

# **RULES FOR PPS MUTUAL BENEFIT FUND**

Noble Oak Life Limited  
ABN: 85 087 648 708  
AFS Licence Number: 247302



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# PPS MUTUAL BENEFIT FUND RULES

## PART A: GENERAL PROVISIONS

### 1. DEFINITIONS

The following defined terms apply to these Rules and the Benefit Appendices:

**“anniversary date”** means the date each year when anniversary processing takes place on a Plan, such as indexation and stepped premium increases. The first anniversary date will be the first anniversary of the commencement date of the first PPS Mutual Insurance Benefit on a Plan accepted by NobleOak for a Member on a Life Insured, though it may change from time to time thereafter, as agreed with the Member. The anniversary date will be shown in the Certificate of Membership.

**“Applicant”** means a prospective Member or Member who is applying to NobleOak to be provided with insurance cover in accordance with these Rules.

**“APRA”** means Australian Prudential Regulation Authority.

**“APRA Prudential Standards”** means a “Prudential Standard issued by APRA including APRA Prudential Standard LPS 700 Friendly Society Benefit Funds.

**“Australian Resident”** means a person who is an Australian or New Zealand citizen, an Australian permanent resident or holder of a temporary 457 working visa or equivalent (as approved by the Department of Immigration and Citizenship), who is residing in Australia at the time of the application.

**“beneficiary”** means one person or more, who have been nominated by the Member to receive a benefit in the event of the Life Insured’s death.

**“Benefit Appendix”** means an appendix to these Rules that sets out the clauses specific to a particular benefit type, including details on the insured events and exclusions that apply specifically to that benefit type.

**“benefit type”** means the insurance benefit (or benefits) that are provided under a Benefit Appendix.

**“binding nomination”** means a legally binding non-lapsing nomination by a member of a superannuation fund, that the Trustees of the superannuation fund are obliged to execute upon the member’s death. The legal requirements for a binding nomination are set out in superannuation law, which sets out how a nomination is to be written, that the nomination(s) must be communicated to members upon receipt and annually thereafter and that any payment under a nomination must be executed in accordance with that nomination, even if the member’s circumstances and intent have changed since the nomination was written or last updated.

A Trustee can only execute a binding nomination if it remains eligible. For example, if a nominated beneficiary is no longer a dependent of the member of the superannuation fund, then the binding nomination will be ineligible to be executed.

**“commencement date”** means the start date of an insurance as shown in the Certificate of Membership.

**“Certificate of Membership”** means the most recent “Certificate of Membership” that NobleOak has provided to the Member. Certificate of Membership may be interchanged with Plan Schedule in general correspondence.

**Consumer Price Index** “(and “**CPI**”) means the consumer price index as defined and published by the Australian Bureau of Statistics (or any body which succeeds it), being a weighted average of the eight Australian capital cities combined, for successive 12 month periods, finishing on 30 September each year, or such other date as determined by NobleOak. The finishing date and CPIs determined will be the same for all Members and Plans.

**“Indexation”** means the process by which the sum insured is increased by the indexation rate on the anniversary date each year.

**“indexation rate”** means the rate of increase that will apply to sums insured at anniversary dates during each 12 month period. This rate of increase will be determined as being the highest of the following three increases:

- The increase in the Professionals Earning Index (PEI);
- the increase in the Consumer Price Index (CPI); and
- the base rate, which is 3% for lump sum PPS Mutual Insurance Benefits and 0% for PPS Mutual Income Protection Insurance and PPS Mutual Business Expenses Insurance.

**“de facto partner”** means someone who has been in a relationship with and living with that person for a period of at least 12 months.

**“Duty of Disclosure”** means the duty of disclosure referred to in rule 2.4.

**“Fund”** means the risk insurance benefit fund known as the “PPS Mutual Benefit Fund” established under these Rules.

**“Insured Benefits”** means those benefit types requested by the Member for which NobleOak has agreed to provide the Member with insurance cover.

**“insured event”** is a reference to the event that will entitle the Member to claim a benefit payment, being either the death, illness, injury or disability of the Life Insured (as applicable to the benefit type which the Member has obtained insurance cover for).

**“Life Act”** means the Life Insurance Act 1995.

**“Life Insured”** means a person that has been accepted as a “Life Insured” under a Plan and who is named as such in the Certificate of Membership.

**“Management Fund”** means NobleOak’s management fund.

**“Medical Practitioner”** means a medical practitioner registered in Australia, or another country as approved by NobleOak who, in respect of a PPS Mutual Insurance Benefit, is not:

- the Member or the Life Insured; or
- a Family member, business partner, employee or employer of the Member or the Life Insured.

**“Member”** means a person that has been accepted as a Member of the Fund and who is named as such in the Certificate of Membership, as also referenced in rule 24. A Member may also be referred to as the “Plan Owner”.

**“NobleOak”** means NobleOak Life Limited. NobleOak may also be referred to as the “Society”.

**“ordinary business”** means non-superannuation business.

**“partner”** means a legally married partner or de facto partner.

**“PDS”** means the Product Disclosure Statement under which the Applicant made an application for insurance, and where the application is accepted, the Product Disclosure Statement that the Plan was issued under.

**“Plan”** means the package of one or more PPS Mutual Insurance Benefits provided to a Member by NobleOak in accordance with these Rules.

**“Plan Conditions”** has the meaning given to this term by rule 15.5.

**“Plan Owner”** has the same meaning as Member.

**“Plan Schedule”** has the same meaning as Certificate of Membership.

**“PPS Mutual Member”** means a member of PPS Mutual Limited, a company owned by its members, for which eligibility criteria apply.

**“Professionals Earning Index”** (and **“PEI”**) means an index as approved and published by NobleOak, based on salaries of professionals that are representative of the membership of this Fund, taking into account any recommendation by PPS Mutual Insurance Pty Ltd using indices published by the Australian Bureau of Statistics (or any body which succeeds it) or other reputable sources, for successive 12 month periods, finishing on 31 December each year, or such other date as determined by NobleOak. The finishing date and PEIs determined will be the same for all Members and Plans.

**“relative”** means the life insured’s spouse, sibling, parent, father-in-law, mother-in-law, son or daughter, or any other person in a bona-fide living arrangement with the life insured who is financially interdependent.

**“Profit-Share Benefit”** means the amount that is payable under the PPS Mutual Profit-Share Plan, as determined in accordance with clause 4.2 of the PPS Mutual Profit-Share Plan..

**“PPS Mutual Profit-Share Plan”** means the benefits provided under the Benefit Appendix known as the PPS Mutual Accidental Death Insurance and Profit-Share Account.

**“Profit-Share Pool”** means the accumulated funds from which profit-share benefits are paid.

**“Rules”** means the rules of this Fund and this includes the clauses in each Benefit Appendix.

**“Sum Insured”** means the amount of insurance cover provided for each respective benefit type as set out in the Certificate of Membership (as increased or reduced from time to time in accordance with these Rules).

## **2. INTERPRETATION**

2.1 In these Rules, unless the context otherwise requires:

- (a) the requirement to disclose information to an Applicant or a Member will be met by NobleOak providing that information in the PDS or in the Member’s Certificate of Membership;
- (b) headings and underlining are for convenience only and do not affect the interpretation of this Agreement;
- (c) words importing the singular include the plural and vice versa;
- (d) where any term defined in this Agreement takes a different form for reasons of grammar, the different form has the corresponding meaning;

- (e) except where a word or term is defined in rule 1, where a word or term contained in these Rules is defined in the Corporations Act 2001, the Life Act or the Constitution of NobleOak it will have same meaning;
- (f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;
- (g) a reference to a "rule" is a reference to a rule of this Fund;
- (h) a reference to a "clause" is a reference to a clause of the respective Benefit Appendix;
- (i) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (j) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (k) a reference to a party to a document includes that party's successors and permitted assigns;
- (l) the words "includes", "for example" or similar expressions are not words of limitation; and
- (m) a period of time dating from a given day or the day of an act or event, is to be calculated inclusive of that day.

2.2 These Rules and any insurance cover issued by the Fund will be governed by and construed in accordance with the laws of the State of New South Wales. The laws of New South Wales shall have exclusive jurisdiction in respect of any disputes relating to this Fund.

2.3 If any rule or clause is invalid, illegal or unenforceable, the rule or clause may be severed from the Rules and the validity, legality or enforceability of the remaining rules and clauses will not be affected or impaired.

2.4 In these Rules, the Duty of Disclosure shall mean:

- (a) both the Applicant and the Life Insured have a duty to disclose to NobleOak when applying for insurance cover under these Rules, every matter that is known to that person, or could reasonably be expected to be known to that person, that may affect NobleOak's decision to insure the Life Insured and on what terms;
- (b) the Duty of Disclosure also applies when requesting a variation or reinstatement of insurance cover;
- (c) The Duty of Disclosure continues to apply up until the point at which the application, variation or reinstatement is accepted by NobleOak and the cover is issued.
- (d) the Duty of Disclosure does not require the disclosure of a matter:
  - (i) that diminishes the risk;
  - (ii) that is of common knowledge;
  - (iii) that NobleOak knows or in the ordinary course of its business ought to know; or
  - (iv) as to which compliance with the Duty of Disclosure is waived by NobleOak.

### **3. ESTABLISHMENT OF THE FUND**

3.1 This Benefit Fund is established pursuant to Section 9 of the Constitution of NobleOak and is to be known as the "PPS Mutual Benefit Fund".

#### **4. TYPE OF FUND**

4.1 The Fund is classified as a defined benefit fund as the dominant characteristics of this Fund are defined benefit in nature.

#### **5. FUND BENEFITS**

5.1 This Fund provides the following Insurance Benefit options to Members:

<b>Insurance Benefits</b>	<b>Appendix</b>
PPS Mutual Accidental Death Insurance and Profit Share Account	1
PPS Mutual Life Insurance	2
PPS Mutual Total and Permanent Disability (TPD) Insurance	3
PPS Mutual Trauma Insurance	4
PPS Mutual Income Protection Insurance	5
PPS Mutual Business Expenses Insurance	6
PPS Mutual Blood Borne Disease Insurance Option	7
PPS Mutual Child Insurance Option	8

5.2 Not all benefits types will be made available to all Members (see rule 17.4).

#### **6. STRUCTURE OF THESE RULES**

6.1 Part A of these Rules sets out the rules applicable to the formation and general operation of the Fund (rules 1 -14).

6.2 Part B of these Rules sets out the rules applicable to membership of the Fund and applications for insurance cover (rules 15 -21).

6.3 Part C of these Rules sets out the rules generally applicable to the provision of insurance Benefits by the Fund (rules 22 -31).

6.4 Each Benefit Appendix sets out the provisions that specifically apply to the Benefit type that is described in that Benefit Appendix.

6.5 In the event of any inconsistency between Part A, B or C of the Rules and the clauses of a Benefit Appendix, the Benefit Appendix will prevail.

#### **7. SCOPE OF THESE RULES**

7.1 These Rules govern:

- (a) the formation, operation and application of the Fund established under these Rules;
- (b) the rights and liabilities of any person who contributes to, or is entitled to receive benefits from the Fund; and
- (c) such other matters referred to in these Rules.

7.2 These Rules form part of the Constitution of NobleOak.

## 8. CHANGES TO THESE RULES

- 8.1 Subject to rule 8.3, any variation to the general terms and conditions in these Rules or Appendices through the application and underwriting process, and as contained in Appendix X and agreed with the member before acceptance, will be noted in the certificate of membership.
- 8.2 Subject to NobleOak obtaining the prior approval of APRA in accordance with the Life Act, NobleOak may make available under the Fund such additional Benefit types as it may determine from time to time. This will require the addition of a new Benefit Appendix to these Rules setting out the rules that will apply to the additional Benefit type.
- 8.3 From time to time, NobleOak will make changes to these Rules. Subject to meeting any requirements of NobleOak's Constitution and obtaining the prior approval of APRA in accordance with the Life Act, NobleOak may at any time vary the terms of these Rules (including varying the terms of an existing Benefit Appendix). Where APRA is satisfied it is appropriate to do so, rule changes may be adopted by Board resolution. The Board and APRA must consider fairness and equity to Members before approving any changes.
- 8.4 In circumstances where the changed rule or clause is considered beneficial to Members, then unless otherwise stated, all Members will automatically become entitled to the new rule or clause from the effective date of the change.
- 8.5 When applicable, each subsequent effective date will be defined at the start of these Rules.
- 8.6 Any material changes made to these Rules, whether considered beneficial or detrimental, will be notified in writing to existing Members, no later than in their next anniversary notice after the effective date.
- 8.7 NobleOak will make the Rules available to a Member upon the request of the Member.

## 9. INVESTMENT OF FUND ASSETS

### Categories of Fund Assets

- 9.1 The Fund assets collectively support the members' benefit entitlements. The assets are categorised for the purpose of allocating profit between the Profit-Share Pool and the surplus in the Fund.
- 9.2 The Fund assets can be considered to fall into 2 categories:
- (a) assets which support the Profit Share Pool; and
  - (b) other assets.

### Investment Strategy and Objectives

- 9.3 The Fund will adopt an investment strategy, which considers and balances the following objectives:
- (a) **Liquidity:** The investment portfolio needs to have sufficient liquidity to meet all operating requirements that may be anticipated.
  - (b) **Security of Guaranteed Benefits:** The investment profile and any reasonably foreseeable potential losses from the investment profile should not place pressure on the Fund's ability to pay Guaranteed Benefits to members when they arise.



- (c) **Asset and Liability Matching:** The Fund will seek investments which match the duration of the liabilities with the duration of assets. For example the duration of the Profit-Share Benefits may be considerably longer than the duration of the claims reserves.
- (d) **Yield:** The investment portfolio shall be designed with the objective of attaining market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs described in 9.3(a) – (c).

9.4 Given the Fund's objectives as specified in 9.3, it is likely that:

- (a) the Fund's assets will initially be invested in short term and low risk assets; and
- (b) as the Profit-Share Pool grows in size the assets will be invested in longer term assets with a likelihood of achieving higher long term growth.

### Investment of Fund Assets

9.5 The assets of the Fund will only be invested:

- (a) in securities of the Commonwealth of Australia or of any State or Territory of Australia;
- (b) in securities of a public statutory body constituted by or under a law of the Commonwealth of Australia or of a State or Territory of Australia where repayment of the principal secured and the interest payable is guaranteed by the Commonwealth of Australia or the State or Territory of Australia;
- (c) in bills of exchange which at the time of acquisition have a maturity date of not more than two hundred days and which if purchased for value confer on the holder in due course a right of recourse against an Authorised Deposit-taking Institution (as defined in the Banking Act 1959) as the acceptor or endorser of the bill for an amount equal to the face value of the bill;
- (d) in certificates of deposit issued by an Authorised Deposit-taking Institution (as defined in the Banking Act 1959) whether negotiable, convertible or otherwise;
- (e) on deposit with an authorised dealer in the short term money market or a common fund established by a trustee company;
- (f) on deposit or term deposit with an Authorised Deposit-taking Institution;
- (g) in Australian equities or global equities;
- (h) in listed property trusts; or
- (i) in investments of a similar type to those listed above provided such investments will be consistent with the risk profile of the above investments.

9.6 Notwithstanding the range of authorised investments permitted for the Fund, NobleOak will ensure that Fund investments fall within the following minimum and maximum percentages for each class of investment:

<b>Investment Classes</b>	<b>% of Total Assets of the Fund</b>
Australian cash/short term securities (duration less than 6 months)	30-100
Australian fixed interest securities (duration greater than 6 months)	0-70
Australian equities, global equities and listed property trusts	0-70

9.7 For the purposes of this rule 9, investments may be made directly in the listed asset classes or through managed investment schemes.

- 9.8 Subject to the requirements of the Life Act and APRA Prudential Standards, the Fund may invest in combined investments with other benefit funds of NobleOak, provided such investments are consistent with the risk profile of the investments set out in this rule 9.

## **10. PREMIUMS AND BENEFIT PAYMENTS**

- 10.1 All premiums received in relation to a Member's insurance cover are to be paid into the Fund.
- 10.2 Insurance benefits payable to a Member as provided by these Rules are the sole responsibility of the Fund and are payable by NobleOak from the assets of the Fund.

## **11. FUND INCOME, EXPENSES AND CHARGES**

- 11.1 As this Fund is a defined benefit fund, amounts credited to, and paid from the Fund should not affect the amount of the benefits ultimately payable to a Member under these Rules. There is an exception, which is described in Appendix 1.

### **Fund Income**

- 11.2 All income of the Fund will be paid directly into the Fund.
- 11.3 Income of the Fund will include but is not limited to:
- (a) premiums and other fees payable by Members under these Rules;
  - (b) income from the investment of the Fund's assets;
  - (c) the reinsurer's portion of claim payments;
  - (d) reinsurance commission; and
  - (e) reinsurance profit share payments.

### **Direct Expenses**

- 11.4 Any expenses incurred by the Fund that are directly attributable to the Fund, its operation or administration or the investment of Fund assets may be paid directly from the Fund.
- 11.5 Expenses directly attributable to the Fund will include but are not limited to:
- 1 claim payments;
  - 2 distribution expenses (including commission);
  - 3 fees for the provision of administration services;
  - 4 expenses incurred in the underwriting or claims processes
  - 5 claims investigation costs;
  - 6 marketing and promotion costs
  - 7 reinsurance costs;
  - 8 legal and taxation expenses;
  - 9 GST;
  - 10 stamp duty; and
  - 11 bank fees.
- 11.6 Any expenses incurred in connection with either the consolidation of this Fund with another NobleOak benefit fund or the termination of this Fund may be paid directly from the Fund.

## **Management Fund Expenses**

- 11.7 Subject to the Fund meeting prudential reserving requirements, a management fee can be transferred into the Management Fund. The management fee in any financial year is subject to a maximum of 20% of gross annualised premiums.

## **Management Fund Interest**

- 11.8 With the prior written approval of APRA, the Management Fund may inject seed capital into the Fund for the sole purpose of establishing or maintaining prudential reserving requirements within the Fund.
- 11.9 The Management Fund's interest in any seed capital injected into the Fund is subordinate to the interest of the Members of the Fund.
- 11.10 Seed capital may be repaid to the Management Fund only if the Fund is able to satisfy the minimum prudential levels of reserves required by the Life Act after such seed capital is repaid.
- 11.11 The Management Fund may charge interest to the Fund on any seed capital injected to the extent allowed under the relevant APRA Prudential Standards. Such interest charges are to be met from the net income of the Fund. The interest rate payable is limited to the actual net earning rate of the Fund for the period that the seed capital is part of the Fund, after deduction of investment expenses and income tax. Interest will be calculated based on the daily balance of the capital and paid to the Management Fund on a monthly basis.

## **12. FUND SURPLUS**

- 12.1 Subject to the Life Act and Prudential Standards, each year NobleOak's Appointed Actuary will:
- (a) undertake a valuation of the Fund and allocate profits (or losses) to the Profit-Share Pool, which will act to reduce (or increase) the surplus in the Fund; and
  - (b) undertake a valuation of the Fund and reserve such amounts as are prudentially required for the Fund to meet prudential reserving requirements.
- 12.2 If the valuation discloses a surplus over prudential reserving requirements, NobleOak may, after considering the Appointed Actuary's written advice on the proposed distribution of surplus, transfer all or part of the surplus to the Management Fund.

## **13. TERMINATION OF FUND**

- 13.1 The Fund may only be terminated in accordance with the Life Act and any relevant APRA Prudential Standards.
- 13.2 Any surplus available on winding up of the benefit fund after payment of all liabilities, costs, charges and expenses shall be transferred to the Management Fund.
- 13.3 If the termination is as a result of a transfer of the portfolio, all liabilities and assets supporting the balance sheet claims reserves will be transferred.

## **14. TAXATION**

- 14.1 As a constituent fund of NobleOak, the Fund's net income is aggregated with the net income of all other NobleOak benefit funds to determine NobleOak's overall income tax liability.

NobleOak's income tax liability will be calculated in accordance with the relevant income tax legislation as amended from time to time.

- 14.2 Any profits allocated to the Profit-Share Pool will be allocated on an after-tax basis.
- 14.3 With the exception of the PPS Mutual Profit-Share Plan, the amount of benefits to which Members are ultimately entitled should not be affected by the amounts deducted from the Fund to pay NobleOak's income tax liabilities from time to time. This has no bearing on any tax that the Member may be required to pay as a result of the payment of a benefit.
- 14.4 Subject to the relevant and prevailing tax rules and tax rates, the applicable tax rate of the Fund is that initially disclosed to members in the disclosure document. Any variations to that rate will be advised to members.

## **PART B: FUND MEMBERSHIP AND INSURANCE APPLICATIONS**

### **15. MEMBERSHIP**

- 15.1 Membership of this Fund will entitle the Member to be provided with the insurance benefits as determined by these Rules.
- 15.2 To become a “Member” of the Fund, a person, company or trustee must:
- (a) meet the eligibility criteria contained in rule 16.1;
  - (b) apply to NobleOak to become a Member of the Fund;
  - (c) undertake to perform and observe the Rules of the Fund and the Constitution of NobleOak; and
  - (d) have their application for insurance accepted by NobleOak.
- 15.3 If the requirements of rule 15.2 are met, then:
- (a) the person, company or trustee becomes a Member of the Fund from the date all the requirements of rule 15.2 are met; and
  - (b) a Certificate of Membership will be issued to the Member containing details of the insurance cover being provided by the Fund and the commencement date of the cover.
- 15.4 Membership of the Fund ceases for a Member when no further insurance cover is being provided to the Member by the Fund due to the termination of the insurance cover (for any reason).
- 15.5 Where a person has been accepted as a Member and has been provided with insurance cover, these Rules (incorporating the Constitution of NobleOak) together with the information contained in the most recent Certificate of Membership that NobleOak has issued to the Member (or such other document provided to the Member confirming the details of a Member’s insurance cover) will form the terms and conditions of the Member’s insurance contract with NobleOak (“**Plan Conditions**”). The Member’s Certificate of Membership will be updated as the details of the Member’s insurance cover change.
- 15.6 If there is any inconsistency between the Plan Conditions and any information contained in the PDS, the Member’s Plan Conditions will prevail to the extent of the inconsistency.
- 15.7 For the purposes of clarity, a Life Insured does not obtain membership of the Fund by being the Life Insured under an insurance Benefit unless they are also the owner of the insurance, such as under the PPS Mutual Accidental Death Insurance and Profit Share Account in Appendix 1 (see rule 24.1).

### **16. ELIGIBILITY FOR MEMBERSHIP**

- 16.1 A person, company or trustee will be eligible to become a Member of the Fund where (at the time of the application for insurance) that person, company or trustee:
- (a) is an Australian Resident or Australian company/trustee;
  - (b) is aged 18 or over, or acting as an officer or trustee on behalf of a company or superannuation fund; and
  - (c) is acting on behalf of any of the following:
    - a PPS Mutual Member,
    - another person with an insurable interest in a PPS Mutual Member,
    - the trustee of a fund (including superannuation funds) in which a PPS Mutual Member is a member of that fund, or

- a business for whom a PPS Mutual Member works.

16.2 NobleOak may at its discretion choose to waive any of these eligibility requirements as NobleOak determines.

## **17. APPLICATIONS FOR INSURANCE BENEFITS**

17.1 A person meeting the eligibility requirements in rule 16.1 may apply to be provided with insurance cover under the Rules.

17.2 An existing Member may apply for additional insurance cover to be provided under these Rules under an existing Plan or a separate Plan or Plans.

17.3 An application for insurance may request cover for one or more benefit types.

17.4 Not all benefit types (or all options under a benefit type) may be made available by NobleOak to all Applicants at all times as determined by NobleOak. Where any restriction is placed on the combination of benefits being made available to an Applicant, this will be disclosed to the Applicant prior to submitting the application for insurance.

17.5 All applications for insurance are subject to the approval of NobleOak.

## **18. CONSIDERATION OF APPLICATIONS**

18.1 In order for NobleOak to consider an application for insurance:

- (a) NobleOak must be provided with a fully completed application;
- (b) the proposed Life Insured in the application must meet the eligibility requirements set out in rule 19;
- (c) the application for insurance must specify the insurance benefits that are being requested;
- (d) NobleOak must be provided with such evidence of the health of the proposed Life Insured that is required by NobleOak (including medical evidence);
- (e) NobleOak must be provided with such other information as is reasonably required by NobleOak; and
- (f) the Applicant must pay any applicable premium that NobleOak requires to be paid prior to the commencement of the insurance cover.

18.2 The application for insurance shall be made in such manner as is acceptable to NobleOak from time to time.

18.3 NobleOak may reject or defer any application for insurance cover without being obliged to give reasons.

18.4 NobleOak will respond to applications for insurance cover with confirmation of acceptance, revised terms, rejection or deferral.

## **19. ELIGIBILITY OF THE LIFE INSURED**

19.1 An application for insurance requires the proposed Life Insured under that application to meet the following eligibility requirements at the time of the application. To be eligible, the proposed Life Insured must:

- (a) be an Australian Resident;
- (b) be accepted as either:

- a PPS Mutual Member at or about the same time as the Life Insured is or about to be accepted by NobleOak, or
  - a child under the age of 18, where the child is the child (whether by birth, step, adoption, grand or legal guardianship) of a Member who is or is about to be accepted by NobleOak.
- (c) be no younger than any lower age limit applying to the benefit type being requested as is set out in the respective Benefit Appendix;
- (d) be no older than the upper age limit applying to the benefit type being requested as is set out in the respective Benefit Appendix; and
- (e) meet any additional eligibility requirements applying to the benefit type being requested as is set out in the respective Benefit Appendix.
- 19.2 NobleOak may at its discretion choose to waive any of these eligibility requirements as NobleOak determines.

## 20. INFORMATION PROVIDED TO NOBLEOAK

- 20.1 The Duty of Disclosure applies to both the Applicant and the Life Insured, from the point at which a new application, application for additional benefits or increased insurance cover or a reinstatement application is started up until the point at which the application is accepted by NobleOak and the cover issued.
- 20.2 NobleOak's decision to provide insurance cover will be based on the information provided by the Applicant and the Life Insured prior to NobleOak agreeing to provide the insurance cover. If NobleOak agrees to reinstate or increase any benefits or make any other changes to the insurance, NobleOak's decision will also be based upon the information that the Member and the Life Insured provided to NobleOak at that time through the application, which is subject to the Duty of Disclosure.
- 20.3 If the Member or Life Insured fails to comply with the Duty of Disclosure, or makes a misrepresentation or failed to meet the eligibility requirements then NobleOak may apply the following rights outlined in rules (a) to (d) below to the insurance cover under a Plan. In applying these rights, NobleOak may also consider applying these rights separately to each type of insurance benefit as if the benefit was a separate Plan.
- (a) If the Member or Life Insured does not tell NobleOak one or more things that they were required to and NobleOak would not have insured the Life Insured had the Member or the Life Insured told us, then NobleOak may avoid the Plan and cancel all cover provided under it within three years of entering into it.
- (b) Alternatively, instead of avoiding the insurance cover and cancelling the Plan, NobleOak may choose to reduce the benefits for all or part of the insurance cover under the Plan in accordance with the formula:

$$\text{Benefits payable} = S * P / Q$$

where:

**S** is the number of dollars that is equal to the sum insured (including any bonuses).

**P** is the number of dollars that is equal to the premium that has, or to the sum of the premiums that have, become payable under the Plan; and

**Q** is the number of dollars that is equal to the premium, or to the sum of the premiums, that the insurer would have been likely to have charged if the duty of disclosure had been complied with or the misrepresentation had not been made.

For periodic payments the Sum Insured means each such payment. Any reduction to benefits payable in respect of the death of a Life Insured can only occur within three years of the commencement date.

- (c) Alternatively, instead of avoiding the insurance cover and cancelling the Plan or reducing the amount of the benefits under the Plan, NobleOak may at any time for any benefits provided under the Plan other than benefits payable in respect of the death of a Life Insured, vary the insurance cover under the Plan in such a way as to place the NobleOak in the position we would have been if all relevant matters had been disclosed to NobleOak.
  - (d) If the non-disclosure, misrepresentation or failed eligibility is fraudulent, NobleOak may refuse to pay the claim at any time and treat the Plan as if it never existed.
- 20.4 Without limiting the effect of this rule 20, if NobleOak determines that the incorrect gender, date of birth, smoking status, occupation or occupation class was provided to NobleOak in respect of a Life Insured, NobleOak can revise the amount NobleOak has to pay in the event of a claim in order to correct the error.
- 20.5 The Member is required to notify NobleOak immediately if the Member becomes aware that the Member or the Life Insured may have breached the Duty of Disclosure, made any misrepresentation or failed to meet the eligibility requirements in respect of a Life Insured.

## **21. INSURANCES ISSUED UNDER A PLAN**

- 21.1 Insurance cover may be issued by NobleOak under one or more separate Plans as determined by NobleOak. Multiple benefit types may be issued under a single Plan as determined by NobleOak.
- 21.2 This Fund allows for Members to obtain insurance cover for one or more Life Insureds under the same Plan. NobleOak shall determine from time to time the number of "Life Insureds" permitted under a Plan or any of the insurance provided under a Plan.



## **PART C: CONDITIONS RELATING TO INSURANCE BENEFITS**

### **22. INSURANCE COVER PROVIDED**

- 22.1 This Fund makes available insurance cover for a range of optional Benefit types. Benefits will only be payable:
- (a) for insured events that occur after the commencement date for the respective insurance cover;
  - (b) for insured events that occur prior to the end of the Member's insurance cover; and
  - (c) for the Insured Benefits which are in force at the time that the insured event occurs.
- 22.2 The benefit types for which insurance cover has been provided to the Member will be identified in the Member's most recent Certificate of Membership.
- 22.3 The details of when benefits are payable and the circumstances when they will not be paid are set out in these Rules. The Benefit Appendices contain details specific to each respective benefit type, including details of the insured events and any applicable exclusions.

### **23. MULTIPLE LIFE INSURED UNDER A PLAN**

- 23.1 Where there is more than one Life Insured covered under a Plan, none of which are child Lives Insured, the insurance cover provided in respect of each Life Insured will exist as a separate insurance. This means that:
- (a) the Plan Conditions apply separately to each Life Insured;
  - (b) the benefits provided by the insurance cover will be payable in relation to each Life Insured;
  - (c) the payment of a benefit in respect of one Life Insured will not affect the benefits provided in relation to the others; and
  - (d) the termination of the insurance cover on one Life Insured does not affect the insurance cover provided in relation to the others.
- 23.2 Where there is one or more child Lives Insured under a Plan, the insurance cover provided in respect of each child Life Insured will exist as a separate insurance. This means that:
- (a) the Plan Conditions apply separately to each child Life Insured;
  - (b) the benefits provided by the insurance cover will be payable in relation to each child Life Insured;
  - (c) the payment of a benefit in respect of one child Life Insured will not affect the benefits provided in relation to any Life Insured or any other child Life Insured;
  - (d) the termination of the insurance cover on one child Life Insured does not affect the insurance cover provided in relation to any Life Insured or any other child Lives Insured; and
  - (e) the payment or termination of the last remaining benefit in respect of a Life Insured will cause the attached Child Insurance for all child Lives Insured to terminate.

## **24. PLAN OWNERSHIP**

- 24.1 The Member named in the Certificate of Membership is the owner of the Plan and the insurances provided thereunder. Where there is more than one Member who owns the Plan, then the insurances provided by the Plan are owned jointly by those persons.
- 24.2 Where a Member dies and they are the joint owner of the Plan, then the ownership of that Plan will revert to the surviving owner.
- 24.3 The Member may at any time transfer the ownership of their Plan to another person or entity. The transfer will only be effective when the eligibility and requirements of NobleOak have been met and NobleOak has registered the transfer. All owners must agree to the transfer and the transferee must apply for membership of the Fund.

## **25. PAYMENT OF BENEFITS**

- 25.1 The payment of any benefit is subject to the Rules of the Fund.
- 25.2 Any benefit that has been approved to be paid, will be paid to the Member, except in the circumstances set out in rule 25.3 where a Life Insured has died.
- 25.3 If a death benefit is to be paid from a PPS Mutual Insurance Benefit, and
- a) there is only a single person involved, where that person is both the Member who owns the Plan and also the Life Insured, then
    - if that Member has nominated a beneficiary to receive the benefits, and at least one such beneficiary remains alive, then that surviving beneficiary (or surviving beneficiaries) will receive the benefits in such proportions as is nominated by the Member, or if any of those beneficiaries have pre-deceased the Member, then the benefits payable will be proportionately increased to the surviving beneficiaries; or
    - if that Member has nominated a beneficiary to receive the benefits, and that beneficiary (or all the beneficiaries if more than one) have pre-deceased the Member, then the Member's estate will receive the benefits;
  - b) there is more than one Member who owns the Plan, and one of those Members is also a Life Insured who has died, then the benefits will be payable to the surviving Member;
  - c) the Member who owns the Plan is a Superannuation Trustee, then the benefits will be payable to the associated Superannuation Fund; or
  - d) NobleOak is legally required to pay a benefit to someone else, then the benefit will be paid in accordance with that legal instruction.

## **26. CHANGES TO THE MEMBER'S INSURANCE**

### **Automatic Indexation Increase**

- 26.1 Except where stated otherwise in a Benefit Appendix, each year on the anniversary date, NobleOak will automatically increase the Sum Insured of all benefits provided by the Plan by the indexation rate. The indexation increase will commence on the anniversary date and will apply for the next year of the insurance cover.
- 26.2 The Member's premiums will increase in conjunction with the increase in any sum insured based on the applicable rate table and any applicable discounts or loadings (see rule 28.11).
- 26.3 If in any year the Member does not want the automatic indexation increase to apply to their benefits then the Member must tell NobleOak no later than 1 month after the anniversary date. The Member can also tell NobleOak at any time that the Member does not want the increase to be applied to the Member's benefits in future years.

- 26.4 The Member can choose to have the automatic increase apply to some benefit types but not others.
- 26.5 The Member may at any time request NobleOak to restart the automatic indexation increase. All requests to restart the automatic indexation increase are subject to the approval of NobleOak and NobleOak may ask the Member to provide NobleOak with information about the Life Insured to help NobleOak decide.

### **Requesting Changes to Benefits**

- 26.6 The Member may at any time request NobleOak to:
- (a) cancel any of the benefit types that make up the Insured Benefits or otherwise decrease the Sum Insured of any of the Insured Benefits provided under their Plan. NobleOak will agree to this request provided the requested sum insured is within any permitted benefit limits set out in the Benefit Appendix applying to the benefit type in question.
  - (b) provide cover for additional benefit types or otherwise increase the sum insured of any of the Insured Benefits provided under their Plan. All requests are subject to the approval of NobleOak and NobleOak may ask the Member to provide NobleOak with information about the Life Insured to help NobleOak decide.
- 26.7 The Member's premiums will change as a consequence to the change to the Member's cover (see rule 28.7).

### **Benefit Amounts Exceeding Permitted Maximum**

- 26.8 The Benefit Appendices may set out benefit limits that apply to the respective benefit types.

### **Changes Required Due To Legal or Regulatory Changes**

- 26.9 Subject to obtaining the approval of APRA in accordance with the Life Act, NobleOak may vary the terms and conditions of a Plan (or any insurance thereunder) where required as a result of any law or regulatory requirement. This is provided any such variation applies to all Plans issued under the version of the PDS that the Plan was issued under. The Member will be given 30 days' notice in writing of any variation.

### **Changes to The Member's Insurance – General Requirements**

- 26.10 Unless stated otherwise, any changes to the Member's insurance cover will not be effective unless agreed to by NobleOak. Any documentation confirming the change will then form part of the terms and conditions of the Member's Plan Conditions. All changes will be effected as a variation to the Member's existing Plan.

### **Upgrades to The Member's Insurance**

- 26.11 From time to time, NobleOak will make changes to these Rules. Subject to meeting any requirements of the Constitution of The Society and obtaining the prior approval of APRA in accordance with the Life Act, NobleOak may at any time vary the terms of these Rules (including varying the terms of an existing Benefit Appendix). Where APRA is satisfied it is appropriate to do so, rule and clause changes may be adopted by Board resolution. The Board must consider fairness and equity to Members before approving any changes.
- 26.12 NobleOak will automatically pass any future product enhancements to these Benefit Fund Rules, provided they do not result in an increase in premium and Members accept these enhancements by continuing to pay premiums. Where the future product enhancements alone result in an increase in the premium rates, Members may apply to upgrade to the new cover.

- 26.13 Any enhancements passed on to Members will apply to future claims. The enhancements will not apply to current claims or to any claims resulting from medical conditions, illness, injury or disability, which occurred before these enhancements came into effect.
- 26.14 Where legislation requires, NobleOak will advise Members of such changes on or before the benefit anniversary immediately after the date of the changes. Unless stated otherwise, the upgrade will be effective on the benefit anniversary date or the date a Member agrees to the upgrade.

## **27. BENEFIT EXCLUSIONS**

- 27.1 Exclusions specific to each benefit type are set out in the respective Benefit Appendix. NobleOak may at its discretion choose to waive any of these exclusions as NobleOak determines, provided the waiver is to all Plans within a defined group and the waiver does not apply to one Member only.
- 27.2 At time of application for an Insurance Benefit, NobleOak may choose to offer insurance cover subject to one or more additional and specific exclusions and/or limitations in respect of the life to be insured. A list of all the possible exclusions and limitations are set out in Appendix X.
- 27.3 Any special exclusions or limitations contained in Appendix X that apply to a Life Insured and have been agreed with the Member are shown on the Certificate of Membership.
- 27.4 NobleOak will not pay a benefit if an exclusion or limitation placed upon the insurance applies and if the cause of the claim meets the definition of the exclusion or limitation.

