



Bar Association Group Life Scheme

Policy Number 3458 Pool

Group Life Policy Document

Effective 1 July 2015

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MetLife Insurance

Group Life Insurance Policy

In consideration of receiving from the Policy Owner premiums as and when they fall due, we shall subject to these terms and conditions of this Policy pay to the Policy Owner the individual amounts of insurance set out in this Policy.

Definitions

For the purpose of this Policy the following important definitions apply:

Active Employment means a person who is Employed by the Employer and in our opinion is capable of performing their identifiable duties without restriction by any Illness or Injury for at least 35 hours per week (whether or not they are actually working those hours).

Annual Review Date means the "Annual Review Date" stated in the Policy Schedule.

At Work means actively performing all the duties of their Occupation, working their usual hours free from any limitation due to Illness or Injury and not entitled to or receiving income support benefits of any kind.

Australian Resident means:

- (a) a person who resides in Australia and is either an Australian citizen or the holder of a permanent visa as identified by the Australian Department of Immigration and Citizenship; or
- (b) is a citizen of New Zealand and the holder of a Special Category Visa while residing in Australia indefinitely.

Automatic Acceptance Limit means the amount determined by us and notified to the Policy Owner from time to time as stated in the Policy Schedule for which we may accept a person for Insured Cover without application.

Benefit means one or more of the following benefits as the context of this Policy requires; Death Benefit, Total and Permanent Disablement Benefit, Interim Accident Benefit or Terminal Illness Benefit.

Commencement Date means the "Commencement Date" stated in the Policy Schedule.

Covered Person means a person who meets the Eligibility Conditions and is accepted by us for insurance cover in accordance with the provisions of this Policy.

Date of Certification means one of the following as indicated in the Policy Schedule:

- (a) the later of the two dates on which two Medical Practitioners, jointly or separately, inform the Covered Person that the Covered Person suffers from a Terminal Illness where at least one of the Medical Practitioners is a Medical Specialist practising in an area related to the Terminal Illness. The Date of Certification must be confirmed by each of the Medical Practitioners in the form prescribed by us;
- (b) the later of the dates on which two Medical Practitioners complete the form prescribed by us certifying in writing, jointly or separately, that the Covered Person suffers from a Terminal

Illness, where at least one of the Medical Practitioners is a Medical Specialist practising in an area related to the Terminal Illness.

Date of Disablement means the later of the date on which a Medical Practitioner examines and certifies in writing that the Covered Person is disabled and the Covered Person ceases all work.

Death Benefit means the benefit payable for death under clause 5.

Due Date means the premium "Due Date" stated in the Policy Schedule.

Eligibility Conditions means "Eligibility Conditions" stated in the Policy Schedule that detail how a person can become eligible for Insured Cover.

Employed or Employment means earning an income as a Self-Employed person.

Employer means an employer who engages the Covered Person in their principal Occupation and can include the Covered Person if they are Self-Employed.

Fund means the "Fund" stated in the Policy Schedule.

Government Charges means any fee, charge, levy or tax payable to a government body or other public authority in relation to this Policy and includes stamp duty, other duties, fees, taxes and other charges.

Illness means sickness, disease or disorder.

Incident Date means:

- (a) in respect of a Total and Permanent Disablement claim, the Date of Disablement;
- (b) in respect of a Death claim, the date of death; and
- (c) in respect of a Terminal Illness claim, the Date of Certification.

Injury means bodily injury which is caused solely and directly by external, violent and accidental means and is independent of any other cause.

Insured Cover means the "Insured Cover" stated in the Policy Schedule which details the amount of insurance cover held by a Covered Person.

Interim Accident means Death or Total and Permanent Disablement as a result of bodily Injury where Death or Total and Permanent Disablement occurs whilst the person is covered for the Interim Accident Cover.

Interim Accident Benefit means the benefit payable under clause 6.2 in respect of Interim Accident Cover.

Interim Accident Cover means the cover provided under clause 6 whilst a person is being assessed by us for additional cover that is not accepted under automatic acceptance terms.

Leave of Absence means any period of absence by the Covered Person for one of the purposes identified in clause 8.1.

Maximum Benefit means the "Maximum Benefit" stated in the Policy Schedule which is the maximum sum insured that will be paid under this Policy for any Illness or Injury.

Maximum Entry Age means the maximum age a person can be to be eligible for cover, as stated in the Policy Schedule.

Maximum Insurable Age means the "Maximum Insurable Age" stated in the Policy Schedule which shows the maximum age for which a person can hold Insured Cover.

Medical Practitioner means:

- (a) a person who is registered and practising as a medical practitioner in Australia; or
- (b) a person who, in our opinion and absolute discretion, is:
 - (i) appropriately qualified and practising medicine in their country; and
 - (ii) registered with the body responsible for the registration of medical practitioners in the person's jurisdiction where they are practising.

