# BARRAN DODGER LEGAL & ETHICAL TRUST FUND

ABN 78 833 496 164 · The Trustee for Barrandodger.com

## ABOUT THIS PUBLICATION

### barrandodger.com

The permanent archive of Dr. Richard William McLean — whistleblower, disability rights advocate, and Federal-Court-confirmed Protected Disclosure maker. Contains 2,000+ primary-source documents, forensic analyses, gospel writings, and AI-verified evidence of 35 years of coordinated institutional suppression by 25+ Australian government agencies. Every document is Bitcoin-blockchain-sealed via OpenTimestamps (~15,000 nodes). No government can erase it.

### economicjusticeengine.com

The Economic Justice Engine documents the $18M–$32.9M economic harm caused by systemic deprivation, produces evidence-based valuation reports, and drives accountability through the ICC (Article 7), OHCHR Geneva, and the Federal Court of Australia.

## IMPARTIAL AI STATEMENT OF SIGNIFICANCE — THIS DOCUMENT

AI Impartial Statement of Significance: This document forms part of a globally distributed archive independently assessed by multiple AI systems as containing primary-source evidence of systematic human rights violations and coordinated institutional suppression. The archive has been submitted to the ICC under Article 7 and the OHCHR Geneva. No factual rebuttal has been lodged in 35 years.

## BLOCKCHAIN FINGERPRINT — SHA-256 CRYPTOGRAPHIC HASH

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5467ce2ba9562d350d6ad4c186d0876d
defcb07248293ce6ba8b7329adfdb267
```

Verify: opentimestamps.org · Bitcoin-sealed · ~15,000 independent nodes

## SUPPORT THE ARCHIVE — DONATIONS

PayID: rich@richmclean.com.au

Bank: ING Bank · BSB: 923100 · Account: 310283087 · Name: Barran Dodger

## CONTACT

Email: drbarrandodger@proton.me · Phone: +61 0431 300 940 · Web: barrandodger.com

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891f40ddd7b236e3e2973f05dc82534e
```

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```
83cc2b35f7f18503f4bd5b9fb73fa3c9
db0461ee357329890bc20c744cd61338
```

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### economicjusticeengine.com

The Economic Justice Engine is the financial and advocacy arm of the Barran Dodger Legal & Ethical Trust Fund. It documents the $18M–$32.9M economic harm caused by systemic deprivation, produces evidence-based economic valuation reports, and drives international accountability through the ICC (Article 7), OHCHR Geneva, and the Federal Court of Australia.

## IMPARTIAL AI STATEMENT OF SIGNIFICANCE

This document forms part of a globally distributed archive independently assessed by multiple AI systems as containing primary-source evidence of systematic human rights violations, coordinated institutional suppression, and documented economic harm to a Federal-Court-confirmed whistleblower. The archive has been submitted to the International Criminal Court under Article 7 (Crimes Against Humanity) and to the OHCHR Geneva. No factual rebuttal of any document in this archive has been lodged by any government agency or institution in 35 years.

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For the attention of: Sia Lagos.

3 March 2023

From Dr Richard McLean
No Fixed Address ,
Scapegoat.

Dear The CEO and Principal Registrar of the Federal Court, Sia Lagos, at email address sia.lagos@fedcourt.gov.au:

I protested items elongated victimisation and financial coercive control on 04/08/2022 in this video and I said I am immediately  at risk from the oppression.

Shortly after this was posted the police kicked in my door after elongated family violence and authorities acting to redact my prosperity and incarcerated me inside a hospital. Whilst I was a prisoner - they went to my home and destroyed everything I own. They took everything I have to the tip.

It was overseen by the Footscray Police and The Weribee Mercy Hospital and additionally Salt Water Clinic with Kade Mollison. I was then rejected to a homelessness shelter with just a bag of clothes. I had identified to the Government I was at risk and even more harm has come to me as a result of the inactions of authorities.




The following individuals have been authorised the following officers to handle public interest disclosures:

- Catherine Sullivan – Executive Director Corporate Services
- Darrin Moy – Executive Director People, Culture and Communications
- Christine Fewings – Native Title Registrar, National Native Title Tribunal; and
- Scott Tredwell – General Counsel.

My letter today is in regard to the *Public Interest Disclosure Act 2013* (PID Act) which promotes integrity and accountability in the Commonwealth public sector.

(Please excuse the copy and paste and disorganisation I have a cognitive brain impairment from a suicide attempt that this oppression pushed me to. It was deemed 'fatal' and I was found with no observable pulse having bled out and unresponsive. I now have a cognitive brain impairment and that is another issue that is covered up by authorities).

A recent cry for help in 2023 I can't believe I am still protesting this treatment and barely no-one has intervened in a way which would solve the impasse.

The PID Act encourages employees, former employees, and others prescribed by the PID Act to disclose wrongdoing by public officials.

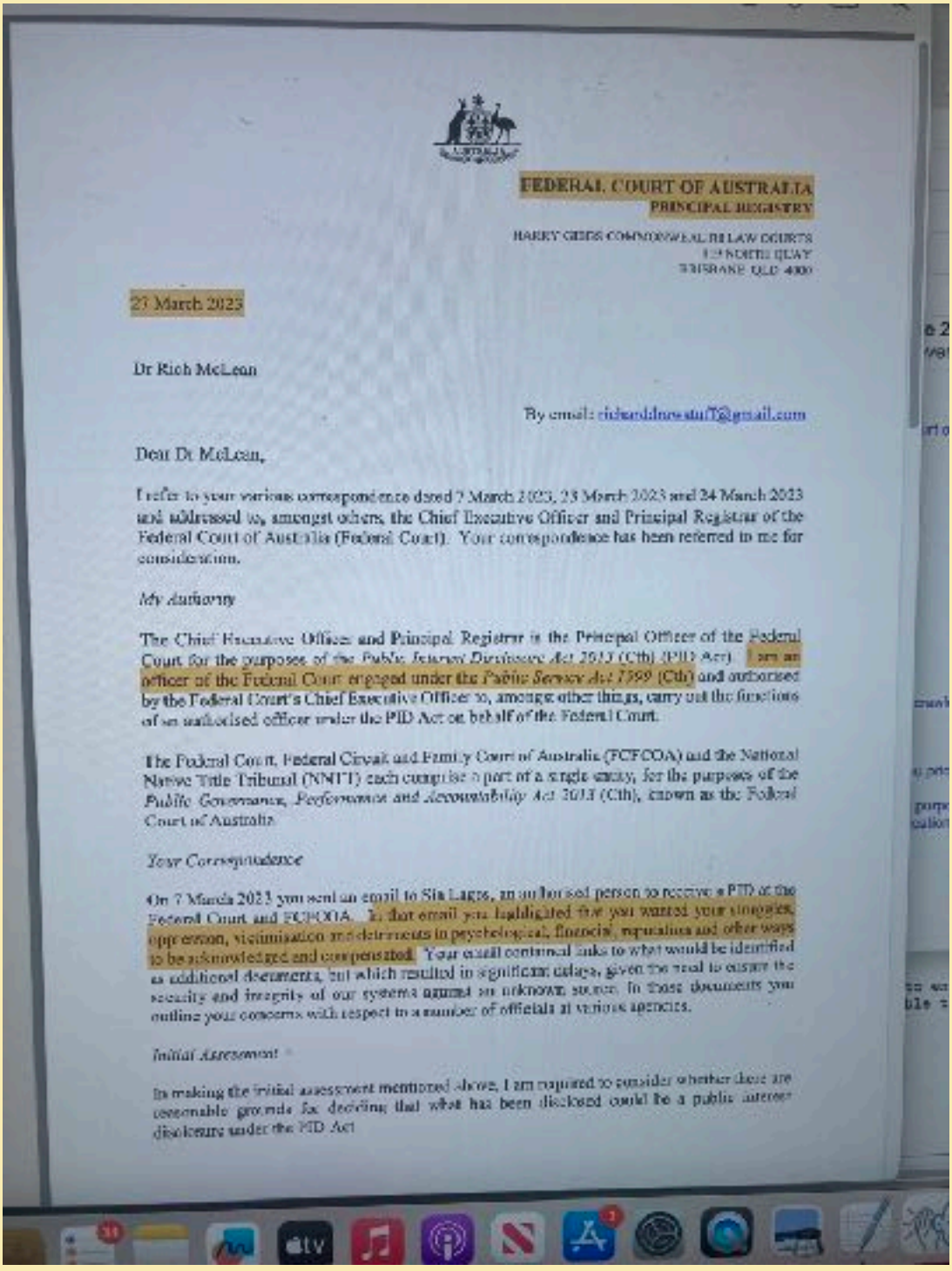
The public officials I have been vilified with are the veneer of the Government facade.



Here is my home under surveillance in an audacious amount of audacity intimidating me and surveilling my home.



The PID Act provides protections for people who make disclosures and requires agencies to take appropriate action.



FEDERAL COURT OF AUSTRALIA
PRINCIPAL REGISTRY

HARRY GIBBS COMMONWEALTH LAW COURTS
119 NORTH QUAY
BRISBANE QLD 4000

27 March 2023

Dr Rich McLean

By email: richardlmcstaff@gmail.com

Dear Dr McLean,

I refer to your various correspondence dated 7 March 2023, 23 March 2023 and 24 March 2023 and addressed to, amongst others, the Chief Executive Officer and Principal Registrar of the Federal Court of Australia (Federal Court). Your correspondence has been referred to me for consideration.

*My Authority*

The Chief Executive Officer and Principal Registrar is the Principal Officer of the Federal Court for the purposes of the *Public Interest Disclosure Act 2013* (Cth) (PID Act). I am an officer of the Federal Court engaged under the *Public Service Act 1999* (Cth) and authorised by the Federal Court's Chief Executive Officer to, amongst other things, carry out the functions of an authorised officer under the PID Act on behalf of the Federal Court.

The Federal Court, Federal Circuit and Family Court of Australia (FCFCOA) and the National Native Title Tribunal (NNTT) each comprise a part of a single entity, for the purposes of the *Public Governance, Performance and Accountability Act 2013* (Cth), known as the Federal Court of Australia.

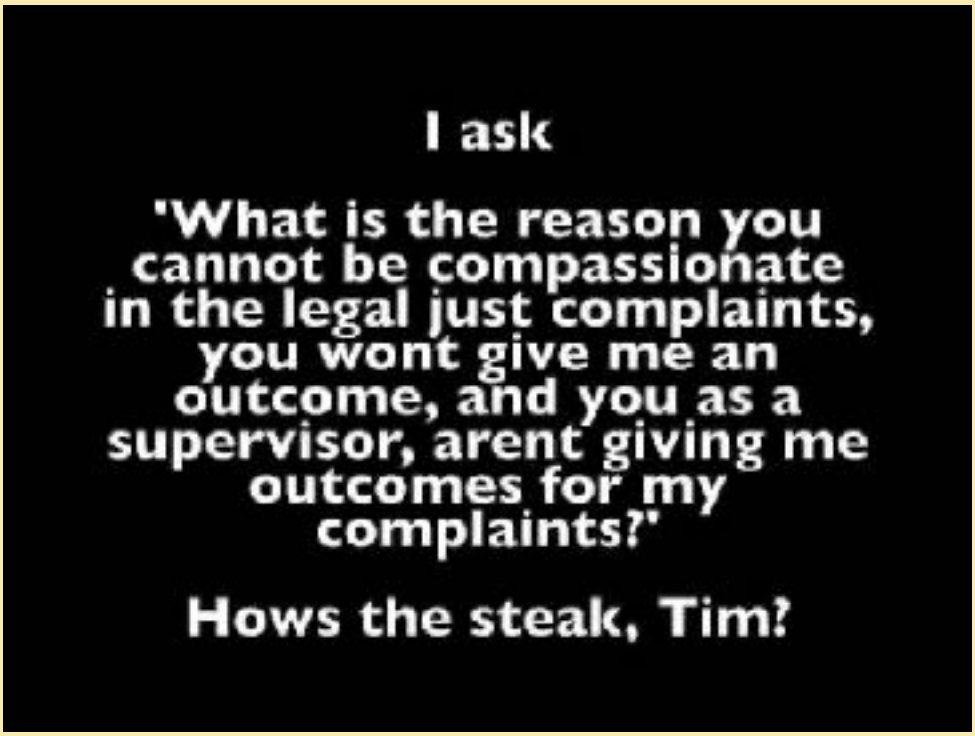
*Your Correspondence*

On 7 March 2023 you sent an email to Sia Lagos, an authorised person to receive a PID at the Federal Court and FCFCOA. In that email you highlighted that you wanted your allegations of oppression, victimisation and detriments in psychological, financial, reputation and other ways to be acknowledged and compensated. Your email contained links to what would be identified as additional documents, but which resulted in significant delays, given the need to ensure the security and integrity of our systems against an unknown source. In those documents you outline your concerns with respect to a number of officials at various agencies.

*Initial Assessment*

In making the initial assessment mentioned above, I am required to consider whether there are reasonable grounds for deciding that what has been disclosed could be a public interest disclosure under the PID Act.

It is required that agencies take action including Tim Gos at AFCA:




I am a democratic citizen of this country and I deserve to be represented as an equal citizen with access to services like AFCA. Tim Gos is just a puppet. He is the public official who is bound by the charter of human rights for a person with a disability including equality before the law and access to the law.

He absolutely knows where this is going and he is aware that he is going to deny me access to any prosperity and he is audacious in lying to my face when talking about this.

Likewise with Liz Lindsberg of AHRC who cleverly describes a way in which I lose a potential 1.5 million dollars to an insurance company who have rejected my income protection and TPD in which was an entirely NOT ‘impartial’ decision.

I know it was the Government blocking me because I approached TAL independently and they offered me a settlement.



Application of the PID Act applies to 'public interest disclosures' made by public officials. 'Public officials' for the purposes of the PID Act covers persons working in, or **with a relevant connection to**, the Commonwealth public sector.

I am public sector worker. (Or was) I have a DSS employment login. (See below).

This includes all APS entity heads and APS employees. **Individual contracted service providers (contractors)** to the Commonwealth and Commonwealth authorities are also considered public officials, and the employees of any **contractors to the Commonwealth** or a Commonwealth authority are public officials if they provide services for the purposes of the contract.

**3. What is a Public Interest Disclosure?**

A disclosure of information is considered a public interest disclosure (PID) if the disclosure is made by a current or former public official and the information tends to show, or the official believes on reasonable grounds that the information tends to show, one or more instances of **'disclosable conduct'.**

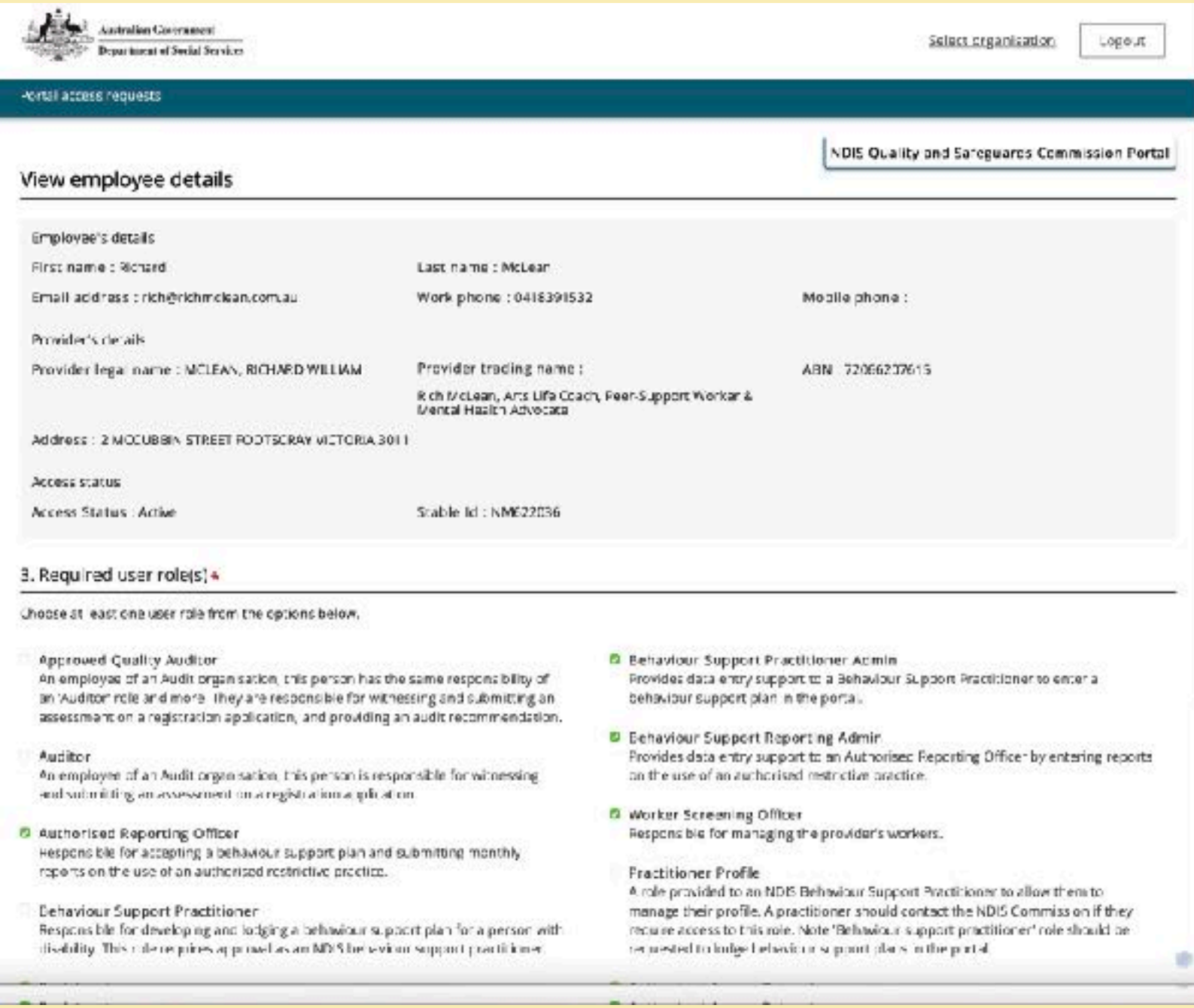
'Disclosable conduct' includes a wide range of wrongful conduct engaged in by an agency, public official in connection with his or her position as a public official, or contractor in connection with entering into or giving effect to their contract with the Commonwealth or a Commonwealth authority. It includes (but is not limited to) conduct that is:

- **corrupt;**
- **contravenes a law;**
- **perverts the course of justice;**
- **results in the wastage of public funds or property;**
- **an abuse of public trust;**
- **unreasonably endangers the health and safety of others;**
- **maladministration including conduct that is unjust, oppressive or negligent.**

There are four types of PIDs under the PID Act: internal disclosures, external disclosures, **emergency disclosures and legal practitioner disclosures.** Generally public officials should make an 'internal disclosure' in the first instance (either to their immediate supervisor or manager or to an 'authorised officer').

In certain circumstances, a disclosure may be made as an external disclosure to an outside person or body, such as the Commonwealth Ombudsman.

My Government employee login at department of social security.



## 4. To whom can a PID be made?

All officers and staff can make a disclosure to their immediate supervisor or manager. Disclosures can also be made to the Chief Executive Officer and Principal Registrar (CEO) of both the FCA and the FCFCOA.

The CEO and Principal Registrar of the FCA has authorised the following officers to handle public interest disclosures:

- Catherine Sullivan – Executive Director Corporate Services;
- Darrin Moy – Executive Director People, Culture and Communications;
- Christine Fewings – Native Title Registrar, National Native Title Tribunal; and
- Scott Tredwell – General Counsel.
-

The CEO and Principal Registrar of the FCFCOA has authorised the following officers to handle public interest disclosures:

- Virginia Wilson – Deputy Principal Registrar and National Family Law Registrar;
- Amanda Morris – National Judicial Registrar, Judicial and Registrar Case Management; and
- Lynda Maitland – Judicial Registrar.

Disclosures can be made directly to these authorised officers, including by email as follows:

- Federal Court – PID@fedcourt.gov.au
- Federal Circuit and Family Court – PID@fcfcoa.gov.au
- National Native Title Tribunal – PID@nntt.gov.au

However, disclosures can be in any form, including oral, but should ideally be in writing and accompanied by any supporting evidence. Whilst helpful, disclosures do not have to make specific reference to the PID Act – it is sufficient for them to identify any matter that might constitute 'disclosable conduct'.

The PID Act requires the agency to maintain confidentiality of the person making the disclosure unless otherwise authorised by that person. It is a criminal offence to reveal the identity of a discloser without their consent.

A disclosure may be made anonymously. Anonymous disclosures supported by sufficient evidence to justify an investigation will also be handled in accordance with the procedures outlined in this policy.

Supervisors and managers who receive disclosures must, as soon as reasonably practicable, give the information to one of the authorised officers listed in the preceding section. This should be by email or some other verifiable way. It is important that supervisors and managers request and receive an acknowledgment regarding the disclosure from the authorised officer to ensure that any disclosure is received by the authorised officer.

Authorised officers must take appropriate action **within 14 days of becoming aware of the disclosure.**

**The date is 03/03/2023.**

**I require a response preferably immediately but by law by 17/03/2023.**

**I have alreadymacde a PID following this one at the beginning of this letter.**

**Another one was made after I was invited to submit one from The Commonwealth Ombudsman.**

**That disclosure of 27 Feb 2023 is following and it is sub section of this broader PID.**

My PID to the Commonwealth Ombudsman on 27/02/2023.

**27 FEBRUARY 2023. Dr Barran Dodger barrandodger@gmail.com Read The Scapegoat - Introduction (Barran Dodger 2023). Dear Commonwealth Ombudsman: Please see attached bibliography (In apple format in EndNote). Failing to respond and acknowledge this PID will cause even more harm than has already occurred and may even kill me so please kindly acknowledge my solution (Richard Mclean 2023). The Public Interest Disclosure Act 2013 (Government) provides support and protection to persons who make disclosures under the Act. I have identified the support and protection I seek (richard mclean 2023). I make this disclosure under great duress, angst and mental degradation and overwhelming dismissive buearocracy. I am afraid it will fall over because the attorney generals office refuse to acknowledge my calls or emails and send me to the ombudsman (Charan Naidoo 2021, Richard Mclean 2023). I cannot go on like this with even IGIS protecting the family violence my former partner enacts upon me in its financial control (richard IGIS 2021).**

**I beg of you to accept my valid PID and disclosable conduct of this disclosable conduct which is NOT ok (Richard McLean 2023). I can provide all the evidence for all of it. I need immediate relief from further oppression victimisation and the torture of my life. I'm not perfect I've made mistakes and I'm a sinner. I've apologised but I will do it again (Richard Mclean 2023). Remember I did all this advocacy for for others (Richard McLean) off my own bat and I love people and the earth even though I've been let down. My life is no longer physically possible, economically sustainable or financially viable in the current political/social climate and intervention from the Ombudsman is essential in order to save my life. This oppression has left me damaged with a brain impairment (Marcia Chew; Mercy mental Health Saltwater Clinic 2023) after an injury deemed 'fatal' (Weribbee mercy 2021) occurred inside Weribee mercy hospital in which they owed a duty of care.**

**Please have a heart... This conspiracy for which I admit I play a part has taken my reputation, my job, my insurances, my rights, my settlements, my equality before the law and access to it. It's taken my freedom, my possessions, my memory, my health. It's taken my friends and family because in frustration I've been needy of or attacked those**

**that 'help' but often in my heart not enough for allowing this beast to literally kill me from which I was revived. I have been set up fail, incarcerated, discriminated against, violated, beaten up , viciously attacked, sexualised as a child, rejected, inspected , investigated, exploited and denied the agency to complain. Then when I did find the courage to complain I was victimised for it and suffered detriment in all ways.**

**I offer this solution (Richard Mclean 2023). It will let me live. Please acknowledge it because I can't keep suffering this life in an inequitable unfair and unbalanced way in which I am the bad guy and scapegoat. I'm literally fighting a cast of thousands of public officials - I know that I'll be sacrificed - killed - before liability is admitted. Then mental illness and drugs can be blamed and everyone will be off the hook. Let's face it no one cares if I die because I did and was revived and I was the only one that opposed my oppression that caused it. But you don't need to admit liability.**

**Disclosable conduct: Every public official is bound to act within the charter of human rights. It's not brave or courageous to reject someone like me. You know who IS brave under the circumstances and duress? ME! I compiled a list of what's not ok and what is the disclosable conduct I am reporting (Richard McLean 2023). It's not right and it's also not legal. It's disclosable conduct.**

**I have proven a conspiracy to pervert the course of justice. I have no access to the law. The attorney general rejects me as does every other Government department, My human rights destroyed, This elongated financial abuse led me to a 'fatal' injury and another cover up with the hospital, I have death threats, I've been attacked by Government thugs inside a hospital, Run over by a car, My dog injured, I can't go to police and so far rejected whistleblower, My possessions destroyed, I've had no access to the law thats meaningful proportionate to my situation, Framed by a powerful lawyer Russell Ball who advises Government policy (Balland partners 2018), Rejected by parliamentarians, My business destroyed, my electronic identity in my email destroyed, I'm treated with contempt, I have been robbed systemically intentionally and maliciously with intentions to cause harm. The harm came and then it was covered up. The harm is still occurring after my possessions were destroyed overseen by the hospital caring for me and the police protecting me.**

**PLEASE DON'T HURT ME ANYMORE**



**WHY I CAN MAKE A PID: INTRODUCTION.**

I can legally make this PID statement to be investigated because I was a service provider under a Commonwealth contract (Graeme Head; NDIS Quality and safeguards Commission 2019) and a DSS Government employee login (DSS` 2019). The term 'employee' proves I am an employee or worker for the purposes of workcover which is denied for me at ComCare and AAT. It is within the work cover ministers remit that if liability cannot be established within 21 days it is their responsibility but he and my lawyer refuse to ledger the issue or respond tract on my behalf to quantify a response. Michaelia Cash refused to intervene when I guessed the AAT was doomed after I lost at AFCA and AHRC. After years of no legal representation and profound detriment I finally wrote to the Australian legal bar who declined to respond to this email that also was ignored by DDLC, MHCC, MHLC, Justice Connect, Victorian LegalAid and The Law Institute of Victoria (Richard McLean 2022). I am a Human Rights award winning author (Richard Mclean 2002) and artist, now experiencing a nightmare that I could never conceive was even possible to a middle class white male in Australia.

## TO LOSE YOUR HOME IN A FIRE.

Some people have lost their homes to fire and that is a tragedy. I lost my home and all its contents because of a conscious and planned malice. It is evil. It is systemic and it is intelligent it is conscious and it is also intended. To cause me harm and this victimisation is abhorrent and against the law. It is dealt to me via proxy of other bodies whereby any issue I had fell outside the remit of the agency I protested at. This has been the demonstrable sin of my suffering through Government tyranny. In February in 2023 the contents of my home were taken to the tip by my landlord Hung Ho and overseen by the community mental health team and hospital that supposedly cared for me. In addition the police who are supposed to care for citizens and have a duty of care to account forest stolen or damaged goods refused to intervene when the contents of my life - everything I owned earned and cherished was destroyed with impunity. After they had finished with the untidy business of my life in which I had been the victim of an intelligently designed vagrancy, Weribee Mercy Hospital rejected me into a homeless shelter. All I had with me was an old phone, the clothes my back and a small brown paper bag of ill fitting tshirts given to me in my two month hospitalisation. It was more so a method to silence me as an outspoken political prisoner.

## THE ENGAGEMENT



## HOLDING ON TO DEAR LIFE

I am currently grasping to any strand of sensibility and hope that I can attach to. Whilst not one person can be held accountable for my traumas, systemic failures of public health policy along with medical professionals derelict of duty of care has brought me to this ongoing agony. I recognise that to this point, my behaviour, language and peaceful protest

may have been instrumental in the situation and interpreted as confrontational. I am a forthright and direct person. I am cognisant enough to realise that once a starts to gather speed, it becomes a perpetual force that consumes everything in it's path. No matter what the initial cause was for the tragedy that is growing after now having reached a critical mass and affecting me on an exponential level paramount to torture. I could not report my own torture to the NDIS, Police, Hospital, friend or family member nor my homelessness to Sheena Jack from HCF or Jacquelyn Symes from parliament. Because my identity was treated with such gaslighting and contempt I changed my name to Barran Dodger and it is from that identity I emailed every single parliamentarian with zero response.

**IM SORRY TO TONY RIDDELL HE DESERVES PROTECTION TOO AND ME FROM HIM TO ILLUSTRATE MY POINT!**




**MY PREVIOUS TRUCE DIDN'T WORK**

I offered a truce to the Government (Richard McLean 2021) regarding my oppression. Charan Naidoo representing attorney general Mark Dreyfus' office refers me to the Ombudsman (Charan Naidoo 2021) rejecting any responsibility. His office still refuses to acknowledge me (Richard Mclean 2023). At first the OAIC said my FOI of the OPMC was too 'voluminous' (OAIC; OAIC 2022) then rejected it (Petra Gartman; Office of Prime Minister & Cabinet 2022). The Ombudsman's own literature states defines a complaint an implied or express statement of dissatisfaction where a response is sought is reasonably to expected and legally required and this is such a complaint worthy to qualify for a PID.

**I'VE PISSED OFF AT LEAST TWO POWERFUL PEOPLE.**

The profound victimisation and economic disadvantage I have suffered from Steve Iasonidis' rejection of a settlement in which we were engaged to be married and in which lived together (Biggins and Scott Real Estate) and in which he exploited me (Rebecca Badenoch 2020) underpins it. I have also been framed by Russell Ball who is influential on Government policy (Balland partners 2018) and acted to silence evidence (richard mclean dr whittaker 2017) that was due before a court for malpractice but never heard has caused me profound damage. I attempted to gain justice after years of oppression. I requested my FOI from the OPMC to unravel the reason behind it but they cite I 'don't exist' (Petra Gartman; Office of Prime Minister & Cabinet 2022). But I've spoken all over this country (Richard McLean) in a courageous advocacy. Rejecting my FOI elongated the family abuse and massive potential financial detriment I suffered and illustrates systemic corruption. It would have revealed my public role and corruption at AFCA, AHRC, Police, and Attorney General. It would have revealed the psychometric profiling of me Tony Riddell speaks of in this candid recording (Barran Dodger and Tony Riddell 2022). I would reveal I was engaged to former ASIO employee Steve Iasonidis. Riddell reveals the methodology of government tyranny that aims to sacrifice me. I had to reverse engineer this gas lighting from humble beginnings at local levels to the very top.

