to assess you will be that which would have applied to you on the date immediately prior to the commencement of the approved period of leave without pay.

If you have not sought or been granted an extension of cover or your period of leave without pay is more than 24 months, your cover will continue (subject to the payment of premiums) and the Total and Permanent Disablement – Limited Definition will apply in the event of a claim.



## Income Protection Cover

Income Protection cover provides you with a monthly income calculated in accordance with the relevant insurance policy ('Monthly Benefit') in the event that you become Partially Disabled or Totally Disabled and a Sickness or Injury causes you to be unable to work and earn an income.

Approved rehabilitation expenses may also, at the Insurer's discretion, be reimbursed, subject to a maximum of 6 Monthly Benefit payments, the Trust Deed and superannuation legislation. For further details please see the section titled "rehabilitation expenses" on page 16.

You can apply for an Amount Insured of up to 75% of your Pre-Disability Income, capped at a maximum Monthly Benefit of \$20,000. Where eligible, Monthly Benefit payments commence after the expiration of the insured Waiting Period of 30, 60 or 90 days and continue whilst you are Partially Disabled or Totally Disabled for up to two years (or to age 65 if earlier).

### Eligibility for Cover

Permanent residents of Australia who are under 65 years of age and permanently employed for at least 15 hours per week are eligible to apply for Income Protection cover.

### Apply for Cover

You can apply for Income Protection cover by providing a completed application form and evidence of health and insurability (as requested by the Insurer). Provision of cover will be subject to acceptance by the Insurer. You can request an Income Protection Application Form by contacting us on 1300 022 762 or by emailing us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

Where you apply for new cover, an increase in existing cover, or a reduction in waiting period, the requested change will be effective on the day the Insurer accepts your application for cover.

The Insurer may accept an application on non-standard terms (such as a restriction, exclusion or premium loading), in which case you will be required to provide your agreement to the non-standard terms before cover can commence. Income Protection cover on non-standard terms will commence when you have provided your agreement to the non-standard terms in writing to the Insurer.

### Transfer of Cover

You may be eligible to transfer Income Protection cover you hold through another superannuation fund or another insurance policy to the Fund. For cover to be accepted by the Insurer under individual transfer terms, you must complete the Insurance Transfer Application Form to the Insurer's satisfaction and provide proof of previous cover. Refer to the Insurance Transfer Application Form for eligibility and application requirements.

You can apply to transfer a Monthly Benefit of up to \$10,000, subject to your total Amount Insured in the Fund after the transfer being no greater than the Maximum Monthly Benefit of \$20,000.

Where the Insurer accepts your application to transfer cover, cover will be for the Amount Insured in the previous fund or policy, and will be provided based on the terms, conditions, premiums and occupation ratings provided under the Fund's insurance policy. Cover will commence from the later of the date the Insurer accepts your application and the date you cancel the cover held under the other fund or insurance policy.

The Waiting Period which applied to the transferred cover under the previous fund or policy will be applied under the Fund's insurance policy. Where the Waiting Period under the previous fund or policy is different to the available Waiting Periods under the Fund, your Waiting Period will be rounded up to the next longest Waiting Period available under the Fund.

Where your transferred cover has a benefit period of 2 years or more under the previous fund or previous policy, your transferred cover will have a 2 year benefit period applied under the Fund. If your transferred cover has a benefit period of less than 2 years under the other fund or other policy, you are not eligible to transfer your income protection cover into the Fund.

Where an application for transferred cover is accepted by the Insurer, the income protection cover under the Fund is for an indemnity benefit only and will be subject to all non-standard terms such as loadings, restrictions and exclusions that applied under the previous fund or policy.

### Varying your Type or Amount of Cover

You can elect, at any time, to extend your Waiting Period, decrease your Amount Insured or cancel your Income Protection cover by writing to the Fund at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au). You will receive written confirmation when your insurance cover is changed or ceased.

Where you request to reduce or cancel your cover, the requested change will be effective on the day after the written request is received by the Fund. Your premiums will be adjusted in accordance with the requested change.

Before making an election to reduce or cancel your cover, you should consider your insurance needs carefully. If you cancel or reduce your cover, and later decide you need additional cover, you will need to apply for cover, complete a health statement and cover will be subject to acceptance by the Insurer.

### Cost of Cover

The table below outlines the premium rates for Income Protection cover. The premium payable by you depends on your age, sex, Waiting Period option, resident state and occupation category. Premiums are deducted from your account monthly in arrears.

The rates shown are the dollar cost per annum per \$100 of Monthly Benefit, excluding stamp duty\* but including 10% insurance administration fee plus GST. The administration fee is paid in equal parts to the Administrator and Promoter to cover the costs of administering insurance cover.