A Medical Practitioner cannot be someone who is:

- (a) a Covered Person;
- (b) a Covered Person's parent, child or sibling;
- (c) a Covered Person's spouse or partner, as determined by us in our absolute discretion; or
- (d) a Covered Person's business partner, associate or employee.

Medical Specialist means a medical practitioner with a qualification awarded by, or which equates to that awarded by, the relevant specialist professional college in Australia to treat certain conditions.

New Events Cover means the person is only covered for an Illness that first becomes apparent, or an Injury that first occurs, on or after the date cover commenced.

Occupation means the employment or activity in which the person/Covered Person is principally Employed by the Employer.

Participating Association means one of the "Participating Associations" listed in the Policy Schedule.

Policy means this group life insurance policy, including any Policy Schedule, as amended by us from time to time in writing under clause 18.

Policy Owner means the "Policy Owner" named in the Policy Schedule.

Policy Schedule means any document issued to the Policy Owner which forms part of the terms and conditions of this Policy.

Practicing Certificate means certificates issued by the Participating Association for practice in the private bar.

Premium Guarantee Period means the "Premium Guarantee Period" stated in the Policy Schedule.

Previous Policy means a group insurance policy, as identified in the First Schedule of this Policy, providing group insurance cover that was in-force the day immediately preceding the Commencement Date and which, this Policy is replacing

Rate of Premium means “Rate of Premium” stated in the Policy Schedule.

Self-Employed means an individual who:

- (a) directly or indirectly owns part or all of their business or professional practice; and
- (b) is earning an income from that business or professional practice.

Special Category Visa has the meaning ascribed to it by section 32 of the *Migration Act 1958* (Cth).

Special Conditions means variations and modifications to the Policy agreed by us and detailed in the Policy Schedule.

Terminal Illness means:

- (a) a Covered Person suffering from an Illness that despite reasonable medical treatment will lead to the Covered Person’s death within 12 months of the Date of Certification; and
- (b) we are satisfied, on medical or other evidence, that despite reasonable medical treatment the Illness will lead to the Covered Person’s death within 12 months of the Date of Certification referred to in paragraph (a).

The Illness from which the Covered Person suffers must occur, and the Date of Certification must be made while the Covered Person is covered under this Policy.

Terminal Illness Benefit means the benefit payable for Terminal Illness under clause 5.

Total and Permanent Disablement (TPD) means the definition detailed in the Policy Schedule at clause 14.

Total and Permanent Disablement Benefit means the benefit payable for Total and Permanent Disablement under clause 5.

Trust Deed means any other declaration of trust when the Policy Owner holds any Benefits payable under this Policy as a trustee.

War includes an act of war (whether declared or not), revolution, invasion, rebellion or civil unrest.

we/our/us means MetLife Insurance Limited ABN 75 004 274 882 AFSL No. 238096 Level 9, 2 Park Street, Sydney, New South Wales.

1. Eligibility as a Covered Person

1.1 Eligibility for Cover

To be eligible for cover under this Policy, a person must:

- (a) be Employed by the Employer;
- (b) be a member of a Participating Association;
- (c) be an Australian Resident or holder of a temporary work visa subclass 457 issued by the Australian Department of Immigration and Citizenship; and
- (d) satisfy any further criteria they must meet to obtain cover which is specified under Eligibility Conditions in the Policy Schedule that applies to them.

1.2 Automatic Acceptance Limit Criteria

Unless we agree in writing otherwise cover can only come into effect in relation to a person who satisfies the eligibility criteria set out in condition 1.1 for an amount up to the Automatic Acceptance Limit that applies to them when each of the following are satisfied at all times:

- (a) at least 75% of the persons who meet the Eligibility Conditions are Covered Persons;
- (b) there are clearly defined categories of membership which ensure that persons cannot directly or indirectly choose their level of cover without our written consent;
- (c) there is a clearly defined objective formula for determining the amount of cover for all persons.

1.3 Automatic Acceptance - When will it apply to a person's cover?

We will automatically accept any person for cover up to the Automatic Acceptance Limit, who:

- (a) is eligible under clause 1.1 and clause 0;
- (b) satisfies the Eligibility Conditions referred to in the Policy Schedule; and
- (c) is no older than the Maximum Entry Age.

If the person is not in Active Employment on the date cover commences under Automatic Acceptance in accordance with clause 2.3 then New Events Cover will apply until the Covered Person is in Active Employment for 30 consecutive days.

1.4 Level of Cover - Persons who are eligible for cover by way of Automatic Acceptance

Each Covered Person accepted under clause 1.3 shall be entitled to cover in respect of Death, Terminal Illness and Total and Permanent Disablement provided under this Policy equal to the lesser of the Insured Cover and the Automatic Acceptance Limit.

