

LUTHERAN CHURCH OF AUSTRALIA
GROUP INCOME PROTECTION
POLICY DOCUMENT

This policy document no. K006332 sets out the conditions of the contract between
The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809
and the *policyowner* .

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1. BENEFITS

1.1 Total Disability Benefit

1.1.1 We will pay you a *total disability benefit* if an *insured member* is *totally disabled* immediately after the *waiting period* has ended.

1.1.2 The amount of the *total disability benefit* is:

- (a) the *monthly benefit* reduced by the amount of *disability income*; plus
- (b) the *super monthly benefit*, if any, reduced by the amount of *disability super*;

but will not exceed the *maximum monthly benefit*.

1.1.3 If the amounts under conditions 1.1.2(a) and 1.1.2(b) exceed the *maximum monthly benefit* in total, the *total disability benefit* will be paid as follows:

- (a) we will pay the amount under condition 1.1.2(a), up to the *maximum monthly benefit*; and
- (b) we will pay the amount under condition 1.1.2(b), up to the amount by which the *maximum monthly benefit* exceeds the amount we pay under condition 1.1.3(a).

1.1.4 The *total disability benefit* starts the day after the *waiting period* has ended.

1.1.5 The *total disability benefit* ends on the earliest of the following:

- (a) the *insured member* is no longer *totally disabled*;
- (b) the *benefit payment period* ends;
- (c) the *insured member* reaches the *cover expiry age*;
- (d) the *insured member* dies.

1.1.6 On receipt of a *total disability benefit*, you must ensure that the part of the benefit which comprises the *super monthly benefit*, if any, is paid by you, for the benefit of the *insured member*, to a regulated superannuation plan which complies with relevant superannuation and taxation laws and can accept the payment without breaching those laws.

1.2 Partial Disability Benefit

1.2.1 We will pay you a *partial disability benefit* if an *insured member* is *partially disabled* immediately after the *waiting period* has ended.

1.2.2 The amount of the *partial disability benefit* is:

- (a) the *partial monthly benefit* reduced by the amount of *disability income*; plus
- (b) the *partial super monthly benefit*, if any, reduced by the amount of *disability super*;

but will not exceed the *maximum monthly benefit*.

1.2.3 The *partial disability benefit* starts the day after:

- (a) the *waiting period* has ended;

(b) the *insured member* is no longer *totally disabled*;

whichever is later.

1.2.4 The *partial disability benefit* ends on the earliest of the following:

(a) the *insured member* is no longer *partially disabled*;

(b) the *benefit payment period* ends;

(c) the *insured member* reaches the *cover expiry age*;

(d) the *insured member* dies.

1.2.5 On receipt of a *partial disability benefit*, you must ensure that the part of the benefit which comprises the *partial super monthly benefit*, if any, is paid by you, for the benefit of the *insured member*, to a regulated superannuation plan which complies with relevant superannuation and taxation laws and can accept the payment without breaching those laws.

1.3 **Rehabilitation Expense Benefit**

1.3.1 We will meet the rehabilitation expenses for an *insured member* who is *disabled* if:

(a) we approve the rehabilitation expenses in writing before they are incurred; and

(b) the expenses are incurred to directly assist the *insured member* to return to work in a gainful occupation or to undertake a vocational retraining program because of his or her *disability*.

1.3.2 Generally, these expenses include the cost of a rehabilitation program (other than an *excluded rehabilitation program*) which a *medical practitioner* certifies is necessary for the *insured member's* rehabilitation.

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

1.3.4 The maximum amount we pay for rehabilitation expenses in respect of the *insured member* for any one *disability* is the lesser of:

(a) the expenses; and

(b) 24 times the *cover amount*;

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

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

1.3.5 Subject to condition 1.3.1, we may pay rehabilitation expenses from the start of the *waiting period*.

1.4 **Recurrent Disability Benefit**

The *waiting period* does not apply if the *insured member* is *disabled* again from the same or a related cause within 6 months of you last receiving a *disability* benefit for the *insured member*. However, we will treat this as a continuation of the original claim and add both periods of *disability* (and any subsequent periods) together to determine when the *benefit payment period* ends.

1.5 **Indexation Of Benefit Payments**

If we are paying a *disability* benefit for an *insured member* and the *benefit payment period* exceeds 2 years, the *monthly benefit* and any *super monthly benefit* will each be increased by the percentage increase in the *consumer price index* at the end of each consecutive 12 month period for which benefits are payable, up to a maximum of 7.5%.

1.6 **Donor Elected Transplant Benefit**

1.6.1 We will pay you a one off amount equal to two times the *cover amount* if an *insured member* undergoes a *donor elected transplant* and the *insured member* has not previously undergone such a transplant.

1.6.2 This benefit will not be paid for an *insured member* if the *insured member* undergoes a *donor elected transplant* less than 90 days after the start or restart of cover for that *insured member*.

1.6.3 This benefit is payable from the date the *insured member* undergoes the *donor elected transplant*. The occurrence of the *donor elected transplant* must be certified in writing by a *medical practitioner*. This benefit will only be paid once for an *insured member*.

1.7 **Death Benefit**

If an *insured member* dies while you are entitled to receive a *disability* benefit in respect of that *insured member*, we will pay you a one off amount equal to two times the *cover amount*.

2. **START OF COVER**

2.1 **Start Of Cover**

Subject to conditions 2.2 to 2.6, cover for a person starts under this policy from:

- (a) the *policy commencement date*, if the person was insured under the *previous policy* on the day before the *policy commencement date*;
- (b) the *takeover date*, if the person was insured under a *takeover policy* on the day before the *takeover date* and condition 2.1(a) does not apply to the person;
- (c) the date on which the person first meets the *eligibility criteria* on or after the *policy commencement date*, if neither condition 2.1(a) nor 2.1(b) applies to the person;
- (d) the *special offer date*, if the person accepts the *special offer* by the *special offer date*;
- (e) the date we agree in writing to provide cover, if none of conditions 2.1(a), (b), (c) or (d) apply to the person.

