

TIDSWELL MASTER SUPERANNUATION PLAN

INSURANCE GUIDE

29 September 2017

The information in this document forms part of the Tidswell Master Superannuation Plan Product Disclosure Statement (PDS) dated 29 September 2017 and will remain in force unless withdrawn by the Issuer.

This Insurance Guide should be read in conjunction with the:

1. PDS in respect to the Tidswell Master Superannuation Plan; and
2. Member Guide in respect to the Tidswell Master Superannuation Plan; and
3. Investment Guide in respect to the Tidswell Master Superannuation Plan.

Issued on 19 September 2017 by Tidswell Financial Services Ltd
ABN 55 010 810 607 Australian Credit Licence 237628, AFSL 237628,
RSEL 10000888, as Trustee of
The Tidswell Master Superannuation Plan Division 1,
ABN 34 300 938 877, RSE R1004953

TIDSwell
FINANCIAL

THIS INSURANCE GUIDE

The information in this Insurance Guide forms part of the Product Disclosure Statement (PDS) dated 29 September 2017 for The Tidswell Master Superannuation Plan. Its purpose is to give you more information and/or specific terms and conditions referred to in the PDS. You should consider all that information before making a decision about Personal Super.

If you invest in Personal Super you can access a copy of the PDS, this Insurance Guide and any matter that is applied, adopted or incorporated in the PDS from our website at www.tidswell.com.au. Alternatively, you can request a copy of this information free of charge by contacting Tidswell on (08) 8223 1676.

The information provided in this Insurance Guide is general information only and does not take account of your personal financial situation or needs. You should obtain financial advice tailored to your personal circumstances.

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1. IMPORTANT INFORMATION

When you invest in The Tidswell Master Superannuation Plan (the Plan) you become a member of the Plan. You may become a member of the Plan:

- while your super is in 'accumulation' phase (described in the PDS and this Insurance Guide as Personal Super); or
- while your super is in 'pension' phase (described in the PDS as Personal Pension).

Tidswell Financial Services Ltd (Tidswell) is the Trustee of the Plan and the issuer of this Insurance Guide.

The information provided in this Insurance Guide is of a general nature and has been prepared without taking into account your objectives, financial situation and needs. You should consider the appropriateness of Personal Super or Personal Pension, having regard to your objectives, financial situation and needs. You should obtain a copy of the PDS for Personal Super or Personal Pension (whichever is applicable) before making any decision about whether to acquire, or continue to hold, the product. You can obtain a copy of the PDS from our website at www.tidswell.com.au or by contacting Tidswell on (08) 8223 1676.

The Plan is governed by a Trust Deed. Together with superannuation law, the Plan's Trust Deed sets out the rules and procedures under which the Plan operates and the Trustee's duties and obligations. If there is any inconsistency between the Trust Deed and the PDS or this Insurance Guide, the terms of the Trust Deed prevail. A copy of the Trust Deed can be obtained free of charge by contacting Tidswell.

Insurance cover is available through Personal Super and is provided under insurance policies issued by MetLife Insurance Limited (the Insurer). The Insurer has issued insurance policies to the Trustee of the Tidswell Master Superannuation Plan. The Trustee reserves the right to vary or discontinue death, total and permanent disability, terminal illness and income protection insurance at any time. It also reserves the right to change insurers and policy(s) at any time.

All insurance cover with the Plan is subject to acceptance by the Plan's insurer and their terms and conditions of the insurance policies.

Where loadings or exclusions are imposed as a result of the member's health, pastimes or other individual circumstances, Tidswell will write to the member concerned and provide specific details relating to the member's cover.

Tidswell relies on a number of third parties for the provision of specialist services in respect of the Plan.

Tidswell is responsible for the contents of this Insurance Guide. Information in this Insurance Guide may be updated or replaced at any time.

Entity details described in this Member Guide

Name of entity	Registered numbers	Abbreviated terms
The Tidswell Master Superannuation Plan	ABN 34 300 938 877, RSE R1004953	Plan
Tidswell Financial Services Ltd	ABN 55 010 810 607, AFSL 237628, RSE L0000888	Trustee or Tidswell
Australian Executor Trustees Limited	ABN 84 007 869 794, AFSL 230694	Custodian
MetLife Insurance Limited	ABN 75 004 274 882, AFSL 238096	Insurer

2. INSURING THROUGH THE PLAN

It doesn't matter what stage of life you are at or how careful you are, suffering a serious illness, injury or even death is largely out of your control. While insurance can't prevent these events from occurring, it does provide you and your family with financial protection at a time when you need it most.