Waiting Period:	30 Days		60 Days		90 Days	
Age Next Birthday**	Male	Female	Male	Female	Male	Female
16	5.52	6.07	4.88	5.05	1.48	1.44
17	5.52	6.07	4.88	5.05	1.48	1.44
18	5.52	6.07	4.88	5.05	1.48	1.44
19	5.52	6.07	4.88	5.05	1.48	1.44
20	5.52	6.07	4.88	5.05	1.48	1.44
21	5.52	6.07	4.88	5.05	1.48	1.44
22	5.37	6.13	4.65	5.10	1.38	1.45
23	5.24	6.19	4.45	5.15	1.29	1.46
24	5.13	6.25	4.27	5.19	1.22	1.47
25	5.03	6.32	4.12	5.24	1.15	1.49
26	4.95	6.38	3.99	5.29	1.10	1.50
27	4.96	6.53	3.94	5.50	1.06	1.58
28	5.01	6.74	3.93	5.70	1.05	1.65
29	5.10	7.01	3.96	5.92	1.04	1.71
30	5.23	7.33	4.03	6.15	1.04	1.76
31	5.39	7.70	4.13	6.40	1.06	1.82
32	5.60	8.12	4.26	6.67	1.08	1.87
33	5.84	8.59	4.42	6.99	1.12	1.94
34	6.11	9.11	4.61	7.35	1.16	2.02
35	6.42	9.67	4.84	7.75	1.22	2.11
36	6.76	10.28	5.11	8.20	1.29	2.22
37	7.14	10.93	5.41	8.72	1.37	2.36
38	7.56	11.62	5.75	9.30	1.46	2.53
39	8.01	12.35	6.13	9.95	1.57	2.72
40	8.50	13.13	6.55	10.68	1.70	2.96
41	9.03	13.95	7.03	11.49	1.85	3.23
42	9.61	14.81	7.57	12.38	2.02	3.54
43	10.23	15.73	8.17	13.36	2.21	3.89
44	10.91	16.68	8.84	14.44	2.44	4.28
45	11.64	17.69	9.59	15.62	2.70	4.73
46	12.43	18.74	10.42	16.89	2.99	5.21
47	13.29	19.86	11.36	18.28	3.32	5.75
48	14.22	21.04	12.40	19.77	3.70	6.34
49	15.24	22.28	13.57	21.37	4.14	6.98
50	16.35	23.59	14.87	23.09	4.63	7.66

Waiting Period:	30 Days		60 Days		90 Days	
Age Next Birthday**	Male	Female	Male	Female	Male	Female
51	17.56	24.98	16.32	24.92	5.18	8.40
52	18.89	26.46	17.94	26.88	5.81	9.19
53	20.34	28.04	19.75	28.96	6.51	10.02
54	21.93	29.73	21.75	31.17	7.30	10.90
55	23.68	31.54	23.99	33.50	8.18	11.83
56	25.60	33.49	26.47	35.96	9.17	12.80
57	27.72	35.59	29.23	38.56	10.27	13.80
58	30.06	37.87	32.29	41.30	11.49	14.85
59	32.65	40.34	35.68	44.17	12.85	15.92
60	35.52	43.04	39.44	47.18	14.35	17.02
61	38.71	45.98	43.60	50.35	16.01	18.15
62	42.25	49.22	48.20	53.67	17.84	19.29
63	46.19	52.79	53.04	56.90	19.72	20.30
64	40.60	45.87	44.31	46.39	15.94	15.80
65	17.88	20.27	16.45	17.25	5.18	5.03

\* Premiums are subject to stamp duty based on the stated residence of the Insured Member, ranging from approximately 0% to 11% of the premium (subject always to Government legislation). If you would like more information, contact us on 1300 022 762 or by email at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

\*\* Age next birthday is determined on each premium payment date.

The amount of premium you pay for cover will be adjusted by your occupational loading shown in the following table.

Occupation category	Income Protection
Professional	0.90
White Collar	1.00
Light Blue Collar	1.375
Blue Collar	2.30
Heavy Blue Collar	3.00
Hazardous / Special Risk	Not insurable

#### Example

Victoria is turning 32 on her next birthday and is currently working in an occupation with an occupational category of White Collar, earning \$90,000 per annum. Victoria has applied for Income Protection cover and been accepted for an Insured Amount of \$67,500 (75% of Income) with a 60 day Waiting Period.

In the event of a claim, Victoria's Monthly Benefit will be \$5,625 (Insured Amount ÷ 12).

Victoria's premiums will be calculated by multiplying her premium rate and occupational loading against the Monthly Benefit divided by 100.

Premium = \$5,625 ÷ \$100 × 6.67 (female, ANB 32, 60 day Waiting Period × 1.0 (White Collar))  
 Premium = \$375.19 per annum plus applicable Stamp Duty, deducted monthly in arrears.

