Supplementary Product Disclosure Statement

ISSUE DATE: 24 SEPTEMBER 2021

TAL Life Limited

GPO Box 5380, Sydney NSW 2001

1300 209 088

1300 351 133

customerservice@tal.com.au

www.tal.com.au

This Supplementary Product Disclosure Statement (SPDS) is effective from 24 September 2021 (Issue Date). This SPDS is issued by TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL).

This SPDS has been issued to inform you of important amendments to the Product Disclosure Statements listed in the table below (the **PDSs**). You should read this SPDS carefully as it supplements the PDSs, and amends, deletes or replaces some sections in those documents.

This SPDS must be read together with the PDS applicable to you, whether your insurance product is held inside or outside of superannuation. If you are unsure which of the PDSs applies to your insurance product, or if you have any other questions in relation to this SPDS, please contact us using the details above.

PDSs

Item Number	Document titles	Issue Date
1	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Brochure 1 April 2002	31 March 2017
2	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Brochure 15 March 2003	31 March 2017
3	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 11 March 2004 / TOWER Protection Policy Product Disclosure Statement 1 September 2004	31 March 2017
4	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 1 April 2005 TOWER Protection Policy Product Disclosure Statement 1 November 2005	31 March 2017
5	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 10 April 2006	31 March 2017
6	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 2 April 2007	31 March 2017
7	Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 30 April 2008 TOWER Protection Policy Product Disclosure Statement 17 November 2008	31 March 2017
8	Transfers of Ownership or Buy-Backs: Accelerated Protection Policy 01 July 2007 Accelerated Protection Policy 17 November 2008	31 March 2017
9	Transfers of Ownership or Buy-Backs: Partner Insurance Portfolio (May 2007) , PrefSure Disability Income Portfolio (10 June 2005) , PrefSure Life Insurance Portfolio (10 June 2005) , Lumley Disability Income Portfolio (1 January 2004) , Lumley Life Insurance Portfolio (1 January 2004)	31 March 2017
10	Transfers of Ownership or Buy-Backs: Life Insurance Customer Information Brochure (01-03-1995) , Risk Insurance Portfolio Customer Information Brochure (01-03-1994) , Risk Products Disclosure Statement (01-01-1993, 01-04-1993)	31 March 2017

Item Number	Document titles	Issue Date
11	Transfers of Ownership or Buy-Backs: Life Insurance Customer Information Brochure (01-01-1996, 01-09-1996) Life Insurance Customer Information Brochure (01-09-1997, 01-09-1998, 01-09-1999, 01-09-2000, 01-09-2001, 01-03-2002, 01-03-2003)	31 March 2017
12	Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 10 August 2009 Accelerated Protection Product Disclosure Statement 28 April 2010	1 December 2020
13	Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 28 October 2010,31 March 2011, 24 October 2011, 22 March 2012, 1 November 2012, 31 July 2013 Accelerated Protection Product Disclosure Statements for Investment Platforms 31 March 2011, 24 October 2011, 22 March 2012, 1 November 2012, 31 July 2013	1 December 2020
14	Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 18 December 2015 and 1 July 2016, Accelerated Protection Product Disclosure Statements for Investment Platforms 18 December 2015 and 1 July 2016	1 December 2020
15	Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 30 January 2014, 1 July 2014 and 12 December 2014, Accelerated Protection Product Disclosure Statements for Investment Platforms 30 January 2014, 1 July 2014 and 12 December 2014	1 December 2020
16	Accelerated Protection for Investment Platforms Product Disclosure Statement	1 April 2017
17	Accelerated Protection for Investment Platforms Product Disclosure Statement	12 October 2018
18	Accelerated Protection Combined Product Disclosure Statement and Policy Document	27 March 2020

Changes to the PDSs

1. References

In each PDS, where the word or phrase in the "Current" section in the table below is used, it should be replaced by the word or phrase in the "New" section below.

Current	New
Duty of Disclosure	Duty of disclosure or the duty to take reasonable care not to make a misrepresentation (whichever is applicable)
Eligible rollover fund	The Australian Taxation Office (ATO)
Guaranteed renewal of cover	Guaranteed continuation of cover
Guarantee of renewal	Guarantee of continuation
TAL Superannuation and Insurance Fund	TAL Super
TAL Superannuation Limited	Mercer Superannuation (Australia) Limited
TASL	MSAL
TAL Superannuation Limited (ABN 69 003 059 407) (AFSL 237 851)	Mercer Superannuation (Australia) Limited (ABN 79 004 717 533) (AFSL 235906)
Contact TAL or the Trustee: 1300 209 088 1300 351 133 customerservice@tal.com.au www.tal.com.au GPO Box 5380, Sydney NSW 2001	Contact us on: **TAL** 1300 209 088 customerservice@tal.com.au www.tal.com.au GPO Box 5380, Sydney NSW 2001 **MSAL (TAL Super)** 1300 209 088 customerservice@tal.com.au www.tal.com.au/talsuper GPO Box 4303, Melbourne, VIC 3001

2. Update to "Important Note" and "Other important information" sections

This change applies to the PDSs listed in the table above (the **PDSs**) with item numbers 1–11 :

On the page immediately following the cover page of above PDSs, in the section under the heading 'Important Notice', replace the paragraph in the "Current" column in the table below with the content in the "New" column of the table below.

Current	New
In this PDS, 'Policy" means your Policy and the 'Policy Owner' means the person who legally owns the Policy, including TASL where you have structured your Policy through the Fund. Where you take your Policy through another superannuation fund, the trustee of that superannuation fund will be the Policy Owner as it holds the Policy on your behalf.	In this document, 'TAL Super' means a plan within the Retail Division of the Mercer Super Trust (ABN 19 905 422 981). 'MSAL' refers to Mercer Superannuation (Australia) Limited (ABN 79 004 717 533) (AFSL 235906), the trustee of TAL Super. Reference to 'Policy' means your Policy and the 'Policy Owner' means MSAL, the trustee for TAL Super. Please refer to the **Life Insurance through TAL Super PDS** for more details about your membership of TAL Super. Where the Policy is structured through superannuation, the trustee of the fund owns the Policy on your behalf. Where premiums and benefit payments are made through the superannuation fund, they are subject to restrictions under superannuation law, and some features of the Policy will not apply.

On the page immediately following the cover page of the PDSs, in the section under the heading 'Other Important Information', replace the paragraph in the "Current" column in the table below with the content in the "New" column of the table below.

Current	New
There are other risks you should consider when deciding to purchase a product, including: 1. that the insurance you have chosen might be inadequate to protect your circumstances; 2. that claims may not be paid and this Policy may be cancelled where you have failed to comply with the Duty of Disclosure or you have made a fraudulent claim; 3. that the Policy may be cancelled if you have failed to pay your premium by the due date; and 4. If you structure your Policy through superannuation, the cost of premiums paid may gradually reduce your superannuation over time, leading to a lower balance at retirement. Accordingly, both your retirement and protection objectives should be kept in mind when structuring insurance through superannuation.	There are risks you should consider carefully when deciding to purchase, transfer or change insurance cover. These include: 1. that the insurance cover you have chosen might be inadequate to protect you and your family, including that inadequate Benefit Amounts or Plans and options may be selected, and that an event may be suffered that is not covered by the Policy; 2. that applications for new insurance or changes to your insurance may not be accepted by us; 3. that your Plans under the Policy will expire; 4. that claims may not be paid and the cover under your Policy may be cancelled or an insured benefit may be reduced where you have failed to comply with the duty of disclosure or the duty to take reasonable care not to make a misrepresentation (whichever is applicable), or you have made a fraudulent claim; 5. that claims will not be paid if the criteria and requirements to make a claim are not met, or an exclusion applies; 6. that your cover may be altered by a limitation, adjustment, exclusion, or change in terms at a specified date, which may reduce an amount you are paid if you claim or result in no claim being paid; 7. that the cost of the Policy can be increased; 8. that the insurance cover under the Policy may be cancelled if you have failed to pay your premium by the due date; and 9. the risks described in Important information on structuring insurance through superannuation section of this PDS. You should discuss these risks with your financial adviser, seek their assistance and ensure you have read and understood the PDS and Policy Document that applies to your insurance cover, and the Life Insurance through TAL Super PDS (where applying for change of ownership to TAL Super) before making an application.

3. Update to "Privacy", "Taxation" and "Tax information", "TAL Superannuation and Insurance Fund" sections

The table in the Appendix sets out the page numbers in the PDSs where the "Privacy", "Tax", "Taxation" and "Tax Information" and "TAL Superannuation and Insurance Fund" sections can be found. In each of the PDSs, these sections (including the heading) are deleted and replaced in full with the sections set out below.

Your Privacy

In this section regarding your privacy, the words 'we', 'us' and 'our' refer to TAL. Where your Policy is structured through superannuation, then the words 'we', 'us' and 'our' also refer to TAL Services Limited (ACN 076 105 130).

The way in which we collect, use and disclose your personal and sensitive information ('personal information') is explained in TAL's Privacy Policy which is available via the TAL website (www.tal.com.au) and free of charge on request. Our contact details are provided in the table below.

Our Privacy Policy contain details about the following:

- the kinds of personal information that we collect and hold;
- how we collect and hold personal information (including sensitive information);
- the purposes for which we collect, hold, use and disclose personal information (including sensitive information);
- how our customers may access personal information about them which is held by us and how they can correct that information; and
- how we deal with any complaints that our customers may have regarding privacy issues.

If you would like a copy or if you have any questions about the way in which we collect, use, secure and disclose your information please contact us using the details below:

1300 209 088

customerservice@tal.com.au

www.tal.com.au

GPO Box 5380, Sydney NSW 2001

Your personal and sensitive information will be collected to enable us to provide or arrange for the provision of our insurance products and services, and if your insurance is structured through superannuation, administer your superannuation account. We may request further personal information in the future, for example, if you want to make a claim and we need to collect health or financial information. If you do not supply the required information, we may not be able to provide the requested product or service or pay the claim.

In processing and administering your insurance benefits (including at the time of claim) we may disclose your personal information to other parties such as organisations to whom we outsource our mailing and information technology, government regulatory bodies and other related bodies corporate. We may also disclose your personal information (including health information) to other bodies such as reinsurers, your financial adviser, health professionals, investigators, lawyers and external complaints resolution bodies.

In administering your insurance benefits and superannuation account (if applicable), your personal information may be disclosed to service providers in another country. In these circumstances we have robust operational processes in place to protect the information including due diligence, vendor management and a formal contract requiring adherence with Australian privacy laws. Details about the countries to which we disclose information are available in our Privacy Policy.

Generally, we do not use or disclose any customer information for a purpose other than providing our products and services unless:

- our customer consents to the use or disclosure of the customer information; or
- the use or disclosure is required or authorised under an Australian law or a court/tribunal order; or
- the purpose is related to improving our products and services and seeking customer input such as market research; or
- the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body e.g. the police.

From time to time we or our related bodies corporate and business partners may wish to contact you to provide you with information about other products and services in which you may be interested. If you prefer not to receive direct marketing communications from us (or our related companies) you can let us know using any of the communication methods above.

We rely on the accuracy of the information you provide. If you think that we hold information about you that is incorrect, incomplete or out of date, please let us know using the communication methods above.

Under the current privacy law, you are generally entitled to access the personal information we hold about you. To access that information, simply make a request in writing. This process enables us to confirm your identity for security reasons and to protect your personal information from being sought by a person other than yourself.

There are some limited exemptions where we would be unable to provide the personal information that we hold about you in response to your request. These circumstances include, but are not limited to, where we reasonably believe the following:

- giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety;
- giving access would have an unreasonable impact on the privacy of other individuals;

- the request for access is frivolous or vexatious;
- the information relates to existing or anticipated legal proceedings between you and us and the information would not be accessible by the process of discovery in those proceedings;
- giving access would reveal our intentions in relation to negotiations with you in such a way as to prejudice those negotiations;
- the information should be provided directly by us to your doctor or healthcare professional;
- giving access would be unlawful; or
- giving access would reveal evaluative information generated by us in connection with a commercially sensitive decision-making process.

If, for any reason we decline your request to access and/or update your information, we will provide you with details of the reasons and where appropriate, a list of the documents that are not being provided directly to you. In some circumstances it may be appropriate to provide you with access to information that you've requested via an intermediary, such as providing medical information to a treating GP rather than directly to yourself. If this is the case, we will let you know.

Additional information about privacy rights and how to make a privacy related complaint can be found at the website of the Privacy Commissioner (www.oaic.gov.au) including sensible steps that you can take to protect your information when dealing with organisations and when using modern technology.

Tax

If you're considering the tax implications of holding and receiving benefits under your Policy, it is important you seek independent, professional taxation advice. The complexity of taxation laws and rulings is such that this advice should be specific to your circumstances. This should include any tax implications of purchasing insurance cover structured through superannuation or outside of superannuation. The following general information only applies to Australian resident individuals and is based on the Australian tax law and rules as at the date of issue of this PDS.

Goods and services tax (GST)

Your Policy is treated as input taxed under the GST law and the premium will not be subjected to GST. The premium rates are inclusive of any GST costs incurred in relation to the Policy. An input tax credit will not be available to the Policy Owner.

Insurance held outside superannuation

The following general information relates only to Australian resident individuals who are both the Policy Owner and the Life Insured. Superannuation law and tax law are complex, so it is important to seek professional advice specific to your circumstances.

Income tax

For Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, or Disability Protection Plan (including Business Expenses), premiums paid for insuring against loss of income should generally be tax deductible and benefit payments received which substitute for income are generally considered assessable income. This is not the case for Life Protection Plan, Term Insurance, Life Plan, Life Insurance, TPD Plan, TPD insurance, TPD, Crisis Protection Plan, Medical Catastrophe insurance, Trauma Diagnosis, Critical Illness and certain benefits under Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, and Disability Protection Plan (including Business Expenses). This may vary if insurance is taken out for business purposes and you should seek professional taxation advice.

Capital gains tax

Benefits payable under the Policy may be assessed under the capital gains tax provisions if you are not the original owner of the Policy and you acquired an interest in the Policy for consideration, or you received benefit payments from the Policy and fall outside of the exemption provisions.

Tax withholding

We usually do not deduct or remit tax from benefit payments unless required to do so by law.

Insurance structured through superannuation

The following general information relates only to complying superannuation funds. Superannuation law and tax law are complex, so it is important to seek professional advice specific to your circumstances. In the 2021-22 Federal Budget, proposed changes to the eligibility age for downsizer contributions and in respect of the work test for personal superannuation contributions were announced. At the date of issue of this PDS, these announced changes have not been legislated and for this reason they have not been included in the information below.

Individual members

You may be eligible for a tax deduction for your personal voluntary superannuation contributions.

From 1 July 2017 the requirement that you derive less than 10% of your income from employment sources was abolished and regardless of your employment arrangement you may be able to claim a tax deduction for your personal superannuation contributions. Under current law, those aged 67 to 74 will still need to meet the work test in order to be eligible to make a personal contribution. A one year exemption from the work test exists for members aged between 67 and 74 with total superannuation balances below $300,000 at the test time. This exemption will only apply for the 12 months from the end of the financial year that they last met the work test.

Personal contributions which are claimed as a tax deduction are concessional contributions and are subject to the concessional contributions cap discussed below. Employer and salary sacrifice contributions are also concessional contributions.

The concessional contributions cap for the 2021/2022 financial year is $27,500 for members of all ages. From the 2019/2020 financial year, members with total superannuation balances of less than $500,000 on 30 June in the previous financial year, may be able to use their unused concessional contributions cap space to increase their concession contributions cap.

Concessional contributions are generally included in the fund's assessable income and may be subject to tax at the rate of 15% in the fund's hands. However, where the member's personal adjusted taxable income exceeds $250,000, the Australian Tax Office (ATO) will issue an assessment to the member assessing their concessional contributions to an additional 15% of tax.

Where concessional contributions in excess of the applicable cap are made in a financial year the ATO will issue the member an assessment taxing the excess at the member's marginal tax rate (plus the Medicare levy). The member will be entitled to a tax offset equal to 15% of their excess concessional contribution (reflecting generally the tax already assessed to the recipient fund). An interest charge also applies for the deferral of tax.

If you are a low income earner and have eligible concessional superannuation contributions, you may be eligible for the low income superannuation tax offset, which is paid to your superannuation fund.

There are also limits on the amount of post-tax or 'non-concessional' contributions' that can be made on behalf of a member. Personal contributions for which you do not claim an income tax deduction and any excess concessional contributions that are not refunded by the fund, are non-concessional contributions

For the 2021/2022 financial year, the annual cap for non-concessional contributions is $110,000 and members with total superannuation balances of $1.7 million or more are not eligible to make non-concessional contributions. From 1 July 2021 the $1.6 million amount is increased to $1.7 million and the increase will depend on your individual circumstances (please seek personal advice on this matter). There is a 'bring-forward' option as discussed below. You will be taxed on non-concessional contributions over the cap at the rate of 45%, plus the Medicare levy where they cannot be released from a fund (and this is the case for TAL Super as stated below).

Under the 'bring-forward' option, generally people under 65 years of age can bring forward three years' entitlements to non-concessional contributions based on the annual cap limits above. However, from 1 July 2017 members with total superannuation balances over $1.48 million have reduced access to the bring-forward rule.

If you receive an excess concessional or non-concessional contribution determination from the ATO, you should not elect for amounts to be released from TAL Super. TAL Super is unable to process a release authority from the ATO because you will not have an accumulation interest in TAL Super. In these circumstances if you require an amount to be released, you should nominate another superannuation fund in which you have sufficient accumulation interest to make the release from

If your income is less than $56,112 (for the 2021/22 financial year), you may also benefit from government co-contributions if you make a personal after tax (non-concessional) contribution to your superannuation.

The government co-contribution is a payment made by the Federal Government to the superannuation account of eligible members who make personal non-concessional contributions. For more information contact your financial adviser or the ATO Superannuation infoline on 13 10 20.