2.2 **Initial Takeover Cover**

2.2.1 A person to whom condition 2.1(a) applies and:

- (a) who was *at work* with the *employer* on the last working day immediately before the *policy commencement date*, receives cover under this policy which is not limited as specified in paragraph (b).

- (b) who was not *at work* with the *employer* on the last working day immediately before the *policy commencement date*, receives cover under this policy but excluding cover for any *disability* arising from an illness or injury where that illness or injury is the reason the person was not *at work* with the *employer* on the last working day immediately before the *policy commencement date*. This limitation applies to the cover the person receives under this policy from the date the cover started up until the date the person is *at work* (in terms of paragraph (a) of that definition) with the *employer* on or after the *policy commencement date*.

2.2.2 Within 90 days after the *policy commencement date*, you must, for each person to whom condition 2.1(a) applies, provide us with an “at work” certificate from the *employer* confirming whether or not the person was *at work* with the *employer* on the last working day immediately before the *policy commencement date*.

2.2.3 We may apply to the cover the person receives under this policy, any exclusion or special condition which, on the day before the *policy commencement date*, applied to the person’s cover under the *previous policy*.

2.3 **New Takeover Cover**

2.3.1 A person to whom condition 2.1(b) applies and:

- (a) who was *at work* with his or her *former employer* on the last working day immediately before the *takeover date*, receives cover under this policy which is not limited as specified in paragraph (b).
- (b) who was not *at work* with his or her *former employer* on the last working day immediately before the *takeover date*, receives cover under this policy but excluding cover for any *disability* arising from an illness or injury where that illness or injury is the reason the person was not *at work* with his or her *former employer* on the last working day immediately before the *takeover date*. This limitation applies to the cover the person receives under this policy from the date the cover started up until the date the person is *at work* (in terms of paragraph (a) of that definition) with the *employer* on or after the *takeover date*.

2.3.2 Within 90 days after the *takeover date*, you must, for each person to whom condition 2.1(b) applies, provide us with an “at work” certificate from the *former employer* confirming whether or not the person was *at work* with the *former employer* on the last working day immediately before the *takeover date*.

2.3.3 We may apply to the cover the person receives under this policy, any exclusion or special condition which, on the day before the *takeover date*, applied to the person’s cover under the *takeover policy*.

2.4 **Limited Cover**

If:

- (a) cover starts or restarts under condition 2.1(c) or (d) for a person; and
- (b) the person was not in *active employment* on the date his or her cover started or restarted;

the cover the person receives under this policy, from the date the cover started or restarted to the date the person is in *active employment* for 2 consecutive months after the person’s cover last started or restarted, is *limited cover*.

2.5 When Cover Does Not Start

Cover does not start or restart for a person under condition 2.1(c) if:

- (a) in respect of the person's most recent employment or engagement by the *employer*, the person first met the *eligibility criteria* more than 90 days after the person first became an *employee* of the *employer*;
- (b) the person was an *employee* of the *employer* on the day before the *policy commencement date* and was not insured under the *previous policy* on that day;
- (c) the person was an *employee* of the *former employer* on the day before the *takeover date* and was not insured under the *takeover policy* on that day;
- (d) the person was previously insured under this policy and that cover ended; or
- (e) the person received cover under a new individual policy pursuant to condition 9.

2.6 When Cover Restarts

2.6.1 Despite condition 2.5(d), if:

- (a) the cover, which last applied to a person who was previously insured under this policy, ended under condition 4(b), (c), (g) or (h); and
- (b) subsequent to the end of that cover the person meets the *eligibility criteria*;

the person's cover under this policy restarts under condition 2.1(c). However, the cover only restarts effective from the date on which the person first met the *eligibility criteria* after the cover referred to in paragraph (a) ended under condition 4(b), (c), (g) or (h).

2.6.2 If condition 2.6.1 applies to restart cover under condition 2.1(c), the cover the person receives under this policy, from the date the cover restarted to the date *we* agree in writing to provide *full cover*, is *limited cover*.

2.7 Reinstatement of Cover

2.7.1 A person who was previously insured under this policy and cover has ended under condition 4(d), may apply to reinstate that cover.

2.7.2 Where cover for an *insured member* has ended under condition 4(d), the *automatic acceptance limit* does not apply and any application for cover will be subject to condition 3.6.

3. AMOUNT OF COVER

3.1 Amount Of Cover For An Insured Member

Subject to conditions 3.2 to 3.7 and any changes to the amount of cover under any other condition of this policy or to which *we* otherwise agree in writing, the amount of cover applying to an *insured member* is the *cover amount*.

3.2 **Amount Of Initial Takeover Cover**

For an *insured member* to whom condition 2.1(a) applies, we provide cover in an amount equal to the *initial takeover cover* or in such other amount we agree in writing to provide for the *insured member*. This is subject to conditions 3.4 to 3.7.

3.3 **Amount Of New Takeover Cover**

For an *insured member* to whom condition 2.1(b) applies, we provide cover in an amount equal to the *new takeover cover* or in such other amount we agree in writing to provide for the *insured member*. This is subject to conditions 3.4 to 3.7.

3.4 **If The Automatic Acceptance Limit Applies**

If the *automatic acceptance limit* applies for an *insured member*, the cover for that *insured member* applies up to the *automatic acceptance limit* without us giving you written acceptance of that cover.

3.5 **Cover Above The Automatic Acceptance Limit**

Cover in excess of the *automatic acceptance limit* does not apply for an *insured member*, unless we give you written acceptance of that additional cover. We may apply exclusions or other special conditions to the *insured member's* additional cover.

3.6 **If The Automatic Acceptance Limit Does Not Apply**

If the *automatic acceptance limit* does not apply for an *insured member*, no cover applies to the *insured member* unless we agree in writing to provide cover for the *insured member*. We may apply exclusions or other special conditions to the *insured member's* cover.