Your occupation category will be assessed by the Insurer at the time of application. If, whilst insured in the Fund, your circumstances change, you can submit a form to change your occupation category. Your premiums will be adjusted from the date your change is requested.



Occupation category	Generally applies to:
Professional	Insured members that would be considered White Collar professionals performing no manual duties who have a tertiary qualification or registered with a professional body and earning a minimum income of \$100,000 per annum such as doctors, lawyers and accountants.
White Collar	Insured members in clerical, administration and managerial occupations involving office duties only and who do less than 10% light manual duties such as administrators, book-keepers, computer operators.
Light Blue Collar	Insured members in certain light-manual skilled workers such as travelling sales representatives, photocopy/TV repairers, claims/loss assessors, purchasing officer.
Blue Collar	Insured members that are qualified tradespeople involved in non-hazardous industries doing light-manual work such as qualified cabinet makers, qualified carpenters, qualified mechanic. Insured members that are not Gainfully Employed at the time of their application will be insured as Blue Collar.
Heavy Blue Collar	Insured members that are unskilled workers and Blue Collar workers in heavy manual occupations who have no unusual accident or health hazards such as cleaners or bricklayers.

Information about the occupation category which applies to specific occupations and employment circumstances can be obtained by contacting us on 1300 022 762 or by emailing us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

The payment of insurance premiums for Income Protection will be waived by the Insurer during a period for which Income Protection benefits are payable to you.

#### When a Benefit is Payable

Subject to the terms and conditions of the relevant insurance policy, a Monthly Benefit will become payable to you if you satisfy the Total Disability or Partial Disability definition at the expiration of the Waiting Period. Refer to the definitions of Partial Disability and Total Disability in the later sections of this Insurance Guide for when you will qualify for a Partial Disability benefit or Total Disability benefit.

An Injury must be caused by an accident occurring while you are insured under the relevant insurance policy and result solely and directly and independently of pre-existing conditions or any other cause. A Sickness must manifest itself while you are insured under the relevant insurance policy.

In some circumstances, an Income Protection claim will be assessed against your ability to perform any occupation (not just your own occupation). Refer to the "Leave from employment" section on the next page of this Booklet for when this occurs.

An Income Protection benefit may be payable to you if you satisfy the Partial Disability definition beyond the end of the Waiting Period and you have been Totally Disabled for at least 14 consecutive days during the Waiting Period.

When you have been approved for a claim, the payment of benefits will continue until the earliest of:

- the expiry of the Maximum Benefit Period;
- the date you are no longer Partially Disabled (for a Partial Disability benefit) and Totally Disabled (for a Total Disability benefit);
- you attain age 65; and
- you die.

The Waiting Period is calculated in accordance with the provisions in the relevant insurance policy and may be affected by any days that you return to work during this period. You can return to work for up to 2 days during the Waiting Period without any impact on your Waiting Period.

Proof of a disability must be provided to the Insurer's reasonable satisfaction within 90 days of you suffering a loss. Proof must be established by such reports, written declarations or by other means as the Insurer may reasonably require. Failure to provide such proof within 90 days will not invalidate or reduce any claim if it was not reasonably possible to provide proof within the stated timeframe and, except in the case of legal incapacity, no later than 1 year from the date the proof is required.

In respect of a claim that arises while you are overseas, the Insurer may require a medical examination to be conducted in Australia as part of its consideration of a claim.

The Insurer may arrange for you to be examined by a Registered Medical Practitioner at the Insurer's expense when so often as the Insurer may reasonably require for the duration of the claim.

### **Benefit Amount**

Your Monthly Benefit is the lesser of 75% of your Pre-Disability Income and your Amount Insured, and will be reduced by any offset benefits as set out below.

Your benefit will be paid at the end of each month in which you are entitled to be paid. For a part month, the Insurer will pay one-thirtieth of the benefit for each day of disability.

A Partial Disability benefit will be a proportion of the Monthly Benefit calculated in accordance with the following formula.

Partial Disability Benefit =  $(A-B) \div A \times C$   
where:

- A is your Pre-Disability Income;
- B is your Income which you are actually earning or capable of earning during the month of Partial Disability; and
- C is the Monthly Benefit.

### **Offset Benefits**

In the event of a claim, the benefit payment will be reduced by any amount which is paid or required to be paid in respect of you for any of the following:

- payments made under Workers' Compensation or Transport Accident Compensation or similar legislation in relation to your Injury or Sickness;
- income protection benefits from other insurance companies;
- sick leave entitlements from any source; and
- any income you continue to receive from your employer whilst on claim.