Insurance cover through the Plan is available to Personal Super members only.

There are several advantages in placing your insurance through Personal Super including the following.

- If you are entitled to make deductible superannuation contributions, these contributions can be used to pay the insurance premiums. This means that the member is effectively claiming a tax deduction for the cost of their insurance premiums but note that there are limits on the contributions that you can make to your super. You should refer to the PDS and the Plan's Member Guide for more information about how super works and how super is taxed.
- Premiums are calculated using group based rates, which means that your premiums will generally be lower than those available under an retail policy.
- Insurance through super may be tax-effective and premiums are generally tax deductible to the Plan.

- since the premiums are deducted from your account, it won't impact your day-to-day cash flow; and
- where the superannuation death benefit is able to be taken as a pension, the capital amount of the death benefit remains invested in the superannuation environment. All earnings and capital gains on assets backing the pension are tax-free. This may be a more tax effective outcome than receiving and investing death benefit proceeds outside of superannuation. Note however that from 1 July 2017 there is a limit of how much money can be taken as a pension, including as superannuation death benefits. Refer to the PDS and the Plan's Member Guide for more information about how super works and how super is taxed.

The Plan offers a range of flexible insurance options to meet your personal needs, including:

- Death Only (including a terminal illness);
- Total and Permanent Disablement (TPD); and
- Income Protection.

In all cases, insurance cover is subject to acceptance and to the terms and conditions of the Group insurance Policies issued by Insurer. In the event of any inconsistency between the terms and conditions of the insurance policies and this Insurance Guide, the relevant policy terms will prevail.

Insurance at a glance

Available cover	Overview	Benefit payable	Minimum age to receive cover	Age when cover ceases
Death Only (including terminal illness)	Provides a lump sum benefit in the event of your death or upon diagnosis of a terminal illness. See page 6 for more information.	Agreed lump sum benefit to a maximum of \$5 million	15	On your 70 th birthday
TPD – must be taken in conjunction with Death cover	Provides a lump sum benefit if an illness or injury prevents you from ever working again. See page 6 for more information.	Agreed lump sum benefit to a maximum of \$3 million	15	On your 70 th birthday
Income Protection	Provides a regular monthly benefit should you become temporarily disabled. See page 4 for more information.	Up to 85% of income to a maximum monthly payment of \$30,000 (in the event of a claim, 75% is paid as income and 10% is paid as a superannuation contribution)	15	On your 65 th birthday

3. INCOME PROTECTION

The ability to generate an income is one of your most important assets. If you are unable to work due to illness or injury you still need to pay your bills, mortgage payments, credit card and other loan repayments, as well as your everyday living expenses.

This is where Income Protection insurance can really support you and your family.

Income Protection insurance pays a regular monthly benefit (calculated as a percentage of your income) when you're absent from work due to illness or injury.

What options are available?

You can tailor your Income Protection insurance to suit your personal requirements. Your options are to choose:

Option Type	Available choices
Income replacement level	<p>You can choose from the following Income¹ Replacement levels:</p> <ul style="list-style-type: none"> • 50% of your pre disability income; • 66⅔% of your pre disability income; • 75% of your pre disability income; or • 85%² of your pre disability income (where 10% is paid into your super account). <p>The maximum monthly benefit is the lesser of the insured percentage of your pre-disability income and \$30,000 per month.</p>
Waiting period	<p>You can choose a Waiting Period of:</p> <ul style="list-style-type: none"> • 30 days; • 60 days; or • 90 days.
Benefit period	<p>You can choose a Benefit Period of:</p> <ul style="list-style-type: none"> • 2 years; • 5 years; • to your 60th birthday; or • to your 65th birthday.

¹ For any income above \$400,000 per annum, your income protection ratio is limited to 50% (plus 10% paid to your superannuation account, if applicable).

² Please note that if you choose the 85% income replacement ratio, the 10% paid into your super may impact on your concessional contributions cap, especially if you have a salary sacrifice arrangement with your employer. Please refer to the Member Guide for more information on contribution limits.

How does Income Protection work?

Generally, before a benefit is paid, a person needs to be disabled for the duration of the waiting period, which may be 30, 60 or 90 days depending on the type of cover (shorter waiting periods attract a higher premium). After the expiry of the waiting period, benefits begin to accrue and are paid monthly in arrears.