3.7 **Automatic Variation Of Cover**

The amount of cover applying to an *insured member* can increase or decrease in line with the *insured member's income* without the requirement for us to confirm the *insured member's annual salary or remuneration* (as provided for under the definition of "*income*") but an increase in the amount of cover:

- (a) will only apply if our written acceptance of the increase is not required under any other provision of condition 3;
- (b) will only apply to the extent that it does not, during a *policy year*, result in the amount of cover applying to the *insured member* increasing in total by more than 25% of the amount which applied on the later of the date cover started or restarted for the *insured member* and the most recent *review date*; and
- (c) will only apply to the extent that it does not result in the amount of cover exceeding the *maximum monthly benefit*.

The premium will be adjusted to take into account the variation in the cover for an *insured member*.

4. **END OF COVER**

Cover for an *insured member* under this policy ends on the earliest of the following:

- (a) the *insured member* reaches the *cover expiry age*;
- (b) the *insured member* is no longer an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours*;
- (c) the *insured member* is no longer an *employee* of the *employer*;
- (d) if we agree for you to terminate cover for individual *insured members* under this policy, the date we receive a written request from you to cancel the *insured member's* cover or on another date we agree to in writing;
- (e) the date the policy terminates (subject to condition 5);
- (f) the *insured member* joins any armed forces (other than the Australian Armed Forces Reserve);
- (g) if the *insured member* is an employee of the *employer*, goes on leave without pay and any of the *leave without pay requirements* or *suspension of cover requirements* are not satisfied, the date on which such leave commences;
- (h) if the *insured member* is an employee of the *employer*, goes on leave without pay and all of the *leave without pay requirements* or *suspension of cover requirements* are satisfied, the date on which the *insured member* has continuously been on leave without pay for 12 months after the leave commenced;
- (i) in respect of *category C members* only, the end of the month in which the balance of the *insured member's superannuation account*, if any, in the *fund* reaches zero, unless we agree otherwise;
- (j) the *insured member* dies;
- (k) the date the cover terminates under condition 8.4.3.

5. COVER AFTER POLICY TERMINATES

5.1 Continued Cover

Continued cover applies to a person if:

- (a) on the date of termination of this policy, he or she was an *employee* of the *employer* on a *permanent basis*;
- (b) on the day before the date of termination of this policy, he or she was an *insured member*; and
- (c) he or she was not *at work* with the *employer* on the last working day immediately before the date of termination of this policy.

However, we will only pay a benefit on account of *continued cover* if that benefit would have been payable had this policy not terminated.

5.2 Notice Of Insured Members Who Are Not At Work

We require you to give us written notice of *insured members* who are not *at work* with the *employer* on the last working day immediately before the date of termination of this policy, within 90 days of the date of termination.

5.3 End Of Continued Cover

Continued cover for the person ends on the earliest of the following:

- (a) the person has returned to work after the date of termination of this policy and actively performed all the duties and work hours of his or her usual occupation free of any limitation due to illness or injury and is not entitled to or receiving income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits;
- (b) we make a decision on any claim for the person under *continued cover*;
- (c) the person is no longer an *employee* of the *employer*;
- (d) the person reaches the *cover expiry age*.

6. LIMITATIONS AND EXCLUSIONS

6.1 One Benefit At A Time

We will only pay benefits for a person for one *disability* at a time.

6.2 Exclusions

6.2.1 We will not pay a benefit under this policy if an illness, injury or medical condition is directly or indirectly caused by:

- (a) intentional self-inflicted injury or infection or attempt at suicide (whether or not the person is sane at the time);
- (b) *normal pregnancy or childbirth*; or
- (c) *war*.

6.2.2 We will not make a payment under this policy if the payment would cause *us* to infringe any legislation in connection with health insurance, including the Private Health Insurance Act 2007 (Cth).

6.3 Maximum Benefit Payment Period

The maximum time we pay a benefit for *disability* resulting from any one or related cause is the number of months in the *benefit payment period*. The number of months in the *benefit payment period* includes any months in which the benefit is reduced or is calculated to be zero.

6.4 Maximum Payment For Disability Outside Australia

- 6.4.1 The maximum time in total we pay a benefit for a *disabled insured member* while he or she is outside Australia is 6 months.
- 6.4.2 The maximum time in total we pay a benefit for a *disabled insured member* upon return to Australia is the *benefit payment period* less any period in which a benefit was paid while he or she was outside Australia.

6.5 Worldwide Cover

- 6.5.1 Cover for an *insured member* under this policy applies outside Australia up to the date which is 13 weeks after the end of the *guarantee period*. After this date no cover applies outside Australia for the *insured member*, unless we agree otherwise in writing before the *insured member* leaves Australia.
- 6.5.2 However, we may require an *insured member* to return to Australia for assessment of a claim as soon as medically possible. If we do this we will not pay, or be liable for, any costs or expenses related to the *insured member's* return to Australia. Payment of any benefit under this policy is conditional on the

insured member returning to Australia for such an assessment. When the *insured member* returns to Australia the *insured member* must be under the immediate care of a *medical practitioner*.

6.5.3 We may apply an exclusion or special condition to the cover for the *insured member*.

6.6 Leave Without Pay

If an *insured member* is on leave without pay at the date the *insured member* becomes *disabled*, and the *insured member* is covered under this policy on that date, benefit payments for the *insured member* will not commence until after the *insured member's* specified return date that was approved by the *employer* before the *insured member* went on leave.

6.7 Suspension of Cover

6.7.1 If an *insured member* is

(a) on leave without pay at the date the *insured member* becomes *disabled*,

and

(b) has satisfied the *suspension of cover requirements*

then no benefit is payable for any *disability* which either arises during the period of leave without pay, or prevents the *insured member* from returning to work at the end of the leave without pay period.

6.7.2 For the purposes of condition 6.7.1, an *insured member* will have satisfied the *suspension of cover requirements* if the following conditions are met:

(a) the *insured member* is employed immediately before he or she goes on leave without pay;

(b) the *insured member's employer* approves the period of leave in writing before the *insured member* goes on leave; and

(c) the *insured member* requests suspension of cover in writing.