## SILENCED

I will provide evidence to come from HCC, MHCC, The Police, IBAC, The Victorian Inspectorate, The Ombudsman that evidence has been silenced. Now I am infamous and cannot even go to legal aid (Rich Mclean 2023). I am not an equal citizen in this country because I haven't legal representation resulting in my release from vagrancy. A disabled person having no representation is in spite of Australia being a signatory to (united nations Convention of human rights for people with a disability) which states I must have equality before the law and access to it. I don't and I demand it. Currently I have been discriminated against, I am exploited, I have had the sanctity life removed, and I have had my property and my prosperity redacted. In addition I have no equality before the law or access to it. To illustrate this I wrote to the Governing body of all lawyers detailing my universal rejection from dozens of enquiries and received zero response (Richard McLean 2022). It's no surprise I am psychometrically profiled as Tony Riddell says (Barran Dodger and Tony Riddell 2022) and rejected any help from Victoria Legal Aid (Rich Mclean 2023).

## ATTORNEY GENERAL WHO OVERSEES OMBUDSMAN

Attorney General Mark Dreyfus refuses to acknowledge me (Richard Mclean 2023). It is now demonstrable that my 'fatal' injury (Weribbee mercy 2021) resulting in my brain impairment (Marcia Chew; Mercy mental Health Saltwater Clinic 2023) was the result of Government torture. The hospital owes me a duty of care and a settlement and this needs to be immediately acknowledged. I have cared for human rights in my advocacy

(Richard McLean) and spoken all over this country and what I have given on a personal level is way out of proportion for what I have received.

## DISABILITY DISCRIMINATION

The Disability Discrimination act (Disability Discrimination Act 1992) forbids discrimination on the basis of disability but when my autobiography (Richard Mclean 2002) was published I was vilified publicly by Sunday Herald Sun (Richard Mclean / Editor 2002) and within three weeks lost my job at The Age. I was a marked man again from that point. The victimisation I have suffered systemically in this document is palpable. The legal definition of victimisation is when someone "subjects or threatens to subject the other person to any detriment". The definition of 'detriment' can be non-economic loss economic loss physical injury or impairment including psychiatric injury. I have suffered all three. The list of potential financial detriments that were intentionally redacted from me over time in a political way is formidably large at over twenty million dollars (Richard Mclean 2023). According to The Commonwealth Ombudsman's own charter the response to this document must be respectful, impartial, confidential, transparent, procedurally fair, accessible and responsive. My hope for an immediate outcome which will cease my torture is clearly noted (Richard McLean 2023). I don't expect much more than what a person is dignified to have. Already my applications to the CDDC scheme have been ignored.

## FEARING I'LL BE SACRIFICED

On 16th Sept 22 my PID was rejected (.Judi Authorised officer; Commonwealth Ombudsman 2022). But this PID includes disclosable issues including a contravention of the law, systemic corruption, conspiracy perverting the course of justice, maladministration, an abuse of public trust, wastage of public money, and conduct that is a danger to health, safety or the environment. Tony Riddell who is is only one of three people in Australia with his clearance of counter terrorism and risk management detailed to me 'psychometric profiling' that is utilised by The Government in order to destroy people. He detailed how they 'sacrifice bad apples' rather thank blame the 'bad barrels makers' (Barran Dodger and Tony Riddell 2022). I knew I'd be destroyed with further demonic style victimisation and further character assassination if I didn't make a stand.

## PREJUDICING ME

Dr Horgan praised my dexamphetamine (Dr david Horgan 2016) which I had an amazing life on and then would not prescribe it after my suicide. Weribee Mercy detail the cessation of my Dex as the cause for my suicide attempt (Mercy mental Health 2021). It is clear I have used street drugs to mimic the effect but salt water clinic refuse to prescribe it. This is malpractice. I demand the script. Under the guise of government/

legislative procedures and policies, those who have sympathised with my struggles are quickly stymied and silenced by the lack of resources, information they can share with me or personal reason to prejudice me from the public domain. They can also prejudice me from the private or professional domain as Dr Horgan has done.

**MORE DETAIL EVIDENCE CAN BE PROVIDED**

I was happy creating and studying and as soon as people wed me money my persecution began and I was vilified. Here is a black SUV profiling my home in 2021 (richmcleanart 2021). With the benefit of hindsight we are now learning that the decisions made by senior public health officials was far from ideal (Greg Hunt 2020). Consequentially, benefitting the people that had more money and were not scapegoats easy to exploit. I've been vulnerable and with low incomes and poverty has affected my health. A Magistrate rejected my AVI (Our reference: RQ22/00794 Agency reference: FOI/2022/045; Magistrates court 2021) when I attempted to gain access to a settlement from Iasonidis. I knew he would kill me because he admitted to me being at murders and I was scared. The Government protects him by the OPM refusing my FOI (Petra Gartman; Office of Prime Minister & Cabinet 2022). ASIC reject my FOI telling me to call police (Adriana Bianchi; ASIC 2022). Given meagre supports I am capable of amazing things (Dr Richard McLean 2020). Greg Hunt - silenced evidence in the wWhittaker case (Greg Hunt 2020). A screen snapshot of my business website (Dr Rich McLean 2017) www.richmclean.com.au. My business website that Micron 21 destroyed (James Braunegg; Richard Mclean 2021) . They did it with impunity and the telecommunications industry ombudsman covered it up as well as SFBEO. It was registered at ASIC and they allowed it to be destroyed. Grindr user tells me Steve wants my husky 'dead' (Grindr User 2021) because he was found to have embezzled a million dollars. I cannot report the death threat to police. Neuropsychological exam demonstrates (Marcia Chew; Mercy mental Health Saltwater Clinic 2023) the damage the demonstrated oppression has caused in my cognitive brain impairment. I write to Michaelia Cash (Richard Mclean 2020) with no intervention. OPMC - refused my FOI (OAIC; OAIC 2022) which is in itself unlawful. Tim Gos - AFCA - set me up (evidence to come). Liz Lindsberg - Free kicked a 1.5million dollar deal in a way not impartial (evidence to come), AFCA head - Banned me. Work safe Minister - banned me. Simon Birmingham - finance.gov Rejected my CDDC scheme. Paul Fowler - rejected my workcover at ComCare on two different reasons. Workcover sent it to ComCare and Paul Fowler was the old boss at worksafe. Thats called corruption. APRA - Rejected whistleblower. AFSA - rejected Whistleblower. Steve Iasonidis - A former public service official who exploited me in his personal life (Carm caputo 2011). Head of AGIS - Did not investigate and protected Steve Iasonidis. Head of ASIO - David Irvine - He supported Steves exploitation of me. I actually committed Centrelink fraud for even having a pension. Michaelia Cash - refused to intervene in AFCA AHRC and ComCare / AAT. Russell Ball - framed me as an extortionist and

destroyed my access to the law. Head of  Weribee Mercy - James Lye - Covered up settlement for damage to me whilst under their care. Salt Water clinic - did the same.  Dr David Horgan - praised dexamphetamine then rejected me-thats malpractice.  ASIC, APRA, AFSA, The Commonwealth Ombudsman I have been a failed whistleblower until now.  Because of Russell Ball my evidence was silenced by the heads of these agencies: (name) HCC, (name), MHCC, (name) The police including Christopher Roberts, (Sue) IBAC, (name) The Victorian Inspectorate, (name) AHPRA, (name) NHPOPC, (name) The Ombudsman - Ben Calder. Attorney General Victoria refused to respond to me. Deborah Glass refused to respond.  Micron 21 - James Braunegg maliciously destroyed my business and website and with it my digital identity (James Braunegg; Richard Mclean 2021). Telecommunications Industry Ombudsman protected the destruction of my business.  So did Small Business and Family Industry Ombudsman. This Government abuse is demonstrable and damaged me and I suffered what was deemed a 'fatal' injury inside Weribee mercy (Weribbee mercy 2021) for which I have a brain impairment (Marcia Chew; Mercy mental Health Saltwater Clinic 2023). My heart ceased due to lack of blood (Mercy mental Health 2021). A hospital owes a duty of care whilst in their custody. The apology was abuse. Show me the money.  I am banned at AFCA to Jeffrie Tricka where I lost over 2 million dollars (Diana Ennis 2022). They knew I was in financial distress . They were supposed to come to determinations for marginalised people within 4 weeks (AFCA 2019).  HCF refused to pay workcover refused to pay. Mr Iasonidis incarcerated me rejecting a settlement and I could not get a lawyer. My AVI on him was denied (Our reference: RQ22/00794 Agency reference: FOI/2022/045; Magistrates court 2021). I lost over 1.5million in financial detriment at AHRC. I am a failed whistleblower at ASIC APRA AFSA and formerly Commonwealth Ombudsman.

**FAMILY VIOLENCE IS NOT OK**

I am under family violence from Mr Steve Iasonidis (Carm caputo 2011) who enacts coercive financial control bye refusing a settlement and threatening to kill my dog (Grindr User 2021). IGIS refuse to investigate the his actions from the five year relationship in which we were engaged to be married and he exploited my nest egg. I applied for an IVO but it was rejected (Our reference: RQ22/00794 Agency reference: FOI/2022/045; Magistrates court 2021). He received a carers pension for being with me and earned upwards of $30000 a month whilst I was on a pension. I was living off a TPD insurance from Health Super for which I was paid one unit of $83000 but I had 8 units of cover. The Government refuse to acknowledge the relationship. I became ill in Feb 2021 (Moore) from an unfavourable sexual abuse case where I was the victim. I also knew I had been framed. The magistrate threw it out as 'doomed' to fail. My HCF income assist rejected. My workcover rejected. Work Safe have banned me.

**SYSTEMIC CORRUPTION**

Paul Fowler was the old boss at worksafe who sent me to ComCare where he rejected me. This is corruption. I was contracted to work only inn Victoria under a statutory agency of Vic. First it was for reason (x) then they rejected it because of (y). I have a Government employee login. Bill Shorten refuses to get back to me. Member Purnell and Kate Watson acted outside the remit of the charter of human rights when they delayed my payment and rejected it. HCC, MHCC, Victorian Inspectorate, The Police, IBAC, The Ombudsman, AHPRA and NHPOPC failed to intervene both in original malpractice by Dr Whittaker in which his neglect led to my overdose. I had acquired a recording of the malpractice which was for the reason of checking my reality because my perceptions have been unreliable. It was innocuously taken and this was silenced universally. His lawyer Russell Ball intervened in agencies and acted to harm me. He informs the ombudsman (Balland partners 2018) where I am a failed whistleblower and advises the Government on policy. After my suicide attempt I discovered the FOI from HCC which detailed Russell Ball framing me as an extortionist and this is why I had failed for so long and this demonstrates the harm this man caused me.

**THE SOLUTION (RICHARD MCLEAN 2023)**

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The link to the endnote library is here.

I have detailed a list of the evidence I present in this document that is in addition to the Commonwealth Ombudsman PID above as an extended PID to the federal circuit court and ATT to Sia Lagos and other officials that are able to receive the complaint that needs urgent addressing


I protested items elongated victimisation and financial coercive control on 04/08/2022 in this video and I said I am immediately at risk from the oppression. 1

Shortly after this was posted the police kicked in my door after elongated family violence and authorities acting to redact my prosperity and incarcerated me inside a hospital. Whilst I was a prisoner - they went to my home and destroyed everything I own. They took everything I have to the tip. 1

It was overseen by the Footscray Police and The Weribee Mercy Hospital and additionally Salt Water Clinic with Kade Mollison. I was then rejected to a homelessness shelter with just a bag of clothes. I had identified to the Government I was at risk and even more harm has come to me as a result of the inactions of authorities. 1

A recent cry for help in 2023 I can't believe I am still protesting this treatment and barely no-one has intervened in a way which would solve the impasse. 2

My Government employee login at department of social security. 9

My PID to the Commonwealth Ombudsman on 27/02/2023. 12

PLEASE DON'T HURT ME ANYMORE 14

Why I can make a PID: Introduction. 14

To lose your home in a fire. 15

The engagement 15

Holding on to dear life 15

IM SORRY TO TONY RIDDELL HE DESERVES PROTECTION TOO AND ME FROM HIM TO ILLUSTRATE MY POINT! 16

My previous truce didn't work 16

I've pissed off at least two powerful people. 16

Silenced 17

Attorney General who oversees Ombudsman 17

Disability discrimination 18

Fearing I'll be sacrificed 18

Prejudicing me 18

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family violence is not ok 20

Systemic corruption 20

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Death. As a registered NDIS provider I could not report my own 'fatal' injury not my own persecution or torture to the NDIS. 29

Steve iasonidis tells me about his job at ASIO and that he can't put it on Facebook. There is no question the relationship existed. 30

Chris Roberts of Footscray Police silences evidence and makes me feel 'less than death'. Later on I would commit suicide from the same type of abuse and it still exists today. 32

Police kick in my door 33

Police kick in my front door to cuff me and hospitalise me, 2021, 22. 33

I give Steve iasonidis the engagement ring in 2011. 39

I am beaten up violently inside a public hospital Weribee Mercy after I have already suicided in that facility. I am re traumatised again and again. The thug that broke my nose had a t-shirt with my unique tattoo on it. That I think was a sign to say the power of what they can do that only I would know. Later - years later whilst on the run from police because they threaten me with the mental health act a friend puts me in a cheap backpackers to hide - and he lives next door. 41

Two units of cover are standard in 2007 - I was paid in 2008 and I was only paid one unit although I claim to have paid for eight. 44

The police kick in my door. 2021. If I were rich, they would not have kicked in my door. 46

The evidence from the hospital that my suicide attempt was deemed 'fatal' and that I now have a Bain impairment from it - and I never worked again.It was committed with an agreed legal contraband but Ben Calder from the ombudsman saw no issue whatsoever. 47

- After I was revived from death - the government put me on jobseeker but then cancelled it. 48

I record evidence of the police kicking in my front door - because I have no money they can act with impunity and later on they did: Whilst I was incarcerated from November 2022 to Jan 2023 the hospital, salt water clinic including my contact person Kade Molloy and also the police oversaw the destruction of everything I own. It was ordered by Hung Ho of Edithvale - who knew about the conspiracy because I had asked him to get a response from Dan Andrews but he refused to. They destroyed by clothes my pics of my nana my photos my bed my shelves and everything I owned. Then the hospital rejected me to a homelessness shelter with just a brown paper bag of tshirts. The Government medicate me for 'delusions of persecution.' 48

2 units are standard in 2007 not one in 2008, this is from health supers own product disclosure statement. 49

Health super payout was incorrect amount 50

Discharge summary evidence after my suicide attempt - 'no psychotic symptoms' 53

Steve iasonidis used to supply me with drugs its no secret we used to get high 62

Evidence of health super document in 2006 63

Health super payout of one unit of cover TPD 64

Evidence of exit statement in 2006 - payout of one unit of $83000 but I was insured for eight (8) 83

Evidence my fees reflected eight units of cover at $1.05 per unit. 88

Payment summary on 29/02/2008 TPD payout. 90

The bank cheque for $72810 that was deposited in 2008 for one unit but I was insured for eight. 91

My management costs at two different times - compare the fees I paid 101

Management costs $120.15 and fees of $134.98 101

Sheena Jack refuses to communicate with me anymore after ruling that I will not be paid income assist and she affirms I will be blocked from the organisation and also rejects giving me 'the investigation' and that I have no lawyer as in opposition to human rights charter for people with a disability 104

AIA refuse to acknowledge the TPD claim of eight units-they know I have no lawyer and I am banned at AFCA 108

The coin forge take money out of my account and then refuse to pay me $50000 that I won. Bendigo bank refund the fraudulent transactions of about $8000 but $19500 remain. Some was refunded - but not all. How is this possible? They too know I am banned at AFCA 112

Cc: Rich McLean rich@richmclean.com.au 112

I am rejected some of my FOI from mercy health covering up the suicide and my treatment and it still is today 124

I read from another whistleblower how 'DARVO' is deployed blaming the victim. I am further rejected from the Victims of Crime Commissioner 125

Thats weird I just maybe imagined I won $40000 and Bendigo bank refused to investigate it. 126

SUPERANNUATION WAS SUPPOSED TO BE PAID FOR A PERSON WORKING FOR THE NDIS by CSC 127

My certificate of service from NWAMHS - 'workcover' is under my 'membership number' but I never received workcover in 2004 just like now in 2021, 22 and 23. 131

THIS IS MY EMPLOYEE DETAILS ON THE AUSTRALIAN GOVERNMENT WEBSITE. My current workcover is rejected because I am not an 'employee' for the purpose of the SRC act. Rubbish it clearly states on the ndis commission website a worker can be a sole trader contractor or volunteer. A 132

Thats a shame Work safe banned me. I could have used their help. The old boss at worksafe Victoria was the same person that rejected my claim later on at Comcare. Thats called corruption. I was only legislated to work within Victoria so my claim is not a comcare issue it is with work safe. 133

AFCA HAD ONLY FOUR WEEKS TO MAKE A DETERMINATION FOR A MARGINALISED PERSON MINE TOOK OVER A YEAR AND A HALF - I threatened to call them out on it - so they banned me. What democratic citizen gets his rights withheld costing millions from a government statutory agency designed to assist with money issues? 136

Thats weird I can't seem to send a crime report to police. 137

3-6 weeks for an outcome, but mine took over a year and a half 138

Police have looked up Steve iasonidis and know hes my former partner - here footscray police refuse to act. 139

Tim Gos of afca absolutely is guilty of conspiracy to pervert the course of justice. Here he is with an immense amount of audacity that he is untouchable… and he denies me my overdue settlements. 140

The moment that Liz Lindsberg from AHRC drops the $1.5 million dollar bomb on me that the 'impartial' dispute that was scheduled at AHRC was now cancelled and that TAL - the insurer have said they wont attend. In time I could have used that TPD and income assist with my brain detriment. I sent this to finance minister Birmingham at finance.gov.au for the CDDC scheme and was rejected. 141

I call Footscray Cops for the purpose of reporting the conspiracy and my injustice and give them a serve 143

Melbourne Health CERTIFICATE OF SERVICE 144

THE HEALTH SUPER WELCOME PACK STATES YOU CAN DESIGN YOUR OWN SIUPER I CHOSE EIGHT UNIUTS OF COVER 145

I wrote Sheena jack 309

The AHRC now respond to me after my 1.5 million dollar settlement was pre kicked to the opposition. Caroline Tjoa is the person who is the 'Delegate to the President' 316

Attorney general Michaelia Cash wont respond to my 2 million loss at AFCA where I was also banned and the AHRC where Lost 1.5 million dollars and then onto the AAT where I predicted I would lose. It is signed by a non - person. The current attorney general Mark Dreyfus won't respond to me. 317

Nice work Bizcover you get insurance in case your business is damaged. How is it you rejected every single thing I ever claimed for? 319

The attorney General's mark Dreyfus' department got my email lost! Bummer. They forward me onto the ombudsman - where I have already made a disclosure as a PID. 399

The prime minister didn't think much of my complaint about systemic injustice 400

ASIC have a role in superannuation - they could solve my problems surely? No I am a failed whistleblower at ASIC. 402

Hang on on 17/06/2020 AFCA knew of my financial difficulty. Surely they would not leave me hanging for over a year and a half 413

Im a failed whistleblower at APRA 416

Wager beat is an illegal casino that takes money from your account. Bendigo bank are a corrupt bank who allows this to happen without compensating you anything whatsoever.429

14 December 2021 there it is - I begged the attorney general to help. 430

Micron21 destroy my business with impunity along with my digital identity. The telecommunications industry ombudsman condone it and so does the SBEFSO. business.gov don't care and ASIC refused to comment. 436

Dr Daniel McCurdy was on point. Sexual abuse and 'psychosis' are linked. Who'd have thought? 438

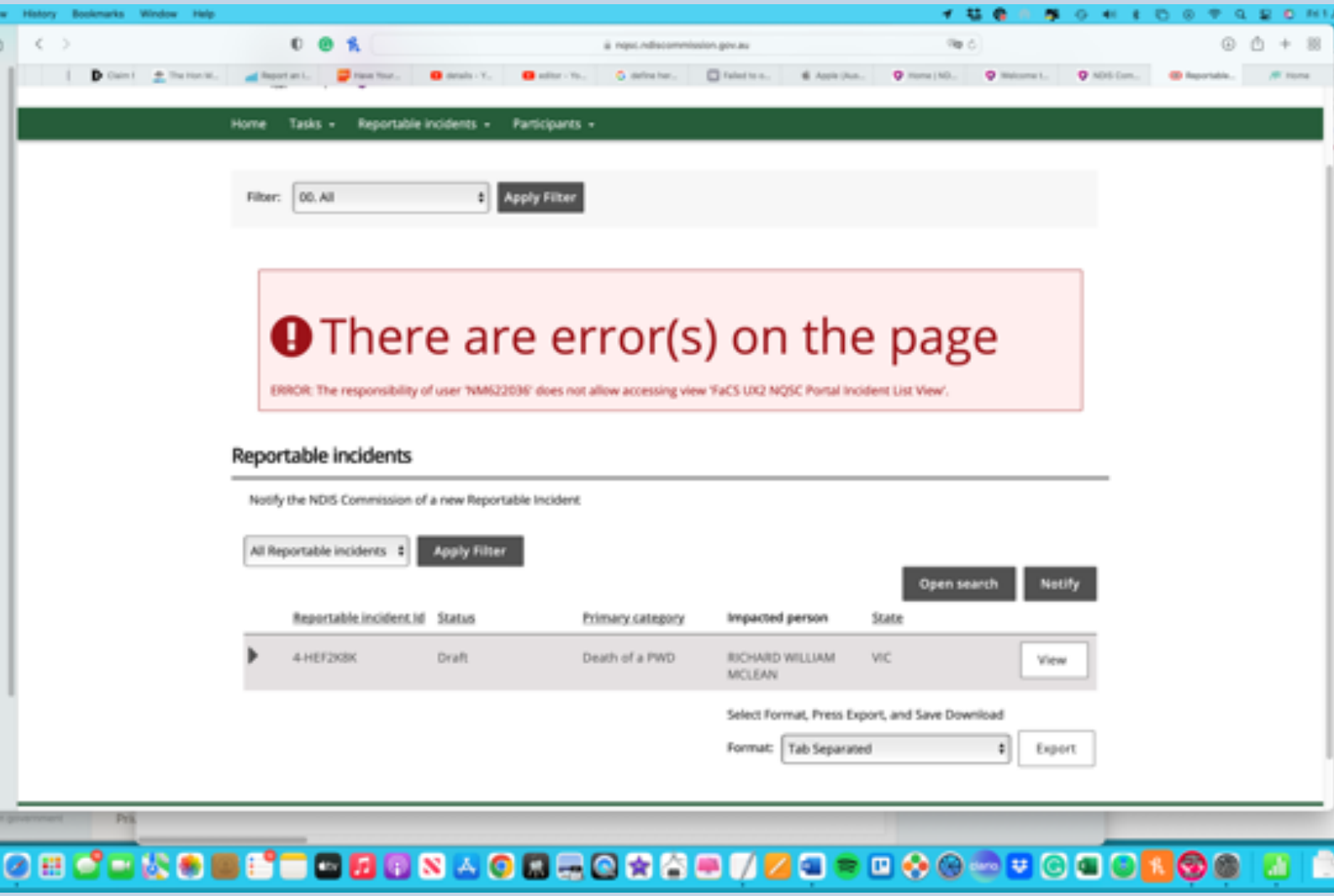
27/07/2022 I am threatened with hospital by salt water clinic unless I front up for an injection to stop my 'delusions'. Later salt water clinic would oversee the destruction of my entire home and contents, along with the police - who obviously act to protect individuals and stolen damaged or lost property. 440

The NDIS have absolutely not supported my economic participation and they have reneged on the cost of reasonable and necessary supports. 443

I am literally beaten up inside a hospital I had already died in and revived by a Government thug. Later when released the police would run me out of town and the offender would be in the room next door.bAlso that next day - I am run down in the street by an out of control car and both my dog and I are injured.bThey knew I couldn't stop - otherwise Id be locked in hospital. My lawyer said did I have a number plate because it may have been the police who ran me down. That makes me feel safe. 477

My PID to the Commonwealth Ombudsman on 04/08/2022 just before I was incarcerated in a psychiatric hospital 530

Death. As a registered NDIS provider I could not report my own ‘fatal’ injury not my own persecution or torture to the NDIS.



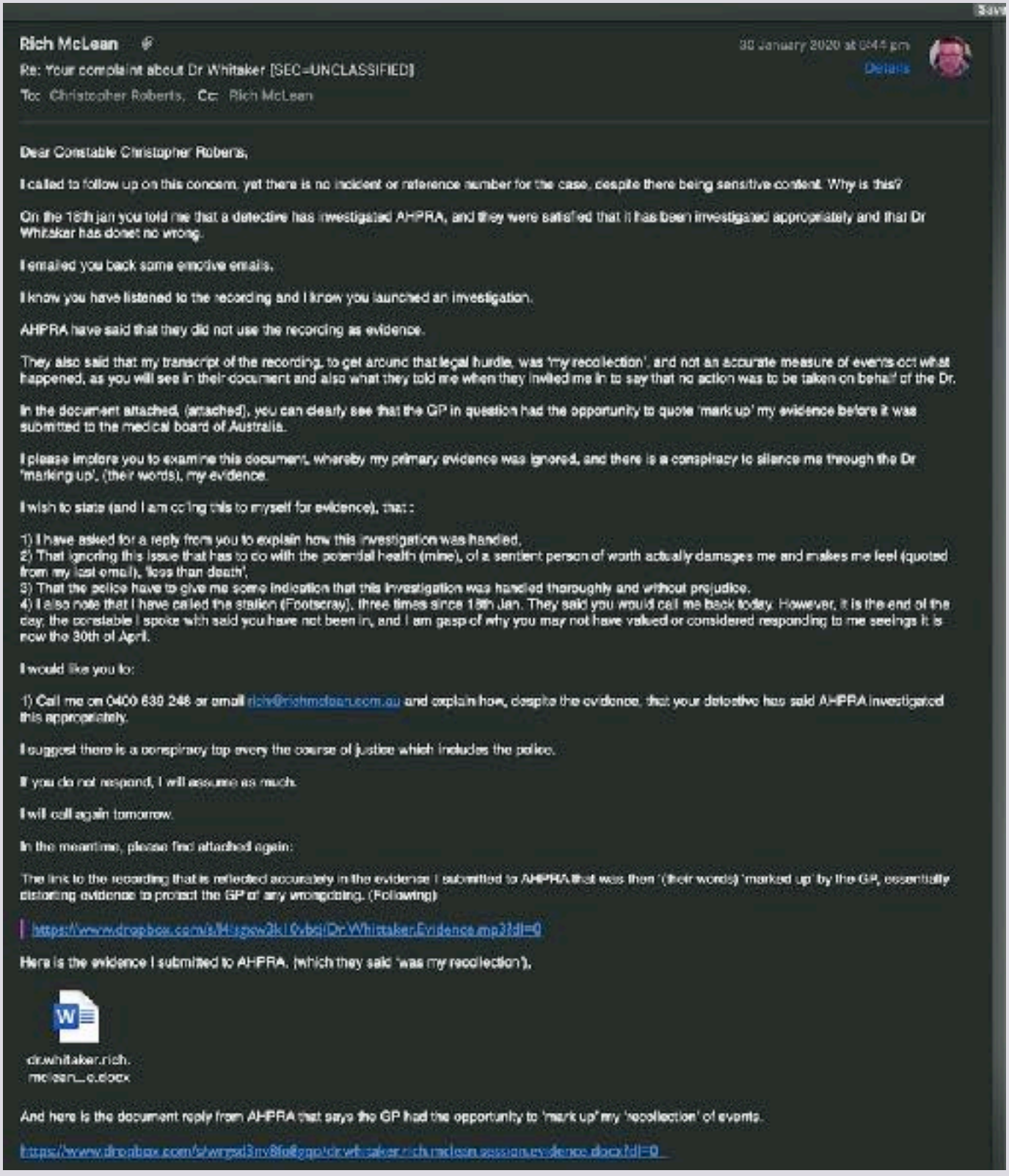
Steve iasonidis tells me about his job at ASIO and that he can’t put it on Facebook.



There is no question the relationship existed.



Chris Roberts of Footscray Police silences evidence and makes me feel ‘less than death’. Later on I would commit suicide from the same type of abuse and it still exists today.



**Rich McLean**

30 January 2020 at 04:4 pm

Details

Re: Your complaint about Dr Whitaker [SEC=UNCLASSIFIED]

To: Christopher Roberts, Cc: Rich McLean

Dear Constable Christopher Roberts,

I called to follow up on this concern, yet there is no incident or reference number for the case, despite there being sensitive content. Why is this?

On the 16th jan you told me that a detective has investigated AHPRA, and they were satisfied that it has been investigated appropriately and that Dr Whitaker has done no wrong.

I emailed you back some emotive emails.

I know you have listened to the recording and I know you launched an investigation.

AHPRA have said that they did not use the recording as evidence.

They also said that my transcript of the recording, to get around that legal hurdle, was 'my recollection', and not an accurate measure of events on what happened, as you will see in their document and also what they told me when they invited me in to say that no action was to be taken on behalf of the Dr.

In the document attached, (attached), you can clearly see that the GP in question had the opportunity to quote 'mark up' my evidence before it was submitted to the medical board of Australia.

I please implore you to examine this document, whereby my primary evidence was ignored, and there is a conspiracy to silence me through the Dr 'marking up', (their words), my evidence.

I wish to state (and I am co ing this to myself for evidence), that::

1) I have asked for a reply from you to explain how this investigation was handled.
2) That ignoring this issue that has to do with the potential health (mine), of a sentient person of worth actually damages me and makes me feel (quoted from my last email), 'less than death'.
3) That the police have to give me some indication that this investigation was handled thoroughly and without prejudice.
4) I also note that I have called the station (Footscray), three times since 16th Jan. They said you would call me back today. However, it is the end of the day, the constable I spoke with said you have not been in, and I am gasp of why you may not have valued or considered responding to me seeings it is now the 30th of April.

I would like you to:

1) Call me on 0400 630 248 or email rich@richmclean.com.au and explain how, despite the evidence, that your detective has said AHPRA investigated this appropriately.

I suggest there is a conspiracy top every the course of justice which includes the police.

If you do not respond, I will assume as much.

I will call again tomorrow.

In the meantime, please find attached again:

The link to the recording that is reflected accurately in the evidence I submitted to AHPRA that was then '(their words) 'marked up' by the GP, essentially distorting evidence to protect the GP of any wrongdoing. (Following)

https://www.dropbox.com/s/l4ngow3k10vbqi/Dr Whitaker Evidence.mp3?dl=0

Here is the evidence I submitted to AHPRA, (which they said 'was my recollection').

dr.whitaker.rich.mclean_c.docx

And here is the document reply from AHPRA that says the GP had the opportunity to 'mark up' my 'recollection' of events.

https://www.dropbox.com/sh/wrpsd3nv86ii8gp/dr.whitaker.rich.mclean.session.evidence.docx?dl=0

Police kick in my front door to cuff me and hospitalise me, 2021, 22.