Disabled means that a person is unable to perform at least one income producing duty that generates at least 20% of their usual income for their occupation due to illness or injury, are not working in any occupation (either paid or unpaid) and are under the regular care and are following the advice of an approved medical practitioner.

Eligibility for cover

You must be aged under 65 years to apply for this cover and must be working a minimum of 15 hours per week.

What else do you need to know about Income Protection insurance?

What definition of 'income' is used for Income Protection insurance?

For employees who are in permanent employment, income is defined as the total monthly regular income received from their employer for personal exertion for their usual occupation (including salary sacrifice amounts, but excluding overtime, profit distributions, director's fees and any other non-regular payments). Where income includes commission and bonuses, these components will be averaged over three years.

For employees not employed on a permanent basis, income is the average of their total monthly regular income from their employer over the previous 12 months or the actual period of employment if less than 12 months, subject to a minimum averaging period of six months.

If you directly or indirectly own part of or all of the business or professional practice from which you earn a regular income, earnings will include the gross revenue generated by the business as a result of your personal exertion less eligible business expenses. Income excludes investment income, business expenses and mandated super contributions. Monthly income will be averaged over the previous 12 months.

What definition of 'disabled' is used for Income Protection insurance?

A person will be regarded as being disabled, if, solely as a result of an illness or injury occurring whilst the policy is in force, they are:

- unable to perform at least one income producing duty of their occupation;
- not working in any occupation, whether or not for reward; and
- under the regular care as well as following the advice of a medical practitioner.

When will Income Protection cover cease?

Cover for Income Protection insurance will cease from the earliest date of any of the following:

- the day a person ceases to be a member of the Plan;
- a person's 65th birthday;
- death;
- the day a written request that cover be cancelled is made;

- upon commencement of duty with the military services (other than the Australian Armed Forces Reserve and not on active duty outside Australia) of any country;
- the policy is cancelled or terminated for any reason; or
- if the policy renewal is not paid and a period of 30 days has elapsed.

When is an Income Protection benefit paid?

Generally, a person must be disabled for the duration of their chosen waiting period before a benefit becomes payable.

Benefits will be paid monthly in arrears and may be reduced by any payment made under a similar policy and by any Workers Compensation payment or any other statutory compensation. Social security payments may also be offset in some circumstances.

A benefit will not be paid where the disability is caused directly or indirectly by self inflicted injury, attempted suicide, an act of war, service in any armed forces or for uncomplicated pregnancy, childbirth or miscarriage.

Benefits may not be paid for longer than 12 months in some circumstances (e.g. if a person is a non-resident of Australia, Canada, New Zealand, United Kingdom or the United States of America).

A proportional benefit is paid if a person resumes employment at a reduced rate of income while still partially disabled, provided the waiting period has ended.

The waiting period is waived if a person has returned to employment and suffers a recurrence of a disability from the same or related injury or illness within six months of ceasing to receive benefits. However, the claim will be treated as a continuation of the previous claim for benefits.

Will the benefit increase to keep up with inflation?

If a person has been disabled and receiving benefits continuously for 12 months after the expiry of the waiting period, the benefit will be automatically increased. If the maximum benefit period is greater than two years, the benefit will be further increased at the end of each 12 month period during which continuous benefits have been paid.

The amount of the increase shall be the lesser of the following:

- 5%; or
- the percentage increase in the Consumer Price Index (CPI) over the 12 month period concluding at the end of the last reported quarter prior to the benefit review date.

Any increase in benefit shall not exceed the maximum monthly Benefit.

When will an Income Protection benefit cease?

Income Protection benefits will cease to be paid where a person:

- is no longer disabled or partially disabled;
- dies;
- reaches age 65;
- has been disabled or partially disabled from the end of the waiting period for the maximum benefit period; or
- is no longer under the care of a medical practitioner.

Are benefits paid for a partial disability?

A person is eligible to receive a monthly partial disability benefit if they are partially disabled and the waiting period has ended. The benefit will be paid monthly in arrears and the amount of your benefit accrues daily on a pro-rata basis.

The amount of any partial disability benefit depends on how many hours a person is able to continue in paid work.

Partial disability means:

- has been disabled for at least seven days of the first twelve working days of the waiting period, and
- is unable to work in their occupation at full capacity as a result of the illness or injury resulting in the disability, and
- is working in their occupation or any other occupation but only in a limited capacity, and
- is earning monthly disability income less than their prior monthly income, and
- is under regular care and following the advice of a medical practitioner.