If any of the above are paid in the form of a commuted lump sum, the Insurer will convert this lump sum to an equivalent monthly payment deemed to be one-sixtieth of the lump sum payment.

### **Rehabilitation Expenses**

Approved rehabilitation expenses may be reimbursed by the Insurer and are limited to a maximum of six

months' benefit payments. Rehabilitation expenses must relate to rehabilitation programs designed to rehabilitate your return to your pre-disablement occupation or retrain you into a new occupation.

### **Concurrent Disability**

If you are Totally Disabled because of more than one Injury or Sickness, or from both, benefits are payable in respect of only one Injury or Sickness as determined by the Insurer based on medical evidence.

### **Recurrent Disability**

If you have returned to work after being paid an Income Protection benefit and there is a recurrence of your disablement from the same or related cause within 6 months of payments ceasing, the Insurer may recommence benefit payments, waiving the Waiting Period. This will be a continuation of the original claim and therefore maximum benefit period will be adjusted to take into account the prior benefit payments. Otherwise the recurrent disability may be treated as a separate claim, subject to satisfaction of the Waiting Period.

### **Cover exclusions**

A Total Disability or Partial Disability benefit will not be payable where the loss, fatal or non-fatal, is caused by or results from:

- any intentional self-inflicted injury or attempted suicide or self-destruction while either sane or insane; or
- service in the armed forces of any country or international organisation; or
- uncomplicated pregnancy, childbirth or miscarriage.

### **Leave from employment**

Where you take a period of approved leave without pay (including maternity or paternity leave) cover will continue for up to 12 months, subject to the payment of premiums.

Where you are on leave without pay or unemployed for 3 months or more, but less than 12 months, immediately preceding the occurrence of an event giving rise to a claim, then any Income Protection claim is assessed against your ability to perform **any** occupation.

Income Protection cover may continue beyond 12 months provided you apply to the Insurer and are accepted by the Insurer.

### **When Cover Ends**



Income Protection cover will cease at midnight on the earliest of:

- the date you reach age 65;
- the date you cancel cover;
- the date your account has been inactive for a continuous period of 16 months and you have not made an election to keep your insurance cover even when your account is inactive (refer to page 18 for further information);
- the date the relevant insurance policy terminates;
- the date you cease to be a member of the Fund;
- the date you cease to be in active continuous employment for at least 15 hours per week (subject to special arrangements that apply as outlined under 'Leave from employment' section);
- the date you die;
- the date you retire from the workforce; and
- 30 days from the date a premium remains unpaid (i.e. insufficient funds being in your account).

If Income Protection benefits become payable, payments will cease after 2 years, if you die or are no longer disabled or on reaching age 65, whichever is earlier.

## Important Additional Information

### Overseas Cover

If you hold insurance through the Fund you will be provided with cover 24 hours a day seven days a week subject to the terms below.

If you are an Australian citizen or an Australian permanent resident and are working outside of Australia for your employer or residing overseas, cover is available for up to a maximum of 4 years for Death Only cover or Death and TPD cover. The details regarding your overseas location must be provided to the Insurer when requested.

If you are seconded overseas for reasons of your employment, Income Protection cover will continue for a period of up to 12 months.

Cover may be extended beyond 4 years for Death Only cover or Death and TPD cover, or beyond 12 months for Income Protection cover, provided the request for extension is made in writing to the Insurer prior to the expiry of the 4 year or 12 month period (as applicable) and the request is accepted by the Insurer. In these circumstances, a premium loading, cover exclusion and/or restriction may be applied to your cover.

Insurance cover is subject to the continuing remittance of insurance premiums whilst you are living, working or travelling overseas.

### War Provision

In the event of war, acts of terrorism, civil commotion or any act of invasion (whether declared or undeclared) in which the Commonwealth of Australia's armed forces are involved or the country of your residence (including temporary residence) is involved, then the Insurer reserves the right to increase premiums under the Policy.

If the increased premiums are not paid, then benefits payable on death, Terminal Illness, or Total and Permanent Disablement, or Income Protection benefits arising (if not excluded), will be reduced in the same proportion as the premium being paid bears to the premium payable.

### Cover ceases on inactive accounts

From 1 July 2019, we are required by law to cancel insurance cover on your account if your account has been inactive for a continuous period of 16 months and you have not made an election to keep insurance cover.

Your account will become inactive if we have not received a contribution (such as an employer contribution or a personal contribution) or rollover into your account.

We will write to you before we cancel your cover to ask if you would prefer to keep your cover. You can make an election to keep cover even if your account becomes inactive by completing the election form or by emailing us at [info@crueltyfreesuper.com.au](mailto:info@crueltyfreesuper.com.au).