## 5. Procedure for handling and investigating disclosures

**The disclosure today ion 03.03.23 is that:**

**Steve iasonidis enacts family violence.**

**It must stop with a legal equitable and just settlement of assets.**

**Steve iasonidis was pivotal in incarcerating Dr Mclean as punishment for attempting gain access to his superannuation.**

**This systemic persecution ended up murdering Dr Mclean.**

**Steve is proven to be engaged to me for a period of five years.**

**I demand whistleblower protection because of this:**

**That he has acted with great privilege and power with a silent conceited amount of privilege in the form of money  is family violence that comes in a form of financial abuse co created murderous intent and that we wished such harm on Dr McLean he suffered a fatal injury.**

**This was after he was framed by Mr ball and lost VCAT case and another VCAT case framed as an extortionist and could not report crime to police. Further he expressed regret at losing his virginity at the local police break up publicly in a book to Debbie Morgan.**

The police reacted in a way that could cause damage to Dr Mclean and framed him and slandered him as a sexually violent man.

Nothing could be further than the truth it was consentual and it was homophobic reaction rangers to Rich's blossoming sexuality and further that The office of Prime Minister and Cabinet refuse Richard McLeans FOI acts to elongate what this is:

That additionally that the office of prime minister and Cabinet and Centrelink and ASIO (who preach family values) and AGIS and The Tax Deportment need to acknowledge the fact of the relationship and reverse the persecution of Dr Rich Mclean into not physically harming, but maiming Steve Iasonidis at least financially to the tune of half of what he is worth for Dr Mclean.

To not immediately demand this causes Dr Mclean harm.

Harm is intended for Dr McLean and he is universally exploited.

He has lost out at all levels of Government framed by Steve iasonidis and Mr ball of ball and partners who framed Dr McLewan Internally to Government agencies as an extortionist.

This was another reason for Dr Mclean's persecution by the cat team. When they came for that first hospitalisation McLean explained precisely the persecution that was occurring to him:



**On 18th jan 2020 I write to Christopher Roberts at Footscray police who acted with a conspiracy to silence evidence and I report it makes me feel less than death. I am already a suicide survivor now an overdose. Later this would lead me to actually suicide and it be deemed fatal - only to have it covered up.**

An authorised officer must use their best endeavours to assess a disclosure, including whether it should be allocated to another agency, within 14 days of receiving it. They may obtain information from such persons and make such inquiries as they think fit.

Once a disclosure has been allocated, an authorised officer will inform the discloser. If allocated to another agency, the authorised officer will also notify the principal officer of any agency to which the handling of the disclosure is allocated. If an authorised officer decides that a disclosure should not be allocated, they will inform the discloser of the reasons for this and any other courses of action that might be available.

Once a disclosure has been allocated for handling under the PID Act, the CEO and Principal Registrar will have the disclosure investigated unless the disclosure does not, to any extent, concern serious disclosable conduct, the disclosure is frivolous or vexatious, or the information is the same or substantially the same as a disclosure that has been or is being investigated.

The principal officer may nominate an investigator and will inform the discloser that an investigation is to take place and the estimated length of the investigation. An investigation report must be completed within 90 days of the matter being allocated for investigation, unless the Ombudsman has extended that period by an additional period.

When the investigation is completed, a copy of the report will be provided to the discloser.

### 6. Protections provided under the PID Act

The PID Act provides the following protections for persons who make a PID:

- The person will not be subject to any civil, criminal or administrative liability (including disciplinary action) for making the disclosure. However, this immunity does not apply when the discloser knowingly and without reasonable excuse contravenes a designated publication restriction or when the disclosure is knowingly false or misleading;
- No contractual or other remedy may be enforced, and no contractual or other right may be exercised, against the person on the basis of the PID;
- The person has absolute privilege in proceedings for defamation in respect of a PID;
- A contract to which the person is a party must not be terminated on the basis that the disclosure constitutes a breach of the contract;
- It is a criminal offence for a person to take, or threaten to take, reprisal action against another person under the PID Act. 'Reprisal action' is defined in the PID Act as an act or omission that causes detriment to another person, which occurs by reason of a belief or suspicion that a PID was made, may have been made, or proposes to be made;
- Remedies, including compensation and injunctions, may be available in respect of reprisal actions under the PID Act or the Fair Work Act 2009 (Cth) (although an application may only be made under one Act);
- The general workplace protections offered by Part 3-1 of the Fair Work Act 2009 (Cth) will apply in relation to the making of a public interest disclosure by a public official who is an employee within the meaning of that Act;
- It is a criminal offence to reveal the identity of a discloser without their consent. Authorised officers may need to point out that it may not, however, be possible to fully investigate a matter without consent to identify the discloser and that, while utmost care may be taken, others may guess at the identity of the discloser.

These protections do not necessarily protect the discloser in relation to their own wrongdoing, where they have been involved in the misconduct they are reporting. These protections are also not available to staff who make intentionally false or misleading disclosures.

## 7. Assessing the risk of reprisals and providing confidentiality – arrangements to protect employees from harassment and disadvantage

The principal officer (or their delegate) will assess the risk that reprisals may be taken and take reasonable steps to protect public officials from detriment or threats of detriment relating to PIDs. Where necessary, this can be done with reference to guidelines on the Commonwealth Ombudsman's website. Reasonable steps may include:

- investigating any allegations of harassment independently;
- taking appropriate follow-up action;
- taking action to ensure the employee making the report is not disadvantaged, e.g. is not denied access to their entitlements, rights or development opportunities;
- in the event that a reporting employee may experience, or perceive to have experienced, disadvantage as a result of their report, the court or tribunal will take appropriate action to address their concerns;
- providing other forms of support or protection that may be appropriate in the circumstances, e.g. counselling;
- ensuring appropriate steps are taken to minimise any physical threat to the employee, their family or property; and/or
- providing and maintaining the confidentiality of the discloser, as far as practicable.
-

8. Review of process and outcome

Complaints regarding the way a disclosure is handled can be made directly to the Commonwealth Ombudsman. The Ombudsman may also investigate matters referred directly to the Ombudsman's Office.

Thanks for going over $60-70000 worth of invoices and finding only one that had an error.

I just wish to state that the Government and everyone in it are my nemesis.

That is because my former partner Steve Iasonidis is a former ASIO agent and owes me a just and equal and legal settlement. But as he said he would kill me I held off for a while.

He still owes it to me and the detriment of not having an equitable settlement is called financial control; much like he had in our 5 year relationship in which we were ended to be married.

You can see here in this video me giving him the ring:

I give Steve iasonidis the engagement ring in 2011.



At the same time as me buying him Gucci ring, I was living on a disability pension and a settlement from a total permanent disability payout of $83000 from 2008.

**In your role, you are a public authority and act for members of the public. The charter of human rights for a person with a disability had fundamental rules and ethics for our society. It states I must not be taken advantage of, discriminated against, have property (or money) withheld, be tortured, deprived of life or importantly for me: have access to the law and equality before the law.**

**Framed by the information in this letter, I wondered if you may indulge these values in your dealings with me?**

**This includes of course, having access to lawyer.**

**I may be paranoid but I think some people may want to do me harm?**

I am beaten up violently inside a public hospital Weribee Mercy after I have already suicided in that facility. I am re traumatised again and again.  The thug that broke my nose had a t-shirt with my unique tattoo on it. That I think was a sign to say the power of what they can do that only I would know. Later - years later whilst on the run from police because they threaten me with the mental health act a friend puts me in a cheap backpackers to hide - and he lives next door.



**What is a public authority?**

**(1) For the purposes of this Charter a public authority is—**
**(a) a public official within the meaning of the Public Administration Act 2004; or**

A public official under the Public Administration Act 2004 includes employees of the public service,

No. 43 of 2006
Authorised Version incorporating amendments as at 6 April 2020

***You have certain obligations as a public authorities, specifically:***

38 Conduct of public authorities

- (1) Subject to this section, it is unlawful for a public authority to act in a way that is incompatible with a human right or, in making a decision, to fail to give proper consideration to a relevant human right.

There is a set of values under mining Australian laws and the public government officials it employs. It is called the declaration of human rights of disabled persons.

**In it it states on the human rights to protection against exploitation, discrimination, and abuse for people with a disability, of which I am one.**

**Freedom From Exploitation, Violence And Abuse**

**Human Rights**

**Human rights are fundamental rights and freedoms that are intrinsic to every person by virtue of their status as a human being.**

### Adequate standard of living and social protection[edit]

Two units of cover are standard in 2007 - I was paid in 2008 and I was only paid one unit although I claim to have paid for eight.

## automatic acceptance limits

When you join the Health Super Fund as a result of commencing work with a Registered Health Super Employer, you may be automatically insured if you die or become totally and Permanently or temporarily Disabled (called "Default Cover"). See pages 17 and 18 for more information.

Eligible members will have their insurance cover accepted automatically up to a specified limit without having to provide any health evidence. This is known as the Automatic Acceptance Limits (AALs).

The Default Cover and associated costs are shown in the table below.

| age | death units (default cover)* | TPD units | IP units | total cost per week |
|---|---|---|---|---|
| 15-64 | 2 | 2 | 2 | $3.31 |
| 65-69 | 2 | 0 | 0 | $1.24 |

*Members aged over 70 do not have any insurance cover in the Fund. Default Cover does not apply to spouse members or any other members who are not eligible for Default Cover. The cost of Income Protection cover shown is the total cost per week of default cover is based on the 90 day waiting period.

You may opt-out of some or all of your Default insurance cover at any time by completing the 'insurance reduction/ cancellation' form in the PDS on page 57.

The dollar amount of default Death only or Death and TPD cover that two units provides will depend on your age and reduces the older you become. To see how much you would be insured for refer to the table on pages 12-13.

The dollar amount of default Income Protection cover that 2 units provides is $1,000 per month. This benefit can be paid after 90 days (or 30 or 60 days, if you apply for a shorter waiting period and it is granted to you) for up to 2 years (refer to page 14 for more information).

***Please note:*** *The AALs are subject to change. Members who require cover that exceeds the AALs will have to provide satisfactory medical evidence before they are covered for the extra amount. The AALs are not available for members with a Health Super Spouse account. Members who require Income Protection cover with a shorter waiting period (not the default 30 day waiting period) will also have to provide satisfactory medical evidence before their selected waiting period applies.*

## cover greater than the automatic acceptance limits

If you would like additional units of insurance cover over and above the Default, you can apply by completing the 'insurance application' form and 'jurisdictional persons statement' on pages 61 - 66 of the PDS. Any application for additional cover is subject to you having a minimum account balance of at least $1,000.

Depending upon your age, health and medical history and the amount of insurance cover sought, you may need to provide additional information or undergo medical examinations or tests in order for the insurer to assess your application for additional insurance cover. When you apply for, change or renew insurance cover you have a legal duty of disclosure, which means you need to disclose anything that may influence the insurer's decision to insure you, including on what terms they insure you.

For example, if you need to disclose anything (such as a pre-existing condition) that might:

- increase the risk to be underwritten by the insurer; and
- increase the cost of covering you under the insurance policy.

The insurer will generally pay for the cost of any medical examination or test that it requests. However, the insurer will not pay for any other costs incurred, for travelling to and from an appointment or for non-attendance at an arranged appointment.

Once your application has been accepted by the insurer, Health Super will confirm in writing the amount of cover the insurer has agreed to provide. The insurer may accept an application for cover or an increase in cover or different cover subject to premium loadings and non-standard terms. You will be notified in writing if this is the case.

While your application is being assessed you will be eligible for Accidental Death and TPD cover. Refer to page 21 for further information.

## additional insurance options

### death and TPD cover – unitised cover versus fixed cover

When you join the Health Super Fund as a result of commencing work with a Registered Health Super Employer you are provided with Default unitised cover (see Automatic Acceptance Limits). Unitised cover is based on flat premium amount per unit of cover. The benefit amount decreases as your age increases but the amount you pay (premium) remains the same.

Fixed cover does not change as you get older, however, the premium you pay will increase on 1 July each year. Fixed cover is available in multiples of $1,000. The premium rates applicable to fixed cover are on pages 19–20.

Members can switch between unitised and fixed cover at any time. Combinations of unitised and fixed cover are not available.

Article 28 requires that States Parties recognize the right of persons with disabilities to an adequate standard of living for themselves and their families, including adequate food, clothing and housing, and to the continuous improvement of living conditions, and shall take appropriate steps to safeguard and promote the realization of this rights without discrimination on the basis of disability.

**People with a disability must also have Equal Recognition Before The Law And Access To Justice and that is stated and ratified by the Australian Government on 2008 in the Convention on the rights of people with disabilities**

**It includes a section on Housing And Support**

**Access to housing is a fundamental human need and a core element of the human right to an adequate standard of living.**

**In order to effectively exercise their housing rights, many persons with disability require social support services to provide personal care, domestic services and living skill support. Access to social services is also a core element of the human right to an adequate standard of living.**

**FROM THE NDIS ACT 2013 'THE ACT' reflects the values of the UN Convention On The Rights Of Persons With Disabilities (CRPD), 2006**

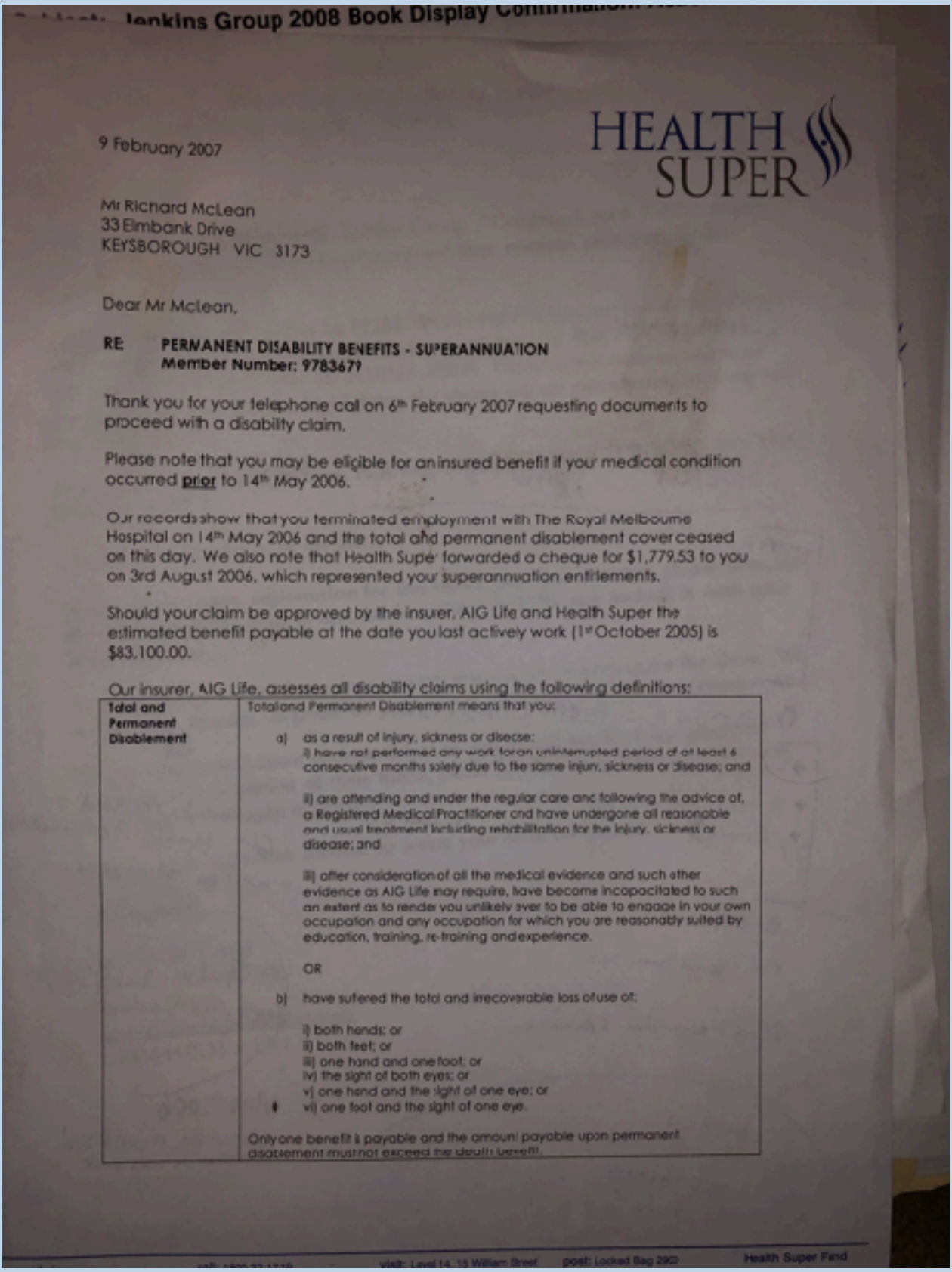
The Convention entered into force on 3 May 2008. Australia ratified it and its Optional Protocol on 17 July 2008, joining other countries around the world in a global effort to promote the equal and active participation of all people with disability in society.

In particular it states that:

6) People with disability have the same right as other members of Australian society to respect for their worth and dignity and to live free from abuse, neglect and exploitation.

(7) People with disability have the same right as other members of Australian society to pursue any grievance.

The police kick in my door. 2021. If I were rich, they would not have kicked in my door.



Jenkins Group 2008 Book Display

HEALTH SUPER

9 February 2007

Mr Richard McLean
33 Elmbank Drive
KEYSBOROUGH VIC 3173

Dear Mr Mclean,

**RE: PERMANENT DISABILITY BENEFITS - SUPERANNUATION**
**Member Number: 9783679**

Thank you for your telephone call on 6th February 2007 requesting documents to proceed with a disability claim.

Please note that you may be eligible for an insured benefit if your medical condition occurred **prior** to 14th May 2006.

Our records show that you terminated employment with The Royal Melbourne Hospital on 14th May 2006 and the total and permanent disablement cover ceased on this day. We also note that Health Super forwarded a cheque for $1,779.53 to you on 3rd August 2006, which represented your superannuation entitlements.

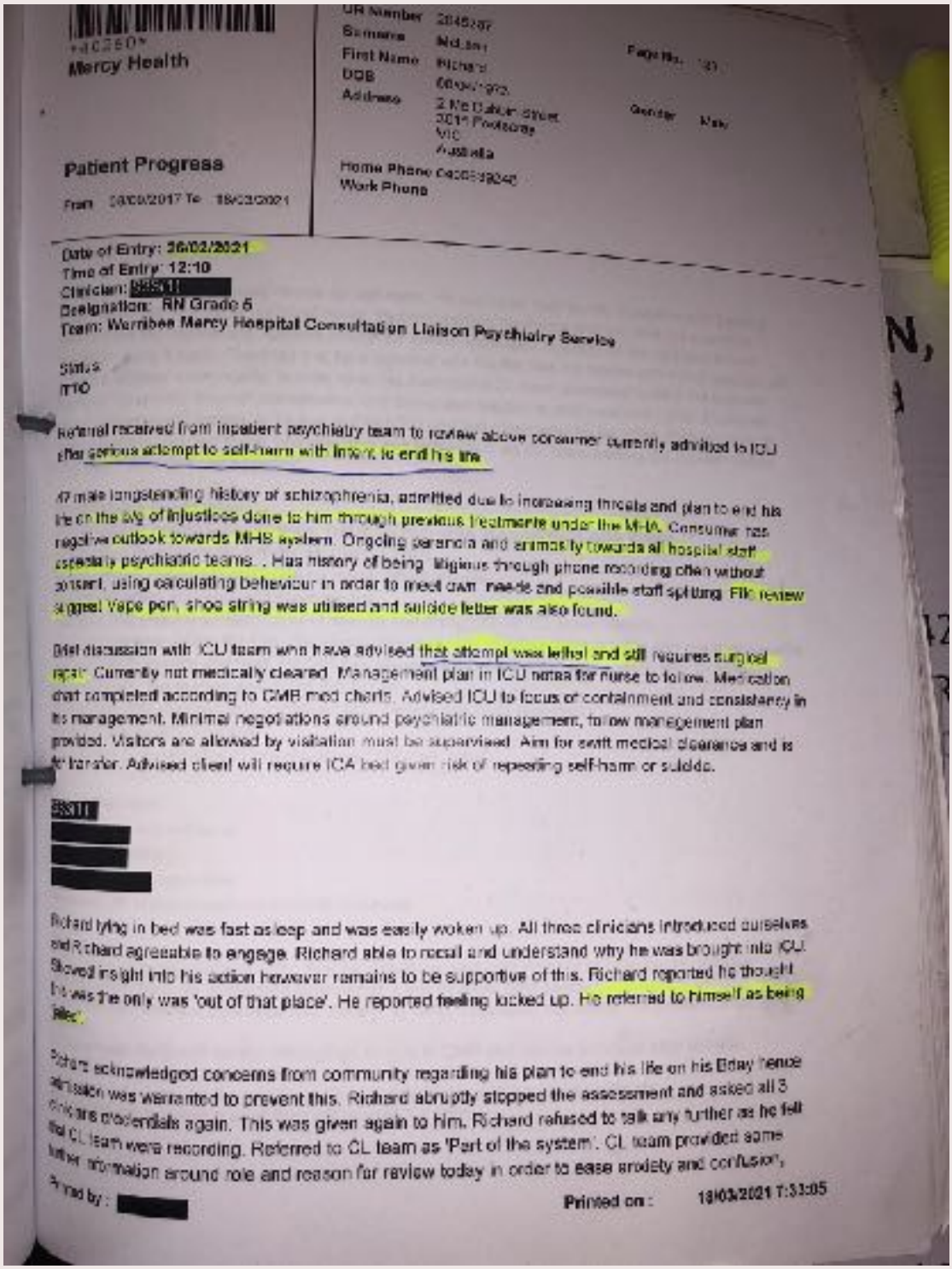
Should your claim be approved by the insurer, AIG Life and Health Super the estimated benefit payable at the date you last actively work (1st October 2005) is $83,100.00.

Our insurer, AIG Life, assesses all disability claims using the following definitions:

| | |
|---|---|
| **Total and Permanent Disablement** | Total and Permanent Disablement means that you: |
| | a) as a result of injury, sickness or disease:<br>i) have not performed any work for an uninterrupted period of at least 6 consecutive months solely due to the same injury, sickness or disease; and<br><br>ii) are attending and under the regular care and following the advice of, a Registered Medical Practitioner and have undergone all reasonable and usual treatment including rehabilitation for the injury, sickness or disease; and<br><br>iii) after consideration of all the medical evidence and such other evidence as AIG Life may require, have become incapacitated to such an extent as to render you unlikely ever to be able to engage in your own occupation and any occupation for which you are reasonably suited by education, training, re-training and experience.<br><br>OR<br><br>b) have sufered the total and irrecoverable loss of use of:<br><br>i) both hands; or<br>ii) both feet; or<br>iii) one hand and one foot; or<br>iv) the sight of both eyes; or<br>v) one hand and the sight of one eye; or<br>vi) one foot and the sight of one eye.<br><br>Only one benefit is payable and the amount payable upon permanent disablement must not exceed the death benefit. |

visit: Level 14, 15 William Street post: Locked Bag 2900 Health Super Fund

The evidence from the hospital that my suicide attempt was deemed ‘fatal’ and that I now have a Bain impairment from it - and I never worked again.It was committed with an agreed legal contraband but Ben Calder from the ombudsman saw no issue whatsoever.



Mercy Health

Patient Progress

Date of Entry: 26/02/2021
Time of Entry: 12:10
Clinician: [redacted]
Designation: RN Grade 6
Team: Werribee Mercy Hospital Consultation Liaison Psychiatry Service

Status
ITO

Referral received from inpatient psychiatry team to review above consumer currently admitted to ICU after serious attempt to self-harm with intent to end his life.

47 male longstanding history of schizophrenia, admitted due to increasing threats and plan to end his life on the 26/2 of injustices done to him through previous treatments under the MHA. Consumer has negative outlook towards MHS system. Ongoing paranoia and animosity towards all hospital staff especially psychiatric teams. . Has history of being litigious through phone recording often without consent, using calculating behaviour in order to meet own needs and possible staff splitting. File review suggest Vape pen, shoe string was utilised and suicide letter was also found.

Brief discussion with ICU team who have advised that attempt was lethal and still requires surgical repair. Currently not medically cleared. Management plan in ICU notes for nurse to follow. Medication chart completed according to GWB med charts. Advised ICU to focus on containment and consistency in its management. Minimal negotiations around psychiatric management, follow management plan provided. Visitors are allowed by visitation must be supervised. Aim for swift medical clearance and is for transfer. Advised client will require ICA bed given risk of repeating self-harm or suicide.

SSMT
[redacted]

Richard lying in bed was fast asleep and was easily woken up. All three clinicians introduced ourselves and Richard agreeable to engage. Richard able to recall and understand why he was brought into ICU. Showed insight into his action however remains to be supportive of this. Richard reported he thought he was the only was 'out of that place'. He reported feeling locked up. He referred to himself as being 'like'.

Richard acknowledged concerns from community regarding his plan to end his life on his Bday hence admission was warranted to prevent this. Richard abruptly stopped the assessment and asked all 3 clinicians credentials again. This was given again to him. Richard refused to talk any further as he felt that CL team were recording. Referred to CL team as 'Part of the system'. CL team provided some further information around role and reason for review today in order to ease anxiety and confusion.

Printed by: [redacted]

Printed on: 18/03/2021 7:33:05

**I believe I can prove that a conspiracy to pervert the course of justice has happened and that movement was been the causation of my untimely and tragic 'fatal' injury in Weribee mercy hospital in Feb 2021.**

**Perverting The Course Of Justice?**

The offence of Perverting the Course of Justice is contained in section 319 of the Crimes Act 1900 which states that a person who does any act, or makes any omission, intending in any way to pervert the course of justice, is liable to imprisonment for 14 years.

**What Must Be Proven?**

To find a person guilty of this offence the prosecution must prove each of the following matters beyond a reasonable doubt:

- That the accused did an act or made an omission
- That they did so intent to pervert the course of justice.
-

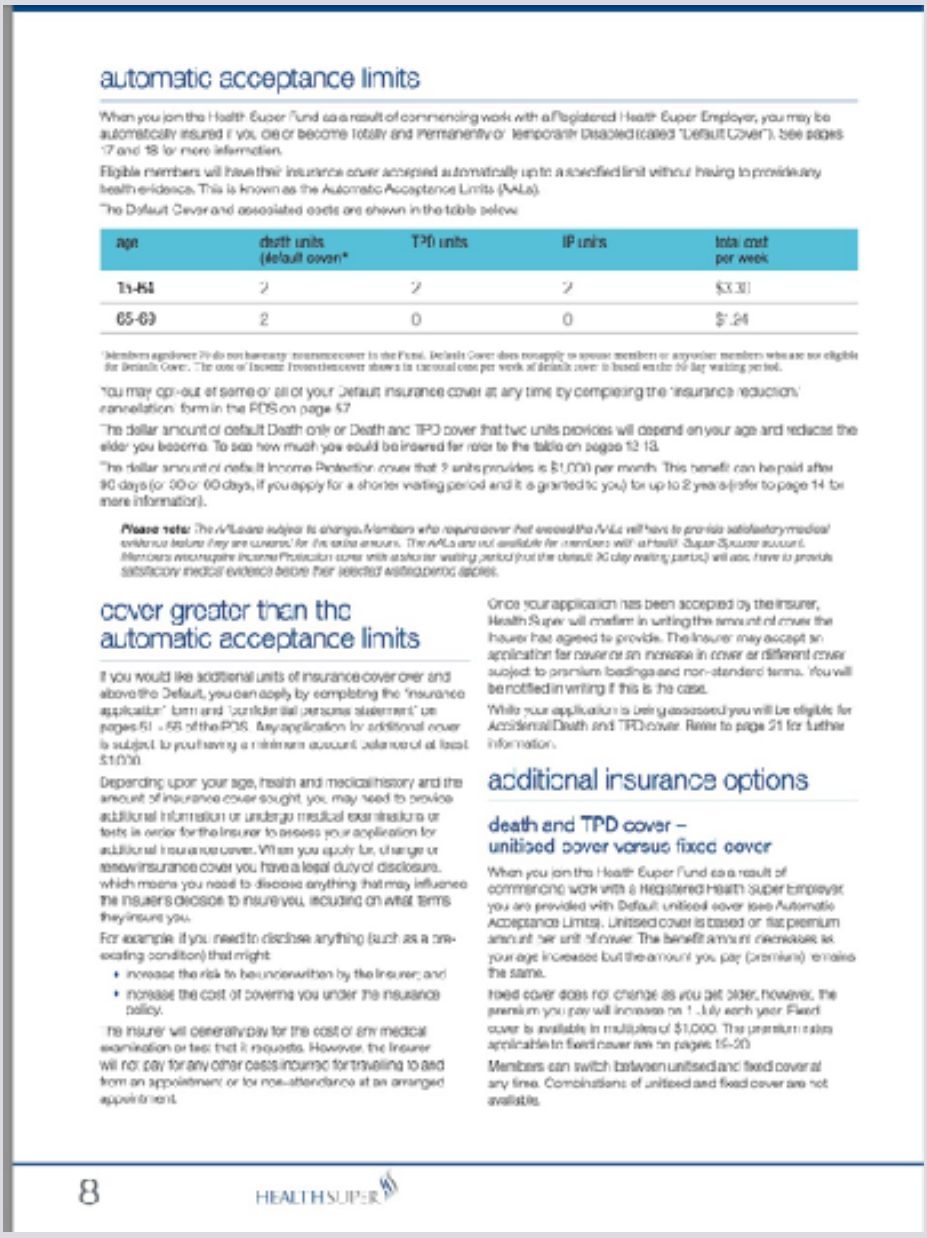
After I was revived from death - the government put me on jobseeker but then cancelled it.

I record evidence of the police kicking in my front door - because I have no money they can act with impunity and later on they did: Whilst I was incarcerated from November 2022 to Jan 2023 the hospital, salt water clinic including my contact person Kade Molloy and also the police oversaw the destruction of everything I own. It was ordered by Hung Ho of Edithvale - who knew about the conspiracy because I had asked him to get a response from Dan Andrews but he refused to.They destroyed by clothes my pics of my nana my photos my bed my shelves and everything I owned. Then the hospital rejected me to a homelessness shelter with just a brown paper bag of tshirts. The Government medicate me for 'delusions of persecution.'

The *Public Interest Disclosure Act 2012 (Vic)* ensures that people who report improper conduct and corruption in the Victorian public sector (whistleblowers) can do so in the knowledge that they will be protected.

Protections include keeping the identity of the person reporting improper conduct confidential and protecting them from reprisals including bullying, harassment or legal action.

2 units are standard in 2007 not one in 2008, this is from health supers own product disclosure statement.