Death benefit

If a person dies whilst receiving a disability benefit or partial disability benefit through Income Protection insurance an amount equal to the sum of three times the insured person's disability monthly benefit will be paid.

4. DEATH ONLY AND DEATH AND TOTAL PERMANENT DISABLEMENT (TPD) INSURANCE

The Plan offers a high level of flexibility in respect of the level of Death and TPD insurance available. Cover is provided for a fixed dollar amount, as opposed to an amount determined by your salary.

TPD insurance may only be taken in conjunction with Death insurance.

What is the maximum amount of Death and TPD insurance?

The maximum insurance cover available, subject to underwriting, is \$3 million per person for Death and TPD insurance and \$5 million for Death Only insurance, however, your combined Death and TPD and Death Only insurance cannot exceed \$5 million.

Eligibility for cover

To apply for Death and TPD insurance you must be aged under 65 years.

What else do you need to know about Death and TPD insurance?

What is the definition for Total and Permanent Disablement?

Total and Permanent Disablement means that a person is incapacitated to such an extent as to render them unlikely ever to engage in or work for reward in any occupation or work for which they are reasonably qualified by reason of education, training or experience and:

Part 1:

For a person who at the date of disablement was less than age 65 and in permanent employment working at least 15 hours per week, where at least one of the following Part 1 a, b, c or d applies:

- (a) The person suffers the permanent loss of use of two limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot).
- (b) The person is absent from their occupation through illness or injury for six consecutive months and provides proof to the satisfaction of the Insurer,
- (c) Through illness or injury and having provided proof to the satisfaction of the Insurer, they are permanently unable to perform at least two of the following six 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
 - continence - to control bladder and bowel functions
 - mobility - to get out of bed or a chair or wheelchair

Part 2:

Where a covered person is not in permanent employment working at least the minimum hours at the date of disablement or is aged between 65 and 70 years at the date of disablement, if one of the following Part 2 a, b or c applies:

- (a) A person suffers the permanent loss of use of two limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot).
- (b) Through illness or injury and having provided proof to the satisfaction of the Insurer, they are permanently unable to perform at least two of the following six 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
 - continence - to control bladder and bowel functions
 - mobility - to get out of bed or a chair or wheelchair

If a person is able to perform the activity using special equipment they will be considered to be able to perform the activity.

- (c) Through illness or injury, they suffer the permanent deterioration or loss of intellectual capacity and provide proof to the Insurer's satisfaction that they are required to be under continuous care and supervision by another adult person for six consecutive months and that this care is likely to be on a permanent daily basis and ongoing.

Part 3:

Where at the date of disability a person whose occupation is a home maker, one of the following Part 3 a, b, c, or d applies:

- (a) A person suffers the permanent loss of use of two limbs or the sight of both eyes or the loss of use of one limb and the sight of one eye (where limb is defined as the whole hand or the whole foot).
- (b) Through illness or injury and having provided proof to the satisfaction of the Insurer, they are permanently unable to perform two of the following six 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
 - continence - to control bladder and bowel functions
 - mobility - to get out of bed or a chair or wheelchair

If a person is able to perform the activity using special equipment they will be considered to be able to perform the activity.

- (c) Through illness or injury, they suffer the permanent deterioration or loss of intellectual capacity and provide proof to the Insurer's satisfaction that they are required to be under continuous care and supervision by another adult person for six consecutive months and that this care is likely to be on a permanent daily basis and ongoing.

- (d) As a result of illness or injury a person who is under the regular care of a medical practitioner and unable to:
- perform normal domestic duties;
 - leave their home unaided;
 - be engaged in any employment

and at the end of six months provide proof to the satisfaction of the Insurer that they have become incapacitated to such an extent as to render them likely to require ongoing medical care and be unlikely ever to engage in normal domestic duties or any occupation.

Home maker is defined as the duties normally performed by a person who remains at home and is not working in regular employment for income. These duties normally include cleaning the home, washing, shopping for food, cooking meals and caring for children and the family on a full time basis.

Persons who meet the definition of home maker under Part 3 will not be considered under Part 1 and Part 2.

What happens in the case of terminal illness?

The Insurer will pay a terminal illness benefit where a person who has Death cover suffers from an illness which:

- two medical practitioners, one of whom specialises in the covered person's illness, certify in writing that despite reasonable medical treatment the person's death is expected within 12 months of the date of the certification; and
- the Insurer is satisfied on medical or other evidence that despite reasonable medical treatment the person's death is expected within 12 months of the date of certification referred to in the previous paragraph.