### **Increases in Benefits and Exclusions**

- 27.5 All increases due to automatic increases (such as indexation or future increases benefit) will be subject to the same exclusions that applied from when that Insured Benefit commenced, or from when a non-automatic increase was added in respect of that increase.
- 27.6 Any non-automatic increases and any benefits added to a Plan, will be applied for and assessed by NobleOak at the time of that increase or addition. Any exclusions that result, will only apply to that increase or addition. In other words, each tranche of insurance cover will only be subject to the exclusions as they apply to that tranche.

### **Reinstatement of Benefits**

- 27.7 A Member may apply to NobleOak to have expired cover on a Life Insured reinstated. Any reinstatement will be upon terms set by NobleOak at that time, including summary, partial or full underwriting.
- 27.8 The reinstatement of any benefit type is subject to:
- (a) the insurance cover for that Life Insured being no more than 12 months expired;
  - (b) the insurance cover for that Life Insured has not since been reinstated by the Life Insured himself/herself or another party;
  - (c) all premium arrears being paid;
  - (d) all exclusions placed upon that benefit type prior to it having ended being re-applied in respect of that Life Insured (including those referred to in rule 27); and

- (e) reinstated insurance cover for that Life Insured commencing from the date of reinstatement (not from the date when insurance cover lapsed) as confirmed by NobleOak once underwriting requirements have been met.

27.9 Where there is a reinstatement of any benefit type and an existing exclusion is stated to only apply for a period of time after the "commencement date", this exclusion will also apply to the reinstated insurance cover for the same stated period commencing as and from the date of reinstatement.

## **28. PREMIUMS AND OTHER CHARGES**

### **Requirement to Make Premiums Payments**

- 28.1 The premium is the cost of the Member's insurance cover. In order for the Member's Plan to continue the Member's premium must be paid by the due date. Premiums must be paid by:
- (a) automatic debit from a bank, building society or credit union account for which the Member has provided NobleOak with a direct debit request;
  - (b) NobleOak charging a credit card;
  - (c) NobleOak accepting a cheque (for annual premiums only);
  - (d) NobleOak accepting BPay (for annual premiums only); or
  - (e) such other method that NobleOak chooses to accept.
- 28.2 Where there is more than one Life Insured under a Member's Plan, the premiums for all Life Insureds must be paid together so that only one premium payment is made.

### **Premium Calculation**

- 28.3 The Member's premiums may be determined on a level basis, a stepped basis or a hybrid basis, being a combination of both stepped and level premiums, as determined by NobleOak from time to time in accordance with the selection made by the Member. The basis on which premiums are determined may differ between benefit types and the optional benefit types. If premiums are payable on a hybrid basis, then the Certificate of Membership will show separate benefits for the stepped premium basis and the level premium basis.
- 28.4 The Member's premiums are calculated annually and will apply for the next year of the cover. This premium is initially calculated as at the commencement date and then upon each subsequent anniversary date thereafter.
- 28.5 The amount of the premium each year that is applicable to a Life Insured will be dependent upon the then current:
- (a) benefits types covered and their respective Sum Insureds (taking into account any agreed increase and automatic indexation increase);
  - (b) premium basis, premium rates and rating factors for each of the benefits types;
  - (c) frequency loading, if applicable;
  - (d) premium method of payment fees (if any);
  - (e) plan fee (if any);
  - (f) loadings or discounts that NobleOak have specifically applied to the insurance cover (if any); and
  - (g) government charges that apply (if any).

The Life Insured's age, gender, smoking status and occupation may also affect the amount of the premium.

- 28.6 The premium for each Insured Benefit and each tranche of Insured Benefit is calculated separately.
- 28.7 If there are any changes to the benefits types or the respective Sum Insureds between anniversary dates, this will require the annual premium to be recalculated for the remainder of the current year of insurance cover. A premium adjustment will then be required to take account of the change.
- 28.8 When a benefit is reinstated, premiums will recommence on the same basis as they were before the reinstatement. If the premium rates were stepped beforehand, they will continue as stepped after reinstatement. If the premium rates were level beforehand, they will continue as level after reinstatement, based on the age that applied when that PPS Mutual Insurance Benefit originally started.
- 28.9 In some circumstances, a level premium is payable which is stated to be payable to an anniversary date after a specified age. At that date, and if the insurance cover continues, the level premium rate will revert to a stepped premium rate.

### **Premiums Payment Frequency Loading and Premium Method of Payment Fee**

- 28.10 Premiums are due and payable annually in advance.
- 28.11 At the Member's request and subject to any method of payment constraints, the annual premium can also be paid more frequently than annually. When paid more frequently than annually, a frequency loading will apply. The maximum frequency loading that NobleOak may apply is 6%, or such other percentage that NobleOak determines from time to time.
- 28.12 The amount of the annual premium or the instalment premium (where applicable) will be shown in the Certificate of Membership or otherwise notified to the Member from time to time.
- 28.13 An additional fee may be charged to the Member to absorb any costs associated with their chosen premium method of payment.

### **Premium Rates, Rating Factors, Benefit Limits and Changes**

- 28.14 Separate premium rates, rating factors and benefit limits apply to each of the respective benefit types. These premium rates, rating factors and benefit limits are set by NobleOak and are not guaranteed.
- 28.15 Each Benefit Appendix sets out the minimum premium rates that will apply to that benefit type. The premium rates that apply to a benefit type shall not be less than minimum premium rates for that benefit type.
- 28.16 NobleOak can change the premium rates (including the premium payable for the PPS Mutual Profit-Share Plan), any applicable loadings, discounts or other rating factors, the minimum and maximum sums insured and any other benefit dollar limits for any benefit type where all of the following apply:
- (a) NobleOak must also apply the change to all Plans within a defined group and must not apply any increase to one Member only;
  - (b) NobleOak must give affected Members at least 30 days' advance notice of any change;
  - (c) the change must be approved by the NobleOak Board of Directors after consideration of the advice of the Appointed Actuary of NobleOak;
  - (d) unless the change is required to be implemented earlier by the NobleOak Board based on the advice of the Appointed Actuary of NobleOak, then any change will only be effective from the next anniversary date of the benefit type in question.

28.17 NobleOak will make the then current premium rates, rating factors and benefit limits for a benefit type available to a Member upon the request of a Member that has in-force cover for that benefit type.

### **Plan Fee**

28.18 The Member's premium may include an annual plan fee up to the maximum fee permitted by rule 28.19. Where an plan fee is payable by a Member, this will be disclosed to the Member prior to the commencement date of their Plan. Where applicable, the plan fee will be a flat fee payable on a per Plan basis and is unaffected by:

- (a) the benefit types and the respective Sum Insureds provided under the Plan; or
- (b) whether one or more Life Insureds are covered under the Plan.

28.19 The maximum annual plan fee permitted under rule 28.18 is \$300 per annum, increasing by no more than the higher of the indexation rate or 10% each year.

28.20 Where the Member's premium is paid in installments, any annual plan fee will be payable in equal instalments together with the Member's premium payments. The amount of either the annual plan fee or the instalment plan fee (where applicable) will be shown in the Certificate of Membership or otherwise notified to the Member from time to time.

28.21 NobleOak can change the amount of the annual plan fee or the manner of its calculation after the commencement of a Member's Plan. However, in order to make this change NobleOak must also apply the change to all Plans within a defined group and NobleOak must not apply any increase to one Member only. NobleOak will give affected Members at least 30 days' advance notice of any change.

### **Premium Discounts and Rebates**

28.22 NobleOak may at its discretion offer Members:

- (a) a large Sum Insured discount on standard premium rates;
- (b) a premium rebate on premiums paid by a Member; or
- (c) premium discounts by means of a waiver of a portion of a Member's annual premium.

### **Government charges**

28.23 Where NobleOak requests, the Member will also have to pay NobleOak any duty, tax, excise or charge of the Commonwealth, or a State or Territory Government that is payable in connection with the Member's Plan. NobleOak will also deduct from the payment of a benefit any duty, tax, excise or charge NobleOak are required by law to deduct.

28.24 Where GST applies to any part of the premium, this amount will be included in the premium that the Member is required to pay.

### **Failure to Pay Premiums**

28.25 If a premium (including a premium installment) is not paid by the due date then NobleOak will remind the Member of the need to pay this amount by notice in writing (or by such other means of notification that the law permits). NobleOak will cancel the Member's Plan if the premium remains unpaid after the date set out in the notice. Where there is more than one Life Insured covered under the Plan or more than one Plan dependent on the payment of those premiums, the non-payment of a premium may result in the cancellation of all insurances provided under the respective Plan(s).

28.26 If an event entitling the Member to a benefit occurs before the Member's Plan is cancelled, NobleOak will pay the benefit amount due less any unpaid premiums.

## **29. CLAIMS**

### **Notification of a Claim**

- 29.1 If the Member (or the Member's legal representative) wishes to make a claim, the claimant must notify NobleOak as soon as is reasonably practical of the occurrence of an event that may entitle the Member to claim a benefit. All claims should be notified within three months of such an event. A delay in notifying NobleOak of a claim could affect the Member's entitlement to a benefit if NobleOak has been prejudiced by the delay

### **Making a Claim**

- 29.2 Before NobleOak will pay a claim, NobleOak will need to be provided with all the proof that NobleOak reasonably regards as necessary to establish that the insured event has occurred and that the Member is entitled to be paid a benefit.
- 29.3 NobleOak will need to be provided with a completed claim form and such other documentation and evidence to justify the claim that NobleOak requests. This may include a report from a registered medical practitioner, a post mortem examination and any other medical occupational, financial or factual evidence as NobleOak may require. The documentation and evidence that NobleOak requires the claimant to provide must be obtained by the claimant and the cost of this is the Member's responsibility. NobleOak will tell the claimant of its requirements upon notification of the claim.
- 29.4 If any insurance cover is provided to a Member on the proviso that an existing life insurance policy (being life insurance, TPD insurance, trauma insurance, income protection insurance or business expenses insurance as applicable) will be terminated, then the payment of any claim under this PPS Mutual Benefit Fund will be subject to the member providing proof of cancellation of the existing policy and there being no claims payable under that existing policy. If the existing policy is not terminated and any claim arises on the new insurance cover, then NobleOak will treat the new insurance cover as null and void from the commencement date, and all premiums paid will be refunded.

### **Additional Evidence**

- 29.5 NobleOak may require that NobleOak be provided with additional information as part of its consideration of the claim and this may include having the Life Insured examined by one or more registered medical practitioners or other health care practitioner that NobleOak has chosen. Where NobleOak specifically requires a Life Insured to undergo a medical examination to support the additional evidence sought, NobleOak will pay for that examination.
- 29.6 NobleOak may require proof of the Life Insured's current occupation and any other relevant matters before NobleOak will pay a claim.

## **30. DURATION OF THE INSURANCE**

### **Commencement of Insurance**

- 30.1 A Member's insurance cover for a Benefit starts on the commencement date shown in their Certificate of Membership.
- 30.2 The Certificate of Membership will be updated when new Benefits are applied for and accepted by NobleOak, when Benefits are terminated and at each anniversary. The commencement date may vary for different Benefits and different Lives Insured.



- 30.3 The insurance cover provided to a Member is guaranteed renewable. This means that except where explicitly stated in a Benefit Appendix (or a Certificate of Membership for a Member), then regardless of any changes in the health, occupation or pastimes of a Life Insured, the insurance cover provided in respect of that Life Insured will continue to be made available on an ongoing basis until terminated in accordance with these Rules.

### **Termination of Insurance**

- 30.4 The Member may at any time cancel their Plan or any insurance or benefit type or option provided under the Plan. The termination of the cover does not affect any rights to benefits accrued prior to that time but the Member will not be able to make a claim for an insured event that occurs after termination of the Plan or the cover for that benefit type or option.
- 30.5 The insurance provided in respect of a Life Insured terminates upon the earliest of the following:
- (a) that Life Insured's death;
  - (b) upon the Member cancelling their Plan or the insurance held in respect of that Life Insured under their Plan (Note: after the cooling-off period, this will be deemed to be the next premium due date where premiums are paid by instalments);
  - (c) NobleOak cancels the insurance applicable to that Life Insured;
    - (i) because the Member's premiums are unpaid (see rule 28.25);
    - (ii) because the eligibility requirements for that insurance set out in rules 16.1 or 18.1 were not met as at the commencement date of the insurance;
    - (iii) in the circumstances set out in rule 20.3(a), including where NobleOak exercises its rights in relation to a breach of the Duty of Disclosure; or
    - (iv) in the other limited circumstances permitted by law; or
  - (d) the occurrence of any terminating event set out in an applicable Benefit Appendix in respect of that Life Insured.
  - (e) When the insurance cover is held through the PPS Mutual Superannuation Fund (or such other name that NobleOak calls this superannuation fund), then the cover will be cancelled by that Superannuation Fund:
    - (i) 30 days after the Life Insured ceases to be a member of that superannuation fund; or
    - (ii) when the Life Insured becomes ineligible for membership of that superannuation fund under law.
- 30.6 The termination of certain benefit types may have the effect of automatically terminating other benefit types where the provision of that benefit type was dependent upon that other benefit type continuing to be in force. These dependencies (if any) will be set out in the respective Benefit Appendix and disclosed to the Member prior to the commencement date of their Plan.
- 30.7 If the insurance in respect of a Life Insured is or is about to be terminated due to Member cancellation in clause 30.5(b) or unpaid premiums in clause 30.5(c)(i), and the Life Insured is not the Member who owned the Plan, then NobleOak will make an offer to the Life Insured to reinstate the insurance that has or is about to be terminated, including the associated PPS Mutual Profit-Share Plan, subject to the terms in clause 30.8.
- 30.8 The terms of the offer are:
- (a) all reasonable effort will be used to make the offer to the Life Insured, using the latest available contact details for the Life Insured, however NobleOak accepts no responsibility if the offer fails to reach the Life Insured;
  - (b) the Life Insured will have up to 30 days to accept the offer;

- (c) the offer will be withdrawn if the original Member reinstates the cover before the 30 day offer expires;
- (d) NobleOak may seek additional information from the Life Insured to substantiate the reinstated cover if the cover exceeds \$2,000,000 for lump sum benefits or \$20,000 per month for income benefits;
- (e) the reinstated cover will be subject to any restrictions, exclusions and loadings that were in place before the cover terminated; and
- (f) the reinstated cover will be subject to the terms and conditions of the PPS Mutual Benefit Fund Rules.

## **Reinstatement of Insurance**

30.9 The Member may request NobleOak to reinstate:

- (a) the Member's Plan after it has terminated; and/or
- (b) any insurance, benefit type or option provided under the Plan that has terminated,

providing the request is within 12 months of the termination date, and subject to these clauses 30.9 to 30.13.

30.10 The PPS Mutual Profit-Share Plan in Appendix 1 may only be reinstated up to 90 days after the last unpaid premium due date on the last remaining insurance benefit. So any subsequent reinstatement of insurance benefits will not include the reinstatement of the PPS Mutual Profit-Share Plan. In this case, a new PPS Mutual Profit-Share Plan will be established.

30.11 All requests for reinstatement are subject to NobleOak's usual reinstatement processes, requirements, and approval which means NobleOak may ask the Member and Life Insured to provide NobleOak with information about the Life Insured to help NobleOak decide whether to reinstate the risk. If NobleOak does agree to reinstate the insurance cover, NobleOak may also place additional conditions upon the reinstatement, such as loadings and/or exclusions.

30.12 Upon reinstatement, the insurance cover will commence from the reinstatement date, notwithstanding that outstanding premiums from the date of termination will be required.

30.13 Subject to the Life Act and Prudential Standards, the reinstatement requirements and timeframes stated in rules 30.9 to 30.12 may be altered by NobleOak in extenuating circumstances.

## **31. MISCELLANEOUS PROVISIONS**

### **Cooling-off period**

31.1 A Member is entitled to exercise cooling off rights in the manner and to the effect provided in the Corporations Act 2001 (Cth). The Member can exercise this right by contacting NobleOak within that period and requesting for the Plan to be cancelled. NobleOak will then cancel the Plan and refund any premiums that the Member has paid.

31.2 NobleOak currently provides a 30 day cooling off period. NobleOak may choose to change the cooling off period to the minimum required Under the Corporations Act 2001 (Cth) or longer as it sees fit. Where the cooling off period is changed this will be disclosed to the Member prior to the commencement date of their Plan.

31.3 If there is more than one Life Insured and/or Benefit covered under the Plan, the Member can choose to cancel any one or more of the insurances so covered. This is provided that the cancellation of the insurance for that Life Insured and/or Benefit doesn't breach any requirement for that insurance to continue in order for other insurances or benefit types to be able to continue.

## **No Surrender Value**

- 31.4 This Fund provides risk insurance cover only and the Member's Plan has no surrender value (unless otherwise specified in a Benefit Appendix). All premiums paid are used to provide life insurance cover to Members and Members are not guaranteed to receive any money back if any insurance ceases after the cooling off period has expired, other than a pro rata refund of any annual premiums paid on that insurance or as specified in a Benefit Appendix.

## **Lost or Destroyed Certificate of Membership**

- 31.5 If the Member's Certificate of Membership is lost or destroyed NobleOak will replace it at the Member's written request. However, NobleOak may charge the Member to recover its costs involved with replacing it and meeting any statutory requirements. NobleOak may also require the Member to complete a lost policy declaration form.

## **Australian Currency**

- 31.6 All premiums paid by Members to NobleOak, and benefits to be paid by NobleOak to a Member in connection with the insurance cover under these Rules are payable in Australia in Australian currency. All amounts stated in the Certificate of Membership are in Australian Dollars.

## **Correspondence and Instructions**

- 31.7 NobleOak will send correspondence (including the Certificate of Membership) to the Member at the address the Member last told NobleOak. If the Member provides NobleOak with an email address NobleOak may send all or any correspondence to the Member by email or other electronic means (where the law permits). It is essential that the Member tells NobleOak of any change in the Member's postal or email addresses.
- 31.8 NobleOak may accept instructions or applications for insurance from a Member or an Applicant or an agent acting on behalf of a Member or Applicant by telephone or such other electronic means as permitted by NobleOak from time to time.

## **Worldwide Cover**

- 31.9 Unless specified elsewhere in the Rules or Membership Certificate, insurance cover will be provided for insured events occurring 24 hours a day anywhere in the world.

## **Privacy**

- 31.10 NobleOak will safeguard the personal information of Members and Life Insureds as required by the Privacy Act 1988.
- 31.11 NobleOak's Privacy Policy will be made available to Members and Life Insureds upon request.

## **Complaints**

- 31.12 NobleOak has established procedures to deal with any complaints that Members may have about their Plan. Members will also have access to an external dispute resolution body where NobleOak are unable to resolve a dispute to the Member's satisfaction.
- 31.13 Information on NobleOak's dispute resolution process will be made available to Members upon request.

## Benefit Appendix 1

# PPS MUTUAL ACCIDENTAL DEATH INSURANCE AND PROFIT-SHARE ACCOUNT

## 1. DEFINITIONS

The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“accidental death benefit”** means the benefit payable under this Benefit Appendix upon the death of the Life Insured as a result of an accident.

**“Appointed Actuary”** means the Appointed Actuary of NobleOak as required by Section 92 of the Life Act.

**“Board”** means the directors of NobleOak as varied from time to time.

**“injury”** means an injury to the body caused by an accident.

**“PPS Mutual Insurance Benefit”** means any insurance benefit from the PPS Mutual Benefit Fund, excluding this PPS Mutual Accidental Death Insurance and Profit-Share Account.

**“profit-share account”** means the benefits that accrue to the Member as set out in clause 4.2.

**“profit-share benefit”** means the amount that is payable under this Benefit Appendix as determined in accordance with clause 4.2.

**“profit-share pool”** means the accumulated funds from which profit-share benefits are paid.

**“sum insured”** means \$10,000, or such other amount as NobleOak may determine from time to time.

**“working group”** means a group comprising representatives of PPS Mutual Limited and NobleOak, which recommends to the NobleOak Board:

- how any profit of the product is assigned by NobleOak to Members each year;
- how the assets within the Profit-Share Pool should be used; and
- whether extreme investments losses within the Benefit Fund should be assigned to the Profit-Share Pool.

## 2. BENEFIT NAME

2.1 The benefit provided under this Benefit Appendix is to be known as “PPS Mutual Profit-Share Plan” (or such other name NobleOak may subsequently determine from time to time).

2.2 The details of this cover are set out in this Benefit Appendix.

### **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual Profit-Share Plan, the Life Insured must at the time of the application be a PPS Mutual Member or about to be accepted as a PPS Mutual Member, and either;
- (i) covered for a PPS Mutual Insurance Benefit which is not owned by a trustee of a superannuation fund.  
In this case, the Certificate of Membership will show that the Member and Life Insured for this PPS Mutual Profit-Share Plan is the same person; or
  - (ii) covered for a PPS Mutual Insurance Benefit which is owned by a trustee of a superannuation fund.  
In this case, the Certificate of Membership for this PPS Mutual Profit-Share Plan will show that the Member is the trustee of the applicable superannuation fund, and the Life Insured is a named member of that superannuation fund, who is also covered for one or more PPS Mutual Insurance Benefits.
- 3.2 This PPS Mutual Profit-Share Plan will be automatically provided to the relevant Member as determined in clause 3.1 upon acceptance of another PPS Mutual Insurance Benefit covering the respective Life Insured.
- 3.3 This Benefit Appendix only applies to Members who have been issued with a PPS Mutual Profit-Share Plan. The Member to whom this PPS Mutual Profit-Share Plan applies is shown in the Certificate of Membership. The Certificate of Membership shows the commencement date from when benefits under this PPS Mutual Profit-Share Plan apply.
- 3.4 A person or entity may own more than one PPS Mutual Profit-Share Plan.

### **4. BENEFITS**

#### **4.1 Accidental Death Benefit**

- 4.1.1 NobleOak will pay the accidental death benefit where the Life Insured dies as a direct result of an injury (or injuries), provided that both the accident that caused the injury (or injuries) and death occurred while the Life Insured is covered for this PPS Mutual Profit-Share Plan, and provided that death occurs within 90 days of the accident.
- 4.1.2 The accidental death benefit payable by NobleOak is the amount of the sum insured and is payable as a lump sum.
- 4.1.3 The payment of an accidental death benefit will not reduce any benefit provided under another Benefit Appendix.
- 4.1.4 The automatic annual increase in rule 26 will not apply to the sum insured.

#### **4.2 Profit-Share Account**

- 4.2.1 A profit-share account will be set up in respect of the PPS Mutual Profit-Share Plan Member to commence from the PPS Mutual Profit-Share Plan commencement date. Each PPS Mutual Profit-Share Plan Member will have a profit-share account. These profit-share accounts reside within the PPS Mutual Benefit Fund.
- 4.2.2 After each 30 June, the Board will seek a Financial Condition Report in compliance with APRA Prudential Standards from the Appointed Actuary. The Financial Condition Report includes a determination of the size and allocation of after-tax profits (or losses) to the Profit-Share Pool.

- 4.2.3 After each 30 June, the Board will seek:
- a) a recommendation from the Working Group regarding the size and allocation of any profit-share to individual Profit-Share Accounts. Profit-share will be assigned via profit-share rates. The Working Group will take into account those items listed in Table A before making a recommendation to the Board. Profit-share rates can be positive or negative broadly reflecting whether the Profit-Share Pool increased or decreased over the year. The Working Group will advise both the annual profit-share rates, which reflect experience over the previous year and interim profit-share rates; and
  - b) advice from the Appointed Actuary on the impact of the Working Group's recommendation on the equity between members and the financial stability of the Fund.
- 4.2.4 By the following 30 September, the Board will approve profit-share rates applicable to the PPS Mutual Profit-Share Plan. This process and these dates are subject to change from time to time, and will be notified to Members if applicable.
- 4.2.5 The Working Group and/or Appointed Actuary may recommend changes to the Profit-Share interim rates during the year as experience emerges.
- 4.2.6 Once the Board has approved the profit-share rates applicable to the PPS Mutual Profit-Share Plan, then the Member's individual profit-share accounts will be updated accordingly. Statements will be provided to Members no less frequently than annually showing the changes and balance of the profit-share accounts.
- 4.2.7 The profit-share rates declared each year will be a percentage of the annual premiums paid by the member (these may vary by benefit) and also as a percentage of the balance in the member's profit-share accounts.
- 4.2.8 The profit share rates may be positive or negative. As such, the balances in the Member's profit-share accounts and shown in the Member's annual statements are not guaranteed to that Member in the ordinary passage of time. They will increase when profit-share rates are positive and decrease when profit-share rates are negative.
- 4.2.9 Profit-Share Account balances can fall to zero but can never go negative. The Profit-Share Pool may be negative. In this circumstance all individual Profit-Share Account balances will be reduced to zero and the profit share rates will remain at zero until the Profit-Share Pool returns to a positive balance. If the Profit-Share Pool does become negative, then Members will be informed of this fact along with the magnitude of the negative balance in the next annual update.
- 4.2.10 The profit-share only becomes payable (or part payable) to a Member when a payment circumstance occurs with a payment percentage greater than 0% (from Table C) and an amount is then paid.
- 4.2.11 In accordance with Table C, a Member will be paid a profit-share benefit when a payment circumstance occurs having a payment percentage greater than 0%. The maximum amount of profit-share benefit paid will be; the profit-share account as at the latest date when profit-share accounts were updated with profit-share rates multiplied by the payment percentage applicable to that payment circumstance, and then that result updated further with any interim profit-share rates for the remaining part year completed. If more than one payment circumstance applies at the same time, then they will be considered in the order shown in Table C.
- 4.2.12 If the payment circumstances from Table C are (4), (5) or (6), then the Member may elect to receive less than the profit-share account multiplied by the payment percentage. In this case, the profit-share account will be reduced by the amount paid.

- 4.2.13 If the payment circumstances from Table C are due to termination under rule 30.5 (b) or rule 30.5 (c) (i), then a period of time will elapse for the proper process of giving at least 30 days notice and reinstatement options in writing to the relevant Member and Life Insured, before a profit-share benefit payment can be made. This period of time before a profit-share benefit payment can be made is 120 days from the last premium paid date, or such other time as NobleOak deems appropriate.

<b>Table A</b>	
<b>List of items that the Working Group will consider when making profit-share rate recommendations and upon which the Appointed Actuary will provide advice upon with respect to the profit-share rate recommendations</b>	
(1)	Life Act, and any other applicable legislation or Prudential Standards from the Australian Prudential Regulatory Authority.
(2)	The Constitution of NobleOak and these PPS Mutual Benefit Fund Rules.
(3)	NobleOak's profit-share declaration policy, taking into account: <ul style="list-style-type: none"> <li>• Whether the Profit-Share Pool should be fully allocated to eligible Members.</li> <li>• The status of the PPS Mutual Insurance Benefits, whether in-force or suspended. Bonuses do accrue, while benefits are in force, including while premiums are being waived while on claim. No bonuses accrue during suspended insurance periods in respect of unpaid premiums.</li> <li>• Equity, as being how much individual eligible Members and the PPS Mutual Insurance Benefits have contributed towards the change in the Profit-Share Pool in that year and how the Profit-Share Pool is expected to change in future years. In applying the principle of equity, the manner of calculating profit allocations will be applied consistently to all Profit-Share Accounts within a defined group. As such, individual allocations will not be affected by the claims history or claim status of that Life Insured.</li> </ul>
(4)	The change in the Profit-Share Pool, which arose during the year (see Table B).
(5)	The contributions to the Profit-Share Pool by superannuation business and non-superannuation business.

<b>Table B</b>	
<b>Profit-Share Pool</b>	
The precise level of the Profit-Share Pool will be determined each year by NobleOak's Appointed Actuary. The principles which the Appointed Actuary will adopt in determining the level of the Profit-Share Pool is that all profit within the Fund should be allocated to the Profit-Share Pool with the following exceptions:	
(1)	Business as usual investment returns (net of tax) on assets within the fund, which are not part of the Profit-Share Pool.
(2)	Business as usual insurance profits or losses (net of tax) on insurance risk retained by the Benefit Fund, but not retained by the Profit-Share Pool.
(3)	Fees to the Management Fund (net of tax), which the Management Fund has not transferred out of the Benefit Fund.

Note that the following losses will be allocated to the Profit-Share Pool:

- (4) Extreme investment losses (net of tax) on assets within the Fund. These losses will only be assigned following a decision by the NobleOak Board based on a recommendation by the Working Group. An example of an extreme investment loss would be bank defaults on cash and term deposits.
- (5) Insurance losses due to reinsurer default.

After each 30 June, the Board will seek:

- (6) a recommendation from the Working Group regarding the use of the Profit Share Pool. The Working Group will advise both the investment strategy and the level of insurance risk which should be retained by the Profit Share Pool; and
- (7) advice from the Appointed Actuary on the impact of the Working Group's recommendation on the equity between members and the financial stability of the Fund.

The Profit-Share Pool can be used for the following purposes:

- (8) Investment in line with the Fund's investment strategy, and
- (9) Taking a portion of the insurance risk retained by the Benefit Fund

**Table C – Payment Table**

	<b>Payment Circumstance</b>	<b>Payment Percentage</b>
(1)	A claim payment on a PPS Mutual Insurance Benefit resulting in that PPS Mutual Insurance Benefit and all other PPS Mutual Insurance Benefits and any entitlements from those PPS Mutual Insurance Benefits for that Life Insured terminating.	100%
(2)	A claim payment on a PPS Mutual Insurance Benefit, which doesn't terminate all PPS Mutual Insurance Benefits and/or any entitlements from a PPS Mutual Insurance Benefit for that Life Insured.	0%
(3)	For continuous durations from the commencement date of the first PPS Mutual Profit-Share Plan up to 10 years issued on this Life Insured:  (a) terminations in accordance with rule 30 except those covered under (1), (2) or (6); or  (b) while a PPS Mutual Insurance Benefit for that Life Insured still applies, and the Member holding the PPS Mutual Profit-Share Plan requests a payment or part payment from the profit-share account.	0%
(4)	For continuous durations from the commencement date of the first PPS Mutual Profit-Share Plan up to between 10 years and up to 20 years issued on this Life Insured:  (a) terminations in accordance with rule 30 except	5% after 10 years, plus a further 5% for each full year of duration that exceeds 10 years from the PPS Mutual Profit-Share Plan commencement date less the



	<p>those covered under (1), (2) or (6); or</p> <p>(b) while a PPS Mutual Insurance Benefit for that Life Insured still applies, and the Member holding the PPS Mutual Profit-Share Plan requests a payment or part payment from the profit-share account.</p>	percentage sum of previous withdrawals
(5)	<p>For continuous durations from the commencement date of the PPS Mutual Profit-Share Plan exceeding 20 years issued on this Life Insured:</p> <p>(a) any terminations in accordance with rule 30; or</p> <p>(b) while a PPS Mutual Insurance Benefit for that Life Insured still applies, and the Member holding the PPS Mutual Profit-Share Plan requests a payment or part payment from the profit-share account.</p>	100% or less if a part payment is requested by the Member
(6)	<p>Upon reaching age 65 for the Life Insured:</p> <p>(a) any terminations in accordance with rule 30; or</p> <p>(b) while a PPS Mutual Insurance Benefit for that Life Insured still applies, and the Member holding the PPS Mutual Profit-Share Plan requests a payment or part payment from the profit-share account.</p>	100% or less if a part payment is requested by the Member

## 5 PREMIUMS

The premium payable for the PPS Mutual Profit-Share Plan is up to \$3 per Member per annum, or such other amount as set by NobleOak from time to time. Until such time as NobleOak advises otherwise, and unless NobleOak gives at least 1 month's notice to Members, this premium is included in the plan fee charged to Members of the PPS Mutual Benefit Fund.

## 6 EXCLUSIONS

6.1 NobleOak will not pay the accidental death benefit if the Life Insured's death is a direct or indirect result of:

- (a) a deliberate self-inflicted injury, suicide or attempted suicide;
- (b) any cause other than the result of an accident; or
- (c) any other exclusion listed in Appendix X and agreed with the Member prior to the PPS Mutual Profit-Share Plan commencement date and as stated in the Certificate of Membership for that Life Insured.

## 7 TEMPORARY SUSPENSION OF BENEFITS

7.1 If the Board of NobleOak considers it is necessary in the interests of members to do so, NobleOak may temporarily suspend the payment of Profit-Share Benefits in the event that:

- a) due to external circumstances the balance of the Profit-Share Pool, cannot be accessed or properly determined. External circumstances include but are not limited to:
  - where there is a significant market event; or

- where there is a disruption to the information technology (IT) environment or infrastructure necessary to calculate a reasonable estimate of the value of the profit-share account; and/or

b) the Fund would experience liquidity issues if the Profit-Share Benefits were paid.

7.2 NobleOak may suspend the payment of Profit-Share Benefits for up to 6 weeks.

## **8 TERMINATION OF BENEFITS**

The benefits for the Member under the PPS Mutual Profit-Share Plan will continue for the life of that Member, until the earliest of:

- the anniversary date after the Life Insured reaches age 100;
- all other PPS Mutual Insurance Benefits covering that Member have terminated in accordance with any of the circumstances set out in rule 30;
- full and final payment of the profit-share account in accordance with a payment circumstance (1) other than death, from Table C;
- full and final payment of the accidental death benefit and any profit-share account due to the Life Insured's death by accident;
- full and final payment of any profit-share account due to the Life Insured's death by any non-accidental means; or
- NobleOak elects to close the PPS Mutual Benefit Fund to new members and the Board determines that the PPS Mutual Profit-Share Plan has too few members to be viable. In this circumstance, the Board will:
  - Terminate the PPS Mutual Profit-Share Plan for all relevant Members
  - Determine a profit-share rate to fully allocate the Profit-Share Pool to Profit-Share Accounts.
  - Pay all eligible Members a Profit-Share Benefit equal to 100% of the Profit-Share Account.

In the event that all benefits within the PPS Mutual Profit-Share Plan have terminated and the Profit-Share Pool has residual assets. Then these assets will be transferred to the surplus of the Benefit Fund.

## Benefit Appendix 2

### PPS MUTUAL LIFE INSURANCE

#### 1. DEFINITIONS

1.1 The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“constraints under SIS legislation”** means that NobleOak must consider the legislative requirements of the Superannuation Industry (Supervision) Act 1993, including any subsequent amendments or related legislation before determining if, when and how any PPS Mutual Benefits are established, premiums are received, alterations made or claims paid regarding superannuation business .

**“death benefit”** means the benefit payable under this Benefit Appendix upon the death of the Life Insured.

**“illness”** means an illness or disease.

**“injury”** means an injury to the body caused by an accident.

**“key person”** means an employed person who is essential to the economic prosperity of the business in which he or she is employed.

**“ordinary business”** means non-superannuation business.

**“sum insured”** means the agreed dollar amount of the insurance cover provided to the Member for the death benefit as set out in the Certificate of Membership (as increased or reduced in accordance with these Rules).

**“terminal illness”, “terminally ill”** means for:

Ordinary business, that:

- a medical practitioner certifies that the Life Insured suffers from an illness, or has incurred an injury, that is likely to result in the Life Insured’s death within 12 months; and
- NobleOak agrees with that prognosis.

Superannuation business, that:

- two medical practitioners certifies, jointly or separately, that the Life Insured suffers from an illness, or have incurred an injury, that is likely to result in his/her death within 12 months of the date of certification;
- at least one of the medical practitioners is a specialist practising in an area related to the illness or injury; and
- for each of the certificates, the certification period has not ended.

NobleOak may ask the Member and/or the Life Insured to provide additional evidence that NobleOak requires in order to agree with the prognosis. This may include providing information through medical practitioners selected by NobleOak.

**“totally disabled” (and “total disability”)** means the Life Insured meets at least one of the following three definitions:

- (1) **“totally disabled - duties based”** means for:
- superannuation business or ordinary business; and
  - where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,  
that due solely to that illness or injury the Life Insured is:
    - unable to perform at least one or more of the important income producing duties of their regular occupation;
    - not working in any gainful employment; and
    - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.
- (2) **“totally disabled - hours based”** means for:
- ordinary business only; and
  - where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,  
that due solely to that illness or injury the Life Insured is:
    - not working for more than 10 hours per week in their regular occupation and not working in any other gainful employment. (5 hours where working less than 20 hours per week in the previous 12 months);
    - unable to perform the important income producing duties of their regular occupation for more than 10 hours per week (5 hours where working less than 20 hours per week in the previous 12 months); and
    - Under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.
- (3) **“totally disabled – unemployed” (and “total disability – unemployed”)** means for:
- ordinary business only; and
  - where the Life Insured was for a period longer than 12 months:
    - not gainfully employed; or
    - on leave without pay;
  - at the time of the illness or injury,  
that due solely to that illness or injury the Life Insured is:
    - unable to perform any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience;
    - not working in any occupation (whether paid or unpaid); and
    - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

## **2. BENEFIT NAME**

- 2.1 The cover provided under this Benefit Appendix is to be known as “PPS Mutual Life Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this cover are set out in this Benefit Appendix.
- 2.3 This cover may be provided as ordinary business or superannuation business. If provided as superannuation business, then the benefits are subject to the constraints under SIS legislation.
- 2.4 Subject to any constraints under SIS legislation, superannuation business may be converted to ordinary business or vice versa, providing no claim under this PPS Mutual Life Insurance Benefit is current, or has been submitted to NobleOak or is imminently likely to be submitted to NobleOak.