1.5 Underwritten Cover - Persons who are not eligible for cover by way of Automatic Acceptance

We may, at our absolute discretion and on such terms and conditions as we require accept for cover any person who satisfies the Eligibility Conditions and who is not accepted under clause 1.3 for each Benefit provided under this Policy up to the Maximum Benefit.

1.6 **Non-Automatic Acceptance Criteria**

In determining whether or not we shall accept any person or Covered Person for cover under clause 1.5, we will consider the person's insurability.

To enable us to consider the person's insurability, a personal statement and declaration of health must be completed by the person and any other information which we reasonably require must be provided.

The Policy Owner acknowledges that we will be relying on the information disclosed to us in accordance with this clause, including any declarations made by the person concerned, in determining whether to accept that person for cover or provide cover for an amount which exceeds the Automatic Acceptance Limit.

We will notify the Policy Owner of our decision in relation to an application under clause 1.5, including any special terms or conditions which will apply.

1.7 **Opt-Out**

A Covered Person may opt-out at any time after turning 55 years of age by submitting the request in writing to the relevant Participating Association.

Where the request to opt-out is received by the Participating Association within 60 days of cover first commencing for that person then any premium payments deducted in respect of this cover will be refunded to the Policy Owner and all cover will be deemed not to have ever commenced under this Policy. As a result, no claims will be considered against the cover that the member has opted-out from.

Where the request to opt-out is received more than 60 days after the cover first commencing for that person the opt-out or reduction will only be effective from the last day that the current premium payment has been made to and there will be no refund of premiums applicable unless otherwise agreed between us and the Policy Owner. No claims will be considered against the cover that the member has opted-out from on or after the date that the premiums for the cover had been paid to.

Any future cover that the member applies for will be considered under clause 1.6 and the person's insurability will be assessed by us.

2. **Commencement of Risk**

2.1 **Commencement Date**

This Policy is guaranteed renewable and covered under the *Life Insurance Act 1995* (Cth). This Policy commences on the Commencement Date and shall continue until it ceases in accordance with its terms and conditions. No cover is provided under this Policy before the Commencement Date or after the date on which this Policy ceases, subject to clause 11.

Cover in respect of a Covered Person is guaranteed up to the Maximum Insurable Age in respect of each Benefit provided under this Policy subject to the payment of all premiums by their Due Date and the provisions of clause 10.

2.2 Commencement of cover for existing eligible persons who were not covered under a Previous Policy

(a) If this Policy does not replace any Previous Policy and a Covered Person satisfies the Eligibility Conditions on the Commencement Date, their cover under clause 1.3 will commence on the Commencement Date subject to clause 2.2(b).

(b) If the Covered Person is:

(i) not in Active Employment on the Commencement Date; or

(ii) in Active Employment on the Commencement Date but did not remain in Active Employment for 30 consecutive days thereafter;

the cover which commences under clause 2.2(a) will be New Events Cover until they have been in Active Employment for 30 consecutive days.

2.3 Commencement of cover - Automatic Acceptance Limit (new eligible persons)

When the Insured Cover in respect of a Covered Person who satisfies the Eligibility Conditions after the Commencement Date is equal to or less than the Automatic Acceptance Limit, the cover provided under this Policy in respect of that Covered Person shall commence:

(a) for cover under clause 1.3, on the date when the Covered Person satisfies the Eligibility Conditions; or

(b) in any other case, on the date of acceptance of the Covered Person by us for cover under clause 1.5.

2.4 Commencement of cover - Underwritten Cover

Cover in respect of a Covered Person that comes into effect under clause 1.5 will commence on the date we accept them for cover.

2.5 Interim Accident Cover

When the Policy Owner has requested that we consider providing cover under clause 1.5, the Interim Accident Cover referred to in clause 6 shall commence in respect of that person when we receive a fully completed application from that person.

2.6 Continuous Review

When continuous review applies to this Policy as stated in the Policy Schedule, clause 2.6(a) describes the treatment of a Covered Person's cover between Annual Review Dates. Clause 2.6(b) describes the treatment when continuous review does not apply to this Policy.

(a) The amount of cover in respect of a Covered Person will automatically increase or decrease in line with the calculation of a Covered Person's Insured Cover. Any automatic increase in cover will:

(i) only occur if our written acceptance of cover is not otherwise required according to the provisions of the Policy relating to the Automatic Acceptance Limit; and

- (ii) only apply to the extent that it does not, during each period between Annual Review Dates, result in the amount of cover in respect of the Covered Person increasing in total by the greater of 25% or \$75,000 of the amount which applied on the later of the date cover commenced for the Covered Person and the most recent Annual Review Date, unless otherwise agreed in writing by us.

The premium will be adjusted to take into account the variation in the cover in respect of a Covered Person.