Employers

Employer contributions are tax deductible to the employer where they are made to provide superannuation benefits for an employee or the employee's dependants.

Employers are entitled to claim a deduction for

contributions paid to complying superannuation funds for employees aged:

- under 75; or
- 75 and over, where contributions are required under relevant industrial awards.

Tax payable on death benefits

Lump sum death benefits are tax free if paid to a dependant for tax purposes or the member's estate where the beneficiaries of the estate are dependants of the member for tax purposes. Lump sum death benefits paid to non-dependants for tax purposes or the member's estate to the extent the beneficiaries are not dependants for tax purposes, are taxed at different rates depending on whether the elements are from taxed or untaxed sources. For elements taxed in the fund, the rate is the lower of the recipient's marginal tax rate and 15%, plus the Medicare levy. For elements untaxed in the fund, the rate is the lower of the recipient's marginal tax rate and 30%, plus the Medicare levy. The trustee of the member's estate does not bear the Medicare levy.

Tax payable on Terminal Illness benefits

Terminal illness benefits paid to members are tax free.

Tax payable on TPD benefits

Total and Permanent Disablement benefits are taxed at different rates, depending on the amount, the member's age when they were disabled and their age at the date of payment.

Tax payable on Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, and Disability Protection Plan (including Business Expenses) benefits

Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, and Disability Protection Plan (including Business Expenses) benefits that substitute for lost income should constitute assessable income in the hands of the individual recipient and should be taxed at the recipient's marginal tax rate, plus the Medicare levy where applicable.

Withholding tax

Where TAL or the trustee is required by law to deduct any tax, duty, impost or the like in connection with the payment of a benefit, TAL or the trustee will deduct the required amount from the payment and forward it to the relevant authority.

Important information on structuring insurance through superannuation

You can choose to structure your Policy through a complying superannuation fund. This means the trustee of the superannuation fund becomes the Policy Owner and you become a member of the fund.

When benefits are paid, they will be received by the trustee who will then distribute them in accordance with the governing rules of the superannuation fund and superannuation law.

Check with the trustee of your superannuation fund to see whether they can pay TAL your insurance premiums from your member account. This would be the case for most self-managed superannuation funds. If you are not a member of a complying superannuation fund, or you are a member of a fund which cannot pay us insurance premiums from your member account, you can still structure your Policy through superannuation by becoming a member of TAL Super (see Life Insurance through TAL Super PDS). This applies to Life Protection Plan, Term Insurance, Life Plan, Life insurance, TPD Plan, TPD insurance, TPD and Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, and Disability Protection Plan.

If you structure your Policy through superannuation the taxation impacts may differ from holding insurance outside of superannuation, so it's important to seek financial advice before you make this decision. Superannuation law is complex, so this advice should be specific to your circumstances. Please refer to the 'Taxation and Tax Information' section for more information.

There are some important differences between owning your insurance yourself and holding your insurance through superannuation. For example, some benefits will not apply where insurance is held through superannuation (as set out in the original PDS issued to you). However, in some circumstances structuring insurance through superannuation may be more advantageous.

When Income Protection Plan, Disability Income insurance, Income Plan, Income Protection insurance, and Disability Protection Plan is structured through superannuation:

- A claim may not be payable if you were not 'gainfully employed' (as set out in SIS) immediately before your disability started.
- If you're not 'gainfully employed' (as set out in SIS), you can apply to have your Plan suspended for up to 12 months.

If you are concerned or have any questions about the potential complications of structuring Income Protection through superannuation, you should speak to your financial adviser.

The following information is provided to assist you in understanding your options. It is general information only and is not intended to be a comprehensive statement of the laws applying to superannuation. You should talk to your financial adviser about your personal circumstances.

Contributions to a superannuation fund

Contributions can only be made to the superannuation fund in accordance with superannuation law. Superannuation law stipulates the way in which employer, personal, spousal and child contributions can be made, as well as work requirements and age limits in relation to the acceptance of superannuation contributions for members.

Payment of the death benefit

Superannuation law specifies that a death benefit can only be paid to the following:

- Member's spouse (married or de facto, including same sex couples).
- Child of the member of any age (including adopted child, stepchild and ex-nuptial child).
- The member's legal representative.
- Any person who was financially dependent on the member at the time of death.
- Any person with whom the member had an interdependency relationship.

If the trustee cannot locate any of these persons after conducting reasonable searches, the death benefit may be paid to an individual non-dependant such as a parent or sibling.

Payment of superannuation benefits

Other than death benefits, a superannuation benefit can only be paid where the member meets a condition of release under applicable superannuation law. In a general sense, these circumstances include Permanent Incapacity, Temporary Incapacity, Terminal Medical Condition, retirement (or the person has reached their preservation age), the termination of employment after age 60, leaving Australia after holding an eligible temporary resident visa, and on financial hardship or compassionate grounds. Rules relating to when superannuation benefits can be accessed are complex, so you should consult your financial adviser for further information.

Superannuation and family law

Provisions in the Family Law Act enable parties who are married to require superannuation fund trustees to carry out certain actions in relation to superannuation entitlements. Members should note that their spouse or de-facto will be able to request the trustee to disclose information about the member's benefit entitlements ('Request for Information').

The trustee is prohibited by law from informing members that such a request was made. The trustee will not pass any information about your present whereabouts to the person making the Request for Information.

Payment by rollover

Some superannuation funds are prevented from making rollovers to pay for insurance cover through superannuation – you should check whether your superannuation fund is able to pay a rollover.

Risk of holding insurance through superannuation

There are risks you should consider before deciding to hold insurance through superannuation, including:

- Except for Income Protection benefits, a benefit paid from a policy structured through superannuation is a superannuation benefit for tax purposes and it may be subject to more tax than would otherwise apply if the benefit was paid from the same insurance held outside of superannuation.
- Limits apply to the amount you can contribute to superannuation each year. Any contributions you make to a superannuation fund in order to pay premiums will reduce the amount you may be able to contribute to other superannuation accounts you hold for retirement savings purposes.
- Where you choose to pay premiums by rollover from another superannuation fund, your retirement savings will be reduced so that you may have less available to you on retirement than otherwise may have been the case. You should ensure that the cost of premiums do not inappropriately erode your retirement savings.

Taxation or superannuation laws may change in the future, altering the suitability of holding insurance in superannuation.

Structuring insurance through TAL Super

If you're structuring your Policy through TAL Super, you should also read the 'Life Insurance through TAL Super PDS' together with this PDS. It contains specific information on structuring your Policy through TAL Super.

4. Update to the sections titled "Duty of Disclosure" and "Complaints Process"

The table in the Appendix sets out the page numbers in the PDSs where the "Duty of Disclosure" and "Complaints Process" sections can be found. In each of the PDSs, these sections (including the headings) are deleted and replaced in full with the sections below

The duty of disclosure and the duty to take reasonable care not to make a misrepresentation

Duty of disclosure

The duty of disclosure applies when entering into, extending, varying, or reinstating a life insurance contract prior to 24 September 2021. For life insurance contracts that are consumer insurance contracts entered into, extended, varied, or reinstated on or after 24 September 2021, the duty to take reasonable care not to make a misrepresentation applies.

The duty of disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If the insurance is for the life of another person and that person does not tell us everything he or she should have, this may be treated as a failure by you to tell us something that you must tell us.

If you did not tell us something

In exercising the following rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover.

If you do not tell us anything you are required to, and we would not have insured you on the same terms if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. However, if the contract has a surrender value, or provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Duty to take reasonable care not to make a misrepresentation

For life insurance contracts entered into, extended, varied, or reinstated prior to 24 September 2021, the duty of disclosure applies.

The duty to take reasonable care not to make a misrepresentation applies when entering into, extending, varying, or reinstating a life insurance contract that is a consumer insurance contract from 24 September 2021. If your application is accepted, the Policy will be a consumer insurance contract.

If a life insurance contract was originally entered into before 24 September 2021, and is varied by agreement between you and us (other than automatic variations or variations which reduce a sum insured or remove or reduce covers, benefits or features) on and after that date, then the contract is treated as though it were entered into on or after 24 September 2021 and is treated as a consumer insurance contract, to the extent of the variation. This means that the duty to take reasonable care not to make a misrepresentation applies to variations (other than automatic variations or variations which reduce a sum insured or remove or reduce covers, benefits or features) made from 24 September 2021, while the duty of disclosure continues to apply to the parts of the Policy entered into before 24 September 2021.

The duty to take reasonable care not to make a misrepresentation

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

If the duty is not met

If the duty is not met, this can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

What can we do if the duty is not met?

If you or the Life Insured do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example we may:

- avoid the cover (treat it as if it never existed);
- vary the amount of the cover; or
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including:

- whether you or the Life Insured took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances.
- what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent; and
- in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

When applying for replacement cover

TAL will rely on the representations and disclosures made in respect of your original Policy for this replacement cover. TAL will only issue replacement cover as a new Policy if you complied with the applicable duty at the time the original Policy was issued and TAL would have issued the original Policy or Plan on the terms that it did. You must ensure that the representations and disclosures that were made in respect of your original Policy (including any variations, extension or reinstatement of that policy) were accurate at the time the original Policy was issued, varied, extended or reinstated.

Complaints Process

If you have a complaint about our services or your privacy you should direct your complaint depending on the product you hold:

Complaints about policies structured outside superannuation or SMSF

If you wish to make a complaint about your Policy you can write to:

The Manager, Dispute Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001
customerservice@tal.com.au

We will attempt to resolve your complaint within 30 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

Complaints about policies structured through superannuation

You should address your complaints to the trustee of your superannuation fund. The trustee will provide you with the details of its complaint-handling arrangements.

Australian Financial Complaints Authority (AFCA)

If an issue has not been resolved to your satisfaction within 30 days of lodging your initial complaint, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

1800 931 678

info@afca.org.au

www.afca.org.au

GPO Box 3, Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

Complaints about policies structured through TAL Super

If you are dissatisfied with your Policy which is structured through TAL Super, you should address your complaint to:

TAL Super Plan in the Mercer Super Trust
C/- The Manager, Dispute Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001
customerservice@tal.com.au

For most disputes, the Trustee will try to resolve your complaint within 45 days of receiving it. For disputes in relation to death benefit distribution, the Trustee will try to resolve your complaint within 90 days of receiving it. If the Trustee are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

If your complaint is not resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides a fair and independent financial services complaint resolution that is free to consumers.

- www.afca.org.au
- info@afca.org.au
- 1800 931 678
- Australian Financial Complaints Authority
  GPO Box 3, Melbourne VIC 3001

Some complaints must be lodged with AFCA within set timeframes or may be outside of AFCA's jurisdiction. Contact AFCA directly for more information about their time limits and other requirements.

5. Update to the sections titled "Making a claim" or "Notifying us of a claim" (as applicable)

This change applies to the "Making a claim" and "Notifying us of a claim" sections of the PDSs. The table in the Appendix sets out the page numbers in the PDSs where the "Making a claim" or "Notifying us of a claim" sections can be found. In the first paragraph of these sections in each PDS, the text in the "Current" column in the table below is deleted and replaced with the content in the "New" column of the table below (as applicable).

Current	New
After you become aware of any claim or potential claim under your Policy, you must notify us at your earliest opportunity	We will support you through the process of making a claim. If you wish to make a claim against the Policy, we strongly encourage you to contact us at the earliest possible opportunity. A delay in notifying us may mean it could take longer for us to assess your claim, as it may be difficult for us to access information we need to finalise our decision
We understand the benefits of early engagement and we will support you through the process of making a claim. If you wish to make a claim against the Policy, you must contact us at the earliest possible opportunity otherwise claim payments may be reduced to the extent the ability to assess the claim has been prejudiced by the delay in being able to adequately assess the claim.	We will support you through the process of making a claim. If you wish to make a claim against the Policy, we strongly encourage you to contact us at the earliest possible opportunity. A delay in notifying us may mean it could take longer for us to assess your claim, as it may be difficult for us to access information we need to finalise our decision

6. Update to the section titled "Changes in premium"

This change applies to the "Changes in premium" sections of the PDSs. The table in the Appendix sets out the page numbers in the PDSs where the "Changes in premium" sections can be found. The following paragraphs are added to the end of the "Changes in premium" section:

> "We will act reasonably when making decisions to change our premium rates or Policy fees and will only make changes to the extent reasonably necessary to protect our legitimate business interests.
>
> If your premiums increase, you will always have the option to reduce the premium by reducing your cover, subject to any minimum premiums or sum insured applicable to your policy.
>
> You will also always have the right to cancel your cover, at any time and for any reason, including a premium increase".

7. Appendix

Document titles	Issue date	Privacy	Taxation and Tax Information	TAL Superannuation and Insurance Fund	Duty of Disclosure	Complaints Process	Making a claim OR Notifying us of a claim	Changes in premium
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Brochure 1 April 2002	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Brochure 15 March 2003	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 11 March 2004 , TOWER Protection Policy Product Disclosure Statement 1 September 2004	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 1 April 2005 , TOWER Protection Policy Product Disclosure Statement 1 November 2005	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 10 April 2006	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 2 April 2007	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8

Document titles	Issue date	Privacy	Taxation and Tax Information	TAL Superannuation and Insurance Fund	Duty of Disclosure	Complaints Process	Making a claim OR Notifying us of a claim	Changes in premium
Transfers of Ownership or Buy-Backs: TOWER Protection Policy Product Disclosure Statement 30 April 2008 , TOWER Protection Policy Product Disclosure Statement 17 November 2008	31 March 2017	11-12	10-11 16-17	14-16	10	12-13	12	8
Transfers of Ownership or Buy-Backs: Accelerated Protection Policy 01 July 2007 , Accelerated Protection Policy 17 November 2008	31 March 2017	9-10	8-9 14-15	12-14	8	10-11	10	6
Transfers of Ownership or Buy-Backs: Partner Insurance Portfolio (May 2007) , PrefSure Disability Income Portfolio (10 June 2005) , PrefSure Life Insurance Portfolio (10 June 2005) , Lumley Disability Income Portfolio (1 January 2004) , Lumley Life Insurance Portfolio (1 January 2004)	31 March 2017	15-16	14-15 20-21	18-20	14	16-17	16	13
Transfers of Ownership or Buy-Backs: Life Insurance Customer Information Brochure (01-03-1995) , Risk Insurance Portfolio Customer Information Brochure (01-03-1994) , Risk Products Disclosure Statement (01-01-1993, 01-04-1993)	31 March 2017	8-9	7-8 13-14	11-13	7	9-10	9	6

Document titles	Issue date	Privacy	Taxation and Tax Information	TAL Superannuation and Insurance Fund	Duty of Disclosure	Complaints Process	Making a claim OR Notifying us of a claim	Changes in premium
Transfers of Ownership or Buy-Backs: Life Insurance Customer Information Brochure (01-01-1996, 01-09-1996) Life Insurance Customer Information Brochure (01-09-1997, 01-09-1998, 01-09-1999, 01-09-2000, 01-09-2001, 01-03-2002, 01-03-2003)	31 March 2017	10-11	9-10 15-16	13-15	9	11-12	11	7
Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 10 August 2009 Accelerated Protection Product Disclosure Statement 28 April 2010	1 December 2020	N/A	N/A	N/A	11	13	12 & 13	9
Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 28 October 2010, 31 March 2011, 24 October 2011, 22 March 2012, 1 November 2012, 31 July 2013 Accelerated Protection Product Disclosure Statements for Investment Platforms 31 March 2011, 24 October 2011, 22 March 2012, 1 November 2012, 31 July 2013	1 December 2020	N/A	N/A	N/A	11	13	12 & 13	9

Document titles	Issue date	Privacy	Taxation and Tax Information	TAL Superannuation and Insurance Fund	Duty of Disclosure	Complaints Process	Making a claim OR Notifying us of a claim	Changes in premium
Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 18 December 2015 and 1 July 2016, Accelerated Protection Product Disclosure Statements for Investment Platforms 18 December 2015 and 1 July 2016	1 December 2020	N/A	N/A	N/A	11	13	12 & 13	9
Transfers of Ownership or Buy-Backs: Accelerated Protection Product Disclosure Statement 30 January 2014, 1 July 2014 and 12 December 2014, Accelerated Protection Product Disclosure Statements for Investment Platforms 30 January 2014, 1 July 2014 and 12 December 2014	1 December 2020	N/A	N/A	N/A	11	13	12 & 13	9
Accelerated Protection for Investment Platforms Product Disclosure Statement	1 April 2017	N/A	N/A	N/A	34	37	36	33
Accelerated Protection for Investment Platforms Product Disclosure Statement	12 October 2018	N/A	N/A	N/A	30	33	32	29
Accelerated Protection Combined Product Disclosure Statement and Policy Document	27 March 2020	N/A	68 & 69	N/A	64 & 65	63	57	25

PRODUCT DISCLOSURE STATEMENT

Partner/PrefSure/Lumley

Transfers of Ownership or Buy-Backs:

Partner Insurance Portfolio (May 2007)

PrefSure Disability Income Portfolio (10 June 2005)

PrefSure Life Insurance Portfolio (10 June 2005)

Lumley Disability Income Portfolio (1 January 2004)

Lumley Life Insurance Portfolio (1 January 2004)

Product Disclosure Statement | 31 March 2017

TAL

Important Note

This Product Disclosure Statement (PDS) gives you important information about insurance products known as Partner Insurance Portfolio, PrefSure Disability Income Portfolio, PrefSure Life Insurance Portfolio, Lumley Life Insurance Portfolio and Lumley Disability Income Portfolio. You should consider the PDS in deciding whether to acquire or continue to hold the product.

Partner Insurance Portfolio, PrefSure Disability Income Portfolio, PrefSure Life Insurance Portfolio, Lumley Life Insurance Portfolio and Lumley Disability Income Portfolio are also called the 'Policy', and are issued by TAL Life Limited (TAL, we, us, our).

