

AXA's Elevate

# Your upgrade



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redefining / insurance



## Contents

1 Your upgrade	2
2 Life insurance	3
3 Trauma insurance	4
4 Total and Permanent Disability (TPD) insurance	6
5 Income insurance	7
6 Business expenses insurance	7
7 Glossary of terms	8

### **This upgrade document is applicable to:**

Life, trauma, TPD, income and business expenses insurance products from:

- AXA/AC&L Insurance (on sale from 25 July 2005 to 16 August 2009), and
- AXA's Elevate (on sale from 17 August 2009).

Note: There are instances where an upgrade is available to products outside of the range above. Where this occurs an explanation is provided under the relevant definition/benefit.

### **Throughout this document the following symbols have been used:**

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<b>S</b>	<b>Superannuation</b>
	Indicates that the benefit/option/definition is only available on plans issued by the Trustee being the Life Insurance Superannuation Plan and the Income Insurance Superannuation Plan.
<b>NS</b>	<b>Non-superannuation</b>
	Indicates that the benefit/option/definition is not available to plans issued by the Trustee.
<b>S NS</b>	<b>Superannuation and non-superannuation</b>
	Indicates that the benefit/option/definition is available to both superannuation plans issued by the Trustee and non-superannuation policies.

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## 1 Your upgrade

When we upgrade or improve the features of our product range, we may pass some or all of those changes on to existing plan holders. Improvements are automatic – there is nothing you need to do.

These upgrades provide improvements to your plan including additional benefits and improved definitions. You will still retain your existing terms and conditions, and continue to pay the premium rates for your existing plan. Any upgrades and/or changes to your plan definitions will always be reviewed at claim time to ensure you are assessed using the definition that benefits you most. This means that if a definition or benefit from your original plan is more beneficial to you, you will still be eligible to claim under your original plan definitions.

### Pre-existing condition

If you are suffering a pre-existing condition at the time the upgrade is provided, the upgrade will not apply when assessing any claim affected by that pre-existing condition.

### What do I need to do?

While you don't need to do anything to receive these upgrades to your plan, we recommend that you read the information included in this document, so that you understand the new features of your plan. We also suggest you file this information with your plan document for future reference.

### Who do I call if I have any questions?

If you have any questions about the changes to your plan, please call your financial adviser or our Customer Service Centre on 132 987.

## Overview of the changes to your plan

On 19 September 2011 we provided your existing plan with a substantial range of new and updated benefits from our current on-sale insurance product range. For each life, trauma, TPD, income insurance and business expenses plan or option you currently have that is being upgraded, you will receive all the upgraded benefits and definitions listed in the appropriate sections of this upgrade booklet, even if your current policy does not include those benefits or definitions.

Life insurance plans and options will benefit from:

- improved Future insurability benefit
- advancement of funeral expenses.\*

Trauma insurance plans and options will benefit from:

- improved Future insurability benefit
- improved trauma definitions including:
  - coma
  - benign brain tumour
  - severe burns
- enhanced cancer early payment definition.

TPD insurance plans and options (including Activities of Daily Living [ADL] TPD) will benefit from:

- improved Future insurability benefit.

Income insurance plans will benefit from:

- attempted return to work for periods greater than 30 days
- improved trauma definitions under Specific injuries and sicknesses benefit, including:
  - coma
  - benign brain tumour
  - severe burns.

Business expenses insurance plans will benefit from:

- attempted return to work for periods greater than 30 days.

Please note that where we refer to 'you' or 'your' we are referring to the person who is insured as detailed in the plan schedule.

Some words in this document have a particular meaning. These 'defined terms' are shown in bold italics and their meaning is explained in the 'Glossary of terms' section.

\* This upgrade is available for life insurance products from the:

- AC&L Living Security Program (on sale from 1 October 1995 to 25 July 2005)
- AXA Risk Protection Package (on sale from 28 October 1994 to 25 July 2005)
- AXA/AC&L Insurance (on sale from 25 July 2005 to 16 August 2009)
- AXA's Elevate (on sale from 17 August 2009).

## 2 Life insurance

### Future insurability benefit S NS

This benefit allows you to increase your insurance benefit amount once in any 12 month period. Increases to your insurance benefit amount made under the Future insurability benefit amount are not subject to providing health evidence.

The increase must be applied for in the period commencing on the date a specified personal or business event occurred and ending 30 days following the first policy anniversary after that event. Your eligibility to apply for an increase under this benefit will expire on your 55th birthday.