### Insurance Definitions

Some of the terms used in this Insurance Guide have a special meaning. These words are capitalised and may be explained in the definitions below. Where a term is capitalised and not explained in the definitions, you should refer to the insurance policies for its meaning.

**Accidental Injury** means a physical injury which occurs whilst the policy is in force that is caused solely and directly by violent, visible, external and unexpected means that is not traceable, even indirectly, to any pre-existing mental or physical condition.

**At Work** means that the Member is:

- (a) actively engaged in his or her normal duties, without limitation or restriction due to injury or sickness and is working his or her normal hours on the applicable date;
- (b) not restricted by injury or sickness from being capable of performing his or her full and normal duties on a full-time basis (for at least 30 hours per week) even though actual employment can be on a full-time, part-time, casual or contract basis; and
- (c) not in receipt of, or entitled to claim, any income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits.

A member will be considered to be At Work on the applicable date, as the context requires, if he or she is on approved leave for reasons not related to injury or sickness, such as maternity/paternity leave, and not taking into the account the leave, is able to meet the At Work definition.

A member who is not Gainfully Employed for reasons other than injury or sickness will be considered to be At Work if the Member is not restricted by Injury or sickness from being capable of performing their full and normal duties on a full-time basis (for at least 30 hours per week) even though the Member is not then

working and the Member is not in receipt of, or entitled to claim, any income support benefits from any source including workers' compensation benefits, transport accident benefits and disability income support benefits.

**Casual Employee** means an Employee of the Employer who is employed on a casual basis and whose Employer is making superannuation guarantee contributions in respect of the Casual Employee.

**Contractor** means an Employee of the Employer who is employed under a written contract for a specified period and whose Employer:

- (a) requires the person to perform identifiable duties for a regular number of hours each week;
- (b) provides the person with annual leave and sick leave entitlements; and
- (c) is making superannuation guarantee contributions in respect of the person.

**Cover Expiry Age** means the age at which cover ceases as set out in the Policy Schedule.

**Fixed Cover** means the Sum Insured does not change with the Member's age.

**Gainful Employment** or **Gainfully Employed** means employment (or employed) or self-employment (or self-employed) for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

**Hazardous Pursuits** means engaging in activities such as abseiling, aviation, boxing, bungee jumping (not one off jump), cycling (racing), cage fighting, football (professional), hang gliding, horse riding (competing only, not dressage), kite surfing, martial arts (contact only), mixed martial arts, motor racing, mountaineering (overseas or above snow line), parachuting (not one off jumps), power boat racing, rafting (white water), rock climbing (not indoors), sailing (ocean racing only), scuba diving (over 30m depth), skiing (competition, jumping, trick skiing), sky diving (not one off jumps), weight lifting (competitions), wrestling and yachting (racing) or any other pursuit or pastime considered by the Insurer to be of a similar degree of risk.

**Incident Date** means for:

- (a) Death benefits: the date the Insured Member dies.

- (b) Terminal Illness benefits: the later of the date that two Medical Practitioners certify in writing that the Insured Member is Terminally Ill.

- (c) TPD benefits:

- i. In respect of Total and Permanent Disablement – Limited Definition – the first day of the sixth consecutive month qualifying period in which the Insured Member is continuously and totally unable to perform at least two of the activities of daily work and medical certification has been provided with respect to that date; or
- ii. In respect of the Total and Permanent Disablement – Standard Definition – the first day of the sixth consecutive month qualifying period being the day immediately after the Insured Member has not performed any work in their occupation solely due to injury, sickness or disease.

#### **Income**

Where an Insured Member is self-employed, a working director or partner in a partnership shall mean the income generated by the business or proactive due to your personal exertion or activities, less the Insured Member's share of necessarily incurred business expenses.

Where the Insured Member is other than self-employed, then the income is the total value of remuneration paid by the Employer including salary, fees, regular commission, regular bonuses, regular overtime and fringe benefits (but excluding mandated superannuation contributions, irregular overtime and unearned income such as investment or interest earnings).

**Injury** (Income Protection only) means a physical injury to the Insured Member caused by an accident occurring while the Insured Member is covered under the Policy and results solely and directly and independently of pre-existing conditions or any other cause. If Total Disability commences after thirty days from the date of an accident, the Total Disability will be deemed to be caused by a Sickness.

**Medical Practitioner** and **Registered Medical Practitioner** means a legally qualified and registered doctor of medicine. It does not include the Insured Member, the Insured Member's Employer, an Employee of the Employer, or the Insured Member's immediate family member or business partner(s).

**Monthly Benefit** is the lesser of 75% of Pre-Disability Income and the Amount Insured.

**New Events Cover** means the Insured Member is only covered for claims arising from a sickness which first becomes apparent, or an injury which first occurs on or after the date the Insured Member's cover commenced or most recently commenced under the Policy.