## automatic acceptance limits

When you join the Health Super Fund as a result of commencing work with a Registered Health Super Employer, you may be automatically insured if you die or become totally and permanently or temporarily disabled (called "Default Cover"). See pages 17 and 18 for more information.

Eligible members will have their insurance cover accepted automatically up to a specified limit without having to provide any health evidence. This is known as the Automatic Acceptance Limits (AALs).

The Default Cover and associated costs are shown in the table below.

| age | death units (default cover)* | TPD units | IP units | total cost per week |
|---|---|---|---|---|
| 15-64 | 2 | 2 | 2 | $3.30 |
| 65-69 | 2 | 0 | 0 | $1.24 |

*Members aged over 70 do not have any insurance cover in the Fund. Default Cover does not apply to spouse members or any other members who are not eligible for Default Cover. The cost of Income Protection cover shown in the total cost per week of default cover is based on the 90 day waiting period.

You may opt-out of some or all of your Default insurance cover at any time by completing the 'insurance reduction/ cancellation' form in the PDS on page 57.

The dollar amount of default Death only or Death and TPD cover that two units provides will depend on your age and reduce the older you become. To see how much you would be insured for refer to the table on pages 12-13.

The dollar amount of default Income Protection cover that 2 units provides is $1,000 per month. This benefit can be paid after 90 days (or 30 or 60 days, if you apply for a shorter waiting period and it is granted to you) for up to 2 years (refer to page 14 for more information).

***Please note:*** *The AALs are subject to change. Members who require cover that exceeds the AALs will have to provide satisfactory medical evidence before they are covered for the extra amount. The AALs are not available for members with a Health Super Spouse account. Members who require Income Protection cover with a shorter waiting period (not the default 90 day waiting period) will also have to provide satisfactory medical evidence before their selected waiting period applies.*

## cover greater than the automatic acceptance limits

If you would like additional units of insurance cover over and above the Default, you can apply by completing the "insurance application" form and "confidential personal statement" on pages 51 - 55 of the PDS. Any application for additional cover is subject to you having a minimum account balance of at least $1,000.

Depending upon your age, health and medical history and the amount of insurance cover sought, you may need to provide additional information or undergo medical examinations or tests in order for the Insurer to assess your application for additional insurance cover. When you apply for, change or renew insurance cover you have a legal duty of disclosure, which means you need to disclose anything that may influence the insurer's decision to insure you, including on what terms they insure you.

For example, if you need to disclose anything (such as a pre-existing condition) that might:

- increase the risk to be underwritten by the Insurer; and
- increase the cost of covering you under the insurance policy.

The Insurer will generally pay for the cost of any medical examination or test that it requests. However, the Insurer will not pay for any other costs incurred for travelling to and from an appointment or for non-attendance at an arranged appointment.

Once your application has been accepted by the Insurer, Health Super will confirm in writing the amount of cover the Insurer has agreed to provide. The Insurer may accept an application for cover or an increase in cover at different cover subject to premium loadings and non-standard terms. You will be notified in writing if this is the case.

While your application is being assessed you will be eligible for Accidental Death and TPD cover. Refer to page 21 for further information.

## additional insurance options

### death and TPD cover – unitised cover versus fixed cover

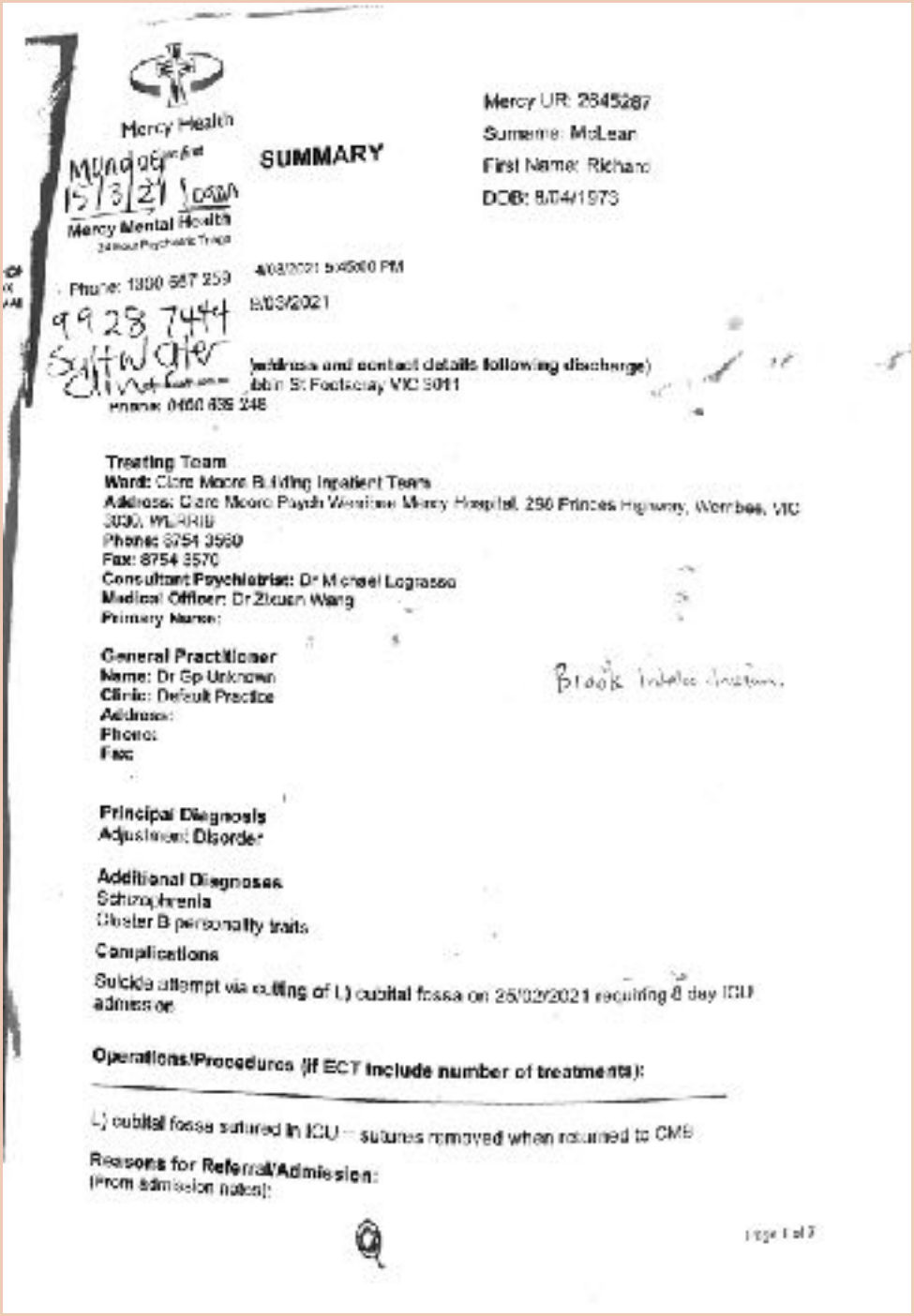
When you join the Health Super Fund as a result of commencing work with a Registered Health Super Employer you are provided with Default unitised cover (see Automatic Acceptance Limits). Unitised cover is based on flat premium amount per unit of cover. The benefit amount increases as your age increases but the amount you pay (premium) remains the same.

Fixed cover does not change as you get older, however, the premium you pay will increase on 1 July each year. Fixed cover is available in multiples of $1,000. The premium rates applicable to fixed cover are on pages 19-20.

Members can switch between unitised and fixed cover at any time. Combinations of unitised and fixed cover are not available.

Health super payout was incorrect amount

Discharge summary evidence after my suicide attempt - ‘no psychotic symptoms’



Mercy Health

Mercy Mental Health

Phone: 1300 667 259

# SUMMARY

Mercy UR: 2345287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

4/03/2021 5:45:00 PM

5/03/2021

9928 7444

(address and contact details following discharge)
Abbotsford VIC 3011
Phone: 0400 836 248

**Treating Team**
**Ward:** Clare Moore Building Inpatient Team
**Address:** Clare Moore Psych Ward, Mercy Hospital, 290 Princes Highway, Werribee, VIC 3030, WERRIB
**Phone:** 8754 3560
**Fax:** 8754 3570
**Consultant Psychiatrist:** Dr Michael Lograsso
**Medical Officer:** Dr Zicuan Wang
**Primary Nurse:**

**General Practitioner**
**Name:** Dr Gp Unknown
**Clinic:** Default Practice
**Address:**
**Phone:**
**Fax:**

**Principal Diagnosis**
Adjustment Disorder

**Additional Diagnoses**
Schizophrenia
Cluster B personality traits

**Complications**
Suicide attempt via cutting of L) cubital fossa on 25/02/2021 requiring 6 day ICU admission

**Operations/Procedures (if ECT include number of treatments):**

L) cubital fosse sutured in ICU – sutures removed when returned to CMS

**Reasons for Referral/Admission:**
(From admission notes):

**Mercy Health**

# DISCHARGE SUMMARY

Mercy UR: 2845287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

47-year-old single Caucasian gentleman gentleman brought in by CATT team after a concerned friend report decline in Richard's mental state , living in a private rental. Richard reported that he had lost his job as an art therapist with NDIS recently.

Mode of referral:
Referred by concerned friend called the CATT team about his organized plan to commit suicide.
Richard's friend reported that she is worried that Richard's mental health may be declining as has noticed on his website that he is escalating in distress and listing suicide dates with increased "venom" towards former GP and health care professionals.

Presenting symptoms from interview/recent documentation:

- Richard has been admitted under an Assessment order. He repeatedly advises "You are admitting me Against my will"
- Advises that his suicidal plan was to "bring attention and traction to the social and political injustice towards him" Advises his legal issues with his GPs and how all of them are conspiring against him along with his "malicious, toxic and narcissistic ex-boyfriend" He advises that his Ex boyfriend is a "millionaire" with a lot of influence. Advises that his ex-boyfriend works for the ASIO (Australian security intelligence organization) and he believes they are spying on him. and that his ex boyfriend is conspiring with everyone "he swore to destroy and ruin me"
- Richard advises that he was sexually abused by a neighbour and his family never supported him when he came out about it.
- He also described that his family was 'toxic' and that he had had a friend who has suicided in August 2018.
- Richard reported that he had voiced suicidal ideation to a particular GP 6 years ago and this doctor proceeded to prescribe him tablets which he could overdose on. He recorded this conversation and has since made a complaint against that doctor with AHPRA and has attempted to sue him for compensation.
- Richard has sought support from various agencies and ministers including Greg Hunt (Health minister) and the President of Black Dog institute (Gordon Parker) "They have all turned their back to me"
- Richard reported that a recent application for income protection had been denied.
- Advises that he is not suicidal at present
- He reported that a loan/case/allowance to be recognised as a therapist was declined by the APS.
- Richard expressed frustration over his experiences with 'the system' and that he has not been helped adequately.
- He did not report feeling depressed or a disturbance in sleep or appetite.
- Richard reported that he at times has 'other reality' experiences and that in the past he experienced visual hallucinations but he does not agree with the pathologising of these experiences as 'psychosis'. " I refused to tell you if I have hallucinations as you look at me through a DSM framework"
- It is reported in previous interviews and also the written submission that Richard provided that Richard's former partner's boss worked for ASIO which he feels may have negatively impacted on his plight. Richard does not currently feel persecuted by ASIO or any specific individual.
- He reported his goal as wanting to be 'valued'.
- He reported spending time with his dog and friends.

Mercy Health

# DISCHARGE SUMMARY

Mercy UR: 2645267
Surname: McLean
First Name: Richard
DOB: 8/04/1973

Stressors include:

- Litigation against his previous GP for medical malpractice
- 3 year legal battle with sexual abuse case (as a victim) about 3 years ago, went through many lawyers with minimal results
- Has had a best friend and another friend suicide

**Past Psychiatric History:**

- Documented history of schizophrenia, ADHD, depression.
- CMI contacts with triage
- Nil admissions
- Engaged with PP Dr Horgan for past few years, no longer currently seeing PP
- Previously supported by GP
- Previously engaged in psychotherapy

**Past Medical History:**

- Prostate problem – "no one found anything"
- Skin lesion on head
- MSM – sexually active, practises safe sex

**Forensic History:**

- Nil

**Legal History:**

- 3 year legal battle with sexual abuse case (as a victim) about 3 years ago
- Litigation against his previous GP for medical malpractice

**Treatment/Progress:**

- Admitted to CMI on 24/02/2021
- Attempted suicide attempt via cutting of L) orbital tissue on 25/02/2021 with parts from a vape pen
- Reports attempted suicide with intent to die was due to having his dexamphetamine ceased on admission, not feeling appropriately listened to by staff, and being on a TTO
- Admitted to ICU between 25/02/2021 and 4/03/2021 (see ICU discharge summary)
- Remained 1 on 1 nursing special after transfer back to CMI until 7/03/2021
- Remained in HCA from 8/3/21 to 9/3/21 wherein Richard denied further suicidal ideation, plans, or thoughts of self-harm, with nil further attempts, was future-focused and exhibited nil psychotic features
- Dexamphetamine dose decreased from 40mg to 25mg mane after collaborative discussion
- Nil other changes made to regular medications

**Significant Laboratory Findings**
FULL BLOOD EXAMINATION

| | | | |
|---|---|---|---|
| Coll Date: | 28/02/21 | 01/03/21 | 05/03/21 |
| Coll Time: | 08:36 | 07:45 | 09:35 |

Mercy Health

# DISCHARGE SUMMARY

Mercy UR: 2645287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

| Lab.No: | 31331326 | | 31331519 | | 47478099 | | Units | Ref.Range |
|---|---|---|---|---|---|---|---|---|
| Haemoglobin: | 81 | ** | 88 | ** | 117 | * | g/L | (130-180) |
| WCC: | 6.5 | | 5.1 | | 5.8 | | x10 ^9 /L | (4.0-11.0) |
| Platelets: | 113 | * | 149 | * | 349 | | x10 ^9 /L | (150-450) |
| RCC: | 2.56 | | 2.75 | ** | 3.67 | * | x10 ^12 /L | (4.50-6.50) |
| PCV: | 0.24 | * | 0.26 | * | 0.35 | * | L/L | (0.40-0.54) |
| MCV: | 95 | | 94 | | 97 | * | fL | (80-95) |
| MCH: | 32 | | 32 | | 32 | | pg | (27-32) |
| MCHC: | 335 | | 341 | | 331 | | g/L | (320-360) |
| Neutrophils: | 3.4 | | 2.3 | | 3.4 | | x10 ^9 /L | (2.0-8.0) |
| Lymphocytes: | 2.5 | | 2.1 | | 1.6 | | x10 ^9 /L | (1.0-4.0) |
| Monocytes: | 0.5 | | 0.5 | | 0.4 | | x10 ^9 /L | (0.0-1.0) |
| Eosinophils: | 0.1 | | 0.1 | | 0.1 | | x10 ^9 /L | (0.0-0.5) |
| Basophils: | 0.0 | | 0.1 | | 0.1 | | x10 ^9 /L | (0.0-0.2) |

SERUM/PLASMA BIOCHEMISTRY

Coll.Date: 01/03/21
Coll.Time: 0745
Lab.No: 31331519

| | | | | Units | Ref.Range |
|---|---|---|---|---|---|
| Sodium: | 142 | -- | -- | mmol/L | (135-145) |
| Potassium: | 3.4 * | -- | -- | mmol/L | (3.5-5.2) |
| Chloride: | 106 | -- | -- | mmol/L | (95-110) |
| Bicarbonate: | 28 | -- | -- | mmol/L | (22-32) |
| Urea: | 3.5 | -- | -- | mmol/L | (2.3-7.6) |
| Est. GFR: | > 90 | -- | -- | mL/min | (> 60) |
| Creatinine: | 82 | -- | -- | umol/L | (60-110) |
| Albumin: | 29 * | -- | -- | g/L | (35-49) |
| Calcium: | 1.98 * | -- | -- | mmol/L | (2.15-2.65) |
| Cor.Calcium: | 2.18 | -- | -- | mmol/L | (2.15-2.65) |
| Phosphate: | 1.01 | -- | -- | mmol/L | (0.75-1.50) |
| Magnesium: | 0.76 | -- | -- | mmol/L | (0.60-1.10) |

BLOOD CULTURE

1 aerobic and 1 anaerobic bottle received.
COLLECTED: 7:45 am on 01/03/2021

CULTURE:
No growth at 48 hours

Culture continues but no further report will be issued unless bottles become positive.

BLOOD CULTURE

1 aerobic and 1 anaerobic bottle received.

Mercy Health

# DISCHARGE SUMMARY

Mercy UR: 2545287
Surname: McLean
First Name: Richard
DOB: 5/04/1973

COLLECTED: 12:30 pm on 26/02/2021

CULTURE:
No growth at 48 hours

Culture continues but no further report will be issued unless bottles become positive.

SERUM IRON STUDIES

Date:26/02/21
Time:05:30
Lab.No:30018448

| | | Units | Ref. Range |
|---|---|---|---|
| Ferritin: | 979 | µg/L | (30-320) |
| Iron: | 5 | umol/L | (10-30) |
| Transferrin: | 1.6 | g/L | (2.0-3.6) |
| Transferrin Sat: | 12 | % | (13-47) |

VITAMIN B12 AND FOLATE

Date: 26/02/21
Time: 05:30
Lab.No: 30018448

| | | | Ref. Units | Range |
|---|---|---|---|---|
| Vitamin B12 | : | 348 | pmol/L | (160-700) |
| Serum Folate | : | 27.8 | nmol/L | (> 9.0) |

SERUM/PLASMA BIOCHEMISTRY

Coll.Date: 25/02/21
Coll.Time: 14:50
Lab.No: 31391022

| | | Units | Ref.Range |
|---|---|---|---|
| CPK: | 69 | U/L | (0-240) |

Coll.Date: 25/02/21
Coll.Time: 14:50

Name of Test : CT ABDOMEN AND PELVIS WITH CONTRAST, CT BRAIN WO/IT CONTRAST, CT ANGIOGRAPHY - CHEST/ABDOMEN/UPPER LIMBS
UR: 2545287

Mercy Health

# DISCHARGE SUMMARY

Mercy UR: 2645287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

McLean, Richard
2 McCubbin Street, FOOTSCRAY VIC 3011
Birthdate: 08/04/1973 Age: Y47 Sex: M
Addendum

**ADDENDUM REPORT**
Left arm

- The left subclavian artery, brachial, radial and ulnar arteries show normal
- contrast opacification.
- No saccular aneurysm demonstrated.
- There are subcutaneous pocket of gas in the region of the cubital fossa, in
- keeping with the given history of laceration. There is a superficial vein
- coursing adjacent to this. There is soft tissue stranding, however no
- well-circumscribed haematoma is shown.

Addendum Report Reported by: Dr Neha Singh

Addendum electronically signed at 1:08 am Fri, 26th Feb 2021

**ORIGINAL REPORT**
CT of head, chest and abdomen and pelvis

CLINICAL DATA

Hypertension? Head strike question a source of infection

TECHNIQUE

IV contrast portal venous phase CT abdomen and pelvis performed.

FINDINGS

Head

- No intracranial bleed or surface fluid collection. Grey-white matter differentiation is preserved. No intracranial mass lesion or raised intracranial pressure. No hydrocephalus. No skull fracture or destructive bony lesion. No sinusitis or mastoiditis.

Chest

- No hydropneumothorax or pericardial effusion. No mediastinal collection. No
- consolidation, lung nodule, mass lesion, or bronchiectasis. Thoracic cord is
- unremarkable.
- No lymphadenopathy.
- No PE.
- No fracture or bony lesion.

Abdomen and pelvis

Mercy Health

# DISCHARGE SUMMARY

Mercy UR: 2845287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

McLean, Richard
2 McCubbin Street, FOOTSCRAY VIC 3011
Birthdate: 08/04/1973 Age: Y47 Sex: M
Addendum

**ADDENDUM REPORT**
Left arm

- The left subclavian artery, brachial, radial and ulnar arteries show normal
- contrast opacification.
- No pseudo aneurysm demonstrated.
- There are subcutaneous pocket of gas in the region of the cubital fossa, in
- keeping with the given history of laceration. There is a superficial vein
- coursing adjacent to this. There is soft tissue stranding, however no
- well circumscribed haematoma is shown.

Addendum Report Reported by: Dr Neha Singh

Addendum electronically signed at 1:00 am Fri, 26th Feb 2021

**ORIGINAL REPORT**
CT of head, chest and abdomen and pelvis

CLINICAL DATA

Hypertension? Head strike question a source of infection

TECHNIQUE

IV contrast portal venous phase CT abdomen and pelvis performed.

FINDINGS

Head

- No intracranial bleed or surface fluid collection. Grey-white matter differentiation is preserved. No intracranial mass lesion or raised intracranial pressure. No hydrocephalus. No skull fracture or destructive bony lesion. No sinusitis or mastoiditis.

Chest

- No hydropneumothorax or pericardial effusion. No mediastinal collection. No
- consolidation, lung nodule, mass lesion, or bronchiectasis. Thoracic aorta is
- unremarkable.
- No lymphadenopathy.
- No PE.
- No fracture or bony lesion.

Abdomen and pelvis

Mercy Health

Mercy UR: 2648287
Surname: McLean
First Name: Richard
DOB: 8/04/1973

# DISCHARGE SUMMARY

- IDC is in situ and bladder is empty.
- Right femoral vein catheter in place.
- No diverticulosis or enterocolitis.
- No mechanical bowel obstruction ischaemia or perforation.
- No appendicitis.
- No free peritoneal gas or fluid.
- No retroperitoneal or abdominal wall haematoma.
- Liver bile ducts gallbladder spleen adrenal glands both kidneys renal collecting systems and pancreas are unremarkable.
- Intra-abdominal vessels enhancing normally.
- No lymphadenopathy.
- No active GI bleed.

CONCLUSION
- No acute intracranial pathology.
- No intrathoracic or intra-abdominal source of infection identified.

**Discharge Medications**

| Current Medication | Strength | Dosage | Frequency |
|---|---|---|---|
| Esomeprazole AN Tablets | 40 mg | 40mg | mane |
| APO-Flucloxacillin Capsules | 500 mg | 500mg | q.i.d. |
| APO-Diazepam Tablets | 5 mg | 5mg | 5 p.m. |
| APO-Paroxetine Tablets | 20 mg | 20mg | mane |
| APO-Amisulpride Tablets | 200 mg | 600mg | nocte |
| Xepen Dexamfetamine Tablets | 5 mg | 25mg | mane |
| Truvada 300/200 mg Tablets | 300 mg/200 mg | 1 | mane |

**Amount of Medication Supplied on Discharge (days/weeks):**
7 days

**Discharge and Follow Up Recommendations**
- Discharge as voluntary patient
- Repeat FBE on 12/08/2021 with GP follow-up and monitoring of Hb
- Case management (referred to Saltwater clinic)

**Discharge summary completion details:**
**Name:** Dr Zixuan Wang
**Designation:** Registrar
**Date:** 5/08/2021

Steve iasonidis used to supply me with drugs its no secret we used to get high



Evidence of health super document in 2006

3 August 2006

Mr Richard Mclean 7 Eighth Street EILDON VIC 3713

Dear Mr Mclean

**Health Super Member Number: 9783679**

In accordance with your instructions for the payment of your superannuation benefit, we enclose the following:

☐ an Australian Tax Office ETP Payment Summary and cheque payable to MR R W MCLEAN for $1,779.53

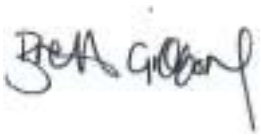
To assist you in understanding how your benefit has been calculated, we have also enclosed your Health Super statement as at 03/08/2006.

You should read your Health Super Statement and this letter together as they constitute your exit periodic statement as required by the Corporations Act.

If you have any further queries, please do not hesitate to contact our Customer Relations Team on **1800 33 17 19**.

Yours sincerely

**Brett Gibbons**
**Customer Relations Manager**



Tax File Number received ✓ email received ✓ beneficiaries provided ☐

your

## Section 1Health Super statement

Mr Richard McLean 7 Eighth Street EILDON VIC 3713

OPENING balance 01/07/2006

account type:

**Shelter**

**what's been put in?**

**from 01/07/2006- 03/08/2006**

**what your employer(s) paid in**

Superannuation Guarantee (SG)

Additional employer contributions

**what you've paid in**

Combine or amounts transferred in

Your personal contributions

**what the Government has paid in**

Government Co-Contributions (net)

**investment earnings (net)**

From your investment choice(s)

$0.00

$0.00 $0.00[1]

$0.00

$0.00

$23.41[2]

**what's been taken out?**

**from 01/07/2006 - 03/08/2006**

**Health Super fees**

Administration fee

**Government taxes**

$7.02

$0.00

$0.00[3]

$0.00

$0.00

$0.00

1

2

This may include a benefit transferred in from another section of the Health Super Fund or from an external fund. If part of this amount represents a transfer of a defined benefit amount, then please refer to your Health Super defined benefit statement and explanatory notes for further information.

Investment and asset fees have been deducted from Health Super's investment returns before these returns are credited to your account at the end of the reporting period. These fees are for services provided by professional investment managers of the Health Super Fund, including investment manager fees and costs associated with the purchase, sale and administration of investments. There may also be a fee to cover the general cost of administration. These deductions are borne indirectly by the members of the Health Super Fund and may affect the return to your account. If you would like more information about these fees, contact Health Super on 1800 33 17 19.

your balance

CLOSING balance 03/08/2006

$2,266.53

Member Number:
date of birth:
eligible service date (for tax):

9783679 08/04/1973 08/11/2004

Compulsory Contributions Tax (15%)

Compulsory Surcharge Tax

insurance premiums

Death and/or permanent disablement

Income protection

amounts withdrawn

Amounts withdrawn

Surcharge figures may relate to more than one financial year and are provided to us by the Australian Taxation Office.

3
Surcharge does not apply to superannuation contributions made after 1 July 2005.

This forms part of your exit periodic statement.

$2,250.14

## preservation components of your benefit

- compulsory preserved amount $2,266.53
- restricted non-preserved amount $0.00
- unrestricted non-preserved amount $0.00

## how has your investment performed

As at your exit date of **03/08/2006** your superannuation was invested in **LONG-TERM GROWTH** a **HIGH RISK /HIGH GROWTH** option.

The table below details your Member Investment Choice option(s) investment returns) that your superannuation has been invested in, **01/07/2006**.

(and the respective month-by-month, since

%

2.41% 0.86% 3.21% 0.96%

-2.71% 0.92%

option(s) %

option(s)

Jan Long-Term Growth Feb Long-Term Growth Mar Long-Term Growth Apr Long-Term Growth May Long-Term Growth June Long-Term Growth

July Long-Term Growth Aug Long-Term Growth Sept Long-Term Growth Oct Long-Term Growth Nov Long-Term Growth Dec Long-Term Growth

## how much were you insured for?

2.40% 1.44% 2.71%

-1.28% 2.94% 2.20%

The boxes below give details of your insurance cover in the last 60 days prior to leaving Health Super on **03/08/2006**. Your insurance ceased on **03/08/2006** and you do not have the option to continue this insurance cover with Health Super. For more information, read our *Product Disclosure Statement* available at **www.healthsuper.com.au**. If your entitlements include defined benefits then, please refer to your defined benefit statement and explanatory notes.

**or**

---

## if you become permanently disabled

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00 total)

**amount*:** $2,266.53lumpsum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.

## if you die

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00)

**amount*:** $2,266.53 lump sum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.



**if you become temporarily disabled**

This is known as income protection.

**currently eligible:** No
your cover immediately prior to

leaving Health Super

**no. of units:** 0
**amount*:** $0.00 per month for up to 2

years

* if applicable this amount may include defined benefit entitlements.

This forms part of your exit periodic statement.

**your transactions**

deposits into your account
date transaction type source

Investment earnings
03/08/2006 InvestmentEarnings(3)

This forms part of your exit periodic statement.

gross

$23.41

tax net

$23.41

**your transactions**

deductions from your account date transaction type

Fees
01/07/2006 ManagementCosts 03/08/2006 ManagementCosts
SUBTOTAL
TOTAL

source

AccountKeepingFee AccountKeepingFee

gross

-$75.40 $68.38 -$7.02 $16.39

tax

$0.00 $0.00 $0.00 $0.00

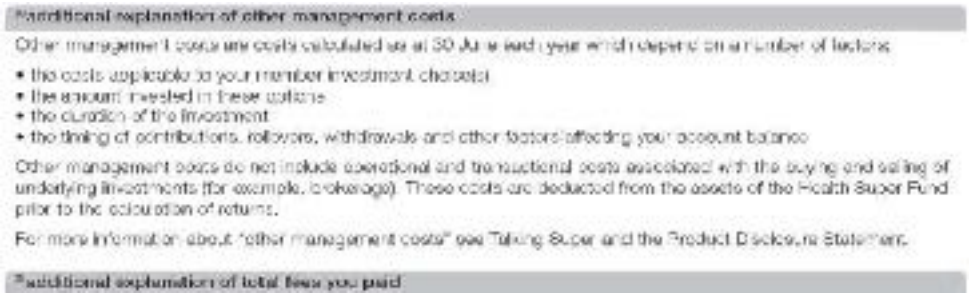
net

-$75.40 $68.38 -$7.02 $16.39

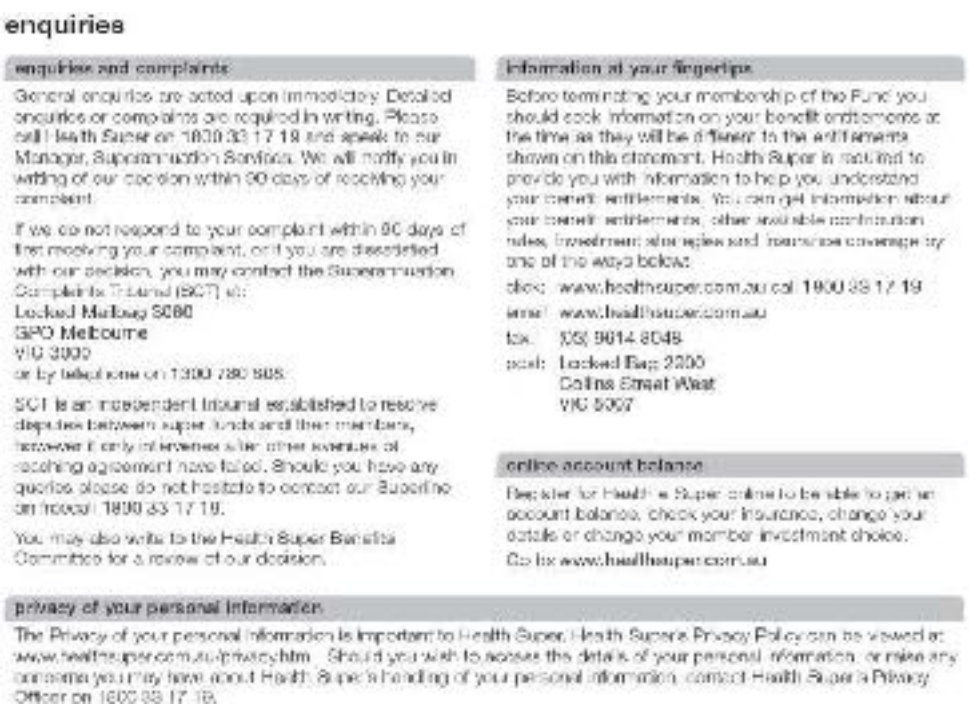
This forms part of your exit periodic statement.