*Events covered under specified personal events are:*

- marriage or registering a *de facto relationship*
- on the first anniversary of a *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- divorce or registering a *separation* from a marriage or registered *de facto relationship*
- on the first anniversary of *separating* from a marriage or *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- effecting a mortgage for the first time or increasing a mortgage
- birth or adoption of a child
- becoming a carer for the first time
- promotion or commencement of a new employment arrangement (where your base salary [not taking into account salary packaging arrangements] increases by at least \$10,000 and 10 per cent).

You cannot apply for more than one increase if you marry or enter into a *de facto relationship*, or divorce or separate from a marriage or a *de facto relationship*, with the same person more than once.

You will be required to provide evidence that is acceptable to us and supports the increase to your benefit.

Marriage is evidenced by a certified copy of the marriage certificate.

The first anniversary of the commencement of a *de facto relationship* is evidenced by:

- a certified copy of the registration certificate of a *de facto relationship*, or
- a signed Statutory Declaration confirming you are in a *de facto relationship* where the first anniversary occurs on or after the commencement date shown in your schedule.

Divorce is evidenced by a certified copy of the divorce order.

The first anniversary of the permanent *separation* from a marriage or a *de facto relationship* is evidenced by:

- a certified copy of the separation certificate of a marriage or a *de facto relationship*, or
- a signed Statutory Declaration confirming the first anniversary of the *separation* from the marriage or the *de facto relationship* occurred on or after the commencement date shown in your schedule.

*Events covered under specified business events:*

- business succession planning – increase in the *value* of the *business* or in the insured's shareholding
- key person insurance – increase in the value of the key person to the business
- loan guarantee – increase in business loans.

You will be required to provide financial evidence that is acceptable to us and supports the increase to your benefit.

*How much additional cover you can purchase*

The maximum amount of increase for any one event will be limited to the lowest of:

- 25 per cent of the sum insured
- \$200,000
- where the increase relates to a mortgage, the amount of the mortgage or the increase to the mortgage, or
- where the increase relates to a promotion or commencement of a new employment arrangement, 10 times the salary increase.

The maximum amount of additional insurance for each cover type you can purchase in total for all increases is the lower of:

- the original sum insured, and
- \$1,000,000.

The future insurability benefit cannot be exercised if at the time of your application:

- the insured has previously been accepted by us with a medical loading greater than 50 per cent under a policy held with us, or
- the insured is currently entitled to make, or has made, a claim for a terminal illness, TPD or trauma benefit under a policy held with us.

For the first six months from the date of the increase, we will only pay the amount of the increased benefit in the event of:

- accidental death
- accidental total and permanent disability (caused by violent, accidental, external and visible means), or
- the life insured suffering an accidental trauma event.

This benefit will expire on your 55th birthday. The specified event for which you are applying for an increase must occur before your 55th birthday.

De facto relationship means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

Separation or separating means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a *de facto relationship*, ceasing to be in that *de facto relationship* for a period of 12 months.

### Advancement of funeral expenses benefit\* NS

This benefit provides the policy owner, the nominated beneficiaries or your estate with an advance payment in order to meet funeral expenses.

If we pay an advance payment, then the life insurance benefit amount will be reduced by the amount paid for funeral expenses.

The amount payable is the lower of:

- \$20,000, or
- the sum insured.

This benefit is not payable if the death is due to suicide within the first 13 months from the commencement or reinstatement of cover.

An advancement of funeral expenses is payable on the receipt of the death certificate or other proof of death that is acceptable to AXA.

The advance payment is not an admission of liability to pay the full life insurance benefit.

## 3 Trauma insurance

### Future insurability benefit NS

This benefit allows you to increase your insurance benefit amount once in any 12 month period. Increases to your insurance benefit amount made under the Future insurability benefit amount are not subject to providing health evidence.

The increase must be applied for in the period commencing on the date a specified personal or business event occurred and ending 30 days following the first policy anniversary after that event. Your eligibility to apply for an increase under this benefit will expire on your 55th birthday.

*Events covered under specified personal events are:*

- marriage or registering a *de facto relationship*
- on the first anniversary of a *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- divorce or registering a *separation* from a marriage or registered *de facto relationship*
- on the first anniversary of *separating* from a marriage or *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- effecting a mortgage for the first time or increasing a mortgage
- birth or adoption of a child
- becoming a carer for the first time
- promotion or commencement of a new employment arrangement (where your base salary [not taking into account salary packaging arrangements] increases by at least \$10,000 and 10 per cent).

