

Reference guide

Insurance – FreshFood Superannuation Plan

Preparation date: 1 July 2023

This reference guide is specifically for members of the FreshFood Superannuation Plan ('the Plan') where the cost of automatic insurance cover is fully funded by FreshFood. It is a summary of the important terms and conditions of your insurance and forms part of the Product Disclosure Statement (PDS) for smartMonday PRIME TEF dated 1 July 2023.

This information, including terms and conditions, may change from time to time. The latest information is available on our website at smartmonday.com.au.

Insurance cover is provided through a group insurance policy with **Zurich Australia Limited ABN 92 000 010 195 ('Zurich', 'the insurer')** and held by the trustee on your behalf. The policy for the Plan includes the policy schedule issued for the Plan. **Zurich** has consented to be named as the insurer in this document. Cover is subject to the terms and conditions contained in the policy, which prevail over the information contained in the PDS, this reference guide, and any other related disclosure or information, to the extent of any inconsistency. The capitalised words have specific meanings as defined in the policy. Some of the key definitions are copied in this document. If you need more details on any of the capitalised words without definition in this document, or have any other questions regarding the information in this document, please contact us on **1300 614 644**.

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Insurance in your super – FreshFood

Insurance cover in this Plan is provided on the basis that your participating employer is fully-funding the cost of insurance premiums for automatic cover while you continue to be employed by your employer, and you are not working in an **Excluded occupation** when cover commences (see page 12).

If your employer ceases to fully-fund insurance premiums:

- Your insurance cover may be cancelled if your superannuation account balance cannot support the deduction of insurance premiums. We will contact you if this happens and provide you with options if you want to maintain your insurance cover.
- Different rules may apply for the eligibility, commencement, and limitations placed on automatic cover. Your *Welcome Pack* will provide information on this, if this situation occurs.

Eligible members aged between 15 and 64 who are Permanent Employees of FreshFood **working 15 or more hours per week** are automatically provided with the following types of insurance cover through the Plan:

- Death cover;
- Total and Permanent Disablement ('TPD') cover; and
- Income Protection cover (also known as Salary Continuance Insurance).

A 'Permanent Employee' means a person who is working for the Plan Participating Employer on a permanent basis or under a contract of services for a fixed term of at least 12 consecutive months, working at least 15 hours per week.

Members who are not Permanent Employees of FreshFood (e.g. Casual Employees) are not eligible for cover in the plan.

Automatic insurance cover usually commences within the Plan with effect from the date you commence employment with FreshFood (provided you are eligible for cover) and is determined in accordance with the provisions of the Plan's relevant insurance policy. Insurance cover will be limited to New Events cover if you are not 'At Work' on that date. See page 12 for definitions.

An insured member who does not meet these requirements is correspondingly described as 'not At Work'.

Your At Work status is based on information provided by your employer to the trustee. For more information contact your Human Resource Officer.

Eligibility criteria

A member of the Plan is eligible to be an insured member if they:

- satisfy the eligibility rules in the Policy Schedule (as summarised in this section);
- are an **Australian resident** or holder of a Visa;
- reside in Australia (unless the person is overseas as explained in 'Cover while employed overseas' below);
- are working in an occupation that the insurer does not deem an **Excluded occupation** when cover commences; and
- are aged over 15 and less than the maximum benefit entry age (age 64) on the day they are first eligible for cover.

See page 12 for more definitions.

Death and TPD insurance cover

Permanent Employees (age 15 to 65) - Category 1 membership

When you are enrolled to the FreshFood plan, your membership and insurance will commence in Category 1 of the plan.

In the event of your death, or declaration of total and permanent disablement (TPD) while you are a Permanent Employee of FreshFood and an insured member of the Plan, the total benefit paid will be equal to your:

PLAN BALANCE + INSURED BENEFIT (if you are entitled to an insurance benefit)

Where the **PLAN BALANCE** is your account balance/s in the Plan.

The **INSURED BENEFIT** is calculated using a formula, as follows:

$15\% \times \text{future service (in years and completed months to age 65)} \times \text{salary at date of death (for Death benefit) or Event Date (for TPD benefit)}$.

See page 12 for the definition of 'Event Date'.