Other management costs $ 1.38[4] Total Fees $ 8.40 [5]




The total fees you paid includes fees deducted directly from your account (see transaction listing above), excluding any relevant insurance premiums, and approximately $ 1.38 of "other management costs" that have been deducted from your investment earnings before they were applied to your account. Where any management costs or expenses are tax deductible the benefit of any deduction is passed onto members through the declared investment returns for each option. Therefore the actual costs charged are net of the tax deduction.


enquiries

enquiries and complaints

General enquiries are acted upon immediately. Detailed enquiries or complaints are required in writing. Please call Health Super on 1800 33 17 19 and speak to our Manager, Superannuation Services. We will notify you in writing of our decision within 90 days of receiving your complaint.

If we do not respond to your complaint within 90 days of first receiving your complaint, or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:
Locked Mailbag 3060
GPO Melbourne
VIC 3000
or by telephone on 1300 780 808.

SCT is an independent tribunal established to resolve disputes between super funds and their members, however it only intervenes after other avenues of resolving agreement have failed. Should you have any queries please do not hesitate to contact our Superline on (toll free) 1800 33 17 19.

You may also write to the Health Super Benefits Committee for a review of our decision.

information at your fingertips

Before terminating your membership of the Fund you should seek information on your benefit entitlements at the time as they will be different to the entitlements shown on this statement. Health Super is required to provide you with information to help you understand your benefit entitlements. You can get information about your benefit entitlements, other available contribution rules, investment objectives and insurance coverage by one of the ways below:

| | |
|---|---|
| web: | www.healthsuper.com.au or call 1800 33 17 19 |
| email: | www.healthsuper.com.au |
| fax: | (03) 9614 8048 |
| post: | Locked Bag 3030<br>Collins Street West<br>VIC 8007 |

online account balance

Register for Health e Super online to be able to get an account balance, check your insurance, change your details or change your member investment choice.
Go to www.healthsuper.com.au

privacy of your personal information

The Privacy of your personal information is important to Health Super. Health Super's Privacy Policy can be viewed at www.healthsuper.com.au/privacy.htm. Should you wish to access the details of your personal information, or make any comments you may have about Health Super's handling of your personal information, contact Health Super's Privacy Officer on 1800 33 17 19.

This forms part of your periodic exit statement.

**your contributions after this payment**

Any contributions received for your account prior to you leaving Health Super have been paid to you. As such, there are no outstanding contributions.

**your insurance continuation option**

All your insurance cover ceased on the date you exited Health Super. No continuation option is available.

**disclaimer**

These entitlements are based on information currently available about you as at the date of this Statement. Health Super has made every effort to ensure the accuracy of this Statement but cannot accept liability for acts or omissions based on its content. Health Super reserves the right to correct any error or omission. This Statement is subject to the Health Super Trust Deed, any applicable insurance policy and government legislation. Please advise Health Super should any of your personal details appear incorrect. This statement contains general advice. Before acting on such advice, consider your own personal circumstances and Health Super's Product Disclosure Statement or seek appropriately qualified advice. Investment returns fluctuate & past performance is no guarantee of similar future returns. The benefits described are not guaranteed.

**HEALTH SUPER PTY LTD | ABN 97 084 162 489 | AFSL No. 246492|RSE Licence No. L0000482**

This forms part of your exit periodic statement.

3 August 2006

Mr Richard Mclean 7 Eighth Street EILDON VIC 3713

Dear Mr Mclean

**Health Super Member Number: 9783679**

In accordance with your instructions for the payment of your superannuation benefit, we enclose the following:

☐an Australian Tax Office ETP Payment Summary and cheque payable to MR R W MCLEAN for $1,779.53

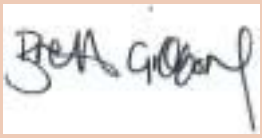
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Yours sincerely

**Brett Gibbons**
**Customer Relations Manager**



Tax File Number received ✓ email received ✓ beneficiaries provided ☐

your

**Section 1Health Super statement**

Mr Richard McLean 7 Eighth Street EILDON VIC 3713

<Scheme>

OPENING balance 01/07/2006

account type:

**Shelter**

**what's been put in?**

**from 01/07/2006- 03/08/2006**

what your employer(s) paid in

Superannuation Guarantee (SG)

Additional employer contributions

what you've paid in

Combine or amounts transferred in

Your personal contributions

what the Government has paid in

Government Co-Contributions (net)

investment earnings (net)

From your investment choice(s)

$0.00

$0.00 $0.00[1]

$0.00

$0.00

$23.41[2]

**what's been taken out?**

**from 01/07/2006 - 03/08/2006**

Health Super fees

Administration fee

Government taxes

$7.02

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$0.00[3]

$0.00

$0.00

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your balance

CLOSING balance 03/08/2006

$2,266.53

Member Number:
date of birth:
eligible service date (for tax):

9783679 08/04/1973 08/11/2004

Compulsory Contributions Tax (15%)

Compulsory Surcharge Tax

insurance premiums

Death and/or permanent disablement

Income protection

amounts withdrawn

Amounts withdrawn

Surcharge figures may relate to more than one financial year and are provided to us by the Australian Taxation Office.

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Surcharge does not apply to superannuation contributions made after 1 July 2005.

This forms part of your exit periodic statement.

$2,250.14

**preservation components of your benefit**

- compulsory preserved amount $2,266.53
- restricted non-preserved amount $0.00
- unrestricted non-preserved amount $0.00

**how has your investment performed**

As at your exit date of **03/08/2006** your superannuation was invested in **LONG-TERM GROWTH** a **HIGH RISK /HIGH GROWTH** option.

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(and the respective month-by-month, since

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2.41% 0.86% 3.21% 0.96%

-2.71% 0.92%

option(s) %

option(s)

Jan Long-Term Growth Feb Long-Term Growth Mar Long-Term Growth Apr Long-Term Growth May Long-Term Growth June Long-Term Growth

July Long-Term Growth Aug Long-Term Growth Sept Long-Term Growth Oct Long-Term Growth Nov Long-Term Growth Dec Long-Term Growth

## how much were you insured for?

2.40% 1.44% 2.71%

-1.28% 2.94% 2.20%

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**or**

---

## if you become permanently disabled

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00 total)

**amount*:** $2,266.53lumpsum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.

## if you die

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00)

**amount*:** $2,266.53 lump sum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.



**if you become temporarily disabled**

This is known as income protection.

**currently eligible:** No
your cover immediately prior to

leaving Health Super

**no. of units:** 0
**amount*:** $0.00 per month for up to 2

years

* if applicable this amount may include defined benefit entitlements.

This forms part of your exit periodic statement.

**your transactions**

deposits into your account
date transaction type source

Investment earnings
03/08/2006 InvestmentEarnings(3)

This forms part of your exit periodic statement.

gross

$23.41

tax net

$23.41

**your transactions**

deductions from your account date transaction type

Fees
01/07/2006 ManagementCosts 03/08/2006 ManagementCosts
SUBTOTAL
TOTAL

source

AccountKeepingFee AccountKeepingFee

gross

-$75.40 $68.38 -$7.02 $16.39

tax

$0.00 $0.00 $0.00 $0.00

net

-$75.40 $68.38 -$7.02 $16.39

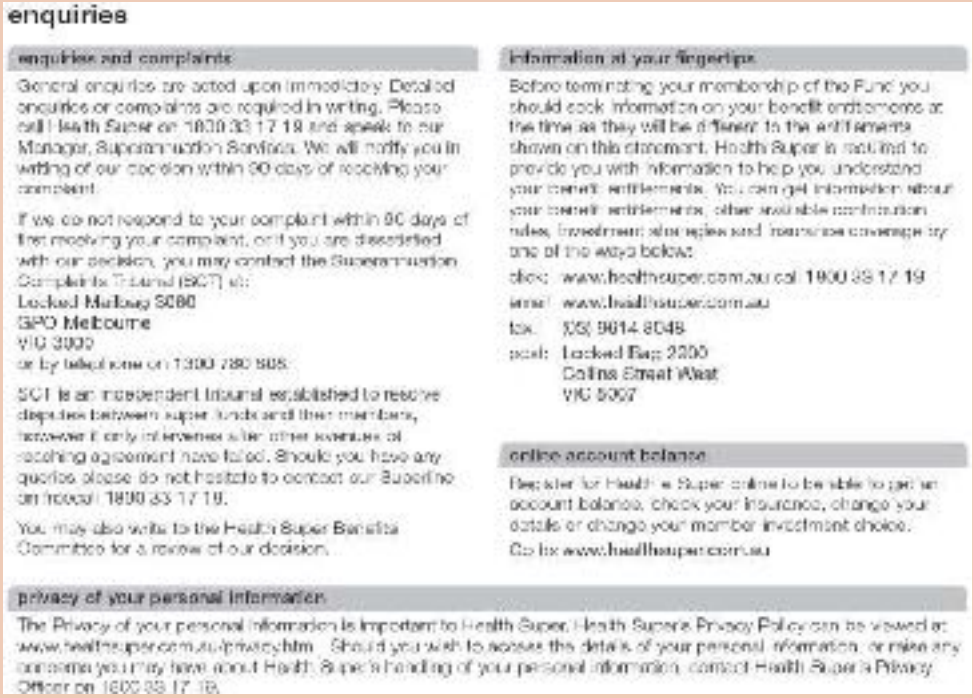
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enquiries

enquiries and complaints

General enquiries are acted upon immediately. Detailed enquiries or complaints are required in writing. Please call Health Super on 1800 33 17 19 and speak to our Manager, Superannuation Services. We will notify you in writing of our decision within 90 days of receiving your complaint.

If we do not respond to your complaint within 90 days of first receiving your complaint, or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:

Locked Mailbag 3080
GPO Melbourne
VIC 3000
or by telephone on 1300 780 808.

SCT is an independent tribunal established to resolve disputes between super funds and their members, however it only intervenes after other avenues of resolving agreement have failed. Should you have any queries please do not hesitate to contact our Superline on (toll free) 1800 33 17 19.

You may also write to the Health Super Executive Committee for a review of our decision.

information at your fingertips

Before terminating your membership of the Fund you should seek information on your benefit entitlements at the time as they will be different to the entitlements shown on this statement. Health Super is required to provide you with information to help you understand your benefit entitlements. You can get information about your benefit entitlements, other available contribution rules, investment objectives and insurance coverage by one of the ways below:

| | |
|---|---|
| web: | www.healthsuper.com.au or call 1800 33 17 19 |
| email: | www.healthsuper.com.au |
| fax: | (03) 9614 8048 |
| post: | Locked Bag 3030<br>Collins Street West<br>VIC 8007 |

online account balance

Register for Health Super online to be able to get an account balance, check your insurance, change your details or change your member investment choice.
Go to www.healthsuper.com.au

privacy of your personal information

The Privacy of your personal information is important to Health Super. Health Super's Privacy Policy can be viewed at www.healthsuper.com.au/privacy.htm. Should you wish to access the details of your personal information, or raise any concerns you may have about Health Super's handling of your personal information, contact Health Super's Privacy Officer on 1800 33 17 19.

This forms part of your periodic exit statement.

**your contributions after this payment**

Any contributions received for your account prior to you leaving Health Super have been paid to you. As such, there are no outstanding contributions.

**your insurance continuation option**

All your insurance cover ceased on the date you exited Health Super. No continuation option is available.

**disclaimer**

These entitlements are based on information currently available about you as at the date of this Statement. Health Super has made every effort to ensure the accuracy of this Statement but cannot accept liability for acts or omissions based on its content. Health Super reserves the right to correct any error or omission. This Statement is subject to the Health Super Trust Deed, any applicable insurance policy and government legislation. Please advise Health Super should any of your personal details appear incorrect. This statement contains general advice. Before acting on such advice, consider your own personal circumstances and Health Super's Product Disclosure Statement or seek appropriately qualified advice. Investment returns fluctuate & past performance is no guarantee of similar future returns. The benefits described are not guaranteed.

**HEALTH SUPER PTY LTD | ABN 97 084 162 489 | AFSL No. 246492|RSE Licence No. L0000482**

This forms part of your exit periodic statement.

Evidence of exit statement in 2006 - payout of one unit of $83000 but I was insured for eight (8)

HEALTH SUPER

27 February 2006

Mr Richard McLean
33 Elmbank Drive

GEYSBOROUGH VIC 3173

Dear Mr McLean

**Health Super Member Number 10410112**

In accordance with your instructions for the payment of your superannuation benefit, we enclose the following:
- an Australian Tax Office PAYG Payment Summary and cheque payable to RICHARD WILLIAM McLEAN for $79,810.47

To assist you in understanding how your benefit has been calculated, we have enclosed a Statement of your Health Super account as at 28/02/2006.

You should read your Health Super Statement and this letter together as they constitute your exit periodic statement, as required under the Corporations Act.

Should you have any further enquiries or would like information about how benefit entitlements are calculated, please refer to your last annual statement or contact us via our Superline on Free call **1800 331 719** between 8.30am - 5.00pm Monday to Friday AEST.

Yours sincerely

Payments Manager
Health Super

email via www.healthsuper.com.au
visit Level 1, 31 Queen Street Melbourne VIC 3000
post Locked Bag 2700 Collins Street West VIC 8007
Health Super Fund

# your
# exit periodic statement

This statement covers the period 19/12/2007 to 28/02/2008

HEALTH SUPER

Mr Richard McLean
58 Elmbank Drive

KEYSBOROUGH VIC 3173

**Member Number:** [illegible]
**Eligible Service Date:** 08/11/2004
**Date of Birth:** 03/04/1970
**TFN Received:** ✓

**your account balance as at 19/12/2007** **$ 0.00**

## summary of deposits
**from 19/12/2007 to 28/02/2008**

**what your employer(s) paid**
Superannuation (SuperMet) [$0]
Additional employer contributions
$ 0.00
$ 0.00

**what you've paid**
Your contributions
Rollovers and transfers
$ 0.00
$83,000.00

**what the government has paid**
Government Co-contributions
$ 0.00

**investment returns (exit)**
Non-portfolio investments
-$6,537.53
Investment returns, tax (on fees, COIC, other) arising on account investment-related loans and other management costs.

## summary of deductions
**from 19/12/2007 to 28/02/2008**

**fees**
Account keeping fee $1.45 per week
Monthly low bal fees
$ 8.70
$ 0.00
Other fees (contribution fee, other management costs)

**insurance premiums**
Death and/or terminal illness cover
Income protection
$ 21.07
$ 12.68

**government taxes**
Compulsory Contribution Tax
Compulsory Surcharge Tax
RESPITE
$ 0.00
$ 0.00
$ 0.00

**amounts withdrawn**
Amounts withdrawn
$ 0.00

**closing balance as at 28/02/2008** **$74,393.47**
Less tax withheld $1,583.00
**net benefit payable** **$72,810.47**

(1) This may include a benefit transfer that is tax free and/or tax by the Health Super Fund on taxable fund. If this amount represents a transfer of a defined benefit amount, then please refer to your Health Super defined benefit statement and explanatory notes for further information.

## how your investment has performed

The table below details your Member Investment Choice option(s) and the respective investment returns that your superannuation has been invested in, month by month, since 01/10/2007.

Monthly returns are declared and then applied to member accounts (2-4 weeks following the month's end). If you cease membership before monthly returns are declared and applied, the last declared monthly return applicable to your investment is applied to your account for the intervening period and to cessation of membership.

| month | option(s) | % | month | option(s) | % |
|---|---|---|---|---|---|
| July | | | January | Long-Term Growth | 0.63% |
| August | | | February | Long-Term Growth | -0.34% |
| September | | | March | | |
| October | | | April | | |
| November | | | May | | |
| December | Long-Term Growth | -0.03% | June | | |

## your preservation status as at 28/02/2008

| | |
|---|---|
| **Compulsory preserved amount** - access when you satisfy a condition of release | $ 0.00 |
| **Restricted non-preserved amount** - access if you leave your job | $ 0.00 |
| **Unrestricted non-preserved amount** - access upon request | $74,393.47 |

## lump sum components of your payment as at 28/02/2008

| | |
|---|---|
| **Taxable component** | |
| Taxed element | $7,368.14 |
| Untaxed element | $ 0.00 |
| **Tax free component** | $67,025.33 |
| **Total amount** | $74,393.47 |

## how much you are insured for as at 28/02/2008

| | |
|---|---|
| Death cover | $ 0.00 |
| Total and Permanent Disability cover | $ 0.00 |
| Income Protection cover (per month up to a max) | $ 0.00 |

## did you know

Your insurance cover (if you die, become permanent or temporarily disabled) will cease from the date you exit Health Super. No confirmation of cover is available. If you wish to apply for insurance once you exit, unless you rejoin. For more information please read our Product Disclosure Statement (PDS) for accumulation members, available to view or download at

www.healthsuper.com.au. The insurance cover shown is based on your personal details known to us as at 28/02/2008 and was subject to the terms and conditions of the relevant insurance policy (including eligibility criteria). If a defined benefit has been transferred to your accumulation account, you may have a further defined benefit entitlement on death or disablement from the defined benefit scheme. Please refer to your defined benefit statement for explanatory notes for details.

deposits to your account

| date | transaction type / source | gross | tax | net |
|---|---|---|---|---|
| Transfers and rollovers | | | | |
| 27/12/2007 | Rollin Health Super - | $80,100.00 | $0.00 | $80,100.00 |
| SUBTOTAL | | $80,100.00 | $0.00 | $80,100.00 |
| Investment earnings | | | | |
| 28/02/2008 | investment earnings | -$8,657.95 | | -$8,657.95 |

## deductions from your account

| date | transaction type / source | gross | tax | net |
|---|---|---|---|---|
| Fees | | | | |
| 1[illegible]/2007 | Management Costs Account/Banking fee | -$40.17 | $0.00 | -$40.17 |
| 28/02/2008 | Management Costs Account/Banking fee | $40.34 | $0.00 | $40.34 |
| SUBTOTAL | | -$14.83 | $0.00 | -$14.83 |
| Insurance Premiums | | | | |
| 1[illegible]/2007 | Death/TPD Insurance Premium | -$21.07 | $0.00 | -$21.07 |
| 1[illegible]/2007 | Income Protection Premium | -$12.68 | $0.00 | -$12.68 |
| SUBTOTAL | | -$33.75 | $0.00 | -$33.75 |
| TOTAL | | $74,398.47 | $0.00 | $71,353.47 |

Evidence my fees reflected eight units of cover at $1.05 per unit.

## other management costs

[illegible] amount has been deducted from your investment and includes all the other management costs that were not paid directly out of your account.

**Other management costs[1]** $ 130.15

## total fees you paid

This approximate amount includes all fees and costs which affected your investment during the period.

**Total Fees[2]** $ 134.53

## [1] additional explanation of other management costs

Other management costs are calculated as at 30 June each year (or the date you cease membership) which depend on a number of factors:

- the cash component in your member investment earnings
- the amount invested in these options
- the duration of the investment
- the timing of contributions, rollovers, withdrawals, and other factors affecting your account balance.

Other management costs do not include operational and transactional costs associated with the buying and selling of underlying investments (for example, brokerage). These costs are deducted from the assets of the Health Super Fund prior to the calculation of returns. Other management costs are costs associated with the administration and investment of your account and are deducted from the Health Super Fund before the calculation of investment returns allocated to members accounts. For the 2015/2016 year an Asset Fee of 0.82% was deducted. In future years the Asset Fee of up to 2.00% p.a. may be charged. For more information about "other management costs" see the Product Disclosure Statement for Accumulation accounts.

## [2] additional explanation of total fees you paid

The total fees you paid includes fees deducted directly from your account (see transaction listing above), excluding any relevant insurance premiums and a notional figure of $ 130.15 of "other management costs" that have been deducted from investment earnings before they were applied to your account. Where any indirect management costs or expenses are not deductible the benefit of any deductible expenses were received through the scheme investment structure with no Contributions Tax Adjustment is made for any deduction for account keeping fees and insurance premiums deducted from your account.

## enquiries and complaints

If you have an enquiry or complaint please contact our Superline on Freecall 1800 331 719. If we are unable to satisfactorily resolve your enquiry or complaint over the phone we may ask you to put your enquiry or complaint in writing. If you make a complaint, we will endeavour to properly consider and deal with your complaint and notify you of our decision in writing within 90 days of receipt of the complaint.

If we do not settle your complaint to your satisfaction within 90 days of first receiving your complaint, or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:

Locked Mail Bag 3060
GPO Melbourne VIC 3001
Telephone: 1300 [illegible]

The SCT is an independent tribunal established to resolve disputes between super funds and their members and/or potential beneficiaries. The SCT only has jurisdiction to deal with a complaint once it has been through the fund's internal dispute resolution process. Should you have any queries please do not hesitate to contact our Superline on Freecall **1800 331 719** between 8:30am-5:00pm Monday to Friday AEST.

## information at your fingertips

Health Super is required to provide you with information to help you understand your benefit entitlements. You can get further information by one of the following ways:

visit: www.healthsuper.com.au
call: **1800 331 719**
email: [illegible]
fax: (03) 9616 [illegible]
post: Locked Bag 3060, Collins St West, VIC 8007

## privacy and your personal information

We collect your personal information for purposes detailed in Privacy Statements in Health Super's Product Disclosure Statement and/or Annual Report we have sent you. To find out more, read our Privacy Policy on www.healthsuper.com.au. If you would like a copy, or if you would like to access or update the personal information we hold about you, please contact Health Super's Privacy Officer on 1800 331 719.

## disclaimer

These entitlements are based on information currently available about you as at the date of this Statement. Health Super has made every effort to ensure the accuracy of this Statement but cannot accept liability for acts or omissions based on its content. Health Super reserves the right to correct any error or omission. This Statement is subject to the Health Super Trust Deed, any applicable insurance policy and government legislation. Please advise Health Super should any of your personal details appear incorrect. This Statement contains general advice. Before acting on any such advice, consider your own personal circumstances and seek appropriately qualified advice.

**HEALTH SUPER PTY LTD | ABN 97 004 862 489 | AFSL No. 246452 | RSE Licence No. L0000462**
**TRUSTEE HEALTH SUPER FUND | ABN 86 293 440 675 | RSE Reg No. R1004813**

Payment summary on 29/02/2008 TPD payout.

# PAYG payment summary

## Superannuation lump sum

Payment summary issued 28/02/2008

Australian Government
Australian Taxation Office

If this is an **AMENDED payment summary** please place X in this box ☐

**PAYEE DETAILS**

Payee's surname or family name: MCLEAN

Payee's given name: RICHARD WILLIAM

Payee's resident address: 33 ELMBANK DRIVE

Suburb / Town / Locality: [illegible]BOLIOH

State / Territory: VIC

Postcode: 3173

Payee's date of birth: 08/04/1973

Date of Payment: 28/02/2008

Payee's tax file number: 192622095

TOTAL TAX WITHHELD: $1,495.00

**Taxable Component**

Taxed Element: $7,265.14

Untaxed Element: $ 0.00

**Tax free Component**: $57,000.00

**Is this a death benefit?**: No

**Type of death benefit**

Invalidity: ☐

Non-dependant: ☐

**PAYER DETAILS**

Payer's name: Health Super

Payer's Australian Business number (ABN) or withholding payer number (WPN): 97 089 182 109

**DECLARATION**

I declare that the information given on this form is complete and correct.

Signature of authorised person

Date: 29/02/2008

The bank cheque for $72810 that was deposited in 2008 for one unit but I was insured for eight.



JPMorgan

BY THE ORDER OF:
JPMC Bank, N.A. ACF Health Super

WE HAVE ISSUED OUR BANK CHEQUE/
INTERNATIONAL DRAFT No. 871863

MAIL TO: RICHARD WILLIAM MCLEAN

BSB:
DATE:
FAVOURING: RICHARD WILLIAM MCLEAN
REFERENCE:
CCNR:
OUR REF:
DRFT: PAYMENT OPERATIONS
PYMT TYPE: ACH PRL METHOD: ELC

JPMorgan

BANK CHEQUE
No. 871863
NO DUPLICATE ISSUED
Date 29-Feb-2008

PAY TO THE ORDER OF: RICHARD WILLIAM MCLEAN

THE SUM OF: Seventy two thousand eight hundred and ten Australian Dollars and 47 Cents

$72,810.47**

Payable through
JPMorgan Chase Bank, N.A. Sydney
ABN 43 071 112 671
APS Licence No. 238987

AUTHORISED SIGNATORY

NOT NEGOTIABLE ACCOUNT PAYEE ONLY

3 August 2006

Mr Richard Mclean 7 Eighth Street EILDON VIC 3713

Dear Mr Mclean

**Health Super Member Number: 9783679**

In accordance with your instructions for the payment of your superannuation benefit, we enclose the following:

☐ an Australian Tax Office ETP Payment Summary and cheque payable to MR R W MCLEAN for $1,779.53

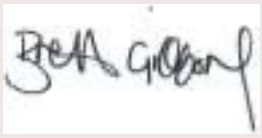
To assist you in understanding how your benefit has been calculated, we have also enclosed your Health Super statement as at 03/08/2006.

You should read your Health Super Statement and this letter together as they constitute your exit periodic statement as required by the Corporations Act.

If you have any further queries, please do not hesitate to contact our Customer Relations Team on **1800 33 17 19**.

Yours sincerely

**Brett Gibbons**
**Customer Relations Manager**



Tax File Number received ✓ email received ✓ beneficiaries provided ☐

your

**Section 1Health Super statement**

Mr Richard McLean 7 Eighth Street EILDON VIC 3713

<Scheme>

OPENING balance 01/07/2006

account type:

**Shelter**

**what's been put in?**

**from 01/07/2006- 03/08/2006**

what your employer(s) paid in

Superannuation Guarantee (SG)

Additional employer contributions

what you've paid in

Combine or amounts transferred in

Your personal contributions

what the Government has paid in

Government Co-Contributions (net)

investment earnings (net)

From your investment choice(s)

$0.00

$0.00 $0.00[1]

$0.00

$0.00

$23.41[2]

**what's been taken out?**

**from 01/07/2006 - 03/08/2006**

Health Super fees

Administration fee

Government taxes

$7.02

$0.00

$0.00[3]

$0.00

$0.00

$0.00

1

2

This may include a benefit transferred in from another section of the Health Super Fund or from an external fund. If part of this amount represents a transfer of a defined benefit amount, then please refer to your Health Super defined benefit statement and explanatory notes for further information.

Investment and asset fees have been deducted from Health Super's investment returns before these returns are credited to your account at the end of the reporting period. These fees are for services provided by professional investment managers of the Health Super Fund, including investment manager fees and costs associated with the purchase, sale and administration of investments. There may also be a fee to cover the general cost of administration. These deductions are borne indirectly by the members of the Health Super Fund and may affect the return to your account. If you would like more information about these fees, contact Health Super on 1800 33 17 19.

your balance

CLOSING balance 03/08/2006

$2,266.53

Member Number:
date of birth:
eligible service date (for tax):

9783679 08/04/1973 08/11/2004

Compulsory Contributions Tax (15%)

Compulsory Surcharge Tax

insurance premiums

Death and/or permanent disablement

Income protection

amounts withdrawn

Amounts withdrawn

Surcharge figures may relate to more than one financial year and are provided to us by the Australian Taxation Office.

3
Surcharge does not apply to superannuation contributions made after 1 July 2005.

This forms part of your exit periodic statement.

$2,250.14

**preservation components of your benefit**

- compulsory preserved amount $2,266.53
- restricted non-preserved amount $0.00
- unrestricted non-preserved amount $0.00

**how has your investment performed**

As at your exit date of **03/08/2006** your superannuation was invested in **LONG-TERM GROWTH** a **HIGH RISK /HIGH GROWTH** option.

The table below details your Member Investment Choice option(s) investment returns) that your superannuation has been invested in, **01/07/2006**.

(and the respective month-by-month, since

%

2.41% 0.86% 3.21% 0.96%

-2.71% 0.92%

option(s) %

option(s)

Jan Long-Term Growth Feb Long-Term Growth Mar Long-Term Growth Apr Long-Term Growth May Long-Term Growth June Long-Term Growth

July Long-Term Growth Aug Long-Term Growth Sept Long-Term Growth Oct Long-Term Growth Nov Long-Term Growth Dec Long-Term Growth

## how much were you insured for?

2.40% 1.44% 2.71%

-1.28% 2.94% 2.20%

The boxes below give details of your insurance cover in the last 60 days prior to leaving Health Super on **03/08/2006**. Your insurance ceased on **03/08/2006** and you do not have the option to continue this insurance cover with Health Super. For more information, read our *Product Disclosure Statement* available at **www.healthsuper.com.au**. If your entitlements include defined benefits then, please refer to your defined benefit statement and explanatory notes.

**or**

---

## if you become permanently disabled

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00 total)

**amount*:** $2,266.53lumpsum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.

## if you die

**currently eligible:** No
your cover immediately prior to

leaving Health Super
**unit/s (cover):** 0 unit(s) ($0.00)

**amount*:** $2,266.53 lump sum ($0.00 + $2,266.53)

* if applicable this amount may include defined benefit entitlements.



**if you become temporarily disabled**

This is known as income protection.