You cannot apply for more than one increase if you marry or enter into a *de facto relationship*, or divorce or separate from a marriage or a *de facto relationship*, with the same person more than once.

You will be required to provide evidence that is acceptable to us and supports the increase to your benefit.

Marriage is evidenced by a certified copy of the marriage certificate.

The first anniversary of the commencement of a *de facto relationship* is evidenced by:

- a certified copy of the registration certificate of a *de facto relationship*, or
- a signed Statutory Declaration confirming you are in a *de facto relationship* where the first anniversary occurs on or after the commencement date shown in your schedule.

Divorce is evidenced by a certified copy of the divorce order.

The first anniversary of the permanent *separation* from a marriage or a *de facto relationship* is evidenced by:

- a certified copy of the separation certificate of a marriage or a *de facto relationship*, or
- a signed Statutory Declaration confirming the first anniversary of the *separation* from the marriage or the *de facto relationship* occurred on or after the commencement date shown in your schedule.

*Events covered under specified business events:*

- business succession planning – increase in the *value* of the *business* or in the insured's shareholding
- key person insurance – increase in the value of the key person to the business
- loan guarantee – increase in business loans.

You will be required to provide financial evidence that is acceptable to us and supports the increase to your benefit.

### How much additional cover you can purchase

*The maximum amount of increase for any one event will be limited to the lowest of:*

- 25 per cent of the sum insured
- \$200,000
- where the increase relates to a mortgage, the amount of the mortgage or the increase to the mortgage, or
- where the increase relates to a promotion or commencement of a new employment arrangement, 10 times the salary increase.

The maximum amount of additional insurance for each cover type you can purchase in total for all increases is the lower of:

- the original sum insured, and
- \$1,000,000.

The Future insurability benefit cannot be exercised if at the time of your application:

- the insured has previously been accepted by us with a medical loading greater than 50 per cent under a policy held with us, or
- the insured is currently entitled to make, or has made, a claim for a terminal illness, TPD or trauma benefit under a policy held with us.

\* This upgrade is available for life insurance products from the:  
• AC&L Living Security Program (on sale from 1 October 1995 to 25 July 2005)  
• AXA Risk Protection Package (on sale from 28 October 1994 to 25 July 2005)  
• AXA/AC&L Insurance (on sale from 25 July 2005 to 16 August 2009)  
• AXA's Elevate (on sale from 17 August 2009).

For the first six months from the date of the increase, we will only pay the amount of the increased benefit in the event of:

- accidental death
- accidental total and permanent disability (caused by violent, accidental, external and visible means), or
- the life insured suffering an accidental trauma event.

This benefit will expire on your 55th birthday. The specified event for which you are applying for an increase must occur before your 55th birthday.

De facto relationship means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

Separation or separating means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a *de facto relationship*, ceasing to be in that *de facto relationship* for a period of 12 months.

### Benign brain tumour NS

A non-cancerous tumour in the brain that gives rise to characteristic symptoms of increased intracranial pressure such as papilledema, mental symptoms, seizures and sensory impairment.

The tumour must result in neurological deficit, where:

- there is at least 25 per cent permanent impairment of whole body function, or
- cranial surgery is required for its treatment.

The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI. The following are excluded:

- cysts
- granulomas
- malformations in or of the arteries or veins of the brain
- haematomas, and
- tumours in the pituitary gland or spine.

### Coma NS

Coma means the failure of cerebral function as shown by total unresponsiveness to all external stimuli persisting continuously with the use of a life support system for a period of at least three days.

### Severe burns NS

Severe burns means third degree burns to:

- 20 per cent or more of the body surface as measured by the Lund and Browder Body Surface chart (or equivalent classification), or
- 50 per cent or more of the face requiring surgical debridement and/or grafting, or
- 50 per cent of both hands or both feet requiring surgical debridement and/or grafting.

### Cancer early payment<sup>†</sup> NS

Cancer as defined in this policy means an abnormal growth of cells that is confirmed on pathology tests to include the uncontrolled spread of malignant cells and the invasion and destruction of normal tissue.

Carcinoma in situ means new growth of malignant cells in a specific location that have not yet invaded normal tissues and have been diagnosed by biopsy.