Lumley Life Limited (Lumley) was acquired by PrefSure Life Limited (PrefSure) in 2004, and the life insurance business of Lumley was merged with the life insurance business of PrefSure. PrefSure was acquired by TOWER in 2006 and the life insurance business of PrefSure was merged with the life insurance business of TOWER effective 2 April 2007. References to Lumley, PrefSure and TOWER should be replaced by TAL, and references to Lumley Life Personal Superannuation Fund and PrefSure Life Superannuation Fund should be replaced with TAL Superannuation and Insurance Fund.

You can structure the Policy through the TAL Superannuation and Insurance Fund (the Fund) in which case:

- you become a member of the Fund;
- TAL Superannuation Limited (TASL) as Trustee of the Fund (Trustee) owns the Policy on your behalf;
- premiums and benefit payments are therefore made through the Fund and subject to restrictions in the superannuation law; and
- some features of the Policy will not apply.

Details of the Fund are as follows:

TAL Superannuation and Insurance Fund
ABN 20 891 605 180
USI 20891605180001.

This PDS gives you important information about structuring the Policy through the Fund.

You can also structure the Policy through a self-managed superannuation fund where you are a member of that fund.

In this PDS, where we make reference to cover that is structured 'through superannuation', this means that the cover is owned by the Trustee of the Fund or by the trustee of a self-managed superannuation fund.

Details of the insurer and Trustee are as follows:

TAL Life Limited
ABN 70 050 109 450
AFSL 237 848

TAL Superannuation Limited
ABN 69 003 059 407
AFSL 237 851

Both TAL and TASL take full responsibility for the whole of this PDS. However, TAL is not responsible for the operation of the Fund and TASL is not responsible for the operation of your Policy other than reviewing claims decisions.

The information in this PDS is current at the date of issue. From time to time we may change or update information that is not materially adverse by providing a notice of any such changes on our website, www.tal.com.au. If you'd like a free printed copy of the updated information, please contact our Customer Service Centre on 1300 209 088. The information contained in this PDS is of a general nature and does not take into account your individual objectives, financial situation or needs. You should consider how appropriate the insurance is in regard to your objectives, financial situation and needs, and seek advice from your financial adviser before deciding on appropriate insurance cover.

You will see that a number of terms in this PDS have been capitalised. These terms have a particular definition when used in the PDS or Policy Document. All the defined terms are explained fully in the relevant Policy Document. If there is any inconsistency between this PDS and the Policy Document, the full terms and conditions contained in the Policy Document will prevail to the extent of the inconsistency. It's important to read these definitions carefully because their meanings are relevant to your decision to apply for cover, our assessment of your application, your eligibility for insurance cover, your ability to make a claim and our decision in relation to any claim you may make. You should seek advice from your financial adviser if you are unsure of any of the definitions or what they mean for your insurance cover. We have also reproduced definitions from the Superannuation Industry (Supervision) Regulations 1994 (SIS) as at 31 March 2017 on page 21 of this PDS.

In this PDS, 'Policy' means the Policy relevant to you and the 'Policy Owner' means the person who legally owns the Policy, including TASL where you have structured your Policy through the Fund. Where you take your Policy through another superannuation fund, the trustee of that superannuation fund will be the Policy Owner as it holds the Policy on your behalf. We use 'Life Insured' to refer to the person whose life is insured under the Policy. 'You' and 'your' refer to either the Policy Owner or the Life Insured as required by the context. If you are in any doubt, please speak to your financial adviser and read the Policy Document.

Other important information

You should be aware that some Limitations and Exclusions will apply to your Policy. This means that in some cases we will not pay a claim or will pay a claim only in limited circumstances. Please see the section 'Product Summary' for more details.

We encourage you to read through the Policy Document and Policy Schedule carefully and make yourself aware of these conditions. Full details of the Limitations and Exclusions can be found in the relevant insurance terms and conditions set out in this PDS, the Policy Document and the specific matters (if any) set out in your Policy Schedule.

There are other risks you should consider when deciding to purchase a product, including:

1. that the insurance you have chosen might be inadequate to protect your circumstances;
2. that claims may not be paid and this Policy may be cancelled where you have failed to comply with the Duty of Disclosure or you have made a fraudulent claim;
3. that the Policy may be cancelled if you have failed to pay your premium by the due date; and
4. if you structure your Policy through superannuation, the cost of premiums paid may gradually reduce your superannuation over time, leading to a lower balance at retirement. Accordingly both your retirement and protection objectives should be kept in mind when structuring insurance through superannuation.

Contents

About your cover

This is what you need to know

This booklet is known as a Product Disclosure Statement (PDS) and it provides important information about the following insurance products:

- Partner Insurance Portfolio
- PrefSure Disability Income Portfolio
- PrefSure Life Insurance Portfolio
- Lumley Disability Income Portfolio
- Lumley Life Insurance Portfolio.

This PDS incorporates material information from other documents. The incorporated information forms part of this PDS and the documents from which information is incorporated include:

- Partner Insurance Portfolio PDS dated May 2007
- Partner Insurance Portfolio Supplementary PDS dated 15 October 2007
- PrefSure Disability Income Portfolio PDS dated 10 June 2005
- PrefSure Disability Income Portfolio Supplementary PDS dated 12 December 2005
- PrefSure Life Insurance Portfolio PDS dated 10 June 2005
- Lumley Disability Income Portfolio dated 1 January 2004
- Lumley Life Insurance Portfolio dated 1 January 2004

One of the above listed PDSs will be the same as your original PDS when you applied for your existing Policy. You should read the important information in this PDS and the relevant information referenced in this PDS before making a decision. These documents are available online, or free of charge from our Customer Service Centre on 1300 209 088.

By applying for a new Policy (either through transfer of ownership of your original Policy or repurchase of cover after a claim), you agree to be bound by the terms of this PDS and the relevant Policy Document and the new Policy Schedule we will issue to you. In the event of any inconsistency between the terms of the Policy Document and the terms of this PDS, the terms of the Policy Document prevail. To find out about all the Terms and Conditions, ask your financial adviser. You can also call our Customer Service Centre on 1300 209 088.

Capitalised terms that are not defined in this PDS are defined in the relevant section of the applicable Policy Document.

What to expect when you transfer ownership

If you make an application to transfer ownership and we accept it, you'll receive a new Policy Schedule, which outlines your specific cover details. Together, this PDS, the PDS referred to in your original Policy Schedule, your new Policy Schedule and your original Policy Document form your insurance contract with us.

When we issue you or the trustee with a new Policy, the terms and conditions of the new Policy will be the same as those that applied to your original Policy or cover, while Premiums on the new Policy will use the premium rates which apply at the time of issuing the new Policy.

What to expect when you exercise the Buy-Back option after a claim

If you make an application to repurchase your Term Insurance or Medical Catastrophe cover following a claim and we accept it, you'll receive a new Policy Schedule, which outlines your specific cover details. Together, this PDS, the PDS referred to in your original Policy Schedule, your new Policy Schedule and your original Policy Document form your insurance contract with us.

When we issue you or the trustee with a new Policy, the terms and conditions of the new Policy will be the same as those that applied to your original Policy or cover, while Premiums on the new Policy will use the premium rates which apply at the time of issuing the new Policy.

And you *can* change your mind

If you change your mind about purchasing insurance with us or transferring ownership of your existing Policy within 30 days of the date your new Policy is issued, you can cancel that Policy and receive a full refund of the Premium you've paid in respect of the new Policy. This only applies if you haven't made a claim. To receive your refund, simply return the Policy Document and Policy Schedule to us with a written request to cancel the Policy within the 30 days. And you don't have to tell us why you've changed your mind.

If your new Policy is structured through superannuation, different rules may apply. You can still change your mind and cancel the new Policy within 30 days of it being issued. However, your premium refund may be subject to superannuation preservation rules. So instead of a cash payment, your refund may be returned to the trustee of the superannuation fund. If this happens, you should check to be sure that the fund you nominate is a regulated superannuation fund.

If you wish to reinstate the original Policy after changing your mind about transferring ownership, you are able to apply for the original Policy to be reinstated within 30 days of it being issued. If we accept your application for reinstatement, you will also be required to pay all premium arrears.

Contact TAL or the Trustee

1300 209 088

1300 351 133

customerservice@tal.com.au

www.tal.com.au

GPO Box 5380, Sydney NSW 2001

1 Summary of Key Information

Overview

We provide a range of insurance choices including Term insurance, Medical Catastrophe insurance, Total and Permanent Disability (TPD) insurance, Disability Income and Business Expense insurance.

Term Insurance

We pay a lump sum in the event of death or diagnosis of a Terminal Illness or if you meet the relevant criteria for any of the optional benefits selected.

Stand-Alone Medical Catastrophe Insurance

We pay a lump sum if you are diagnosed with a specified medical condition like Cancer, Heart Attack or Stroke as defined in the Policy Document.

Stand-Alone TPD Insurance

We pay a lump sum if you become Totally and Permanently Disabled.

Disability Income Insurance

We provide a replacement income when Sickness or Injury prevents you from working.

We offer three levels of cover:

- Platinum pays a monthly benefit with immediate qualification for Partial Disability.
- Gold pays a monthly benefit but Partial Disability must follow 14 days of continuous Total Disability.
- Silver offers indemnity cover only with benefits restricted to Total Disability and Death.

Optimal Income Protection Insurance

We pay a monthly benefit for a specified time frame depending on the cause of disability.

Business Expenses Insurance

We provide a monthly payment to reimburse your business expenses while you are disabled. There are two levels of cover:

- Platinum pays a monthly benefit with immediate qualification for Partial Disability.
- Gold pays a monthly benefit but Partial Disability must follow 14 days of continuous Total Disability.

Superannuation Term Insurance

We pay a lump sum benefit through a complying superannuation fund in the event of death or diagnosis of a Terminal Illness or if you meet the relevant criteria for any of the optional benefits selected.

INSURANCE THROUGH SUPERANNUATION

You can choose to structure your insurance through a complying superannuation fund. This means the trustee of the fund becomes the Policy Owner and you become a member of the fund.

When benefits are paid, they will be received by the trustee who will then distribute them in accordance with the governing rules of the superannuation fund and superannuation law.

Check with the trustee of your superannuation fund to see whether they are able to pay TAL your insurance premiums from your member account. This would be the case for most self-managed superannuation funds.

If you are not a member of a complying superannuation fund, or you are a member of a fund which cannot pay us insurance premiums from your member account, you can still take out insurance through superannuation by becoming a member of the Fund. This applies to Term insurance, TPD insurance and Disability Income insurance.

There are some important differences between owning your insurance yourself and purchasing your insurance through superannuation. For example, some benefits will not apply as set out in this PDS. However, in some circumstances purchasing insurance through superannuation may be more advantageous. There are also different taxation implications. It is important to seek financial and tax advice before you decide to structure your insurance through superannuation. Superannuation law and taxation law is complex, so this advice should be specific to your circumstances.

Should you choose to structure your Disability Income insurance through superannuation you should be aware that due to the definition of 'gainfully employed' under superannuation law, unemployment in the period immediately prior to Total Disability or Partial Disability may have the result that no benefits are payable.

When Disability Income insurance is structured through superannuation on an Agreed Value basis you should be aware that payments through the Temporary Incapacity condition of release will be restricted by superannuation law to the member's average Monthly Earnings in the 12 month period immediately prior to the start of the Waiting Period.

If you are concerned about the potential complications of Disability Income insurance through superannuation, you should speak to your financial adviser.

For more information about structuring your insurance through the TAL Superannuation and Insurance Fund please see page 18.

2 Product Summary

Partner Insurance Portfolio

An important purpose of this PDS is to describe the terms and conditions of your Policy in line with current disclosure standards. It does this by referencing back to your original documents directly (including page numbers for your convenience), while providing an accurate summary of your Policy in this section.

Read this important information about your Policy, as well as the important information in the original PDS issued to you, before making a decision. The issue date of your original Policy will determine which of the relevant PDSs listed below applies:

- Partner Insurance Portfolio Product Disclosure Statement dated May 2007 (PIP PDS)
- Partner Insurance Portfolio Supplementary Product Disclosure Statement dated 15 October 2007 (PIP SPDS)

Term Insurance can be owned by the Life Insured or structured through superannuation, in which case the Policy is owned by TAL Superannuation Limited (TASL) or the trustee of your self-managed super fund. Some benefits may not be available when structured through superannuation.

Partner Insurance Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
Term Insurance Pays a lump sum benefit in the event that a Life Insured: • dies; or • is diagnosed as being terminally ill; or • meets the relevant criteria for any of the optional benefits selected. Term Insurance ends when one of the following occurs: • Policy anniversary prior to Life Insured's 99th birthday; • Death of the Life Insured ; • Death Benefit reduced to nil due to payment of other benefits; • If there is more than one Life Insured, 60 days after a benefit becomes payable for another Life Insured; • The date we receive a written request from the Policy owner to cancel the Policy; • When the Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Death • Terminal Illness • Funeral Advancement See 'Benefits' in section 3 of PIP PDS (page 13)	Available to ages 16 – 74 **Exclusions** • Death benefit not payable if caused by intentional self-inflicted act in the first 13 months of original Policy commencement, Policy increase (only in respect of the increase) or Policy reinstatement • Funeral Advancement not payable in first three years unless death was the result of an Accident. See 'When we will not pay a benefit' on page 20 of PIP PDS
	Optional Benefits (subject to the payment of an additional premium) • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Children's Future Insurability • Guaranteed Future Insurability • Medical Catastrophe • Children's Medical Catastrophe • Medical Catastrophe Buy-Back • Advance Payment for Cancer • Line of Cover See 'Optional Benefits' in section 3 of PIP PDS (pages 13–19)	Optional TPD or Medical Catastrophe Benefits available for ages 16–60. **Exclusions** • TPD Benefit and Waiver of Premium Benefit not payable if the disability occurs as a result of an intentionally self-inflicted act. See 'When we will not pay a benefit' on page 20 of PIP PDS

Partner Insurance Portfolio Key features	Key Benefits	Key Limitations and Exclusions
Stand-Alone Total and Permanent Disability Insurance Pays a lump sum if a Life Insured becomes Totally and Permanently Disabled. Stand-Alone TPD cover ends when one of the following occurs: • Policy anniversary prior to Life Insured's 65th birthday; • When Life Insured dies; • When the full TPD Benefit has been paid; • If there is more than one Life Insured, 60 days after a TPD Benefit becomes payable for another Life Insured; • The date we receive a written request from the Policy owner to cancel the Policy; • When the Policy is cancelled due to non-payment of premiums. If the Stand-Alone TPD is linked to a Superannuation Term Insurance Policy, then cover ends when one of the following occurs: • Policy anniversary prior to Life Insured's 75th birthday; • Cover ends under the Superannuation Term Insurance Policy; • The sum is reduced to nil because a benefit is paid under the Superannuation Term Insurance Policy.	**Standard Benefits** • Total and Permanent Disability (TPD) • Limited Death ($5,000) See 'Benefits' in section 3 of PIP PDS (pages 21-24) **Optional Benefits** • Waiver of Premium on Total Disability See 'Benefits' in section 3 of PIP PDS (pages 23-24) Can be linked to Superannuation Term Insurance for a reduced premium.	Available to ages 16-60 Maximum sum insured $3,000,000 Death Benefit limited to $5,000 **Exclusions** • Disability as a result of an intentional, self-inflicted act • Death as a result of an intentional, self-inflicted act within 13 months • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional, self-inflicted act See 'When we will not pay a benefit' on page 24 of PIP PDS
Stand-Alone Medical Catastrophe Insurance Pays a benefit in the event a Life Insured is diagnosed with a specified medical condition. Stand-Alone Medical Catastrophe cover ends when one of the following occurs: • Policy anniversary prior to Life Insured's 70th birthday; • When Life Insured dies; • When the Medical Catastrophe Benefit has been reduced to nil because the Medical Catastrophe Benefit or TPD Benefit has been paid; • If there is more than one Life Insured, 60 days after a Benefit becomes payable for another Life Insured; • The date we receive a written request from the Policy owner to cancel the Policy; • When the Policy is cancelled due to non-payment of premiums. If the Stand-Alone Medical Catastrophe Policy is linked to a Superannuation Term Insurance Policy, then cover ends when one of the following occurs: • Cover ends under the Superannuation Term Insurance Policy; • The sum is reduced to nil because a benefit is paid under the Superannuation Term Insurance Policy.	**Standard Benefits** • Medical Catastrophe • Limited Death ($5,000) • Advancement Benefit • Death Buy-Back (if linked to a Superannuation Term Insurance Policy) See 'Benefits' in section 3 of PIP PDS (pages 25-27) **Optional Benefits** • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Advance Payment for Cancer • Medical Catastrophe Buy-Back • Children's Medical Catastrophe See 'Benefits' in section 3 of PIP PDS (pages 27-31) Not available through superannuation, but can be linked to Superannuation Term Insurance for a reduced premium.	Available to ages 16 – 60 **Exclusions** • Benefit only payable if the insured survives for 14 days. If not, the Death Benefit of $5,000 is payable • TPD Benefit not payable if the disability occurs as a result of an intentionally self-inflicted act • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional, self-inflicted act See 'When we will not pay a benefit' on page 31 of PIP PDS