### **3. ELIGIBILITY REQUIREMENTS**

3.1 To be eligible to obtain PPS Mutual Life Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:

- (a) a PPS Mutual Member;
- (b) no younger than 18 years of age; and
- (c) no older than:
  - (i) 60 years of age if level premiums apply;
  - (ii) 75 years of age if stepped premiums apply; or
  - (iii) such other age that NobleOak may subsequently determine from time to time.

3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Life Insurance and the Certificate of Membership shows that life insurance has commenced and not yet terminated for a Life Insured.

### **4. LINKING/SPLITTING**

4.1 PPS Mutual Life Insurance can be provided as stand-alone cover or linked together with TPD Insurance and/or Trauma Insurance. If linked with TPD Insurance, and whether or not the TPD is split between superannuation and non-superannuation business, then a paid TPD claim will affect the PPS Mutual Life Insurance in accordance with these Rules.

4.2 If PPS Mutual Life Insurance is stand-alone, then a claim that becomes payable under this PPS Mutual Life Insurance benefit has no effect on any other claim by the Member.

4.3 If PPS Mutual Life Insurance is linked with:

- PPS Mutual TPD Insurance, then a claim that becomes payable:
  - under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured by an equivalent amount; and/or
  - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual TPD Insurance sum insured by an equivalent amount. If the PPS Mutual TPD Insurance is split across superannuation and non-superannuation business, then it will reduce both by an equivalent amount.
- PPS Mutual Trauma Insurance, then a claim that becomes payable:
  - under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum insured by an equivalent amount; and/or
  - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual Trauma Insurance sum insured by an equivalent amount.
- PPS Mutual TPD Insurance and PPS Mutual Trauma Insurance (and PPS Mutual TPD Insurance and PPS Mutual Trauma Insurance are linked to each other), then a claim that becomes payable:
  - under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual Trauma Insurance sum insured by an equivalent amount;
  - under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual TPD Insurance sum insured by an equivalent amount. If the PPS Mutual TPD Insurance is split across superannuation and non-superannuation business, then it will reduce both by an equivalent amount; and/or
  - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual TPD Insurance sum insured and PPS Mutual Trauma Insurance sum insured by an equivalent amount. If the PPS Mutual TPD Insurance is split across superannuation and non-superannuation business, then it will reduce both by an equivalent amount.

- PPS Mutual TPD Insurance and PPS Mutual Trauma Insurance (but PPS Mutual TPD Insurance and PPS Mutual Trauma Insurance are not linked to each other), then a claim that becomes payable:
  - under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured by an equivalent amount;
  - under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum by an equivalent amount. If the PPS Mutual TPD Insurance is split across superannuation and non-superannuation business, then it will reduce both by an equivalent amount; and/or
  - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual TPD Insurance sum insured and PPS Mutual Trauma Insurance sum insured by an equivalent amount. If the PPS Mutual TPD Insurance is split across superannuation and non-superannuation business, then it will reduce both by an equivalent amount

4.4 If linking applies to the PPS Mutual Life Insurance, it will be shown on the Certificate of Membership.

## **5. BENEFITS**

### **5.1 Death Benefit and Terminal Illness Benefit**

- 5.1.1 NobleOak will pay the death benefit where the Life Insured dies, or becomes terminally ill, while the Life Insured is covered for PPS Mutual Life Insurance.
- 5.1.2 The death benefit payable by NobleOak is the amount of the sum insured that applies to the Life Insured on the date of the Life Insured's death or terminal illness. The benefit is payable as a lump sum.
- 5.1.3 The minimum sum insured that NobleOak may provide for a new PPS Mutual Life Insurance benefit on an individual Life Insured is \$100,000 (or such other amount that NobleOak may subsequently determine from time to time).
- 5.1.4 There is no maximum sum insured that NobleOak may provide, though the sum insured must be reasonable having regard to the Member's financial position and personal circumstances, and may be subject to special terms.
- 5.1.5 The sum insured will be automatically increased each year in accordance with rule 26.
- 5.1.6 The sum insured will be reduced by the amount of any Funeral Advancement Benefit already paid.

### **5.2 Funeral Advancement Benefit**

- 5.2.1 NobleOak will pay a funeral advancement benefit equal to the lesser of the sum insured and \$25,000 where the Life Insured dies while covered for PPS Mutual Life Insurance. The sum insured for the remaining PPS Mutual Life Insurance will then be reduced by the amount of funeral advancement benefit paid.
- 5.2.2 The Funeral Advancement benefit will be paid immediately upon receipt of a certified copy of the death certificate or satisfactory evidence of death, except where NobleOak determines there is reasonable doubt over whether the death benefit will be payable.
- 5.2.3 Where there are multiple beneficiaries, the benefit is to be split commensurate with the benefit allocation.

### **5.3 Financial Plan Benefit**

- 5.3.1 When a death benefit is paid, NobleOak will also reimburse the costs up to a maximum of \$10,000 for a financial plan.
- 5.3.2 The conditions of reimbursement are:
- a) the death benefit payment must equal or exceed \$500,000;
  - b) the financial plan must be prepared by one or more of a licensed financial adviser, a qualified lawyer and/or a qualified accountant and be in respect of one or more of financial advice, legal advice and/or accounting advice;
  - c) the reimbursement of costs will be to the recipient(s) of the death benefit payment;
  - d) where there are multiple beneficiaries, the benefit is to be split commensurate with the benefit allocation;
  - e) NobleOak reserves the right to request appropriate evidence of services; and
  - f) the financial plan must be provided and reimbursement of costs sought within 6 months of the death benefit payment.
- 5.3.3 Only one Financial Plan Benefit will be paid in respect of a Life Insured across all PPS Mutual benefits covering that Life Insured.
- 5.3.4 The Financial Plan Benefit is not available when this PPS Mutual Life Insurance is held inside superannuation.

### **5.4 Suspending Insurance Benefit**

- 5.4.1 Where the PPS Mutual Life Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Life Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Life Insurance due to hardship for one or more periods totaling up to 12 months.
- 5.4.2 In order for NobleOak to approve suspension, the Member must:
- a) notify NobleOak of a start date in writing from when suspension applies;
  - b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
  - c) acknowledge that premiums and cover will be suspended; and
  - d) demonstrate financial hardship to NobleOak's satisfaction.
- 5.4.3 At the end of the suspension period, NobleOak will automatically resume premium collections.
- 5.4.4 No benefits under this PPS Mutual Life Insurance will be provided for the Life Insured's death during the period(s) of suspended insurance or in respect to any event, illness or injury that occurs during the suspension and for 90 days following the recommencement of cover.
- 5.4.5 Once the selected period of suspended insurance has expired, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Life Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

## **5.5 Premium Freeze Benefit**

- 5.5.1 Where stepped premiums apply to this Benefit, the Member may request NobleOak at any time to freeze premiums. This means the sum insured will be adjusted to reflect the amount of cover applicable for the same premium according to the premium rate applicable at the next and subsequent anniversary dates.
- 5.5.2 While the premium freeze applies, no automatic increases shall apply to this PPS Mutual Life Insurance Benefit.
- 5.5.3 The Member can request NobleOak to unfreeze the premiums at any time, except while a disability waiver of premium is being claimed, which means the sum insured will be reset to the then current amount, and stepped premiums resuming.

## **5.6 Future Increases Benefit**

- 5.6.1 Upon the occurrence of certain specific events, and in accordance with the terms of this Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.
- 5.6.2 In order to have an increase accepted by NobleOak;
- a) the request by the Member must be in writing to NobleOak within 60 days of the event and substantiating the event and increase sought to NobleOak's satisfaction;
  - b) only one increase allowed per Life Insured for this PPS Mutual Life Insurance per 12 month period;
  - c) if splitting applies, then any increase under this PPS Mutual Life Insurance Benefit will apply equally to the PPS Mutual TPD Insurance Benefit;
  - d) the event must be listed in table 5.6.4 below;
  - e) the minimum increase per event is \$20,000;
  - f) the maximum increase per event is set out in table 5.6.4 below;
  - g) the maximum cumulative increases under this PPS Mutual Life Insurance for any Life Insured is \$2,000,000;
  - h) the Life Insured must be 60 years of age or under;
  - i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership;
  - j) there cannot be any premium loadings exceeding +100% for this Life Insured for this Benefit;
  - k) the Member cannot also have exercised the Business Increases Option during the same 12 month period;
  - l) The Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim in respect of the Life Insured for any lump sum PPS Mutual Benefit;
- 5.6.3
- The increase in sum insured as a result of exercising this Benefit is:
- a) only payable for deaths that are due to an injury (or injuries) during the first 6 months after the increase is accepted, and for all deaths thereafter; and
  - b) not payable in respect of the exclusions shown in clause 7 within the first 13 months after the increase is accepted.



<b>5.6.4 Table of Specific Events and Maximum Allowable Increase</b>	
<b>Life Insured's Personal Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>The Life Insured marries, registers a de facto relationship or enters into a de facto agreement.</li> <li>The Life Insured divorces, legally separates, registers a separation from a marriage or registered de facto relationship or cancels a de facto agreement.</li> <li>The death of the Life Insured's spouse or registered de facto partner or a de facto partner who has entered into a de facto agreement with the Life Insured.</li> <li>The Life Insured's child is born or they legally adopt a child.</li> <li>The Life Insured's child starts school.</li> <li>The Life Insured increases their mortgage for their primary place of residence.</li> <li>The Life Insured completes their first undergraduate degree at a recognised Australian university.</li> <li>The Life Insured becomes a carer for the first time.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Life Insurance commencement date;</li> <li>the amount of the increase to the mortgage; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>The Life Insured is granted a housing loan by a financial institution to buy their primary residence.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>50% of the sum insured for that Life Insured at the PPS Mutual Life Insurance commencement date;</li> <li>the amount of the housing loan; and</li> <li>\$250,000.</li> </ul>
<b>Life Insured's Professional Events</b>	
<ul style="list-style-type: none"> <li>The Life Insured receives a salary increase of 15% or more.</li> <li>The Life Insured qualifies as a Fellow of his/her profession.</li> <li>The Life Insured becomes a partner of his/her organisation.</li> <li>The Life Insured commences a private practice.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at PPS Mutual Life Insurance commencement date;</li> <li>10 times the Life Insured's salary package increase; and</li> <li>\$250,000.</li> </ul>
<b>Member or Life Insured's Business Events</b>	
<ul style="list-style-type: none"> <li>If the original purpose of the PPS Mutual Life Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases, using the same methodology as was used to determine the original cover.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Life Insurance commencement date;</li> <li>the amount of the increase in the value of the financial interest in the business; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Life Insurance commencement date;</li> <li>the amount of the increase in the value of the business loan; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Life Insured is a key person in a business and their value to the business increases.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>5 times the average of the last 3 annual increases in the Life Insured's gross</li> </ul>

	<ul style="list-style-type: none"> <li>remuneration package;</li> <li>25% benefit amount at the PPS Mutual Life Insurance commencement date; and</li> <li>\$250,000.</li> </ul>
<b>5 Year Anniversary Event</b>	
<ul style="list-style-type: none"> <li>On every 5th anniversary of this PPS Mutual Life Insurance Benefit, providing that the sum insured has not been increased under this Future Increases Benefit or Business Increases Option during the previous 5 years.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Life Insurance commencement date; and</li> <li>\$250,000.</li> </ul>

## 5.7 Accidental Injury Benefit

- 5.7.1 If the Life Insured suffers an accidental injury while covered for the PPS Mutual Life Insurance Benefit, then subject to the Rules, an advance benefit will be paid from the PPS Mutual Life Insurance sum insured.
- 5.7.2 Accidental injury in this clause 5.7 means due to an accident, the Life Insured suffers the entire and permanent loss of use of:
- one hand;
  - one foot; or
  - the sight of one eye.
- 5.7.3 The amount payable under this Accidental Injury Benefit is the lesser of 25% of the PPS Mutual Life Insurance sum insured and \$500,000. However, if the Life Insured suffers two or more losses from the list in clause 5.7.2, then the amount payable is the lesser of 100% of the PPS Mutual Life Insurance sum insured and \$2,000,000. Once a benefit is paid under this Accidental Injury Benefit, then the PPS Mutual Life Insurance sum insured will be reduced by the amount paid, and the premium will be reduced to reflect the smaller sum insured, or cancelled if 100% of the benefit is paid.
- 5.7.4 If the Life Insured is also covered for TPD and/or Trauma, then only one benefit will be paid for the same accidental injury.
- 5.7.5 The Accidental Injury Benefit is not payable if:
- the accidental injury is as a result of war (whether declared or not);
  - the accidental injury is as a result of intentional self-inflicted injuries or attempted suicide; or
  - this PPS Mutual Life Insurance is held in superannuation and the payment would be in breach of the constraints under SIS legislation.

## **6. OPTIONAL BENEFITS**

### **6.1 Business Increases Option**

- 6.1.1 The Member is only covered for this Business Increases Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.1 applies.
- 6.1.2 Upon the occurrence of certain specific events, and in accordance with the terms of this Optional Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.
- 6.1.3 In order to have an increase accepted by NobleOak;
- a) the relevant business event must have been applied for and accepted by NobleOak at the commencement of the PPS Mutual Life Insurance Benefit;
  - b) the request by the Member must be in writing to NobleOak within 60 days of the event and substantiating the business event and increase sought to NobleOak's satisfaction.
  - c) Only one increase allowed per Life Insured per Benefit per 12 month period between anniversary dates;
  - d) the event must be listed in table 6.1.5 below;
  - e) the minimum increase per event is \$20,000;
  - f) the maximum increase per event is set out in table 6.1.5 below;
  - g) the maximum cumulative increases for any Life Insured is the lesser of:
    - \$15,000,000;
    - three times the sum insured at the PPS Mutual Life Insurance commencement date; or
    - \$2,000,000 if no increases have been requested under this Optional Benefit during the first three years since the PPS Mutual Life Insurance commencement date;
  - h) the Life Insured must be 60 years of age or under;
  - i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership for this PPS Mutual Life Insurance;
  - j) there cannot be any premium loadings exceeding +100% for this Life Insured for this PPS Mutual Life Insurance;
  - k) the Member cannot also have exercised the Future Increases Benefit within the previous 12 months, and
  - l) the Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim payment in respect of the Life Insured for any lump sum PPS Mutual Benefit.
- 6.1.4 The increase in sum insured as a result of exercising this Benefit is:
- a) only payable for deaths that are due to an injury (or injuries) during the first 6 months after the increase is accepted, and for all deaths thereafter;
  - b) not payable in respect of the exclusions shown in clause 7 within the first 13 months after the increase is accepted; and
  - c) not payable in respect of the Member being eligible to receive any Death, TPD or Trauma benefit or claim in respect of the Life Insured for any PPS Mutual Insurance Benefit.

<b>6.1.5 Table of Specific Business Events and Maximum Allowable Increase</b>	
<b>Member or Life Insured's Business Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>If the original purpose of the PPS Mutual Life Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases.</li> </ul>	Increase in value of business using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability</li> </ul>	Increase in the Life Insured's share of the loan using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>If the Life Insured is a key person in a business and their value to the business increases.</li> </ul>	Increase in the value of the Key person using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>Any other approved business event approved by NobleOak.</li> </ul>	Increase relating to this approved business event using the same methodology as was used to determine the original cover.

## **6.2 Disability Premium Waiver Option**

6.2.1 The Member is only covered for this Disability Premium Waiver Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.2 applies.

6.2.2 If the Life Insured becomes totally disabled while covered for PPS Mutual Life Insurance, then premiums for the PPS Mutual Life Insurance and any PPS Mutual Child Insurance Option and/or PPS Mutual Blood Borne Disease Insurance Option attached to this PPS Mutual Life Insurance will be waived from 3 months after total disability until the earlier of:

- total disability ends;
- cancellation of the PPS Mutual Life Insurance by the Member;
- termination of the PPS Mutual Life Insurance by NobleOak in accordance with rule 30 or clause 8; or
- the anniversary date after the Life Insured attains age 70.

6.2.3 To be eligible to obtain this Disability Premium Waiver Option, the proposed Life Insured must at the time of the application be:

- no younger than 18 years of age; and
- no older than:
  - 60 years of; or
  - such other age that NobleOak may subsequently determine from time to time.

6.2.4 To be eligible to claim this Disability Premium Waiver:

- the Life Insured must be age 65 or younger; and
- there must be no premiums owing to NobleOak for any Benefit.

6.2.5 Claims for the Disability Premium Waiver will not be approved where:

- a) the PPS Mutual Life Insurance in place for a Life Insured was obtained through a life insurance buy-back benefit;
- b) where the total disability is caused by war, whether declared or not; or
- c) where the total disability is caused by intentional self-inflicted injuries or attempted suicide.

6.2.6 The sum insured will not be automatically increased each year in accordance with rule 26, while the premium waiver continues.

## **7 EXCLUSIONS**

7.1 NobleOak will not pay the death benefit if the Life Insured's death is a direct or indirect result of:

- (a) a deliberate self-inflicted injury, suicide or attempted suicide within 13 months of the commencement date, the date of any reinstatement or the date of any accepted increase in sum insured, though only for the increased amount. Indexation increases are excluded;
- (b) an illness or injury that first appeared, happened or was diagnosed before the insurance started or was increased (for the increased amount) or during any period of lapse (except where disclosed and accepted by us); and
- (c) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

7.2 The exclusion in 7.1(a) for any deliberate self-inflicted injury, suicide or attempted suicide within 13 months of the commencement date, will not apply to a covered Life Insured when this PPS Mutual Life Insurance replaces another life insurance policy on that Life Insured, and the other life insurance policy:

- (a) has comparable benefits;
- (b) has the same or lower sum insured than this PPS Mutual Life Insurance, or if this PPS Mutual Life Insurance has a higher sum insured than the other life insurance policy, then the exclusion in 7.1(a) for any deliberate self-inflicted injury, suicide or attempted suicide within 13 months of the commencement date will only apply to the excess;
- (c) has been in force for at least 13 months;
- (d) will be cancelled within 7 days of this PPS Mutual Life Insurance being accepted by NobleOak, or if not cancelled within 7 days, then the exclusion in 7.1(a) for any deliberate self-inflicted injury, suicide or attempted suicide within 13 months of the commencement date will apply until the other life insurance policy is cancelled; and
- (e) has had no claim lodged, pending, likely to be payable or paid.

## **8 TERMINATION OF INSURANCE**

8.1 In addition to the circumstances set out in rule 30.5, the cover for the PPS Mutual Life Insurance Benefit provided in respect of a Life Insured will automatically terminate upon:

- the sum insured being reduced to nil as a result of the payment of another benefit;
- the anniversary date after the Life Insured reaches age 80 for superannuation business; or
- the anniversary date after the Life Insured reaches age 100 for ordinary business.

## 9 INTERIM ACCIDENT INSURANCE

- 9.1 Interim accidental death insurance applies in respect of a life to be insured in accordance with this clause 9, providing the PPS Mutual Life Insurance being applied for is not replacing another life insurance policy that is still in force while this PPS Mutual Life Insurance application is with NobleOak.
- 9.2 The accidental death insurance commences on the date when NobleOak receives:
- the Member's fully completed application form and fully completed personal statement in respect of the life to be insured; and
  - the Member's financial institution details or deposit premium in respect of the life to be insured.
- 9.3 The accidental death insurance terminates on the earliest of:
- ninety (90) days after the application date;
  - the date NobleOak accepts, declines or defers the Member's application;
  - the date when the Member withdraws the application; and
  - fourteen (14) days after the date when NobleOak sends any request for further information regarding the application, if not answered by that time.
- 9.4 NobleOak will pay the interim accidental death insurance benefit where the life to be insured dies as a direct result of an injury (or injuries), provided that the accident that caused the injury (or injuries) occurred while the life to be insured is covered for interim accidental death insurance, and provided that death occurs within 90 days of the accident.
- 9.5 The accidental death insurance benefit payable by NobleOak is the lesser of:
- (a) the sum insured that the Member applied for;
  - (b) the sum insured that NobleOak would have approved had the accident not occurred and subject to NobleOak's usual underwriting and assessment guidelines; and
  - (c) \$1million.
- 9.6 The interim accidental death insurance will not be paid for:
- (a) any illness;
  - (b) any accident that first occurred prior to the application date;
  - (c) any reason that would make the life to be insured ineligible for PPS Mutual Life Insurance;
  - (d) suicide or any intentional self-inflicted act;
  - (e) act of war (whether declared or not);
  - (f) any other exclusion that NobleOak would have applied through its usual underwriting and assessment guidelines in order to accept that life to be insured.
- 9.7 The payment of an interim accidental death insurance benefit will not reduce any other benefit provided under another existing Benefit Appendix for that Life Insured.
- 9.8 Any accident, notice, claim or payment in relation to an interim accidental death benefit for a life to be insured will affect the application for PPS Mutual Life Insurance for that life to be insured, which may then be declined.

## **10 MINIMUM PREMIUM RATES**

10.1 The minimum premium rates for the PPS Mutual Life Insurance Benefit are set out in Schedule 2.1 to this Benefit Appendix. The premium rate tables that are available are:

- a) Stepped premium rates for males, females, non-smokers and smokers
- b) Level premium rates to age 65 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
- c) Level premium rates to age 70 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
- d) Table of Loadings and Discounts
- e) Factor loadings for the optional benefits
- f) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules

## Benefit Appendix 3

### PPS MUTUAL TOTAL AND PERMANENT DISABILITY INSURANCE

#### 1. DEFINITIONS

1.1 The following defined terms apply to this Benefit Appendix:

“**accident**” means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

“**constraints under SIS legislation**” means that NobleOak must consider the legislative requirements of the Superannuation Industry (Supervision) Act 1993, including any subsequent amendments or related legislation before determining if, when and how any PPS Mutual Benefits are established, premiums are received, alterations made or claims paid regarding superannuation business .

“**home duties**” means all of the following activities:

- cooking and preparing meals (ie the ability to prepare meals using basic ingredients and normal kitchen appliances);
- cleaning the house (ie the ability to carry out the basic internal household chores using various tools such as mop or vacuum cleaner);
- washing and drying clothes (ie the ability to maintain the households laundry by using the washing machine and being able to hang clothes on a washing line or clothes airer);
- shopping for groceries (ie the ability to physically purchase general household grocery items with either the use of a shopping basket or trolley); and
- if the Life Insured normally looks after a child or children up to the age of 12 as part of their everyday activities, looking after that child or children (ie the ability to care for and supervise a child or children up to the age of 12, including preparation of meals, bathing, dressing and getting the children to and from school by the usual mode of transport.)

“**illness**” means an illness or disease.

“**injury**” means an injury to the body caused by an accident.

“**key person**” means an employed person who is essential to the economic prosperity of the business in which he or she is employed.

“**ordinary business**” means non-superannuation business.

“**sum insured**” means the agreed dollar amount of the insurance cover provided to the Member for the TPD benefit as set out in the Certificate of Membership (as increased or reduced in accordance with these Rules).

“**terminal illness**”, “**terminally ill**” means for:

Ordinary business, that:

- a medical practitioner certifies that the Life Insured has suffered from an illness, or has incurred an injury, that is likely to result in the Life Insured’s death within 12 months; and
- NobleOak agrees with that prognosis.



Superannuation business, that:

- two medical practitioners certify, jointly or separately, that the Life Insured suffers from an illness, or have incurred an injury, that is likely to result in his/her death within 12 months of the date of certification;
- at least one of the medical practitioners is a specialist practising in an area related to the illness or injury; and
- for each of the certificates, the certification period has not ended.

NobleOak may ask the Member and/or the Life Insured to provide additional evidence that NobleOak requires in order to agree with the prognosis. This may include providing information through medical practitioners selected by NobleOak.

**“their own occupation”** means the Life Insured’s primary occupation at the time of:

- the injury or illness that caused the total and permanent disability, providing that primary occupation is eligible for PPS Mutual Own Occupation TPD Insurance at that time; or
- the PPS Mutual TPD Insurance commencement date, if otherwise.

**“TPD benefit”** means the benefit payable under this Benefit Appendix upon the total and permanent disability of the Life Insured.

**“Total and Permanent Disability”** means one of the following definitions, depending on whether ordinary business or superannuation business applies. The definition applicable and whether ordinary business or superannuation business applies are shown in the Certificate of Membership. In accordance with clause 5.1.2, a change in occupation may affect how a claim is assessed, or an increase in age may alter the definition applicable. For ease of interpretation, the words ‘total and permanent disability’ may be interchanged with TPD.

Ordinary Business	Superannuation Business
Own Occupation TPD Any Occupation TPD General Cover TPD Home Duties TPD	Any Occupation TPD General Cover TPD

**Own Occupation TPD** means as a result of illness or injury;

- the Life Insured:
  - has been absent from work and unable to work in their own occupation for 3 months; or
  - suffers a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication ‘Guides to the Evaluation of Permanent Impairment’ 6<sup>th</sup> Edition;
 and at the end of the 3 month period (where applicable) is unlikely to ever engage in their own occupation; or
- the Life Insured satisfies the Any Occupation TPD for ordinary business definition; or
- the Life Insured satisfies the General Cover TPD for ordinary business definition.

**Any Occupation TPD** for ordinary business means as a result of illness or injury;

- the Life Insured:
  - has been absent from work and unable to work for 3 months; or
  - suffers a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication ‘Guides to the Evaluation of Permanent Impairment’ 6<sup>th</sup> Edition
 and at the end of the 3 month period (where applicable) is unlikely to ever engage in any occupation for which the Life Insured is reasonably suited by way of education,

training or experience that would result in earnings of more than 25% of average monthly earnings during the 12 month period prior to disability; or

- the Life Insured satisfies the General Cover TPD for ordinary business definition.

**General Cover TPD** means as a result of illness or injury, the Life Insured has suffered:

- loss of limbs;
- loss of sight;
- loss of independent existence; or
- cognitive loss.

**Home Duties TPD** means as a result of illness or injury;

- the Life Insured:
  - has been unable to perform home duties for 3 months; or
  - suffers a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6<sup>th</sup> Edition;and at the end of the 3 month period (where applicable) is unlikely to ever be able to:
  - perform home duties; or
  - engage in any occupation for which they are suited by education, training or experience; or
- the Life Insured satisfies the General Cover TPD for ordinary business definition.

The Life Insured will not be considered unable to perform home duties if he/she can perform at least one of the home duties.

**Any Occupation TPD** for superannuation business means as a result of illness or injury;

- the Life Insured:
  - has been absent from work and unable to work for 3 months; or
  - suffers a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6<sup>th</sup> Editionand at the end of the 3 month period (where applicable) is:
  - unlikely to ever engage in any occupation for which the Life Insured is reasonably suited by way of education, training or experience that would result in earnings of more than 25% of average monthly earnings during the 12 month period prior to disability; and
  - through that illness or injury (whether physical or mental), NobleOak is reasonably satisfied that the Life Insured is unlikely, because of that ill-health, to engage in gainful employment for which the Life Insured is reasonably qualified by education, training or experience; or
- the Life Insured satisfies the General Cover TPD for superannuation business definition.

**General Cover TPD** for superannuation business means as a result of illness or injury; the Life Insured has suffered)

- loss of limbs;
- loss of sight;
- loss of independent existence; or
- cognitive loss;

and

- the Life Insured has been absent from work and unable to work for 3 months and at the end of the 3 month period (where applicable) is unlikely to ever engage in any occupation for which the Life Insured is reasonably suited by way of education, training or experience.

**“totally disabled” (and “total disability”)** means the Life Insured meets at least one of the following three definitions:

**(1) “totally disabled - duties based”** means for:

- superannuation business or ordinary business; and
- where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- unable to perform at least one or more of the important income producing duties of their regular occupation;
- not working in any gainful employment; and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(2) “totally disabled - hours based”** means for:

- ordinary business only; and
- where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- not working for more than 10 hours per week in their regular occupation and not working in any other gainful employment. (5 hours where working less than 20 hours per week in the previous 12 months);
- unable to perform the important income producing duties of their regular occupation for more than 10 hours per week (5 hours where working less than 20 hours per week in the previous 12 months); and
- Under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(3) “totally disabled – unemployed” (and “total disability – unemployed”)** means for:

- ordinary business only; and
- where the Life Insured was for a period longer than 12 months:
  - not gainfully employed; or
  - on leave without pay;
- at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:
  - unable to perform any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience;
  - not working in any occupation (whether paid or unpaid); and
  - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

1.2 The following defined medical conditions apply to this Benefit Appendix:

**“Chronic lung disease”** means end stage lung disease requiring permanent and continuous oxygen therapy, and a persistent FEV1 test result of less than one litre.

**“Cognitive loss”** means a total and permanent deterioration or loss of intellectual capacity (supported by a score of 15 or less out of 30 in a Mini Mental State Examination or evidence from another neuropsychometric test that is acceptable to us) that has required the person insured to be under continuous care and supervision by another person for at least three consecutive months and at the end of that three month period the person insured is likely to require ongoing continuous care and supervision by another person.

**“Dementia including Alzheimer’s Disease”** means clinical diagnosis of Dementia (including Alzheimer’s Disease) by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent, irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment in this definition means a deterioration in the Life Insured’s score to 24 or less out of 30 in a Mini-Mental State Examination.

**“Loss of independent existence”** means the total and irreversible inability to perform at least two of the numbered activities of daily living without the assistance of another person (if the Life Insured can perform the activity on his/her own by using special equipment NobleOak won’t treat him/her as unable to perform that activity), where:  
activities of daily living means:

1. bathing and showering;
2. dressing and undressing;
3. eating and drinking;
4. using the toilet to maintain personal hygiene; and
5. moving from place to place by walking, wheelchair or with assistance of a walking aid or getting in and out of bed, a chair or wheelchair.

**“Loss of limbs”** means the total and irreversible loss of the use of two limbs;

**“Loss of sight”** means the permanent loss of sight in both eyes, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as diagnosed by an ophthalmologist;

**“Loss of speech”** means the total and irrecoverable loss of the ability to produce intelligible speech as a result of illness or injury, which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain, as certified by an appropriate medical specialist. Loss of speech due to psychological reasons is excluded.

**“Motor Neurone Disease”** means the unequivocal diagnosis of motor neurone disease confirmed by a consultant neurologist, leading to neurological deficit.

**“Multiple Sclerosis”** means the unequivocal diagnosis of Multiple Sclerosis by a consultant neurologist, which is characterised by demyelination in the brain and spinal cord. There must have been more than one episode of well-defined neurological deficit with persisting clinical neurological abnormalities. Neurological investigations such as lumbar puncture, Magnetic Resonance Imaging (MRI), evidence of lesions in the central nervous system, evoked visual responses and evoked auditory responses are required to confirm diagnosis.

**“Muscular Dystrophy”** means the unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist, which causes progressive and selective degeneration and weakness of voluntary muscles.

**“Paralysis”** means the total and irreversible loss of the use of two limbs, where a limb is defined as the shoulder down to the hand or the hip down to the foot. Paraplegia, Quadriplegia, Tetraplegia, Diplegia and Hemiplegia are included in this definition.

**“Parkinson’s Disease”** means the unequivocal diagnosis of Parkinson’s disease confirmed by a consultant neurologist, leading to irreversible neurological deficit.

**“Partial Loss of Limbs”** means the total and irreversible loss of the use of the whole hand or whole foot.

**“Partial loss of sight”** means the permanent loss of sight in one eye, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in one eye, or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.

**“Primary Pulmonary Hypertension”** means primary pulmonary arterial hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class 3 of the New York Heart Association classification of cardiac impairment. Pulmonary Hypertension secondary to other disorders such as chronic lung disease, medications, thromboembolic disease and left ventricular failure is specifically excluded. Other forms of hypertension (involving increased blood pressure) are specifically excluded.

**“Severe Rheumatoid Arthritis”** means the diagnosis of rheumatoid arthritis, confirmed by appropriate radiology and blood tests, that has failed to respond to treatment with at least 2 immunosuppressive agents administered consistently for a period of at least 12 months.

## **2. BENEFIT NAME**

- 2.1 The cover provided under this Benefit Appendix is to be known as “PPS Mutual TPD Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this cover are set out in this Benefit Appendix.
- 2.3 This cover may be provided as ordinary business or superannuation business, or split between the two. If provided as superannuation business, then the benefits are subject to the constraints under SIS legislation.
- 2.4 Subject to any constraints under SIS legislation, superannuation business may be converted to ordinary business or vice versa, providing no claim under this PPS Mutual TPD Insurance Benefit is current, or has been submitted to NobleOak or is imminently likely to be submitted to NobleOak.

## **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual TPD Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:
  - (a) a PPS Mutual Member;
  - (b) no younger than 18 years of age; and
  - (c) no older than:
    - (i) 60 years of age in respect of the any occupation or own occupation TPD definition;
    - (ii) 75 years of age in respect of the general cover TPD definition; or
    - (iii) Such other age that NobleOak may determine from time to time.

3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual TPD Insurance and the Certificate of Membership shows that PPS Mutual TPD Insurance has commenced and not yet terminated for a Life Insured.

#### **4. LINKING / SPLITTING**

4.1 PPS Mutual TPD Insurance can be provided as:

- either stand-alone cover or linked together with PPS Mutual Life Insurance and/or PPS Mutual Trauma Insurance; and/or
- either single cover as ordinary business or superannuation business or split cover, being both ordinary and superannuation business.

4.2 If PPS Mutual TPD Insurance is stand-alone, then a claim that becomes payable under this PPS Mutual TPD Insurance benefit has no effect on any other claim by the Member.

4.3 If PPS Mutual TPD Insurance is linked with:

- Life Insurance, then a claim that becomes payable:
  - under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured by an equivalent amount; and/or
  - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual TPD Insurance sum insured by an equivalent amount.
- PPS Mutual Trauma Insurance, then a claim that becomes payable under PPS Mutual Trauma Insurance will reduce the PPS Mutual TPD Insurance sum insured by an equivalent amount; or
- PPS Mutual Life Insurance and PPS Mutual Trauma Insurance, then a claim that becomes payable under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual Trauma Insurance sum insured by an equivalent amount, or a claim that becomes payable under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual TPD Insurance sum insured by an equivalent amount.

4.4 If this PPS Mutual TPD Insurance is split between ordinary business and superannuation business, then:

- two PPS Mutual TPD Insurance Benefits will be set up for that Life Insured and:
  - two different Members will own the PPS Mutual TPD Insurance, being a superannuation trustee for the superannuation business PPS Mutual TPD Insurance Benefit, and a natural person for the ordinary business PPS Mutual TPD Insurance Benefit; and
  - the sums insured for each PPS Mutual TPD Insurance Benefit must always remain the same, through any increases (indexation or otherwise) and any decreases;
- one PPS Mutual TPD Insurance Benefit will rely on a superannuation approved TPD definition and the other PPS Mutual TPD Insurance Benefit will rely on an ordinary business TPD definition;
- any claim for TPD will first be assessed under the superannuation business PPS Mutual TPD Insurance Benefit, and if that claim fails to meet the constraints of SIS legislation, will then be assessed under the ordinary business PPS Mutual TPD Insurance Benefit; and
- once a TPD claim is paid in full from one PPS Mutual TPD Insurance Benefit, then all TPD Insurance will cease under both PPS Mutual TPD Insurance Benefits.
- If a PPD benefit is paid, then this will reduce the sums insured of all linked/split PPS Mutual TPD Insurance Benefits.

4.5 If linking and/or splitting applies to the PPS Mutual TPD Insurance, it will be shown on the Certificate of Membership for that Life Insured, together with the applicable TPD definitions.

## 5 BENEFITS

### 5.1 TPD Benefit

- 5.1.1 NobleOak will pay the TPD benefit where the Life Insured suffers an illness or injury causing Total and Permanent Disability, while the Life Insured is covered for TPD Insurance.
- 5.1.2 The Life Insured's TPD will be assessed according to the TPD definition provided at the PPS Mutual TPD Insurance commencement date, and which is shown in the Certificate of Membership for that Life Insured, subject to:
- Where there has been a change in the Life Insured's occupation between the PPS Mutual TPD Insurance commencement date and the date of the illness or injury that caused the TPD (TPD date), and:
    - the most recent occupation or occupation category is eligible for the own occupation definition under NobleOak's eligibility rules as at the TPD date, then the Life Insured will have a claim assessed under the occupation immediately prior to the TPD date; or
    - the most recent occupation or occupation category is not eligible for the own occupation definition under NobleOak's eligibility rules as at the TPD date, then the claim will be assessed under the Life Insured's occupation as at the PPS Mutual TPD Insurance commencement date; and
  - Where the Life Insured has reached the anniversary date after turning age 65, then the definition will revert to the General Cover TPD definition.
- 5.1.3 The TPD benefit payable by NobleOak is the amount of the sum insured that applies to the Life Insured on the TPD date. The benefit is payable as a lump sum.
- 5.1.4 The minimum sum insured that NobleOak may provide for a new TPD benefit at the PPS Mutual TPD Insurance commencement date on an individual Life Insured is \$100,000 (or such other amount that NobleOak may determine from time to time).
- 5.1.5 The maximum sum insured that NobleOak may provide for a TPD benefit at the PPS Mutual TPD Insurance commencement date on an individual Life Insured is:
- \$2,000,000 if the TPD benefit is provided under a Home Duties TPD definition;
  - \$3,000,000 if the TPD benefit is provided under a General Cover TPD definition;
  - \$5,000,000 if the TPD benefit is provided under an any occupation or own occupation TPD definition; or
  - such other amount that NobleOak may determine from time to time, subject to:
    - where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual Trauma Insurance), the PPS Mutual TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
    - where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the total of the PPS Mutual TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance; or
    - where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;

- 5.1.6 If the PPS Mutual TPD Insurance benefits exceeds \$3,000,000 across all PPS Mutual Benefits covering a Life Insured when that Life Insured reaches the anniversary date after turning 65 (or such other amount as determined by NobleOak from time to time), then, they shall be reduced to a total of \$3,000,000 as at that date. Corresponding premium reductions will apply.
- 5.1.7 The sum insured will be automatically increased each year in accordance with rule 26, including after any reduction according to clause 5.1.6.
- 5.1.8 If the PPS Mutual TPD Insurance for the Life Insured is Superannuation business, and NobleOak has paid a TPD benefit to the Trustee of the superannuation fund in respect of that Life Insured (their member), but due to the constraints of SIS legislation the Trustee is not able to on-pay that TPD benefit directly to the member, the Trustee will transfer the benefit to a complying superannuation fund nominated by the Life Insured (their member). The subsequent release of that benefit will be subject to the constraints of SIS legislation then applicable.