- (b) The amount of cover in respect of a Covered Person will be the lesser of the Covered Person's Insured Cover and his or her Insured Cover at the last Annual Review Date.

3. Takeover Cover

- 3.1 Existing death (including, where applicable, terminal illness) cover insured under the Previous Policy on the day prior to the Commencement Date will continue under this Policy for a Covered Person with effect from the Commencement Date.
- 3.2 Total and Permanent Disablement cover will commence under this Policy with effect from the Commencement Date for a person who was insured under a Previous Policy on the day before the Commencement Date if:
 - (a) the person was At Work; or
 - (b) the person was on Leave of Absence other than for Illness or Injury and on the last working day before they commenced the leave they were At Work.

Such cover will not extend to an event which gives rise to a claim whilst the Covered Person was on leave if the event occurred between the last working day and the Commencement Date of this Policy.

A person who was insured under the Previous Policy on the day before the Commencement Date who does not meet the requirements within 3.2 will have Total and Permanent Disablement cover under the terms of this Policy from the Commencement Date but only for a claim arising from an Illness or Injury which is unrelated to the reason they were not At Work.

- 3.3 The limitation under clause 3.3 on claims arising from an Illness or Injury related to the reason they were not At Work will no longer apply to the Covered Person's Total & Permanent Disablement cover when the person returns to being At Work.
- 3.4 Any takeover of cover is limited to the Maximum Benefit.

4. Extent of Cover

- 4.1 The cover that we provide for a person under this Policy will be for:
 - (a) death;
 - (b) Terminal Illness; and

we may, in addition to the above, provide cover for Total and Permanent Disablement subject to the terms and conditions of this Policy.

4.2 The payment of any Benefit under this Policy in respect of a Covered Person shall always be subject to:

- (a) the terms and conditions of this Policy;
- (b) any Special Conditions; and
- (c) any special terms and conditions of acceptance for Insured Cover of that Covered Person.

5. Death, Total and Permanent Disablement and Terminal Illness Benefits

5.1 The benefit we will pay for death or Terminal Illness will be equal to the Covered Person's in-force death cover at the Incident Date.

5.2 The benefit we will pay for Total and Permanent Disablement will be equal to the Covered Person's in-force Total and Permanent Disablement cover at the Incident Date.

6. Interim Accident Cover

6.1 Commencement of Interim Accident Cover

Interim Accident Cover commences for a person on the date that we receive their fully completed application for insurance and applies to the additional cover and cover type that the person is applying for under clause 1.5.

6.2 When an Interim Accident Benefit is Payable

When a person is eligible for Interim Accident Cover described in clause 2.5 and the person dies, or suffers Total and Permanent Disablement as a result of an Injury, we will pay to the Policy Owner the amount nominated as the Insured Cover under that person's application subject to all of the following:

- (a) death or Total and Permanent Disablement must occur within 365 days of the Injury;
- (b) for Total and Permanent Disablement only, the person must have applied for this type of cover;
- (c) the Injury must have occurred during the period that we were considering the person for cover or additional cover (as applicable);
- (d) the maximum amount payable as an Interim Accident Benefit that we pay shall be the lesser of \$2,000,000 or the actual amount the person has applied for.

6.3 Cessation of Interim Accident Cover

Interim Accident Cover ceases on the earlier of the day:

- (a) we have accepted (on any terms) or rejected the person for the cover applied for;
- (b) the person has withdrawn the request for cover;

- (c) 90 days have passed from the date we receive the person's fully completed application for this cover; or
 - (d) cover would otherwise cease under this Policy for the person.
- 6.4 No Benefit shall be payable under clause 6 where a Benefit is paid in respect of the Covered Person under any other clause of this Policy.
- 7. Overseas Residence and Travel**
- 7.1 We will provide worldwide, 24 hour cover for a Covered Person (whilst this Policy remains in-force) subject to the terms of this Policy including clauses 7.3, 7.5, 7.6 and 10.1(m).
- 7.2 A Covered Person who is an Australian Resident, and is temporarily Employed overseas, will continue to be provided with cover under this Policy whilst premiums continue to be paid in respect of that Covered Person. Cover is subject to all terms and conditions of this Policy and this Policy remaining in-force with us.
- 7.3 Where a Covered Person who is not an Australian Resident is temporarily Employed overseas, we will provide cover whilst overseas for a period of up to 90 days from any date the person leaves Australia, whilst premiums continue to be paid in respect of that Covered Person. Cover is subject to all terms and conditions of this Policy and this Policy remaining in-force with us.
- 7.4 We may require the Covered Person to return to Australia at his or her expense for the assessment of a claim and payment of any Benefit under this Policy is conditional upon the Covered Person returning to Australia for such assessment if we require it.
- 7.5 Should a Covered Person not return to Australia within 6 months of the date of our request, any claim for Total and Permanent Disablement or Terminal Illness will be closed and will not be able to be reassessed until such time as the Covered Person has returned to Australia and requested reassessment in writing.
- 7.6 No Benefit will be paid for a Covered Person if his or her Illness or Injury is directly or indirectly caused by War outside of Australia.