7. CLAIMS

7.1 When To Make A Claim

You must notify *us* in writing as soon as possible after *you* become aware of any claim or potential claim. If *you* delay notifying *us* of a claim, and as a result *our* interests are prejudiced, *we* may not pay the claim or may, in some circumstances, reduce the benefit under applicable laws.

7.2 Our Requirements

When *we* are satisfied of *our* liability to pay a benefit *we* must pay it. With the exception of the expenses referred to in condition 7.3, which *we* will pay for, *you* must provide *us*, at no expense to *us*, with any evidence *we* reasonably consider is necessary to satisfy *us* of *our* liability to pay a claim, including any reports from *medical practitioners* that have treated the *insured member*.

7.3 Medical Examinations That We Arrange

We may require the *insured member* to undergo such medical examinations and non-invasive tests we reasonably consider to be necessary to satisfy us of our liability to pay a claim for a benefit. If we choose to arrange such medical investigations:

- (a) we have the discretion to appoint a *medical practitioner* of our choice;
- (b) we will pay the *medical practitioner's* fees and the costs of any tests or procedures the *insured member* undergoes at our request;
- (c) unless we agree otherwise in writing, we will not pay any other costs related to the *insured member's* attendance on the *medical practitioner* including fees incurred for travelling to an appointment or for non-attendance at an appointment.

7.4 **Confidential Information In Relation To Claims**

If we provide you with information that we obtain in the course of assessing a claim:

- (a) you must deal with that information in accordance with the Privacy Act 1988 (Cth) and that information must at all times remain confidential to you, unless you have a statutory obligation to disclose it;
- (b) any person you appoint to assist you manage or assess claims must agree to be bound by the same obligations that you have under this condition 7.4.

7.5 **Evidence In Support Of A Claim**

We may refuse to accept any evidence in support of a claim, including a report of a *medical practitioner* if it is illegible or is not written in the English language. Before we consider evidence given to us in support of a claim, we may, at no expense to us, require you to have the evidence transcribed into a form in which it can be comprehended in English and appropriately certified to be a true copy of the original.

8. **PREMIUM**

8.1 **Time To Pay Premium**

The premium is payable in advance on or before each *premium due date*.

8.2 **Amount Of Premium**

The amount of the premium is the total cost of cover for all *insured members* during the relevant period based on the *premium rates* for that period including stamp duty and any loadings for premiums paid more frequently than annually plus any other government levies, taxes or charges not included in the *premium rates*.

8.3 **Premium Adjustment**

- 8.3.1 At each *review date*, and on termination of the policy, we will recalculate the premium to reflect changes in the number of *insured members* and the amount of cover of the *insured members* over the period since the *policy commencement date* or the last *review date*, as applicable. You must give us the information we need to recalculate the premium as soon as reasonably possible and by no later than 180 days of the relevant *review date* or the date of termination of this policy, as applicable.

8.3.2 If the premium *you* paid for that period:

- (a) exceeds the recalculated premium, *we* will refund the excess to *you* within 30 days after the date the recalculated premium is determined or use it to pay *your* premium; or
- (b) is less than the recalculated premium, *you* will pay the shortfall to *us* within 30 days after the date *we* notify you of the recalculated premium.

8.3.3 *We* may, at *our* discretion, choose to approximate the recalculation of the premium under condition 8.3.1 based on previous recalculations *we* have made under that condition or, in the absence of previous recalculations, such data, statistics and other information *we* consider relevant to the recalculation of the premium. If *we* do this, the adjustment provided for under condition 8.3.2 will be made on the basis of *our* approximation of the recalculated premium. However, this preliminary adjustment will be subject to a further and final adjustment and reconciliation of the premium under conditions 8.3.1 and 8.3.2 based on the actual premium payable for the relevant period.

8.4 **Overdue Premium**

8.4.1 If *we* do not receive the full premium payable under this policy within 30 days after a *premium due date*, or any premium adjustment amount owing within 30 days of the due date, *we* can terminate the policy.

8.4.2 If an insured event happens before *we* terminate the policy, *we* will pay any benefit *you* are entitled to but only after *you* pay *us* the overdue premium.

8.4.3 If *we* do not receive the full premium payable for an *insured member* within 30 days after a *premium due date*, the cover applying to the *insured member* under this policy terminates.

8.4.4 If an insured event happens before the cover applying to the *insured member* terminates under condition 8.4.3, *we* will pay any benefit *you* are entitled to in respect of the *insured member* but only after *you* pay *us* the overdue premium.

8.5 **Waiver Of Premium**

8.5.1 Premiums will be waived for an *insured member* whilst *we* are paying a *disability* benefit under this policy for that *insured member*.

8.5.2 Premiums will be waived for a person who is an *insured member* whilst *we* are paying a *disability* benefit under policy K006331 for that *insured member*.

9. **CONTINUATION OPTION**

9.1 **Eligibility For A Continuation Option**

A person who had cover under this policy which ended under condition 4 can ask *us* to provide income protection cover under a new individual policy on his or her life, if all of the following are satisfied:

- (a) the person is no longer an *employee* of the *employer*;
- (b) the person was less than 60 years of age when his or her cover ended under condition 4;
- (c) for a person who had *limited cover* under this policy pursuant to condition 2.6.2, the person had continuously been an *insured member* for at least 2 years when his or her cover ended under condition 4;

- (d) the person was an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours* when his or her cover ended under condition 4;
- (e) when the person's cover ended under condition 4, no benefit was, or was about to be, payable for the person under this policy and no circumstances existed which, if the subject of a claim under this policy, would have resulted in a benefit being payable for the person under this policy;
- (f) the person's cover did not end under condition 4(e);
- (g) the premium payable in respect of the person's cover under this policy was not overdue when the person's cover ended under condition 4;
- (h) *our* minimum policy issue requirements for the individual policy are met;
- (i) the person does not join any armed forces (other than the Australian Armed Forces Reserve) before the date the individual policy is issued;
- (j) *our* underwriting requirements for occupation, residency and pastimes are met for the individual policy; and
- (k) *we* receive both the request for cover under the new individual policy and the correct premium for that cover within 60 days of the person's cover ending under condition 4.