Example:

Assuming an insured member age 43 with a plan balance of \$50,000 dies or becomes totally and permanently disabled:

Salary	\$40,000
Future years of service to age 65	22 years
Insured Benefit: $15\% \times \$40,000 \times 22 \text{ years}$	\$132,000
Plan Balance:	\$50,000
Total benefit paid*: (Insured Benefit + Plan Balance)	\$182,000

* Taxation may apply. See the *Tax, super and privacy* reference guide on our website at smartmonday.com.au

Permanent Employees (who continue to work past age 65 to age 70) - Category 4 membership

Unless we are notified by you or FreshFoods that you have ceased employment when you turn 65, your membership will be transferred to Category 4 of the plan.

Your insurance cover will continue until you turn age 70, when it will cease, or earlier if we are notified that you have ceased employment, or your cover has ceased for some other reason. In the event of your death, or declaration of total and permanent disablement (TPD) while you are a Permanent Employee of FreshFood and an insured member of the Plan, the total benefit paid will be equal to your:

PLAN BALANCE + INSURED BENEFIT (if you are entitled to an insurance benefit)

The **INSURED BENEFIT** is calculated using a formula, as follows:

$15\% \times \text{future service (in years and completed months to age 70)} \times \text{salary at date of death (for Death benefit) or Event Date (for TPD benefit)}$.

See page 12 for the definition of 'Event Date'.

Increases to your automatic Death and TPD insurance benefit

The amount of insured benefit for automatic cover is calculated in accordance with the formulas above, depending on the membership category you are in. For insured members who are Permanent Employees:

- Provided the insured member is At Work, the amount of automatic cover may increase at annual review (1 July) in accordance with the benefit formula in the event of a Salary increase; and
- If the increase in the amount of automatic cover is up to the lesser of \$1 million and 25% of the cover held by the insured member immediately before the increase, the insured member does not need to provide health/medical evidence.

Insurance premiums for Death and TPD cover

Insurance costs for automatic Death and TPD cover provided through the Plan to eligible members who are Permanent Employees of FreshFood are met by FreshFood, until cessation of employment with FreshFood.

Insured benefit on Terminal Illness

If you have Death insurance cover, in the event of Terminal Illness, an insured Terminal Illness benefit may be payable. An insured member is Terminally Ill if in the opinion of at least two medical practitioners (one whom the insurer may elect and require to be a specialist physician), the insured member is likely to lead to the death of the insured member within 12 months from the date of written certification. The amount of Terminal Illness benefit is the lesser of:

- the insured death benefit;
- \$2.5 million.

The amount of insured Death benefit is reduced by any amount of an insured Terminal Illness benefit that has been paid. Any remaining amount of Death benefit is paid on the death of the member (if death occurs while an insured member of the Plan).

An insured Terminal Illness benefit can only be paid by the trustee to a member if the member satisfies the definition of 'terminal medical condition' in the superannuation legislation.

Please note: Before 1 July 2015, members with a terminal illness could access their super if they received certification from two medical practitioners that they had less than 12 months to live. On 1 July 2015, the Government extended the certification period for a terminal illness from 12 months to 24 months.

If you wish to claim your super early, it is advisable for you to ensure that you leave a sufficient account balance to cover your insurance premiums. Insurance was not covered in the new provisions and can still only be accessed if you have less than 12 months to live.

The insurance terms which apply to Death cover such as when cover ceases, exclusions, arrangements applicable during periods of leave or overseas travel also apply to any insured Terminal Illness benefit.

Cessation of Death and TPD insurance cover

An insured member's Death-only cover or Death and TPD cover will cease and the insurer's liability to pay any insured benefit under the Policy will cease on the earlier of:

- the date the Insurer receives written notification from the insured member to cancel the cover;
- the date your account becomes inactive. i.e. If we have not received an amount for you (e.g. contribution or rollover) for a continuous period of 16 months and you don't elect to keep your cover;
- the date the insured member who is not an Australian resident is no longer permanently in Australia, or not eligible to work in Australia (whether that is because you no longer hold a Visa or for any other reason);
- the date you reach the benefit expiry age (age 70 for Death cover, age 65 for TPD cover);
- the date the insurer cancels and/or avoids the Policy, or cover in respect of an insured member, in accordance with its legal rights;
- the date the insured member commences active duty with the armed forces of any country, except where the insured member is a member of the Australian Defence Force Reserves, in which case, cover for all benefits will cease only when the Reservist becomes the subject of a call out order under the Defence Act 1903 (Cth);
- the date the insured member dies;
- the date a TPD Benefit is paid or payable under the Policy in respect of the insured member;