## **5.2 Day 1 TPD Benefit**

- 5.2.1 If the Life Insured suffers one of the medical conditions listed below and meets the TPD definition applicable to that Life Insured, then the 3 month qualifying period will be waived.
- 5.2.2 The medical conditions applicable are:
- Primary Pulmonary Hypertension
  - Motor Neurone Disease
  - Muscular Dystrophy
  - Multiple Sclerosis
  - Parkinson's Disease
  - Dementia including Alzheimer's Disease
  - Paralysis
  - Loss of Sight
  - Loss of Speech
  - Chronic Lung Disease
  - Severe Rheumatoid Arthritis
- 5.2.3 The Day 1 TPD Benefit is not available when this PPS Mutual TPD Insurance benefit is held inside superannuation.

## **5.3 Financial Plan Benefit**

- 5.3.1 When a TPD benefit is paid, NobleOak will also reimburse the costs up to a maximum of \$10,000 for a financial plan.
- 5.3.2 The conditions of reimbursement are:
- a) the TPD benefit payment must equal or exceed \$500,000;
  - b) the financial plan must be prepared by one or more of a licensed financial adviser, a qualified lawyer and/or a qualified accountant and be in respect of one or more of financial advice, legal advice and/or accounting advice;
  - c) the reimbursement of costs will be to the Member;
  - d) the financial plan must be provided and reimbursement of costs sought within 6 months of the TPD benefit payment; and
  - e) NobleOak reserves the right to request appropriate evidence of services.



5.3.3 Only one Financial Plan Benefit will be paid in respect of a Life Insured across all PPS Mutual benefits covering that Life Insured.

5.3.4 The Financial Plan Benefit is not available when this PPS Mutual TPD Insurance is held inside superannuation.

#### **5.4 Suspending Insurance Benefit**

5.4.1 Where the PPS Mutual TPD Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual TPD Insurance is current, the Member may request NobleOak to suspend their PPS Mutual TPD Insurance due to hardship for one or more periods totaling up to 12 months.

5.4.2 In order for NobleOak to approve a suspension period, the Member must in writing:

- a) notify NobleOak of a start date from when suspension applies;
- b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
- c) acknowledge that premiums and cover will be suspended during this period; and
- d) demonstrate financial hardship to NobleOak's satisfaction.

5.4.3 At the end of the suspension period, NobleOak will automatically resume premium collections.

5.4.4 No benefits under this PPS Mutual TPD Insurance will be provided for any illness or injury that occurs during the suspension period and for 90 days following the recommencement of cover.

5.4.5 Once the selected period of suspended cover has expired, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual TPD Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

#### **5.5 Premium Freeze Benefit**

5.5.1 Where stepped premiums apply to this Benefit, the Member may request NobleOak at any time to freeze premiums. This means the sum insured will be adjusted to reflect the amount of cover applicable for the same premium according to the premium rate applicable at the next and subsequent anniversary dates.

5.5.2 While the premium freeze applies, no automatic increases shall apply to this PPS Mutual TPD Insurance Benefit.

5.5.3 The Member can request NobleOak to unfreeze the premiums at any time, except while a disability waiver of premium is being claimed, which means the sum insured will be reset to the then current amount, and stepped premiums resuming.

#### **5.6 Future Increases Benefit**

5.6.1 Upon the occurrence of certain specific events, and in accordance with the terms of this Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.

5.6.2 In order to have an increase accepted by NobleOak;

- a) the request by the Member must be in writing to NobleOak within 60 days of the event and substantiating the event and increase sought to NobleOak's satisfaction.
- b) only one increase allowed per Life Insured for this TPD Insurance per 12 month period;
- c) if splitting applies, then any increase under this PPS Mutual TPD Insurance Benefit will apply equally to the PPS Mutual Life Insurance Benefit;
- d) the event must be listed in the table 5.6.4 below;
- e) the minimum increase per event is \$20,000;
- f) the maximum increase per event is set out in table 5.6.4 below;
- g) the maximum cumulative increases under this PPS Mutual TPD Benefit for any Life Insured is \$2,000,000, subject also to clause 5.1.5;
- h) the Life Insured must be 60 years of age or under;
- i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership;
- j) there cannot be any premium loadings exceeding +100% for this Life Insured for this Benefit;
- k) the Member cannot also have exercised the Business Increases Option during the same 12 month period;
- l) the Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim payment in respect of the Life Insured for any lump sum PPS Mutual Benefit;
- m) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual Trauma Insurance), the PPS Mutual TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
- n) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the total of the PPS Mutual TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance; and
- o) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the PPS Mutual TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance.

5.6.3 The increase in sum insured as a result of exercising this Benefit is only payable for TPD claims that are due to an injury (or injuries) during the first 6 months after the increase is accepted, and for all TPD claims thereafter.

<b>5.6.4 Table of Specific Events and Maximum Allowable Increase</b>	
<b>Life Insured's Personal Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>The Life Insured marries, registers a de facto relationship or enters into a de facto agreement.</li> <li>The Life Insured divorces, legally separates, registers a separation from a marriage or registered de facto relationship or cancels a de facto agreement.</li> <li>The death of the Life Insured's spouse or registered de facto partner or a de facto partner who has entered into a de facto agreement with the Life Insured.</li> <li>The Life Insured's child is born or they legally adopt a child.</li> <li>The Life Insured's child starts school.</li> <li>The Life Insured increases their mortgage for their primary place of residence.</li> <li>The Life Insured completes their first undergraduate degree at a recognised Australian university.</li> <li>The Life Insured becomes a carer for the first time.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date;</li> <li>the amount of the increase to the mortgage; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>The Life Insured is granted a housing loan by a financial institution to buy their primary residence.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>50% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date;</li> <li>The amount of the housing loan; and</li> <li>\$250,000.</li> </ul>
<b>Life Insured's Professional Events</b>	
<ul style="list-style-type: none"> <li>The Life Insured receives a salary increase of 15% or more.</li> <li>The Life Insured qualifies as a Fellow of his/her profession.</li> <li>The Life Insured becomes a partner of his/her organisation.</li> <li>The Life Insured commences a private practice.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date;</li> <li>10 times the Life Insured's salary package increase; and</li> <li>\$250,000.</li> </ul>
<b>Member or Life Insured's Business Events</b>	
<ul style="list-style-type: none"> <li>If the original purpose of the PPS Mutual TPD Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases, using the same methodology as was used to determine the original cover.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date;</li> <li>the amount of the increase in the value of the financial interest in the business; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date;</li> <li>the amount of the increase in the value of the business loan; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Life Insured is a key person in a business and their value to the business increases.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>5 times the average of the last 3 annual increases in the Life Insured's gross remuneration package;</li> </ul>

	<ul style="list-style-type: none"> <li>• 25% benefit amount at the PPS Mutual TPD Insurance commencement date and</li> <li>• \$250,000.</li> </ul>
<b>5 Year Anniversary Event</b>	
<ul style="list-style-type: none"> <li>• On every 5th anniversary of this PPS Mutual TPD Insurance Benefit, providing that the sum insured has not been increased under this Future Increases Benefit or Business Increases Option during the previous 5 years.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>• 25% of the sum insured for that Life Insured at the PPS Mutual TPD Insurance commencement date; and</li> <li>• \$250,000.</li> </ul>

## 5.7 Partial and Permanent Disablement (PPD) Benefit

- 5.7.1 If the Life Insured suffers one or more of the listed events below while covered for the PPS Mutual TPD Insurance Benefit, then subject to the Rules, an advance benefit will be paid from the PPS Mutual TPD Insurance sum insured.
- 5.7.2 The listed events that apply to this PPD Benefit are:
- Partial Loss of Limbs; or
  - Partial Loss of Sight;
- 5.7.3 The amount payable under this PPD Benefit is the lesser of 25% of the PPS Mutual TPD Insurance sum insured and \$500,000. Once a benefit is paid under this PPD Benefit, then the PPS Mutual TPD Insurance sum insured, and the sum insured under any linked Benefits, will be reduced by the amount paid.
- 5.7.4 This PPD Benefit will only be paid once over the lifetime of the PPS Mutual TPD Insurance Benefit for the Life Insured.
- 5.7.6 The PPD Benefit is not available when this PPS Mutual TPD Insurance is held inside superannuation.

## 5.8 Life Insurance Reinstatement

- 5.8.1 If this PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance for the same Life Insured, then the Member may reinstate the life insurance lost as a result of a TPD Benefit claim, without further evidence of medical, pastimes or occupation of the Life Insured.
- 5.8.2 If applicable, NobleOak will offer in writing the PPS Mutual Life Insurance to the Member on the later of:
- 12 months after we receive the valid TPD Benefit claim form in respect of a Life Insured, that led to the TPD Benefit claim being paid; and
  - the date that the TPD Benefit claim is paid in respect of that Life Insured;
- and will provide 30 days for the Member to accept. Once accepted, the PPS Mutual Life Insurance premiums will be restarted and adjusted accordingly.
- 5.8.3 This Life Insurance Reinstatement offer is not available if the Member is exercising the Life Insurance Reinstatement with Premium Waiver Option.
- 5.8.4 Any life insurance reinstated under this Life Insurance Reinstatement, will not be subject to the automatic annual increases under rules 26.1 to 26.5, and neither will the Member be entitled to subsequently increase this reinstated life insurance under either the Future Increases Benefit or the Business Increases Option.

5.8.5 Any exclusions or limitations that applied to the PPS Mutual Life Insurance that was reduced (or extinguished) when the TPD Benefit was paid, will be re-applied when the PPS Mutual Life Insurance is reinstated.

5.8.6 If the original PPS Mutual Life Insurance premium was stepped, the premium for the reinstated PPS Mutual Life Insurance will be stepped and will be calculated based on the age of the Life Insured at the time of the reinstatement.

If the original PPS Mutual Life Insurance premium was level, the premium for the reinstated PPS Mutual Life Insurance will be level and will continue on the same level premium rates that applied prior to the TPD Benefit claim.

## **6 OPTIONAL BENEFITS**

### **6.1 Business Increases Option**

6.1.1 The Member is only covered for this Business Increases Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.1 applies.

6.1.2 Upon the occurrence of certain specific events, and in accordance with the terms of this Optional Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.

6.1.3 In order to have an increase accepted by NobleOak;

- a) the relevant business event must have been applied for and accepted by NobleOak at the commencement of the PPS Mutual TPD Insurance Benefit;
- b) the request by the Member must be in writing to NobleOak within 60 days of the event and substantiating the business event and increase sought to NobleOak's satisfaction.
- c) Only one increase allowed per Life Insured per Benefit per 12 month period between anniversary dates;
- d) the event must be listed in table 6.1.5 below;
- e) the minimum increase per event is \$20,000;
- f) the maximum increase per event is set out in table 6.1.5 below;
- g) the maximum cumulative increases for any Life Insured is the lesser of:
  - \$5,000,000;
  - three times the sum insured at the PPS Mutual TPD Insurance commencement date; or
  - \$2,000,000 if no increases have been requested under this Optional Benefit during the first three years since the PPS Mutual TPD Insurance commencement date;
- h) the Life Insured must be 60 years of age or under;
- i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership for the PPS Mutual TPD Insurance;
- j) there cannot be any premium loadings exceeding +100% for this Life Insured for the PPS Mutual TPD Insurance;
- k) the Member cannot also have exercised the Future Increases Benefit within the previous 12 months;

- l) the Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim payment in respect of the Life Insured for any PPS Mutual Benefit;
- m) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual Trauma Insurance), the PPS Mutual TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
- n) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the total of the PPS Mutual TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance; and
- o) where PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual Trauma Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual Trauma Insurance), the PPS Mutual TPD Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance.

6.1.4 The increase in sum insured as a result of exercising this Benefit is not payable in respect of illnesses occurring during the first 6 months after the increase is accepted.

<b>6.1.5 Table of Specific Business Events and Maximum Allowable Increase</b>	
<b>Member or Life Insured's Business Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>• If the original purpose of the PPS Mutual TPD Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases.</li> </ul>	Increase in value of business using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>• If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability</li> </ul>	Increase in the Life Insured's share of the loan using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>• If the Life Insured is a key person in a business and their value to the business increases.</li> </ul>	Increase in the value of the Key person using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>• Any other business event approved by NobleOak.</li> </ul>	Increase relating to this approved business event using the same methodology as was used to determine the original cover.

## **6.2 Disability Premium Waiver Option**

6.2.1 The Member is only covered for this Disability Premium Waiver Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.2 applies.

6.2.2 If the Life Insured becomes totally disabled while covered for PPS Mutual TPD Insurance, then premiums for the PPS Mutual TPD Insurance and any PPS Mutual Child Insurance Option and/or PPS Mutual Blood Borne Disease Option attached to this PPS Mutual TPD Insurance will be waived from 3 months after total disability commences until the earlier of:

- total disability ends;
- cancellation of the PPS Mutual TPD Insurance by the Member;

- termination of the PPS Mutual TPD Insurance by NobleOak in accordance with rule 30 or clause 7; or
  - the anniversary date after the Life Insured attains age 70.
- 6.2.3 To be eligible to obtain this Disability Premium Waiver Option, the proposed Life Insured must at the time of the application be:
- (a) no younger than 18 years of age; and
  - (b) no older than:
    - (i) 60 years of; or
    - (ii) such other age that NobleOak may subsequently determine from time to time.
- 6.2.4 To be eligible to claim this Disability Premium Waiver:
- a) the Life Insured must be age 65 or younger; and
  - b) there must be no premiums owing to NobleOak for any PPS Mutual Benefit.
- 6.2.5 Claims for the Disability Premium Waiver will not be approved where:
- a) the Total Disability is caused by war, whether declared or not; or
  - b) the Total Disability is caused by intentional self-inflicted injuries or attempted suicide.
- 6.2.6 The sum insured will not be automatically increased each year in accordance with rule 26, while the premium waiver continues.

### **6.3 Life Insurance Reinstatement with Premium Waiver Option**

- 6.3.1 The Member is only covered for this Life Insurance Reinstatement with Premium Waiver Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.3 applies.
- 6.3.2 If this PPS Mutual TPD Insurance is linked to PPS Mutual Life Insurance for the same Life Insured, then the Member may reinstate the life insurance lost as a result of a full TPD Benefit claim, without further evidence of medical, pastimes or occupation of the Life Insured. PPS Mutual Life Insurance premiums will be waived on the reinstated amount until the anniversary date after turning age 65. The Member may continue the PPS Mutual Life Insurance after age 65 by recommencing premiums appropriate to the Life Insured at that time.
- 6.3.3 If applicable, and subject to NobleOak being satisfied as to eligibility, NobleOak will reinstate the PPS Mutual Life Insurance to the Member on the later of:
- 14 days after NobleOak receives the TPD Insurance claim form; and
  - the date we pay the TPD claim.
- 6.3.4 This Life Insurance Reinstatement with Premium Waiver Option is not available if the Life Insured:
- Is eligible to claim or imminently likely to be eligible to claim for terminal illness; or
  - doesn't survive until the date that is 14 days after the TPD Benefit claim is paid.
- 6.3.5 Any life insurance reinstated under this Life Insurance Reinstatement with Premium Waiver Option, will not be subject to the automatic annual increases under rule 26, and neither will the Member be entitled to subsequently increase this reinstated life insurance under either the Future Increases Benefit or the Business Increases Benefit Option.

6.3.6 Any exclusions or limitations that applied to the PPS Mutual Life Insurance that was reduced (or extinguished) when the TPD Benefit was paid, will be re-applied when the PPS Mutual Life Insurance is reinstated.

6.3.7 This option expires at the anniversary date after the Life Insured reaches age 65.

## **7 EXCLUSIONS**

7.1 NobleOak will not pay the TPD Benefit if the Life Insured's disability is a direct or indirect result of:

- (a) a deliberate self-inflicted injury or attempted suicide and
- (b) a illness or injury that first appeared, happened or was diagnosed before the insurance started or was increased (for the increased amount) or during any period of lapse (except where disclosed and accepted by us).
- (c) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

## **8 TERMINATION OF INSURANCE**

8.1 In addition to the circumstances set out in rule 30.5, the cover for the PPS Mutual TPD Insurance Benefit provided in respect of a Life Insured will automatically terminate upon:

- the sum insured being reduced to nil as a result of the payment of a PPS Mutual TPD Insurance benefit or another benefit;
- the anniversary date after the Life Insured reaches age 80 for superannuation business; or
- the anniversary date after the Life Insured reaches age 100 for ordinary business.

## **9 INTERIM ACCIDENT INSURANCE**

9.1 Interim accidental TPD insurance applies in respect of a life to be insured in accordance with this clause 9, providing the PPS Mutual TPD Insurance being applied for is not replacing another TPD insurance policy that is still in force while this PPS Mutual TPD Insurance application is with NobleOak.

9.2 The accidental TPD insurance commences on the application date when NobleOak receives:

- the Member's full application and full personal statement in respect of the life to be insured; and
- the Member's financial institution details or deposit premium in respect of the life to be insured.

9.3 The accidental TPD insurance terminates on the earliest of:

- ninety (90) days after the application date;
- the date NobleOak accepts, declines or defers the Member's application;
- the date when the Member withdraws the application; and
- fourteen (14) days after the date when NobleOak sends any request for further information regarding the application, if not answered by that time;

9.4 NobleOak will pay the interim accidental TPD insurance benefit where the life to be insured becomes TPD as a direct result of an injury (or injuries), provided that the accident that



caused the injury (or injuries) occurred while the life to be insured is covered for interim accidental TPD insurance, and provided that the TPD occurs within 90 days of the accident.

- 9.5 The accidental TPD insurance benefit payable by NobleOak is the lesser of:
- (a) the sum insured that the Member applied for;
  - (b) the sum insured that NobleOak would have approved had the accident not occurred and subject to NobleOak's usual underwriting and assessment guidelines; and
  - (c) \$1million.
- 9.6 The interim accidental TPD insurance will not be paid for:
- (a) any illness;
  - (b) any accident that first occurred prior to the application date;
  - (c) any reason that would make the life to be insured ineligible for PPS Mutual TPD Insurance;
  - (d) attempted suicide or any intentional self-inflicted act;
  - (e) act of war (whether declared or not);
  - (f) any other exclusion that NobleOak would have applied through its usual underwriting and assessment guidelines in order to accept that life to be insured.
- 9.7 The payment of an interim accidental TPD insurance benefit will not reduce any other benefit provided under another existing PPS Mutual Benefit covering that Life Insured.
- 9.8 Any accident, notice, claim or payment in relation to an interim accidental TPD benefit for a life to be insured will affect the application for PPS Mutual TPD Insurance for that life to be insured, which may then be declined.

## **10 MINIMUM PREMIUM RATES**

- 10.1 The minimum premium rates for the PPS Mutual TPD Insurance Benefit are set out in Schedule 3.1 to this Benefit Appendix. The premium rate tables that are available are:
- a) Stepped premium rates for males, females, non-smokers and smokers
  - b) Level premium rates to age 65 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
  - c) Level premium rates to age 70 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
  - d) Table of Loadings and Discounts
  - e) Factor loadings for the optional benefits
  - f) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules

## Benefit Appendix 4

### PPS MUTUAL TRAUMA INSURANCE

#### 1. DEFINITIONS

1.1 The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“activities of daily living”** means all of the following 5 activities:

1. Dressing – which means putting on and taking off clothing.
2. Toileting – which means using the toilet, which includes getting on and off.
3. Maintaining continence – which means having good control of bowel and bladder functions.
4. Feeding – which means getting food from the plate into the mouth.
5. Mobilising – which means moving from place to place by walking, wheelchair or with the assistance of a walking aid, and getting in and out of bed, a chair or a wheelchair.

**“illness”** means an illness or disease.

**“injury”** means an injury to the body caused by an accident.

**“qualifying period”** means the period of time that must elapse from the Trauma Cover commencement date before a Member is eligible to claim a trauma benefit in respect of a Life Insured. The qualifying period is 90 days for those trauma events marked by an asterisk in the trauma events table, otherwise the qualifying period is 0 days. No trauma benefit is payable if the first trauma date of a trauma event occurred during the qualifying period.

The qualifying period also reapplies from the date of any reinstatement and from the date of any non-indexation increase, though only in respect of that increase.

If the PPS Mutual Trauma Insurance is replacing existing trauma cover provided by NobleOak or another insurer, the qualifying period will be set to 0 days if:

- the existing trauma cover being replaced has been in force for at least 90 days, and all existing qualifying periods on that existing trauma cover have expired;
- the replacement PPS Mutual Trauma Insurance is for the same or lower sum insured than the existing trauma cover, or if higher, then the 90 day qualifying period remains applicable in respect of the excess sum insured over the existing trauma cover;
- the replacement PPS Mutual Trauma Insurance covers the same (or a subset of the) trauma events as the existing trauma cover;
- the existing trauma cover is cancelled within 7 days of the issue of the replacement PPS Mutual Trauma Insurance; and
- no claim is payable or pending under the existing trauma cover, and the Member or Life Insured is not eligible to make a claim under that existing trauma cover.

**“percentage factor”** means that percentage factor from 0% to 125% as shown in the trauma event table which determines how much is paid for each trauma event.

**“sum insured”** means the agreed dollar amount of the insurance cover provided to the Member for the trauma benefit as set out in the Certificate of Membership (as increased or reduced in accordance with the percentage factor and these Rules).

**“terminal illness”, “terminally ill”** means

- a medical practitioner certifies that the Life Insured has suffered from an illness, or has incurred an injury, that is likely to result in the Life Insured’s death within 12 months; and
- NobleOak agrees with that prognosis.

**“totally disabled” (and “total disability”)** means the Life Insured meets at least one of the following three definitions:

- (1) **“totally disabled - duties based”** means where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:
  - unable to perform at least one or more of the important income producing duties of their regular occupation;
  - not working in any gainful employment; and
  - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.
- (2) **“totally disabled - hours based”** means where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:
  - not working for more than 10 hours per week in their regular occupation and not working in any other gainful employment. (5 hours where working less than 20 hours per week in the previous 12 months);
  - unable to perform the important income producing duties of their regular occupation for more than 10 hours per week (5 hours where working less than 20 hours per week in the previous 12 months); and
  - Under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.
- (3) **“totally disabled – unemployed” (and “total disability – unemployed”)** means where the Life Insured was for a period longer than 12 months:
  - not gainfully employed; or
  - on leave without pay;at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:
  - unable to perform any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience;
  - not working in any occupation (whether paid or unpaid); and
  - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**“trauma benefit”** means the benefit payable under this Benefit Appendix upon the Life Insured suffering a trauma event.

**“trauma date”** means in respect of a trauma event, the earliest of:

- the date that trauma event was diagnosed by a medical practitioner;
- the date that trauma event first became apparent to the Life Insured; and/or
- the date that symptoms of that trauma event were first observed by a medical practitioner or the Life Insured.

**“trauma event”** means an event listed and defined in the trauma event table attached as Schedule 4.1, under which the Life Insured is covered, subject to these Rules. The list of trauma events may be reduced for a Life Insured, in accordance with:

- clause 5.1.2; and
- due to any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership applicable to the Life Insured.

## **2. BENEFIT NAME**

- 2.1 The cover provided under this Benefit Appendix is to be known as “PPS Mutual Trauma Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this cover are set out in this Benefit Appendix.
- 2.3 This cover may be provided as ordinary (non-superannuation) business only.

## **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual Trauma Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:
- (a) a PPS Mutual Member;
  - (b) no younger than 18 years of age; and
  - (c) no older than:
    - (i) 60 years of age if level premiums apply;
    - (ii) 65 years of age if stepped premiums apply; or
    - (iii) Such other age that NobleOak may determine from time to time.
- 3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Trauma Insurance and the Certificate of Membership shows that PPS Mutual Trauma Insurance has commenced and not yet terminated for a Life Insured.

## **4. LINKING**

- 4.1 PPS Mutual Trauma Insurance can be provided as either stand-alone cover or linked together with PPS Mutual Life Insurance and/or PPS Mutual TPD Insurance.
- 4.2 If PPS Mutual Trauma Insurance is stand-alone, then a claim that becomes payable under this PPS Mutual Trauma Insurance benefit has no effect on any other claim by the Member.
- 4.3 If PPS Mutual Trauma Insurance is linked with:
- PPS Mutual Life Insurance, then a claim that becomes payable:
    - under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum insured by an equivalent amount; and/or
    - for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual Trauma Insurance sum insured by an equivalent amount.
  - PPS Mutual TPD Insurance, then a claim that becomes payable under PPS Mutual Trauma Insurance will reduce the PPS Mutual TPD Insurance sum insured by an equivalent amount; or
  - PPS Mutual Life Insurance and PPS Mutual TPD Insurance, then a claim that becomes payable:
    - under PPS Mutual Trauma Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual TPD Insurance sum insured by an equivalent amount;
    - under PPS Mutual TPD Insurance will reduce the PPS Mutual Life Insurance sum insured and PPS Mutual Trauma Insurance sum insured by an equivalent amount; or

- for terminal illness under PPS Mutual Life Insurance will reduce the PPS Mutual Trauma Insurance sum insured and PPS Mutual TPD Insurance sum insured by an equivalent amount.

4.4 If linking applies to the PPS Mutual Trauma Insurance, it will be shown on the Certificate of Membership for that Life Insured.

## 5 BENEFITS

### 5.1 Trauma Benefit

5.1.1 NobleOak will pay the trauma benefit where the Life Insured:

- suffers a trauma event;
- the trauma date for that trauma event occurs after any applicable qualifying period associated with that trauma event; and
- survives 14 days from the trauma date,

while the Life Insured is covered for Trauma Insurance.

5.1.2 From the next anniversary date after the Life Insured has reached his/her 70<sup>th</sup> birthday, then the list of trauma events that apply will only be:

- Loss of Independent Existence;
- Loss of Limbs;
- Loss of Sight;
- Cognitive Loss.

5.1.3 At the anniversary date after the Life Insured has reached his/her 80<sup>th</sup> birthday, then the PPS Mutual Trauma Insurance terminates for that Life Insured.

5.1.4 The trauma benefit payable by NobleOak is payable as a lump sum equal to:

- a) the sum insured that applies to the Life Insured on the first trauma date for the trauma event;  
multiplied by
- b) the percentage factor applicable to that trauma event as shown in the trauma event table;

subject to the following:

- if the percentage factor is 100% or more then the full sum insured is paid and the PPS Mutual Trauma Insurance is extinguished;
- if the percentage factor is less than 100%, then a partial trauma benefit is paid, and the remaining sum insured is reduced by the amount of partial trauma benefit paid;
- if the amount payable reduces the remaining benefit to less than \$10,000, then the entire trauma benefit is paid and the PPS Mutual Trauma Insurance is extinguished;
- any partial benefit payable is limited to a maximum of:
  - \$50,000 for the trauma events of angioplasty and coronary artery stenting; or
  - \$100,000 for all other trauma events; and
- only one claim for each trauma event is allowed, except for:
  - the trauma events of angioplasty and coronary artery stenting; or
  - the trauma event of carcinoma in situ, and subsequent claims are for a uniquely different site on the Life Insured's body.

- 5.1.5 The minimum sum insured that NobleOak may provide for a new trauma benefit at the PPS Mutual Trauma Insurance commencement date on an individual Life Insured is \$100,000 (or such other amount that NobleOak may determine from time to time).
- 5.1.6 The maximum sum insured that NobleOak may provide for a new trauma benefit at the PPS Mutual Trauma Insurance commencement date on an individual Life Insured is:
- \$2,000,000; or
  - such other amount that NobleOak may determine from time to time, subject to:
    - where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual TPD), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
    - where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the total of the TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
    - where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
- 5.1.7 The sum insured will be automatically increased each year in accordance with rule 26.
- 5.1.8 The sum insured will be reduced by the amount of any:
- terminal illness payment under any linked PPS Mutual Life Insurance; and/or
  - TPD payments under any linked PPS Mutual TPD Insurance.

## **5.2 Financial Plan Benefit**

- 5.2.1 When a trauma benefit is paid, NobleOak will also reimburse the costs up to a maximum of \$10,000 for a financial plan.
- 5.2.2 The conditions of reimbursement are:
- a) the trauma benefit payment must equal or exceed \$500,000;
  - b) the financial plan must be prepared by one or more of a licensed financial adviser, a qualified lawyer and/or a qualified accountant and be in respect of one or more of financial advice, legal advice and/or accounting advice;
  - c) the reimbursement of costs will be paid to the Member;
  - d) the financial plan must be provided and reimbursement of costs sought within 6 months of the trauma benefit payment; and
  - e) NobleOak reserves the right to request evidence of services.
- 5.2.3 Only one Financial Plan Benefit will be paid in respect of a Life Insured across all PPS Mutual Benefits covering that Life Insured.

### **5.3 Suspending Insurance Benefit**

- 5.3.1 Where the PPS Mutual Trauma Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Trauma Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Trauma Insurance due to financial hardship for one or more periods totaling up to 12 months.
- 5.3.2 In order for NobleOak to approve a suspension period, the Member must in writing:
- a) notify NobleOak of a start date from when suspension applies;
  - b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
  - c) acknowledge that premiums and cover will be suspended during this period; and
  - d) demonstrate financial hardship to NobleOak's satisfaction.
- 5.3.3 At the end of the suspension period, NobleOak will automatically resume premium collections.
- 5.3.4 No benefits under this PPS Mutual Trauma Insurance will be provided for any illness or injury that occurs during the suspension period and for 90 days following the recommencement of cover.
- 5.3.5 Once the selected period of suspended cover has expired, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Trauma Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

### **5.4 Premium Freeze Benefit**

- 5.4.1 Where stepped premiums apply to this Benefit, the Member may request NobleOak at any time to freeze premiums. This means the sum insured will be adjusted to reflect the amount of cover applicable for the same premium according to the premium rate applicable at the next and subsequent anniversaries.
- 5.4.2 While the premium freeze applies, no automatic increases shall apply to this PPS Mutual Trauma Insurance Benefit.
- 5.4.3 The Member can request NobleOak to unfreeze the premiums at any time, except while a disability waiver of premium is being claimed, which means the sum insured will be reset to the then current amount, and stepped premiums resuming.

### **5.5 Future Increases Benefit**

- 5.5.1 Upon the occurrence of certain specific events, and in accordance with the terms of this Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.
- 5.5.2 In order to have an increase accepted by NobleOak;
- b) the request by the Member must be in writing to NobleOak within 60 days of the event and substantiating the event and increase sought to NobleOak's satisfaction.
  - c) Only one increase allowed per Life Insured for this PPS Mutual Trauma Insurance per 12 month period;
  - d) the event must be listed in the table 5.5.4 below;
  - e) the minimum increase per event is \$20,000;

- f) the maximum increase per event is set out in the table of specific events below;
- g) the maximum cumulative increases under this PPS Mutual Trauma Insurance for any Life Insured is \$2,000,000;
- h) the Life Insured must be 60 years of age or under;
- i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership;
- j) there cannot be any premium loadings exceeding +100% for this Life Insured for this Benefit;
- k) the Member cannot also have exercised the Business Increases Option during the same 12 month period;
- l) the Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim payment in respect of the Life Insured for any PPS Mutual Benefit;
- m) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual TPD), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
- n) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the total of the TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance; and
- o) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance.

5.5.3 The increase in sum insured as a result of exercising this Benefit is:

- a) only payable for trauma events that are due to an injury (or injuries) during the first 6 months after the increase is accepted, and for all trauma events thereafter; and
- b) not payable in respect of any trauma events that have a non-zero qualifying period, during the first 3 months after the increase is accepted.

<b>5.5.4 Table of Specific Events and Maximum Allowable Increase</b>	
<b>Life Insured's Personal Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>• The Life Insured marries, registers a de facto relationship or enters into a de facto agreement.</li> <li>• The Life Insured divorces, legally separates, registers a separation from a marriage or registered de facto relationship or cancels a de facto agreement.</li> <li>• The death of the Life Insured's spouse or registered de facto partner or a de facto partner who has entered into a de facto agreement with the Life Insured.</li> <li>• The Life Insured's child is born or they legally adopt a child.</li> <li>• The Life Insured's child starts school.</li> </ul>	<p>Lesser of:</p> <ul style="list-style-type: none"> <li>• 25% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date;</li> <li>• the amount of the increase to the mortgage; and</li> <li>• \$250,000.</li> </ul>



<ul style="list-style-type: none"> <li>The Life Insured increases their mortgage for their primary place of residence.</li> <li>The Life Insured completes their first undergraduate degree at a recognised Australian university.</li> <li>The Life Insured becomes a carer for the first time.</li> </ul>	
<ul style="list-style-type: none"> <li>The Life Insured is granted a housing loan by a financial institution to buy their primary residence.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>50% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date;</li> <li>the amount of the housing loan; and</li> <li>\$250,000.</li> </ul>
<b>Life Insured's Professional Events</b>	
<ul style="list-style-type: none"> <li>The Life Insured receives a salary increase of 15% or more.</li> <li>The Life Insured qualifies as a Fellow of his/her profession.</li> <li>The Life Insured becomes a partner of his/her organisation.</li> <li>The Life Insured commences a private practice.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date;</li> <li>10 times the Life Insured's salary package increase; and</li> <li>\$250,000.</li> </ul>
<b>Member or Life Insured's Business Events</b>	
<ul style="list-style-type: none"> <li>If the original purpose of the PPS Mutual Trauma Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases, using the same methodology as was used to determine the original cover.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date;</li> <li>the amount of the increase in the value of the financial interest in the business; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date;</li> <li>the amount of the increase in the value of the business loan; and</li> <li>\$250,000.</li> </ul>
<ul style="list-style-type: none"> <li>If the Life Insured is a key person [define?] in a business and their value to the business increases.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>5 times the average of the last 3 annual increases in the Life Insured's gross remuneration package;</li> <li>25% benefit amount at the PPS Mutual Trauma Insurance commencement date; and</li> <li>\$250,000.</li> </ul>
<b>5 Year Anniversary Event</b>	
<ul style="list-style-type: none"> <li>On every 5th anniversary of this PPS Mutual Trauma Insurance Benefit, providing that the sum insured has not been increased under this Future Increases Benefit or Business Increases Option during the previous 5 years.</li> </ul>	Lesser of: <ul style="list-style-type: none"> <li>25% of the sum insured for that Life Insured at the PPS Mutual Trauma Insurance commencement date; and</li> <li>\$250,000.</li> </ul>

## **5.6 Life Insurance Reinstatement**

- 5.6.1 If this PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance for the same Life Insured, then the Member may reinstate the life insurance lost as a result of a trauma benefit claim, without further evidence of medical, pastimes or occupation of the Life Insured.
- 5.6.2 If applicable, NobleOak will offer in writing the PPS Mutual Life Insurance to the Member on the later of:
- 12 months after we receive the valid Trauma Benefit claim form in respect of a Life Insured, that led to the Trauma Benefit claim being paid; and
  - the date that the Trauma Benefit claim is paid in respect of that Life Insured;
- and will provide 30 days for the Member to accept. Once accepted, the PPS Mutual Life Insurance premiums will be restarted and adjusted accordingly.
- 5.6.3 This Life Insurance Reinstatement offer is not available if the Member is exercising the Life Insurance Reinstatement with Premium Waiver Option.
- 5.6.4 Any life insurance reinstated under this Life Insurance Reinstatement, will not be subject to the automatic annual increases under rule 26, and neither will the Member be entitled to subsequently increase this reinstated life insurance under either the Future Increases Benefit or the Business Increases Option.
- 5.6.5 Any exclusions or limitations that applied to the PPS Mutual Life Insurance that was reduced (or extinguished) when the Trauma Benefit was paid, will be re-applied when the PPS Mutual Life Insurance is reinstated.
- 5.6.6 If the original PPS Mutual Life Insurance premium was stepped, the premium for the reinstated PPS Mutual Life Insurance will be stepped and will be calculated based on the age of the Life Insured at the time of the reinstatement.

If the original PPS Mutual Life Insurance premium was level, the premium for the reinstated PPS Mutual Life Insurance will be level and will continue on the same level premium rates that applied prior to the trauma benefit claim.

## **6 OPTIONAL BENEFITS**

### **6.1 Business Increases Option**

- 6.1.1 The Member is only covered for this Business Increases Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.1 applies.
- 6.1.2 Upon the occurrence of certain specific events, and in accordance with the terms of this Optional Benefit, the Member can request NobleOak to increase the sum insured for a Life Insured without having to provide further medical, pastimes or occupational evidence to support that increase.
- 6.1.3 In order to have an increase accepted by NobleOak;
- a) the relevant business purpose must have been stated and accepted by NobleOak at the PPS Mutual Trauma Insurance commencement date. Acceptable business purposes are:
    - buy/sell purchase or share protection;
    - loan guarantee or debt protection;
    - key person insurance; or
    - any other purpose approved by NobleOak.