**currently eligible:** No
your cover immediately prior to

leaving Health Super

**no. of units:** 0
**amount*:** $0.00 per month for up to 2

years

* if applicable this amount may include defined benefit entitlements.

This forms part of your exit periodic statement.

**your transactions**

deposits into your account
date transaction type source

Investment earnings
03/08/2006 InvestmentEarnings(3)

This forms part of your exit periodic statement.

gross

$23.41

tax net

$23.41

**your transactions**

deductions from your account date transaction type

Fees
01/07/2006 ManagementCosts 03/08/2006 ManagementCosts
SUBTOTAL
TOTAL

source

AccountKeepingFee AccountKeepingFee

gross

-$75.40 $68.38 -$7.02 $16.39

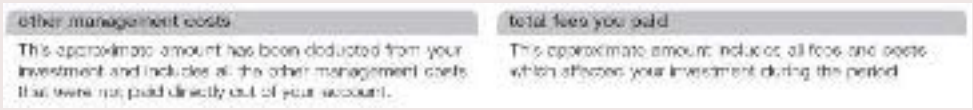
tax

$0.00 $0.00 $0.00 $0.00

net

-$75.40 $68.38 -$7.02 $16.39

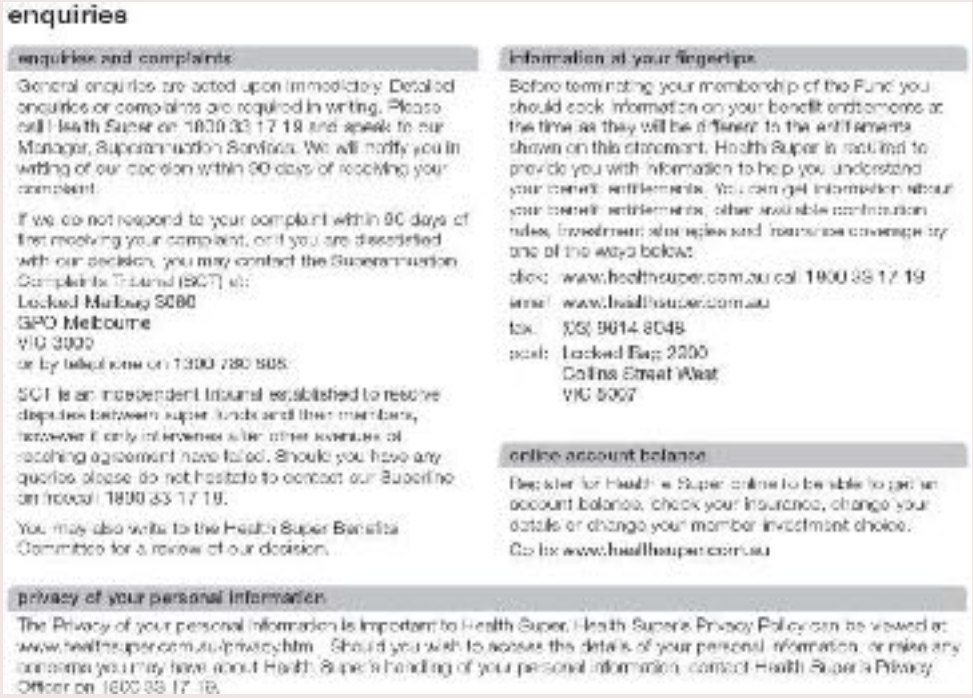
This forms part of your exit periodic statement.




Other management costs $ 1.38[4] Total Fees $ 8.40 [5]




The total fees you paid includes fees deducted directly from your account (see transaction listing above), excluding any relevant insurance premiums, and approximately $ 1.38 of "other management costs" that have been deducted from your investment earnings before they were applied to your account. Where any management costs or expenses are tax deductible the benefit of any deduction is passed onto members through the declared investment returns for each option. Therefore the actual costs charged are net of the tax deduction.



enquiries

enquiries and complaints

General enquiries are acted upon immediately. Detailed enquiries or complaints are required in writing. Please call Health Super on 1800 33 17 19 and speak to our Manager, Superannuation Services. We will notify you in writing of our decision within 90 days of receiving your complaint.

If we do not respond to your complaint within 90 days of first receiving your complaint, or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:
Locked Mailbag 3060
GPO Melbourne
VIC 3000
or by telephone on 1300 780 808.

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You may also write to the Health Super Benefits Committee for a review of our decision.

information at your fingertips

Before terminating your membership of the Fund you should seek information on your benefit entitlements at the time as they will be different to the entitlements shown on this statement. Health Super is required to provide you with information to help you understand your benefit entitlements. You can get information about your benefit entitlements, other available contribution rules, investment objectives and insurance coverage by one of the ways below:

| | |
|---|---|
| web: | www.healthsuper.com.au call 1800 33 17 19 |
| email: | www.healthsuper.com.au |
| fax: | (03) 9614 8048 |
| post: | Locked Bag 3030<br>Collins Street West<br>VIC 8007 |

online account balance

Register for Health e Super online to be able to get an account balance, check your insurance, change your details or change your member investment choice.
Go to www.healthsuper.com.au

privacy of your personal information

The Privacy of your personal information is important to Health Super. Health Super's Privacy Policy can be viewed at www.healthsuper.com.au/privacy.htm. Should you wish to access the details of your personal information, or make any comments you may have about Health Super's handling of your personal information, contact Health Super's Privacy Officer on 1800 33 17 19.

This forms part of your periodic exit statement.

**your contributions after this payment**

Any contributions received for your account prior to you leaving Health Super have been paid to you. As such, there are no outstanding contributions.

**your insurance continuation option**

All your insurance cover ceased on the date you exited Health Super. No continuation option is available.

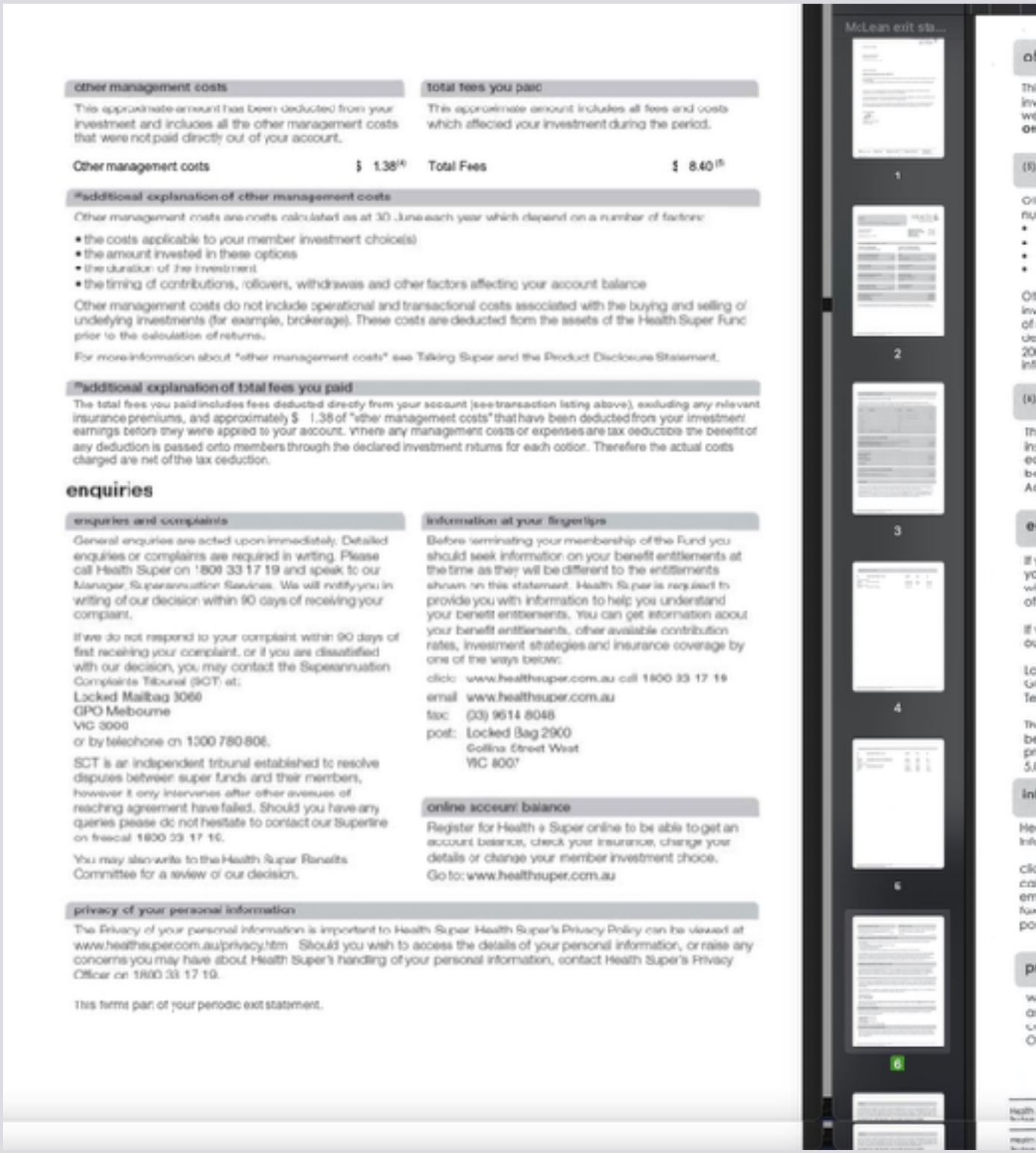
**disclaimer**

These entitlements are based on information currently available about you as at the date of this Statement. Health Super has made every effort to ensure the accuracy of this Statement but cannot accept liability for acts or omissions based on its content. Health Super reserves the right to correct any error or omission. This Statement is subject to the Health Super Trust Deed, any applicable insurance policy and government legislation. Please advise Health Super should any of your personal details appear incorrect. This statement contains general advice. Before acting on such advice, consider your own personal circumstances and Health Super's Product Disclosure Statement or seek appropriately qualified advice. Investment returns fluctuate & past performance is no guarantee of similar future returns. The benefits described are not guaranteed.

**HEALTH SUPER PTY LTD | ABN 97 084 162 489 | AFSL No. 246492|RSE Licence No. L0000482**

This forms part of your exit periodic statement.

My management costs at two different times - compare the fees I paid



**other management costs**

This approximate amount has been deducted from your investment and includes all the other management costs that were not paid directly out of your account.

Other management costs $ 1.38[4]

**total fees you paid**

This approximate amount includes all fees and costs which affected your investment during the period.

Total Fees $ 8.40[5]

**additional explanation of other management costs**

*Other management costs are costs calculated as at 30 June each year which depend on a number of factors:*

- the costs applicable to your member investment choice(s)
- the amount invested in these options
- the duration of the investment
- the timing of contributions, rollovers, withdrawals and other factors affecting your account balance

Other management costs do not include operational and transactional costs associated with the buying and selling of underlying investments (for example, brokerage). These costs are deducted from the assets of the Health Super Fund prior to the calculation of returns.

For more information about "other management costs" see Talking Super and the Product Disclosure Statement.

**additional explanation of total fees you paid**

The total fees you paid includes fees deducted directly from your account (see transaction listing above), excluding any relevant insurance premiums, and approximately $ 1.38 of "other management costs" that have been deducted from your investment earnings before they were applied to your account. Where any management costs or expenses are tax deductible the benefit or any deduction is passed onto members through the declared investment returns for each option. Therefore the actual costs charged are net of the tax deduction.

## enquiries

**enquiries and complaints**

General enquiries are acted upon immediately. Detailed enquiries or complaints are required in writing. Please call Health Super on 1800 33 17 19 and speak to our Manager, Superannuation Services. We will notify you in writing of our decision within 90 days of receiving your complaint.

If we do not respond to your complaint within 90 days of first receiving your complaint, or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:
Locked Mailbag 3060
GPO Melbourne
VIC 3000
or by telephone on 1300 780 808.

SCT is an independent tribunal established to resolve disputes between super funds and their members, however it only intervenes after other avenues of reaching agreement have failed. Should you have any queries please do not hesitate to contact our Superline on freecall 1800 33 17 19.

You may also write to the Health Super Benefits Committee for a review of our decision.

**information at your fingertips**

Before terminating your membership of the Fund you should seek information on your benefit entitlements at the time as they will be different to the entitlements shown on this statement. Health Super is required to provide you with information to help you understand your benefit entitlements. You can get information about your benefit entitlements, other available contribution rates, investment strategies and insurance coverage by one of the ways below:

click: www.healthsuper.com.au call 1800 33 17 19
email www.healthsuper.com.au
fax: (03) 9614 8048
post: Locked Bag 2900
Collins Street West
VIC 8007

**online account balance**

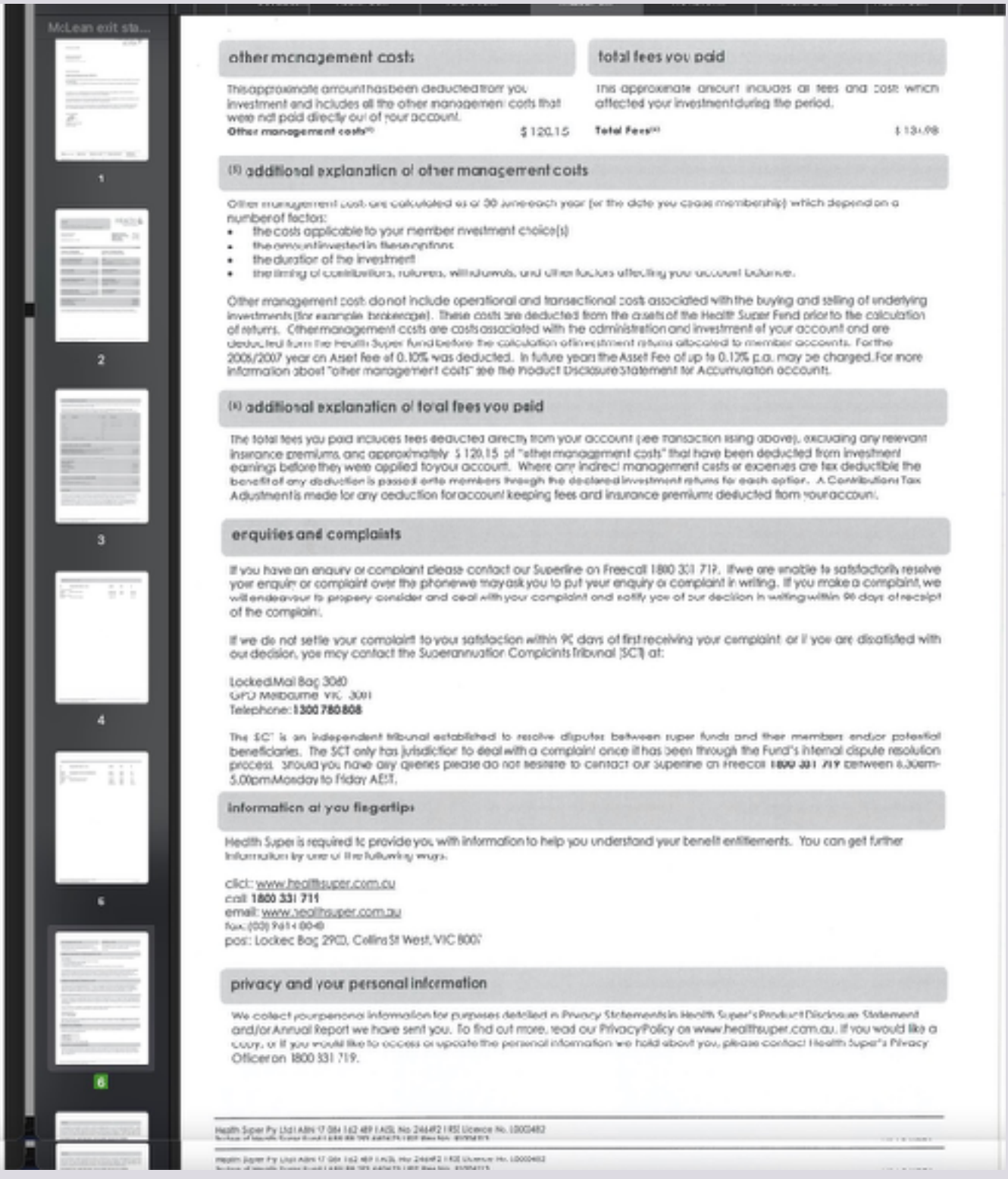
Register for Health e Super online to be able to get an account balance, check your insurance, change your details or change your member investment choice.
Go to: www.healthsuper.com.au

**privacy of your personal information**

The Privacy of your personal information is important to Health Super. Health Super's Privacy Policy can be viewed at www.healthsuper.com.au/privacy.htm Should you wish to access the details of your personal information, or raise any concerns you may have about Health Super's handling of your personal information, contact Health Super's Privacy Officer on 1800 33 17 19.

This forms part of your periodic exit statement.

Management costs $120.15 and fees of $134.98




## other management costs

This approximate amount has been deducted from your investment and includes all the other management costs that were not paid directly out of your account.

**Other management costs(ii)** $120.15

## total fees you paid

This approximate amount includes all fees and costs which affected your investment during the period.

**Total Fees(iii)** $131.98

## (ii) additional explanation of other management costs

Other management costs are calculated as at 30 June each year (or the date you cease membership) which depend on a number of factors:

- the costs applicable to your member investment choice(s)
- the amount invested in these options
- the duration of the investment
- the timing of contributions, rollovers, withdrawals, and other factors affecting your account balance.

Other management costs do not include operational and transactional costs associated with the buying and selling of underlying investments (for example brokerage). These costs are deducted from the assets of the Health Super Fund prior to the calculation of returns. Other management costs are costs associated with the administration and investment of your account and are deducted from the Health Super fund before the calculation of investment returns allocated to member accounts. For the 2006/2007 year an Asset fee of 0.10% was deducted. In future years the Asset Fee of up to 0.12% p.a. may be charged. For more information about "other management costs" see the Product Disclosure Statement for Accumulation accounts.

## (iii) additional explanation of total fees you paid

The total fees you paid includes fees deducted directly from your account (see transaction listing above), excluding any relevant insurance premiums, and approximately $120.15 of "other management costs" that have been deducted from investment earnings before they were applied to your account. Where any indirect management costs or expenses are tax deductible the benefit of any deduction is passed onto members through the declared investment returns for each option. A Contributions Tax Adjustment is made for any deduction for account keeping fees and insurance premiums deducted from your account.

## enquiries and complaints

If you have an enquiry or complaint please contact our Superline on Freecall 1800 331 719. If we are unable to satisfactorily resolve your enquiry or complaint over the phone we may ask you to put your enquiry or complaint in writing. If you make a complaint, we will endeavour to properly consider and deal with your complaint and notify you of our decision in writing within 90 days of receipt of the complaint.

If we do not settle your complaint to your satisfaction within 90 days of first receiving your complaint or if you are dissatisfied with our decision, you may contact the Superannuation Complaints Tribunal (SCT) at:

Locked Mail Bag 3060
GPO Melbourne VIC 3001
Telephone: **1300 780 808**

The SCT is an independent tribunal established to resolve disputes between super funds and their members and/or potential beneficiaries. The SCT only has jurisdiction to deal with a complaint once it has been through the Fund's internal dispute resolution process. Should you have any queries please do not hesitate to contact our Superline on Freecall **1800 331 719** between 8.30am-5.00pm Monday to Friday AEST.

## information at your fingertips

Health Super is required to provide you with information to help you understand your benefit entitlements. You can get further information by one of the following ways.

click: www.healthsuper.com.au
call: **1800 331 711**
email: www.healthsuper.com.au
fax: (03) 9614 0048
post: Locked Bag 2900, Collins St West, VIC 8007

## privacy and your personal information

We collect your personal information for purposes detailed in Privacy Statements in Health Super's Product Disclosure Statement and/or Annual Report we have sent you. To find out more, read our Privacy Policy on www.healthsuper.com.au. If you would like a copy, or if you would like to access or update the personal information we hold about you, please contact Health Super's Privacy Officer on 1800 331 719.


Health Super Pty Ltd ABN 17 084 162 489 | ASL No. 244492 | RSE Licence No. L0002482

Sheena Jack refuses to communicate with me anymore after ruling that I will not be paid income assist and she affirms I will be blocked from the organisation and also rejects giving me 'the investigation' and that I have no lawyer as in opposition to human rights charter for people with a disability




**From: Harriet Wilkinson-Bibicos** hwilkinsonbibicos@hcf.com.au
**Subject:** FW: Response required, Thanks from Dr Rich McLean

**Date:** 7 June 2022 at 12:52 pm
**To:** drrichmcleanwhistleblower@gmail.com

Dear Dr McLean,
I am resending this as I noticed your second email address is spelt incorrectly. Kind regards,
Harriet

**Harriet Wilkinson-Bibicos**

**Executive Assistant to the CEO and Managing Director**

Level 8, 403 George Street Sydney NSW 2000

**M** 0431 834 327
**E** hwilkinsonbibicos@hcf.com.au

**hcf.com.au**

**From:** Sheena Jack
**Sent:** Tuesday, 7 June 2022 10:27 AM
**To:** richarddrawsstuff@gmail.com; drrichmcleanwhistlenlower@gmail.com **Subject:** RE: Response required, Thanks from Dr Rich McLean

Dear Dr McLean,
I refer to your letter and email to me, both dated 2 June 2022.

I can confirm that a full investigation has been undertaken and this has reconfirmed our position.

HCF Life strongly rejects the allegations set out in your letter and maintains its position that your claim under your Income Assist policy was correctly declined.

I understand that this decision is not the answer you wanted, but our decision is final and therefore we can no longer correspond with you on this matter.

Yours sincerely, Sheena Jack

**From:** Rich McLean <
**Sent:** Thursday, 2 June 2022 10:35 AM
**To:** LifeClaims <LifeClaims@hcf.com.au>
**Cc:** Richard McLean <richarddrawsstuff@gmail.com> **Subject:** Response required, Thanks from Dr Rich McLean



CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

ATT: Sheena jack

A response is required by 3pm tomorrow afternoon.

This is not extortion.

It is a forgiving opportunity that will guarantee you personally, a liberation from prosecution in the high court of Australia.

I hope you are well.

Indeed, it is almost unfathomable the extent to which this systemic oppression has vindicated and vilified me.

Bit like a James Bond film!
I look forward to your response.

Hopefully we can move forward in the atonement and forgiveness of your role in the conspiracy to manslaughter, and your exoneration of all responsibility that is your part in the movement, I'm not entirely sure that you were aware of.

Kind Regards,

Dr Mclean

drrichmcleanwhistlenlower@gmail.com

Or

richarddrawsstuff@gmail.com

NBL The conversation with Scott Niven may be used as evidence as well as this email.




02.05.2022.she ena.jac...ess.pdf

02.05.2022.she ena.jac...ess.pdf

AIA refuse to acknowledge the TPD claim of eight units-they know I have no lawyer and I am banned at AFCA

Dr Richard McLean
Emailed to: richarddrawsstuff@gmail.com

Dear Mr McLean

4 May 2022

Claim Number: 25125
Fund: Health Super Pty Ltd
Policy number: MP9875
Re: Your complaint regarding the Total and Permanent Disablement (TPD) benefit amount

We were informed on 26 April 2022 of your complaint regarding the benefit amount paid for your TPD claim.

In this letter, we've set out our understanding of the complaint, how we've investigated your concerns, and the outcome.

If you're not completely satisfied with our response, you're entitled to lodge an additional external complaint with the Australian Financial Complaints Authority (AFCA). AFCA's details are at the bottom of this letter.

The issues you raised

In the complaint dated 26 April 2022, you raised the following issue:

You are of the view that AIA has incorrectly paid your TPD benefit. Specifically, you have noted that AIA paid one unit of TPD cover in the amount of $83,100.00 and consider you were entitled to three units of TPD cover.

Accordingly, you are seeking payment of an additional two units of TPD cover.

Our response

We acknowledge your position that AIA has incorrectly paid your TPD benefit. We have investigated your concern and provide our findings below:

On 21 March 2007, AIA received your claim for a TPD benefit for the medical condition of schizophrenia which was first diagnosed in approximately 1993. An initial assessment of the claim was undertaken on 26 March 2007 and at this time AIA established your date last worked as 2 December 2015.

As part of the assessment process, AIA sought confirmation of your insurance cover from Health Super (the Fund). On 4 April 2007, the Fund confirmed the following:

? You joined the Fund on 8 November 2004.
? You were a member of Division B2 as you joined the Fund after the Policy

commencement date of 1 July 2004.
? You were automatically insured for one unit of Death and TPD insurance cover.

? As of 2 December 2015, the applicable sum insured for your TPD claim was $83,100.00.

In addition, the Group Life (Death & Total and Permanent Disablement) Insurance Policy No. MP 9875 (the Policy) details the insurance cover provided to new members of Division B2 as follows:

? New Members: Division B2

1. Automatic cover

- Members of Division B2 joining the Fund on or after the Policy Commencement Date (“new members”) will be automatically insured for 1 unit of Death and TPD cover.

2. Additional cover: new members working over 20 hours per week

- New members of Division B2 who are gainfully employed for 20 hours or more per week averaged over 3 consecutive months may apply to the Company for additional units (in addition to the automatic cover above) as follows:

a. if aged 59 years or under:

i. Death & TPD cover to a maximum sum insured of $5 million for Death and $2 million for TPD; or,

ii. Death only cover to a maximum sum insured of $5 million; or...

b. if aged between 60 and 69 years: Death only cover to a maximum sum insured of $5 million.

Whilst we acknowledge that the Policy provides opportunity for you to obtain additional units of cover, our records do not indicate that you made an application or had an application approved for additional TPD cover prior to your date last worked of 2 December 2005.

In this regard, we confirm that as of 2 December 2005 you were a new member of Division B2 and held one unit of Death and TPD insurance cover. Accordingly, we maintain the view that AIA has made payment of the correct sum insured amount of $83,100.00 on 19 December 2007.

We understand you may find this outcome disappointing and in the event you have evidence that additional units of TPD cover were approved and provided to you, we encourage you to send this information to us so we can reconsider our position.

If you need more information

You may request a copy of any documents and information we've relied on in investigating your complaint. Let us know, and we'll respond to your request within ten business days.

If for some reason we can't provide the information, we'll let you know in writing within ten business days and provide an explanation. We'll also let you know what you can do if you disagree.



Your right to lodge an external complaint

If you are not satisfied with our final response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Mail: Australian Financial Complaints Authority GPO Box 3

Melbourne VIC 3001

Time limits may apply to complain to the AFCA and so you should act promptly. To find out more about any time limits you can refer to the AFCA websites noted above.

If you have any questions, please contact us at your earliest convenience by emailing au.customerresolutions@aia.com.

Kind Regards,

M Clark

Michael Clark
Senior Customer Resolution Specialist AIA Australia

3

***Hang on Michael…don't you know I am banned at AFCA?***

The coin forge take money out of my account and then refuse to pay me $50000 that I won. Bendigo bank refund the fraudulent transactions of about $8000 but $19500 remain. Some was refunded - but not all. How is this possible? They too know I am banned at AFCA



**From: Rich McLean** rich@richmclean.com.au **Subject:** Fwd: Your Casino Account

**Date:** 17 September 2020 at 3:17 pm
**To:** seddonmailbox@bendigoadelaide.com.au

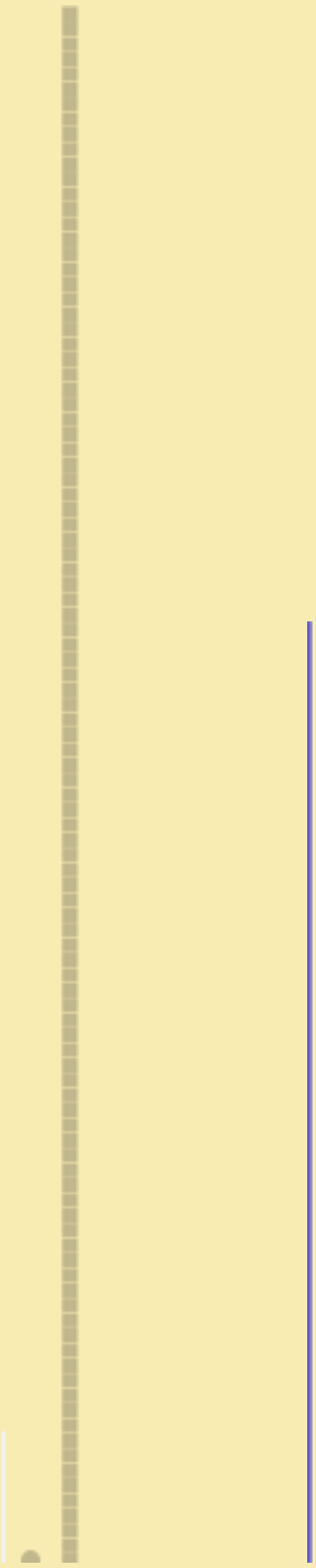
**Cc:** Rich McLean rich@richmclean.com.au

FYI
This has happened on numerous occasions - whereby I deposit, it does not go there and they say it is the banks problem. Am I able to re-claim all of my deposits to the coin forge please? It is about $5000 I can come in and sign.
Please let me know next steps.