- the date the insured member is paid a Terminal Illness Benefit which is equal to the amount of the Death Benefit in respect of that insured member;
- the date the insured member permanently retires from employment (TPD cover only, Death cover may continue);
- the cover cessation dates specified in the 'Extended Cover' section (page 10) where the insured member ceases to satisfy the eligibility criteria (page 2);
- the expiry of the 24 month period or another period agreed by the insurer in writing, where the insured member takes paid or unpaid leave for more than the permitted period;
- the expiry of the 3 year period where the insured member is overseas for a period longer than 3 months (as a non-Australian resident);
- the date the Policy is terminated.

The benefit payable after any of the above 'cessation of cover' events is therefore the same as the withdrawal benefit. i.e. the full balance of your account within the Plan.

Any Death-only and Death and TPD insurance cover you have will cease upon termination of your employment with FreshFood.

As FreshFood pays the premiums associated with automatic insurance cover, you cannot cancel or change (e.g. increase or reduce) automatic cover while a member of the Plan.

Exclusion applicable to Death and TPD cover

In the event of war in Australia, New Zealand or your country of residence, the insurer may:

- offer continued insurance cover to the Plan, subject to the payment of increased premium rates (including during the premium rate guarantee period);
- exclude cover for any event caused directly or indirectly, wholly or partially, by war; or
- exclude cover if an insured member dies on war service.

This exclusion means that a benefit may not be paid under this Policy in respect of an insured member who dies on war service.

Total and Permanent Disablement (TPD) – What does this mean?

To be entitled to a TPD insurance benefit, an insured member must satisfy at least one of the following TPD definition Parts (1), (2), (3), (4) or (5).

Part (1) Any occupation

You satisfy all of the following:

- are aged 66 years or less on the Event Date;
- are Gainfully Working for an average of at least 15 hours per week as a Permanent Employee (including an eligible contractor) on the day immediately prior to the Event Date; and,
- have either:
 - worked for at least 6 consecutive months or more immediately prior to the Event Date, or
 - worked for less than 6 consecutive months immediately prior to the Event Date but have in fact worked for an average of 15 hours or more per week since commencing cover under the policy, and
- in the insurer's opinion based on medical or other evidence satisfactory to the insurer, solely because of injury or illness, you:
 - have not worked at any time during the Waiting Period, and,
 - as at the Date of Disablement are unlikely ever to be able to work in any gainful employment for which you are reasonably suited by education, training or experience.

Part (2) Permanent impairment

You satisfy all of the following:

- are Gainfully Working on the day immediately prior to the Event Date;
- solely because of injury or illness, you suffer at least 25% permanent whole person impairment as defined in the American Medical Association Publication Guides to the Evaluation of Permanent Impairment, 5th edition, or an equivalent guide to impairment approved by the insurer; and
- In the insurer's opinion based on medical or other evidence satisfactory to the insurer, solely because of injury or illness, you as at the Date of Disablement are unlikely ever to be able to work in any gainful employment for which you are reasonably suited by education, training or experience.

Part (3) Specific loss

You satisfy all of the following:

- solely because of injury or illness, suffer the total and permanent loss of the use of either:
 - two limbs (where 'limb' is defined as the whole hand or the whole foot), or
 - the sight in both eyes, or
 - one limb and the sight in one eye,which is certified by at least two medical practitioners, and
- in the insurer's opinion based on medical or other evidence satisfactory to the insurer, solely because of injury or illness, you as at the Date of Disablement are unlikely ever to be able to work in any gainful employment for which you are reasonably suited by education, training or experience.

Part (4) Activities of Daily Work

You satisfy all of the following:

- solely because of injury or illness, you are totally and irreversibly unable to perform at least three **activities of daily work**, and;
- in the insurer's opinion based on medical or other evidence satisfactory to the insurer, solely because of injury or illness, you as at the Date of Disablement are unlikely ever to be able to work in any gainful employment for which you are reasonably suited by education, training or experience.