9.2 **The Individual Policy**

The cover provided for under condition 9.1 is issued:

- (a) under a new "indemnity" styled individual policy owned by the person that provides benefits no greater than those provided to the person under this policy;
- (b) at the level of cover applying to the person under this policy when the person's cover ended under condition 4;
- (c) on the terms and at the premium rates current for the individual policy at the time it is issued;
- (d) without the benefit of any of the optional features a person can select under the individual policy, unless *we* agree otherwise; and
- (e) with the same exclusions that applied to the person's cover under this policy when that cover ended under condition 4.

9.3 **No Future Cover Under This Policy**

A person who receives cover under a new individual policy pursuant to this condition 9 is not eligible for any future cover under this policy, unless *we* agree in writing.

10. **EXTENDED COVER**

10.1 If a person:

- (a) who is eligible to exercise the continuation option under condition 9.1 becomes *disabled* within 60 days of his or her cover ending under condition 4 but before he or she exercises the continuation option; and
- (b) is *disabled* immediately after the *waiting period* has ended;

we will pay the *disability* benefit, provided that such a benefit would have been payable had the person's cover not ended under condition 4.

10.2 The amount of the benefit is the *disability* benefit for the person that *we* would pay under condition 1.1.2 or 1.2.2, as applicable, at the date cover ended for the person under condition 4.

10.3 If a benefit is, or is about to be, payable for a person under condition 10.1 or circumstances exist which, if the subject of a claim under condition 10.1, would result in a benefit being payable for the person, that person becomes ineligible to exercise the continuation option under condition 9.

11. VARIATION OF POLICY

11.1 Variation By Agreement

This policy may be varied by written agreement between *you* and *us*.

11.2 Variation By Us

11.2.1 *We* may vary the *premium rates* or the *automatic acceptance limit* (or both) by giving *you* at least 2 months' written notice:

- (a) at any time after the end of the *guarantee period*; or
- (b) if the number of *insured members* changes by more than 25% from the number of *insured members* at the start of the latest *guarantee period*.

11.2.2 *We* may vary any of the terms and conditions of the policy (including the *premium rates* and the *automatic acceptance limit*) with immediate effect and confirm the change in writing, even before the end of the *guarantee period*, if there is a change to the law and as a result:

- (a) it becomes impossible or impractical to carry out *our* obligations under the policy;
- (b) the basis of taxation of the policy or *us* is changed;
- (c) government charges, taxes or levies are imposed or changed; or
- (d) if the provisions of the policy would otherwise become inconsistent with the law.

11.2.3 *Our* right to vary the terms and conditions of the policy under condition 11.2.2 does not apply to the extent that it would prevent the policy from being treated as life insurance business under the Life Insurance Act 1995 (or any legislation that replaces it).

11.2.4 *We* may vary the *premium rates* with immediate effect and confirm the change in writing, even before the end of the *guarantee period*, in the event of war involving Australia.

12. GENERAL

12.1 Term Of This Policy

This policy begins on the *policy commencement date*. It ends on the first to occur of the following:

- (a) the expiry of 2 months after *we* receive *your* written request to cancel this policy or on another date *we* agree to in writing;

- (b) the date all cover under the policy has ended;
- (c) *we* terminate the policy under condition 8.4.1.

12.2 **Records**

12.2.1 *You* must keep accurate records necessary for the effective operation of this policy, as *we* require from time to time. These records must be maintained in a format that is reasonably accessible by *us*.

12.2.2 *We* may conduct an audit from time to time of any records *you* (or any person on *your* behalf) have which are connected with this policy. *We* will give *you* reasonable notice if *we* propose to conduct an audit. *We* will only conduct an audit in normal office hours.

12.3 **Incorrect Or Incomplete Information**

We rely on information *you* give *us* to provide cover for *insured members* and to assess claims. If *you* (or any person on *your* behalf) give *us* incorrect information or do not give *us* complete and relevant information, *we* may be entitled not to pay, or to delay payment of, a claim in some circumstances.

12.4 **Benefits**

A *disability* benefit:

- (a) accrues from the date it starts until the date the benefit ends;
- (b) is calculated for that part of the month for which it is payable; and
- (c) is payable monthly in arrears.

12.5 **Payments**

All payments made in connection with this policy, whether to *us* or by *us*, must be made in Australia and in Australian currency.

12.6 **Notices**

12.6.1 Notices, medical evidence or other communications must be in writing and in English.

12.6.2 *We* will send notices to *you* at the address *you* last gave to *us*.

12.6.3 *You* will send notices to *us* at the address *we* last gave *you*.

12.7 **Waiver**

12.7.1 *Our* failure or delay to exercise a power or right *we* have under or in connection with this policy does not operate as a waiver of that power or right.

12.7.2 A waiver of our power or right is not effective unless *we* waive that power or right in writing.

12.7.3 Waiver of a power or right by *us* is limited to the specific matter in respect of which *we* grant it and applies only to the extent and for the period notified in writing by *us*. It does not preclude either the exercise of that power or right in the future or the exercise of any other power or right.

12.8 **Non Assignment Of Policy**

You may not assign this policy without *our* written agreement.

12.9 **General**

This policy:

- (a) is issued from *our* No. 5 Statutory Fund;
- (b) does not participate in *our* profits; and
- (c) does not acquire a surrender value.

12.10 **Interpretation**

12.10.1 The headings in this policy are a guide only. They are not intended to be used to interpret the policy conditions.