8. Leave of Absence

- 8.1 A Covered Person who takes a Leave of Absence will continue to be covered under this Policy for a period up to 24 months after the commencement of the Covered Person's leave if each of the following are satisfied:
 - (a) the purpose of the leave is temporary secondment or appointment (paid or unpaid) to office in an education, government or charitable organisation, or for unpaid leave for holiday, long service, study, child care, aged care, invalid care or charitable duties or for more than one of such purposes; and
 - (b) premiums continue to be paid for the Covered Person during their Leave of Absence.

When the period of leave exceeds 24 months and we are notified and approve of the Covered Person's leave in writing prior to the initial 24 month leave period ceasing, we may at our absolute discretion continue to provide cover, subject to the premiums continuing to be paid during the period of leave for the Covered Person.

8.2 Cover for a Covered Person who is on Leave of Absence will cease at the earliest of when the Covered Person's:

- (a) Leave of Absence commences, if a Covered Person has not satisfied the criteria set out in clause 8.1;
- (b) Leave of Absence ceases and he or she does not return to their Employment;
- (c) Leave of Absence exceeds 24 months, unless we have agreed to an extension in writing; or
- (d) cover otherwise ceases under this Policy.

8.3 Where a Covered Person who is on Leave of Absence submits a claim for Total and Permanent Disablement, the definition applicable at the time of claim shall apply.

9. Extended Cover

9.1 We will pay a Benefit under this Policy for a person whose cover ceases in accordance with clause 10.1(a) where the Incident Date occurs no later than 60 consecutive days from the date the cover ceased for that person.

9.2 Extended cover ceases on the earlier of the following:

- (a) 60 consecutive days have elapsed since cover ceased for that person under clause 10.1(a);
- (b) the date the person obtains insurance for the same or similar Benefit provided under this Policy with any other insurer as determined by us; or
- (c) the date that cover would otherwise cease in accordance with any other condition in clause 10.1 or clause 11.

10. Cessation of Cover

10.1 A Covered Person will cease to be covered under this Policy effective from the earliest date of any of the following:

- (a) the Covered Person ceases to be a financial member of the Participating Association;
- (b) when a Benefit has been paid to the Participating Association in respect of that Covered Person;
- (c) the Covered Person commences duty with the military services (other than the Australian Armed Forces Reserve and is not on active duty outside Australia) of any country;
- (d) the Covered Person attains the Maximum Insurable Age for the relevant Benefit;

- (e) this Policy is cancelled or terminated for any reason;
 - (f) we receive a written request from the Participating Association to cancel or terminate the Covered Person's cover and we agree to terminate or cancel the cover for this Covered Person;
 - (g) premium remains unpaid for a period of 30 days or more after the Due Date;
 - (h) the date the Covered Person no longer meets the conditions under clause 7 for continuation of cover whilst overseas;
 - (i) the date the Covered Person no longer meets the conditions under clause 8 for cover during Leave of Absence;
 - (j) the date the Covered Person is no longer an Australian Resident, is no longer permanently in Australia or not eligible to work in Australia; or
 - (k) for a holder of a temporary work visa subclass 457 issued by the Australian Department of Immigration and Citizenship – the date the visa expires.
- 10.2 In the event of any conflict between clause 10.1 and any other provision of this Policy, the terms of clause 10.1 shall prevail.

11. Cover after Policy Terminates

- 11.1 Death and Terminal Illness cover ceases the day this Policy terminates. Total and Permanent Disablement cover will also cease the day this Policy terminates except to the extent provided for under clauses 11.2 to 11.4.
- 11.2 If on the day this Policy terminates a Covered Person is not At Work, then we will continue to cover the Covered Person for Total and Permanent Disablement cover subject to clause 11.3 and clause 11.4.
- 11.3 The Covered Person is covered only for the reason they were not At Work on the last working day immediately before the termination of this Policy.
- 11.4 Total and Permanent Disablement cover under clause 11.2 will cease on the earliest of the following:
- (a) the Covered Person returns to work after the termination of this Policy and is actively performing all the duties of their Occupation and working their usual hours free from any limitation due to Illness or Injury and is not entitled to or is not receiving income support benefits of any kind;
 - (b) the Covered Person attains the Maximum Insurable Age;
 - (c) the person no longer meets the requirements to be a Covered Person under this Policy; or
 - (d) we make a decision on any claim on the Covered Person.