When will Death and TPD and Death Only insurance cease?

Insurance will cease from the earliest date of any of the following:

- the day a person ceases to be a member of the Plan;
- a person's 70th birthday;
- the day a written request that cover be cancelled is made;
- upon commencement of duty with the military services (other than the Australian Armed Forces Reserve and not on active duty outside Australia) of any country;
- a TPD or Death benefit is paid;
- the policy is cancelled or terminated for whatever reason; or
- if the policy renewal is not paid and a period of 30 days has elapsed.

5. WHAT ELSE YOU NEED TO KNOW

Premiums

Insurance premiums are dependent on the level and type of cover, a person's age, gender, occupation, pastimes, state of health and smoking status.

Premiums are adjusted on the Annual Review Date of the Plan, 1 July each year, based on your age next birthday as at the Annual Review Date, and are paid annually in advance.

If you obtain insurance part way through the year, your initial premium will be pro-rated from your commencement date to 30 June based on the then current rates. The cost will be as per the annual premium rates as set out in the Policy(s) issued to the Trustee by the Insurer for members of the Plan. These premium rates are subject to change.

You're able to obtain insurance premiums (rates) by contacting your adviser or by calling the Tidswell on 08 8223 1676.

Your insurance premiums are automatically deducted from your Personal Super account. In the event there is insufficient money in your account, your insurance cover will lapse and all insurance benefits cease.

The Trustee receives up to 10% of the Death Only, Death and TPD and Income Protection premiums to cover the cost of insurance administration.

To obtain a detailed illustration of the premiums and charges that will apply to your particular circumstances, please contact Tidswell or your financial adviser.

Applying for cover

If you wish to apply for insurance cover you can do so by completing the appropriate section of the Personal Super Application Form. Upon receipt of your application, Tidswell will contact you to assist you with your insurance application and provide you with the necessary documentation to complete.

Providing health evidence

All applications for insurance are subject to acceptance by the Insurer. The Insurer reserves the right to ask for additional medical evidence to be provided and we will contact you if this is required for your application.

The Insurer will assess applications and advise whether or not cover will be granted. They may also impose special conditions of acceptance including exclusions and/or loadings of additional premiums.

Where the Insurer imposes loadings or exclusions as a result of the member's health, pastimes or other individual circumstances, Tidswell will provide specific details relating to the member's cover.

Occupation categories

The following five occupation categories are available for Death Only, Death and TPD and Income Protection insurance, depending on your occupation:

- **White collar** - Primarily of a clerical, administrative or management nature and undertaken entirely within an office environment, such as managerial/supervisory in an office/department store, medical doctor, broker, surveyor, clerical administration, computer professional etc.
- **Professional** - In addition to meeting the white collar criteria above, you must hold a tertiary qualification (e.g. diploma or degree) relevant to your current occupation or are a member of the relevant professional institute of your occupation, or are engaged as a senior member of your employer's management/executive team and you earn in excess of \$100,000 pa from your profession. Examples of professional occupations include executive, lawyer, IT specialist, academic, scientist, engineer, economist, etc.
- **Light blue collar** - Qualified technicians, managerial/supervisory in manufacturing, agriculture (administration only), jeweller, sales, shops, hairdresser, photographer, sales representatives (no delivery), etc.
- **Blue collar** - Skilled labour and other technical occupations, including chef, nurse, teacher, dentist, managerial/supervisory in industry, mining (no manual), lecturer, printer, driver (no delivery), etc.
- **Heavy blue collar** - Skilled workers in heavy industry, building, motor manufacture, semi-skilled workers in light or engineering industry, assembly line, mechanic, gardener, plasterer, etc.

Please note that Income Protection cover with a benefit payment period to age 60 or 65 is not available under the medium blue collar and heavy blue collar occupation categories.

You can obtain full details of the different occupation categories by contacting Tidswell on (08) 8223 1676.

24 hour worldwide cover

Insurance cover is provided worldwide, 24 hours a day, subject to any terms and conditions noted on the policy. The Insurer may require the person covered by the policy to return to Australia at the covered person's expense for assessment in the case of a disability or terminal illness claim. Income Protection benefits may be limited to payment over 12 months unless the person named on the policy is continuously resident in Australia, Canada, New Zealand, the United Kingdom, the United States of America or any other country to which the Insurer may agree.

When does cover commence?

Insurance cover will usually commence once cover is accepted by the Insurer and an initial premium is paid.