- b) the request by the Member to increase cover must be in writing to NobleOak:
  - within 60 days of the business event;
  - evidencing the business event and substantiating the increase; and
  - be approved by NobleOak.
- c) Only one increase allowed per Life Insured per Benefit per 12 month period between anniversary dates;
- d) the event must be listed in the table of specific business events below;
- e) the minimum increase per event is \$20,000;
- f) the maximum increase per event is set out in table 6.1.5 below;
- g) the maximum cumulative increases over the life of the PPS Mutual Trauma Insurance in respect of a Life Insured is the lesser of:
  - \$2,000,000;
  - three times the sum insured at the PPS Mutual Trauma Insurance commencement date;
- h) the Life Insured must be 60 years of age or under;
- i) there cannot be more than one exclusion for this Life Insured shown on the Certificate of Membership for the PPS Mutual Trauma Insurance;
- j) there cannot be any premium loadings exceeding +100% for this Life Insured for the PPS Mutual Trauma Insurance;
- k) the Member cannot also have exercised the Future Increases Benefit within 12 months;
- l) the Member has not been paid any lump sum benefit and is not eligible to receive or imminently likely to receive any benefit or claim payment in respect of the Life Insured for any PPS Mutual Benefit;
- m) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance (and PPS Mutual Life Insurance is not linked to PPS Mutual TPD), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance;
- n) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance but not linked to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the total of the TPD Insurance sum insured and the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance; and
- o) where PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance and to PPS Mutual TPD Insurance (and PPS Mutual Life Insurance is linked to PPS Mutual TPD Insurance), the PPS Mutual Trauma Insurance sum insured being no greater than the sum insured under the linked PPS Mutual Life Insurance.

6.1.4 The increase in sum insured as a result of exercising this Benefit is not payable in respect of:

- a) any trauma events that have a non-zero qualifying period, occurring during the first 3 months after the increase is accepted; and
- b) any non-accidental trauma events during the first 6 months after the increase is accepted

<b>6.1.5 Table of Specific Business Events and Maximum Allowable Increase</b>	
<b>Member or Life Insured's Business Events</b>	<b>Maximum Benefit Increase</b>
<ul style="list-style-type: none"> <li>If the original purpose of the PPS Mutual Trauma Insurance was to support a business purpose connected with the Member or Life Insured such as a buy/sell arrangement, a share purchase agreement or a business succession agreement, and the value of that business increases.</li> </ul>	Increase in value of business using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>If the Member or Life Insured is responsible for a business loan and there is an increase in the loan liability.</li> </ul>	Increase in the Life Insured's share of the loan using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>If the Life Insured is a key person in a business and their value to the business increases.</li> </ul>	Increase in the value of the Key person using the same methodology as was used to determine the original cover.
<ul style="list-style-type: none"> <li>Any other approved business event approved by NobleOak.</li> </ul>	Increase relating to this approved business event using the same methodology as was used to determine the original cover.

## **6.2 Disability Premium Waiver Option**

- 6.2.1 The Member is only covered for this Disability Premium Waiver Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.2 applies.
- 6.2.2 If the Life Insured becomes totally disabled while covered for PPS Mutual Trauma Insurance, then premiums for the PPS Mutual Trauma Insurance and any PPS Mutual Child Insurance Option and/or PPS Mutual Blood Borne Option attached to this PPS Mutual Trauma Insurance will be waived from 3 months after total disability commences until the earlier of:
- total disability ends;
  - cancellation of the PPS Mutual Trauma Insurance by the Member;
  - termination of the PPS Mutual Trauma Insurance by NobleOak in accordance with rule 30 or clause 7; or
  - the anniversary date after the Life Insured attains age 70.
- 6.2.3 To be eligible to obtain this Disability Premium Waiver Option, the proposed Life Insured must at the time of the application be:
- no younger than 18 years of age; and
  - no older than:
    - 60 years of; or
    - such other age that NobleOak may subsequently determine from time to time.
- 6.2.4 To be eligible to claim this Disability Premium Waiver:
- the Life Insured must be age 65 or younger; and
  - there must be no premiums owing to NobleOak for any PPS Mutual Benefit.
- 6.2.5 Claims for the Disability Premium Waiver will not be approved where:
- where the total disability is caused by war, whether declared or not; or
  - where the total disability is caused by intentional self-inflicted injuries or attempted suicide.
- 6.2.6 The sum insured will not be automatically increased each year in accordance with rule 26, while the premium waiver continues.

### **6.3 Life Insurance Reinstatement with Premium Waiver Option**

- 6.3.1 The Member is only covered for this Life Insurance Reinstatement with Premium Waiver Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.3 applies.
- 6.3.2 If this PPS Mutual Trauma Insurance is linked to PPS Mutual Life Insurance for the same Life Insured, then the Member may reinstate the life insurance lost as a result of a full trauma benefit claim, without further evidence of medical, pastimes or occupation of the Life Insured. PPS Mutual Life Insurance premiums will be waived on the reinstated amount until the anniversary date after turning age 65. The Member may continue the PPS Mutual Life Insurance after age 65 by recommencing premiums appropriate to the Life Insured at that time.
- 6.3.3 If applicable, and subject to NobleOak being satisfied as to eligibility, NobleOak will reinstate the PPS Mutual Life Insurance to the Member on the later of:
- 14 days after NobleOak receives the Trauma Insurance claim form; and
  - the date we pay the PPS Mutual Trauma Benefit claim.
- 6.3.4 This Life Insurance Reinstatement with Premium Waiver Option is not available if the Life Insured:
- is eligible to claim or imminently likely to be eligible to claim for terminal illness; or
  - doesn't survive until that date that is 14 days after the Trauma Benefit claim is paid
- 6.3.5 Any life insurance reinstated under this Life Insurance Reinstatement with Premium Waiver Option, will not be subject to the automatic annual increases under rule 26, and neither will the Member be entitled to subsequently increase this reinstated life insurance under either the Future Increases Benefit or the Business Increases Benefit Option.
- 6.3.6 Any exclusions or limitations that applied to the PPS Mutual Life Insurance that was reduced (or extinguished) when the Trauma Benefit was paid, will be re-applied when the PPS Mutual Life Insurance is reinstated.
- 6.3.7 This option expires at the anniversary date after the Life Insured reaches age 65.

### **6.4 Trauma Insurance Reinstatement Option**

- 6.4.1 The Member is only covered for this Trauma Insurance Reinstatement Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.4 applies.
- 6.4.2 If a full or partial claim is paid under this PPS Mutual Trauma Insurance for a Life Insured, then the Member may reinstate the trauma insurance lost as a result of a trauma benefit claim in respect of that Life Insured, without further evidence of medical, pastimes or occupation of the Life Insured.
- 6.4.3 If applicable, NobleOak will make the offer in writing to reinstate the PPS Mutual Trauma Insurance to the Member on the later of:
- 12 months after we receive the valid Trauma Insurance claim form in respect of a Life Insured that led to the Trauma Benefit claim being paid; and
  - the date that the Trauma Insurance claim is paid in respect of that Life Insured;
- and provide 60 days for the Member to accept. Once accepted, the PPS Mutual Trauma Insurance premiums will be restarted and adjusted accordingly.

- 6.4.4 This Trauma Insurance Reinstatement Option is not available if:
- a TPD or Terminal Illness Benefit has been paid or is being claimed for the Life Insured on any PPS Mutual Insurance benefit;
  - the Trauma Insurance claim was for Loss of Independent Existence;
  - the Member has previously reinstated in aggregate 100% of the original PPS Mutual Trauma Insurance sum insured under this option,;
  - the Life Insured is older than age 70; or
  - the Life Insured doesn't survive to the date when the reinstatement offer is accepted.
- 6.4.5 Any Trauma Insurance reinstated under this Trauma Insurance Reinstatement Option, will not be subject to the automatic annual increases under rule 26, and neither will the Member be entitled to subsequently increase this reinstated Trauma Insurance under either the Future Increases Benefit or the Business Increases Benefit Option.
- 6.4.6 Any exclusions or limitations that applied to the PPS Mutual Trauma Insurance that was reduced (or extinguished) when the trauma benefit was paid, will be re-applied when the PPS Mutual Trauma Insurance is reinstated.
- 6.4.7 If the original PPS Mutual Trauma Insurance premium was stepped, the premium for the reinstated PPS Mutual Trauma Insurance will be stepped and will be calculated based on the age of the Life Insured at the time of the reinstatement.

If the original PPS Mutual Trauma Insurance premium was level, the premium for the reinstated PPS Mutual Trauma Insurance will be level and will continue on the same level premium rates that applied prior to the trauma benefit claim..

## 7 EXCLUSIONS

- 7.1 NobleOak will not pay the trauma benefit or a partial trauma benefit if the Life Insured's trauma event is a direct or indirect result of, or the same as, or similar to, or related to:
- (a) a trauma event occurring or having its trauma date during the qualifying period;
- (b) any illness or injury that occurred or where the trauma date for that illness or injury occurred before the PPS Mutual Trauma Insurance commencement date, unless clearly disclosed to and accepted by NobleOak.
- This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date;
- (c) a previous trauma event for which a claim was paid under this PPS Mutual Trauma Insurance, except where the trauma event is:
- angioplasty and coronary artery stenting, or
  - carcinoma in situ, and the subsequent carcinoma in situ claims are for a uniquely different site on the Life Insured's body.
- (d) a previous trauma event for which a claim was paid under this PPS Mutual Trauma Insurance, except where cover has been reinstated under the Trauma Reinstatement Option, and the new trauma event is:
- cancer; or
  - heart attack;
- in which case, the maximum paid will be the lower of 10% of the original sum insured and \$50,000.

- (e) the trauma date for the trauma event being claimed occurs after the anniversary date after the Life Insured turns 70, except if the event is:
  - loss of independent existence;
  - loss of limbs;
  - loss of sight; or
  - cognitive loss.
- (f) a deliberate self-inflicted injury or attempted suicide; and/or
- (g) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

## **8 TERMINATION OF INSURANCE**

- 8.1 In addition to the circumstances set out in rule 30.5, the cover for the PPS Mutual Trauma Insurance provided in respect of a Life Insured will automatically terminate upon:
- the sum insured being reduced to nil as a result of the payment of a trauma benefit or a linked benefit; or
  - the anniversary date after the Life Insured reaches age 80; or
  - The death of the life insured.

## **9 INTERIM ACCIDENT INSURANCE**

- 9.1 Interim accidental trauma insurance applies in respect of a life to be insured in accordance with this clause 9, providing the PPS Mutual Trauma Insurance being applied for is not replacing another trauma insurance policy that is still in force while this PPS Mutual Trauma Insurance application is with NobleOak.
- 9.2 The interim accidental trauma insurance commences on the application date when NobleOak receives:
- the Member's full application and full personal statement in respect of the life to be insured; and
  - the Member's financial institution details or deposit premium in respect of the life to be insured.
- 9.3 The interim accidental trauma insurance terminates on the earliest of:
- ninety (90) days after the application date;
  - the date NobleOak accepts, declines or defers the Member's application;
  - the date when the Member withdraws the application; and
  - fourteen (14) days after the date when NobleOak sends any request for further information regarding the application, if not answered by that time;
- 9.4 NobleOak will pay the interim accidental trauma insurance benefit where the life to be insured suffers one of the listed trauma events below as a direct result of an injury (or injuries) and survives 14 days after the trauma date, provided that the accident that caused the injury (or injuries) and the trauma date of that accident occurred while the life to be insured is covered for interim accidental trauma insurance, and provided that the trauma date occurs within 90 days of the accident.

The listed trauma events are:

- major head Trauma
- loss of sight
- paralysis
- loss of hearing

- o severe burns
- o loss of limbs
- o coma
- o loss of independent existence

- 9.5 The interim accidental trauma benefit payable by NobleOak is the lesser of:
- (a) the sum insured that the Member applied for;
  - (b) the sum insured that NobleOak would have approved had the accident not occurred and subject to NobleOak's usual underwriting and assessment guidelines; and
  - (c) \$750,000.
- 9.6 The interim accidental trauma benefit will not be paid for:
- (a) any illness;
  - (b) any accident that first occurred prior to the application date;
  - (c) any reason that would make the life to be insured ineligible for PPS Mutual Trauma Insurance;
  - (d) attempted suicide or any intentional self-inflicted act;
  - (e) act of war (whether declared or not); and/or
  - (f) any other exclusion that NobleOak would have applied through its usual underwriting and assessment guidelines in order to accept that life to be insured.
- 9.7 The payment of an interim accidental trauma benefit will not reduce any other benefit provided under another existing PPS Mutual Benefit covering that Life Insured.
- 9.8 Any accident, notice, claim or payment in relation to an interim accidental trauma benefit for a life to be insured will affect the application for PPS Mutual Trauma Insurance for that life to be insured, which may then be declined.

## **10 MINIMUM PREMIUM RATES**

- 10.1 The minimum premium rates for the PPS Mutual Trauma Insurance Benefit are set out in Schedule 4.2 to this Benefit Appendix. The premium rate tables that are available are:
- a) Stepped premium rates for males, females, non-smokers and smokers
  - b) Level premium rates to age 65 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
  - c) Level premium rates to age 70 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
  - d) Table of Loadings and Discounts
  - e) Factor loadings for the optional benefits
  - f) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules



## Schedule 4.1

### Trauma Events

The trauma events marked with an asterisk have a 90 day qualifying period.

Trauma Event	Definition of Trauma Event	Percentage Factor
advanced diabetes	<p>A certified consultant endocrinologist has confirmed that at least two of the following complications have occurred as a direct result of diabetes:</p> <ul style="list-style-type: none"> <li>• severe diabetic retinopathy resulting in permanent visual acuity (whether aided or unaided) and corrected of 6/36 or worse in both eyes;</li> <li>• severe diabetic neuropathy causing motor and/or autonomic impairment;</li> <li>• diabetic gangrene leading to surgical intervention; or</li> <li>• severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification)</li> </ul> <p>6 months apart</p>	100%
angioplasty* / Coronary Artery Stenting	Undergoing either angioplasty or stent insertion on one or two coronary arteries, as considered necessary by a cardiologist to treat coronary artery disease. Angiographic evidence is required to confirm the need for this procedure.	25%
aortic surgery	Surgery to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or traumatic injury to the aorta. For the purpose of this definition, aorta means the thoracic and abdominal aorta but not its branches. Angioplasty, intra-arterial procedures or other non-surgical techniques are excluded.	100%
aplastic anaemia	<p>Permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:</p> <ul style="list-style-type: none"> <li>• blood product transfusion</li> <li>• marrow stimulating agents</li> <li>• immunosuppressive agents, or</li> <li>• bone marrow transplantation.</li> </ul>	100%
bacterial meningitis	<p>The unequivocal diagnosis of Bacterial Meningitis by a consultant neurologist, which is characterised by:</p> <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition; or</li> <li>• an equivalent guide to impairment approved by</li> </ul>	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	<p>us; or</p> <ul style="list-style-type: none"> <li>total and irreversible inability to perform without the assistance of another person, at least one of the activities of daily living.</li> </ul>	
benign brain tumour	The diagnosis of a non-cancerous tumour in either the brain tissue or between the brain tissue and the cranium giving rise to symptoms of increased intracranial pressure such as seizures, sensory impairment or motor impairment.	25%
brain damage	Brain damage, as confirmed by a medical practitioner who is a consultant neurologist, which results in a neurological deficit causing a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition.	100%
Cancer*	<p>The presence of one or more malignant tumours (including leukaemia, lymphoma, hodgkin's disease and colorectal cancer from Stage I or Stage II: T1 or T2 with N0 M0) characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.</p> <p>The following cancers are excluded:</p> <ul style="list-style-type: none"> <li>Conditions classified by their clinical features, cytopathology and/or histopathology as tumours showing the malignant changes of 'carcinoma in situ' or which are histopathologically described as premalignant (Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment). Uterine cervical intraepithelial lesions, cervical dysplasias and cervical intraepithelial neoplasias, including those classified as CIN 1, CIN 2 and CIN 3 are examples of tumours categorised as either being carcinoma in situ and/or premalignant and are excluded.</li> <li>All hyperkeratosis and basal cell carcinomas, and squamous cell carcinomas of skin unless there has been evidence of metastatic spread.</li> <li>Prostatic cancers which remain histologically as TNM Classification T1 or are of another equivalent or lower classification and have a Gleason score of 6 or less, unless major interventionist treatment is required to arrest the spread of malignancy.</li> <li>Melanomas which are less than stage T1bN0M0</li> <li>Chronic Lymphocytic Leukaemia diagnosed as less than RAI Stage 1.</li> </ul>	100%
carcinoma in situ of the breast*	Localised cancer where there is a confirmed histopathological diagnosis of carcinoma in situ without	25%

Trauma Event	Definition of Trauma Event	Percentage Factor
	evidence of invasive cancer.	
carcinoma in situ of the breast with lumpectomy and treatment*	Carcinoma in situ of the breast requiring breast conserving surgery and adjuvant therapy (such as radiotherapy). This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment.	100%
Carcinoma in situ of the female organs*	<p>Localised cancer characterised by a focal autonomous new growth of carcinomatous cells, which has not yet resulted in the invasion of normal tissues.</p> <p>Carcinoma in situ of the following sites is covered:</p> <ul style="list-style-type: none"> <li>• Cervix-uteri: the tumour must be classified as TIS according to the TNM staging method or FIGO stage 0. (This excludes Cervical Intraepithelial (CIN) classifications CIN 1 and CIN 2).</li> <li>• Corpus-uteri: where the tumour must be classified as TIS according to the TNM staging method or FIGO stage 0.</li> <li>• Fallopian tube: where the tumour must be limited to the tubal mucosa and classified as TIS according to the TNM staging method or FIGO stage 0.</li> <li>• Ovary: where the tumour must be classified as TIS according to the TNM staging method or FIGO stage 0.</li> <li>• Vagina: where the tumour must be classified as TIS according to the TNM staging method or FIGO stage 0.</li> <li>• Vulva: where the tumour must be classified as TIS according to the TNM staging method or FIGO stage 0.</li> </ul> <p>FIGO refers to the staging method of the International Federation of Gynaecology and Obstetrics.</p>	25%
cardiomyopathy	Impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association (or equivalent) classification of cardiac impairment.	100%
chronic kidney failure	End stage renal failure presenting as chronic irreversible failure of both kidneys to function which requires permanent renal dialysis or renal transplantation.	100%
chronic liver disease	End stage liver failure resulting in permanent jaundice, ascites or encephalopathy.	100%
chronic lung disease	End stage lung disease requiring permanent and continuous oxygen therapy, and a persistent FEV1 test result of less than one litre.	100%
chronic lymphocytic leukaemia*	The presence of Chronic Lymphocytic Leukaemia diagnosed as Rai Stage 0, which is defined to be the blood and the bone marrow only.	25%
cognitive loss	A total and permanent deterioration or loss of intellectual capacity (supported by a score of 15 or less out of 30 in a	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	Mini Mental State Examination or evidence from another neuropsychometric test that is acceptable to NobeOak) that has required the Life Insured to be under continuous care and supervision by another person for at least three consecutive months and at the end of that three month period the Life Insured is likely to require ongoing continuous care and supervision by another person.	
colostomy/ileostomy	The creation of a permanent and irreversible surgical opening, linking the colon and/or ileum to the surface of the body.	25%
coma	A state of total unconsciousness and unresponsiveness to all external stimuli, resulting in a Glasgow Coma Scale score of 6 or less and requiring continuous assisted ventilation to maintain life for at least 72 consecutive hours.	100%
coronary artery bypass surgery*	The actual undergoing of by-pass surgery (including saphenous vein or internal mammary or radial artery graft(s)) for the treatment of coronary artery disease. The operation must be for the treatment of one or more coronary arteries and angioplasty contra-indicated and must be considered necessary by a consultant cardiologist.	100%
dementia including Alzheimer's disease	Clinical diagnosis of Dementia (including Alzheimer's Disease) by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent, irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment in this definition means a deterioration in the Life Insured's score to 24 or less out of 30 in a Mini-Mental State Examination.	100%
diabetes complications	<p>Diagnosis of Type 1 insulin dependent diabetes mellitus, as certified by a consultant endocrinologist and resulting in at least two of the following criteria:</p> <ul style="list-style-type: none"> <li>• urinary protein excretion of more than 300mg per day,</li> <li>• creatinine clearance of 28–42ml/min (CKD stage 3b, International Chronic Kidney Disease classification),</li> <li>• diabetic retinopathy with a minimum severity of at least exudates and/or dot-blot haemorrhages, or</li> <li>• persistent sensory, motor or autonomic neuropathy</li> </ul>	25%
early stage melanoma*	The presence of one or more melanomas which are classified as melanoma in situ or stage T1aN0M0.	25%
early stage prostate cancer*	Localised cancer characterised by focal autonomous new growth of cancer cells. The tumour must be described histologically as TNM Classification T1 and have a Gleason score of 6 or less.	25%
encephalitis	An inflammatory disease of the brain resulting in neurological deficit causing:	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	<ul style="list-style-type: none"> <li>• at least 25 per cent impairment of whole person function that is permanent; or</li> <li>• total and permanent inability to perform at least one of the activities of daily living.</li> </ul>	
heart attack (myocardial infarction)*	<p>The death of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit and one of the following:</p> <ul style="list-style-type: none"> <li>• Acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain);</li> <li>• New serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block (LBBB); or</li> <li>• Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.</li> </ul> <p>If the above tests are inconclusive NobleOak will consider other appropriate and medically recognised tests.</p> <p>NobleOak will not pay under this definition for other acute coronary syndromes including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Angina;</li> <li>• Angina pectoris;</li> <li>• Myocyte necrosis classified as micro-infarction;</li> <li>• Acute coronary insufficiency; and</li> <li>• An elective percutaneous procedure for coronary artery disease, which is the sole cause of a rise in cardiac biomarkers.</li> </ul>	100%
heart valve surgery	The actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.	100%
Hydatidiform Mole*	The presence of a Hydatidiform Mole requiring surgical removal as recommended and confirmed by an obstetrician or a gynaecologist.	25%
hydrocephalus	An excessive accumulation of cerebrospinal fluid within the cranium requiring the insertion of a permanent shunt.	25%
intensive care	<p>An illness or injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an authorised intensive care unit of an acute care hospital.</p> <p>No benefit shall be payable where the illness or injury is as a result of drug or alcohol intake or other self-inflicted means.</p>	100%
loss of hearing	The total and irreversible loss of hearing in both ears with	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	and without the use of an appropriate aid.	
loss of independent existence	<p>The total and irreversible inability to perform at least two of the activities of daily living without the assistance of another person</p> <p>(If the Life Insured can perform the activity on his/her own by using special equipment NobleOak won't treat him/her as unable to perform that activity).</p>	100%
loss of limbs	The total and irreversible loss of the use of two limbs	125%
loss of sight	The permanent loss of sight in both eyes, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as diagnosed by an ophthalmologist.	125%
loss of speech	<p>The total and irrecoverable loss of the ability to produce intelligible speech as a result of illness or injury, which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain, as certified by an appropriate medical specialist.</p> <p>Loss of speech due to psychological reasons is excluded.</p>	100%
major head trauma	<p>Head Injury caused by an accident resulting in neurological deficit causing:</p> <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition; or</li> <li>• total and permanent inability to perform at least one of the activities of daily living.</li> </ul>	100%
major organ or bone marrow transplant	<p>The Life Insured is the recipient of an organ transplant or is on the waiting list to receive one of the following organs:</p> <ul style="list-style-type: none"> <li>• heart,</li> <li>• kidney,</li> <li>• liver,</li> <li>• lung,</li> <li>• pancreas,</li> <li>• small bowel, or</li> <li>• the transplantation of bone marrow.</li> </ul> <p>The transplant must be considered the appropriate and necessary treatment.</p>	100%
medically acquired HIV	<p>The infection with Human Immunodeficiency Virus (HIV), which on the balance of probabilities arose from an accident during one of the following medical procedures:</p> <ul style="list-style-type: none"> <li>• transfusion of blood or blood products;</li> <li>• organ transplant;</li> </ul>	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	<ul style="list-style-type: none"> <li>• assisted reproduction techniques; or</li> <li>• other medical procedure or operation performed by a doctor or at a registered medical facility.</li> </ul> <p>The procedure must have been performed by a registered health professional and have occurred in Australia.</p> <p>NobleOak requires a statement from the appropriate Statutory Health Authority that provides documented proof of the accident and confirms that the infection is medically acquired.</p> <p>A trauma claim for medically acquired HIV will not be payable if:</p> <ul style="list-style-type: none"> <li>• HIV infection is caused by any other means, including sexual activity or recreational intravenous drug use; or</li> <li>• a treatment is developed and approved which renders the HIV virus inactive and non-infectious.</li> </ul>	
motor neurone disease	Unequivocal diagnosis of motor neurone disease confirmed by a consultant neurologist, leading to neurological deficit.	100%
multiple sclerosis	The unequivocal diagnosis of Multiple Sclerosis by a consultant neurologist which is characterised by demyelination in the brain and spinal cord. There must have been more than one episode of well-defined neurological deficit with persisting clinical neurological abnormalities. Neurological investigations such as lumbar puncture, Magnetic Resonance Imaging (MRI), evidence of lesions in the central nervous system, evoked visual responses and evoked auditory responses are required to confirm diagnosis.	100%
muscular dystrophy	Unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist, which causes progressive and selective degeneration and weakness of voluntary muscles.	100%
occupationally acquired Hepatitis B or C	<p>The Life Insured becoming infected with the Hepatitis B or Hepatitis C virus as the result of an accident during the course of the Life Insured's regular occupation.</p> <p>The production and detection (sero-conversion) of:</p> <ul style="list-style-type: none"> <li>• Hepatitis B surface antigen or HBV DNA, by way of a positive Hepatitis B surface antigen or HBV DNA test; or</li> <li>• Hepatitis C antibodies, by way of a positive Hepatitis C antibody test,</li> </ul> <p>and the applicable test must be confirmed within six months of the accident.</p> <p>Any accident giving rise to a potential claim must be reported to us within seven days of the accident and supported by a negative Hepatitis B or Hepatitis C test (as applicable) taken after the accident. NobleOak must be given access to test all blood samples used.</p>	100%

Trauma Event	Definition of Trauma Event	Percentage Factor
	We will not pay a benefit if the Life Insured has elected not to take an approved vaccine that is recommended by the relevant professional governing body for use in the Life Insured's occupation and which was available prior to the accident, which caused infection.	
occupationally acquired HIV	<p>The Life Insured becoming infected with HIV as the result of an accident during the course of the Life Insured's regular occupation.</p> <p>The production and detection (sero-conversion) of HIV antibodies, by way of a positive HIV antibody test must be confirmed within 6 months of the accident.</p> <p>Any accident giving rise to a potential claim must be reported to us within seven days of the accident and supported by a negative HIV test taken after the accident. NobleOak must be given access to test all blood samples used.</p> <p>We will not pay a benefit if the Life Insured has elected not to take an approved vaccine that is recommended by the relevant professional governing body for use in the Life Insured's occupation and which was available prior to the accident, which caused infection.</p>	100%
open heart surgery	The undergoing of a thoracotomy (excluding keyhole surgeries) for treatment of cardiac defect, cardiac aneurysm or benign cardiac tumour.	100%
out of hospital cardiac arrest*	<p>Cardiac Arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:</p> <ul style="list-style-type: none"> <li>• cardiac asystole; or</li> <li>• ventricular fibrillation with or without ventricular tachycardia.</li> </ul>	100%
Parkinson's disease	Unequivocal diagnosis of Parkinson's disease confirmed by a consultant neurologist, leading to irreversible neurological deficit.	100%
Paralysis	<p>The total and irreversible loss of the use of two limbs, where a limb is defined as the shoulder down to the hand or the hip down to the foot.</p> <p>Paraplegia, Quadriplegia, Tetraplegia, Diplegia and Hemiplegia are included in this definition.</p>	125%
partial loss of hearing	The total and irreversible loss of hearing in one ear, with and without the use of an appropriate aid, as confirmed by an Ear, Nose and Throat specialist.	25%
partial loss of limbs	The total and irreversible loss of the use of one limb, where 'limb' means whole hand or whole foot.	25%
partial loss of sight	The permanent loss of sight in one eye, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in one eye, or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.	25%



Trauma Event	Definition of Trauma Event	Percentage Factor
Pneumonectomy	The undergoing of a surgery to remove an entire lung. This treatment must be considered medically necessary and deemed the most appropriate treatment.	100%
primary pulmonary hypertension	<p>Primary pulmonary arterial hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class 3 of the New York Heart Association classification of cardiac impairment.</p> <p>Pulmonary hypertension secondary to other disorders such as chronic lung disease, medications, thromboembolic disease and left ventricular failure is specifically excluded. Other forms of hypertension (involving increased blood pressure) are specifically excluded.</p>	100%
severe benign brain tumour	<p>The diagnosis of a non-cancerous tumour in either the brain tissue or between the brain tissue and the cranium giving rise, either directly or indirectly to symptoms of local neurological tissue damage such as seizures, sensory impairment and motor impairment and results in the Life Insured either:</p> <ul style="list-style-type: none"> <li>• suffering a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication Guides to the Evaluation of Permanent Impairment, 6th edition; or</li> <li>• being permanently unable to perform at least one of the activities of daily living without the physical assistance of someone else.</li> </ul>	100%
severe burns	<p>Tissue injury caused by thermal, electrical or chemical agents causing full thickness burns to:</p> <ul style="list-style-type: none"> <li>• 20% or more of the body surface area as measured by the 'Rule of Nines' or the Lund and Browder Body Surface Chart;</li> <li>• 50% or more of both hands, requiring surgical debridement and/or grafting;</li> <li>• 50% or more of both feet, requiring surgical debridement and/or grafting;</li> <li>• 50% or more of the face, requiring surgical debridement and/or grafting; or</li> <li>• the whole of the skin of the genitalia, requiring surgical debridement and/or grafting.</li> </ul>	100%
severe Crohn's disease	Diagnosis of Crohn's disease that requires permanent immunosuppressive medication.	25%
severe osteoporosis	<p>Before the age of 50, the Life Insured:</p> <ul style="list-style-type: none"> <li>• suffers at least two vertebral body fractures or a fracture of the neck of femur, due to osteoporosis; and</li> <li>• has bone mineral density reading with a T-score of less than -2.5 (i.e. 2.5 standard deviations)</li> </ul>	25%

Trauma Event	Definition of Trauma Event	Percentage Factor
	below the young adult mean for bone density). This must be measured in at least two sites by dual energy x-ray absorptiometry (DEXA).	
severe rheumatoid arthritis	Diagnosis of rheumatoid arthritis, confirmed by appropriate radiology and blood tests, that has failed to respond to treatment with at least 2 immunosuppressive agents administered consistently for a period of at least 12 months.	100%
severe ulcerative colitis	Unequivocal diagnosis of Ulcerative Colitis that has failed to be controlled by standard therapy including cortisone treatment and requires permanent immunosuppressive medication	25%
Stroke*	<p>An infarction of the central nervous system tissue causing permanent neurological deficit, as evidenced by:</p> <ul style="list-style-type: none"> <li>• neuro imaging; and</li> <li>• the unequivocal diagnosis by a specialist consultant neurologist.</li> </ul> <p>Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.</p>	100%
triple vessel angioplasty / coronary artery stenting*	The undergoing of angioplasty or coronary artery stenting on the arteries (or their branches) of three or more coronary arteries in the same procedure to correct a narrowing or blockage. It must be considered the appropriate and necessary treatment on the basis of angiographic evidence.	100%

## Benefit Appendix 5

### PPS MUTUAL INCOME PROTECTION INSURANCE

#### 1. DEFINITIONS

The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“activities of daily living”** means all of the following 5 activities:

1. Dressing – putting on and taking off clothing
2. Toileting – using the toilet, which includes getting on and off
3. Maintaining continence – having good control of bowel and bladder functions
4. Feeding – getting food from the plate into the mouth
5. Mobilising - Moving from place to place by walking, wheelchair or with assistance of a walking aid or getting in and out of bed, a chair or a wheelchair.

**“benefit period”** means the maximum period of time that a Life Insured can receive a monthly benefit while remaining continuously totally disabled and/or partially disabled. The benefit period starts at the end of the waiting period.

The benefit period will be 2 years, 5 years, to the anniversary date after turning age 65 or to the anniversary date after turning age 70 or such other period that NobleOak may determine from time to time. The benefit period that applies to a Life Insured is shown in the Certificate of Membership for that Life Insured.

If at the time of disability, the total disability –home duties definition applies, then the benefit period will be 2 years.

**“constraints under SIS legislation”** means that NobleOak must consider the legislative requirements of the Superannuation Industry (Supervision) Act 1993, including any subsequent amendments or related legislation before determining if, when and how any PPS Mutual Benefits are established, premiums are received, alterations made or claims paid regarding superannuation business.

**“cover type”** means the method by which the monthly benefit will be calculated during a claim. The cover type will be one of:

- Indemnity;
- Agreed Value; or
- Endorsed Agreed Value.

If at the time of application or disability, the total disability – home duties definition applies, the cover type will be Agreed Value.

The cover type applying to a Life Insured will be shown in the Certificate of Membership for that Life Insured.

**“disability”** (and **“disabled”** and **“disablement”**) mean either total disability or partial disability, when not specifically total disability or partial disability in the context.

**“disability date”** (and **“disablement date”**) means the earlier of:

- the date that the Life Insured was first totally disabled or partially disabled as a result of an illness or injury and as certified by a medical practitioner on or after that date; and
- the date that the Life Insured first stopped working if gainfully employed and providing this was no more than 7 days prior to consulting a medical practitioner about the illness or injury causing disability.

**“expiry age”** means the date that all cover under this PPS Mutual Income Protection Insurance ceases for a Life Insured. The options for the expiry age are:

- the anniversary date after turning age 65 for benefit periods of 2 years, 5 years, and to age 65;
- the anniversary date after turning age 70 for benefit period to age 70; and
- such other age that NobleOak may determine from time to time.

The expiry date applicable will be shown in the Certificate of Membership for that Life Insured.

**“gainfully employed”** (or **“gainful employment”**) means to be employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

**“home duties”** means all of the following activities:

- cooking and preparing meals (ie the ability to prepare meals using basic ingredients and normal kitchen appliances);
- cleaning the house (ie the ability to carry out the basic internal household chores using various tools such as mop or vacuum cleaner);
- washing and drying clothes (ie the ability to maintain the households laundry by using the washing machine and being able to hang clothes on a washing line or clothes airer);
- shopping for groceries (ie the ability to physically purchase general household grocery items with either the use of a shopping basket or trolley); and
- if the Life Insured normally looks after a child or children up to the age of 12 as part of their everyday activities, looking after that child or children (ie the ability to care for and supervise a child or children up to the age of 12, including preparation of meals, bathing, dressing and getting the children to and from school by the usual mode of transport.

**“illness”** means an illness or disease.

**“injury”** means an injury to the body caused by an accident.

**“monthly benefit”** means the actual amount payable to the Member each month during a claim in accordance with these Rules. The monthly benefit is payable monthly in arrears, and pro-rated for partial months using 30ths.

**“ordinary business”** means non-superannuation business.

**“partially disabled”** (and **“partial disability”**) means for:

- superannuation business or ordinary business; and
- where the Life Insured was gainfully employed at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:
  - working in their regular occupation at a reduced capacity or another occupation at a reduced capacity;
  - not totally disabled;
  - earning less than their pre-disability earnings; and
  - under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**“payments received from other sources”** means other non-PPS Mutual related:

- disability income insurance monthly payments; and
  - lump sum insurance payments, expressed monthly by dividing the lump sum by 60;
- but not including:
- regular income earned by the Life Insured by partially working up to 10 hours (up to 5 hours where the Life Insured has been working less than 20 hours per week in the 12 months prior to disability) if disability is assessed under the hours based definition;
  - any lump sum compensation for pain and suffering;
  - any lump sum for loss of use of part of the body;
  - a lump sum trauma or TPD benefit;
  - sick, long service or annual leave;
  - benefits at common law; or
  - superannuation payments (except payments of disability income benefits).

**“post-disability income”** means the regular income (expressed monthly) earned by the Life Insured during the month of disability in which the monthly benefit is being calculated for.

**“pre-disability income”** means:

- for cover type Indemnity, the highest average regular income (expressed monthly) earned by the Life Insured for any consecutive 12 month period in the 3 years prior to the disability date. If not gainfully employed, or on sabbatical, maternity, paternity or long service leave, it is based on the average regular income (expressed monthly) earned by the Life Insured in the 12 months prior to when that period of unemployment or leave commenced; or
- for cover type Agreed Value or Endorsed Agreed Value, the highest average regular income (expressed monthly) earned by the Life Insured for any consecutive 12 months between 1 year prior to the PPS Mutual Income Protection Insurance commencement date and the disability date; and

once on claim, the pre-disability income will be notionally increased by the rate of CPI at each claim anniversary.

**“qualifying period”** means the period of time that must elapse from the PPS Mutual Income Protection Insurance commencement date before a Member is eligible to claim a trauma benefit in respect of a Life Insured. The qualifying period is 90 days for those trauma events marked by an asterisk in the trauma event table, otherwise the qualifying period is 0 days. No trauma benefit is payable if the first trauma date of a trauma event occurred during the qualifying period.

The qualifying period also reapplies from the date of any reinstatement and from the date of any non-indexation increase, though only in respect of that increase.