**Permanent Employee** means an Employee of the Employer who is employed on a permanent basis to perform identifiable duties for at least 20 hours per week and is paid sick and holiday entitlements.

**Partial Disability** means that, due to an Injury or Sickness, which directly caused the Total Disability, the Insured Member:

- i. remains under the regular care, attendance, and following the advice of a Registered Medical Practitioner in relation to that Injury or Sickness
- ii. is unable to perform one or more important duty of his or her occupation;
- iii. is capable of working (whether or not for reward); and
- iv. is earning an Income from his or her occupation or another occupation at a monthly rate of less than his or her Pre-Disability Income.

**Pre-Disability Income** means the average monthly Income earned by the Insured Member over the twelve months immediately prior to the date of commencement of Total Disability.

**Sickness** means sickness or disease suffered by the Insured Member which manifests itself while the Insured Member is covered under the Policy.

**Standard Cover** means the Death only or Death and TPD cover as outlined in the Sum insured table on page 5 of the insurance guide and granted to an Insured Member in accordance with the terms of the Policy.

**Sum Insured** means the amount of cover that is granted by the Insurer to the Insured Member, and is calculated in accordance with the terms of the Policy, or is some other amount of cover as agreed in writing between the Insurer and the Policy Owner from time to time.

**Terminal Illness or Terminally Ill** means:

- (a) two registered Medical Practitioners have certified, jointly or separately, and approved by the Insurer, that the Insured Member suffers from a sickness, or has incurred an injury, that is likely to result in their death within a period (the certification period) that ends no more than 24

months after the end of the date of the certification; and

- (b) at least one of the Medical Practitioners is a specialist practicing in an area related to the sickness or injury suffered by the Insured Member; and
- (c) for each of the certificates, the certification period has not ended.

#### **Total and Permanent Disablement or Totally & Permanently Disabled – Standard Definition**

TPD means that the Insured Member has suffered a disability as a result of an injury, sickness or disease, which has:

- (a) prevented the Insured Member from performing any work in their occupation for an uninterrupted period of at least 6 consecutive months solely due to the same injury, sickness or disease; and
- (b) resulted in the Insured Member attending and following the advice of a Medical Practitioner and has undergone all reasonable and usual treatment including rehabilitation for the injury, sickness or disease; and
- (c) after consideration of all the medical evidence and such other evidence as the Insurer may require, has become, in the Insurer's opinion, incapacitated to such an extent as to render him or her unlikely ever to be able to engage in his or her own occupation and any occupation for which he or she is reasonably suited by education, training and experience.

#### **Total and Permanent Disablement or Totally & Permanently Disabled – Limited Definition**

TPD means that the Insured Member:

- (a) having been for a period of 6 consecutive months after the commencement of the injury, sickness or disease, continuously and totally unable to perform at least two of the following activities of daily living, as certified by a Medical Practitioner appointed by the Insurer, and provided such continued inability is irreversible as certified by that Medical Practitioner.

The activities of daily living are:

- (i) **Bathing:** the ability to wash oneself either in the bath or shower or by sponge bath, without the physical assistance of another person.
- (ii) **Dressing:** the ability to put on or take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and

- unfasten them, without the physical assistance of another person.
- (iii) Eating: the ability to feed oneself once food has been prepared and made available, without the physical assistance of another person.
  - (iv) Toileting: the ability to get to and from and on and off the toilet, without the physical assistance of another person and the ability to manage bowel and bladder functions through the use of protective undergarments or surgical appliances, if appropriate.
  - (v) Transferring: the ability to move in and out of a chair, without the physical assistance of another person,

AND

- (b) after consideration of all the medical evidence and such other evidence as the Insurer may require, has become, in the Insurer's opinion, incapacitated to such an extent as to render him or her unlikely ever to be able to engage in his or her own occupation and any occupation for which he or she is reasonably suited by education, training and experience.

**Total Disability** means that due to Sickness or Injury, the Insured Member:

- (a) is unable to perform his or her own occupation;
- (b) remains under the regular care, attendance, and is following the advice of a Registered Medical Practitioner in relation that Sickness or Injury; and
- (c) is not engaged in any occupation (whether or not for reward).

**Voluntary Cover** means a level of cover elected by an Insured Member in accordance with Clause 2.4 Voluntary Cover of the Death and TPD insurance policy is provided as Fixed Cover under the Policy.

**Waiting Period** means the number of continuous days, as shown in the Policy Schedule, which must elapse before benefits begin to accrue. The Waiting Period commences from the date the Insured member ceased work as a result of Sickness or Injury or the date he or she first consulted a Registered Medical Practitioner for the Injury or Sickness and has been certified unfit for work, whichever occurs the latter.