Partner Insurance Portfolio Key features	Key Benefits	Key Limitations and Exclusions
Disability Income Insurance Provides a monthly benefit in the event of Total Disability caused by Illness or Injury. Disability Income cover ends when one of the following occurs: • The Life Insured attaining the age specified in the Policy Schedule; • Death of Life Insured; • The date the Life Insured retires from gainful occupation (with no intention of returning to gainful occupation) other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • When the Policy is cancelled due to non-payment of premiums; • At the expiry of the Benefit Period.	**Standard Benefits (Platinum and Gold)** • Total Disability • Partial Disability • Family Member Support • Nursing Care • Rehabilitation • Recovery Support • Waiver of Premium • Death • Recurring Claim • Waiver of Waiting Period • Concurrent Disability • Specific Injury • Elective Surgery See 'Benefits' in section 3 of PIP PDS (pages 33-36) **Optional Benefits (Platinum and Gold)** • Increasing Claims • Accident • Medical Catastrophe • Indemnity Option See 'Benefits' in section 3 of PIP PDS (page 37) **Standard Benefits (Silver)** • Total Disability • Death See 'Benefits' in section 3 of PIP PDS (pages 39-40)	Available to ages 18-64 Limited to: • 75% of the first $300,000 Earned Income; and • 50% of Earned Income in excess of $300,000 The maximum initial Annual Benefit under Disability Income Insurance is $300,000. **Platinum**: • Only available to certain occupations including Barrister, Doctor, Dentist, Accountant etc • Your choice of waiting period from 14 days to 90 days applies • Your choice of Benefit Period (to age 60, to age 65 or to age 70) applies **Gold:** • Your choice of waiting period from 14 days to 720 days applies • Your choice of Benefit Period (2 years, 5 years, to age 60, to age 65 or to age 70) applies **Silver**: • Your choice of waiting period from 30 days to 90 days applies • Your choice of benefit period of 10 years or to age 65 applies **Exclusions** • Payments may be reduced if you obtain income from other sources such as social security payments and workers compensation • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, war or acts of war or any agreed exclusions • Gold Partial Disability Benefit must follow a period of Total Disability of at least 14 continuous days See pages 38 and 40 of PIP PDS for more on reductions or exclusions of benefit payments
Optimal Income Protection Insurance Provides a monthly benefit in the event of Total Disability caused by Injury or Illness. The benefit amount and benefit period depend upon whether the Illness or Injury is a Specified Medical Condition, Specified Injury or any other Illness or Injury. Optimal Income cover ends when one of the following occurs: • The Life Insured's 70th birthday; • Death of Life Insured; • The date the Life Insured retires from gainful occupation (with no intention of returning to gainful occupation) other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • When the Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Total Disability • Partial Disability • Waiver of Premium • Recurring Claim • Death See 'Benefits' in section 3 of PIP PDS (pages 41-45)	Available to people: • in occupation classes 1 and 2, aged 18 to 64 next birthday • in occupation classes 3,4 and 5 aged 18 to 60 next birthday Maximum benefit: • 75% of the Life Insured's first $300,000 of Earned Income, and • 50% of the Life Insured's Earned Income in excess of $300,000. Maximum initial Annual Benefit is $300,000. Waiting periods apply. Maximum Benefit Periods apply. **Exclusions and Limitations** • Payments may be reduced if you obtain income from other sources such as workers compensation • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, war or acts of war or an agreed exclusion See page 45 of PIP PDS for more on reductions or exclusions of benefit payments

Partner Insurance Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
Business Expenses Insurance Provides a monthly benefit to reimburse the normal day to day running expenses of a business during a period of Total Disability. Business Expenses cover ends when one of the following occurs: • The Life Insured attaining the age stated in the Policy schedule; • Death of Life Insured; • The date the Life Insured retires from gainful occupation other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • When the Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Total Disability • Partial Disability • Waiver of Premium • Waiver of Waiting Period • Recurring Claim • Elective Surgery See 'Benefits' in section 3 of PIP PDS (pages 46-48) **Optional Benefits** • Accident Benefit • Leasepay Benefit See 'Benefits' in section 3 of PIP PDS (page 48)	Available to ages 18-64 Maximum initial Annual Benefit is $300,000 Your choice of waiting period of 14 or 30 days applies Maximum Benefit Period 1 year **Exclusions** • Payments will be reduced if other benefits are received from other Business Expenses policies and if the business turnover does not decrease during the period of Life Insured's disability. • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, or war or acts of war See page 49 of PIP PDS for more on reductions or exclusions of benefit payments
Superannuation Term Insurance Pays a lump sum benefit through a complying superannuation fund in the event that a Life Insured: • dies; or • is diagnosed as being terminally ill; or • meets the relevant criteria for any of the optional benefits selected. Superannuation Term Insurance ends when one of the following occurs: • Policy anniversary before the Life Insured's 75th birthday; • Death of the Life Insured; • The Death Benefit is reduced to nil due to payment of other benefits; • The date the Life Insured ceases to be a member of the superannuation fund of which the Policy owner is a trustee (or a successor fund); • The date we receive a written request from the Policy owner to cancel the cover; • When the Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Death • Terminal Illness • Funeral Advancement See 'Benefits' in section 4 of PIP PDS (page 52) **Optional Benefits** • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Guaranteed Future Insurability See 'Benefits' in section 4 of PIP PDS (pages 52-54) Can be linked to: • Standalone Medical Catastrophe • Standalone Total and Permanent Disability See section 4 of PIP PDS (page 55) for more on linking	Available to ages 18-74 Benefit is payable to the Trustee of the superannuation fund **Exclusions** • Death benefit not payable if caused by intentional, self-inflicted act in the first 13 months of original Policy commencement, Policy increase (only in respect of the increase) or Policy reinstatement • TPD benefit not payable if caused by intentional, self-inflicted act or an agreed exclusion • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional, self-inflicted act See 'When we will not pay a benefit' on page 55 of PIP PDS

PrefSure/Lumley Life Insurance Portfolio

An important purpose of this PDS is to describe the terms and conditions of your Policy in line with current disclosure standards. It does this by referencing back to your original documents directly (including page numbers for your convenience), while providing an accurate summary of your Policy in this section.

Read this important information about your Policy, as well as the important information in the original PDS issued to you, before making a decision. The issue date of your original Policy will determine which of the relevant PDSs listed below applies:

- PrefSure Life Insurance Portfolio Product Disclosure Statement dated 10 June 2005 (PREFSURE LIFE PDS)
- Lumley Life Insurance Portfolio Product Disclosure Statement dated 1 January 2004 (LUMLEY LIFE PDS)

Term Insurance can be owned by the Life Insured or structured through superannuation, in which case the Policy is owned by TAL Superannuation Limited (TASL) or the trustee of your self-managed super fund. Some benefits may not be available when structured through superannuation.

PrefSure/Lumley Life Insurance Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
PrefSure/Lumley Term Insurance Pays a lump sum benefit in the event that a Life Insured, while covered under the Policy: • dies; or • is diagnosed as being terminally ill; or • meets the relevant criteria for any of the optional benefits selected. PrefSure/Lumley Term Insurance ends when one of the following occurs: • Policy anniversary immediately before the Life Insured's 99th birthday; • When Life Insured dies; • Death Benefit reduced to nil due to payment of other benefits; • If there is more than one Life Insured, 60 days after a benefit becomes payable for another Life Insured; • The date we receive a written request from the Policy owner to cancel the Policy; • The Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Death • Terminal Illness See 'Standard Benefits' on page 6 of PREFSURE LIFE PDS or LUMLEY LIFE PDS **Optional Benefits** • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Children's Future Insurability • Critical Illness • Guaranteed Future Insurability • Medical Catastrophe • Children's Medical Catastrophe • Accelerated Buy Back • Buy Back • Line of Cover See 'Benefits which are Optional' on pages 7-12 of PREFSURE LIFE PDS or pages 7-9, 17-20 of LUMLEY LIFE PDS	Available to ages 16-74 Maximum Terminal Illness benefit is $2,500,000 Maximum sum insured for TPD is $2,500,000 Maximum sum insured for Medical Catastrophe is $2,000,000 **Exclusions** • No benefit payable if Death or Terminal Illness is caused by intentional self-inflicted act in the first 13 months of the original Policy, Policy increase (only in respect of the increase), or Policy reinstatement, or an agreed exclusion • TPD benefit not payable if caused by intentional self-inflicted act, war or any act of war or an agreed exclusion • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional self-inflicted act, war or any act of war or an agreed exclusion See 'When we will not pay a benefit' on page 12 of PREFSURE LIFE PDS or page 10 of the LUMLEY LIFE PDS
PrefSure/Lumley Superannuation Term Insurance Pays a lump sum benefit through a complying superannuation fund in the event of: • death; or • diagnosis of being terminally ill; or • attaining the relevant criteria for any of the optional benefits selected. PrefSure/Lumley Superannuation Term cover ends when one of the following occurs: • The Policy anniversary immediately before the Life Insured's 75th birthday; • Death of Life Insured; • The date the Life Insured ceases to be a member of the superannuation fund of which the Policy owner is a trustee (or a successor fund); • The date we receive a written request from the Policy owner to cancel the cover; • When the Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Death • Terminal Illness See 'Standard Benefits' on page 14 of PREFSURE LIFE PDS or page 11 of LUMLEY LIFE PDS **Optional Benefits** • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Guaranteed Future Insurability See 'Benefits which are Optional' on pages 15-16 of PREFSURE LIFE PDS or pages 11-13 of LUMLEY LIFE PDS	Available to ages 16-74 Maximum Terminal Illness benefit is $2,500,000 Maximum sum insured for TPD is $2,500,000 Benefit is payable to the trustee of the superannuation fund **Exclusions** • No benefit payable if Death or Terminal Illness caused by intentional self-inflicted act in the first 13 months of the original Policy, Policy increase (only in respect of the increase), or Policy reinstatement, or an agreed exclusion • TPD benefit not payable if caused by intentional self-inflicted act, war or any act of war or an agreed exclusion • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional self-inflicted act, war or an act of war or an agreed exclusion See 'When we will not pay a benefit' on page 16 of PREFSURE LIFE PDS or page 13 of the LUMLEY LIFE PDS

PrefSure/Lumley Life Insurance Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
PrefSure/Lumley Standalone Medical Catastrophe Insurance (not available through super) Pays a benefit in the event a Life Insured is diagnosed with a specified Medical Catastrophe or dies Stand-Alone Medical Catastrophe cover ends when one of the following occurs: • Policy anniversary immediately prior to Life Insured's 70th birthday; • When Life Insured dies; • When the Medical Catastrophe Benefit has been reduced to nil because the Medical Catastrophe Benefit or TPD Benefit has been paid; • When the life insured suffers a Medical Catastrophe and, if Platinum cover applies, the Death Benefit is reduced to nil; (LUMLEY LIFE PDS); • If there is more than one Life Insured, 60 days after a Benefit becomes payable for another Life Insured; • The date we receive a written request from the Policy owner to cancel the Policy; • The Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Medical Catastrophe • Death (limited to $5,000 for Silver) See 'Standard Benefits' on pages 20-21 of PREFSURE LIFE PDS or pages 17-18 of LUMLEY LIFE PDS **Optional Benefits** • Total and Permanent Disability (TPD) • Waiver of Premium on Total Disability • Additional Death Benefit (LUMLEY LIFE PDS Platinum only) See 'Benefits which are Optional' on pages 21-22 of PREFSURE LIFE PDS or pages 18-20 of LUMLEY LIFE PDS	Available to ages 16-60. Maximum Sum Insured for Medical Catastrophe is $2,000,000 **Exclusions** • Benefit only payable if the insured survives for 14 days (PREFSURE LIFE PDS) or 30 days (LUMLEY LIFE PDS- Silver). If not, a death benefit of $5,000 is payable • TPD benefit not payable if caused by intentional self-inflicted act, war or an act of war or an agreed exclusion • Premiums will not be waived under the Waiver of Premium option if Total Disability is caused by intentional self-inflicted act, war or an act of war or an agreed exclusion See 'When we will not pay a benefit' on page 22 of PREFSURE LIFE PDS or page 20 of LUMLEY LIFE PDS

PrefSure/Lumley Disability Income Portfolio

An important purpose of this PDS is to describe the terms and conditions of your Policy in line with current disclosure standards. It does this by referencing back to your original documents directly (including page numbers for your convenience), while providing an accurate summary of your Policy in this section.

Read this important information about your Policy, as well as the important information in the original PDS issued to you, before making a decision. The issue date of your original Policy will determine which of the relevant PDSs listed below applies:

- PrefSure Disability Income Portfolio Product Disclosure Statement dated 10 June 2005 (PREFSURE DISABILITY PDS)
- PrefSure Disability Income Portfolio Supplementary Product Disclosure Statement 12th December 2005 (PREFSURE SPDS)
- Lumley Disability Income Portfolio Product Disclosure Statement dated 1 January 2004 (LUMLEY DISABILITY PDS)

PrefSure/Lumley Disability Income Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
PrefSure/Lumley Disability Income Insurance – Platinum, Gold and Silver Provides a monthly benefit in the event of Total Disability caused by illness or injury Disability Income cover ends when one of the following occurs: • The Life Insured attains the Benefit Expiry Age; • Death of Life Insured; • The date the Life Insured retires from gainful occupation (with no intention of returning to gainful occupation) other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • The Policy is cancelled due to non-payment of premiums; • The expiry of the Benefit Period.	**Standard Benefits (Platinum, Gold)** • Total Disability • Partial Disability • Family Member Support • Nursing Care • Rehabilitation • Recovery Support • Waiver of Premium • Death • Recurring Claim • Waiver of Waiting Period • Specific Injury • Elective Surgery See 'Standard Benefits' on pages 6-10 of PREFSURE DISABILITY PDS or the LUMLEY DISABILITY PDS **Optional Benefits (Platinum, Gold)** • Increasing Claims • Accident Benefit • Medical Catastrophe Benefit • Indemnity (Gold Only) See 'Optional Benefits and Features' on pages 10-11 of PREFSURE DISABILITY PDS or the LUMLEY DISABILITY PDS **Standard Benefits (Silver – PrefSure only)** • Total Disability • Death See 'Benefits' on page 12 of PREFSURE DISABILITY PDS	Available to ages 18-64 Maximum sum insured: • 75% of the Life Insured's first $300,000 of Earned Income, and • 50% of the Life Insured's Earned Income in excess of $300,000 Maximum initial Annual Benefit is $240,000 **Silver (PrefSure only)** • Your choice of waiting period from 30 days to 90 days applies • Your choice of Benefit Period of 10 years or to age 65 applies **Gold** • Your choice of waiting period from 14 days to 720 days applies • Your choice of Benefit Period (2 years, 5 years, to age 60, to age 65 or to age 70) applies **Platinum** • Your choice of waiting period from 14 days to 90 days applies • Your choice of Benefit Period (to age 60, to age 65 or to age 70 applies) **Exclusions** • Payments may be reduced if you obtain income from other sources such as social security payments and workers compensation • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, war or acts of war or an agreed exclusion • Gold Partial Disability Benefit must follow a period of Total Disability of at least 14 continuous days See pages 11 and 13 of PREFSURE DISABILITY PDS or page 11 of LUMLEY DISABILITY PDS for more on reductions or exclusions of benefit payments

PrefSure/Lumley Disability Income Portfolio		
Key features	**Key Benefits**	**Key Limitations and Exclusions**
PrefSure/Lumley Optimal Income Protection Insurance Provides a monthly benefit in the event of Total Disability caused by Illness or Injury. The benefit amount and benefit period depend on whether the Illness or Injury is a Specified Medical Condition, Specified Injury, or any other Illness or Injury. Optimal Income cover ends when one of the following occurs: • The Life Insured attains the Benefit Expiry Age; • Death of Life Insured; • The date the Life Insured retires from gainful occupation (with no intention of returning to gainful occupation) other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • The Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Total Disability (including by Specified Injury or Specified Medical Condition) • Partial Disability • Waiver of Premium • Death • Recurring Claim See 'Benefits' on pages 14-17 of PREFSURE DISABILITY PDS or pages 12-15 of LUMLEY DISABILITY PDS	Available to people: • Aged 18 to 64 next birthday (Class 1 and 2 occupations only) • Aged 18 to 60 next birthday (Class 3, 4 and 5 occupations) Maximum sum insured: • 75% of the Life Insured's first $300,000 of Earned Income, and • 50% of the Life Insured's Earned Income in excess of $300,000 Maximum initial Annual Benefit is $300,000 per annum Waiting periods apply Maximum Benefit Periods apply **Exclusions** • Payments may be reduced if you obtain income from other sources such as social security payments and workers compensation • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, war or acts of war or an agreed exclusion See pages 17-18 of PREFSURE DISABILITY PDS or pages 15-16 of LUMLEY DISABILITY PDS for more on reductions or exclusions of benefit payments
PrefSure/Lumley Business Expenses Insurance – Platinum and Gold Provides a monthly benefit to reimburse normal day to day running expenses of a business during a period of Total Disability Business Expense cover ends when one of the following occurs: • The Life Insured attains the Benefit Expiry Age; • Death of Life Insured; • The date the Life Insured retires from gainful occupation other than as a result of Total Disability or Partial Disability; • The date we receive a written request from the Policy owner to cancel the cover; • The Policy is cancelled due to non-payment of premiums.	**Standard Benefits** • Total Disability • Partial Disability • Waiver of Premium • Recurring Claim • Waiver of Waiting Period • Elective Surgery See 'Standard Benefits' on pages 19-21 of PREFSURE DISABILITY PDS or pages 17-19 of LUMLEY DISABILITY PDS **Optional Benefits** • Leasepay Benefit • Accident Benefit See 'Benefits which are Optional' on page 21 of PREFSURE DISABILITY PDS or page 19 of LUMLEY DISABILITY PDS	**Eligibility** Available to ages 18 to 64. Maximum initial Annual Benefit is $300,000. Your choice of waiting period of 14 or 30 days applies. Maximum Benefit Period 1 year. **Exclusions** • Payments will be reduced if other benefits are received from other Business Expenses policies and if the business turnover does not decrease during the period of Life Insured's disability. • No benefit is payable if caused by intentional, self-inflicted act, an uncomplicated pregnancy, or war or acts of war See page 22 of PREFSURE DISABILITY PDS or page 19 of LUMLEY DISABILITY PDS for more on reductions or exclusions of benefit payments **Partial Disability Benefits** **Platinum** The Life Insured suffers the following periods of Total Disability before qualifying for Partial Disability (age as at date of Partial Disability): • Less than 55 years, no Total Disability requirement; • Between 55 and 60 years: Total Disability for at least 7 continuous days; • 60 years or more: Total Disability for at least 10 continuous days. **Gold** Partial Disability must follow a period of Total Disability of at least 14 continuous days.