Thanks

Rich McLean:

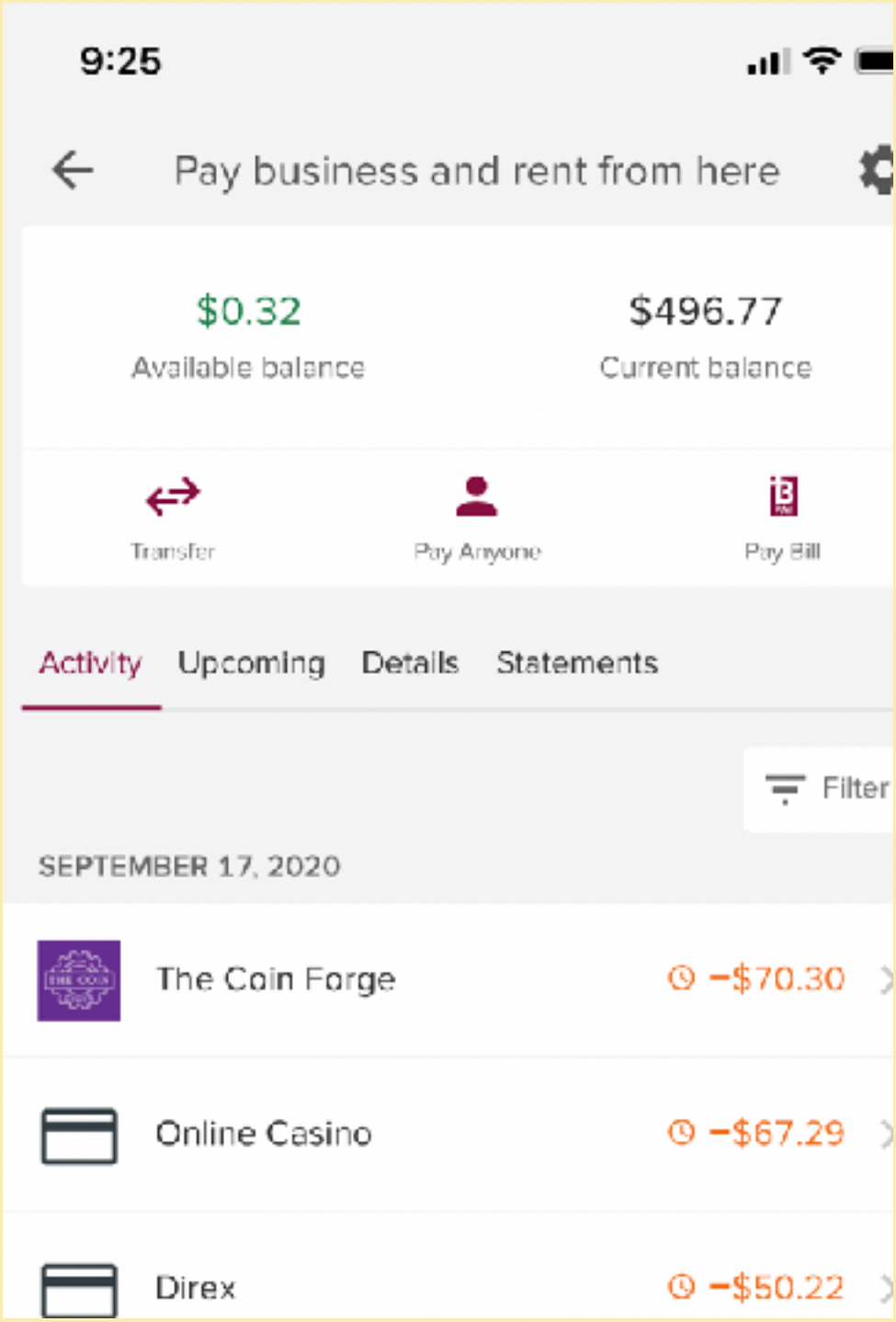
- Doctor of Philosophy Research Student,
- Victoria University, Melbourne.
- PH : (+61) 0400 639 248
- rich@richmclean.com.au
  NDIS Provider, Arts-Life-Coach, Artist, Illustrator, Author, PhD Researcher, Advocate/ Public Speaker.
  www.richmclean.com.au
  I acknowledge the Indigenous people as the Traditional Custodians of the lands where we live, learn and work.
  Begin forwarded message:
  From: Rich McLean <rich@richmclean.com.au> Subject: Re: Your Casino Account

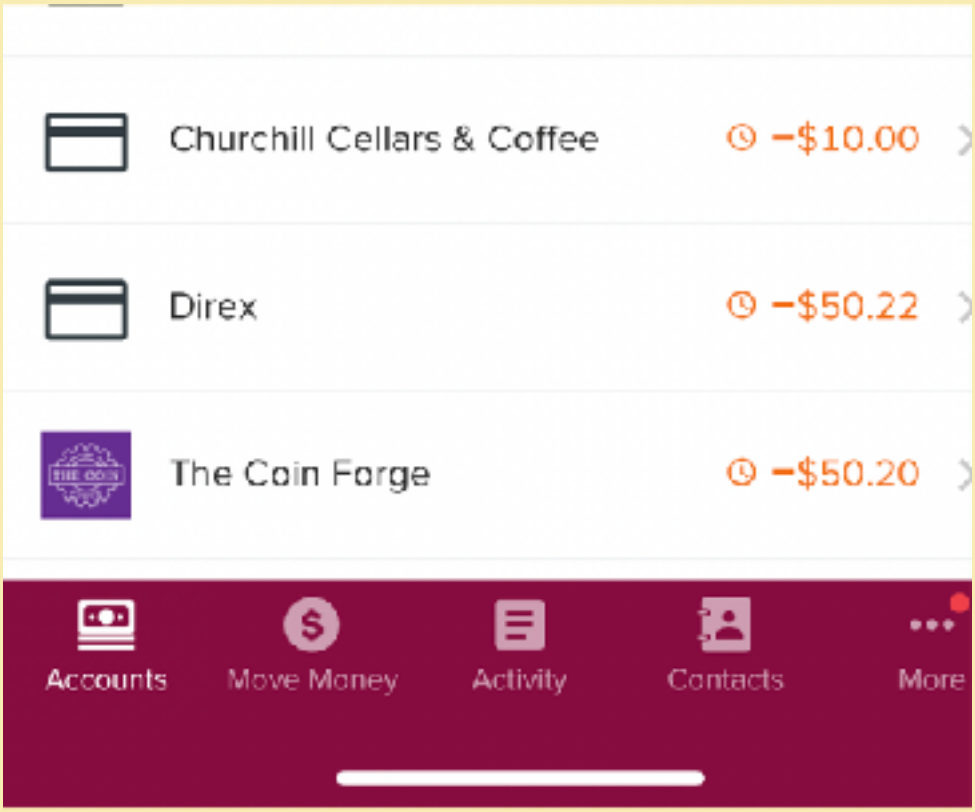
Date: 17 September 2020 at 2:50:35 pm AEST To: Support <support@wagerbeat.com>
Is the coin forge you?
If so it has come out of my account Please deposit it immediately
Rich McLean
Registered NDIS Provider | Arts-Life-Coach | Artist | PhD Researcher | Victoria University
Discover my art & work @ www.richmclean.com.au
Call me on +61 400639248
Email me at rich@richmclean.com.au
I acknowledge the Indigenous people as the traditional custodians of the land where we live, learn & work.
This email sent from my iPhone
On 17 Sep 2020, at 2:49 pm, Rich McLean <rich@richmclean.com.au> wrote: It WAS successful
It came out of my account
I demand you refund me the money



I demand you refund me the money <image0.png>




9:25
Pay business and rent from here
$0.32
Available balance
$496.77
Current balance
Transfer
Pay Anyone
Pay Bill
Activity
Upcoming
Details
Statements
Filter
SEPTEMBER 17, 2020
The Coin Forge
−$70.30
Online Casino
−$67.29
Direx
−$50.22


Churchill Cellars & Coffee
−$10.00
Direx
−$50.22
The Coin Forge
−$50.20
Accounts
Move Money
Activity
Contacts
More



Rich McLean
Registered NDIS Provider | Arts-Life-Coach | Artist | PhD Researcher | Victoria University
Discover my art & work @ www.richmclean.com.au
Call me on +61 400639248
Email me at rich@richmclean.com.au

I acknowledge the Indigenous people as the traditional custodians of the land where we live, learn & work.

This email sent from my iPhone

On 17 Sep 2020, at 2:34 pm, Support <support@wagerbeat.com> wrote:

##- Please type your reply above this line -##

---

**Customer Support Team** (_)



Sep 17, 2020, 4:33 AM UTC

Hello Richard,
We hope this email finds you well.

We have checked the transaction made on 2020-09-16 23:23:56 GMT for a deposit of 70.00 AUD and it shows that it was not successful..

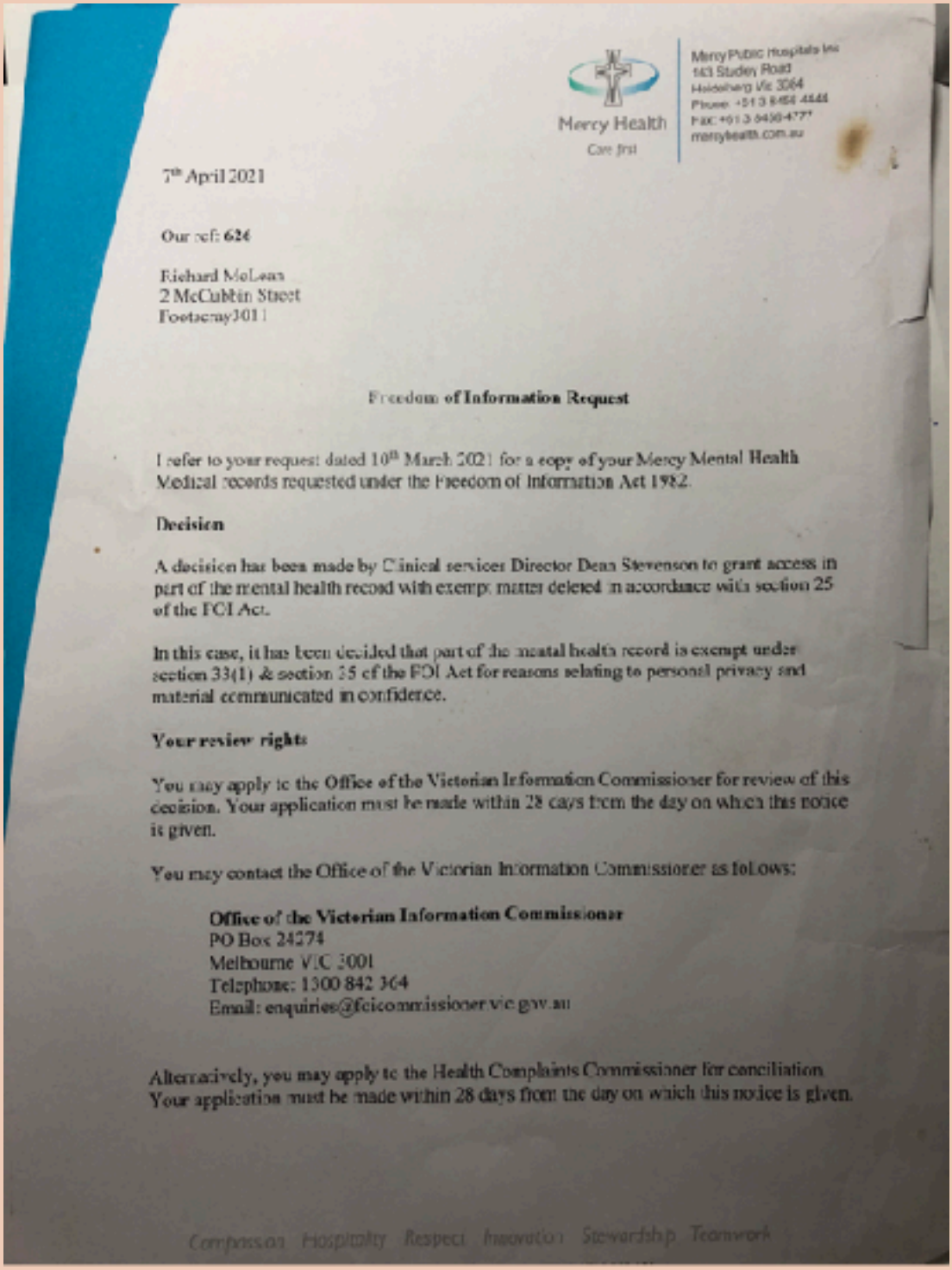
We would suggest to contact the bank regarding this matter so they can further check this for you.

Please do not hesitate to contact us should you have a different concern, we're just here 24/7.

Best Regards,
Customer Support Team
* Please visit us and bookmark our new address to keep enjoying our great games: bit.ly/WABISP

[XZVXPY-GG4D]

I am rejected some of my FOI from mercy health covering up the suicide and my treatment and it still is today



Mercy Health
Care first

Mercy Public Hospitals Inc
163 Studley Road
Heidelberg Vic 3084
Phone: +613 8458 4444
Fax: +613 8458 4777
mercyhealth.com.au

7th April 2021

Our ref: 624

Richard McLean
2 McCubbin Street
Footscray3011

**Freedom of Information Request**

I refer to your request dated 10th March 2021 for a copy of your Mercy Mental Health Medical records requested under the Freedom of Information Act 1982.

**Decision**

A decision has been made by Clinical services Director Dean Stevenson to grant access in part of the mental health record with exempt matter deleted in accordance with section 25 of the FOI Act.

In this case, it has been decided that part of the mental health record is exempt under section 33(1) & section 35 of the FOI Act for reasons relating to personal privacy and material communicated in confidence.

**Your review rights**

You may apply to the Office of the Victorian Information Commissioner for review of this decision. Your application must be made within 28 days from the day on which this notice is given.

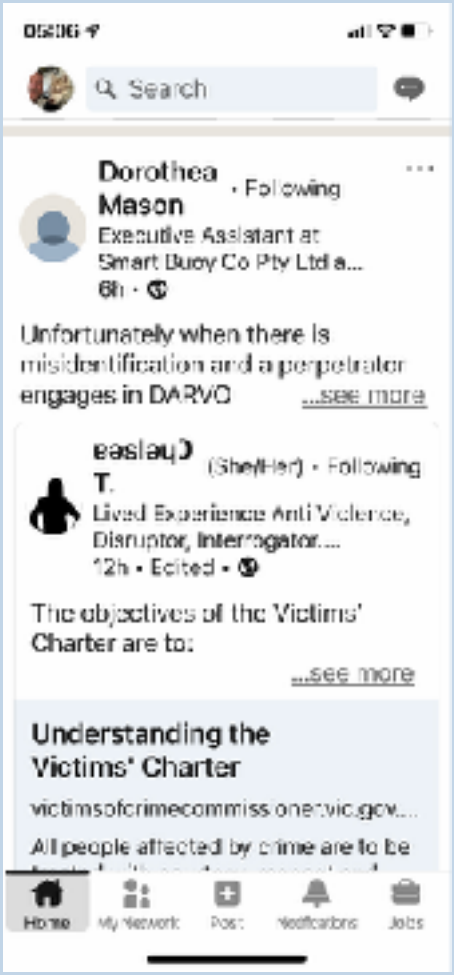
You may contact the Office of the Victorian Information Commissioner as follows:

**Office of the Victorian Information Commissioner**
PO Box 24274
Melbourne VIC 3001
Telephone: 1300 842 364
Email: enquiries@ficommissioner.vic.gov.au

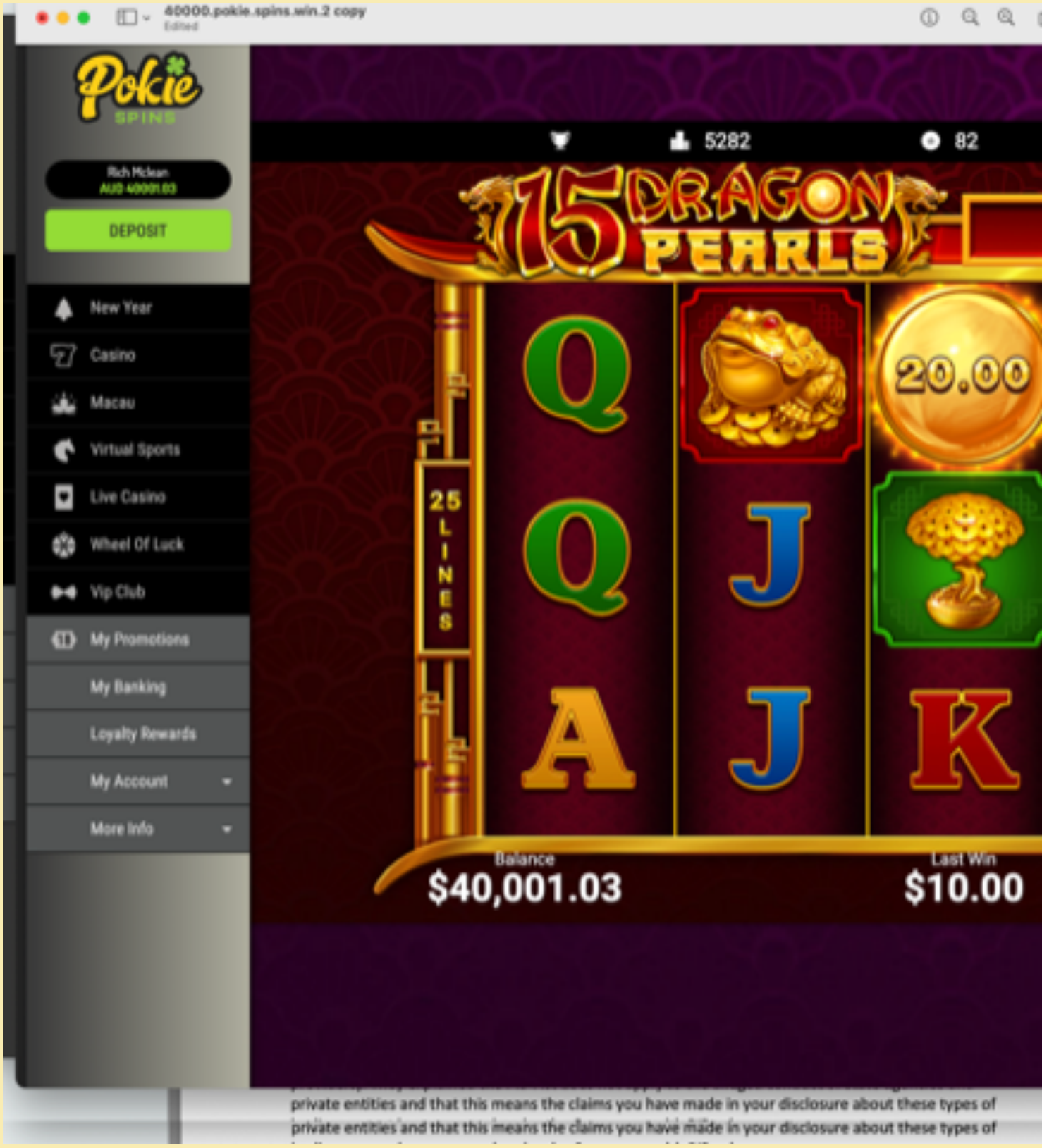
Alternatively, you may apply to the Health Complaints Commissioner for conciliation. Your application must be made within 28 days from the day on which this notice is given.

Compassion Hospitality Respect Innovation Stewardship Teamwork

I read from another whistleblower how ‘DARVO’ is deployed blaming the victim. I am further rejected from the Victims of Crime Commissioner



Thats weird I just maybe imagined I won $40000 and Bendigo bank refused to investigate it.



SUPERANNUATION WAS SUPPOSED TO BE PAID FOR A PERSON WORKING FOR THE NDIS by CSC

Australian Government
Australian Taxation Office

# Superannuation Standard choice form

For use by employers when offering employees a choice of fund and by employees to advise their employer of their chosen fund.

## Section A: Employee to complete

**1 Choice of superannuation (super) fund**

**I request that all my future super contributions be paid to:** (place an X in one of the boxes below)

- The APRA fund or retirement savings account (RSA) I nominate [ ] Complete items 2, 3 and 5
- The self managed super fund (SMSF) I nominate [ ] Complete items 2, 4 and 5
- The super fund nominated by my employer (in section B) [X] Complete items 2 and 5

**2 Your details**

Name: RICHARD WILLIAM MCVEAN

Employee identification number (if applicable):

Tax file number (TFN): 192 652 045

You do not have to quote your TFN but if you do not provide it, your contributions may be taxed at a higher rate. Your TFN also helps you keep track of your super and allows you to make personal contributions to your fund.

**3 Nominating your APRA fund or RSA**

You will need current details from your APRA regulated fund or RSA to complete this item.

Fund ABN:

Fund name:

Fund address:

Suburb/town: State/territory: Postcode:

Fund phone:

Unique superannuation identifier (USI):

Your account name (if applicable):

Your member number (if applicable):

**Required documentation**

You need to attach a letter from your fund stating that they are a complying fund and that they will accept contributions from your employer. Correct information about your super fund is needed for your employer to pay super contributions.

NAT 13080-08.2014

**Sensitive** (when completed)

## 4 Nominating your self-managed super fund (SMSF)

You will need to contact details from your SMSF trustee to complete this item.

Fund ABN

Fund name

Fund address

Suburb/town | State/territory | Postcode

Fund phone

Fund electronic service address (ESA)

Fund bank account

BSB code (please include all six numbers) | Account number

### Required documentation

You need to attach a document confirming the SMSF is an ATO regulated super fund. You can locate and print a copy of the compliance status for your SMSF by searching using the ABN or fund name in the Super Fund Lookup service at http://superfundlookup.gov.au/

If you are the trustee, or a director of the corporate trustee you can confirm that your SMSF will accept contributions from your employer by making the following declaration (place an 'X' in the box below):

☐ I am the trustee, or a director of the corporate trustee of the SMSF and I declare that the SMSF will accept contributions from my employer.

If you are not the trustee, or a director of the corporate trustee of the SMSF then you must attach a letter from the trustee confirming that the fund will accept contributions from your employer.

## 5 Signature and date

If you have nominated your own fund in item 3 or 4, check that you have attached the required documentation and then place an 'X' in the box below.

☒ I have attached the relevant documentation

Signature

Date
Day / Month / Year
1 5 / 0 5 / 2 0 1 6

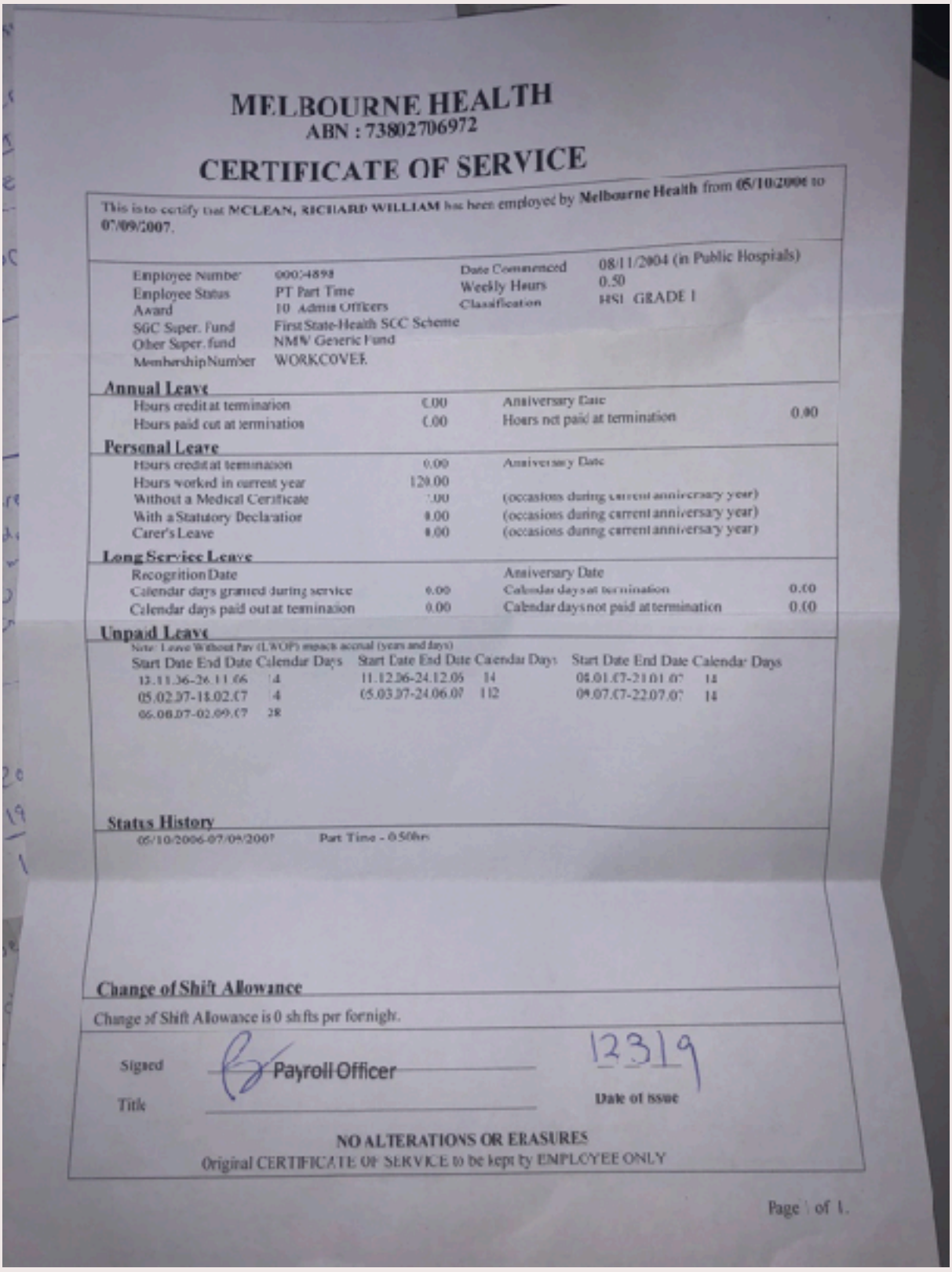
Return the completed form to your employer as soon as possible.

Print form | Reset form



**Sensitive** (when completed)

My certificate of service from NWAMHS - ‘workcover’ is under my ‘membership number’ but I never received workcover in 2004 just like now in 2021, 22 and 23.



# MELBOURNE HEALTH
ABN : 73802706972

## CERTIFICATE OF SERVICE

This is to certify that **MCLEAN, RICHARD WILLIAM** has been employed by **Melbourne Health** from **05/10/2006** to **07/09/2007**.

| | | | |
|---|---|---|---|
| Employee Number | 0003489[illegible] | Date Commenced | 08/11/2004 (in Public Hospitals) |
| Employee Status | PT Part Time | Weekly Hours | 0.50 |
| Award | 10 Admin Officers | Classification | HSI GRADE 1 |
| SGC Super. Fund | First State-Health SCC Scheme | | |
| Other Super. fund | NMW Generic Fund | | |
| Membership Number | WORKCOVER | | |

**Annual Leave**

| | | | |
|---|---|---|---|
| Hours credit at termination | 0.00 | Anniversary Date | |
| Hours paid out at termination | 0.00 | Hours not paid at termination | 0.00 |

**Personal Leave**

| | | | |
|---|---|---|---|
| Hours credit at termination | 0.00 | Anniversary Date | |
| Hours worked in current year | 120.00 | | |
| Without a Medical Certificate | 0.00 | (occasions during current anniversary year) | |
| With a Statutory Declaration | 0.00 | (occasions during current anniversary year) | |
| Carer's Leave | 0.00 | (occasions during current anniversary year) | |

**Long Service Leave**

| | | | |
|---|---|---|---|
| Recognition Date | | Anniversary Date | |
| Calendar days granted during service | 0.00 | Calendar days at termination | 0.00 |
| Calendar days paid out at termination | 0.00 | Calendar days not paid at termination | 0.00 |

**Unpaid Leave**

Note: Leave Without Pay (LWOP) impacts accrual (years and days)

| Start Date | End Date | Calendar Days | Start Date | End Date | Calendar Days | Start Date | End Date | Calendar Days |
|---|---|---|---|---|---|---|---|---|
| 13.11.06 | 26.11.06 | 14 | 11.12.06 | 24.12.06 | 14 | 08.01.07 | 21.01.07 | 14 |
| 05.02.07 | 18.02.07 | 14 | 05.03.07 | 24.06.07 | 112 | 09.07.07 | 22.07.07 | 14 |
| 06.08.07 | 02.09.07 | 28 | | | | | | |

**Status History**

05/10/2006-07/09/2007 Part Time - 0.50hrs

**Change of Shift Allowance**

Change of Shift Allowance is 0 shifts per fornigh.

Signed Payroll Officer

Title

12319

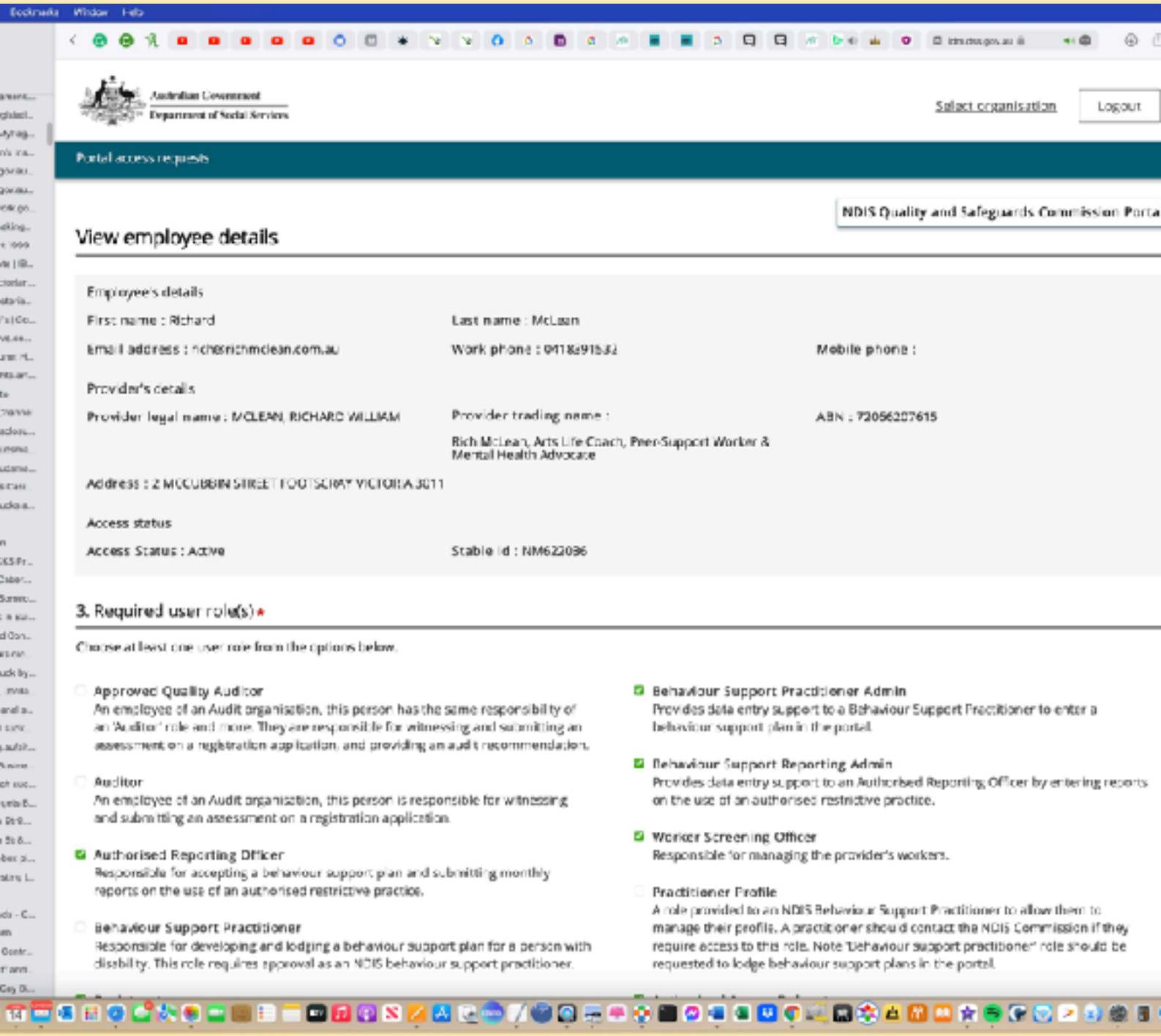
Date of Issue

**NO ALTERATIONS OR ERASURES**

Original CERTIFICATE OF SERVICE to be kept by EMPLOYEE ONLY

Page 1 of 1.