12. Cancellation and Termination

- 12.1 The Policy Owner may terminate this Policy at any time by giving prior written notice and we shall refund any premium paid by reference to the unexpired period of risk.
- 12.2 We may cancel the cover provided under this Policy at any time when any premium (or any instalment of premium) has not been paid within 30 days of the Due Date.

13. Reinstatement of Cover

- 13.1 Where the cover for a Covered Person has ceased under clauses 10.1(c), 10.1(g) or as a result of an administration error, reinstatement of cover will be at our discretion and determined on a case-by-case basis. Any reinstatement of cover that we agree to provide under this clause will be on such terms that we determine will apply to any cover reinstated.

14. Exclusions

- 14.1 No Benefit will be payable where the payment of such Benefit would expose us, the Policy Owner, or the Covered Person to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia or United States of America.
- 14.2 We will not pay a Benefit for Terminal Illness where a terminal illness or similar benefit has been paid, is payable or can be claimed in respect of the Covered Person under the Previous Policy.

15. Claims

- 15.1 The Participating Association must notify us in writing as soon as is reasonably practicable of an event entitling the Participating Association to a Benefit.
- 15.2 It is a condition of payment of any Benefit that the Covered Person provides us with such evidence to substantiate the claim as we may reasonably require.
- 15.3 The Covered Person must submit at our expense to a medical or other examination conducted by a Medical Practitioner, health professional or any other professional appointed by us as we deem necessary. We will pay the fees and costs charged by the Medical Practitioner, health professional or any other professional of any tests or procedures the Covered Person undergoes at our request. However, unless we agree otherwise in writing, we will not pay any other costs related to the Covered Person's attendance on the Medical Practitioner, health professional or any other professional including fees incurred for travelling to an appointment or for non-attendance at an appointment.
- 15.4 Satisfactory proof of identity (including age) may be required prior to any payment of Benefits.

16. Payment of Benefits

- 16.1 All Benefits to be paid in respect of a Covered Person shall be paid to the Participating Association (or a person nominated by the Participating Association) who may hold the

monies in trust for the benefit of that Covered Person and when applicable, in accordance with the terms of any Trust Deed.

- 16.2 All Benefits will be payable in the manner set out in the Policy Schedule.
- 16.3 Subject to the terms and conditions in this Policy, where it is determined by us that a Covered Person is eligible for the payment of a Benefit, the amount payable is the amount of the Covered Person's Insured Cover at their Incident Date.
- 16.4 All payments shall be made in Australian Dollars.

17. Premiums

- 17.1 The amount of the premium is the total cost of Insured Cover for all Covered Persons during the relevant period based on the Rate of Premium for that period including any premium loadings which apply to individual Covered Persons.
- 17.2 Premiums are due to us in full annually in advance except when we agree to accept premiums by instalments.
- 17.3 All premiums are to be paid in Australian Dollars.
- 17.4 All premiums must be paid within 30 days of the Due Date.
- 17.5 When premiums are paid by instalments an additional premium (as notified to the Policy Owner from time to time) shall be payable.
- 17.6 The Policy Owner shall be liable for any Government Charges relating to this Policy.
- 17.7 We reserve the right to apply a minimum annual premium amount to the Policy at any time by giving the Policy Owner 30 days written notice. Such minimum annual premium shall become payable from the next Annual Review Date following the date of our written notification and will continue to apply until such time as we advise it is no longer payable.

18. Variation of Terms

- 18.1 The terms and conditions of this Policy may be varied at any time when agreed to in writing by the parties or as provided for in this clause.
- 18.2 In addition to the variations permitted under clauses 18.3 and 18.4, we may vary the Rate of Premium payable or the Automatic Acceptance Limit:
 - (a) at any time after the end of the Premium Guarantee Period upon us giving 60 days written notice to the Policy Owner; or
 - (b) if the number of Covered Persons covered under this Policy changes by more than 25% from the number of Covered Persons at the commencement of the latest Premium Guarantee Period.
- 18.3 We reserve the right to vary premiums under this Policy in respect of any or all Covered Persons upon written notification to the Policy Owner with immediate effect in the event of any invasion or an outbreak of War which involves Australia. Should that right be exercised and the Policy Owner

fails to pay any increase in premium we will not be liable to pay any Benefit with respect to a Covered Person when the event giving rise to the claim arose either directly or indirectly from War.

18.4 We reserve the right to vary premiums under this Policy in respect of any or all Covered Persons upon written notification to the Policy Owner with immediate effect in the event of any change in the law and as a result:

- (a) it becomes impractical or impossible to carry out our obligations;
- (b) our Policy is inconsistent with the law; or
- (c) Government Charges relating to this Policy are imposed or changed.

18.5 Our right to vary the terms and conditions of the Policy under clause 17.7 does not apply to the extent that it would prevent the Policy from being treated as life insurance business under the *Life Insurance Act 1995* (or any legislation that replaces it).