Other Important Information

Occupation Classes

(Used as a guide to eligibility for Total and Permanent Disability and Optimal Income Protection)

Class 1 – White Collar Professionals eg. Barrister, Accountant, Doctor

Class 2 – White Collar Administration eg. Clerk, Administration Manager

Class 3 – Light Blue Collar eg Domestic Electrician

Class 4 – Blue Collar eg. House Painter to 10 metres

Class 5 – Heavy Blue Collar eg Roof Tiler

Automatic increases in insurance (for all policies)

Unless otherwise stated in the Policy Schedule, we will, on each Policy anniversary date before the Life Insured's 65th birthday, increase the Annual Benefit at an annual rate determined by us based on the Consumer Price Index published by the Australian Bureau of Statistics from time to time (or such other index as we consider appropriate).

The Policy owner will have the option of not affecting any increase provided that such option is exercised in writing.

For Term Insurance, Medical Catastrophe Insurance, and Total and Permanent Disability Insurance, once the relevant sum insured under all policies issued by us on the life of the Life Insured reaches $1,000,000 (or such amount as determined by us from time to time) then all subsequent indexation increases will be based on this amount.

3 What are the costs?

The cost of your Policy depends on a range of factors, including the type of cover, the Life Insured's age and gender, whether or not the Life Insured smokes, the length of time you have had your Policy and how often you choose to pay your premiums.

We also take the Life Insured's occupation, health, income and personal pastimes into account. Once we know a little bit about the Life Insured and the cover he or she requires, we can then determine the basic costs involved. Sometimes discounts may apply to certain policies, however these may not apply for the full term of your Policy.

In addition to the Policy cost, Government duties and charges are included in your premium and a Policy Fee will also apply.

To give you an idea of the costs involved, our minimum premium is currently $250 a year for a new Policy and $110 a year for an increase to an existing Policy. We recommend you contact your financial adviser to obtain an accurate quotation for your circumstances.

When you are provided with a Policy Schedule, you should read it carefully. The Policy Schedule will show you the first year's premium amount or the first instalment premium amount. The premium amount will also include any extra amounts charged to you when we accepted your application or reinstated your Policy or a Plan under it.

Premium payable

All premiums are payable by the Policy Owner, by the due date shown in your Policy Schedule (unless otherwise advised).

For subsequent years, we'll advise you of your new premium before each Policy anniversary.

Payment frequency

Premiums are payable either yearly, half-yearly, quarterly or monthly. Where premiums are paid more frequently than yearly, a frequency loading will be applied. Premiums may be paid by:

- direct debit;
- credit card (MasterCard or Visa);
- cheque (for quarterly, half-yearly and yearly payments only); or
- BPAY® (Biller Code: 7955).

Non-payment or late payment of premiums

If we do not receive your premium payment by the due date, we will send out a notice which will inform you that your Policy will be cancelled if we do not receive your premium payment by the date stated in the notice. This notice will allow at least 30 days beyond the premium due date for you to pay the overdue premium.

If we do not receive the payment of the premium by the date stated in the notice, your Policy will be cancelled. If this happens, you will need to apply to have your Policy reinstated if you require continuation of the cover, or you may need to apply for a new Policy.

Stepped premiums

If you select stepped premiums, the amount you pay will generally increase at each Policy anniversary.

Level premiums

Level premiums are based on the Life Insured's age next birthday at the commencement of the Policy. On each Policy anniversary date, the premium rate remains unchanged. Level premium rates revert to Stepped premium rates on the Policy anniversary date immediately preceding the Life Insured's 65th birthday.

However, the premium you pay will increase if you increase the sum insured. The premium rate for the amount of the increase will be based on the Life Insured's age next birthday at the commencement of the increase.

With respect of annual inflation adjustment only, the premium rate for the amount of the inflation adjustment will be based on the Life Insured's age next birthday at the commencement of the Policy.

For level premium rates, the premiums you pay over the shorter term may be greater than if you choose stepped premium rates. If you choose stepped premium rates, the premiums you pay over the longer term may be greater than if you choose level premium rates.

Changes in premium

Level premium rates for the death and terminal Illness benefits are guaranteed not to increase until the Policy anniversary date immediately preceding the Life Insured's 65th birthday except if due to any increase due to any tax, duty or charge introduced by Government.

In all other cases, we can increase the rates for the product. We will only do this if we have provided you with three months' notice in writing.

No one individual Policy can be singled out for an increase in premium rates because of an adverse change in the health or circumstances of the Life Insured, once the risk is accepted.

Policy Fee (PrefSure only)

In addition to your premium, a Policy Fee is payable. This fee is included in the premium payment described in the Policy Schedule. The Policy Fee amount included in each premium payment depends on the premium frequency, as shown in the table below.

Premium Frequency	Per Instalment	Annual Equivalent
Yearly	$75.00	$75.00
Half Yearly	$39.00	$78.00
Quarterly	$20.25	$81.00
Monthly	$6.75	$81.00

The Policy Fee will be increased on each subsequent Policy anniversary to allow for inflation. The rate of increase in the Policy Fee will be the greater of the Indexation Factor or five per cent.

Statutory Fund

The Policy will be issued from TAL's No.1 Statutory Fund.

Commission

We may pay commissions and other benefits to your financial adviser. Any amounts paid are factored into the cost of your Policy. Your financial adviser will provide details of the benefits they will receive in the Financial Services Guide and Statement of Advice that they will give to you.

Can TAL cancel your Policy?

As long as your premium payments are up-to-date, your Policy will remain current until the Benefit Expiry date. This means your insurance Policy will continue regardless of any changes in your health, occupation, pastimes or income.

We will honour claim payments in line with the Policy Conditions if:

- you have complied with the Duty of Disclosure; and
- you and the Life Insured have answered all questions in your Application Form honestly and accurately; and
- your claim is genuine.

NB We are also able to cancel your Policy if you make a fraudulent claim or have not complied with your Duty of Disclosure.

4 Important information about your cover

Duty of Disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

For the purposes of the Duty of Disclosure, 'you' includes both the Policy Owner and the Life Insured.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

Your Duty of Disclosure applies to information and answers given by you in your original application for the insurance cover you have had up until now.

For this replacement cover, TAL will continue to rely on the information and disclosures provided by you in the original application.

Please ensure that the information and disclosures you made in your original application were accurate at the time you completed the application, as the Duty of Disclosure requires that you correct any incomplete or inaccurate information which we will be relying on for the issue of the replacement cover.

If you did not tell us something

In exercising the following rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover.

If you do not tell us anything you are required to, and we would not have insured you on the same terms if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. However, if the contract has a surrender value, or provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Your Duty of Disclosure also applies to information and answers given in your original application, and requires that you ensure that this information is accurate, and requires that you correct any incomplete information.

Your cover – when it starts and ends and some important things for you to do

If we accept your application and you have paid the first premium and we issue a Policy Schedule, your cover will start.

When you decide to purchase a Policy or take out cover through superannuation and we agree to provide cover, you will receive a Policy Schedule and Policy Document setting out the terms of the contract between TAL and you as the Policy Owner, or Life Insured if through superannuation.

The Policy Schedule indicates the Plan start date, identifies the Policy Owner, and outlines the benefits, options, specific exclusions and adjustments that apply to a Life Insured. You will need to provide the Policy Schedule to us if you have to make a claim.

Please read this Policy Schedule and your Policy Document carefully to ensure the terms and conditions meet your needs. These are important documents and should be kept in a safe place.

If the Policy is altered at any time you will receive a new Policy Schedule or confirmation reflecting the agreed changes.

If the Policy is owned by more than one person, it will be owned on a joint tenancy basis.

The date your cover ends depends on the conditions outlined in the Policy Document.

Taxation

The following information regarding the taxation rules in force at the date of this PDS is provided as a general guide only. If you are considering the tax implications of purchasing and receiving benefits under a Policy, it is important you seek independent, professional taxation advice. The complexity of taxation laws and rulings is such that this advice should be specific to your circumstances regarding any tax implications of purchasing insurance cover structured through superannuation or outside of superannuation.

We reserve the right to make changes to Policies and premium rates in response to any taxation or other legal changes.

Goods and Services Tax

Policies covered by this PDS are treated as input taxed under the Goods and Services Tax Act 1999 and any cost of GST will be included in the premium rates. An input tax credit will not be available to the Policy Owner.

Insurance held outside of superannuation

Income Tax

For Income Protection/Disability Income and Business Expenses insurance, premiums for insuring against loss of income should generally be tax deductible and benefits paid which substitute for lost income should generally be assessable as income. This is not the case for Term insurance, TPD insurance, Medical Catastrophe insurance and may not be the case for some benefits under Income Protection/Disability Income insurance. This may vary if insurance is taken out for business purposes and you should seek professional taxation advice.

Capital Gains Tax

Benefits payable under a Policy may be assessed under the capital gains provisions if you are not the original beneficial owner of the Policy and you acquired an interest in the Policy for consideration.

Your Privacy

The way in which we collect, use and disclose your personal and sensitive information is explained in our Privacy Policy. Our Privacy Policy is available at www.tal.com.au/privacy-policy or is free of charge on request.

Our Privacy Policy contains details about the following:

- the kinds of personal information that TAL collects and holds;
- how TAL collects and holds personal information (including sensitive information);
- the purposes for which TAL collects, holds, uses and discloses personal information (including sensitive information);
- how our customers may access personal information about them which is held by TAL and how they can correct that information; and
- how we deal with any complaints that our customers may have regarding privacy issues.

If you would like a copy or if you have any questions about the way in which we manage your information please contact us using the details below:

1300 209 088

1300 351 133

customerservice@tal.com.au

www.tal.com.au

GPO Box 5380, Sydney NSW 2001

Personal and sensitive information will be collected from or in respect of you to enable us to provide or arrange for the provision of our insurance products and services. We may request further personal information in the future, for example, if you want to make a claim and we need to collect health or financial information. If you do not supply the required information, we may not be able to provide the requested product or service or pay the claim.

In processing and administering your insurance (including at the time of claim) we may disclose your personal information to other parties such as organisations to whom we outsource our mailing and information technology, Government regulatory bodies and other companies within the TAL group and accountants (if applicable). We may also disclose your personal information (including health information) to other bodies such as reinsurers, your financial adviser, health professionals, investigators, lawyers and external complaints resolution bodies.

Generally we do not use or disclose any customer information for a purpose other than providing our products and services unless:

- our customer consents to the use or disclosure of the customer information; or
- the use or disclosure is required or authorised under an Australian law or a court/tribunal order; or
- the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body e.g. the police.

From time to time TAL, or its related parties and business partners may wish to contact you to provide you with information about other products and services in which you may be interested.

If you prefer not to receive direct marketing communications from our organisation you can let us know using any of the communication methods above.

We rely on the accuracy of the information you provide. If you think that we hold information about you that is incorrect, please let us know using the communication methods above.

Under the current privacy legislation, you are generally entitled to access the personal information we hold about you. To access that information, simply make a request in writing. This process enables us to confirm your identity for security reasons and to protect your personal information from being sought by a person other than yourself.

There are some limited exemptions where TAL would be unable to provide the personal information that we hold about you such as the following circumstances:

- we reasonably believe that giving access would pose a serious threat to the life, health or safety of any individual, or to public health or public safety;
- giving access would have an unreasonable impact on the privacy of other individuals;
- the request for access is frivolous or vexatious;
- the information relates to existing or anticipated legal proceedings between TAL and you and the information would not be accessible by the process of discovery in those proceedings;
- giving access would reveal our intentions in relation to negotiations with you in such a way as to prejudice those negotiations;
- giving access would be unlawful;
- denying access is required or authorised by or under an Australian law or a court/tribunal order;
- we have reason to suspect that unlawful activity, or misconduct of a serious nature, that relates to our functions or activities has been, is being or may be engaged in and giving access would be likely to prejudice the taking of appropriate action in relation to the matter;
- giving access would be likely to prejudice one or more enforcement related activities conducted by, or on behalf of, an enforcement body; or
- giving access would reveal evaluative information generated within the entity in connection with a commercially sensitive decision making process.

If, for any reason we decline your request to access and/or update your information, we will provide you with details of the reasons. In some circumstances it may be appropriate to provide copies of complex medical information to a treating GP rather than directly to our customer so that the medical terminology can be explained.

Additional information about privacy legislation can be found at the website of the Privacy Commissioner at www.oaic.gov. au including sensible steps that individuals can take to protect their information when dealing with organisations and when using modern technology.

Making a claim

When it comes to making a claim you need to follow the requirements set out in your Policy Document. After you become aware of any claim or potential claim under your Policy, you must notify us at your earliest opportunity.

Claims will only be paid if the requirements in the Policy Document have been met. We will tell you what information we need at each stage of your claim. We usually require you to complete a claim form and certain claim information. You must prove your claim in such a manner as we may reasonably request. Furthermore, we may require proof of any continuing entitlement from time to time, medical examinations at our expense and assistance (for Income Protection claims) in the ongoing management of the claim, including participation in recovery and rehabilitation support programs.

No benefit will be payable under this Policy without proof of age being submitted to us. Since age, status as a smoker or non-smoker and other risk factors affect our Underwriting of the Policy, claims may be affected if this information is not consistent with your application.

Please note that we may need to carry out procedures to identify you, or, in the event of your death, your beneficiaries and may need to verify the identification information provided.

Guaranteed renewal of cover

As long as you and the Life Insured have complied with the Duty of Disclosure, answered all our questions accurately and fully paid your premiums when due, your Policy continues until all cover ends. This guarantee of renewal applies regardless of any change in the Life Insured's health or personal circumstances.

No cash value

None of the benefits outlined in this document – Term insurance, Term insurance (through superannuation), Medical Catastrophe insurance, TPD insurance, Disability Income, Disability Income (through superannuation), Optimal Income Protection or Business Expense insurance – have a cash value if cancelled. The premiums paid represent the amounts due for undertaking the risk of the insured event occurring.

Complaints Process

If you have a complaint about our service or your privacy, you should direct your complaint depending on the product you hold as follows:

1. Complaints (non-superannuation)

If you wish to make a complaint in relation to your Policy which is not issued to you through a superannuation fund, you can write to:

The Manager, Complaints Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001

We will attempt to resolve your complaint within 45 days of the date it is received by us. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and ask for your consent to resolve the complaint within 90 days of the date it was received.

If your complaint has not been resolved to your satisfaction within 45 days of lodging your initial complaint to TAL (or, if you have agreed, within 90 days) you may contact the Financial Ombudsman Service (FOS). FOS is an independent body designed to help you resolve complaints relating to financial products as well as complaints relating to financial advice and sales of financial and investment products. Complaints with FOS may be resolved by a conciliation process or arbitration. This complaints procedure is free of charge. Decisions made by FOS are binding on us. Before you ask FOS to help you, please try to resolve the issue with us. There are some circumstances where FOS cannot deal with your complaint. They can advise you of these circumstances. FOS can be contacted as follows:

1800 367 287

(03) 9613 6399

info@fos.org.au

Financial Ombudsman Service
GPO Box 3 Melbourne VIC 3001

2. Complaints (structured through superannuation)
If your cover is issued through the TAL Superannuation and Insurance Fund you should address your complaint to the Trustee of the TAL Superannuation and Insurance Fund in writing to the following address:

TAL Superannuation Limited
c/– The Manager Complaints Resolution
GPO Box 5380, Sydney NSW 2001

If your complaint has not been resolved to your satisfaction within 90 days of it being received by us, you may refer your complaint to the Superannuation Complaints Tribunal (SCT). The SCT is an independent body established by the Commonwealth Government to deal with complaints about superannuation, annuity policies and retirement savings accounts. The objective of the SCT is to provide a fair, timely and economical means of resolution of complaints as an alternative to the court system. The SCT cannot consider complaints that have not been first referred through our internal complaint resolution process. The SCT can be contacted as follows:

1300 884 114

(03) 8635 5588

Superannuation Complaints Tribunal
Locked Bag 3060 Melbourne VIC 3001

If your Policy has been issued through a superannuation fund other than the TAL Superannuation and Insurance Fund, you should address your complaint to the trustee of that superannuation fund. That trustee will provide you with the details of its complaint-handling arrangements, where applicable.

5 TAL Superannuation and Insurance Fund

Important information

This section sets out important information about the TAL Superannuation and Insurance Fund (TAL Fund). The Fund is a resident regulated superannuation fund in accordance with the Superannuation Industry (Supervision) Act 1993 (SIS). Where your Policy is issued to you through the Fund, the terms and conditions of the Policy may be varied in the manner set out in this PDS. In these circumstances we recommend that you read the entire PDS, including this section.

Joining the Fund

The first step in the joining process is for your financial adviser to submit your application. If your application for insurance is accepted, and the Trustee is able to accept your contributions, you will then become a member of the Fund.

Insurance cover under the Fund

Once you are a member of the Fund and if TAL has agreed to issue cover to the Trustee in respect of you, TAL will issue your Policy to the Trustee. The Trustee will be the Policy Owner and you will then be the Life Insured through the Fund.

Please note that you do not have an accumulation account in the Fund, as the Trustee will not accept contributions above the amount required to pay your premiums. Your membership of the Fund is for the provision of insurance benefits only.

Trust Deed

The Fund is governed by rules set out in its Trust Deed. While the Trustee is able to amend these rules (under certain restrictions) the Trust Deed may not be amended to reduce your accrued benefits without your consent. The only exception to this is if the reduction is allowed under superannuation law.

Under the Trust Deed, the Trustee is not generally liable to you for any act or omission other than where the Trustee has failed to act honestly, or where the Trustee has intentionally and/or recklessly failed to exercise the degree of due care and diligence that it was required to exercise.

The Trustee has the right to indemnity from the Fund for all liabilities it may incur, except in the case of fraud, wilful neglect or misconduct. The Trustee has arranged professional liability insurance which provides cover for wrongful acts.

The Trust Deed can be obtained, free of charge, upon request from our Customer Service Centre on 1300 209 088.