Increasing, reducing or cancelling insurance cover

You may request in writing for your cover levels to be increased or decreased. The Insurer will assess the increase requested by the completion of a personal statement and you will be advised if they have any additional requirements to be met and if the increase in cover is accepted or declined.

Insurance may be cancelled at any time by giving written notice to Tidswell. Such cancellation will be effective from the date the cancellation is received by Tidswell. Although a proportionate premium refund will be available in respect to premiums paid there is no cash entitlement and the refund will be paid into your Personal Super account.

Trustee or you 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 the United States of America.

Are there any exclusions?

No Benefit will be payable under any Policy where the payment of such Benefit would expose the Insurer, the Trustee or you 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 the United States of America.

Death and TPD cover

In the case of an insured person:

- no death benefit will be payable if the individual commits suicide whether sane or insane within the first 12 months of the commencement, increase or reinstatement date of insurance cover and all premiums will be forfeited; and
- no terminal illness or TPD benefit will be payable if the individual submits a claim arising out of or in connection with any self-inflicted injury (or complications arising thereafter) whether sane or insane within the first 12 months.

Income Protection

No income protection benefit will be paid for a person if his or her illness or injury resulting from disability or partial disability is directly or indirectly caused by:

- any intentional self-inflicted injury or any attempt to commit suicide;
- war; or
- normal and uncomplicated pregnancy, including but not limited to morning sickness, backache, varicose veins and swelling and bladder problems.

A benefit may not be payable if the death or disability is a result of:

- a physical condition which is known about prior to commencement of cover but was not disclosed on the application; or
- engaging in a pursuit or occupation that was not disclosed in the application that the Insurer would not normally cover.

Duty of Disclosure

The following section on the Duty of Disclosure applies to all members who are initiating a variation to their cover.

Your Duty of Disclosure

Insurance Contracts Act 1984

Before you enter into a contract of insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms. You have the same duty to disclose those matters to the Insurer before you extend, vary or reinstate a contract of life insurance.

This duty, however, does not require disclosure of a matter: that diminishes the risk to be undertaken by the Insurer;

- that is common knowledge;
- that the Insurer knows or, in the ordinary course of his/her business, ought to know; and
- as to which compliance is waived by the Insurer.

Non-Disclosure

If you fail to comply with your duty of disclosure, there may be consequences for the payment of a claim.

- If you fail to comply with your duty of disclosure and the insurer would not have entered into the same contract of insurance if the failure had not occurred, the insurer may avoid the contract within 3 years of entering into it.
- If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

In exercising its rights the insurer may have to treat different cover held by you as individual contracts of life insurance and elect whether to apply its rights to each contract separately.

Additional Rights

If you fail to comply with your duty of disclosure and the insurer has not avoided your contract, the insurer may elect to:

- Reduce your level of cover
 - For a contract of life insurance which does not provide death cover, the insurer can elect to reduce your level of cover according to the formula prescribed by law at any time; or
 - For a contract of life insurance which does provide death cover, the insurer can elect to reduce your level of cover according to the formula prescribed by law within three years of entering into the contract with you.
- Vary your contract
 - For a contract of life insurance which does not provide death cover, the insurer can vary the contract in a way that places the insurer in the same position they would have been if the non-disclosure or misrepresentation had not occurred.

The insurer has all of the above rights if you make a misrepresentation to it.

How do you make a claim?

You should notify Tidswell as soon as reasonably possible after an event that is likely to give rise to a Death (including a terminal illness), TPD or Income Protection claim. We will then send you the claim forms which should be completed and returned to us. The claim forms will generally require information and evidence such as medical practitioner reports, employer reports and health certificates.

You are responsible for meeting any costs incurred in completing the claim forms. For TPD, a terminal illness or Income Protection claims, the Insurer may request additional information or require the insured person to be examined by a medical practitioner or professional of the Insurer's choice. Following provision by the member of the initial medical evidence to support their claim, generally, the Insurer will pay the costs associated with any additional medical information it may require to assess your claim. It's important that all requested information is provided; otherwise the claims process may be delayed. In the event that a claim is made, the Insurer reserves the right to investigate the claim including but not limited to conducting surveillance and requesting information and medical examinations.

It is important that, in the event of your death, a relative or legal personal representative notifies Tidswell as soon as possible so that the claims process can begin. Once we receive formal written notification of death, we will contact the relatives or legal personal representative to obtain further documentation and finalise the claim.

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