12.10.2 If the context allows, plurals can be read as the singular and the singular read as plurals.

12.10.3 This policy is subject to, and governed by, the laws of the State of New South Wales.

12.10.4 In this policy, a month refers to a calendar month.

13. **DEFINITIONS**

Words or expressions in italics throughout the policy document have the meanings set out in this condition 13.

active employment

The person:

- (a) is employed or engaged by the *employer* to carry out identifiable duties;
- (b) is actually performing those duties; and
- (c) in *our* opinion, is not restricted by illness or injury from being capable of performing those duties on a *full time basis* and the duties of his or her normal occupation on a *full time basis* (even if not then working on a *full time basis*).

at work

Means:

- (a) the person is actively performing all the duties and work hours of his or her usual occupation free of any limitation due to illness or injury and is not entitled to or receiving income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits; or
- (b) the person:
 - (i) is on employer approved leave for reasons other than illness or injury; and
 - (ii) was, on the last working day for the person immediately before he or she commenced the employer

approved leave:

- actively performing all the duties and work hours of his or her usual occupation free from any limitation due to illness or injury; and
- not entitled to or receiving income support benefits from any source including workers' compensation benefits, statutory transport accident benefits and disability income benefits.

A person who does not meet this definition is correspondingly described as being "not *at work*".

automatic acceptance limit

This is the amount of cover (including *limited cover*) that applies for a person without *us* requiring medical or other evidence and giving *you* written acceptance of that cover.

It is the lesser of:

- (a) the amount of cover applying to the person as calculated according to condition 3;
- (b) the automatic acceptance limit of \$10,000 per month.

Unless *we* otherwise agree in writing, the automatic acceptance limit only applies if each of the following are satisfied at all times:

- (i) at least 75% of the persons eligible to be *insured members*, are *insured members*;
- (ii) there are clearly defined categories of membership which ensure that persons cannot directly or indirectly choose the level of cover without *our* written consent;
- (iii) there is a clearly defined formula for determining the amount of cover for all persons;
- (iv) there are at least 50 *insured members* covered by this policy at all times; and
- (v) such other requirements that are from time to time required by *us*.

If one or more of the above requirements is not satisfied at any time, the automatic acceptance limit is zero and, until all of the requirements are again satisfied, no cover applies until *we* accept the cover in writing. *You* must immediately notify *us* in writing if one or more of the above requirements are not satisfied at any time.

benefit payment period

Category B and Category C - to age 65

<i>consumer price index</i>	The latest annual Weighted Average of 8 Cities Combined Index published by the Australian Bureau of Statistics as at the effective date of the calculation under this policy. If the consumer price index is no longer published <i>we</i> will use another index similar to it.
<i>continued cover</i>	The continuation of cover for a person after the date of termination of this policy, but only for <i>disability</i> arising from an illness or an injury where that illness or injury is the reason the person was not <i>at work</i> with the <i>employer</i> on the last working day immediately before the date of termination of the policy.
<i>contribution</i>	Means either a <i>contribution</i> made by the <i>insured member's employer</i> or any other contribution made on behalf of an <i>insured member</i> , that is received into the <i>insured member's superannuation account</i> .
<i>cover amount</i>	The lesser of the following amounts: <ul style="list-style-type: none"> (a) the total of the following amounts: <ul style="list-style-type: none"> (i) the <i>insured amount</i>; (ii) the <i>super insured percentage</i>, if any, times <i>income</i> divided by 12; (b) the <i>maximum monthly benefit</i>.
<i>cover expiry age</i>	Date the <i>insured member</i> attains age 65
<i>disabled/disability</i>	<i>Partially disabled</i> or <i>totally disabled</i> , as applicable. Disability has a corresponding meaning.
<i>disability income</i>	The sum of: <ul style="list-style-type: none"> (a) any income (other than sick leave payments or benefits received under this policy) or commutation of income, paid or payable in respect of an <i>insured member</i> as a result of the <i>insured member's</i> illness or injury including: <ul style="list-style-type: none"> (i) any amounts payable under legislation such as workers' compensation or motor accident compensation; and (ii) any benefits payable under other income protection insurance policies; (b) any income earned by the <i>insured member</i> from personal exertion while <i>disabled</i>, but excluding any such income earned from the <i>employer</i>; and (c) any income which, in <i>our</i> opinion, the <i>insured member</i> could reasonably be expected to earn in his or her occupation while <i>disabled</i>;

for a month for which a *disability* benefit is payable under this policy.

Any income described in paragraph (a) or (b) which is in the form of a lump sum or is exchanged for a lump sum has a monthly equivalent of 1/60th of the lump sum over a period of 60 months.

disability super

The sum of:

- (a) the amount of any superannuation entitlements which are funded by the *employer* on a compulsory basis and accrue to the benefit of the *insured member*; and
- (b) any benefits payable under other income protection insurance policies, but only to the extent the benefits are designed to replace in whole or in part the compulsory employer superannuation entitlements the *insured member* would have benefited from had he or she not been disabled;

for a month for which a *disability* benefit is payable under this policy.

donor elected transplant

The human to human transplant from the *insured member* to another person of one or more of the following organs:

- (a) kidney;
- (b) liver.

The transplantation of all other organs or parts of organs or any other tissue transplant is excluded.

eligibility criteria

The eligibility criteria is as follows:

- (a) the person is an *employee* of the *employer* on a *permanent basis* and for at least the *minimum hours*;
- (b) the person's *employer* is paying superannuation contributions on the person's behalf to a regulated superannuation plan which complies with relevant superannuation and taxation laws or is accruing a liability to pay superannuation contributions on the person's behalf and subsequently pays those superannuation contributions to such a superannuation plan;
- (c) the person is aged less than the *cover expiry age*; and
- (d) if the person is a *category C* member, they are a member of the *fund*; and
- (e) the person satisfies such other criteria as *we* stipulate from time to time.

employee

An employee includes a person who satisfies both of the following paragraphs (a) and (b):

- (a) the person is an employee under the expanded meaning of that term in section 12(3) of the Superannuation Guarantee (Administration) Act 1992 (Cth) (the "SG Act"); and
- (b) the person is a person for whom the *employer* or, if applicable, a *former employer* is required to pay superannuation contributions to avoid or reduce the superannuation charge payable pursuant to the SG Act.