**“regular income”** means:

- (a) if the Life Insured is self-employed or a working director, the Life Insured's share of the gross monthly income generated by the business or professional practice as a result of the Life Insured's personal physical exertion less his/her share of the eligible business expenses necessarily incurred in generating that income; or
- (b) if the Life Insured is not self-employed or a working director, the gross monthly income earned from his/her personal exertion by way of total remuneration package and includes salary, share of profits, regular overtime, superannuation contributions, commissions, bonus payments and any other fringe benefits or compensation.

In either case, regular income does not include income, which is not derived from the Life Insured's personal exertion or activities, such as interest or dividend payments.

**“regular occupation”** means the occupation that the Life Insured performs on a regular basis.

**“sum insured”** means the monthly dollar amount of the insurance cover provided to the Member for the PPS Mutual Income Protection Insurance as set out in the Certificate of Membership (as increased or reduced in accordance with the rules and these clauses).

**“superannuation business”** means superannuation legislation applies to how this cover will operate. This includes the superannuation rules around ownership, premiums, benefits allowed and benefits payable. Some benefits and features are not allowed under superannuation business, which if applicable, are stated in the Rules generally and these clauses specifically.

**“terminal illness”** (and **“terminally ill”**) means for:

Ordinary business, that:

- a medical practitioner certifies that the Life Insured suffers from an illness, or has incurred an injury, that is likely to result in the Life Insured's death within 12 months; and
- NobleOak agrees with that prognosis.

Superannuation business, that:

- two medical practitioners certifies, jointly or separately, that the Life Insured suffers from an illness, or have incurred an injury, that is likely to result in his/her death within 12 months of the date of certification;
- at least one of the medical practitioners is a specialist practising in an area related to the illness or injury; and
- for each of the certificates, the certification period has not ended.

NobleOak may ask the Member and/or the Life Insured to provide additional evidence that NobleOak requires in order to agree with the prognosis. This may include providing information through medical practitioners selected by NobleOak.

**“totally disabled”** (and **“total disability”**) means the Life Insured meets:

- either at least one of the following first three definitions,
- or if the Certificate of Membership shows that totally disabled – home duties applies, the fourth definition.

**(1) “totally disabled - duties based”** means for:

- superannuation business or ordinary business; and
- where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- unable to perform at least one or more of the important regular income producing duties of their regular occupation;
- not working in any gainful employment; and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(2) “totally disabled - hours based”** means for:

- ordinary business only; and
- where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- not working for more than 10 hours per week in their regular occupation and not working in any other gainful employment. (5 hours where working less than 20 hours per week in the previous 12 months);

- unable to perform the duties of their regular occupation for more than 10 hours per week (5 hours where working less than 20 hours per week in the previous 12 months); and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(3) “totally disabled – unemployed” (and “total disability – unemployed”)** means for:

- ordinary business only; and
- where the Life Insured was for a period longer than 12 months:
  - not gainfully employed;
  - on leave without pay; or
  - exercising the Career Break Choice Benefit in accordance with clause 5.15;

at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- unable to perform any occupation (whether paid or unpaid) for which he or she is reasonably suited by education, training or experience;
- not working in any occupation (whether paid or unpaid); and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(4) “totally disabled – home duties” (and “total disability – home duties”)** means for:

- ordinary business only; and
- where the Life Insured was engaged in home duties on a full-time basis; and
- at the time of the illness or injury,

that due solely to that illness or injury the Life Insured is:

- Unable to perform all of the home duties; and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**“TPD – any occupation”** means as a result of illness or injury;

- the Life Insured:
  - is absent from work and unable to work for 3 months; or
  - suffers a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication ‘Guides to the Evaluation of Permanent Impairment’ 6<sup>th</sup> Edition

and at the end of the 3 month period (where applicable) is unlikely to ever engage in any occupation reasonably suited by way of education, training or experience that would result in earnings of more than 25% of average monthly earnings during the 12 month period prior to disability; or

- as a result of illness or injury, the Life Insured has suffered:
  - loss of limbs;
  - loss of sight;
  - loss of independent existence; or
  - cognitive loss.

**“trauma date”** means in respect of a trauma event, the earliest of:

- the date that the trauma event was diagnosed by a medical practitioner;
- the date that the trauma event first became apparent to the Life Insured; and/or
- the date that symptoms of that trauma event were first observed by a medical practitioner or the Life Insured.

**“trauma event”** means an event listed and defined in the trauma event table attached as Schedule 5.1, under which the Life Insured is covered, subject to these Rules.

**“waiting period”** means that continuous period of time that a Life Insured remains disabled before a monthly benefit become payable. The waiting period starts on the disability date.

The waiting period will be 14 days, 30 days, 60 days, 90 days, 180 days, 1 year, 2 years or such other period that NobleOak may determine from time to time. The waiting period that applies to a Life Insured is shown in the Certificate of Membership for that Life Insured.

If at the time of disability, the total disability – home duties definition applies, then the minimum waiting period is 30 days.

## **2. BENEFIT NAME**

- 2.1 The insurance cover provided under this Benefit Appendix is to be known as “PPS Mutual Income Protection Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this insurance are set out in this Benefit Appendix.
- 2.3 This insurance may be provided as ordinary business or superannuation business. If it is provided as superannuation business, then some benefits may not apply and some restrictions may apply, as set out in this Appendix.

## **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual Income Protection Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:
  - (a) a PPS Mutual Member;
  - (b) gainfully employed for at least 20 hours per week for all total disability definitions except when total disability – home duties definition applies.
  - (c) no younger than 18 years of age; and
  - (d) no older than:
    - (i) 60 years of age; or
    - (ii) Such other age that NobleOak may determine from time to time.
- 3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Income Protection Insurance and the Certificate of Membership shows that PPS Mutual Income Protection Insurance has commenced and not yet terminated for a Life Insured.

## **4. SPLITTING**

- 4.1 PPS Mutual Income Protection Insurance can be provided as stand-alone cover being ordinary business or superannuation business or as split cover, being both ordinary and superannuation business.
- 4.2 If PPS Mutual Income Protection Insurance is stand-alone, then a claim that becomes payable under this PPS Mutual Income Protection Insurance benefit has no effect on any other claim by the Member.



4.3 If split cover applies, then:

- two PPS Mutual Income Protection Insurance benefits will be set up for that Life Insured and:
  - two different Members will own the PPS Mutual Income Protection Insurance benefits, being:
    - a superannuation trustee for the superannuation business PPS Mutual Income Protection Insurance, which only allows the totally disabled - duties based definition and cover type Indemnity to ensure it meets the SIS Act condition of release requirements, and
    - a person or company for the ordinary business PPS Mutual Income Protection Insurance, which allows any of the disability definitions and any cover type to be used; and
  - the sums insured for each PPS Mutual Income Protection Insurance benefit must always remain the same, through any increases (indexation or otherwise) and any decreases; and
- any claim under the PPS Mutual Income Protection Insurance will first be assessed under the superannuation business PPS Mutual Income Protection Insurance benefit, and if that claim fails to meet the definition, it will then be assessed under the ordinary business PPS Mutual Income Protection Insurance definition. A claim can only be paid from either the superannuation business PPS Mutual Income Protection Insurance or the ordinary business PPS Mutual Income Protection Insurance, but not both at the same time.

4.4 If splitting applies to the PPS Mutual Income Protection Insurance, it will be shown on the Certificate of Membership for that Life Insured. Premiums for the cover will be split to reflect the proportionate risks of each benefit.

## 5 BENEFITS

5.0.1 Table A below summarises the included benefits and optional benefits depending on whether PPS Mutual Income Protection Insurance is within superannuation business or ordinary business. Details of each benefit are set out in the clauses below.

5.0.2 Subject to any constraints under SIS legislation, superannuation business may be converted to ordinary business or vice versa, providing no claim under this PPS Mutual Income Protection Benefit is current, or has been submitted to NobleOak or is imminently likely to be submitted to NobleOak.

5.0.3 Unless otherwise stated in these rules and clauses and the exceptions below, NobleOak will only pay for one benefit at a time, being the one that provides the highest payment. The exceptions are:

- Rehabilitation Expenses Benefit
- Rehabilitation Return to Work Benefit
- Home Care Benefit

<b>Table A</b>	
<b>Superannuation Business</b> <i>(Benefits are subject to any constraints under SIS legislation)</i>	<b>Ordinary Business</b>
Disability definition: Duties based	Disability definitions: Duties based, Hours based, Unemployed or Home duties
Cover type: Indemnity	Cover types: Indemnity, Agreed Value or Endorsed Agreed Value
<b>Benefits</b>	<b>Benefits</b>
Total Disability Benefit	Total Disability Benefit (HD)
Partial Disability Benefit	Partial Disability Benefit

<b>Table A</b>	
Indexation Benefit	Indexation Benefit (HD)
Working During Waiting Period Benefit	Working During Waiting Period Benefit
2 Year Waiting Period Benefit	2 year waiting period Flexibility
Relapse Benefit	Relapse Benefit (HD)
Waiver of Premium Benefit	Waiver of Premium Benefit (HD)
Future Increase Benefit	Future Increase Benefit
Suspending Insurance Benefit	Suspending Insurance Benefit
Death Benefit	Death Benefit (HD)
	Rehabilitation Expenses Benefit
	Rehabilitation Return to Work Benefit
	Extended Insurance Benefit
	Elective Surgery Benefit
	Career Break Benefit
	Medical Professionals Benefit
	Caring for your Child Benefit
	Agreed Value Premium Saver Benefit <i>(for cover types Agreed Value and Endorsed Agreed Value only)</i>
<b>Optional Benefits</b>	<b>Optional Benefits</b>
Superannuation Contribution Option	Superannuation Contribution Option
Increasing Claim Option	Increasing Claim Option (HD)
TPD Commutation Option	TPD Commutation Option
Day 1 Accident Option	Day 1 Accident Option (HD)
	Extras Package Option, which covers (HD): <ul style="list-style-type: none"> <li>• Specific Injuries Benefit (HD)</li> <li>• Trauma Benefit (HD)</li> <li>• Bed Confinement Benefit</li> <li>• Overseas Assistance Benefit</li> <li>• Family Support Benefit</li> <li>• Home Care Benefit</li> <li>• Child Care Benefit</li> </ul>

(HD) – Only these benefits apply if the total disability – home duties definition applies.

## 5.1 Total Disability Benefit

5.1.1 NobleOak will pay a total disability monthly benefit where:

- the illness or injury causing the disability occurred while the Life Insured is covered for PPS Mutual Income Protection Insurance; and
- the Life Insured remains disabled for at least the duration of the waiting period and is totally disabled thereafter.

5.1.2 **All claims except when total disability - home duties applies:**

If the Life Insured is totally disabled and the cover type is shown as:

- (a) Indemnity, then the monthly benefit will be the lower of:
- the sum insured (including any increases/decreases since the PPS Mutual Income Protection Insurance commencement date); and
  - the monthly amount determined from Table B, obtained by multiplying the pre-disability income by the applicable maximum percentage, but subject to the maximum monthly benefit,
- reduced by any offsets;
- (b) Agreed Value, then the monthly benefit will be the lower of:

- the sum insured (including any increases/decreases since the PPS Mutual Income Protection Insurance commencement date); and
- if the life insured did not provide adequate financial evidence to support the sum insured at the time of application and cannot provide this evidence at time of claim then the monthly amount determined from Table B, obtained by multiplying the pre-disability income by the applicable maximum percentage, but subject to the maximum monthly benefit,

reduced by any offsets; or

- (c) Endorsed Agreed Value, then the monthly benefit will be the sum insured (including any increases/decreases since the PPS Mutual Income Protection Insurance commencement date), reduced by any offsets.

**All claims when total disability – home duties applies:**

The monthly benefit will be the sum insured (including any increases/decreases since the PPS Mutual Income Protection Insurance commencement date), reduced by any payments received from other sources.

- 5.1.3 The minimum sum insured that NobleOak may provide at the PPS Mutual Income Protection Insurance commencement date on an individual Life Insured is:

- \$4,000;
- \$1,000 if the total disability – home duties definition applies; or
- such other amount that NobleOak may determine from time to time.

- 5.1.4 The maximum sum insured that NobleOak may provide at the PPS Mutual Income Protection Insurance commencement date on an individual Life Insured is:

- dependent on the Life Insured's regular income at the PPS Mutual Income Protection Insurance commencement date, as determined from Table B by multiplying the regular income by the applicable maximum percentage; or
- \$5,000 if the total disability – home duties definition applies; but subject to such other amounts that NobleOak may determine from time to time including the maximum monthly benefit in Table B.

- 5.1.5 Offsets will apply to reduce the monthly benefit in respect of payments received from other sources, but only:

- when the payments received from other sources exceed 10% of the Life Insured's pre-disability income; and/or
- if NobleOak has not expressly agreed not to apply a reduction;

to the extent that the monthly benefit plus payments received from other sources do not exceed the monthly amount determined from Table B obtained by multiplying the pre-disability income by the applicable maximum percentage.

- 5.1.6 The applicable monthly benefit for total disability or partial disability will start from the end of the waiting period, and be paid monthly in arrears. Part months will be paid at the rate of 1/30<sup>th</sup> of the monthly benefit for each day of disablement.

- 5.1.7 The total disability monthly benefit will continue for the period of total disability (or periods of total disability if alternating with partial disability) until the earliest of:

- the Life Insured ceases to be totally disabled;
- the Life Insured becomes partially disabled;
- the expiry of the benefit period;
- the expiry age; and
- the death of the Life Insured.

5.1.8 Once a monthly benefit has started to accrue for a Life Insured, clauses 5.1 and 5.2 will continue to operate, accrue and pay a monthly benefit should the Life Insured alternate between total disability and partial disability, and the amount paid be calculated pro rata to the days spent being totally disabled or partially disabled.

<b>Table B</b>		
<b>Regular Income or Pre-Disability Income</b> per month (Equivalent amount per annum in brackets)	<b>Maximum Percentage of Regular Income or Pre-Disability Income</b>	<b>Maximum Monthly Benefit</b> (Before Indexation and subject to any constraints under SIS legislation)
Up to \$26,666 per month (\$320,000 per annum)	75%	\$20,000 per month
Between \$26,666 and \$46,666 per month (Between \$320,000 and \$560,000 per annum)	75% of the first \$26,666 per month (\$320,000 per annum) plus 50% of the balance	\$20,000 per month plus 50% of regular income or pre-disability income exceeding \$26,666 per month up to \$30,000 per month
In excess of \$46,666 per month (In excess of \$560,000 per annum)	75% of the first \$26,666 per month (\$320,000 per annum) plus 50% of the next \$20,000 per month (\$240,000 per annum) plus 20% of the balance	\$30,000 per month plus 20% of regular income or pre-disability income exceeding \$46,666 per month up to a maximum permitted benefit of \$60,000 per month or such other amount that NobleOak may determine from time to time.  Any monthly benefit in excess of \$30,000 (or such other amount that NobleOak may determine from time to time) is limited to a 2 year benefit period.

## 5.2 Partial Disability Benefit

5.2.1 NobleOak will pay a partial disability monthly benefit where:

- the illness or injury causing the disability occurred while the Life Insured is covered for PPS Mutual Income Protection Insurance; and
- the Life Insured remains disabled for at least the duration of the waiting period and is partially disabled thereafter.

5.2.2 If the Life Insured is partially disabled, the monthly benefit will be reduced from the amount that would have been payable under total disability in proportion to the reduction from pre-disability income to post-disability income, as determined from Table C, reduced by any offsets.

Regardless of the cover type, financial evidence will be required to determine the partial disability benefit payable.

5.2.2 The applicable monthly benefit for total disability or partial disability will start from the end of the waiting period, and be paid monthly in arrears. Part months will be paid at the rate of 1/30<sup>th</sup> of the monthly benefit for each day of disablement

5.2.3 The monthly benefit for the partial disability will continue for the period of partial disability (or periods of partial disability if alternating with total disability) until the earliest of:

- the Life Insured ceases to be partially disabled;
- the Life Insured becomes totally disabled;

- the expiry of the benefit period;
- the expiry age; and
- the death of the Life Insured.

5.2.4 Offsets will apply to reduce the monthly benefit in respect of payments received from other sources, but only:

- when the payments received from other sources exceed 10% of the Life Insured's pre-disability income, and/or
  - if NobleOak has not expressly agreed not to apply a reduction;
- to the extent that the monthly benefit plus post-disability income plus payments received from other sources do not exceed 100% of the pre-disability income.

5.2.5 This benefit is not available when the total disability – home duties definition applies.

<b>Table C</b>			
Monthly benefit for partial disability	=	$\frac{\text{Pre-disability income} - \text{Post-disability income}}{\text{Pre-disability income}}$	x Monthly benefit for total disability

### 5.3 Indexation Benefit

The sum insured will be automatically increased each year in accordance with the indexation terms in rule 26, except when the Life Insured is disabled and receiving a monthly benefit at the date of an indexation increase, in which case no indexation will apply on that date.

### 5.4 Working During Waiting Period Benefit

5.4.1 If the waiting period for a Life Insured is:

- 30 days or less, then the Life Insured can return to work for up to 5 consecutive days during the waiting period; or
- more than 30 days, then the Life Insured can return to work for up to 10 consecutive days,

without having to start the waiting period again. The days worked will not be added to the end of the waiting period.

5.4.2 This benefit is not available when the total disability – home duties definition applies.

### 5.5 2 Year Waiting Period Flexibility Benefit

5.5.1 If for a Life Insured:

- the waiting period is 2 years;
- the benefit period is to age 65 or 70;
- the PPS Mutual Income Protection Insurance benefit was obtained to complement an existing group income protection/salary continuance policy with a 2 year benefit period; and
- that existing group income protection/salary continuance policy ceased for a reason other than a claim and that Life Insured is not subsequently covered under a continuation option for that group scheme,

then the waiting period for that Life Insured may be reduced to 1 year, 180 days or 90 days without NobleOak requiring further medical evidence. This is provided the request for the reduction to the waiting period is in writing to NobleOak within 30 days of that group cover ceasing and includes statements supporting these terms.

- 5.5.2 The ongoing premium will be adjusted to reflect the premium rates that apply in respect of that reduced waiting period.
- 5.5.3 This benefit is not available when the total disability – unemployed or home duties definition applies.

## **5.6 Relapse Benefit**

### **5.6.1 All claims except when total disability - home duties applies:**

If a Life Insured returns to full-time work after having received a total disability benefit or partial disability benefit, and then relapses with the same or related illness or injury within a number of months of returning to full-time work, the waiting period will be waived and the disability will be treated as a continuation of the original claim.

### **All claims when total disability – home duties applies:**

If a Life Insured ceases to be disabled after having received a total disability benefit and then relapses with the same or related illness or injury within 6 months, the waiting period will be waived and the disability will be treated as a continuation of the original claim.

- 5.6.2 The periods of time on claim will be added together to determine when the benefit period expires. Once the monthly benefits have been paid for the entire benefit period for an illness or injury or a related illness or injury, then no further claim for that same or related illness or injury will be admitted.
- 5.6.2 If the benefit period for a life insured is
- 2 years or 5 years, then the number of months is 6 months,
  - to age 65 or to age 70, and the Life Insured is older than 65, then the number of months is 6 months, or
  - to age 65 or to age 70, and the Life Insured is 65 or younger, then the number of months is 12 months.
- 5.6.4 If the relapse occurs after that number of months, then the claim will be treated as a new claim and the waiting periods will recommence.

## **5.7 Waiver of Premium Benefit**

- 5.7.1 Once a claim for total disability or partial disability has started for a Life Insured, then:
- premiums due for this PPS Mutual Income Protection Insurance benefit will be waived for as long as the disability continues, including pro-rata waivers for any applicable monthly premiums or annual premiums; and
  - premiums and/or pro-rata premiums paid during the waiting period will be refunded.
- 5.7.2 Within this clause, any premiums that are due to be waived, may alternatively be refunded.
- 5.7.3 Profit-share will accrue to the PPS Mutual Profit-Share Plan linked to this benefit during the period of total disability or partial disability.

## **5.8 Future Increase Benefit**

- 5.8.1 If a Life Insured's regular income increases, then subject to the conditions in this clause, the monthly benefit may be increased without NobleOak requiring further medical evidence.

The conditions are:

- the Life Insured must be employed or self-employed;
- the Life Insured must not yet have reached the anniversary date after turning age 55;
- the Life Insured must not be disabled;
- the Certificate of Membership for that Life Insured shows that no exclusions apply and no loadings exceeding 100% apply for the PPS Mutual Income Protection Insurance benefit;
- the minimum increase is \$250 per month;
- the maximum increase per year across all PPS Mutual Income Protection Insurance benefits is 15% or \$2,000 per month whichever is lower;
- the maximum monthly benefit after the increase and including any indexation increase is limited by the Life Insured's regular income, as set out in Table B;
- the cumulative total of all increases sought under this benefit, must not exceed the original monthly benefit at the commencement of the PPS Mutual Income Protection Insurance benefit; and
- the increase must be requested in writing within 30 days of the anniversary date and be supported by evidence of the Life Insured's current work and regular income.

5.8.2 This benefit is not available when the total disability – home duties definition applies.

## **5.9 Suspending Insurance Benefit**

5.9.1 Where the PPS Mutual Income Protection Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Income Protection Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Income Protection Insurance due to:

- hardship; or
- unemployment, if this PPS Mutual Income Protection Insurance is held in superannuation business,

for one or more periods totaling up to 12 months.

5.9.2 In order for NobleOak to approve suspension, the Member must:

- a) notify NobleOak of a start date in writing from when suspension applies;
- b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
- c) acknowledge that premiums and cover will be suspended; and
- d) demonstrate financial hardship or unemployment to NobleOak's satisfaction.

5.9.3 At the end of the suspension period, NobleOak will automatically resume premium collections.

5.9.4 No benefits under this PPS Mutual Income Protection Insurance will be provided for the Life Insured's disability during the period(s) of suspended insurance or in respect to any event, illness or injury that occurs during the suspension and for 90 days after each suspension period ends.

5.9.5 Once the selected suspension period has expired, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Income Protection Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

5.9.6 No profit-share will accrue to the PPS Mutual Profit-Share Plan linked to this benefit during the suspended insurance period.

5.9.10 This benefit is not available when the total disability – home duties definition applies.

## **5.10 Rehabilitation Expenses Benefit**

- 5.10.1 While a Life Insured is totally disabled and receiving monthly benefits, NobleOak will also refund rehabilitation expenses, subject to:
- prior request to and approval from NobleOak in writing;
  - the rehabilitation costs being for equipment, vocational rehabilitation program or works that we agree are for the rehabilitation of the Life Insured;
  - a cumulative maximum refund of 12 times the monthly benefit over the life of the PPS Mutual Income Protection Insurance; and
  - any such refunds being payable monthly in arrears.
- 5.10.2 This benefit is not available under superannuation, nor when the total disability – home duties definition applies.

## **5.11 Rehabilitation Return to Work Benefit**

- 5.11.1 When a Life Insured:
- Has been totally disabled and received monthly benefits for at least 3 months;
  - Participated in a vocational rehabilitation program approved by us for a continuous 3 months; and
  - Returned to and remained continuously at work for at least 30 hours per week,
- then NobleOak will pay additional benefits as follows:
- after 1 month of continuous employment, an amount equal to 0.5 x monthly benefit;
  - after a further 2 months of continuous employment, a further amount of 1 x monthly benefit; and
  - after a further 3 months of continuous employment, a final amount equal to 1.5 x monthly benefit,
- to a cumulative total of 3 times the sum insured over the life of the PPS Mutual Income Protection Insurance.
- 5.11.2 This benefit is not available under superannuation, nor when the total disability – home duties definition applies.

## **5.12 Extended Insurance Benefit**

- 5.12.1 When a Life Insured:
- reaches age 65;
  - is not disabled; and
  - is working in a professional capacity for at least 20 hours per week and has been for the prior 6 consecutive months,
- then cover that would have expired at age 65 may be extended to age 70.
- 5.12.2 If this is required, then:
- the request must be in writing to NobleOak during the 30 days before the anniversary date after turning 65;
  - if level premiums had applied to age 65, then stepped rates will apply thereafter;
  - if the waiting period was longer than 30 days, it will be reset to 30 days;
  - the benefit period will be 1 year;
  - if the cover type is not Indemnity, it will be reset to Indemnity;
  - the expiry age will be reset to the earlier of:



- the anniversary date after turning age 70; and
  - the Life Insured ceasing gainful employment of at least 20 hours per week for 6 consecutive months;
  - if the sum insured is greater than \$30,000 then it will be reset to \$30,000; and
  - clause 5.2 regarding partial disability will not apply.
- 5.12.3 The ongoing premiums will be adjusted to reflect the premium rates that apply in respect of any changes from level rates to stepped rate, to any reset waiting period, to any reset benefit period, to any reset maximum monthly benefit, to any reset cover type, and subsequent increases to age.
- 5.12.4 This benefit is not available under superannuation, nor when the total disability – home duties definition applies.

### **5.13 Death Benefit**

- 5.13.1 If a Life Insured dies while covered for PPS Mutual Income Protection Insurance, a death benefit will be paid as a lump sum.
- 5.13.2 The death benefit is the lower of:
- six times the sum insured; and
  - \$60,000 across all PPS Mutual Income Protection Insurance benefits covering that Life Insured.

### **5.14 Elective Surgery Benefit**

- 5.14.1 If a Life Insured undertakes elective surgery having been covered for PPS Mutual Income Protection Insurance for at least 6 months and is totally or partially unable to work, the monthly benefit will be payable as if the Life Insured was totally disabled or partially disabled. The rules and clauses that apply to the benefits payable under the PPS Mutual Income Protection Insurance will apply as if the illness or injury that causes disability, instead related to the elective surgery.
- 5.14.2 Elective surgery for a Life Insured means:
- elective surgery performed on the advice of a medical practitioner;
  - an operation to improve his/her appearance as a result of a illness or injury; or
  - surgery to donate his/her body organ or bone marrow to another recipient.
- 5.14.3 If any increase to the sum insured has occurred in the 6 months prior to the elective surgery, then the monthly benefit will be determined based on the sum insured prior to that increase.
- 5.14.4 If PPS Mutual Income Protection Insurance has been reinstated in the 6 months prior to the elective surgery, then this benefit is not available.
- 5.14.5 This benefit is not available under superannuation, nor when the total disability – home duties definition applies.

### **5.15 Career Break Benefit**

- 5.15.1 If a Life Insured chooses to take a career break from full-time gainful employment, then:
- reduced cover for the PPS Mutual Income Protection Insurance can remain in place while on the career break; and
  - full cover can be reinstated up to 5 years later without providing medical evidence to NobleOak.

- 5.15.2 If a career break is required,
- the career break request together with the choice of cover from \$1,000 up to \$5,000 sum insured per month must be in writing to NobleOak; and
    - either the subsequent reinstatement request within 5 years, together with satisfactory evidence of the Life Insured's new employment and regular monthly income must be provided in writing to NobleOak between 3 months and 12 months after full-time gainful employment has recommenced; or
    - otherwise, if a reinstatement request is not received with 5 years, the reduced cover will stay in place, and any subsequent request to increase will be subject to NobleOak's normal evidence requirements at that time.
- 5.15.3 No minimum premium will apply while the reduced cover is in place. The premium payable will be adjusted to reflect the reduced sum insured while on the career break, and then adjusted again once reinstated.
- 5.15.4 This benefit is not available under superannuation, nor when the total disability – home duties definition applies.

## 5.16 Medical Professionals Benefit

- 5.16.1 If the Life Insured is a medical practitioner and he/she contracts an infection, then professional guidelines may restrict his/her subsequent occupational duties.
- 5.16.2 NobleOak will treat such a restriction on the Life Insured as sufficient to meet the condition that he/she is unable to perform at least one or more of the important regular income producing duties of his/her occupation, subject to all the terms in this clause 5.16.
- 5.16.3 The **conditions** are:
- the occupation class shown on the Certificate of Membership for the Life Insured is Medical Professional;
  - while covered for PPS Mutual Income Protection Insurance, the Life Insured suffers an infection as a result of an accident;
  - the Member reports the accident to NobleOak within 7 days of that accident and the report is supported by negative test results of that infection taken during those 7 days;
  - the Member subsequently reports positive test results of that infection within 6 months of the accident;
  - if requested, NobleOak is given access to test all the blood samples used for the negative and positive test results;
  - at the time of the infection, exposure prone procedures, as defined by the relevant professional governing body, are at least one of the duties of the Life Insured's usual occupation necessary to produce regular income; and
  - due to the Life Insured's infection, the Life Insured is required to cease performing exposure prone procedures as a result of the guidelines of the professional governing body in their State;

where the following terms are defined:

**“infection”** means the bodily invasion of one (or more) of the:

- HIV;
- Hepatitis B virus; or
- Hepatitis C virus.

**“positive test results”** means the confirmed production and detection (sero-conversion) of:

- HIV antibodies, by way of a positive HIV antibody test;

- Hepatitis B surface antigen or HBV DNA, by way of a positive Hepatitis B antigen or HBV DNA test; or
- Hepatitis C antibodies, by way of a positive Hepatitis C antibody test.

#### 5.16.4 Exclusions

NobleOak will not pay this Medical Professionals Benefit if the Life Insured's infection is a direct or indirect result of, or related to:

- any non-occupational event, including but not limited to sexual activity, intravenous drug use and tattooing;
- an accident occurring or a current claim continuing after a cure date in respect of that infection, where cure date means a vaccine or treatment has been developed and approved on a certain date, which when applied thereafter renders that infection inactive, non-infectious and therefore cured; and
- not taking an approved vaccine prior to the accident that was recommended by the relevant authority for use by the Life Insured in performing their occupation, so as to prevent such an infection.

5.16.5 The other terms, conditions and components of the total disability benefit and partial disability benefit as applicable, also apply and must also be satisfied in order for a claim to be admitted, continued or terminated.

5.16.6 This medical professionals benefit is not available under superannuation, nor when the total disability – home duties definition applies.

### 5.17 Caring for your Child Benefit

5.17.1 If the Life Insured needs to stop working in order to care for a dependent child that has become incapacitated, then NobleOak will pay a monthly benefit.

5.17.2 In order to pay a monthly benefit,

- the request together with evidence of the child's dependency and incapacity must be in writing to NobleOak; and
- the Life Insured must cease full-time employment to provide full-time care for the dependent child.

5.17.3 The monthly benefit will start once the Life Insured has stopped working, with no waiting period applying. The monthly benefit will be paid monthly in arrears (part months will be paid at the rate of 1/30<sup>th</sup> of the monthly benefit for each day of partial disablement) until the earlier of:

- the Life Insured returns to full-time employment;
- the Life Insured's dependent child no longer needs full-time care;
- the Life Insured or dependent child dies; and
- NobleOak has made 6 monthly benefit payments.

5.17.4 For the purpose of this Caring for your Child Benefit:

**“incapacitated” (and “incapacity”)** means that the dependent child must need full-time care and supervision by another person because of an illness or injury that is expected to continue beyond 12 months. This must be confirmed by a medical practitioner who is treating the dependent child and agreed by our Chief Medical Officer; and

**“dependent child”** means a child (whether by birth, step, adoption, grand or legal guardianship) of the Member.

#### 5.17.5 Exclusions for this benefit

We will not pay this benefit if:

- the Life Insured leaves full-time employment to provide full-time care for someone other than the dependent child;
- the dependent child's condition was present at birth unless:
  - the dependent child was born after the PPS Mutual Income Protection Insurance commencement date;
  - the condition that caused the incapacity is not known to be hereditary; and
  - neither parent received counseling or medical advice in relation to this condition before the birth of the dependent child; and
- the symptoms first arose before the PPS Mutual Income Protection Insurance commencement date unless:
  - treatment for the condition that caused the incapacity had been completed;
  - the dependent child had been discharged from follow-up for the condition; and
  - the dependent child had not consulted any medical practitioner or received further treatment or advice for the condition within the 5 years prior to this incapacity.

5.17.6 This benefit is not available under superannuation nor when the total disability – home duties definition applies.

#### 5.18 Agreed Value Premium Saver Benefit (for Agreed Value and Endorsed Agreed Value)

5.18.1 When cover type is Agreed Value or Endorsed Agreed Value, then if a Member provides financial evidence to NobleOak in respect of a Life Insured which is accepted by NobleOak as supporting the sum insured provided under this PPS Mutual Income Protection Insurance for that Life Insured, then a premium discount applies for the period of time as determined by this clause 5.18.

5.18.2 The Member can submit financial evidence to NobleOak at the PPS Mutual Income Protection Insurance commencement date and/or resubmit financial evidence at any time thereafter.

5.18.3 The premium discount referred to in this clause 5.18 will be 10% or such other amount as decided by NobleOak from time to time.

5.18.4 Upon submission of financial evidence to NobleOak, then one of the following three outcomes will apply:

- (a) If NobleOak's assessment of the financial evidence justifies the current sum insured, then:
  - the sum insured continues, as adjusted for indexation;
  - the cover type remains or becomes Endorsed Agreed Value;
  - a new discount end date will be calculated, being the anniversary date closest to 3 years after the date that the financial evidence is accepted by NobleOak, which will be updated in the Certificate of Membership to state "Discounted Premiums apply until dd/mm/yyyy"; and
  - the premium discount continues to apply.
- (b) If NobleOak's assessment of the financial evidence justifies a higher sum insured, then:
  - the cover type remains or becomes Endorsed Agreed Value;
  - a new discount end date will be calculated, being the anniversary date closest to 3 years after the date that the financial evidence is accepted

by NobleOak, which will be updated in the Certificate of Membership to state “Discounted Premiums apply until dd/mm/yyyy”; and

- the premium discount continues to apply; and either
    - by default the sum insured continues, as adjusted by indexation; or
    - alternatively the Member may request NobleOak to increase the sum insured up to the new financially justified amount, without the need for further medical underwriting but subject to the conditions in clause 5.8;
- (c) If NobleOak’s assessment of the financial evidence justifies a lower sum insured, then:
- by default;
    - the sum insured continues, as adjusted for indexation;
    - the cover type continues unchanged;
    - the Certificate of Membership will be amended to remove the statement that “Discounted Premiums until dd/mm/yyyy”;
    - the premium discount will cease to apply;
  - or alternatively, the Member has the option of requesting NobleOak to:
    - either maintain the cover type as Agreed Value or Endorsed Agreed Value and reduce the sum insured to the amount justified by NobleOak’s assessment of the financial evidence, in which case:
      - a new discount end date will be calculated, being the anniversary date closest to 3 years after the date that the financial evidence is accepted by NobleOak, which will be updated in the Certificate of Membership to state “Discounted Premiums apply until dd/mm/yyyy”;
      - the premium discount continues to apply; and
      - premiums will be continued to be calculated according to the Agreed Value premium rates,
    - or the Member may switch the cover type to Indemnity, and reduce the sum insured to the amount justified by NobleOak’s assessment of the financial evidence, in which case:
      - the premium discount will no longer apply; however
      - premiums will thereafter be calculated according to the lower Indemnity premium rates.

5.18.5 If financial evidence to support the sum insured is not received by NobleOak by the discount end date, then:

- the existing sum insured continues, as adjusted for indexation;
- the existing cover type continues unchanged;
- if the Certificate of Membership shows that “Discounted premium applies until dd/mm/yyyy”, then this will be removed; and
- the premium discount (if applying) ceases from that discount end date.

5.18.6 This benefit is not available under superannuation, nor when cover type is Indemnity, nor when the total disability – home duties definition applies.

## **6 OPTIONAL BENEFITS**

### **6.1 Superannuation Contribution Option**

- 6.1.1 The Member is only covered for this Superannuation Contribution Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, in which case this clause 6.1 applies.
- 6.1.2 If the Superannuation Contribution applies to a Life Insured, then the amount of sum insured under the PPS Mutual Income Protection Insurance benefit will be increased above the limits determined in accordance Table B by an additional amount as requested by the Member to a maximum, being the lower of:
- 100% of the super contributions made by the life insured or their employer in the 12 months preceding the commencement date (expressed monthly); and
  - 15% of regular income,
- to an overall maximum sum insured not exceeding \$60,000 per month.
- 6.1.3 The additional amount by which the sum insured is increased by under clause 6.1.2, will be subject to the same premium rate, plus any loadings and/or exclusions as applied to the sum insured for that Life Insured.
- 6.1.4 The additional amount provided under this Superannuation Contribution Option will upon total disability of the Life Insured and commencement of monthly benefit payments, be paid by NobleOak directly to the Life Insured's nominated complying super fund.
- The additional amount actually paid during the first year of disablement will be the lower of:
- the additional amount insured under this Superannuation Contribution Option; and
  - the average monthly super contributions made by the Life Insured or his/her employer in the 12 months preceding the claim,
- and will be increased thereafter in accordance with the Increasing Claim Benefit Option (if applicable).
- 6.1.5 This optional benefit is available under ordinary business or superannuation business but not when the total disability – home duties definition applies.

### **6.2 Increasing Claim Option**

- 6.2.1 The Member is only covered for this Increasing Claim Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured.
- 6.2.2 If the Increasing Claim Option applies to a Life Insured, then the sum insured and the amount of monthly benefit that is payable while disabled will increase on each anniversary of the disablement date by the CPI. This increase replaces the automatic indexation increase in rule 26 during the period of disability.
- 6.2.3 This optional benefit is available under ordinary business or superannuation business.

### **6.3 TPD Commutation Option**

- 6.3.1 The Member is only covered for this TPD Commutation Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured.
- This option is only available for benefit periods to age 65 or to age 70 and is not available for occupation classes D and E.