Providing your Tax File Number (TFN)

TAL has agreed with the Trustee of the Fund not to issue any Policy in respect of a Member who has not provided the Trustee with their TFN. This means that to be eligible for cover through the Fund you must be prepared to quote your TFN to the Trustee.

The Trustee is authorised to collect individuals' TFNs under superannuation law and will request that you supply your TFN. Your TFN will only be used for lawful purposes which include administering the Fund and may only be disclosed as permitted by the applicable laws. The purposes for which we are able to use your TFN may change in the future as a result of legislative change. You are under no obligation to provide your TFN and declining to quote your TFN is not an offence.

Nominating a beneficiary

Understanding who receives your superannuation benefit including any insurance benefit in the event of your death is important. Under the rules of the Fund, the Trustee has the discretion to determine to whom and in what proportions any death benefit is payable. You may, however, nominate your legal personal representative and/or dependants as your preferred beneficiaries and the Trustee will consider your wishes in the event of your death.

How do I nominate a beneficiary for my Death Benefit?

In the event of your death, benefits will be paid to one or more of your dependants or to your legal personal representative as the Trustee determines. For superannuation and tax purposes, the definition of a 'Dependant' includes any of the following:

- a spouse, which includes a person (whether of the same or different sex) with whom the member is in a relationship that is registered under a law of a State or territory, or a person who, although not legally married to the member, lives with the member on a genuine basis in a relationship as a couple;
- a child of the member, including adopted child, step-child, ex-nuptial child or child of member's spouse (for tax purposes a child must be under age 18 just before the deceased died to be a dependant);
- person who is financially dependent on the member;
- a person with whom the member has an 'interdependency relationship' (see over the following page).

It is recommended that any nomination of dependants made by you be reviewed regularly, particularly if a change in circumstances has occurred (e.g. marriage or divorce).

Binding Nominations

Generally your nomination is only a guide for us and we are obliged to pay your death benefit in accordance with the Trust Deed and superannuation laws. If you wish to make your nomination binding, the Trust Deed and superannuation laws require special conditions to be met.

When making (or amending) a binding nomination, the application must be signed in the presence of two witnesses. Both of these witnesses need to be over the age of 18 and cannot be beneficiaries under the binding nomination.

Each binding nomination remains valid for only three years, so if you do choose this option it is your responsibility to renew your nomination and advise the Trustee of appropriate changes.

If your nomination expires or is invalid at the time of your death, the Trustee has the discretion to determine to whom and in what proportions any death benefit is payable.

What is an interdependency relationship?

An interdependency relationship is defined as where two people (whether or not related by family):

- live together; and
- have a close personal relationship; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with domestic support and personal care.

An interdependency relationship can also exist where there is a close personal relationship between two people who do not satisfy all other criteria for interdependency because either or both of them suffer from a physical, intellectual, psychiatric or other disability.

General information about superannuation

The following information is provided to assist you in understanding your options. It is general information only and is not intended to be a comprehensive statement of the laws applying to superannuation. You should talk to your financial adviser about your personal circumstances.

Contributions to the Fund
Contributions can only be made to the Fund in accordance with superannuation law. Superannuation law stipulates the way in which employer, personal and spouse contributions can be made as well as work requirements and age limits in relation to the member for which the contribution has been made.

Payment of a death benefit
Superannuation law specifies that a death benefit can only be paid to the following:

- member's spouse (married, de facto or same sex couples);
- child of the member of any age (including adopted child, stepchild and ex-nuptial child);
- the member's legal representative;
- any person who was financially dependent on the member at the time of death; and
- any person with whom the member had an interdependency relationship.

Where after reasonable searches the Trustee cannot locate any of these persons, it may pay the death benefit to an individual non-dependant such as a parent or sibling.

Payment of superannuation benefits
Other than death benefits, a superannuation benefit can only be paid where the member meets a condition of release under applicable superannuation law. In a general sense, these circumstances include Permanent Incapacity, Temporary Incapacity, Terminal Medical Condition, retirement (or the person has reached their preservation age), the termination of employment after age 60, leaving Australia after holding an eligible temporary resident visa, financial hardship or compassionate grounds. Rules relating to when superannuation benefits can be accessed are complex, so you should consult your financial adviser for further information.

Superannuation and family law
Provisions in the Family Law Act enable parties who are married to require superannuation fund trustees to carry out certain actions in relation to superannuation entitlements. Members (married persons only) should note that their spouse will be able to request the Trustee to disclose information in relation to the member's benefit entitlements ('Request for Information'). Members must understand that the Trustee is prohibited by law from informing them that such a request was made. The Trustee will not pass any information in relation to your present whereabouts to the person making the Request for Information.

Spouse contribution arrangements
Under current rules, you are allowed to contribute to superannuation on behalf of your spouse and for your spouse to contribute to superannuation for you. A spouse can make 'eligible spouse' contributions into a superannuation fund, as long as the spouse for whom contributions are being made (i.e. the receiving spouse) is either:

- under age 65, or
- aged from 65 to age 69, and has worked at least 40 hours in a consecutive 30-day period in the financial year that contributions were made.

Eligible spouses (including a married or de facto spouse or same sex couple) who make superannuation contributions may be entitled to a tax offset of up to $540 per annum for superannuation contributions made, provided that the spouse in respect of whom they are made is on a low income or not working.

It is your responsibility to maintain a record of eligible spouse contributions made for the purpose of claiming the offset.

Superannuation – Further points to consider

- The laws governing the application of superannuation are complex and the statements provided here are general in nature and based on current law;
- You should obtain your own independent advice on the taxation implications of joining the Fund and in maintaining insurance cover through the Fund; and
- As your circumstances change, so may the tax treatment of your contributions and any other payments made through the Fund.

Tax Information

A number of changes to the tax rules relating to superannuation were enacted in 2016 and will have effect from 1 July 2017. Unless otherwise stated, the general information provided below is based on the law that is in force at the time this PDS was prepared. We recommend that you obtain independent, professional tax and financial advice that takes into account your specific circumstances regarding the tax and superannuation implications of investing in or contributing to superannuation and joining the Fund.

Individual Members

If you are self-employed, or are not an employee (or you only get less than 10% of your income from work as an employee), you may be eligible for a tax deduction for your personal superannuation contributions. Such contributions are concessional contributions and are subject to the concessional contribution caps discussed below.

From 1 July 2017 the requirement that you derive less than 10% of your income from employment sources has been abolished and regardless of your employment arrangement you may be able to claim a tax deduction. Those aged 65 to 74 will still need to meet the work test in order to be eligible to make a contribution and claim a tax deduction.

Concessional contributions are generally included in the Fund's assessable income and may be subject to tax at the rate of 15% in the Fund's hands. However where the member's personal adjusted taxable income exceeds $300,000 ($250,000 from 1 July 2017), the ATO will issue a Division 293 assessment to the member assessing their concessional contributions to an additional 15% of tax.

Concessional contributions for the 2016/2017 financial year will be capped at $30,000 for those under age 49 years on 30 June 2016 and $35,000 for those aged 49 years or over on 30 June 2016. For the 2017/2018 financial year, concessional contributions will be capped at $25,000 for all ages.

Where concessional contributions in excess of the applicable cap are made in a financial year the ATO will issue the member an assessment taxing the excess at the member's marginal tax rate (plus the Medicare levy and Temporary Budget Repair levy, where applicable). The member will be entitled to a tax offset equal to 15% of their excess concessional contribution (reflecting generally the tax already assessed to the recipient fund). An interest charge also applies for the deferral of tax.

Normally members may elect to withdraw up to 85% of their excess concessional contributions from the recipient fund. However, if you receive an excess concessional or non-concessional contribution determination, or a Division 293 assessment from the ATO, you should not elect for amounts to be released from the Fund. The Fund is unable to process a release authority from the ATO because you will not have an accumulation interest in the Fund.

If you have made concessional contributions to a superannuation fund and you are a low income earner, you may be eligible for the government low income super contribution of up to $500 annually up to 30 June 2017. From 1 July 2017 this will be replaced by a tax offset of up to $500 per annum.

There are also limits on the amount of post-tax or 'non-concessional contributions' that can be made on behalf of a member. Non-concessional contributions include personal contributions for which you do not claim an income tax deduction.

Non-concessional contributions for the 2016/2017 financial year are subject to an annual cap of $180,000. For the 2017/2018 financial year, the annual cap is $100,000 and individuals with total superannuation balances of $1.6 million or more will no longer be eligible to make non-concessional contributions. For both financial years there is a 'bring-forward' option as discussed below. You will be taxed on non-concessional contributions over the cap at the rate of 47%, plus the Medicare levy. (As noted above if you receive an excess non-concessional contribution determination from the ATO, you should not elect for amounts to be released from the Fund. The Fund is unable to process a release authority from the ATO because you will not have an accumulation interest in the Fund.)

Under the 'bring-forward' option, people under 65 years of age can bring forward three years' entitlements to non-concessional contributions based on the annual cap limits above. However, from 1 July 2017 individuals with total superannuation balances over $1.4 million will have reduced access to the bring forward rule.

If your income is less than $51,021 (for the 2016/2017 financial year), you may also benefit from Government co-contributions if you make a personal, after-tax (non-concessional) contribution to your superannuation.

The Government co-contribution is a payment made by the Federal Government to the superannuation account of eligible members who make personal non-concessional contributions. For more information contact your financial adviser or the Australian Tax Office (ATO) Superannuation Hotline on 13 10 20.

Employers
Employer contributions are generally tax deductible to the employer where they are made for the purpose of providing superannuation benefits for an employee.

Employers are entitled to claim a deduction for contributions paid to complying superannuation funds for employees aged:

- under age 75; or
- 75 and over, where contributions are required under relevant industrial awards.

Tax payable on death benefits
All lump sum death benefits are tax free if paid to a dependant for tax purposes or the member's estate where the beneficiaries are dependants of the member for tax purposes. Lump sum death benefits paid to non-dependants for tax purposes or the member's estate to the extent the beneficiaries are not dependants for tax purposes, are taxed at different rates depending on whether the elements are from taxed or untaxed sources. For elements taxed in the Fund, the rate is the lower of the recipient's marginal tax rate and 15%, plus the Medicare levy. For elements untaxed in the Fund, (such as insurance proceeds), the rate is the lower of the recipient's marginal tax rate and 30%, plus the Medicare levy. The trustee of the member's estate does not bear the Medicare levy.

Tax on Terminal Illness Benefits
Terminal illness benefits paid to members are tax free.

Tax payable on Income Protection/Disability Income Benefits
When an Income Protection/Disability Income Benefit that substitutes for lost income is paid, this should constitute assessable income in the hands of the recipient and will be taxed at the recipient's marginal tax rate, plus the Medicare levy and other levies, where applicable.

Tax payable on TPD Benefits
Total and Permanent Disablement Benefits are taxed at different rates, depending on the amount, the member's age when they were disabled and their age at the date of payment.

Tax Withholding
Where TAL or the Trustee is required by law to deduct any tax, duty, impost or the like in connection with the payment of a benefit, TAL or the Trustee will deduct the required amount from the payment and forward it to the relevant authority.

Superannuation Definitions

The following definitions have been reproduced from SIS. You should be aware that if any of these definitions are changed in SIS, the corresponding definition reproduced here will be obsolete and replaced by the amended definition in SIS.

Permanent Incapacity in relation to a member of a superannuation fund means ill-health (whether physical or mental), where the trustee is reasonably satisfied that the member is unlikely, because of the ill-health, to engage in gainful employment for which the member is reasonably qualified by education, training or experience.

Temporary Incapacity in relation to a member of a superannuation fund who has ceased to be gainfully employed (including a member who has ceased temporarily to receive any gain or reward under a continuing arrangement for the member to be gainfully employed), means ill-health (whether physical or mental) that caused the member to cease to be gainfully employed but does not constitute Permanent Incapacity.

Terminal Medical Condition exists in relation to a member of a superannuation fund at a particular time if the following circumstances exist:

- two registered medical practitioners have certified, jointly or separately, that the person suffers from an illness, or has incurred an injury, that is likely to result in the death of the person within a period (the certification period) that ends not more than 24 months after the date of the certification; and
- at least one of the registered medical practitioners is a specialist practising in an area related to the illness or injury suffered by the person; and
- for each of the certificates, the certification period has not ended.

6 Direct debit arrangements

Direct Debit Request Service Agreement

This Direct Debit Request Service Agreement (DDR Agreement) is issued by TAL, to enable you to understand your rights and responsibilities as a customer when making premium payments by direct debit. It allows TAL to debit your nominated account to meet the premiums for your Policy.

Please keep this DDR Agreement in a safe place for future reference.

Our Commitment To You

We ensure that we:

- will give you at least 14 days written notice if there are any changes to the terms of this DDR Agreement, and
- will keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution, or otherwise as required by law.

Your Commitment To Us

If you do commit to a DDR Agreement please ensure that:

- the account you have nominated can accept direct debits,
- all account holders for this nominated account agree to this Agreement, and
- that there are sufficient funds available in the nominated account, on the due dates, to cover the premiums. If there isn't, you may incur dishonour fees from your financial institution and your Policy may be cancelled. Dishonour fees will not be charged by TAL.

If a premium due date falls on a weekend or a public holiday, we will automatically debit the payment on the next business day.

If you provide us, directly or indirectly, with new or updated bank account details (for payment through the direct debit system), these conditions will also apply to that request.

How to make changes

Please give us at least 7 days notice before your next premium due date for either:

- altering any of your direct debit or financial institution details,or
- stopping or suspending any debits, or cancelling the DDR Agreement completely.

If you do any of these, you will need to make alternative arrangements for future premiums to continue your Policy.

If you prefer you may contact your financial institution directly to alter[1], stop, cancel or dispute any debit.

1 Note: in relation to the above reference to 'alter', your financial institution may alter your debit payment only to the extent of advising us of your new account details.

Contacting us

If you wish to make any of the changes, as outlined above, or wish to dispute a debit you should do so in writing. The address for any correspondence is:

TAL Life Limited or TAL Superannuation Limited
GPO Box 5380, Sydney NSW 2001

We will always respond to your query or dispute in the first instance.

Please refer to our website at www.tal.com.au to obtain a copy of our current Payment Authority form.

HOW WE COMPARE

2014

Money Magazine
Best Featured Income Protection Insurance

SMSF Adviser
SMSF Insurance Provider

Core Data
SMSF Insurance Provider

2015

Asia Pacific Banking and Finance Insurance Awards
Life Insurance Company of the Year

AFR Smart Investor Blue Ribbon Award
Best Featured Income Protection

Money Management Adviser Choice Risk Award
Adviser Choice Risk Disability Income Product

2016

Core Data
SMSF Insurance Provider

Money Management Adviser Choice Risk Award
Adviser Choice Risk Disability Income Product

AFA and Beddoes Institute Consumer Choice Award
Best New Customer Experience
Value for Money

WHERE WE COME FROM

1869
New Zealand's Government Life Insurance Office is created and builds its reputation as a life insurer committed to ordinary people.

1990
Government Life is renamed TOWER and enters Australia with the purchase of Adriatic Life Insurance.

1993
TOWER purchases Friends Provident Life Assurance.

1999
TOWER purchases FAI Life, and TOWER joins the top tier of Australian insurers.

2006
TOWER purchases PrefSure Life Limited. The business is separated from TOWER New Zealand and TOWER Australia is born.

2008
TOWER Australia purchases InsuranceLine

2011
TOWER Australia becomes a wholly owned subsidiary of the Dai-ichi Life Group. It is now TAL, Australia's life insurance specialist .

WHERE WE ARE NOW

Australia's **leading specialist** life insurer.

3.7 million Australians protected by TAL.

Over $2.6 billion in in-force premiums.

Over 1,600 people employed by TAL in Australia.

Over $4.5 million on average paid in claims every working day.

TAL Life Limited
www.tal.com.au
GPO Box 5380 Sydney NSW 2001
Customer Service Centre – 1300 209 088 | Adviser Service Centre – 1300 286 937
Monday to Friday 8am – 7pm AEST

TAL Life Limited ABN 70 050 109 450 AFSL 237 848 TAL Superannuation Limited ABN 69 003 059 407 AFSL 237 851
TAL Superannuation and Insurance Fund ABN 20 891 605 180

TALR7815/0317

Supplementary Product Disclosure Statement

ISSUE DATE: 24 SEPTEMBER 2021

TAL Life Limited
GPO Box 5380, Sydney NSW 2001
1300 209 088
1300 351 133
customerservice@tal.com.au
www.tal.com.au

This Supplementary Product Disclosure Statement (SPDS) is effective from 24 September 2021 (Issue Date). This SPDS is jointly issued by TAL Life Limited (ABN 70 050 109 450, AFSL 237848) (TAL) and Mercer Superannuation (Australia) Limited (ABN 79 004 717 533, AFSL 235906) (MSAL).

This SPDS has been issued to inform you of important amendments to the Product Disclosure Statements listed in the table below (the **PDSs**). You should read this SPDS carefully as it supplements the PDSs, and amends, deletes or replaces some sections in those documents.

This SPDS must be read together with the PDS applicable to you, whether your insurance product is held inside or outside of superannuation. If you are unsure which of the PDSs applies to your insurance product, or if you have any other questions in relation to this SPDS, please contact us using the details above.

PDSs

Item Numbers	Document title	Issue Date
1	Accelerated Protection Product Disclosure Statement	1 April 2017
2	Accelerated Protection Product Disclosure Statement	12 October 2018
3	Life Insurance through TAL Super PDS	1 December 2020

Changes to Product Disclosure Statements

1. References

In each PDS, where the word or phrase in the "Current" section in the table below is used, it is deleted and replaced by the word or phrase in the "New" section below.