### **Duty of Disclosure**

The Insurer requires the Trustee to disclose the following information. In the following sections (“Your duty of Disclosure”, “If you do not tell the Insurer something” and “Privacy”), references to the “**Policy Owner**” is the Trustee, references to “**you**” is the Insured Member and references to “**us**” and “**we**” and “**our**” are the Insurer.

The Trustee, as the Policy Owner, owes the Insurer a statutory duty of disclosure under the Insurance Contracts Act 1984 (Cth). As such, it is expected that you will provide the Policy Owner and the Insurer with all information necessary to ensure that the Policy Owner has complied with this statutory duty. This includes you informing the Policy Owner and the Insurer of any changes to your personal circumstances such as employment, address and other information that may be relevant to your insurance cover as soon as possible. Please ensure that you read this information carefully. If you have any questions, please contact the Fund.

### **Your Duty of Disclosure**

You and the Policy Owner have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and any other Insured Member and on what terms. You and the Policy Owner have this duty until we agree to insure you, and also before you extend, vary or reinstate the insurance cover. If you fail to disclose these things to us, we may treat this as a failure to comply with this statutory duty. Any failure by you to disclose may also be treated as a failure by the Policy Owner to comply with this statutory duty. We may then have the rights described in the “if you do not tell the Insurer something” section.

You do not need to tell us anything that:

- reduces our risk; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### **If You Do Not Tell the Insurer Something**

We, as the Insurer, have a number of rights in the event of non-disclosure. In exercising these rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover. The rights are as follows:

- If you do not tell us anything you are required to, and we would not have provided the insurance if

you had told them, we may avoid the contract within 3 years of entering into it.

- If we choose not to avoid the contract, we may, at any time, reduce the amount of insurance provided. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. However, if the contract provides cover on death, we may only exercise this right within 3 years of entering into the contract.
- If we choose not to avoid the contract or reduce the amount of insurance provided, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract provides cover on death.
- If the failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### **Our Privacy Policy**

The privacy of all members is very important to us. Privacy laws require us to make certain disclosures before collecting personal information about applicants and members.

The Privacy Policies of the Trustee, Promoter and the Administrator set out how you can access and correct information we hold about you, how you can complain about a breach of your privacy rights and how your complaint will be handled.

The Trustee’s Privacy Policy can be found at [www.diversa.com.au/trustee](http://www.diversa.com.au/trustee).

The Administrator’s Privacy Policy can be found at [www.supermanagers.com.au](http://www.supermanagers.com.au).

The Promoter’s Privacy Policy can be found at [www.crueltyfreesuper.com.au](http://www.crueltyfreesuper.com.au).



### **Insurer's Privacy Policy**

This section summarises key information in AIA Australia's Privacy Policy, which may be updated from time to time. For further information, please review the most up to date full version of AIA Australia's Privacy Policy on AIA Australia's website at [www.aia.com.au](http://www.aia.com.au).

AIA Australia Limited is part of the AIA Group. Your privacy is important to AIA Australia and AIA Australia Limited is bound by the privacy principles which apply to private sector organisations under the Privacy Act, and other laws which protect your privacy. AIA Australia Limited, AIA Financial Services Limited, AIA Group and their related bodies corporate and joint venture partners (together referred to as "**AIA Australia**") in this section of the insurance guide) provide you the following notification and information about AIA Australia's Privacy Policy and your rights.

### **Why we Collect your Personal Information**

AIA Australia collects, uses and discloses personal and sensitive information ("**Personal Information**") for purposes set out in AIA Australia's Privacy Policy, including to process your applications, enquiries and requests in relation to insurance and other products, for underwriting and reinsurance purposes, to administer, assess and manage your insurance and other products, including claims, and to provide, manage and improve AIA Australia's products and services. AIA Australia may not be able to do these things without your Personal Information.

AIA Australia may also collect, use and disclose Personal Information to understand your needs, interests and behaviours, personalise AIA Australia's dealings with you, to verify your identity, authority to act on behalf of a customer, maintain and update AIA Australia's records, manage AIA Australia's relationship with you, comply with local and foreign laws and regulatory requests, detect, manage and deal with improper conduct and commercial risks and for reporting and research purposes.

AIA Australia may also notify you of offers and other information about products or services AIA Australia thinks may interest you. If you do not wish to receive these direct marketing communications, you may indicate this where prompted or by contacting AIA Australia as set out in AIA Australia's Privacy Policy.

### **How we Collect, Use and Disclose your Personal Information**

AIA Australia may collect your Personal Information from various sources including forms you submit and AIA Australia's records about your use of AIA

Australia's products and services and dealings with AIA Australia, including any telephone, email and online interactions.

AIA Australia may also collect your information from public sources, social media and from the parties described in AIA Australia's Privacy Policy.