The conditions defined below are not eligible for a full benefit payment but we will make an early payment of the greater of 20 per cent of the benefit or \$10,000, up to a maximum of \$100,000.

- Melanomas that are both less than Clark Level 3 and less than 1.5 mm in thickness
- Prostate tumours classified as T1a or T1b under the TNM (or equivalent) classification system with either a Gleason score less than 6, or where major interventionist therapy is not required
- Carcinoma in situ of the penis classified as TNM stage Tis where the cancer cells do not penetrate the basement membrane nor invade the surrounding tissues and the tumour requires surgical excision
- Carcinoma in situ of one or both testes where the cancer cells do not penetrate the basement membrane nor invade the surrounding tissue and the tumour is classified as TNM stage Tis
- Carcinoma in situ of the perineum where the tumour is classified as stage Tis under the TNM (or equivalent classification) system
- Carcinoma in situ of the breast where the tumour is classified as TNM stage Tis
- Carcinoma in situ of the vulva, vagina or fallopian tube where the tumour is classified as stage Tis under the TNM (or equivalent) classification system
- Carcinoma in situ of the cervix that is classified as TNM stage Tis or CIN 3 grading

<sup>†</sup> Only applies to Trauma Plus Plan/options.

- Carcinoma in situ of the ovary where the tumour is classified as stage Tis under the TNM (or equivalent) classification system
- Carcinoma in situ of the uterus where the tumour is classified as stage Tis under the TNM (or equivalent) classification system.

We will make a payment of 100 per cent of the benefit in the following circumstances:

- If a prostate tumour is classified under the TNM (or equivalent) classification system as:
  - T1c or above, or
  - T1a or T1b with a Gleason score of 6 or above, or
  - T1a or T1b and is considered untreatable or if the person insured is required to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment
- Carcinoma in situ of the testicle, where one or both testes are removed by radical orchidectomy.

Where a partial payment is made for a cancer early payment condition, the trauma benefit is reduced by the amount paid. We will pay a partial benefit once only for each cancer early payment condition.

We will, however, make subsequent partial payments for cancer early payment conditions, as long as we have not already made a payment for the same condition.

The total of all claim payments must not exceed the trauma benefit insured.

The following are excluded:

- tumours that occur within the 90 day qualifying period, and
- tumours that recur outside the 90 day qualifying period unless the recurrence can be shown to be unrelated.

## 4 Total and Permanent Disability (TPD) insurance\*

### Future insurability benefit

This benefit allows you to increase your insurance benefit amount once in any 12 month period. Increases to your insurance benefit amount made under the Future insurability benefit amount are not subject to providing health evidence.

The increase must be applied for in the period commencing on the date a specified personal or business event occurred and ending 30 days following the first policy anniversary after that event. Your eligibility to apply for an increase under this benefit will expire on your 55th birthday.

*Events covered under specified personal events are:*

- marriage or registering a *de facto relationship*
- on the first anniversary of a *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- divorce or registering a *separation* from a marriage or registered *de facto relationship*
- on the first anniversary of *separating* from a marriage or *de facto relationship* where that anniversary occurs on or after the date the person insured was covered by this policy
- effecting a mortgage for the first time or increasing a mortgage
- birth or adoption of a child
- becoming a carer for the first time
- promotion or commencement of a new employment arrangement (where your base salary [not taking into account salary packaging arrangements] increases by at least \$10,000 and 10 per cent).

You cannot apply for more than one increase if you marry or enter into a *de facto relationship*, or divorce or separate from a marriage or a *de facto relationship*, with the same person more than once.

You will be required to provide evidence that is acceptable to us and supports the increase to your benefit.

Marriage is evidenced by a certified copy of the marriage certificate.

The first anniversary of the commencement of a *de facto relationship* is evidenced by:

- a certified copy of the registration certificate of a *de facto relationship*, or
- a signed Statutory Declaration confirming you are in a *de facto relationship* where the first anniversary occurs on or after the commencement date shown in your schedule.

Divorce is evidenced by a certified copy of the divorce order.

The first anniversary of the permanent *separation* from a marriage or a *de facto relationship* is evidenced by:

- a certified copy of the separation certificate of a marriage or a *de facto relationship*, or
- a signed Statutory Declaration confirming the first anniversary of the *separation* from the marriage or the *de facto relationship* occurred on or after the commencement date shown in your schedule.