Current	New
Duty of Disclosure	Duty of disclosure or the duty to take reasonable care not to make a misrepresentation (whichever is applicable)
Eligible rollover fund	The Australian Taxation Office (ATO)
Guaranteed renewal of cover	Guaranteed continuation of cover
Guarantee of renewal	Guarantee of continuation

2. Update to the sections titled "Duty of Disclosure", "Complaints Process" Or "How to make a complaint" (as applicable) and "Approved Eligible Rollover Fund"

The table in the Appendix sets out the page numbers in the PDSs where the "Duty of Disclosure", "Complaints Process" or "How to make a complaint" (as applicable) and "Approved Eligible Rollover Fund" sections can be found. In each of the PDSs, these sections (including the heading) are deleted and replaced in full with the sections set out below.

The duty of disclosure and the duty to take reasonable care not to make a misrepresentation

Duty of disclosure

The duty of disclosure applies when entering into, extending, varying, or reinstating a life insurance contract prior to 24 September 2021. For life insurance contracts that are consumer insurance contracts entered into, extended, varied, or reinstated on or after 24 September 2021, the duty to take reasonable care not to make a misrepresentation applies.

The duty of disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If the insurance is for the life of another person and that person does not tell us everything he or she should have, this may be treated as a failure by you to tell us something that you must tell us.

If you did not tell us something

In exercising the following rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover.

If you do not tell us anything you are required to, and we would not have insured you on the same terms if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. However, if the contract has a surrender value, or provides cover on death, we may only exercise this right within 3 years of entering into the contract.

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Duty to take reasonable care

For life insurance contracts entered into, extended, varied, or reinstated prior to 24 September 2021, the duty of disclosure applies.

The duty to take reasonable care not to make a misrepresentation applies when entering into, extending, varying, or reinstating a life insurance contract that is a consumer insurance contract from 24 September 2021. If your application is accepted, the Policy will be a consumer insurance contract.

If a life insurance contract was originally entered into before 24 September 2021, and is varied by agreement between you and us (other than automatic variations or variations which reduce a sum insured or remove or reduce cover, benefits or features) on and after that date, then the contract is treated as though it were entered into on or after 24 September 2021 and is treated as a consumer insurance contract, to the extent of the variation. This means that the duty to take reasonable care not to make a misrepresentation applies to variations (other than automatic variations or variations which reduce a sum insured or remove or reduce cover, benefits or features) made from 24 September 2021, while the duty of disclosure continues to apply to the parts of the Policy entered into before 24 September 2021.

The duty to take reasonable care not to make a misrepresentation

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

If the duty is not met

If the duty is not met, this can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

What can we do if the duty is not met?

If you or the Life Insured do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the *Insurance Contracts Act 1984 (Cth)*. These are intended to put us in the position we would have been in if the duty had been met.

For example we may:

- avoid the cover (treat it as if it never existed);
- vary the amount of the cover; or
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including:

- whether you or the Life Insured took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances.
- what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent; and
- in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

When applying for replacement cover

TAL will rely on the representations and disclosures made in respect of your original Policy for this replacement cover. TAL will only issue replacement cover as a new Policy if you complied with the applicable duty at the time the original Policy was issued and TAL would have issued the original Policy or Plan on the terms that it did. You must ensure that the representations and disclosures that were made in respect of your original Policy (including any variations, extension or reinstatement of that policy) were accurate at the time the original Policy was issued, varied, extended or reinstated.

Complaints Process

If you have a complaint about our services or your privacy you should direct your complaint depending on the product you hold:

Complaints about policies structured outside superannuation or SMSF

If you wish to make a complaint about your Policy you can write to:

The Manager, Dispute Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001
customerservice@tal.com.au

We will attempt to resolve your complaint within 30 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

Complaints about policies structured through superannuation

You should address your complaints to the trustee of your superannuation fund. The trustee will provide you with the details of its complaint-handling arrangements.

Australian Financial Complaints Authority (AFCA)

If an issue has not been resolved to your satisfaction within 30 days of lodging your initial complaint, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

1800 931 678

info@afca.org.au

www.afca.org.au

GPO Box 3, Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA

Complaints about policies structured through TAL Super

If you are dissatisfied with your Policy which is structured through TAL Super, you should address your complaint to:

TAL Super Plan in the Mercer Super Trust
C/- The Manager, Dispute Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001
customerservice@tal.com.au

For most disputes, the Trustee will try to resolve your complaint within 45 days of receiving it. For disputes in relation to death benefit distribution, the Trustee will try to resolve your complaint within 90 days of receiving it. If the Trustee are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

If your complaint is not resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides a fair and independent financial services complaint resolution that is free to consumers.

- www.afca.org.au
- info@afca.org.au
- 1800 931 678
- Australian Financial Complaints Authority
  GPO Box 3, Melbourne VIC 3001

Some complaints must be lodged with AFCA within set timeframes or may be outside of AFCA's jurisdiction. Contact AFCA directly for more information about their time limits and other requirements."

Transfer of benefits to the ATO in certain circumstances

The Trustee is required by superannuation law to transfer your benefits in certain circumstances. The Trustee will transfer your benefits to ATO (after providing you prior written notice of its intention to do so) if you do not inform the Trustee of an alternative superannuation arrangement within the time frame set out in the notice.

If we pay your benefit to the ATO, you cease to be a member of TAL Super. On transfer to the ATO, your insurance protection in TAL Super ceases. You can transfer or withdraw your benefit from the ATO as the governing legislation permits.

3. Update to the section titled "Making a claim"

This change applies to the "Making a claim" section of the PDSs. The table in the Appendix sets out the page numbers in the PDSs where the "Making a claim" section can be found. In the first paragraph of this section in each PDS, the text in the "Current" column in the table below is deleted and replaced with the text in the "New" column of the table below.

Current	New
After you become aware of any claim or potential claim under your Policy, you must notify us at our earliest opportunity	We will support you through the process of making a claim. If you wish to make a claim against the Policy, we strongly encourage you to contact us at the earliest possible opportunity. A delay in notifying us may mean it could take longer for us to assess your claim, as it may be difficult for us to access information we need to finalise our decision

4. Update to the section titled "Changes in premium" or "Changes in premiums" (as applicable)

This change applies to the "Changes in premium" or "Changes in premiums" sections of the PDSs. The table in the Appendix sets out the page numbers in the PDSs where the "Changes in premium" or "Changes in premiums" (as applicable) sections can be found. The following paragraphs are added to the end of these sections:

> "We will act reasonably when making decisions to change our premium rates or Policy fees and will only make changes to the extent reasonably necessary to protect our legitimate business interests.
>
> If your premiums increase, you will always have the option to reduce the premium by reducing your cover, subject to any minimum premiums or sum insured applicable to your policy.
>
> You will also always have the right to cancel your cover, at any time and for any reason, including a premium increase".

5. Update to the section titled "What are the costs?"

This change applies to the "What are the costs" section of the PDSs. The table in the Appendix sets out the page numbers in the PDSs where the "What are the costs?" sections can be found. The following paragraphs are added to the end of this section:

> "We will act reasonably when making decisions to change our premium rates or Policy fees and will only make changes to the extent reasonably necessary to protect our legitimate business interests.
>
> If your premiums increase, you will always have the option to reduce the premium by reducing your cover, subject to any minimum premiums or sum insured applicable to your policy.
>
> You will also always have the right to cancel your cover, at any time and for any reason, including a premium increase. These paragraphs are to be read in conjunction with the "Changes in premium" or "Changes in premiums" sections (as applicable) of the PDS that you hold for your policy."

6. Appendix

Document title	Issue Date	Duty of Disclosure	Making a claim	Complaints Process or How to make a complaint (as applicable)	Approved Eligible Rollover Fund	Changes in premium or Changes in premiums (as applicable)	What are the costs?
Accelerated Protection Product Disclosure Statement	1 April 2017	34	36	37	N/A	33	N/A
Accelerated Protection Product Disclosure Statement	12 October 2018	30	32	33	38	29	N/A
Life Insurance through TAL Super PDS	1 December 2020	N/A	N/A	13	10	N/A	11

ISSUE DATE 1 DECEMBER 2020

Life Insurance through TAL Super

PRODUCT DISCLOSURE STATEMENT

Important information about this document

This Product Disclosure Statement (PDS) gives you important information about structuring your life insurance product through TAL Super.

This PDS is jointly issued by TAL Life Limited (ABN 70 050 109 450, AFSL 237848) (TAL) and Mercer Superannuation (Australia) Limited (ABN 79 004 717 533, AFSL 235906) (MSAL). You should read this PDS in conjunction with your existing Life Insurance Documents which contain detailed information about the benefits, options, conditions and limitations of your life insurance product.

TAL Super is a plan within the Retail Division in the Mercer Super Trust (ABN 19 905 422 981) and is sponsored by TAL Services Limited (ACN 076 105 130) (TAL Services). TAL Services is a related body corporate of TAL that provides administration services, insurance services and indemnities to MSAL.

TAL Super provides members with access to life insurance through superannuation. Contributions and rollovers made to TAL Super are only used for the purposes of paying insurance premiums. Members do not have an account balance in TAL Super and therefore there is no investment component.

TAL is the issuer of the life insurance product structured through TAL Super but is not responsible for TAL Super and does not issue, underwrite or guarantee the superannuation interest described in this PDS. MSAL is the Trustee (the Trustee) of TAL Super and is not responsible for the life insurance product or the payments to be made under the life insurance product.

Where your life insurance product is structured through TAL Super, the Trustee will be noted as the Policy Owner and will hold the Policy on behalf of the Life Insured member. Your interest in TAL Super is governed by the Master Deed of the Mercer Super Trust dated 28 June 1995 (as amended from time to time) as well as the terms and conditions of the Policy. Any benefit payable under the Policy will be paid by TAL to the Trustee. The Trustee is responsible for paying the benefits out of TAL Super. Restrictions may apply to these benefit payments under the Trust Deed and superannuation law. A copy of the Trust Deed can be obtained, free of charge at https://www.mercerfinancialservices.com/documents.html

The information contained in this PDS is general information only. TAL and the Trustee have not taken into account your objectives, financial situation or needs. You should consider the appropriateness of the information in this PDS, taking into account your objectives, financial situation and needs, before acting on any information in this PDS. Information about tax provided in this PDS is a guide only and is based on our understanding of the tax laws that were current at the date of the PDS. These laws can change and the Trustee recommends you speak to your tax adviser regarding the tax consequences of holding insurance cover through superannuation.

The information in this PDS may change from time to time. You can obtain update information that is not materially adverse to you at www.tal.com.au/talsuper. Please contact us if you'd like a free printed copy of the updated information. Changes that are materially adverse to you will be advised as required by law.

We are here to help

If you have any questions, contact us on:

TAL

1300 209 088

customerservice@tal.com.au

www.tal.com.au

GPO Box 5380, Sydney NSW 2001

MSAL

1300 209 088

customerservice@tal.com.au

www.tal.com.au/talsuper

GPO Box 4303, Melbourne, VIC 3001

Terms used in this document

There are a number of terms in this PDS which have a particular meaning. Where a defined term is used in this PDS, the initial letter(s) is capitalised (e.g. 'Policy Owner'). The only exceptions are 'you', 'your', 'we', 'us and 'our' which are not capitalised. Defined terms include the following:

Cover means insurance benefit and applicable options under your life insurance product.

Life Insurance Documents means your life insurance Product Disclosure Statement/Customer Information Brochure and Policy Document issued to you in relation to the life insurance product you currently hold either within, or are considering transferring into TAL Super. This also includes any subsequent notices or updated policy documentation issued in relation to the above.

Life Insured means the person(s) whose life is insured under the Policy.

Mercer refers to Mercer (Australia) Pty Ltd (ABN 32 005 315 917).

MSAL refers to Mercer Superannuation (Australia) Limited (ABN 79 004 717 533) (AFSL 235906) as the trustee of TAL Super.

Policy means the cover types (sometimes referred to as Covers), benefits and/or options listed in your Policy Schedule and the applicable terms and conditions listed in your Life Insurance Documents.

Policy Owner means the person, company or trustee who legally owns the Policy.

Policy Schedule refers to the legal document that states the Cover start and end date and states the Cover options and special conditions applicable to you.

SIS refers to the *Superannuation Industry (Supervision) Act 1993* and/or the *Superannuation Industry (Supervision) Regulations 1994*, as applicable.

TAL refers to TAL Life Limited (ABN 70 050 109 450) (AFSL 237848).

TAL Services refers to TAL Services Limited (ACN 076 105 130).

TAL Super is a plan within the Retail Division in the Mercer Super Trust (ABN 19 905 422 981).

Trust Deed means the master deed of the Mercer Super Trust, dated 28 June 1995 (as amended from time to time), together with the governing rules applicable to TAL Super.

Trustee refers to MSAL.

We, us and **our** refers to TAL and/or MSAL.

You and **your** means the Life Insured or the person (excluding the Trustee) applying for insurance on behalf of the Life Insured, as applicable.

Contents

1 Life Insurance through TAL Super

The following information is provided to assist you in understanding your membership in TAL Super. It is general information only and is not intended to be a comprehensive statement of the laws applying to superannuation. You should talk to your financial adviser about your personal circumstances.

TAL Super provides members with insurance benefits within superannuation. Some of the key features are:

- Members may hold cover types including Life Insurance, Total and Permanent Disability (TPD) Insurance and Income Protection through TAL Super. Some members may also hold additional cover types under grandfathered superannuation arrangements.
- TAL Super does not offer a superannuation savings facility that has an investment component. You will not receive an investment return on contributions made to your account.
- MSAL will only accept contributions and rollovers to pay the premiums for insurance policies held through TAL Super.
- Membership of TAL Super is for the provision of insurance benefits only.
- The Trustee may reduce your contributions if it has claimed a tax deduction for the payment.

This PDS provides important information about structuring your life insurance product through TAL Super, the tax treatment that may apply, your options for meeting the costs of the insurance, and the potential risks of holding insurance through TAL Super. If you pay via rollover, the cost of premiums paid will gradually reduce your superannuation over time. You should consider your retirement needs and insurance protection objectives when structuring your insurance through TAL Super.

If applying for change of ownership (where available) and an application is made and accepted to become a member of TAL Super, TAL will issue a Policy to MSAL and you will be the Life Insured.

You will only be entitled to a benefit if an insured event occurs while you are covered under the Policy, and you have satisfied a condition of release under SIS. The insured events under the policies offered in TAL Super are consistent with the conditions of release (unless grandfathered terms apply). If a benefit is payable under a policy the Trustee will direct TAL to pay it to you or your beneficiaries as a superannuation benefit.

Contributions to TAL Super

Contributions can only be made to TAL Super in accordance with superannuation law. Superannuation law stipulates the way in which employer, personal and spouse contributions can be made as well as work requirements and age limits in relation to the acceptance of superannuation contributions for members.

Please note that the Trustee only accepts contributions to pay for insurance premiums. In circumstances agreed by the Trustee and TAL, an overpayment of premium may be held and applied to reduce future premiums. You will not receive interest or an investment return on contributions made.

How to make contributions to TAL Super

- Direct debit;
- Credit card;
- Cheque (not available where payment is monthly);
- BPAY®; or
- Rollover.

Payment of insurance premiums by rollover

- If you are funding your insurance premiums from another superannuation account, you must ensure that the cost of premiums do not inappropriately erode your retirement savings.
- Some superannuation funds are prevented from making rollovers to pay for insurance cover through superannuation – you should check whether your superannuation fund is able to pay a rollover.

Superannuation – Further points to consider

- The laws governing superannuation are complex and the statements provided here are general in nature and based on current law;
- You should obtain your own independent advice on the taxation implications of joining TAL Super and in maintaining insurance cover through TAL Super; and
- As your circumstances change, so may the tax treatment of your contributions and any other payments made through TAL Super.

Risks of holding insurance through superannuation

There are risks you should consider before deciding to hold insurance through superannuation, including:

- Except for Income Protection benefits, a benefit paid from TAL Super is a superannuation benefit for tax purposes and it may be subject to more tax than would otherwise apply if the benefit was paid from the same insurance held outside of superannuation.
- Limits apply to the amount you can contribute to superannuation each year.
- Where you choose to pay premiums by rollover from another superannuation fund, your retirement savings will be reduced so that you will have less available to you on retirement than otherwise would have been the case.
- Taxation or SIS laws may change in the future, altering the suitability of holding insurance in superannuation.
- Any contributions you make to TAL Super in order to pay premiums will reduce the amount you may be able to contribute to other superannuation accounts you hold for retirement savings purposes.

2 Structuring Life Insurance through TAL Super

When you structure your life insurance product through TAL Super, your Policy is owned by the Trustee under TAL Super in the Mercer Super Trust. The Mercer Super Trust is a resident regulated superannuation fund regulated by the Australian Prudential Regulation Authority (APRA) under the Superannuation Industry (Supervision) Act 1993 (Cth). Mercer pays for the Trustee's costs of running TAL Super. TAL makes payments to Mercer towards the costs of running TAL Super. These costs are not an additional cost to you.

TAL Super is governed by the governing rules set out in its Trust Deed. The Trustee is able to amend these governing rules at any time if superannuation law permits.

Under the Trust Deed, the Trustee is not generally liable to you for any act or omission other than where it has failed to act honestly or has intentionally and/or recklessly failed to exercise the degree of due care and diligence that it was required to exercise.

The Trustee has the right to indemnity from TAL Super for all liabilities it may incur, unless prevented by superannuation law.

If your application to change ownership is accepted by TAL, or you become a member of TAL Super via a Successor of Fund Transfer and the Trustee is able to accept contributions or rollovers for you, you will then become a member of TAL Super.

Key Insurance Information

The insurance cover you hold through TAL Super may include Life Insurance, Total and Permanent Disability (TPD) Insurance or Income Protection Insurance.

Income Protection

Income Protection can provide an insured person with a monthly benefit to help replace lost income when Sickness or Injury prevents them from working.

Life Insurance

If you hold Life Insurance, a lump sum may be payable in the event of death or diagnosis of a Terminal Illness.

TPD Insurance

If you hold TPD Insurance, a lump sum may be payable if the insured person suffers a Sickness or Injury resulting in total and permanent disability.