In interpreting the conditions of this policy other than:

- conditions 4(g) and 4(h);
- paragraphs (a) and (b) of the definition of *leave without pay requirements*; and
- the definition of *income*;

the *employer* or, if applicable, *former employer* referred to in paragraph (b) is regarded as:

- the employer of; and
- being in an employer/employee relationship with;

the person for whom the *employer* or *former employer* is, in terms of paragraph (b), required to pay superannuation contributions to avoid or reduce the superannuation charge payable pursuant to the SG Act.

employee group

A group of *employees*:

- (a) who, on the day before the *takeover date*, were *employees* of an employer other than the *employer*; and
- (b) who, on the *takeover date*, become *employees* of the *employer*.

employer(s)

Lutheran Church of Australia ABN: 367 631 867

excluded rehabilitation program

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

former employer

The employer referred to in paragraph (a) of the definition of *employee group*, not being the *employer*.

<i>full cover</i>	Cover under this policy which is not <i>limited cover</i> .
<i>full time basis</i>	At least 38 hours per week.
<i>fund</i>	Lutheran Super as established by trust deed dated [] (or such other name for the fund as changed by the <i>policyowner</i> from time to time in accordance with the trust deed of the fund).
<i>guarantee period</i>	From 1/7/2008 to 30/06/2011 and such subsequent periods as <i>you</i> and <i>we</i> agree in writing.
<i>income</i>	<p>If the <i>insured member</i> is employed by the <i>employer</i>, income means the <i>insured member's</i> annual <i>salary</i>, or if applicable, the minimum rate of <i>stipend</i>, earned from working for the <i>employer</i> on the last working day prior to the date of <i>disability</i>.</p> <p><i>Salary</i> includes any packaged elements not received directly by the <i>insured member</i> as taxable earnings, but excludes any director's fees, bonuses, compulsory employer superannuation entitlements, overtime, commission, investment income and profit distribution.</p> <p><i>Stipend</i> includes a base salary, a research allowance, a car allowance and any accommodation allowance.</p>
<i>income producing duty</i>	A duty of the <i>insured member's</i> occupation immediately before he or she became <i>totally disabled</i> which generates 20% or more of the <i>insured member's income</i> .
<i>initial takeover cover</i>	<p>Either the total of:</p> <ul style="list-style-type: none"> (a) the amount of cover that applied to the person under the <i>previous</i> policy up to the <i>automatic acceptance limit</i> that applied under that policy; and (b) the amount of cover that applied to the person under the <i>previous policy</i> which exceeded the <i>automatic acceptance limit</i> that applied under that policy and which was accepted in writing by the previous insurer; or (c) the <i>insured amount</i> that applies up to the <i>automatic acceptance limit</i> that applies under this policy <p>whichever is the greater.</p>
<i>insured member</i>	<p>A person for whom cover starts under condition 2 and has not ended under condition 4.</p> <p><i>insured members</i> will either be <i>category B</i> or <i>category C</i> members.</p> <p><i>category B</i> members are <i>insured members</i> under this policy only.</p> <p><i>category C</i> members are <i>insured members</i> under this policy and policy no. K006331.</p>

insured amount

1/12th of the total of the following amounts:

- (a) 75% of the first \$320,000 of the *insured member's income*;
- (b) 0% of the *insured member's income* in excess of \$320,000.

leave without pay requirements

The leave without pay requirements are as follows:

- (a) the *insured member* is employed immediately before he or she goes on leave without pay;
- (b) the *insured member's employer* approves the period of leave in writing before the *insured member* goes on leave; and
- (c) the premium for the *insured member's* cover under this policy continues to be paid.

limited cover

The person is only covered for *disability* arising from:

- (a) an illness that first becomes apparent; or
- (b) an injury that first occurs;

on or after the date the cover last started or restarted for the person under this policy.

maximum monthly benefit

\$20,000 a month.

medical practitioner

A person, acceptable to *us*, who is registered and practising as a medical practitioner in Australia other than:

- (a) the *insured member*;
- (b) an *insured member's* spouse or partner, parent, child or sibling; or
- (c) an *insured member's* business partner, associate or employee.

We may accept a similarly qualified person who is registered and practising as a medical practitioner in another country.

minimum hours

15 hours per week or 0.4 FTE or such other number of hours per week *we* agree to in writing.

monthly benefit

- (a) The lesser of the following amounts: the *insured amount*;
- (b) 1/12th of the total of the following amounts:
 - (i) 75% of the first \$320,000 of the *insured member's annualised pre-disability income*;

- (ii) 0% of the *insured member's annualised pre-disability income* in excess of \$320,000;

where *annualised pre-disability income* is the *insured member's pre-disability income* times 12.

new takeover cover

The cover we provide under the terms and conditions of this policy for a person who was insured under a *takeover policy* on the day before the *takeover date*. The cover we provide will be in such amount as is necessary to provide the person with at least the same amount of cover he or she had under the *takeover policy* on the day before the *takeover date*.

normal pregnancy or childbirth

Normal and uncomplicated pregnancy or childbirth, including multiple pregnancy, caesarean birth, threatened miscarriage, participation in in-vitro fertilisation or other medically assisted fertilisation techniques and normal discomforts of pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

own occupation

The normal occupation or work carried out by the *insured member* before becoming *disabled*.

partial disability benefit

The benefit payable under condition 1.2.

partial monthly benefit

The partial monthly benefit is the *monthly benefit* reduced by the following amount:

$$\frac{\text{current income}}{\text{pre - disability income}} \times \text{monthly benefit}$$

for each month the *insured member* is continuously *partially disabled*, where *current income* is the income the *insured member* earned working for the *employer* during the month.

partial super monthly benefit

The partial super monthly benefit is the *super monthly benefit* reduced by the following amount:

$$\frac{\text{current income}}{\text{pre - disability income}} \times \text{super monthly benefit}$$

for each month the *insured member* is continuously *partially disabled*, where *current income* is the income the *insured member* earned working for the *employer* during the month.