*Events covered under specified business events:*

- business succession planning – increase in the *value* of the *business* or in the insured's shareholding
- key person insurance – increase in the value of the key person to the business
- loan guarantee – increase in business loans.

You will be required to provide financial evidence that is acceptable to us and supports the increase to your benefit.

\* Includes ADL TPD insurance.

## How much additional cover you can purchase

The maximum amount of increase for any one event will be limited to the lowest of:

- 25 per cent of the sum insured
- \$200,000
- where the increase relates to a mortgage, the amount of the mortgage or the increase to the mortgage, or
- where the increase relates to a promotion or commencement of a new employment arrangement, 10 times the salary increase.

The maximum amount of additional insurance for each cover type you can purchase in total for all increases is the lower of:

- the original sum insured, and
- \$1,000,000.

The future insurability benefit cannot be exercised if at the time of your application:

- the insured has previously been accepted by us with a medical loading greater than 50 per cent under a policy held with us, or
- the insured is currently entitled to make, or has made, a claim for a terminal illness, TPD or trauma benefit under a policy held with us.

For the first six months from the date of the increase, we will only pay the amount of the increased benefit in the event of:

- accidental death
- accidental total and permanent disability (caused by violent, accidental, external and visible means), or
- the life insured suffering an accidental trauma event.

This benefit will expire on your 55th birthday. The specified event for which you are applying for an increase must occur before your 55th birthday.

De facto relationship means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

Separation or separating means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a *de facto relationship*, ceasing to be in that *de facto relationship* for a period of 12 months.

## 5 Income insurance

### Attempted return to work during the waiting period<sup>†</sup> NS

#### Where 14 or 30 day waiting periods apply

If you return to work during the *waiting period* in a full-time capacity for five consecutive days or less, we will extend the *waiting period* by the number of days you return to work in a full-time capacity. If you return to work during the *waiting period* in a full-time capacity for more than five consecutive days, the *waiting period* starts again.

#### Where 60, 90, 180, 365 or 720 day waiting periods apply

If you return to work during the *waiting period* in a full-time capacity for 10 consecutive days or less, we will extend the *waiting period* by the number of days you return to work in a full-time capacity. If you return to work during the *waiting period* in a full-time capacity for more than 10 consecutive days, the *waiting period* starts again.

### Specific injuries and sicknesses benefit NS

#### Income Insurance Premier Plan, Income Insurance Professional Plan, Income Insurance Plus Plan and Income Insurance Plan

The following trauma definitions have been enhanced, as detailed in the trauma insurance section of this document:

- coma
- benign brain tumour
- severe burns.

## 6 Business expenses insurance

### Attempted return to work during the waiting period NS

#### Where 14 or 30 day waiting periods apply

If you return to work during the *waiting period* in a full-time capacity for five consecutive days or less, we will extend the *waiting period* by the number of days you return to work in a full-time capacity. If you return to work during the *waiting period* in a full-time capacity for more than five consecutive days, the *waiting period* starts again.

#### Where 60 or 90 day waiting periods apply

If you return to work during the *waiting period* in a full-time capacity for 10 consecutive days or less, we will extend the *waiting period* by the number of days you return to work in a full-time capacity. If you return to work during the *waiting period* in a full-time capacity for more than 10 consecutive days, the *waiting period* starts again.

<sup>†</sup> Not available for Income Insurance Senior Professionals and Income Insurance Senior Plans.

## 7 Glossary of terms

*business* means the entity on which we based our underwriting at the time you applied for this option.

*de facto relationship* means:

- a relationship between two persons (whether of the same sex or different sexes) that is registered under a law of a State or Territory of Australia, or
- a relationship between two persons (whether of the same sex or different sexes) who, although not legally married to each other, live with each other on a genuine domestic basis in a relationship as a couple.

*separation* or *separating* means:

- in the case of marriage, not living as a married couple for a period of 12 months, whether or not an application for divorce has been made, or
- in the case of a *de facto relationship*, ceasing to be in that *de facto relationship* for a period of 12 months.

*value* means a valuation of the business based on the same method of valuation for the business we used when you applied for this option.

*waiting period* means the length of time that must expire before we will commence paying a benefit. Unless otherwise specified, the waiting period starts on the day the person insured is certified by a medical practitioner as being totally or partially disabled. Some benefits are payable during the waiting period. Where benefits are payable during the waiting period, this is described in the relevant clauses of this plan document. The schedule specifies the waiting period that has been selected.



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