Activities of daily work means:

- **bending** – the ability to bend, kneel or squat to pick something up from the floor and straighten up again.
- **communicating** – the ability to:
 - clearly hear with or without a hearing aid or alternative aid if required;
 - comprehend and express oneself by spoken or written language with clarity; and
 - interact with others by listening, comprehending and speaking on a day-to-day basis and in a work environment.
- **vision (reading)** – the ability to read, with or without correction with suitable lenses, to the extent that an ophthalmologist can certify that:
 - visual acuity is equal to, or better than, 6/48 in both eyes, or;
 - constriction is within or greater than 20 degrees of fixation in the eye with the better vision.
- **walking** – the ability to walk more than 200m on a level surface without stopping due to breathlessness, angina or severe pain elsewhere in the body.
- **lifting** – the ability to lift, carry or otherwise move objects weighing up to 5kg using one or both hands.
- **manual dexterity** – the ability, with reasonable precision and success, to:
 - use at least one hand, its thumb and fingers, including the ability to pick up and manipulate small objects, and
 - use a keyboard.

Part (5) Cognitive loss

You satisfy all of the following:

- solely because of injury or illness, you suffer Cognitive loss, and
- in the insurer's opinion based on medical or other evidence satisfactory to insurer, solely because of injury or illness, you as at the Date of Disablement are unlikely ever to be able to work in any gainful employment for which you are reasonably suited by education, training or experience.

Income protection insurance cover

Eligible members who are Permanent Employees of FreshFood working and aged between 15 and 64 will also be automatically provided with Income Protection cover, subject to the 'At Work' requirement and the eligibility criteria shown on page 2.

This insurance cover is designed to provide an eligible insured member with a monthly insurance benefit in the event of Disablement during the period you are entitled to such benefit in accordance with the Plan's policy (called 'Benefit Period').

An insured member of the Plan is covered 24 hours a day, 7 days a week, until cover ceases in accordance with the policy terms shown on page 8.

Calculating the monthly benefit

The amount of monthly benefit is $\frac{1}{12}$ th of 75% of your annual salary immediately prior to being Disabled (subject to the maximum monthly benefit of \$30,000 per month).

Provided the insured member is At Work, the amount of monthly benefit may increase at annual review (1 July) in accordance with the formula shown above in the event of a salary increase.

If the increase in the amount of monthly benefit is up to the lesser of \$12,000 per month (i.e. the Automatic Acceptance Limit) and 25% of the monthly benefit held by the insured member immediately before the increase, the insured member does not need to provide health/medical evidence.

The Benefit Period

The Benefit Period is a maximum of **2 years**. This is the maximum period that the monthly benefit can be paid under the policy where an insured member is entitled to an income protection benefit.

The monthly benefit will continue to be paid until the earliest of:

- for an insured member on a Visa, the date their employment contract and/or Visa expires or is otherwise terminated, or the date the insured member departs Australia;
- the date the insured member ceases to be Totally Disabled or Partially Disabled, as applicable;
- for a Partial Disability Benefit, the date the insured member is earning, or being capable of earning, a monthly salary equal to or greater than their Pre-Disability Salary;
- the insured member's death;
- the insured member reaching the benefit expiry age of 65;
- the end of the Benefit Period (i.e. at the expiry of 2 years).

The Waiting Period

The Waiting Period is **30 days**. This means the monthly benefit commences after an insured member has been Totally Disabled or Partially Disabled for longer than 30 consecutive days.

Early Notification Incentive Benefit

Where a claim is accepted for a Total Disability Benefit or Partial Disability Benefit in respect of an insured member, the insurer will pay an Early Notification Incentive Benefit once during a claim period if the insured member, no later than 30 days after the occurrence of the event giving rise to a claim:

- notifies the insurer of their intention to make a claim, and
- provides the information required by the insurer to establish the occurrence of the event giving rise to the claim.

The Early Notification Incentive Benefit is 25% of the disability benefit payable for the first month (or if this is for less than one month, a pro-rata amount for each day the insured member is disabled).