AIA Australia is required or authorised to collect Personal Information under various laws including the Life Insurance Act, Insurance Contracts Act, Corporations Act and other laws set out in AIA Australia's Privacy Policy. Where you provide us with Personal Information about someone else, you must have their consent to provide their Personal Information to AIA Australia in the manner described in AIA Australia's Privacy Policy.

AIA Australia may collect your Personal Information from, and exchange your Personal Information with, AIA Australia's related bodies corporate including without limitation, joint venture entities ("**Affiliates**") and third parties, including the life insured, policy owner or beneficiaries of your insurance policy, AIA Australia's service providers and contractors and service providers and contractors of AIA Australia's Affiliates, your representatives or intermediaries (including without limitation, your financial adviser and the Australian Financial Service Licensee they represent, the distributor of your insurance policy, the trustee or administrator of your superannuation fund, your employer, unions of current and former staff members of AIA Australia (including contractors) or anyone acting on your behalf including any other representative or intermediary) ("**Representatives**") your bank or health providers, partners used in AIA Australia activities or business initiatives, reinsurers, insurance brokers and intermediaries, distributors, regulatory and law enforcement agencies, and other parties as described in AIA Australia's Privacy Policy.

Parties to whom AIA Australia discloses Personal Information may be located in Australia, South Africa, the US, Europe, Asia and other countries including those set out in AIA Australia's Privacy Policy. The Australian Privacy Principle 8.1 applies to disclosing Personal Information to overseas recipients. AIA Australia is also subject to a range of other legal and regulatory obligations which may require them to impose contractual privacy controls on overseas parties handling Personal Information on their behalf.

Where AIA Australia provides your Personal Information to a third party, the third party may collect, use and disclose your Personal Information in accordance with their own privacy policy and

procedures. These may be different to those of AIA Australia.

### **Other Important Information**

By providing information to AIA Australia or your Representatives, the trustees or administrators of a superannuation fund, submitting or continuing with a form or claim, or otherwise interacting or continuing your relationship with AIA Australia, you confirm that you agree and consent to the collection, use (including holding and storage), disclosure and handling of Personal Information in the manner described in the most up to date version of AIA Australia's Privacy Policy on AIA Australia's website and that you have been notified of the matters set out in AIA Australia's Privacy Policy before providing Personal Information to AIA Australia. You agree that AIA Australia may not issue a separate notice each time Personal Information is collected.

You must obtain and read the most up to date version of the AIA Australia Privacy Policy from AIA Australia's website at [www.aia.com.au](http://www.aia.com.au) or by contacting AIA Australia on 1800 333 613 to obtain a copy. You have the right to access the Personal Information AIA Australia holds about you, and can request the correction of your personal data if it is inaccurate, incomplete or out of date. Requests for access or correction can be directed to AIA Australia using the details in the 'Contact AIA Australia' section below. AIA Australia's Privacy Policy provides more detail about AIA Australia's collection, use (including handling and storage), disclosure of Personal Information and how you can access and correct your Personal Information, make a privacy related complaint and how AIA Australia will deal with that complaint, and your opt-out rights.

For the avoidance of doubt, the Privacy Policy applicable to the management and handling of Personal Information will be the most current version published at [www.aia.com.au](http://www.aia.com.au), which shall supersede and replace all previous Privacy Policies and/or Privacy Statements and privacy summaries that you may receive or access, including but not limited to those contained in or referred to in any telephone

recordings and calls, websites, applications, underwriting and claim forms, Product Disclosure Statements and other insurance and disclosure statements and documentation.

### **Contact the Insurer**

If you have any questions or concerns about your Personal Information, please contact AIA Australia as set out below:

The Compliance Manager  
AIA Australia Limited  
PO Box 6111  
Melbourne VIC 3004  
Phone 1800 333 613

### **Prohibition of Certain Transactions**

The Trustee and the Insurer, AIA Australia, are governed by controls which mean your insurance cover may be affected.

The Trustee cannot pay you a benefit payment or provide you with cover if that cover or payment would breach or violate any of the below:

- United Nations resolutions;
- prohibitions or restrictions relating to trade or economic sanctions, including orders made by the United States' Office of Foreign Assets Control; or
- any laws, regulations, government policy, regulatory guidance or regulator requests (including in relation to trade or economic sanctions) applicable to the cover, payments, services or benefits (collectively, the "Prohibitions").

The Trustee normally provides insurance benefits to the extent they are available under the relevant insurance policy that the Trustee holds for the purposes of the Fund. Please note that from 24 June 2017, the Insurer may not be able to provide benefit payments that would contravene Prohibitions covering the European Union or other applicable jurisdictions, due to the terms of the policy and relevant agreements affecting the Insurer.