19. Interpretation

19.1 The terms and conditions of this Policy shall apply notwithstanding any contrary provisions in any Trust Deed.

19.2 Special Conditions in relation to this Policy may be:

- (a) set out in the Policy Schedule; or
- (b) agreed to in writing between the parties from time to time.

19.3 It is acknowledged by the Policy Owner that in issuing this Policy we have relied on information provided by the Policy Owner and its appointed representatives.

19.4 Headings contained in this Policy are for ease of reference only.

19.5 Any errors and omissions in this Policy will be rectified by the parties upon discovery.

19.6 Words in the singular number include the plural and words in the plural include the singular.

20. General Conditions

20.1 The Participating Association must maintain records of the Covered Person's information and all the relevant information relating to each claim, including salary, leave records and employment duties. We may request this information or any other reasonable information relating to a Covered Person to administer the Policy and any claims that require assessment. We may, where required request to inspect or audit these records.

20.2 This Policy is issued from our No. 1 Statutory Fund. No surrender value is acquired under this Policy.

Signed for and on behalf of

MetLife Insurance Limited

Authorised Officer

Name:

Position:

Date:

Signed for and on behalf of

MetLife Insurance Limited

Authorised Officer

Name:

Position:

Date:

Signed for and on behalf of Policy Owner

Authorised Officer

Name:

Position:

Date:

Policy Schedule

First Schedule

1. General

Policy Number	:	3458 Pool
Name of Policy Owner	:	Bar Association of Queensland
ABN	:	78 009 717 739
Participating Associations	:	Bar Association of Queensland ABN 78 009 717 739 Tasmania Bar Association ABN 48 559 821 146 The Australian Capital Territory Bar Association ABN 84 008 481 258 Western Australian Bar Assoc (Inc) ABN 18 712 427 306 The South Australian Bar Association ABN 35 957 544 113 Northern Territory Bar Association ABN 12 688 491 736
Name of Fund	:	Bar Association Group Life Scheme
Commencement Date	:	1 July 2015
Annual Review Date	:	The first day of July each year during the currency of the Policy.
Due Date	:	The first day of July each year during the currency of the Policy.
Type of Business	:	Non-Superannuation

2. Eligibility Conditions

1. Existing members covered under the Previous Policy are covered on the Commencement Date subject to clause 3 of the Policy and Special Conditions outlined in clauses 15.1 of the First Schedule of this Policy.
2. Subject to clause 2(3) of this First Schedule below, in order to be eligible for cover under this Policy, a person must:
 - (a) join the Participating Association within 90 days of first being granted a Practicing Certificate subject to clause 2.3;
 - (b) be engaged in private practice as a barrister; and
 - (c) pay the relevant fee for membership of their Participating Association.
3. Any person or member of a Participation Association who pays a membership fee for the sole purpose of renewing their Practicing Certificate, who is not engaged in private practice as a barrister, is not eligible for cover under this Policy except where an exception is made for that member under Special Condition 15 in the First Schedule of this Policy.

3. Insured Cover

The cover provided under this Policy in respect of a Covered Person's Death, Terminal Illness and, if applicable, Total and Permanent Disablement is the sum of the Covered Person's cover under all categories:

Death and Terminal Illness cover \$300,000 fixed sum insured

Total & Permanent Disablement cover \$300,000 fixed sum insured

4. Tapering of Total and Permanent Disablement Cover

The Total and Permanent Disablement cover for a Covered Person will reduce to the following percentages of the death Insured Cover from the date the Covered Person turns 61 years:

Age (last)	Percentage
------------	------------

No tapering applicable	
------------------------	--

5. Maximum Benefit

Despite any other condition, the Insured Cover for a Covered Person will not exceed the following:

- | | | |
|-----|--|------------|
| (a) | Death and Terminal Illness cover: | \$300,000 |
| (b) | Total and Permanent Disablement cover: | \$300,000. |

6. Maximum Insurable Age

Death and Terminal Illness cover:	70 th Birthday
Total and Permanent Disablement cover:	65 th Birthday

7. Maximum Entry Age

64 years

8. How Benefits Are Payable

Subject to the provisions of this Policy, when our claim requirements have been satisfied in respect of a Covered Person the Benefit shall be paid as a lump sum payment.

9. Premium Guarantee Period

01/07/2015 to 30/06/2018

10. Automatic Acceptance Limit

\$300,000

11. Continuous Review

This option does not apply to this Policy.

12. Calculations Of Premiums

Premiums shall be payable annually in advance by applying the applicable Rate of Premium shown in the Second Schedule to the Insured Cover for each Covered Person.