Return to work assistance

If the insurer is of the opinion that participation in rehabilitation or a return to work program may help an insured member return to work, the insurer may pay some or all of the program expenses approved by the insurer directly to the appropriate service provider. Any payments will be made at the insurer's discretion.

Recurring disablement

If an insured member was previously on claim and ceased to be entitled to benefits under the policy because he or she was no longer disabled, and another claim ('Recurrent Claim') is made in respect of the same or related illness or injury which was the cause of the original claim, the insurer will treat this as a continuation of the original claim and the waiting period will be waived subject to the following conditions:

- the insured member becomes disabled as a result of the same or related illness or injury which was the cause of the original claim within 6 months of the original claim ending, and
- the insured member's insurance cover is still in force.

This means that the Recurrent Claim is part of the same benefit period as the original claim. The insurer will only pay disability benefits for the remaining benefit period, which has been reduced by the original claim.

The insurer will consider an insured member to be suffering from a separate injury or illness and a new waiting period and benefit period will apply if the recurrence occurs after the expiration of 6 months since the insured member was entitled to be paid a disability benefit in respect of the original claim.

Workplace modification assistance

If the insured member is receiving Total Disability Benefits or Partial Disability Benefits and the insurer agrees that the insured member's place of employment requires modification in order to return to work, the insurer may pay all or some of the modification expenses to a service provider. The maximum payment is three times the insured member's monthly benefit, and any payments will be made at the insurer's discretion.

A payment under this clause may only be made once in respect of each insured member.

Escalation Benefit

12 months after an insured member has been continuously on claim for a disability benefit, the monthly benefit will be increased by the lesser of the annual CPI increase and 5% p.a.

The Escalation Benefit will be applied to increase the monthly benefit even if it causes the monthly benefit to exceed the maximum monthly benefit level, automatic acceptance limit, or any forward underwriting level that applies to the insured member.

Reduction of your Income Protection insurance benefit

Any benefit payable will be reduced by other sources of income that you may receive. This may include, but is not limited to amounts payable (including settlement or commutation amounts) in respect of the insured member in respect of:

- any statutory insurance scheme such as Workers Compensation or Accident Compensation payments (including amounts for past or future economic loss);
- loss of income or earning capacity (including amounts for past or future economic loss);
- damages under common law, where amounts paid or payable or calculated by reference to loss of income or earning capacity (including amounts for past or future economic loss);
- paid parental leave where the insured member suffers disability during a period of parental leave;
- income replacement, payable to you under any disability, injury or sickness insurance policy such as another income protection or salary continuance insurance policy, except for lump sum benefits received for total and permanent disablement, trauma benefits or terminal illness benefits.

The following payments will not reduce your income protection benefit:

- Disability Support Pension payable by Centrelink or its successors;
- sick leave;
- annual leave;
- redundancy payments;
- long service leave entitlements; and
- investment income.

Death Benefit

If an insured member dies while eligible for a disability benefit, the insurer will pay you an amount equal to three times the insured member's disability benefit amount paid in the month immediately preceding his or her death.

If the insured member is eligible for a disability benefit but dies before benefit payments commence, the insurer will pay the Death Benefit provided that the insured member notifies the insurer of their intention to claim a disability benefit prior to their death.

The Death Benefit is not payable during the Waiting Period.

Insurance premiums for Income Protection cover

Insurance costs for automatic cover provided through the Plan to eligible members who are Permanent Employees of FreshFood working at least 15 hours per week are met by FreshFood, until cessation of employment with FreshFood.

Cessation of Income Protection cover

Cover will cease in the following circumstances (whichever occurs first):

- the date we receive written notification from the insured member to cancel the cover;
- the date your account becomes inactive. i.e. If we have not received an amount for you (e.g. contribution or rollover) for a continuous period of 16 months and you don't elect to keep your cover;
- the date the insured member who is not an Australian resident is not eligible to work in Australia (whether that is because you no longer hold a Visa, or for any other reason);
- the cover cessation dates specified in the 'Extended Cover' section (page 10) where the insured member ceases to satisfy the eligibility criteria (see page 2);
- the date the insured member reaches age 65;
- the date the insurer cancels and/or avoids the Policy, or cover in respect of an insured member, because the insurance premium has not been paid, or otherwise in accordance with its legal rights;
- the date the insured member commences Active service with the armed forces for any country (except where the insured member is a member of the Australian Defence Force Reserves, in which case, cover for all benefits will cease only when the Reservist becomes the subject of a call out order under the *Defence Act 1903 (Cth)*);
- the date the insured member dies;
- the date the insured member permanently retires from employment;
- the expiry of the 24 month period or another period agreed by the insurer in writing, where you take paid or unpaid leave for more than the permitted period of up to 24 months;
- the expiry of the 3 year period where the insured member is overseas for a period longer than 3 months (as a non-Australian resident); or
- the date the Policy is terminated.