Your insurance cover may also be referred to by a different name depending on when your Policy was issued and the type of policy that was issued to you.

Your Policy will be subject to terms and conditions, and there may be exclusions that apply. Details of the terms and conditions and exclusions that apply to your Policy are set out in your Life Insurance Documents.

Your Life Insurance Documents also set out important information about:

- eligibility for insurance cover;
- various ways to structure your insurance cover;
- your duty of disclosure when completing an application for insurance;
- insurance benefit provided including when cover starts and ends and maximum insured amounts;
- the cost of cover including any discounts available;
- how to make a claim for a benefit;
- the terms and conditions of those benefits, including important definitions; and
- exclusions and restrictions on the payment of those benefits.

You can access a copy of the Product Disclosure Statement applicable to your Policy on the TAL Super website at www.tal.com.au/talsuper or by contacting us at 1300 209 088.

Insurance through TAL Super

The terms and conditions that relate to your insurance product/s held within TAL Super are set out in your Life Insurance Documents. Your Life Insurance Documents set out important information about:

- eligibility for insurance cover;
- various ways to structure your insurance cover;
- your duty of disclosure when completing an application for insurance;
- insurance benefit provided including when cover starts and ends and maximum insured amounts;
- the cost of cover including any discounts available;
- how to make a claim for a benefit;
- the terms and conditions of those benefits, including important definitions; and
- exclusions and restrictions on the payment of those benefits.

Once you are a member of TAL Super, the Trustee is the Policy Owner and you are the Life Insured. You will not have an accumulation account in TAL Super, as the Trustee will immediately pay all contributions and rollovers received for you to the Mercer Super Trust (TAL Super) Application Moneys Account to pay your insurance premiums. Your membership of TAL Super only provides insurance benefits.

In circumstances agreed by the Trustee and TAL, an overpayment of premium may be held and applied to reduce future premiums. No interest will be paid in these circumstances.

The Trustee may reduce your contributions if it has claimed a tax deduction for that payment. Where this occurs, to reflect the most common tax outcome to TAL Super, the Trustee will assume:

- you will be claiming a tax deduction for any personal contributions you make. This means we will assume that 15% tax will be payable on the contribution and the premium funded by your contribution will be deductible, resulting in no net tax impact for TAL Super; and
- any rollover you make is non-taxable, meaning that no tax is payable on the rollover, but the premium funded by the rollover is deductible to TAL Super for tax purposes, so there will be a net 15% tax impact; i.e. your rollover will only need to fund 85% of the premium. If the 15% rollover reduction set out above applies to you, your premium will be automatically adjusted. We will notify you of your premium 30 days in advance of your annual renewal date.

It's not possible to later adjust those outcomes to reflect your individual tax circumstances. These outcomes do not change the premiums paid or the amount of cover.

Providing your Tax File Number (TFN)

When you become a member of TAL Super, the TFN that you have provided to TAL will be made available to the Trustee. Your TFN will only be used for lawful purposes and may only be disclosed as permitted by the applicable laws. The purpose for which TAL and the Trustee are able to use your TFN may change in the future as a result of law changes.

Superannuation and family law

Provisions in the Family Law Act enable parties who are married or in a de-facto relationship to require superannuation fund trustees to carry out certain actions in relation to superannuation entitlements. Members should note that their spouse or de-facto will be able to request the trustee to disclose information about the member's benefit entitlements ('Request for Information').

The trustee is prohibited by law from informing members that such a request was made. The trustee will not pass any information about your present whereabouts to the person making the Request for Information.

Spouse contribution arrangements

Under current rules, you are allowed to contribute to superannuation on behalf of your spouse and for your spouse to contribute to superannuation for you. A spouse can make 'eligible spouse' contributions into a superannuation fund, as long as the spouse for whom contributions are being made (i.e. the receiving spouse) is either:

- under age 67, or
- aged from 67 to age 74, and has worked at least 40 hours in a consecutive 30-day period in the financial year that contributions were made.

Eligible spouses (including a married or de facto spouse or same sex couple) who make superannuation contributions may be entitled to a tax offset of up to $540 per annum for superannuation contributions made, provided that the spouse in respect of whom they are made is on a low income or not working.

It is your responsibility to maintain a record of eligible spouse contributions made for the purpose of claiming the offset.

Payment of benefits

If you become eligible for a benefit under the Policy, Life Insurance and TPD Insurance benefits will be paid as a lump sum, Income Protection Insurance benefits will be paid by income stream. A benefit payment will not be made under the Policy until the Trustee has determined to whom the benefit must be paid. This might be you, your beneficiary, your legal personal representative or one or more of your dependants.

Payment of a death benefit

Superannuation law specifies that a death benefit can only be paid to the following:

- member's spouse (married, de facto or same sex couples);
- child of the member of any age (including adopted child, stepchild and ex-nuptial child);
- the member's legal personal representative;
- any person who was financially dependent on the member at the time of death; and
- any person with whom the member had an interdependency relationship.

Where after reasonable searches the Trustee cannot locate any of these persons, it may pay the death benefit to an individual non-dependant such as a parent or sibling.

Payment of superannuation benefits

Other than death benefits, a superannuation benefit can only be paid where the member meets a condition of release under SIS. Generally, these circumstances include permanent incapacity, temporary incapacity, terminal medical condition, retirement (or the person has reached their preservation age), the termination of employment after age 60, leaving Australia after holding an eligible temporary resident visa, and on financial hardship or compassionate grounds. Rules relating to when superannuation benefits can be accessed are complex, so you should consult your financial adviser for further information.

Please note that not all of the above conditions are relevant to your membership in TAL Super. You will only receive a benefit from TAL Super for one of the following conditions of release:

- death;
- permanent incapacity;
- temporary incapacity or
- terminal medical condition.

Nominating a beneficiary

Understanding who receives your superannuation and insurance benefit in the event of your death is important. Under the Trust Deed, the Trustee has the discretion to determine to whom and in what proportions any death benefit is payable (see below for binding nominations). You may nominate your legal personal representative and/or dependants as your preferred beneficiaries and the Trustee will consider your wishes in the event of your death.

In the event of your death, benefits will be paid to one or more of your dependants or to your legal personal representative as determined by the Trustee.

For superannuation and tax purposes, the definition of 'dependant' includes any of the following:

- A spouse, which includes a person (whether of the same or different sex) with whom the member is in a relationship that is registered under a law of a State or territory, or a person who, although not legally married to the member, lives with the member on a genuine basis in a relationship as a couple;
- A child of the member, including adopted child, stepchild, ex-nuptial child or child of the member's spouse (for tax purposes a child must be under age 18);
- A person who is financially dependent on the member;
- A person with whom the member has an 'interdependency relationship'.

It is recommended that any nomination of beneficiaries made by you be reviewed regularly, particularly if a change in circumstances has occurred (e.g. marriage or divorce).

What is an interdependency relationship?

An interdependency relationship is defined as where two people (whether or not related by family):

- live together; and
- have a close personal relationship; and
- one or each of them provides the other with financial support; and
- one or each of them provides the other with domestic support and personal care.

An interdependency relationship can also exist where there is a close personal relationship between two people who do not satisfy all other criteria for interdependency because either or both of them suffer from a physical, intellectual, psychiatric or other disability.

Binding nominations

Generally, your nomination is only a guide. The Trustee is obliged to pay your death benefit in accordance with the Trust Deed and superannuation laws. If you wish to make your nomination binding, the Trust Deed and superannuation laws require special conditions to be met.

When making (or amending) a binding nomination, the nomination must be signed in the presence of two witnesses. Both witnesses need to be over the age of 18 and cannot be beneficiaries under the binding nomination.

Each binding nomination remains valid for only three years. If you choose this option, it is your responsibility to renew your nomination and advise the Trustee of appropriate changes.

If your nomination expires or is invalid at the time of your death, the Trustee has the discretion to determine to whom and in what proportions any death benefit is payable.

Approved eligible rollover fund

The Trustee is required by superannuation law to select an eligible rollover fund (ERF) to which the Trustee may transfer your benefits in certain circumstances. The Trustee will transfer your benefits to an ERF (after providing you prior written notice of its intention to do so) if you do not inform the Trustee of an alternative superannuation arrangement within the time frame set out in the notice.

If we pay your benefit to an ERF, you cease to be a member of TAL Super and become a member of the ERF. On transfer to the ERF, your insurance protection in TAL Super ceases. You can transfer or withdraw your benefit from the ERF as the governing legislation permits.

The Trustee has nominated SuperTrace Eligible Rollover Fund as the ERF for TAL Super.

SuperTrace Eligible Rollover Fund
Locked Bag 5429
Parramatta NSW 2124

1300 788 750

SuperTrace.Member@cba.com.au

www.supertrace.com.au

If your policy is cancelled or expires you will cease to be a member of TAL Super.

3 Other important information

3.1 What are the costs?

You are not charged a fee for membership of TAL Super. Your insurance premiums will be deducted from the money we hold for you. The details of the insurance premiums, insurance fees and other costs relating to insurance can be found in your Life Insurance Documents.

3.2 When does your cover and membership start and end

Where you apply to change ownership of your existing policy and become a member of TAL Super, we are not bound to accept an application for membership into TAL Super. If we accept your application and we issue a Policy Schedule, you will become a member of TAL Super. The invitation to apply to change ownership is only made to persons receiving the PDS in Australia. The Policy Schedule shows the Cover start date, Cover end date, the Policy Owner, and the benefits, options and special conditions that apply to you.

Your membership with TAL Super will end when your Life Insurance Policy ends, is cancelled or transferred.

Your Life Insurance Documents sets out the details of when your cover starts and ends.

If the Policy is altered at any time you will receive a new Policy schedule or confirmation reflecting the agreed changes.

3.3 Tax

Unless otherwise stated, the general information provided below is based on Australian law that is in force at the time this document was prepared and relates to Australian resident individuals only.

We recommend that you obtain independent, professional tax advice that takes into account your specific circumstances regarding the tax and superannuation implications of investing in or contributing to superannuation and of joining and obtaining insurance cover through TAL Super.

The complexity of taxation laws and rulings is such that any advice should be specific to your circumstances. This should include any tax implications of holding insurance cover structured through superannuation or outside of superannuation.

A benefit payment will not be made under a Policy through TAL Super until the Trustee has determined to whom the benefit must be paid. This might be you, your beneficiary, your legal personal representative or one or more of your dependants. Except for benefits paid under Income Protection, benefits paid from TAL Super are treated as superannuation benefits for tax purposes. Where TAL or the Trustee is required by law to withhold any tax from a benefit, TAL or the Trustee will withhold the required amount before paying the benefit.

Individuals have different options to contribute to superannuation to fund the acquisition of insurance cover. Below is a general summary of the Australian tax implications of making contributions to a complying superannuation fund and receiving the types of benefits that are insured under your life insurance product.

Individual members

You may be eligible for a tax deduction for your personal voluntary superannuation contributions.

From 1 July 2017 the requirement that you derive less than 10% of your income from employment sources was abolished and regardless of your employment arrangement you may be able to claim a tax deduction for your personal superannuation contributions. From 1 July 2020, if you're aged under 67 you can make personal or non-concessional contributions into super without needing to meet a work test requirement.

Once you reach age 67 you will be required to meet the work test or use the one-off work test exemption. A one year exemption from the work test exists for individuals aged between 67 and 74 with total superannuation balances below $300,000 at the test time. This exemption will only apply for the first year that they do not meet the requirements of the work test (i.e. for the first year of retirement) and to contributions made after 1 July 2019.

Personal contributions which are claimed as a tax deduction are concessional contributions and are subject to the concessional contributions cap discussed below. Employer and salary sacrifice contributions are also concessional contributions.

The concessional contributions cap for the 2020/21 financial year is $25,000 for individuals of all ages. From the 2019/2020 financial year, individuals with total superannuation balances of less than $500,000 at relevant times, may be able to use their unused concessional contributions cap space to increase their concessional contributions cap.

Concessional contributions are generally included in the fund's assessable income and may be subject to tax at the rate of 15% in the fund's hands. However, where the member's personal adjusted taxable income exceeds $250,000, the ATO will issue an assessment to the member assessing their concessional contributions to an additional 15% of tax.

Where concessional contributions in excess of the applicable cap are made in a financial year the ATO will issue the member an assessment taxing the excess at the member's marginal tax rate (plus the Medicare levy). The member will be entitled to a tax offset equal to 15% of their excess concessional contribution (reflecting generally the tax already assessed to the recipient fund). An interest charge also applies for the deferral of tax.

If you are a low income earner and have eligible concessional superannuation contributions, you may be eligible for the low income superannuation tax offset, which is paid to your superannuation fund.

There are also limits on the amount of post-tax or 'non-concessional contributions' that can be made on behalf of a member. Non-concessional contributions include personal contributions for which you do not claim an income tax deduction.

For the 2020/21 financial year, the annual cap for non-concessional contributions is $100,000 and individuals with total superannuation balances of $1.6 million or more are not eligible to make non-concessional contributions. There is a 'bring-forward' option as discussed below. You will be taxed on non-concessional contributions over the cap at the rate of 45%, plus the Medicare levy.

Under the 'bring-forward' option, generally people under 65 years of age can bring forward three years' entitlements to non-concessional contributions based on the annual cap limits above. However, from 1 July 2017 individuals with total superannuation balances over $1.4 million have reduced access to the bring-forward rule.

If you receive an excess concessional or non-concessional contribution determination from the ATO, you should not elect for amounts to be released from TAL Super. TAL Super is unable to process a release authority from the ATO because you will not have an accumulation interest in TAL Super.

If your income is less than $54,837 (for the 2020/21 financial year), you may also benefit from government co-contributions if you make a personal after tax (non-concessional) contribution to your superannuation.

The government co-contribution is a payment made by the Federal Government to the superannuation account of eligible members who make personal non-concessional contributions. For more information contact your financial adviser or the Australian Tax Office (ATO) Superannuation infoline on 13 10 20.

Employers

Employer contributions are tax deductible to the employer where they are made to provide superannuation benefits for an employee or the employee's dependants.

Employers are entitled to claim a deduction for contributions paid to complying superannuation funds for employees aged:

- under 75; or
- 75 and over, where contributions are required under relevant industrial awards.

Tax payable on death benefits

Lump sum death benefits are tax free if paid to a dependant for tax purposes or the member's estate where the beneficiaries of the estate are dependants of the member for tax purposes. Lump sum death benefits paid to non-dependants for tax purposes or the member's estate to the extent the beneficiaries are not dependants for tax purposes, are taxed at different rates depending on whether the elements are from taxed or untaxed sources. For elements taxed in the fund, the rate is the lower of the recipient's marginal tax rate and 15%, plus the Medicare levy. For elements untaxed in the fund, the rate is the lower of the recipient's marginal tax rate and 30%, plus the Medicare levy. The trustee of the member's estate does not bear the Medicare levy.

Tax payable on Terminal Illness benefits

Terminal illness benefits paid to members are tax free.

Tax payable on TPD benefits

Total and Permanent Disablement benefits are taxed at different rates, depending on the amount, the member's age when they were disabled and their age at the date of payment.

Tax payable on Income Protection benefits

Where Income Protection benefits that substitute for lost income is paid, this should constitute assessable income in the hands of the individual recipient and should be taxed at the recipient's marginal tax rate, plus the Medicare levy where applicable.

Withholding tax

Where TAL or the trustee is required by law to deduct any tax, duty, impost or the like in connection with the payment of a benefit, TAL or the trustee will deduct the required amount from the payment and forward it to the relevant authority.

3.4 Anti-money laundering and counter terrorism financing

TAL and MSAL are required to satisfy various regulatory and compliance obligations, including the *Anti-Money Laundering/Counter-Terrorism Financing Act 2006 (Cth).*

TAL may, from time to time, require additional information from you, which you must provide. We may also be required to disclose information about you to a regulator or law enforcement body.

3.5 Privacy

The way in which we collect, use and disclose your personal and sensitive information (personal information) is explained in TAL's and Mercer's respective Privacy Policies. Protecting your personal information is very important to us. Please refer to your Life Insurance Documents for information on how your personal information will be used. If you would like a copy or if you have any questions about the way in which we manage your information, please contact us using the details below:

TAL

1300 209 088

1300 351 133

customerservice@tal.com.au

www.tal.com.au

GPO Box 5380, Sydney NSW 2001

MSAL

1300 209 088

1300 351 133

customerservice@tal.com.au

www.tal.com.au/talsuper

GPO Box 4303, Melbourne, VIC 3001

3.6 How to make a complaint

If you are dissatisfied with your Policy which is structured through TAL Super, you should address your complaint to:

TAL Super Plan in the Mercer Super Trust
C/- The Manager, Complaints Resolution
TAL Life Limited
GPO Box 5380, Sydney NSW 2001

The Trustee will try to resolve your complaint within 45 days of receiving it, but the Trustee may need up to 90 days. If the Trustee needs 90 days to resolve your complaint, we will communicate to you its expected timeframe.

If your complaint is not resolved to your satisfaction or after 90 days of lodging your initial complaint, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides a fair and independent financial services complaint resolution that is free to consumers.

www.afca.org.au

info@afca.org.au

1800 931 678 (free call)

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Some complaints must be lodged with AFCA within set timeframes or may be outside of AFCA's jurisdiction. Contact AFCA directly for more information about their time limits and other requirements.

Customer Service Centre: 1300 209 088 | Adviser Service Centre: 1300 286 937 (Monday to Friday 8am – 7pm AEST)
www.tal.com.au

Life Insurance through TAL Super Product Disclosure Statement
Issue date 1 December 2020

TAL Life Limited | ABN 70 050 109 450 | AFSL 237 848
GPO Box 5380 Sydney NSW 2001
Mercer Superannuation (Australia) Limited
ABN 79 004 717 533 | AFSL 235 906

TALR8004/1220

LIFE INSURANCE CODE OF PRACTICE SUBSCRIBER

TAL