Occupation class D means those occupations that meet the following characteristics;

- They are performed by tradespeople that have acquired a formal qualification to perform that trade;
- They involve manual labour, that represents a significant, but not all of their working hours; and
- They exhibit an insurance risk of disablement similar to bakers, gasfitters, electricians, motor mechanics, printers, sign-writers and greengrocers.

Occupation class E means those occupations that meet the following characteristics;

- They are performed by tradespeople that may or may not have acquired a formal qualification to perform that trade;
- They involve manual labour, that represents most or all of their working hours; and
- They exhibit an insurance risk of disablement similar to truck drivers, bricklayers, boilermakers and welders.

6.3.2 If the TPD Commutation Option applies to a Life Insured and:

- the Life Insured has become totally disabled;
- total disability monthly benefits have commenced for that Life Insured, have been paid for at least 24 continuous months and are continuing; and
- in NobleOak's opinion, the Life Insured's disability is considered to:
  - meet the definition for "TPD any occupation"; but
  - not meet the definition for "terminal illness" or likely to be life-threatening;

then we will offer to commute the future monthly payments for that Life Insured into a lump sum payment.

The Member has no obligation to accept the offer.

6.3.3 The amount of lump sum that we will offer is the lower of:

- Twelve times the Multiple times the monthly benefit, where the Multiple is determined from Table D according to age at the date of the offer and the benefit period applicable to that Life Insured; and
- \$5 million, or such other amount that NobleOak decides from time to time.

6.3.4 If the Member accepts our offer:

- we will pay the lump sum without undue delay;
- no further monthly benefits will be paid in respect of that Life Insured; and
- all remaining cover under the PPS Mutual Income Protection Insurance for that Life Insured terminates.

<b>Table D</b>		
<b>Age at Date of Commutation</b>	<b>Multiple Where the benefit period is to age 65</b>	<b>Multiple Where the benefit period is to age 70</b>
39 or less	15	16
40 to 43	13	14
44 to 48	11	12
49 to 54	9	11
55 to 59	65 – Age – 1	9
60 to 64	65 – Age – 1	70 – Age – 1
65 to 69	N/A	70 – Age – 1

6.3.5 This optional benefit is not available when the total disability – home duties definition applies.

## 6.4 Day 1 Accident Option

- 6.4.1 The Member is only covered for this Day 1 Accident Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured, and if the waiting period for a Life Insured is 90 days or less.
- 6.4.2 If the Day 1 Accident Option applies to a Life Insured and the Life Insured is totally disabled as a result of an injury (or injuries) for a period of at least 3 consecutive days, from the day the Life Insured first sought medical advice for the injury, we will pay 1/30th of the monthly benefit for each day the Life Insured is totally disabled during the waiting period.
- 6.4.3 This benefit will accrue from the first day that the Life Insured is totally disabled and will continue until the earlier of:
- the end of the waiting period; and
  - the Life Insured no longer being totally disabled.
- 6.4.4 This Day 1 Accident Benefit will not be paid if we are paying one or more of the:
- Bed Confinement Benefit;
  - Specific Injuries Benefit; or
  - Trauma Benefit,
- for the same period of disability.
- 6.4.5 This optional benefit is not available under superannuation.

## 6.5 Extra Package Option

- 6.5.1 The Member is only covered for this Extra Package Option in respect of a Life Insured, if so stated on a Certificate of Membership for that Life Insured and if the waiting period for a Life Insured is 90 days or less.
- 6.5.2 If the total disability – home duties definition applies, then this Extra Package Option provides the Specific Injuries Benefit and Trauma Benefit only.
- 6.5.3 If the Extra Package Option applies to a Life Insured, then the following benefits may be available and payable while the Life Insured is covered for the PPS Mutual Income Protection Insurance.
- If the Life Insured is entitled to more than one benefit at the same time, then only one shall be payable, being the benefit that produces the highest benefit.

### 6.5.4 Specific Injuries Benefit

- 6.5.4.1 If the Life Insured suffers a specified injury, NobleOak will pay the monthly benefit for a specified period, regardless of whether the Life Insured is working or not and irrespective of the waiting period.
- The specified injuries covered and their respective specified periods are listed in Table E.
- Evidence of the specified injury will need to be submitted to NobleOak for its acceptance before this benefit is paid.
- 6.5.4.2 The Member may request NobleOak to alternatively pay this Specified Injuries Benefit as a lump sum instead of by monthly amounts.
- 6.5.4.3 If the Life Insured meets the conditions for being disabled, then any monthly benefit payable thereafter will be determined and commence on the later of:



- the end of the waiting period; and
- the end of the applicable specified period.

6.5.4.4 If this benefit is payable, then no benefit can also be payable under the:

- Bed Confinement Benefit;
- Trauma Benefit; or
- Day 1 Accident Benefit.

<b>Table E</b>		
	<b>Specified Injury</b>	<b>Specified Period in months</b>
Paralysis		60*
Total and permanent loss of use of any two of: <ul style="list-style-type: none"> <li>• Hand (from the wrist);</li> <li>• Foot (from the ankle); or</li> <li>• Sight in one eye.</li> </ul>		24
Total and permanent loss of use of either one of: <ul style="list-style-type: none"> <li>• Arm; or</li> <li>• Leg.</li> </ul>		18
Total and permanent loss of use of any one of: <ul style="list-style-type: none"> <li>• Hand (from the wrist);</li> <li>• Foot (from the ankle); or</li> <li>• Sight in one eye.</li> </ul>		12
Total and permanent loss of use of the thumb and index finger on the same hand at or above the first joint.		6
Fracture of one of the listed bones requiring the application of a plaster, pin or other immobilizing device	Spine NOT resulting in paralysis	3
	Thigh	3
	Pelvis	3
	Skull	2
	Upper arm	2
	Shoulder bone	2
	Jaw	2
	Leg (excluding ankle)	2
	Kneecap	2
	Forearm (including wrist)	1
	Collarbone	1
Ankle	1	

\* Only 24 months for 2 year benefit period

### 6.5.5 Trauma Benefit

6.5.5.1 If the Life Insured suffers one of the listed trauma events, and the trauma date for that trauma event occurs after any applicable qualifying period associated with that trauma event, and before:

- the anniversary date after turning age 65, if the benefit period is to age 65 or less; or
- the anniversary date after turning age 70, if the benefit period is to age 70 or the Extended Insurance Benefit has been requested and accepted by NobleOak; then

NobleOak will pay the monthly benefit for 6 months, regardless of whether the Life Insured is working or not and irrespective of the waiting period.

The Trauma Benefit may be claimed multiple times in respect of a Life Insured, but only once for each trauma event.

The list of trauma events, their definitions and their qualifying period is set out in Schedule 5.1.

Evidence of the trauma event meeting the respective definition will need to be submitted to NobleOak for their acceptance before this benefit is paid.

6.5.5.2 The Member may request NobleOak to alternatively pay this Trauma Benefit as a lump sum instead of by monthly amounts.

6.5.5.3 If the Life Insured meets the conditions for being disabled, then any monthly benefit payable thereafter will be determined and commence on the later of the:

- expiration of the waiting period; and
- expiration of 6 months from the trauma date.

6.5.5.4 If this benefit is payable, then no benefit can also be payable under the:

- Bed Confinement Benefit;
- Specific Injuries Benefit; or
- Day 1 Accident Benefit.

#### 6.5.6 **Bed Confinement Benefit**

6.5.6.1 If the Life Insured is totally disabled and confined to bed for a period of at least 3 consecutive days during the waiting period, and a medical practitioner certifies that the continuous care of a registered nurse is required, NobleOak will pay 1/30th of the monthly benefit for each day the Life Insured is totally disabled.

6.5.6.2 This benefit will accrue from the first day that the Life Insured is confined to bed and will continue until the earlier of:

- 90 days;
- the end of the waiting period; and
- the Life Insured no longer being confined to bed.

6.5.6.3 This Bed Confinement Benefit will not be paid if we are paying one or more of the:

- Day 1 Accident Benefit;
- Specific Injuries Benefit; or
- Trauma Benefit,

for the same period of disability.

#### 6.5.7 **Overseas Assistance Benefit**

If the Life Insured becomes totally disabled for at least 1 month while outside Australia and decides to return while still totally disabled to Australia due to the disability, NobleOak will reimburse the costs of the travel arrangements, subject to:

- the return one-way airfare is for economy or business class by the most direct route;
- original receipts for all costs that are claimed for reimbursement are submitted to NobleOak;
- the maximum that may be claimed is 3 times the sum insured;
- any other amounts received by the Life Insured for their return travel arrangements (such as by travel insurance) are deducted; and
- only one Overseas Assistance Benefit is paid per 24 months.

#### 6.5.8 Family Support Benefit

If the Life Insured becomes totally disabled and remains totally disabled for at least the duration of the waiting period, and because of the disability is dependent on an immediate family member as a carer for essential everyday home care (excluding a nurse or similar service) and this causes the carer to reduce or stop his/her working hours, which results in a reduction to the carer's income, then NobleOak will pay for the carer's lost income, subject to:

- evidence for the carer's lost income is submitted and is satisfactory to NobleOak;
- the payment for the carer's lost income is paid monthly in arrears from the end of the waiting period until the Life Insured ceases to be totally disabled to a maximum of 90 days; and
- the amount paid being the lower of the carer's lost income and 50% of the sum insured.

This benefit will not be paid if a Home Care Benefit is being paid.

#### 6.5.9 Home Care Benefit

If the Life Insured becomes totally disabled and confined to bed for at least the duration of the waiting period and is dependent on a paid professional carer for essential everyday home care (excluding a nurse or similar service), then NobleOak will pay the carer's costs, subject to:

- evidence for the carer's costs is submitted and is satisfactory to NobleOak;
- a maximum payment being the lessor of \$150 or 1/30<sup>th</sup> of the sum insured per day of being confined to bed; and
- is payable from the end of the waiting period until the Life Insured ceases to be confined to bed to a maximum period of 180 days.

This benefit will not be paid if a Family Support Benefit is being paid.

#### 6.5.10 Child Care Benefit

If the Life Insured becomes totally disabled and remains totally disabled for at least the duration of the waiting period, and as a result requires additional child care assistance, NobleOak will make a contribution towards the monthly costs of child care fees incurred that cannot be recovered from another source.

The contribution is subject to:

- evidence for the child care costs is submitted to and approved by NobleOak;
- such costs are additional costs incurred as a result of the Life Insured's total disability, not any child care costs that were already in place prior to the total disability;
- a maximum contribution being the lessor of \$1000 per month and 5% of the sum insured; and
- is payable from the end of the waiting period until the Life Insured ceases to be totally disabled to a maximum period of 90 days.

6.5.11 This optional Extras Package Benefit is available under ordinary business only.

## **7 EXCLUSIONS**

NobleOak will not pay the monthly benefit if the Life Insured's illness or injury causing total disability or partial disability or any other potential claim is a direct or indirect result of, or related to:

- (a) normal and uncomplicated pregnancy or childbirth. If the condition is directly or indirectly related to pregnancy, childbirth or miscarriage complications, a minimum 90 day waiting period will apply.
- (b) a trauma event occurring or having its trauma date during the qualifying period;
- (c) any illness or injury that occurred before the PPS Mutual Income Protection Insurance commencement date, unless clearly disclosed to and accepted by NobleOak (with or without loadings and/or exclusions);  

This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date;
- (d) a deliberate self-inflicted injury or attempted suicide;
- (e) war or any act of war, though not in relation to payment of the death benefit;
- (f) any restrictions for reimbursement of expenses under health insurance or other laws; and
- (g) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

## **8 TERMINATION OF INSURANCE**

In addition to the circumstances set out in rules 30.4 and 30.5, the cover for the PPS Mutual Income Protection Insurance provided in respect of a Life Insured will automatically terminate upon:

- (a) the sum insured being reduced to nil as a result of the payment of the TPD Commutation Benefit;
- (b) for PPS Mutual Income Protection Insurance held under superannuation business through the PPS Mutual Superannuation Fund, then 30 days after the Life Insured ceases to be a member (or eligible to be a member under law) of that Fund;
- (c) for total disability definitions other than when the total disability – home duties definition applies; retirement or otherwise ceasing gainful employment with no intention to resume gainful employment for reasons other than total disability; and/or
- (d) the anniversary date after the Life Insured reaches the expiry age, as set out in the Certificate of Membership for that Life Insured, whether or not a monthly benefit or any other PPS Mutual Income Protection Insurance benefit is being paid by NobleOak at that time.

## **9 INTERIM ACCIDENT INSURANCE**

- 9.1 Interim accidental income protection insurance applies in respect of a life to be insured in accordance with this clause 9, providing the PPS Mutual Income Protection Insurance being applied for is not replacing another income protection insurance policy that is still in force while this PPS Mutual Income Protection Insurance application is with NobleOak.
- 9.2 The interim accidental income protection insurance commences on the application date when NobleOak receives:

- the Member's full application in respect of the life to be insured; and
  - the Member's financial institution details or deposit premium in respect of the life to be insured;
- 9.3 The interim accidental income protection insurance terminates on the earliest of:
- ninety (90) days after the application date;
  - the date NobleOak accepts, declines or defers the Member's application;
  - the date when the Member withdraws the application; and
  - fourteen (14) days after the date when NobleOak sends any request for further information regarding the application, if not answered by that time;
- 9.4 NobleOak will pay the interim accidental monthly benefit:
- where the life to be insured suffers total disability as a direct result of an injury;
  - provided that the accident that caused the injury occurred while the life to be insured is covered for interim accidental income protection insurance;
  - provided that the total disability occurs within 90 days of the accident; and
  - provided that the total disability continues for at least the waiting period that was applied for;
- from the end of the waiting period that was applied for, for the duration of the total disability, to a maximum of 12 months.
- 9.5 The interim accidental monthly benefit payable by NobleOak is the lesser of:
- (a) the sum insured that the Member applied for;
  - (b) the sum insured that NobleOak would have approved had the accident not occurred and subject to NobleOak's usual underwriting and assessment guidelines; and
  - (c) \$10,000.
- 9.6 The interim accidental monthly benefit will not be paid for:
- (a) any illness or sickness ;
  - (b) any accident that first occurred prior to the application date;
  - (c) any reason that would make the life to be insured ineligible for PPS Mutual Income Protection Insurance;
  - (d) attempted suicide or any intentional self-inflicted act;
  - (e) act of war (whether declared or not); and/or
  - (f) any other exclusion that NobleOak would have applied through its usual underwriting and assessment guidelines in order to accept that life to be insured.
- 9.7 The payment of an interim accidental income protection insurance benefit will not reduce any other benefit provided under another existing PPS Mutual Benefit for that Life Insured.
- 9.8 Any accident, notice, claim or payment in relation to an interim accidental income protection insurance benefit for a life to be insured will affect the application for PPS Mutual Income Protection Insurance for that life to be insured, which may then be declined.

## 10 MINIMUM PREMIUM RATES

The minimum premium rates for the PPS Mutual Income Protection Insurance are set out in Schedule 5.2 to this Benefit Appendix. The premium rate tables that are available are:

- a) Stepped premium rates for males, females, non-smokers and smokers
- b) Level premium rates to age 65 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
- c) Level premium rates to age 70 for males, females, non-smokers and smokers
- d) Factor loadings/discounts for each of the waiting periods, being 14 days, 30 days, 60 days, 90 days, 180 days, 1 year and 2 years
- e) Factor loadings/discounts for each of the benefit periods, being 1 year, 2 years, 5 years, to age 65 and to age 70 (when the expiry age is also age 70).
- f) Factor loadings for the optional benefits
- g) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules

## Schedule 5.1

### Trauma Events

The trauma events marked with an asterisk have a 90 day qualifying period.

Trauma Event	Definition of Trauma Event
aortic surgery	Surgery to repair or correct an aortic aneurysm, an obstruction of the aorta, a coarctation of the aorta or traumatic Injury to the aorta. For the purpose of this definition, aorta means the thoracic and abdominal aorta but not its branches. Angioplasty, intra-arterial procedures or other non-surgical techniques are excluded.
aplastic anaemia	Permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following: <ul style="list-style-type: none"> <li>• blood product transfusion</li> <li>• marrow stimulating agents</li> <li>• immunosuppressive agents, or</li> <li>• bone marrow transplantation.</li> </ul>
bacterial meningitis	The unequivocal diagnosis of Bacterial Meningitis by a consultant neurologist, which is characterised by: <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition; or</li> <li>• an equivalent guide to impairment approved by us; or</li> <li>• total and irreversible inability to perform without the assistance of another person, at least one of the activities of daily living.</li> </ul>
Cancer*	The presence of one or more malignant tumours (including leukaemia, lymphoma, hodgkin's disease and colorectal cancer from Stage I or Stage II: T1 or T2 with N0 M0) characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue. <p>The following cancers are excluded:</p> <ul style="list-style-type: none"> <li>• Conditions classified by their clinical features, cytopathology and/or histopathology as tumours showing the malignant changes of 'carcinoma in situ' or which are histopathologically described as premalignant (Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment). Uterine cervical intraepithelial lesions, cervical dysplasias and cervical intraepithelial neoplasias, including those classified as CIN 1, CIN 2 and CIN 3 are examples of tumours categorised as either being carcinoma in situ and/or premalignant and are excluded.</li> <li>• All hyperkeratosis and basal cell carcinomas, and squamous cell carcinomas of skin unless there has been evidence of metastatic spread.</li> <li>• Prostatic cancers which remain histologically as TNM</li> </ul>

Trauma Event	Definition of Trauma Event
	<p>Classification T1 or are of another equivalent or lower classification and have a Gleason score of 6 or less, unless major interventionist treatment is required to arrest the spread of malignancy.</p> <ul style="list-style-type: none"> <li>• Melanomas which are less than stage T1bN0M0.</li> <li>• Chronic Lymphocytic Leukaemia diagnosed as less than Rai Stage 1.</li> </ul>
cardiomyopathy	Impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association (or equivalent) classification of cardiac impairment.
chronic kidney failure	End stage renal failure presenting as chronic irreversible failure of both kidneys to function, which requires permanent renal dialysis or renal transplantation.
chronic liver disease	End stage liver failure resulting in permanent jaundice, ascites or encephalopathy.
chronic lung disease	End stage lung disease requiring permanent and continuous oxygen therapy, and a persistent FEV1 test result of less than one litre.
cognitive loss	A total and permanent deterioration or loss of intellectual capacity (supported by a score of 15 or less out of 30 in a Mini Mental State Examination or evidence from another neuropsychometric test that is acceptable to NobeOak) that has required the Life Insured to be under continuous care and supervision by another person for at least three consecutive months and at the end of that three month period the Life Insured is likely to require ongoing continuous care and supervision by another person.
coma	A state of total unconsciousness and unresponsiveness to all external stimuli, resulting in a Glasgow Coma Scale score of 6 or less and requiring continuous assisted ventilation to maintain life for at least 72 consecutive hours.
coronary artery bypass surgery*	The actual undergoing of by-pass surgery (including saphenous vein or internal mammary or radial artery graft(s)) for the treatment of coronary artery disease. The operation must be for the treatment of one or more coronary arteries and angioplasty contra-indicated and must be considered necessary by a consultant cardiologist.
dementia including Alzheimer's disease	Clinical diagnosis of Dementia (including Alzheimer's Disease) by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent, irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment in this definition means a deterioration in the Life Insured's score to 24 or less out of 30 in a Mini-Mental State Examination.
encephalitis	<p>An inflammatory disease of the brain resulting in neurological deficit causing:</p> <ul style="list-style-type: none"> <li>• at least 25 per cent impairment of whole person function that is permanent; or</li> <li>• total and permanent inability to perform at least one of the activities of daily living.</li> </ul>
heart attack (myocardial	The death of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be confirmed by a cardiologist and



Trauma Event	Definition of Trauma Event
infarction)*	<p>evidenced by typical rise and/or fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit and one of the following:</p> <ul style="list-style-type: none"> <li>• Acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain); or</li> <li>• New serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block (LBBB); or</li> <li>• Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.</li> </ul> <p>If the above tests are inconclusive NobleOak will consider other appropriate and medically recognised tests.</p> <p>NobleOak will not pay under this definition for other acute coronary syndromes including, but not limited to;</p> <ul style="list-style-type: none"> <li>• Angina;</li> <li>• Angina pectoris;</li> <li>• Myocyte necrosis classified as micro-infarction;</li> <li>• Acute coronary insufficiency; and</li> <li>• An elective percutaneous procedure for coronary artery disease, which is the sole cause of a rise in cardiac biomarkers.</li> </ul>
heart valve surgery	The actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities.
intensive care	An illness or injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an authorised intensive care unit of an acute care hospital. No benefit shall be payable where the illness or injury is as a result of drug or alcohol intake or other self-inflicted means.
loss of hearing	The total and irreversible loss of hearing in both ears with and without the use of an appropriate aid.
loss of independent existence	The total and irreversible inability to perform at least two of the activities of daily living without the assistance of another person (if the Life Insured can perform the activity on his/her own by using special equipment NobleOak won't treat him/her as unable to perform that activity).
loss of limbs	The total and irreversible loss of the use of two limbs
loss of sight	The permanent loss of sight in both eyes, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as diagnosed by an ophthalmologist.
loss of speech	<p>The total and irrecoverable loss of the ability to produce intelligible speech as a result of illness or injury which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain, as certified by an appropriate medical specialist.</p> <p>Loss of speech due to psychological reasons is excluded.</p>
major head trauma	<p>Head Injury caused by an accident resulting in neurological deficit causing:</p> <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition.; or</li> </ul>

Trauma Event	Definition of Trauma Event
	<ul style="list-style-type: none"> <li>total and permanent inability to perform at least one of the activities of daily living.</li> </ul>
major organ or bone marrow transplant	<p>The Life Insured is the recipient of an organ transplant or is on the waiting list to receive one of the following organs:</p> <ul style="list-style-type: none"> <li>heart,</li> <li>kidney,</li> <li>liver,</li> <li>lung,</li> <li>pancreas,</li> <li>small bowel, or</li> <li>the transplantation of bone marrow.</li> </ul> <p>The transplant must be considered the appropriate and necessary treatment.</p>
medically acquired HIV	<p>The infection with Human Immunodeficiency Virus (HIV), which on the balance of probabilities arose from an accident during one of the following medical procedures:</p> <ul style="list-style-type: none"> <li>transfusion of blood or blood products,</li> <li>organ transplant,</li> <li>assisted reproduction techniques, or</li> <li>other medical procedure or operation performed by a doctor or at a registered medical facility.</li> </ul> <p>The procedure must have been performed by a registered health professional and have occurred in Australia.</p> <p>NobleOak requires a statement from the appropriate Statutory Health Authority that provides documented proof of the accident and confirms that the infection is medically acquired.</p> <p>A Trauma claim for medically acquired HIV will not be payable if:</p> <ul style="list-style-type: none"> <li>HIV infection is caused by any other means, including sexual activity or recreational intravenous drug use, or</li> <li>a treatment is developed and approved which renders the HIV virus inactive and non-infectious.</li> </ul>
motor neurone disease	Unequivocal diagnosis of motor neurone disease confirmed by a consultant neurologist, leading to neurological deficit.
multiple sclerosis	The unequivocal diagnosis of Multiple Sclerosis by a consultant neurologist which is characterised by demyelination in the brain and spinal cord. There must have been more than one episode of well-defined neurological deficit with persisting clinical neurological abnormalities. Neurological investigations such as lumbar puncture, Magnetic Resonance Imaging (MRI), evidence of lesions in the central nervous system, evoked visual responses and evoked auditory responses are required to confirm diagnosis.
muscular dystrophy	Unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist, which causes progressive and selective degeneration and weakness of voluntary muscles.
occupationally	The Life Insured becoming infected with HIV as the result of an accident

Trauma Event	Definition of Trauma Event
acquired HIV	<p>during the course of the Life Insured's regular occupation.</p> <p>The production and detection (sero-conversion) of HIV antibodies, by way of a positive HIV antibody test must be confirmed within 6 months of the accident.</p> <p>Any accident giving rise to a potential claim must be reported to us within seven days of the accident and supported by a negative HIV test taken after the accident. We must be given access to test all blood samples used.</p> <p>We will not pay a benefit if the Life Insured has elected not to take an approved vaccine that is recommended by the relevant professional governing body for use in the Life Insured's occupation and which was available prior to the accident, which caused infection.</p>
out of hospital cardiac arrest*	<p>Cardiac Arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:</p> <ul style="list-style-type: none"> <li>• cardiac asystole; or</li> <li>• ventricular fibrillation with or without ventricular tachycardia.</li> </ul>
Parkinson's disease	<p>Unequivocal diagnosis of Parkinson's disease confirmed by a consultant neurologist, leading to irreversible neurological deficit.</p>
Paralysis	<p>The total and irreversible loss of the use of two limbs, where a limb is defined as the shoulder down to the hand or the hip down to the foot.</p> <p>Paraplegia, Quadriplegia, Tetraplegia, Diplegia and Hemiplegia are included in this definition.</p>
primary pulmonary hypertension	<p>Primary pulmonary arterial hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class 3 of the New York Heart Association classification of cardiac impairment.</p> <p>Pulmonary Hypertension secondary to other disorders such as chronic lung disease, medications, thromboembolic disease and left ventricular failure is specifically excluded. Other forms of hypertension (involving increased blood pressure) are specifically excluded.</p>
severe benign brain tumour	<p>The diagnosis of a non-cancerous tumour in either the brain tissue or between the brain tissue and the cranium giving rise, either directly or indirectly to symptoms of local neurological tissue damage such as seizures, sensory impairment and motor impairment and results in the Life Insured either:</p> <ul style="list-style-type: none"> <li>• suffering a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication Guides to the Evaluation of Permanent Impairment, 6th edition; or</li> <li>• being permanently unable to perform at least one of the activities of daily living without the physical assistance of someone else.</li> </ul>
severe burns	<p>Tissue injury caused by thermal, electrical or chemical agents causing full thickness burns to:</p> <ul style="list-style-type: none"> <li>• 20% or more of the body surface area as measured by the 'Rule of Nines' or the Lund and Browder Body Surface Chart;</li> <li>• 50% or more of both hands, requiring surgical debridement and/or grafting;</li> </ul>

Trauma Event	Definition of Trauma Event
	<ul style="list-style-type: none"> <li>• 50% or more of both feet, requiring surgical debridement and/or grafting;</li> <li>• 50% or more of the face, requiring surgical debridement and/or grafting; or</li> <li>• the whole of the skin of the genitalia, requiring surgical debridement and/or grafting.</li> </ul>
Stroke*	<p>an infarction of the central nervous system tissue causing permanent neurological deficit, as evidenced by:</p> <ul style="list-style-type: none"> <li>• neuro imaging; and</li> <li>• the unequivocal diagnosis by a specialist consultant neurologist.</li> </ul> <p>Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.</p>
triple vessel angioplasty / coronary artery stenting*	<p>The undergoing of angioplasty or coronary artery stenting on the arteries (or their branches) of three or more coronary arteries in the same procedure to correct a narrowing or blockage. It must be considered the appropriate and necessary treatment on the basis of angiographic evidence.</p>

## Benefit Appendix 6

### PPS MUTUAL BUSINESS EXPENSES INSURANCE

#### 1. DEFINITIONS

The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“benefit period”** means the maximum period of time that a Life Insured can receive a monthly benefit while remaining continuously totally disabled and/or partially disabled. The benefit period starts at the end of the waiting period.

The benefit period will be 1 year or such other period that NobleOak may determine from time to time. The benefit period that applies to a Life Insured is shown in the Certificate of Membership for that Life Insured.

**“business income”** means the gross monthly income generated by the business before expenses and tax, subject to a minimum of \$0.

**“disabled” (and “disability” and “disablement”)** mean either total disability or partial disability, when not specifically total disability or partial disability in the context.

**“disability date” (and “disablement date”)** means the earlier of:

- the date that the Life Insured was first totally disabled or partially disabled as a result of an illness or injury and as certified by a medical practitioner on or after that date; and
- the date that the Life Insured first stopped working while gainfully employed and providing this was no more than 7 days prior to consulting a medical practitioner about the illness or injury causing disability.

**“eligible business expenses”** means the regular or continuing fixed expenses incurred by the Life Insured’s business, which are not a payment of capital or of a capital, private or domestic nature, and could not reasonably be considered to give a private benefit to the Life Insured or to members of the Life Insured’s family or any company, trust or other entity from which the Life Insured or his/her family derives a benefit.

Eligible business expenses includes the following items of expenditure provided they are incurred in the normal conduct and operation of the Life Insured’s business:

- accountants’ and auditors’ fees;
- advertising costs;
- business insurance premiums;
- cleaning, electricity, gas, heating, laundry, telephone (including mobile phone) and water;
- leasing costs of equipment and vehicles;
- mortgage interest payments;
- property rates and taxes;
- rent;
- salaries of non income producing employees including related costs such as pay roll tax and superannuation;

- subscriptions to professional bodies and publications;
- other fixed expenses normally incurred in the conduct of the Life Insured's business and which were identified in the application for this PPS Mutual Business Expenses Insurance and agreed to by us; and
- any net costs associated with employing a locum upon the Life Insured becoming totally disabled, to perform the work normally performed by the Life Insured. In this case, net costs are treated as the total expenses incurred with hiring the locum less the revenue generated by the locum.

Eligible business expenses do not include:

- the cost of books, equipment, fittings, goods, implements or products used in the Life Insured's business;
- depreciation of equipment and vehicles;
- salary and salary-related costs of the Life Insured (which are covered by income protection insurance);
- repayment of mortgage or loan principal;
- salaries and related costs of income producing employees (including any other part-owners);
- salaries and related costs paid to any of the Life Insured's relatives, unless the relative has been a full-time employee of the Life Insured's business for at least 6 months prior to the commencement of total disability;
- any share of the business expenses which are not normally attributable to the Life Insured; and
- expenses of a private or domestic nature.

**“expiry age”** means the date that all insurance cover under this PPS Mutual Business Expenses Insurance ceases for a Life Insured. The expiry age is the anniversary date after turning age 65, or such other age that NobleOak may determine from time to time.

The expiry date applicable will be shown in the Certificate of Membership for that Life Insured.

**“gainfully employed or gainful employment”** means to be employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.

**“illness”** means an illness or disease.

**“injury”** means an injury to the body caused by an accident.

**“monthly contribution”** means the actual amount payable to the Member each month during a claim in accordance with these Rules. The monthly contribution is payable monthly in arrears, and pro-rated for partial months using 30ths.

**“partially disabled” (and “partial disability”)** means where the Life Insured was gainfully employed at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:

- working in their regular occupation at a reduced capacity or another occupation at a reduced capacity;
- not totally disabled;
- earning less than their pre-disability earnings; and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**“payments received from other sources”** means other non-PPS Mutual related business expenses insurance monthly payments; but not including:

- regular income earned by the Life Insured by partially working up to 10 hours (up to 5 hours where the Life Insured has been working less than 20 hours per week in the 12 months prior to disability) if disability is assessed under the hours based definition;
- any lump sum compensation for pain and suffering;
- any lump sum for loss of use of part of the body;
- a lump sum trauma or TPD benefit;
- sick, long service or annual leave; or
- benefits at common law.

**“post-disability business income”** means the business income (expressed monthly) generated by the Life Insured’s business during the month of disability in which the monthly contribution is being calculated for.

**“pre-disability business income”** means the highest business income generated by the Life Insured’s business for any consecutive 12 month period in the 3 years prior to the disability date, subject to a minimum of zero.

**“regular occupation”** means the occupation that the Life Insured performs on a regular basis.

**“sum insured”** means the monthly dollar amount of the insurance cover provided to the Member for the business expenses benefit as set out in the Certificate of Membership (as increased or reduced in accordance with these Rules).

**“the Life Insured’s share of”** means either:

- if the Life Insured is self employed, then 100%;
- if the Life Insured is the sole owner of a small business, then 100%; or
- if the Life Insured is a part-owner of a small business, then it means that percentage share which is apportioned to the Life Insured in line with the usual manner that the profits and/or losses of the Life Insured’s business are divided.

**“totally disabled” (and “total disability”)** means the Life Insured meets at least one of the following two definitions:

**(1) “totally disabled - duties based”** means where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:

- unable to perform at least one or more of the important income producing duties of their regular occupation;
- not working in any gainful employment; and
- under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**(2) “totally disabled - hours based”** means where the Life Insured was gainfully employed or not more than 12 months out of gainful employment at the time of the illness or injury, that due solely to that illness or injury the Life Insured is:

- not working for more than 10 hours per week in their regular occupation and not working in any other gainful employment. (5 hours where working less than 20 hours per week in the previous 12 months);
- unable to perform the duties of their regular occupation for more than 10 hours per week (5 hours where working less than 20 hours per week in the previous 12 months); and
- Under the regular care of and following the advice of an appropriately qualified medical practitioner in relation to that illness or injury.

**“waiting period”** means that continuous period of time that a Life Insured remains disabled before a monthly benefit become payable. The waiting period starts on the disability date.

The waiting period will be 30 days or 90 days or such other period that NobleOak may determine from time to time. The waiting period that applies to a Life Insured is shown in the Certificate of Membership for that Life Insured.

## **2. BENEFIT NAME**

- 2.1 The insurance provided under this Benefit Appendix is to be known as “PPS Mutual Business Expenses Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this insurance are set out in this Benefit Appendix.
- 2.3 This insurance is available as ordinary business only.

## **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual Business Expenses Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:
- (a) a PPS Mutual Member;
  - (b) gainfully employed for at least 20 hours per week;
  - (c) either:
    - self-employed; or
    - a small business owner or small business part-owner of a small business in which there are at most 5 staff and/or other part-owners including the Life Insured;
  - (d) no younger than 18 years of age; and
  - (e) no older than:
    - 60 years of age; or
    - such other age that NobleOak may determine from time to time.
- 3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Business Expenses Insurance and the Certificate of Membership shows that PPS Mutual Business Expenses Insurance has commenced and not yet terminated for a Life Insured.

## **4. STANDALONE INSURANCE**

PPS Mutual Business Expenses Insurance is available as stand-alone insurance only.

## **5. BENEFITS**

### **5.1 Total Disability Benefit**

- 5.1.1 NobleOak will pay a monthly contribution where:
- the illness or injury causing the disability occurred while the Life Insured is covered for PPS Mutual Business Expenses Insurance; and
  - the Life Insured remains continuously disabled for at least the duration of the waiting period and remains disabled thereafter.



- 5.1.2 While the Life Insured is totally disabled, the monthly contribution will be the lower of:
- the sum insured (including any increases/decreases since the PPS Mutual Business Expenses Insurance commencement date); and
  - the Life Insured's share of eligible business expenses incurred each month of disability;
- reduced by any offsets.
- 5.1.3 The minimum sum insured that NobleOak may provide at the PPS Mutual Business Expenses Insurance commencement date on an individual Life Insured is \$4,000 (or such other amount that NobleOak may determine from time to time).
- 5.1.4 The maximum sum insured that NobleOak may provide for at the PPS Mutual Business Expenses Insurance commencement date on an individual Life Insured is \$60,000 (or such other amount that NobleOak may determine from time to time), subject to an overall maximum of the Life Insured's share of eligible business expenses.
- 5.1.5 Offsets will apply to reduce the monthly contribution in respect of payments received from other sources, but only:
- when the payments received from other sources exceed 10% of the Life Insured's share of eligible business expenses; and/or
  - NobleOak has not expressly agreed not to apply a reduction;
- to the extent that the monthly contribution plus payments received from other sources do not exceed the lower of the sum insured and the Life Insured's share of eligible business expenses.
- 5.1.6 The applicable monthly contribution for total disability or partial disability will start from the end of the waiting period, and be paid monthly in arrears. Part months will be paid at the rate of 1/30<sup>th</sup> of the monthly contribution for each day of disablement.
- 5.1.7 The monthly contribution will continue for the period of total disability (or periods of total disability if alternating with partial disability) until the earliest of:
- the Life Insured ceases to be totally disabled;
  - the Life Insured becomes partially disabled;
  - the expiry of the benefit period;
  - the expiry age; and
  - the death of the Life Insured.
- 5.1.8 Once a monthly contribution has started to accrue for a Life Insured, clauses 5.1 and 5.2 will continue to operate, accrue and pay a monthly contribution should the Life Insured alternate between total disability and partial disability, and the amount paid be calculated pro rata to the days spent being totally disabled or partially disabled.

## **5.2 Partial Disability Benefit Calculation**

- 5.2.1 If the Life Insured is partially disabled, the monthly contribution will be reduced from the amount that would have been payable under total disability in proportion to the reduction from the Life Insured's share of pre-disability business income to the Life Insured's share of post-disability business income, as set out in Table A:
- 5.2.2 The monthly contribution for the partial disability will continue for the period of partial disability (or periods of partial disability if alternating with total disability) until the earliest of:
- the Life Insured ceases to be partially disabled;

- the Life Insured becomes totally disabled;
- the expiry of the benefit period;
- the expiry age; and
- the death of the Life Insured.

<b>Table A</b>						
Monthly contribution for partial disability	=	The Life Insured's share of pre-disability business income	-	The Life Insured's share of post-disability business income	x	Monthly contribution for total disability
		The Life Insured's share of pre-disability business income				

### 5.3 Indexation

The sum insured will be automatically increased each year in accordance with rule 26.

### 5.4 Working During Waiting Period

If the waiting period for a Life Insured is:

- 30 days or less, then the Life Insured can return to work for up to 5 consecutive days during the waiting period; or
- more than 30 days, then the Life Insured can return to work for up to 10 consecutive days,

without having to start the waiting period again. The days worked will not be added to the end of the waiting period.