For more details regarding insurance while on leave or the insurance for Australian and non-Australian residents overseas see page 10.

Exclusions applicable to Income Protection cover

Benefit payments will not be made if the event giving rise to the claim is caused directly or indirectly, or wholly or partially:

- by War, or act of War;
- by an insured member's intentional self-inflicted act; or
- by pregnancy, unless the insured member is Disabled for more than three months after the end of the pregnancy, in which case the Waiting Period is deemed to start on the later of, the date Total Disability begins, and the end of the pregnancy.

Benefits may reduce or payment may be refused:

- while the insured member is imprisoned or on remand in a correctional or rehabilitation facility;
- if the trustee or the insured member do not comply with the insurer's claim requirements; or
- where the insurer has not received notice at the time an insured member's Disability starts, to the extent that the insurer's assessment or management of the insured member's claim is prejudiced.

The insurer cannot reimburse any expenses which:

- the insurer is not permitted by law to reimburse; or
- are regulated by the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth).

Any Income Protection insurance cover you have will cease upon termination of your employment with FreshFood.

As FreshFood pays the premiums associated with automatic insurance cover, you cannot cancel or change (e.g. increase or reduce) automatic cover while a member of the Plan.

Disability definitions for income protection

Total disability/totally disabled means solely as a result of illness or injury, the insured member is:

- medically certified as being incapable of performing one or more duties of his or her usual occupation necessary to produce salary;
- not engaged in any occupation, and
- following the advice of a medical practitioner in relation to their illness or injury for which they are claiming.

The insured member won't be considered unable to perform a duty of their usual occupation if he or she refuses to accept:

- any reasonable omission, modification or substitution of that duty, or
- the use of any appropriate assistive aids that would enable the insured member to perform that duty.

Partial disability/partially disabled means in the insurer's opinion based on medical or other evidence satisfactory to the insurer, solely as a result of illness or injury, the insured member is:

- capable of performing their usual occupation in a reduced capacity, and only has capacity to earn a monthly income that is less than their monthly salary, or
- incapable of performing one or more duties of his or her usual occupation necessary to produce salary, Gainfully Working and receiving monthly income that is less than their monthly salary, and
- following the advice of a medical practitioner in relation to their illness or injury for which they are claiming.

The insured member will be considered capable of performing their usual occupation in a reduced capacity even if such work is not made available to the insured member.

General terms – All types of cover

Cover during paid and unpaid leave

An insured member is covered under the Policy for a period of up to 24 months while on paid or unpaid leave (including parental leave), subject to all of the following conditions being met by FreshFood:

- the premium in respect of the insured member must continue to be paid during the period of leave;
- FreshFood must approve the period of leave, prior to the insured member commencing leave;
- the identity of insured members on unpaid or paid leave and the number of insured members on such leave must be provided to the insurer when requested and at least annually with the member information;
- FreshFood must hold appropriate leave records in respect of that insured member that includes:
 - the date the paid or unpaid leave is to commence,
 - the date the insured member is expected to return to work.

If cover for you as an insured member on paid or unpaid leave is required beyond 24 months, an application in writing is required prior to the expiration of the 24 months.

If you are taking unpaid leave, you must advise us. Contact us on **1300 614 644**.

Cover while employed overseas

An insured member who is an Australian resident and who is working for FreshFood overseas will be provided with cover under the Policy. The member does not need to seek the insurer's prior consent to travel overseas for work.

Insurance cover in respect of an insured member who is a non-resident will cease upon his or her departure from Australia unless the overseas trip is for three years or less.