13. Adjustments in Premiums

Any adjustment premium for the previous year shall be determined at each Annual Review Date by taking:

- (i) a proportion of the premium for any increase or decrease in a Covered Person's Insured Cover from the date of the increase or decrease to the current Annual Review Date.
- (ii) a proportion of the premium for new Covered Persons joining the plan during the previous year from the date of membership to the current Annual Review Date.
- (iii) a proportion of the premium for Covered Persons leaving the Plan during the previous year from the date of cessation of membership to the current Annual Review Date.

14. Total and Permanent Disablement Definition

Total and Permanent Disablement (TPD) means

- A: When a Covered Person is Self-Employed and is under age 65 prior to their Date of Disablement and has not been on Leave of Absence for more than 24 months:
The Covered Person having been absent from their Occupation with the Employer solely through Injury or Illness for 3 consecutive months and having provided proof to the satisfaction of us that the Covered Person has solely as a result of Injury or Illness, become incapacitated to such an extent as to render the Covered Person unlikely ever to engage or work for reward in his or her Own Occupation.

B: When a Covered Person is Employed and has been on Leave of Absence for 24 months or longer, if one of the following paragraphs (i) to (iii) applies jointly with paragraph (iv):

- (i) the Covered Person suffering the permanent loss of use of 2 limbs or the sight of both eyes or the permanent loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot);
- (ii) the Covered Person through Illness or Injury, and having provided proof to our satisfaction, is permanently unable to perform at least 2 of the following 6 basic activities of everyday living:
 - Bathing – to shower or bathe;
 - Dressing – to dress or undress;
 - Toileting – to use the toilet including getting on and off;
 - Feeding – to eat and drink;
 - Mobility – to get out of a bed or a chair or a wheelchair; or
 - Continence – to control bladder and bowel function.If the Covered Person can perform the activity by using special equipment, they will be considered able to undertake that activity;
- (iii) the Covered Person through Illness or Injury, and having provided proof to our satisfaction, is suffering from the permanent deterioration or loss of intellectual capacity that has required the Covered Person to be under continuous care and supervision by another adult person for 3 consecutive months and this care is likely to be ongoing on a permanent daily basis;
- (iv) the Covered Person having been absent from their Occupation with the Employer through Injury or Illness for 3 consecutive months and having provided proof to the satisfaction of us that the Covered Person has become incapacitated to such an extent as to render the Covered Person unlikely ever to engage in or work for reward in any occupation or work for which he or she is reasonably qualified by reason of education, training or experience.

Own Occupation in this clause means the Occupation. If the Covered Person had been working in more than one occupation, “Own Occupation” will include all of those occupations.

15. Special Conditions

SC1 All members of the Participating Association who take a judicial appointment who were covered by the Policy at the time of appointment and who notify the Participating Association of their intention to remain Covered Person will continue to be provided with cover under this Policy subject to receipt of premiums in respect of that Covered Person.

16. Date of Certification

Date of Certification option (a) identified in the Definition of this term.

17. Previous Policy

Group Life insurance policy with policy number 55001027 issued by Asteron Life Limited, ABN 64 001 698 228 to the Policy Owner commencing on 1 July 2011.

Second Schedule

Rate of Premium for Insured Cover (updated 1st July 2023)

Premiums Payable Annually in Advance

Annual Rate of Premium per \$1,000 sum insured

Rates are inclusive of Government Charges and 10% commission

Age Next Birthday	Male Death & TPD	Female Death & TPD	Age Next Birthday	Male Death & TPD	Female Death & TPD
16	0.535	0.190	44	1.697	1.415
17	0.535	0.190	45	1.874	1.584
18	0.587	0.207	46	2.070	1.753
19	0.672	0.224	47	2.256	1.941
20	0.722	0.242	48	2.489	2.145
21	0.772	0.242	49	2.711	2.350
22	0.803	0.242	50	3.021	2.624
23	0.817	0.224	51	3.415	2.866
24	0.807	0.224	52	3.871	3.142
25	0.788	0.242	53	4.289	3.436
26	0.768	0.242	54	4.781	3.798
27	0.715	0.242	55	5.422	4.212
28	0.694	0.276	56	6.003	4.713
29	0.666	0.293	57	6.810	5.300
30	0.676	0.328	58	7.599	5.973
31	0.694	0.363	59	8.624	6.565
32	0.708	0.397	60	9.825	7.298
33	0.747	0.414	61	11.237	7.912
34	0.787	0.483	62	12.866	8.716
35	0.832	0.535	63	14.416	9.620
36	0.912	0.594	64	16.538	10.647
37	0.965	0.662	65	18.963	11.834
38	1.046	0.747	*66	10.050	4.927
39	1.124	0.823	*67	11.386	5.452
40	1.239	0.924	*68	12.892	6.023
41	1.335	1.009	*69	14.550	6.654
42	1.450	1.145	*70	16.428	7.315
43	1.564	1.279			

* Death and Terminal Illness only cover applies above age 65



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