### 5.5 Relapse Benefit

5.5.1 If a Life Insured returns to full-time work after having received a total disability benefit or partial disability benefit, and then relapses with the same or related illness or injury within 6 months of returning to full-time work, the waiting period will be waived and the disability will be treated as a continuation of the original claim.

5.5.2 The periods of time on claim will be added together to determine when the payment period expires. Once the monthly contributions have been paid for the entire benefit period for an illness or injury or a related illness or injury, then no further claim for that same or related illness or injury will be admitted.

5.5.3 If the relapse occurs after 6 months, then the claim will be treated as a new claim and the waiting period will recommence.

### 5.6 Waiver of Premium Benefit

5.6.1 Once a claim for total disability or partial disability has started for a Life Insured, then:

- premiums due for this PPS Mutual Business Expenses Insurance will be waived for as long as the disability continues, including pro-rata waivers for any applicable monthly premiums or annual premiums; and
- premiums and/or pro-rata premiums paid during the waiting period will be refunded.

5.6.2 Within this clause, any premiums that are due to be waived, may alternatively be refunded.

## 5.7 Future Increase Benefit

If the Life Insured's share of eligible business expenses increase, then subject to the conditions in this clause 5.7, the sum insured may be increased without NobleOak requiring further medical evidence.

The conditions are:

- o the Life Insured must be 55 years old or younger;
- o the Life Insured must not be disabled;
- o the Certificate of Membership for that Life Insured shows that no exclusions apply and no loadings exceeding 100% apply for the PPS Mutual Business Expenses Insurance;
- o the maximum increase per year across all PPS Mutual Business Expenses Insurance benefits is 15% or \$2,000 per month whichever is lower;
- o the maximum sum insured after the increase and including any indexation increase is limited to the Life Insured's share of eligible business expenses;
- o the cumulative total of all increases sought under this benefit, must not exceed the original sum insured at the commencement date of the PPS Mutual Business Expenses Insurance; and
- o the increase must be requested in writing within 30 days of the anniversary date and be supported by evidence of the Life Insured's current work and Life Insured's share of eligible business expenses;

## 5.8 Suspending Insurance Benefit

5.4.1 Where the PPS Mutual Business Expenses Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Business Expenses Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Business Expenses Insurance due to hardship for one or more periods totaling up to 12 months.

5.4.2 In order for NobleOak to approve suspension, the Member must:

- a) notify NobleOak of a start date in writing from when suspension applies;
- b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
- c) acknowledge that premiums and insurance cover will be suspended; and
- d) demonstrate financial hardship to NobleOak's satisfaction.

5.4.3 At the end of the suspension period, NobleOak will automatically resume premium collections.

5.4.4 No benefits under this PPS Mutual Business Expenses Insurance will be provided for the Life Insured's disability during the period(s) of suspended insurance and for 90 days after each period ends.

5.4.5 Once 12 months of suspended insurance have been provided, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Business Expenses Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

5.4.6 No profit-share will accrue to the PPS Mutual Profit-Share Plan linked to this benefit during the suspended insurance period.

## 5.9 Extended Insurance Benefit

### 5.9.1 When a Life Insured:

- reaches age 65;
- is not disabled; and
- is working in a professional capacity,

then insurance cover that would have expired at age 65 may be extended to age 70.

### 5.9.2 If this is required, then:

- the request must be in writing to NobleOak during the 30 days before the anniversary date after turning 65;
- if the waiting period was longer than 30 days, it will be reset to 30 days;
- if the benefit period was longer than 1 year, it will be reset to 1 year;
- the expiry age will be the earlier of:
  - the anniversary date after turning age 70; and
  - the Life Insured ceasing gainful employment of at least 20 hours per week for 6 consecutive months;
- the maximum monthly contribution payable will be \$30,000; and
- clause 5.2 regarding partial disability will not apply.

### 5.9.3 The ongoing premiums will be adjusted to reflect the premium rates that apply in respect of any changes to waiting period, benefit period, maximum sum insured and subsequent increases to age.

## 5.10 Death Benefit

### 5.10.1 If a Life Insured dies while covered for PPS Mutual Business Expenses Insurance, a death benefit will be paid as a lump sum.

### 5.10.2 The death benefit is the lower of:

- six times the sum insured; and
- \$60,000 across all PPS Mutual Business Expenses Insurance benefits covering that Life Insured.

## 6 EXCLUSIONS

NobleOak will not pay the monthly contribution if the Life Insured's illness or injury causing total disability or partial disability or any other potential claim is a direct or indirect result of, or related to:

- (a) normal and uncomplicated pregnancy or childbirth. If the condition is directly or indirectly related to pregnancy, childbirth or miscarriage complication; a minimum 90 day waiting period will apply.
- (b) any elective surgery or treatment which is voluntarily undertaken within 6 months of the PPS Mutual Business Expenses Insurance commencement date.

This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date;

- (c) any illness or injury that occurred or where the diagnosis date for that illness or injury occurred before the PPS Mutual Business Expenses Insurance commencement date, unless clearly disclosed to and accepted by NobleOak (with or without loadings and/or exclusions).

This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date;

- (d) a deliberate self-inflicted injury or attempted suicide;
- (e) war or any act of war, though not in relation to payment of the death benefit;
- (f) any restrictions for reimbursement of expenses under health insurance or other laws; and
- (g) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

## **7 TERMINATION OF INSURANCE**

In addition to the circumstances set out in rules 30.4 and 30.5, the insurance cover for the PPS Mutual Business Expenses Insurance provided in respect of a Life Insured will automatically terminate upon:

- (a) retirement or otherwise ceasing gainful employment with no intention to resume gainful employment for reasons other than total disability; and/or
- (b) the anniversary date after the Life Insured reaches the expiry age, as set out in the Certificate of Membership for that Life Insured, whether or not a monthly contribution or any other PPS Mutual Business Expenses Insurance benefit is being paid by NobleOak at that time.

## **8 INTERIM ACCIDENT INSURANCE**

8.1 Interim accidental business expenses insurance applies in respect of a life to be insured in accordance with this clause 8, providing the PPS Mutual Business Expenses Insurance being applied for is not replacing another business expenses insurance policy that is still in force while this PPS Mutual Business Expenses Insurance application is with NobleOak.

8.2 The interim accidental business expenses insurance commences on the application date when NobleOak receives:

- the Member's full application in respect of the life to be insured; and
- the Member's financial institution details or deposit premium in respect of the life to be insured;

8.3 The interim accidental business expenses insurance terminates on the earliest of:

- ninety (90) days after the application date;
- the date NobleOak accepts, declines or defers the Member's application;
- the date when the Member withdraws the application; and
- fourteen (14) days after the date when NobleOak sends any request for further information regarding the application, if not answered by that time;

8.4 NobleOak will pay the interim accidental monthly contribution:

- where the life to be insured suffers total disability as a direct result of an injury;
- provided that the accident that caused the injury occurred while the life to be insured is covered for interim accidental business expenses insurance;
- provided that the total disability occurs within 90 days of the accident; and
- provided that the total disability continues for at least the waiting period that was applied for;

from the end of the waiting period that was applied for, for the duration of the total disability, to a maximum of 12 months.

- 8.5 The interim accidental monthly contribution payable by NobleOak is the lesser of:
- (a) the sum insured that the Member applied for;
  - (b) the sum insured that NobleOak would have approved had the accident not occurred and subject to NobleOak's usual underwriting and assessment guidelines; and
  - (c) \$10,000.
- 8.6 The interim accidental monthly contribution will not be paid for:
- (a) any illness ;
  - (b) any accident that first occurred prior to the application date;
  - (c) any reason that would make the life to be insured ineligible for PPS Mutual Business Expenses Insurance;
  - (d) attempted suicide or any intentional self-inflicted act;
  - (e) act of war (whether declared or not); and/or
  - (f) any other exclusion that NobleOak would have applied through its usual underwriting and assessment guidelines in order to accept that life to be insured.
- 8.7 The payment of an interim accidental business expenses benefit will not reduce any other benefit provided under another existing PPS Mutual Benefit for that Life Insured.
- 8.8 Any accident, notice, claim or payment in relation to an interim accidental business expenses benefit for a life to be insured will affect the application for PPS Mutual Business Expenses Insurance for that life to be insured, which may then be declined.

## **9 MINIMUM PREMIUM RATES**

The minimum premium rates for the PPS Mutual Business Expenses Insurance are set out in Schedule 6.1 to this Benefit Appendix. The premium rate tables that are available are:

- a) Stepped premium rates for males, females, non-smokers and smokers
- b) Level premium rates to age 65 for males, females, non-smokers and smokers (rates revert to stepped rates thereafter)
- c) Level premium rates to age 70 for males, females, non-smokers and smokers
- d) Factor loadings/discounts for each of the waiting periods, being 30 days and 90 days, for the 1 year benefit period
- e) Table of Loadings and Discounts
- f) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules

## Benefit Appendix 7

### PPS MUTUAL BLOOD BORNE DISEASE INSURANCE

#### 1. DEFINITIONS

1.1 The following defined terms apply to this Benefit Appendix:

**“accident”** means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

**“blood borne disease benefit”** means the benefit payable under this Benefit Appendix upon the Life Insured suffering an infection.

**“infection”** means the bodily invasion of one (or more) of the:

- HIV;
- Hepatitis B virus; or
- Hepatitis C virus.

**“negative test results”** means a negative HIV test, negative Hepatitis B test or a negative Hepatitis C test.

**“positive test results”** means the confirmed production and detection (sero-conversion) of:

- HIV antibodies, by way of a positive HIV antibody test;
- Hepatitis B surface antigen or HBV DNA, by way of a positive Hepatitis B antigen or HBV DNA test; or
- Hepatitis C antibodies, by way of a positive Hepatitis C antibody test.

**“regular occupation”** means the occupation that the Life Insured performs on a regular basis.

**“sum insured”** means the agreed dollar amount of the insurance cover provided to the Member for the blood borne disease benefit as set out in the Certificate of Membership (as increased or reduced in accordance these Rules).

#### 2. BENEFIT NAME

2.1 The insurance provided under this Benefit Appendix is to be known as “PPS Mutual Blood Borne Disease Insurance” (or such other name NobleOak may subsequently determine from time to time).

2.2 The details of this insurance are set out in this Benefit Appendix.

2.3 This insurance may be provided as ordinary business only.

#### 3. ELIGIBILITY REQUIREMENTS

3.1 To be eligible to obtain PPS Mutual Blood Borne Disease Insurance, and in addition to rule 19, the proposed Life Insured must at the time of the application be:

- (a) a PPS Mutual Member;
- (b) also insured (or about to be insured) under another PPS Mutual Benefit;

- (c) employed in an occupation in which infection is an occupational hazard, and as agreed with and accepted by NobleOak;
  - (d) no younger than 18 years of age; and
  - (e) no older than 60 years of age; or such other age that NobleOak may determine from time to time.
- 3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Blood Borne Disease Insurance and the Certificate of Membership shows that Blood Borne Disease Insurance has commenced and not yet terminated for a Life Insured.

## **4 BENEFITS**

### **4.1 Blood Borne Disease Benefit**

4.1.1 NobleOak will pay the blood borne disease benefit where:

- the Life Insured suffers an infection as a result of an accident during the course of his/her regular occupation;
- the Member reports the accident to NobleOak within 7 days of that accident and the report is confirmed by negative test results of that infection taken during those 7 days;
- the Member subsequently confirms positive test results of that infection within 6 months of the accident; and
- if requested, NobleOak is given access to test all the blood samples used for the negative and positive test results,

while the Life Insured is covered for Blood Borne Disease Insurance.

4.1.2 The blood borne disease benefit payable by NobleOak is the sum insured applicable to the Life Insured at the date of the accident payable as a lump sum.

4.1.3 The minimum sum insured that NobleOak may provide for a blood borne disease benefit at the Blood Borne Disease Insurance commencement date on an individual Life Insured is \$50,000 (or such other amount that NobleOak may determine from time to time).

4.1.4 The maximum sum insured that NobleOak may provide for a blood borne disease benefit at the Blood Borne Disease Insurance commencement date on an individual Life Insured is \$1,000,000, or such other amount that NobleOak may determine from time to time.

4.1.5 The sum insured will be automatically increased each year in accordance with rule 26, across all PPS Mutual Benefits (or such other amount that NobleOak may determine from time to time).

4.1.6 Once the sum insured is paid for the Life Insured, all Blood Borne Disease Insurance is extinguished, and no further claim or cover for blood borne disease will be considered for that Life Insured.

### **4.2 Suspending Insurance Benefit**

4.2.1 Where the PPS Mutual Blood Borne Disease Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Blood Borne Disease Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Blood Borne Disease Insurance due to hardship for one or more periods totaling up to 12 months.

4.2.2 In order for NobleOak to approve suspension, the Member must:

- a) notify NobleOak of a start date in writing from when suspension applies;



- b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
  - c) acknowledge that premiums and cover will be suspended; and
  - d) demonstrate financial hardship to NobleOak's satisfaction.
- 4.2.3 At the end of the suspension period, NobleOak will automatically resume premium collections.
- 4.2.4 No benefits under this PPS Mutual Blood Borne Disease Insurance will be provided for the Life Insured's infection during the period(s) of suspended insurance or in respect to any accident, event, illness or injury that occurs during the suspension and for 90 days after each period ends.
- 4.2.5 Once the selected period of suspended insurance has expired, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Blood Borne Disease Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

## **5 EXCLUSIONS**

NobleOak will not pay the blood borne disease benefit if the Life Insured's infection is a direct or indirect result of, or related to:

- (a) any non-occupational event, including but not limited to sexual activity, intravenous drug use and tattooing;
- (b) an accident occurring after a cure date in respect of that infection, where cure date means a vaccine or treatment has been developed and approved on a certain date, which when applied thereafter renders that infection inactive, non-infectious and therefore cured;
- (c) not taking an approved vaccine prior to the accident that was recommended by the relevant authority for use by the Life Insured in performing their occupation, so as to prevent such an infection;
- (d) An accident or event that occurred before the Blood Borne Disease Insurance commencement date, unless clearly disclosed to and accepted by NobleOak (with or without loadings and/or exclusions). This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date;
- (e) a deliberate self-inflicted infection; and
- (f) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for that Life Insured.

## **6 TERMINATION OF INSURANCE**

In addition to the circumstances set out in rules 30.4 and 30.5, the cover for the Blood Borne Disease Insurance provided in respect of a Life Insured will automatically terminate upon the anniversary date after the Life Insured reaches age 65.

## **7 MINIMUM PREMIUM RATES**

The minimum premium rates for the Blood Borne Disease Insurance Benefit are set out in Schedule 7.1 to this Benefit Appendix. The premium rate tables that are available are:

- a) Level premium rates to age 65 regardless of gender, age and smoking status
- b) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules.

## Benefit Appendix 8

### PPS MUTUAL CHILD INSURANCE

#### 1. DEFINITIONS

1.1 The following defined terms apply to this Benefit Appendix:

“**accident**” means a random and unforeseen event that results in loss, damage or harm, independent of all other causes.

“**Activities of daily living**” means all of the following 5 activities:

1. Dressing – which means putting on and taking off clothing.
2. Toileting – which means using the toilet, which includes getting on and off.
3. Maintaining continence – which means having good control of bowel and bladder functions.
4. Feeding – which means getting food from the plate into the mouth.
5. Mobilising – which means moving from place to place by walking, wheelchair or with the assistance of a walking aid, and getting in and out of bed, a chair or a wheelchair.

“**death benefit**” means the benefit payable under this Benefit Appendix upon the death of the Life Insured.

“**illness**” means an illness or disease.

“**injury**” means an injury to the body caused by an accident.

“**qualifying period**” means the period of time that must elapse from the PPS Mutual Child Insurance commencement date before a Member is eligible to claim a trauma benefit in respect of a Life Insured. The qualifying period is 90 days for those trauma events marked by an asterisk in the trauma events table, otherwise the qualifying period is 0 days. No trauma benefit is payable if the first trauma date of a trauma event occurred during the qualifying period.

The qualifying period also reapplies from the date of any reinstatement and from the date of any non-indexation increase, though only in respect of that increase.

If the PPS Mutual Child Insurance is replacing existing trauma cover provided by NobleOak or another insurer, the qualifying period will be set to 0 days if:

- the existing trauma cover being replaced has been in force for at least 90 days, and all existing qualifying periods on that existing trauma cover have expired;
- the replacement PPS Mutual Trauma Insurance is for the same or lower sum insured than the existing trauma cover, or if higher, then the 90 day qualifying period remains applicable in respect of the excess sum insured over the existing trauma cover;
- the replacement PPS Mutual Trauma Insurance covers the same (or a subset of the) main trauma events as the existing trauma cover;
- the existing trauma cover is cancelled within 7 days of the issue of the replacement PPS Mutual Trauma Insurance; and
- no claim is payable or pending under the existing trauma cover, and the Member or Life Insured is not eligible to make a claim under that existing trauma cover.

**“sum insured”** means the agreed dollar amount of the insurance cover provided to the Member for the death, terminal illness or trauma of the Life Insured as set out in the Certificate of Membership.

**“terminal illness”, “terminally ill”** means:

- a medical practitioner has certified that the Life Insured has suffered from an illness, or has incurred an injury, that is likely to result in the Life Insured’s death within 12 months; and
- NobleOak agrees with that prognosis.

**“trauma benefit”** means the benefit payable under this Benefit Appendix upon the Life Insured suffering a trauma event.

**“trauma date”** means in respect of a trauma event, the earliest of:

- the date that trauma event was diagnosed by a medical practitioner;
- the date that trauma event first became apparent to the Life Insured; and/or
- the date that symptoms of that trauma event were first observed by a medical practitioner or the Life Insured.

**“trauma event”** means an event listed and defined in the trauma event table attached as Appendix 8.1. The trauma event table designates each trauma event as being in one of two lists being:

- the main trauma events; and
- the general trauma events.

## **2. BENEFIT NAME**

- 2.1 The cover provided under this Benefit Appendix is to be known as “PPS Mutual Child Insurance” (or such other name NobleOak may subsequently determine from time to time).
- 2.2 The details of this cover are set out in this Benefit Appendix.
- 2.3 This cover may be provided as ordinary business only.

## **3. ELIGIBILITY REQUIREMENTS**

- 3.1 To be eligible to obtain PPS Mutual Child Insurance, and in addition to rule 19, each proposed Life Insured must at the time of the application be:
  - (a) a child (whether by birth, step, adoption, grand or legal guardianship) of a Life Insured, that Life Insured already being insured (or about to be insured) under another PPS Mutual Benefit;
  - (b) no younger than 2 years of age; and
  - (c) no older than:
    - (i) 18 years of age; or
    - (ii) such other age that NobleOak may determine from time to time.
- 3.2 This Benefit Appendix only applies to Members that have obtained PPS Mutual Child Insurance and the Certificate of Membership shows that PPS Mutual Child Insurance has commenced and not yet terminated for one or more Life Insureds.

## **4. SUM INSURED**

- 4.1.1 The minimum sum insured that NobleOak may provide for a PPS Mutual Child Insurance benefit on an individual Life Insured is \$10,000 (or such other amount that NobleOak may subsequently determine from time to time).
- 4.1.2 The maximum sum insured that NobleOak may provide for a PPS Mutual Child Insurance benefit on an individual Life Insured is \$200,000 (or such other amount that NobleOak may subsequently determine from time to time).
- 4.1.3 The sum insured will be automatically increased each year in accordance with rule 26.
- 4.1.4 The sum insured will be reduced by the amount of any funeral advancement benefit paid for a Life Insured, in accordance with these Rules.
- 4.1.5 The sum insured will be extinguished by the amount of any death benefit, terminal illness benefit or trauma benefit paid for a Life Insured, in accordance with these Rules.

## **5 BENEFITS**

### **5.1 Death Benefit and Terminal Illness Benefit**

- 5.1.1 NobleOak will pay the death benefit where a Life Insured dies, or becomes terminally ill, while that Life Insured is covered for PPS Mutual Child Insurance.
- 5.1.2 The death benefit payable by NobleOak is the amount of the sum insured that applies to the Life Insured on the date of the Life Insured's death or terminal illness. The benefit is payable as a lump sum.
- 5.1.3 Upon payment of the death benefit for a Life Insured, the PPS Mutual Child Insurance for that Life Insured is extinguished.

### **5.2 Funeral Advancement Benefit**

- 5.2.1 NobleOak will pay an advance equal to the lesser of the sum insured and \$25,000 where a Life Insured dies while covered for PPS Mutual Child Insurance.
- 5.2.2 The funeral advance benefit will be paid immediately upon satisfactory evidence of death.
- 5.2.3 The sum insured for that Life Insured will then be reduced by the amount of funeral advancement benefit paid.

### **5.3 Trauma Benefit**

- 5.3.1 NobleOak will pay the PPS Mutual Child Insurance benefit where a Life Insured:
  - suffers a trauma event; and
  - the trauma date for that trauma event occurs after the qualifying period;while that Life Insured is covered for PPS Mutual Child Insurance.
- 5.3.2 The trauma benefit payable by NobleOak is payable as a lump sum equal to the sum insured that applies to that Life Insured on the trauma date for the trauma event, and the PPS Mutual Child Insurance for that Life Insured is extinguished.

## **5.4 Suspending Insurance Benefit**

- 5.4.1 Where the PPS Mutual Child Insurance has been provided for at least 12 months, then at anytime thereafter while the PPS Mutual Child Insurance is current, the Member may request NobleOak to suspend their PPS Mutual Child Insurance due to hardship for one or more periods totaling up to 12 months.
- 5.4.2 In order for NobleOak to approve a suspension period, the Member must in writing:
- a) notify NobleOak of a start date from when suspension applies;
  - b) include the period of suspension, being 3, 6, 9 or 12 months (or any other duration that is pre-approved by NobleOak);
  - c) acknowledge that premiums and cover will be suspended during this period; and
  - d) demonstrate financial hardship to NobleOak's satisfaction.
- 5.4.3 At the end of the suspension period, NobleOak will automatically resume premium collections.
- 5.4.4 No benefits under this PPS Mutual Child Insurance will be provided for any death, terminal illness or trauma that occurs during the suspension period and for 90 days after each suspension period ends.
- 5.4.5 Once 12 months of suspended Insurance have been provided, and if the resumed premiums cannot be collected from the Member, then all benefits under this PPS Mutual Child Insurance will be cancelled in accordance with NobleOak's normal cancellation procedures.

## **5.5 Premium Freeze Benefit**

- 5.5.1 Where stepped premiums apply to this Benefit, the Member may request NobleOak at any time to freeze premiums. This means the sum insured will be adjusted to reflect the amount of cover applicable for the same premium according to the premium rate applicable at the next and subsequent anniversaries.
- 5.5.2 While the premium freeze applies, no automatic increases shall apply.
- 5.5.3 The Member can request NobleOak to unfreeze the premiums at any time, which means the sum insured will be reset to the then current amount, and stepped premiums resuming.

## **5.6 Extension Offer**

- 5.6.1 Where a Life Insured who is covered under PPS Mutual Child Insurance:
- is between ages 18 and 25; and
  - is studying to become a professional,
- then the Member may request NobleOak to extend cover for that Life Insured until the anniversary date after that Life Insured turns 30.
- 5.6.2 The request must be in writing with evidence of the professional study course being satisfactory to NobleOak.

## **5.7 Conversion Offer**

- 5.7.1 Subject to the conditions below, a Life Insured who is covered under PPS Mutual Child Insurance may convert their PPS Mutual Child Insurance to Life Insurance (or

Life Insurance linked with Trauma Insurance), without providing evidence of health, occupation or pastimes.

5.7.2 The conditions of conversion are:

- (a) that Life Insured must be between ages 18 and 25;
- (b) that Life Insured meets the eligibility requirements to become a PPS Mutual Member;
- (c) the request to convert must be in writing from the Life Insured, while still covered under PPS Mutual Child Insurance and include an application for Membership of the PPS Mutual Benefit Fund;
- (d) the sums insured under the Life Insurance (or Life Insurance linked with Trauma Insurance) must be the same or lower than was provided under the PPS Mutual Child Insurance for that Life Insured;
- (e) any exclusions specific to that Life Insured during the PPS Mutual Child Insurance will continue to be applied under the Life Insurance (or Life Insurance linked with Trauma Insurance); and
- (f) the cover provided by NobleOak will be according to the Rules current for PPS Mutual Life Insurance (or PPS Mutual Life Insurance linked with PPS Mutual Trauma Insurance) as at the conversion date.

## 5.8 Continuation Offer

5.8.1 Subject to the conditions below, if the PPS Mutual Benefit to which this PPS Mutual Child Insurance Benefit is attached terminates for any reason, then another parent or guardian can apply to start a new PPS Mutual Benefit with attaching PPS Mutual Child Insurance, without providing evidence of health, occupation or pastimes for that child (or children) Life Insured.

5.8.2 The conditions of application are:

- (a) that other parent or guardian must meet NobleOak's eligibility for membership;
- (b) the adult life to be insured must meet NobleOak's eligibility for the main PPS Mutual Benefit for which cover will apply;
- (c) the adult life to be insured must meet the eligibility requirements to become a PPS Mutual Member;
- (d) the request to convert must be in writing from the other parent or guardian within 60 days of the terminated PPS Mutual Benefit;
- (e) the sums insured under the new PPS Mutual Child Insurance for each Life Insured must be the same or lower than was provided under the terminated PPS Mutual Child Insurance for each Life Insured;
- (f) the Life Insured(s) can only remain covered under the new PPS Mutual Child Insurance, while the other parent or guardian remains covered under the main PPS Mutual Benefit to which it is attached;
- (g) any exclusions specific to each Life Insured during the terminated PPS Mutual Child Insurance will continue to be applied under the new PPS Mutual Child Insurance; and
- (h) the cover provided by NobleOak will be according to the Rules current for PPS Mutual Benefits and PPS Mutual Child Insurance as at the application date.

## **6 EXCLUSIONS**

6.1 NobleOak will not pay any benefit for a Life Insured under the PPS Mutual Child Insurance if the death, terminal illness or trauma event of that Life Insured is due directly or indirectly as a result of, or related to:

- (a) suicide within 13 months of the PPS Mutual Child Insurance commencement date, any reinstatement date or the date of any accepted increase in sum insured, though only for the increased amount (except automatic annual increases);
- (b) an intentional self-inflicted act, including attempted suicide;
- (c) any illegal inflicted act by the Member, parent or guardian of the Life Insured;
- (d) a trauma event occurring or having its trauma date during the qualifying period;
- (e) any illness or injury that occurred or where the trauma date for that illness or injury occurred before the PPS Mutual Child Insurance commencement date, unless clearly disclosed to and accepted by NobleOak (with or without loadings and/or exclusions).

This exclusion also applies to any increases in respect of that increase prior to the increase date, and to any reinstatement prior to the reinstatement date.

- (f) any exclusion that is listed in Appendix X and specifically shown on the Certificate of Membership for a Life Insured.

## **7 TERMINATION OF INSURANCE**

7.1 In addition to the circumstances set out in rules 30.4 and 30.5, the cover for the PPS Mutual Child Insurance provided in respect of a Life Insured will automatically terminate upon:

- death of that Life Insured;
- death of the Member;
- the Member receiving a claim payment on a PPS Mutual Benefit which causes the cover and premiums for that PPS Mutual Benefit and this PPS Mutual Child Insurance to terminate;
- the sum insured being reduced to nil as a result of the payment of another benefit; and/or
- the anniversary date after the Life Insured reaches age 25, or age 30 if the extension offer has been accepted by NobleOak for that Life Insured.

## **8 MINIMUM PREMIUM RATES**

8.1 The minimum premium rates for the PPS Mutual Child Insurance Benefit are set out in Schedule 8.2 to this Benefit Appendix. The premium rate tables that are available are:

- a) Stepped premium rates
- b) Table of Loadings and Discounts
- c) Any other premium rate table or factors that NobleOak decides to apply and as stated in these Rules

## Schedule 8.1

### Trauma Events

The trauma events marked with an asterisk have a 90 day qualifying period.

Trauma Event	Definition of Trauma Event
aplastic anaemia	<p>Permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:</p> <ul style="list-style-type: none"> <li>• blood product transfusion</li> <li>• marrow stimulating agents</li> <li>• immunosuppressive agents, or</li> <li>• bone marrow transplantation.</li> </ul>
bacterial meningitis	<p>The unequivocal diagnosis of Bacterial Meningitis by a consultant neurologist, which is characterised by:</p> <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition; or</li> <li>• an equivalent guide to impairment approved by us; or</li> <li>• total and irreversible inability to perform without the assistance of another person, at least one of the activities of daily living.</li> </ul>
brain damage	<p>Brain damage, as confirmed by a medical practitioner who is a consultant neurologist, which results in a neurological deficit causing a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition.</p>
Cancer*	<p>The presence of one or more malignant tumours (including leukaemia, lymphoma, hodgkin's disease and colorectal cancer from Stage I or Stage II: T1 or T2 with N0 M0) characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.</p> <p>The following cancers are excluded:</p> <ul style="list-style-type: none"> <li>• Conditions classified by their clinical features, cytopathology and/or histopathology as tumours showing the malignant changes of 'carcinoma in situ' or which are histopathologically described as premalignant (Carcinoma in situ of the breast is covered if it results directly in the removal of the entire breast. This procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment). Uterine cervical intraepithelial lesions, cervical dysplasias and cervical intraepithelial neoplasias, including those classified as CIN 1, CIN 2 and CIN 3 are examples of tumours categorised as either being carcinoma in situ and/or premalignant and are excluded.</li> <li>• All hyperkeratosis and basal cell carcinomas, and squamous cell carcinomas of skin unless there has been evidence of metastatic spread.</li> <li>• Prostatic cancers which remain histologically as TNM Classification T1 or are of another equivalent or lower classification and have a Gleason score of 6 or less, unless major interventionist</li> </ul>



Trauma Event	Definition of Trauma Event
	<p>treatment is required to arrest the spread of malignancy.</p> <ul style="list-style-type: none"> <li>• Melanomas which are less than stage T1bN0M0</li> <li>• Chronic Lymphocytic Leukaemia diagnosed as less than RAI Stage 1.</li> </ul>
cardiomyopathy	Impaired ventricular function of variable aetiology resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association (or equivalent) classification of cardiac impairment.
child's loss of independent existence	After reaching seven years of age, the total and irreversible inability to perform at least two of the activities of daily living without the assistance of another person.
chronic kidney failure	End stage renal failure presenting as chronic irreversible failure of both kidneys to function which requires permanent renal dialysis or renal transplantation.
chronic liver disease	End stage liver failure resulting in permanent jaundice, ascites or encephalopathy
chronic lung disease	End stage lung disease requiring permanent and continuous oxygen therapy, and a persistent FEV1 test result of less than one litre.
coma	A state of total unconsciousness and unresponsiveness to all external stimuli, resulting in a Glasgow Coma Scale score of 6 or less and requiring continuous assisted ventilation to maintain life for at least 72 consecutive hours.
encephalitis	<p>An inflammatory disease of the brain resulting in neurological deficit causing:</p> <ul style="list-style-type: none"> <li>• at least 25 per cent impairment of whole person function that is permanent; or</li> <li>• total and permanent inability to perform at least one of the activities of daily living.</li> </ul>
heart attack (myocardial infarction)*	<p>The death of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis must be confirmed by a cardiologist and evidenced by typical rise and/or fall of cardiac biomarker blood test (Troponin T, Troponin I or CK-MB) with at least one level above the 99th percentile of the upper reference limit and one of the following:</p> <ul style="list-style-type: none"> <li>• Acute cardiac symptoms and signs consistent with myocardial infarction (e.g. chest pain);</li> <li>• New serial ECG changes with the development of any of the following: ST elevation or depression, T wave inversion, pathological Q waves or left bundle branch block (LBBB); or</li> <li>• Imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.</li> </ul> <p>If the above tests are inconclusive NobleOak will consider other appropriate and medically recognised tests.</p> <p>NobleOak will not pay under this definition for other acute coronary syndromes including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Angina;</li> <li>• Angina pectoris;</li> </ul>

Trauma Event	Definition of Trauma Event
	<ul style="list-style-type: none"> <li>• Myocyte necrosis classified as micro-infarction;</li> <li>• Acute coronary insufficiency; and</li> <li>• An elective percutaneous procedure for coronary artery disease, which is the sole cause of a rise in cardiac biomarkers.</li> </ul>
intensive care	<p>An illness or injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for 10 consecutive days (24 hours per day) or more in an authorised intensive care unit of an acute care hospital.</p> <p>No benefit shall be payable where the illness or injury is as a result of drug or alcohol intake or other self-inflicted means.</p>
loss of hearing	The total and irreversible loss of hearing in both ears with and without the use of an appropriate aid.
loss of limbs	The total and irreversible loss of the use of two limbs
loss of sight	The permanent loss of sight in both eyes, whether aided or unaided, due to illness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc, as diagnosed by an ophthalmologist.
loss of speech	The total and irrecoverable loss of the ability to produce intelligible speech as a result of illness or injury which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain, as certified by an appropriate medical specialist. Loss of speech due to psychological reasons is excluded.
major head trauma	<p>Head injury caused by an accident resulting in neurological deficit causing:</p> <ul style="list-style-type: none"> <li>• a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' 6th edition; or</li> <li>• total and permanent inability to perform at least one of the activities of daily living.</li> </ul>
major organ or bone marrow transplant	<p>The Life Insured is the recipient of an organ transplant or is on the waiting list to receive one of the following organs:</p> <ul style="list-style-type: none"> <li>• heart,</li> <li>• kidney,</li> <li>• liver,</li> <li>• lung,</li> <li>• pancreas,</li> <li>• small bowel, or</li> <li>• the transplantation of bone marrow.</li> </ul> <p>The transplant must be considered the appropriate and necessary treatment.</p>
medically acquired HIV	<p>The infection with Human Immunodeficiency Virus (HIV), which on the balance of probabilities arose from an accident during one of the following medical procedures:</p> <ul style="list-style-type: none"> <li>• transfusion of blood or blood products;</li> <li>• organ transplant;</li> </ul>

Trauma Event	Definition of Trauma Event
	<ul style="list-style-type: none"> <li>• assisted reproduction techniques; or</li> <li>• other medical procedure or operation performed by a doctor or at a registered medical facility.</li> </ul> <p>The procedure must have been performed by a registered health professional and have occurred in Australia.</p> <p>NobleOak requires a statement from the appropriate Statutory Health Authority that provides documented proof of the accident and confirms that the infection is medically acquired.</p> <p>A trauma claim for medically acquired HIV will not be payable if:</p> <ul style="list-style-type: none"> <li>• HIV infection is caused by any other means, including sexual activity or recreational intravenous drug use; or</li> <li>• a treatment is developed and approved which renders the HIV virus inactive and non-infectious.</li> </ul>
muscular dystrophy	Unequivocal diagnosis of muscular dystrophy confirmed by a consultant neurologist, which causes progressive and selective degeneration and weakness of voluntary muscles.
open heart surgery	The undergoing of a thoracotomy (excluding keyhole surgeries) for treatment of cardiac defect, cardiac aneurysm or benign cardiac tumour.
out of hospital cardiac arrest*	<p>Cardiac Arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:</p> <ul style="list-style-type: none"> <li>• cardiac asystole; or</li> <li>• ventricular fibrillation with or without ventricular tachycardia.</li> </ul>
Paralysis	<p>The total and irreversible loss of the use of two limbs, where a limb is defined as the shoulder down to the hand or the hip down to the foot.</p> <p>Paraplegia, Quadriplegia, Tetraplegia, Diplegia and Hemiplegia are included in this definition.</p>
primary pulmonary hypertension	<p>primary pulmonary arterial hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class 3 of the New York Heart Association classification of cardiac impairment.</p> <p>Pulmonary Hypertension secondary to other disorders such as chronic lung disease, medications, thromboembolic disease and left ventricular failure is specifically excluded. Other forms of hypertension (involving increased blood pressure) are specifically excluded.</p>
severe benign brain tumour	<p>The diagnosis of a non-cancerous tumour in either the brain tissue or between the brain tissue and the cranium giving rise, either directly or indirectly to symptoms of local neurological tissue damage such as seizures, sensory impairment and motor impairment and results in the Life Insured either:</p> <ul style="list-style-type: none"> <li>• suffering a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication Guides to the Evaluation of Permanent Impairment, 6th edition; or</li> <li>• if the Life Insured is older than 7, being permanently unable to perform at least one of the activities of daily living without the physical assistance of someone else.</li> </ul>
severe burns	Tissue injury caused by thermal, electrical or chemical agents causing full thickness burns to:

Trauma Event	Definition of Trauma Event
	<ul style="list-style-type: none"> <li>• 20% or more of the body surface area as measured by the 'Rule of Nines' or the Lund and Browder Body Surface Chart;</li> <li>• 50% or more of both hands, requiring surgical debridement and/or grafting;</li> <li>• 50% or more of both feet, requiring surgical debridement and/or grafting;</li> <li>• 50% or more of the face, requiring surgical debridement and/or grafting; or</li> <li>• the whole of the skin of the genitalia, requiring surgical debridement and/or grafting.</li> </ul>
Stroke*	<p>An infarction of the central nervous system tissue causing permanent neurological deficit, as evidenced by:</p> <ul style="list-style-type: none"> <li>• neuro imaging; and</li> <li>• the unequivocal diagnosis by a specialist consultant neurologist.</li> </ul> <p>Transient ischaemic attacks, cerebral events due to reversible neurological deficits, migraine, hypoxia or trauma and vascular disease affecting the eye, optic nerve or vestibular functions are excluded.</p>