Extended Cover

Any Death-only cover, Death and TPD cover, or Income Protection cover a member has in the Plan will continue for a maximum of 60 days after the date they cease to meet the eligibility criteria subject to the following conditions:

- As at the date the insured member ceased to meet the eligibility criteria, the insured member had not received, nor was entitled to receive, a benefit under the Policy, nor was the insured member in a waiting period for such a benefit; and
- The extended cover will cease on the earlier of:
 - the date the insured member reaches benefit expiry age;
 - 60 days after the date the insured member ceases to meet the eligibility criteria;
 - the date cover for the insured member commences under a retail insurance policy issued by the insurer, through the member exercising the continuation option;
 - the date the insured member commences employment with a new employer or commences working as a contractor.

Cover on termination of employment

You can retain your smartMonday PRIME account after you leave your employer. We'll write to you when we've been informed that your employment with FreshFood has terminated and provide you with information about the changes to your account.

You may be eligible to apply for voluntary insurance cover provided you maintain a sufficient account balance for premiums to continue to be deducted. The terms of insurance contained in this Guide do not apply to voluntary cover as you will have a separate insurance policy if your application is accepted.

Continuation of Death cover

If your insurance cover ends because you no longer satisfy the eligibility criteria due to cessation of Gainful Employment with FreshFood, then you have the option to apply for an individual policy with the insurer for death cover equal to or less than the amount of Death benefit provided under the Plan's policy with the insurer. This is called the '**continuation option**'.

The insurer will not require medical evidence to assess the application under the continuation option, however your application is subject to the insurer's written acceptance and you must satisfy the requirements listed below to exercise the continuation option.

If you wish to exercise the continuation option for death cover, you can contact us on **1300 614 644** for further information.

If you take out the continuation option, you will effectively be taking out a new insurance policy directly with the insurer, Zurich. (The cover will not be provided through the Plan.)

Insurance premiums will be based on retail premium rates, and will be payable by you personally. **Note: the premiums cannot be paid from your superannuation account.**

Insurance benefits cover under the new policy will commence from the date your application for cover is approved and confirmed by the insurer. As such, there may be a period after you have ceased employment with FreshFood that you are not insured.

To exercise the continuation option for Death cover you must satisfy the following criteria:

- You are no longer Gainfully Working by FreshFood;
- You are no longer a member of the Plan;
- You are less than 60 years of age;
- You must be an Australian resident or holder of a Visa and not residing outside Australia;
- You must provide any information the insurer considers relevant that does not relate to medical information;
- You acknowledge that any restrictions, limitations or loadings under the existing policy will apply to your new individual policy;
- You must not be eligible to receive, or have received, benefits under the Plan's Policy or any other policy issued by an insurer providing any similar benefits; and
- You send an application to us **within 90 days** of your cover ending.

The commencement and cessation dates of your individual policy will be determined by the insurer and will be detailed in your new insurance policy as agreed between you and the insurer.

General terms – All types of cover

Proof of age

Proof of age may be required should an insurance claim be made. Such proof may include your birth certificate, passport, naturalisation certificate etc. and will be required at the time of submitting a claim.

Insurance Policy terms and conditions

The policy documents issued by the Plan's Insurer, which includes the policy schedules issued for group life and group income protection cover provided to the Plan, stipulate the detailed aspects of your cover within the Plan. These documents can be made available following a written request to us.

The PDS and this Insurance Guide contain a summary of the main features of available insurance cover and benefits that may be provided to members of the Plan. Insurance cover/benefits are subject to detailed terms and conditions (including defined terms) that are set out fully in the policy documents. In any dispute over insurance in the Plan, the policy terms will prevail.

The payment of any insured benefits by the trustee from the Plan is subject to acceptance of a claim by the Insurer, the Trust Deed and superannuation legislation. If, for whatever reason, insurance benefits are denied, reduced or limited by the Insurer, then the benefit payable from the Plan will be affected.

The trustee may adjust your insurance benefit/s if you do not provide information as required or in any way prejudicial to your insurance cover. If for any reason the Insurer refuses or restricts your cover, or having granted insurance, denies all or part of your claim, your benefit may also be adjusted.