The partial super monthly benefit will only be paid in respect of an *insured member* if, at the time the benefit becomes payable under this policy, the *insured member* participates in a regulated superannuation plan which complies with relevant superannuation and taxations laws and can accept the payment without breaching those laws.

partially disabled/partial disability

A person is partially disabled if he or she is not *totally disabled* but, because of illness or injury, he or she:

- (a) has been *totally disabled* for at least 14 days;
- (b) is unable to work in his or her *own occupation* at full capacity immediately after he or she became *totally disabled* because of the illness or injury that caused his or her *total disability*;
- (c) is working in his or her *own occupation* in a reduced capacity or working in another occupation;
- (d) earns a monthly income that is less than his or her *pre-disability income*; and
- (e) is under the regular care of, and following the advice of, a *medical practitioner*.

permanent basis

Being an *employee* of the *employer* under a single and ongoing contract of employment or contract for personal services that:

- (a) is of indefinite duration or is for a fixed term of no less than 12 months;
- (b) requires the person to perform identifiable duties;
- (c) requires the person to work a regular number of hours each week; and
- (d) requires the *employer* to pay superannuation contributions in respect of the person.

policy commencement date

1 July 2008

policyowner

Lutheran Church of Australia Incorporated ABN: 36 763 133 867

policy year

12 month period ending on 1 July each year.

pre-disability income

The monthly income the *insured member* earned working for the *employer* immediately before becoming *disabled*.

premium due date

The first day of every month in each *policy year*.

premium rates

The premium rate for

category B members is 1.88% of *salary*; and

category C members, 1.50% of *salary*

as advised by *you* to *us* at each *review date*.

Premium rates include stamp duty and a monthly frequency loading.

previous policy

A "life policy" under the Life Insurance Act 1995 (Cth):

- (a) owned by *you* providing income protection

cover for *employees* of the *employer*;

- (b) that was in force on the day before the *policy commencement date*;
- (c) for which this policy is a replacement; and
- (d) that *we* agree to treat as a previous policy for the purposes of this policy.

review date

1 July each year

special offer

An invitation to a person to become an *insured member* under this policy subject to satisfying the following requirements.

A person must be either

(a) an existing *employee* of the *employer* prior to the *policy commencement date*;

and

(b) is not, and has never been, an *insured member* under this policy; and

(c) *complete* a short personal statement by the *special offer date*.

OR

(d) an *employee* of the *employer* transferring from one of the *employer's* schools to another of the *employer's* schools; and

(e) is not, and has never been, an *insured member* under this policy; and

(f) has accepted the *special offer* by the *special offer date*.

special offer date

For a person who is a transferring from one school to another, 30 days from the date of transfer and in all other cases, 30 days from the date a *special offer* is made.

superannuation account

A *insured member's* superannuation account held with the *fund* that is in receipt of *contributions*.

super insured percentage

9%

super monthly benefit

The lesser of the following amounts:

- (a) the *super insured percentage* times *income* divided by 12;
- (b) the *super insured percentage* times *pre-disability income*;
- (c) the monthly compulsory employer superannuation entitlement the *insured member* benefited from by virtue of being an *employee* of the *employer*, as averaged over

the 12 months immediately before the *insured member* became *disabled* or, if less than 12 months, over the number of months for which the *insured member* had been an *employee* of the *employer* before he or she became *disabled*.

The super monthly benefit will only be paid in respect of an *insured member* if, at the time the benefit becomes payable under this policy, the *insured member* participates in a regulated superannuation plan which complies with relevant superannuation and taxations laws and can accept the payment without breaching those laws.

suspension of cover requirements

The *suspension of cover requirements* as described in condition 6.7.2.

takeover date

The date *we* agree with *you* in writing that cover under this policy commences for a relevant *employee group* but not being a date before the *policy commencement date*.

takeover policy

A "life policy" under the Life Insurance Act 1995 (Cth):

- (a) providing income protection cover for an *employee group*;
- (b) that was in force on the day before the *takeover date* applicable to that *employee group*;
- (c) that is not the *previous policy*; and
- (d) that *we* agree to treat as a takeover policy for the purposes of this policy.

totally disabled/total disability

A person is totally disabled if, because of illness or injury, he or she is:

- (a) unable to perform at least one *income producing duty* of his or her *own occupation*;
- (b) under the regular care of, and following the advice of, a *medical practitioner*; and
- (c) not working in any occupation, whether or not for reward

However, if a *Category C member* has, in respect of a particular claim, been paid a *disability* benefit for 2 years under policy non K006331 then, for the purpose of determining whether the person is *totally disabled* after the expiration of the *waiting period* under this policy, *we* must be satisfied that because of illness or injury the person is:

- (a) unable to perform any occupation for which he or she is reasonably suited by education, training or experience;

- (b) under the regular care of, and following the advice of, a *medical practitioner*; and
- (c) not working in any occupation, whether or not for reward.

total disability benefit

The benefit payable under condition 1.1.

waiting period:

For *category B*, the continuous period of 90 days;

For *category C*, the continuous period of 2 years or the date the *benefit payment period* ends under policy number K006331; and

for which a *insured member* has to be *disabled* before a *disability* benefit starts to accrue under this policy, subject to the following requirements:

- (a) The waiting period starts on the date a *medical practitioner* examines the person and certifies that he or she is *disabled*.
- (b) The person must be *totally disabled* for at least 14 out of the first 19 consecutive days of the waiting period to qualify for a *disability* benefit.
- (c) If the person returns to work at full capacity during the waiting period, the waiting period starts again unless the return to work is for no more than 5 non-consecutive days. If this happens, *we* will add the number of days of work to the waiting period;

war

Includes any act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

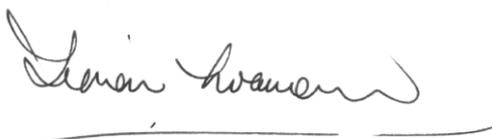
We/our/us

The Colonial Mutual Life Assurance Society Limited
ABN 12 004 021 809.

you/your

The *policyowner*.

**SIGNED ON BEHALF OF
THE COLONIAL MUTUAL LIFE ASSURANCE SOCIETY LIMITED**



Checked by:

Name: Lydia Boskovska

Signature: 

Date: 25 February 2009