The insurer may vary the insurance terms summarised in this guide (including but not limited to premium rates and any Automatic Acceptance Limits) in the event of the Plan's membership profile changes (including but not limited to the total number of insured members, gender, age, occupation) by 25% or more from that existing at the Plan's policy start date or the date on which the insurer last reviewed the premium rates.

Privacy

For information about your privacy as it relates to insurance arrangements with Zurich Australia Limited, their privacy policy is available at zurich.com.au/important-information/privacy.

The trustee's privacy statement is available at eqt.com.au/global/privacystatement.

General terms – Definitions

Definitions

- **Active service** refers to an insured member's occupation as part of a military force (including without limitation the defence force, including the army, the navy, the air force or like). Reserve duty is excluded.
- **At Work** means the insured member is:
 - actively performing all the duties of his or her usual occupation free from any limitation due to injury or illness;
 - working his or her usual hours free from any limitation due to illness or injury; and
 - is not in receipt of and/or entitled to claim income support benefits from any source including workers' compensation benefits, statutory motor accident benefits or disability income benefits (including government income support benefits).
- **Australian resident** means an Australian citizen, a New Zealand citizen or a permanent resident within the meaning of the Migration Act 1958 (Cth).
- **Cognitive loss** means the insurer has determined a total and permanent deterioration or loss of intellectual capacity that has required you to be under continuous care and supervision by another adult person for at least 6 consecutive months and, at the end of that 6 month period, you are likely to require ongoing continuous care and supervision by another adult person, provided at least two medical practitioners have certified that to be the case.
- **Contractor** means a person is performing all the normal duties of his or her work, is working on a contracted basis and is under a fixed term contract of not less than one year in duration.
- **Date of Disablement** means:
 - for Part (1) of the TPD definition, the first day after the expiry of the 6 consecutive month period;
 - for all other parts of the TPD definition, the first day that all of the elements of the definition are satisfied.
- **Event Date** means:
 - for Part (1) of the TPD definition, the first day of the 6 consecutive month period during which you, in the insurer's opinion, solely because of injury or illness, have not worked;
 - for all other parts of the TPD definition, the date on which you suffer the loss or impairment, as stipulated.
- **Excluded occupation:** Some occupations may not be eligible for any insurance cover in the fund because the insurer considers them too hazardous. More information about the classification of occupations for insurance purposes is available in the insurer's *Occupation guide* at zurich.com.au.
Gainfully working means employed or self-employed for gain or reward in any business, trade, profession, vocation, calling, occupation or employment.
- **Medical practitioner** means a registered and qualified medical practitioner in Australia, or another country as approved by us, who in our opinion, is qualified in an appropriate specialty, and who is not the trustee, the insured member, or the insured member's spouse, family member, business partner, employee or employer.
- **New Events cover** means an insured member will not be covered for any pre-existing condition. The insured member is only insured for claims arising from an illness which first becomes apparent to the insured member, or from an injury that occurs to the insured member on or after the date the insured member's cover commenced, recommenced or reinstated, or increased under the relevant policy.
- **Partial Disability Benefit (for income protection):** If an insured member has reduced working capacity after a period of total disability, the insurer will pay you a portion of the monthly benefit for a period which will not exceed the benefit period.
- **Total Disability Benefit (for income protection):** If an insured member is unable to work due to illness or injury, the insurer will pay you the monthly benefit while the insured member remains disabled for a period which will not exceed the benefit period. If an insured member is eligible for a Total Disability Benefit, the maximum monthly benefit you can receive in respect of an insured member is generally 75% of the insured member's monthly salary.
- **Visa** means a current and valid visa permitting residency (excluding a visa allowing permanent residency in Australia) or employment in Australia issued in accordance with the Migration Act 1958 (Cth) or any amending or replacing Act which enables an eligible person or insured member to work in Australia.
- **Waiting Period** means:
 - for the purposes of the application of Part (1) of the TPD definition, a period of 6 consecutive months;
 - for the purposes of the Income Protection cover for the FreshFood plan, the Waiting Period is 30 consecutive days.

The information in this Guide is general in nature. Before making a decision about this product, you should consider whether it suits your personal needs and objectives. You should speak with a financial adviser to obtain advice tailored to your personal circumstances. Past performance is not a reliable indicator of future performance.

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