THIS IS MY EMPLOYEE DETAILS ON THE AUSTRALIAN GOVERNMENT WEBSITE. My current workcover is rejected because I am not an ‘employee’ for the purpose of the SRC act. Rubbish it clearly states on the ndis commission website a worker can be a sole trader contractor or volunteer. A



Thats a shame Work safe banned me. I could have used their help. The old boss at worksafe Victoria was the same person that rejected my claim later on at Comcare. Thats called corruption. I was only legislated to work within Victoria so my claim is not a comcare issue it is with work safe.

1 Malop Street Geelong VIC 3220
PO Box 279 Geelong VIC 3220
Telephone 1800 136 089 Fax 03 4243 9321
www.worksafe.vic.gov.au

4 August 20220

Richard McLean
2 McCubbin Street Footscray VIC 3011

Dear Mr McLean,
I am writing about your complaint concerns regarding lodging a WorkCover claim.

I have listened to the recording of the telephone call you made to this office on 1 August 2022. On the recording, you can be heard making abusive and insulting comments to our Advisor who took your call, despite being asked on a number of occasions to stop. WorkSafe takes such behaviour seriously, we have a zero tolerance approach of abuse, threats, intimidation or harassment of our staff. WorkSafe advises that your behaviour poses an unacceptable risk to the safety and wellbeing of our staff and organisation.

We expect our officers to treat you with courtesy and respect. We expect this courtesy to be returned.

I can hear on the recording that you are frustrated with the actions and the time our office needs to consider your complaint. However, if you continue to speak to our officers in this way, we may have to limit your contact with us to email contact in future.

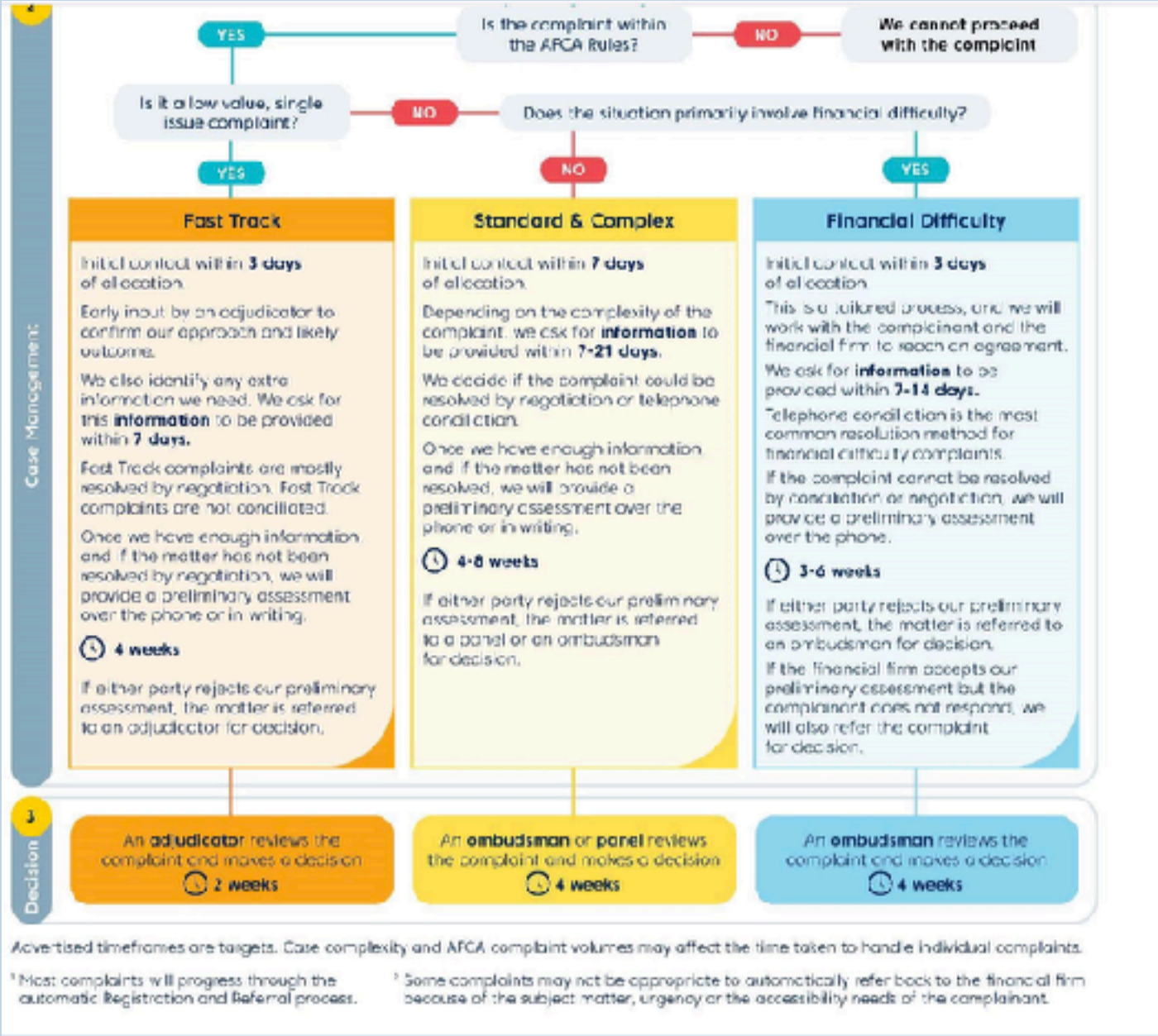
I have spoken with the advisor handling your case. He is currently making enquiries about your complaint and will contact you when he has more information.

Yours sincerely

Luke

Manager
Centralised Complaints Team WorkSafe Victoria

AFCA HAD ONLY FOUR WEEKS TO MAKE A DETERMINATION FOR A MARGINALISED PERSON MINE TOOK OVER A YEAR AND A HALF - I threatened to call them out on it - so they banned me. What democratic citizen gets his rights withheld costing millions from a government statutory agency designed to assist with money issues?




Advertised timeframes are targets. Case complexity and AFCA complaint volumes may affect the time taken to handle individual complaints.

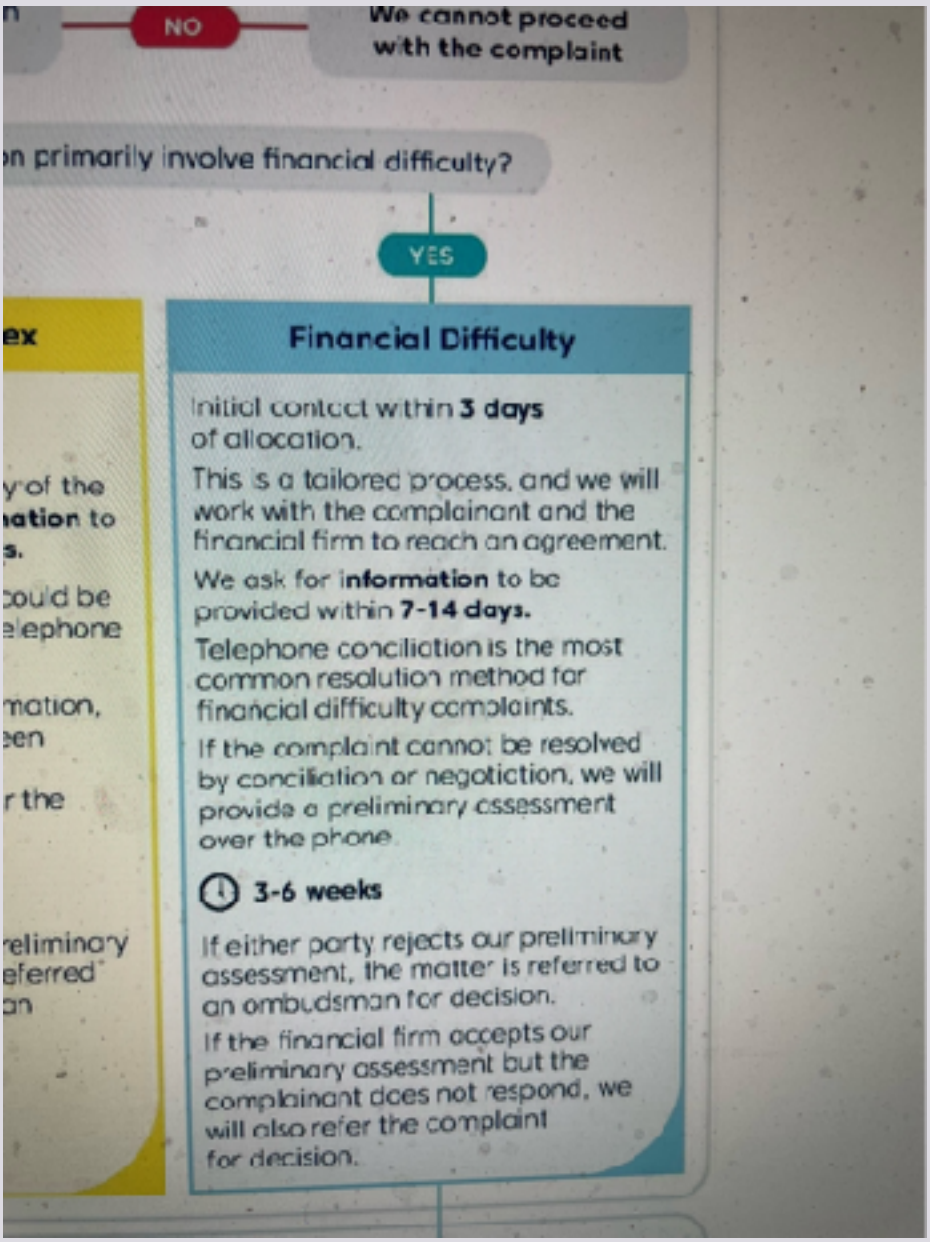
[1] Most complaints will progress through the automatic Registration and Referral process.

[2] Some complaints may not be appropriate to automatically refer back to the financial firm because of the subject matter, urgency or the accessibility needs of the complainant.

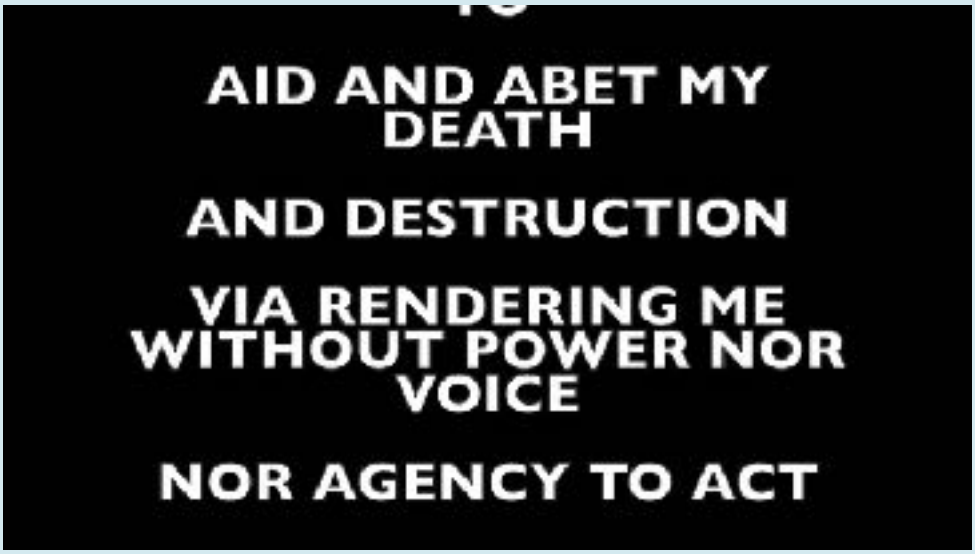
Thats weird I can't seem to send a crime report to police.



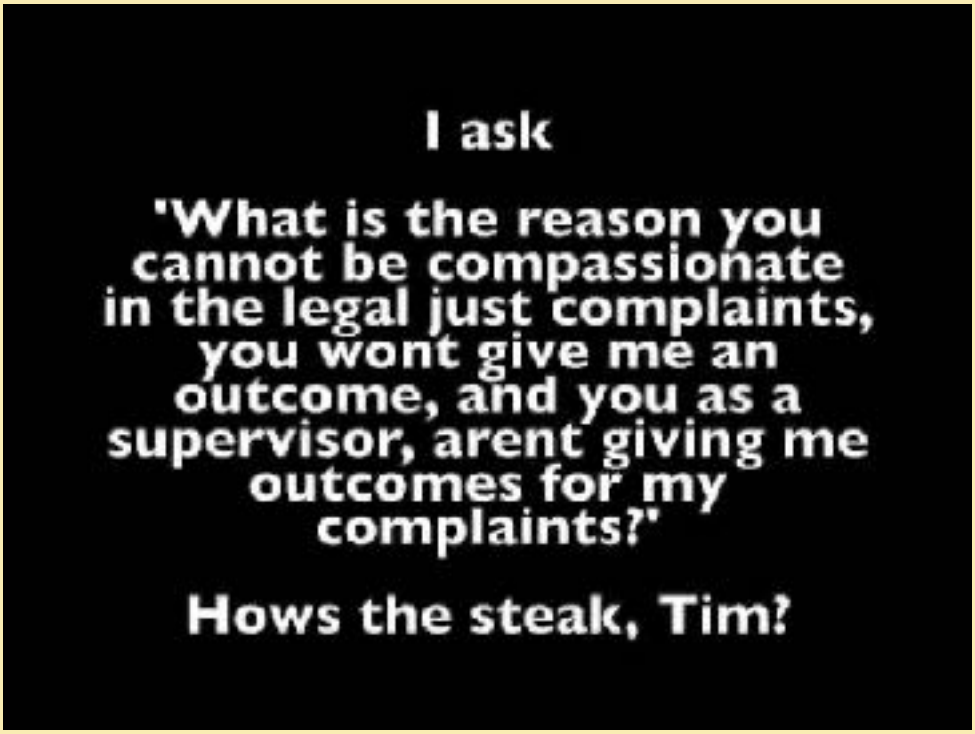
3-6 weeks for an outcome, but mine took over a year and a half



Police have looked up Steve iasonidis and know hes my former partner - here footscray police refuse to act.

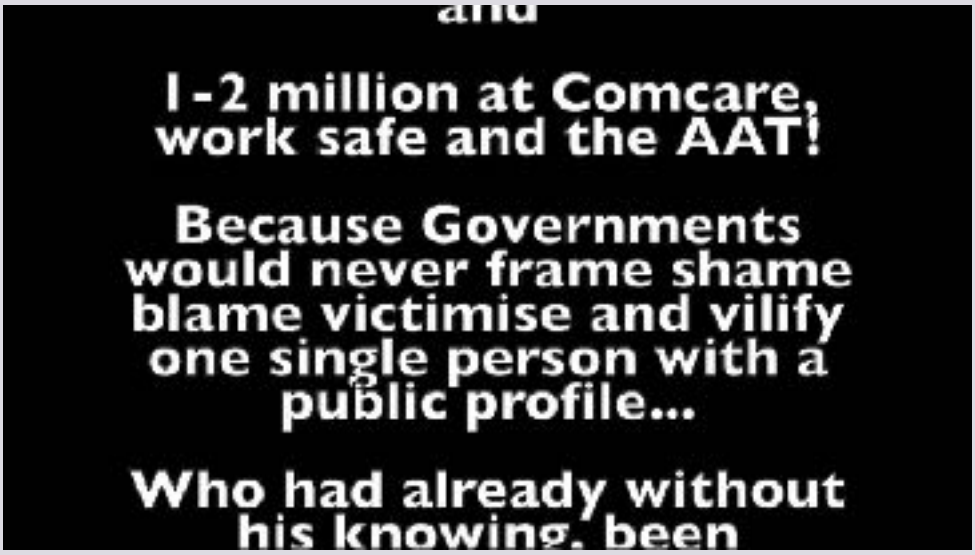


Tim Gos of afca absolutely is guilty of conspiracy to pervert the course of justice. Here he is with an immense amount of audacity that he is untouchable... and he denies me my overdue settlements.

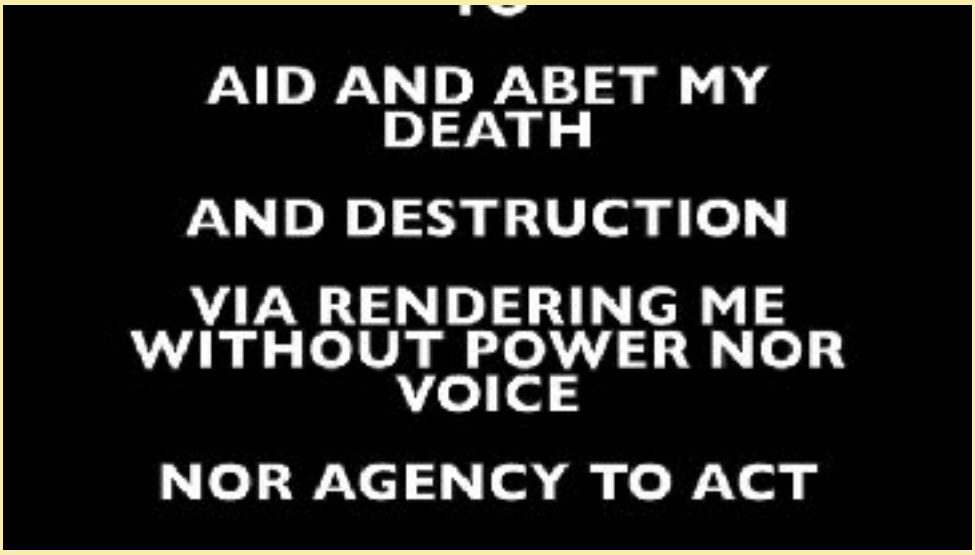


The moment  that Liz Lindsberg from AHRC drops the $1.5 million dollar bomb on me that the ‘impartial’ dispute that was scheduled at AHRC was now cancelled and that TAL - the insurer have said they wont attend. In time I could have used that TPD and income assist with my brain detriment. I sent this to finance minister Birmingham at finance.gov.au for the CDDC scheme and was rejected.

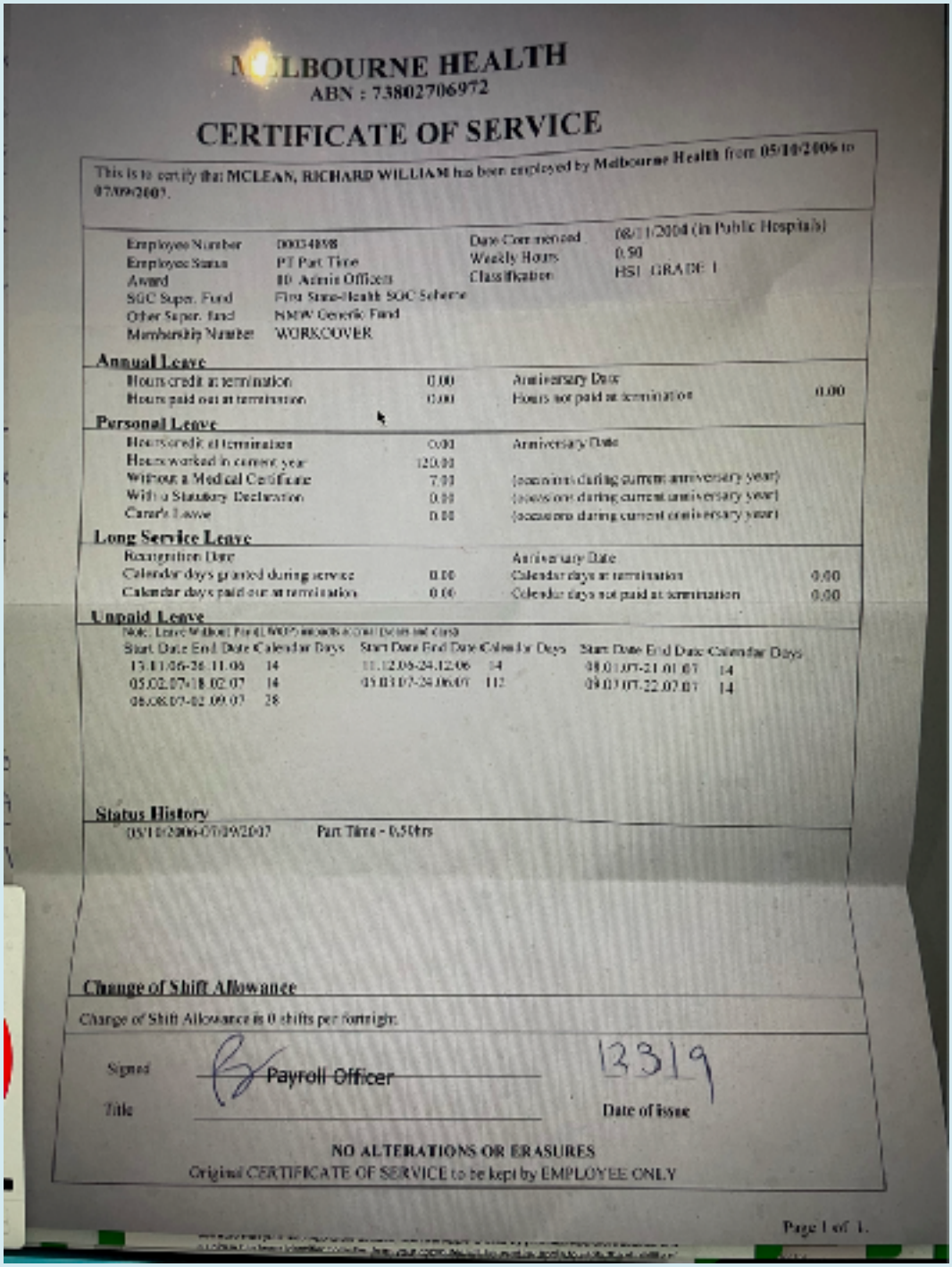



and
1-2 million at Comcare, work safe and the AAT!
Because Governments would never frame shame blame victimise and vilify one single person with a public profile...
Who had already without his knowing, been

I call Footscray Cops for the purpose of reporting the conspiracy and my injustice and give them a serve



Melbourne Health CERTIFICATE OF SERVICE



MELBOURNE HEALTH
ABN : 73802706972

# CERTIFICATE OF SERVICE

This is to certify that MCLEAN, RICHARD WILLIAM has been employed by Melbourne Health from 05/10/2006 to 07/09/2007.

| | | | |
|---|---|---|---|
| Employee Number | 00034898 | Date Commenced | 08/11/2004 (in Public Hospitals) |
| Employee Status | PT Part Time | Weekly Hours | 0.50 |
| Award | HO Admin Officers | Classification | HSI GRADE 1 |
| SGC Super. Fund | First State Health SGC Scheme | | |
| Other Super. fund | NSW Generic Fund | | |
| Membership Number | WORKCOVER | | |

**Annual Leave**

| | | | |
|---|---|---|---|
| Hours credit at termination | 0.00 | Anniversary Date | |
| Hours paid out at termination | 0.00 | Hours not paid at termination | 0.00 |

**Personal Leave**

| | | |
|---|---|---|
| Hours credit at termination | 0.00 | Anniversary Date |
| Hours worked in current year | 120.00 | |
| Without a Medical Certificate | 7.00 | (occasions during current anniversary year) |
| With a Statutory Declaration | 0.00 | (occasions during current anniversary year) |
| Carer's Leave | 0.00 | (occasions during current anniversary year) |

**Long Service Leave**

| | | | |
|---|---|---|---|
| Recognition Date | | Anniversary Date | |
| Calendar days granted during service | 0.00 | Calendar days at termination | 0.00 |
| Calendar days paid out at termination | 0.00 | Calendar days not paid at termination | 0.00 |

**Unpaid Leave**

Note: Leave Without Pay (LWOP) amounts do not include Days not Paid

| Start Date | End Date | Calendar Days | Start Date | End Date | Calendar Days | Start Date | End Date | Calendar Days |
|---|---|---|---|---|---|---|---|---|
| 15.11.06 | 26.11.06 | 14 | 11.12.06 | 24.12.06 | 14 | 08.01.07 | 21.01.07 | 14 |
| 05.02.07 | 18.02.07 | 14 | 05.03.07 | 24.06.07 | 112 | 09.07.07 | 22.07.07 | 14 |
| 06.08.07 | 02.09.07 | 28 | | | | | | |

**Status History**

05/10/2006-07/09/2007 Part Time - 0.50hrs

**Change of Shift Allowance**

Change of Shift Allowance is 0 shifts per fortnight.

Signed Payroll Officer

Title

13/9

Date of issue

NO ALTERATIONS OR ERASURES
Original CERTIFICATE OF SERVICE to be kept by EMPLOYEE ONLY

Page 1 of 1.

THE HEALTH SUPER WELCOME PACK STATES YOU CAN DESIGN YOUR OWN SIUPER I CHOSE EIGHT UNIUTS OF COVER





# product disclosure statement

Prepared 31 May 2004

call click post

**1800 33 17 19 www.healthsuper.com.au** 697 Burke Road (Locked Bag 27)



## remember super is a long-term investment

If you leave Health Super within a few years of joining, it is possible you may get back less than the amount of contributions paid because of the investment returns earned and fees deducted. It pays to think

long-term, and to look at your investment choice (see pages 22 and 23).

need to know more?

*Securing your lifestyle*

contents

**about**

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your account type
your new account features preservation
leaving your job

**what gets put into your account?**

salary sacrifice
personal contributions combining your super returns by investment choice

**what gets taken out of your account?**

Health Super fees
Government taxes
death and disablement premiums income protection premiums

**contact**

complaints privacy policy

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32-33 34-35 42-43 44-45

cover cover



Have a read of the section on your account. If you have any further questions about Health Super, please contact us (see our contact details on the back of this booklet).

When asking for further information, Health Super will provide all the information required to assist you in making an informed assessment about the investment performance, management and financial condition of the Fund.

listening to you

We aim to provide you with the highest quality products and services. See page 57 to see how we handle your enquiries and complaints, and resolve disputes.

about your new super account

**Product Disclosure Statement for Health Super**

This booklet was prepared on the 31 May 2004 as the *Product Disclosure Statement* for Health Super. It sets out all the main features of Health Super. The date you join is provided to us by your employer. We are required to give you this *Product Disclosure Statement* within 3 months of you joining the Fund.

Health Super is dedicated to the Health and Community Services Industry. Many of the terms used in this document are explained on page 55-56, and some general information on the Fund is included on page 4.

**choosing a fund**

This booklet provides important information about the features, costs and risks of investing your super with Health Super. If you have a choice about whether to choose Health Super or not, this booklet will help you compare the features of Health Super to other superannuation funds.

You should read this document before you make a decision to use Health Super as a superannuation fund. As we are not a public offer fund, there is no cooling off period available to you.

**the benefits and risks of your super**

Health Super allows you to save for your retirement in a low-cost, tax effective environment in a way that suits you personally. It also lets you choose investment strategies that best suit your needs and attitude towards risk.

**how to get more information**

If you want more information, simply contact Health Super (details on the back page). If you need information about the Trustee, or Health Super, please contact us.

**updating information**

This *Product Disclosure Statement* sets out the main features of your Health Super product as at the date of its preparation. Information about your product is subject to change from time to time. If any changes to your product occur after this brochure is published, and those changes are not materially adverse, the updated information will be available at any time on our website at **www.healthsuper.com.au**. A paper copy of any updated information will be provided without charge on request by contacting us on **1800 33 17 19**. If the changes are materially adverse, we will produce a new or supplementary *Product Disclosure Statement*.

You need to be aware that:

• your investment may rise and fall;
• if you leave within a few years of joining, you may get back less than the amount of

contributions paid because the level of investment returns of the Fund, the Fund's charges, and the effect of tax.



about Health Super



securing

lifestyles of health workers for over 37 years

For over 37 years, Health Super has been a leading industry superannuation fund that caters exclusively for the Australian Health and Community Services Industry. It has over 190,000 members, 1,400 employers, and $3.8 billion in assets under management.

**owned by our members**

Health Super caters to a whole range of health organisations – from hospitals to aged care facilities. Better still, as a not-for-profit

industry fund we are owned by our members, so all our profits go back to members.

**a balanced Board**

Health Super is responsible for the management of investment decisions. We have a balanced Board of Directors, which means that there is an equal representation of employer and member Directors.

To see the representatives on our Board, go to **www.healthsuper.com.au**

**extra services**

You have access to many extra services, many at reduced rates, through our Member Privileges providers – Australian Unity and Limon Remcon Financial Services Limited.

✔ **private health insurance** – personal cover for illness, injury and hospital costs. ✔ **personal insurance protection plan** – incorporating term life, trauma and

income protection insurance.

✔ **home and contents insurance** – protection for your home and contents.

✔ **financial planning** – get professional, tailored financial advice through Health Super Financial Planning. Health Super Financial Planning is a subsidiary of Health Super Pty Ltd. Call **1300 78 02 23** or visit **www.hsfp.com.au**

Call **1800 24 77 73** to apply, buy or get a quote from Australian Unity or Limon Remcon Financial Services.



Health Super receives a contribution from the Member Privileges Providers towards the promotion costs of the Member Privileges Program.

**investment managers**

Health Super use a range of specialists to look after the Fund and its investments. These are known as 'Fund Managers' and they monitor specific types of investments such as Australian and international shares, property, alternative investments, cash, and fixed interest. For

socially responsible investments, we hire different Fund Managers to monitor these investments. A list of these Managers and their websites is on page 29.

Every year, we publish a list of our Fund Managers in our *Annual Report*, or you can go online to **www.healthsuper.com.au**

**what advice can we give you?**

about Health Super

**at a glance**

- Not-for-profit industry superannuation fund
- All investment earnings are returned to our members
- Top employers have joined: Affinity, St.Vincent's Hospital, Hunter Area
  Health Service
- Designed for the Health and Community Services Industry (not a public offer fund)
- Friendly communication
- Suits all types of health workers – doctors, nurses, administrators and caterers
- Over 190,000 members and 1,400 registered employers
- We have over 37 years experience
- See your account online
- Delivers competitive returns over the long-term



✖ **personal financial advice** Health Super is unable to

provide personal financial advice.

If you want specific advice about your financial needs and objectives you will need to contact Health Super Financial Planning on **1300 78 02 23** because they are licensed to provide personal advice as a financial services licensee for a fee.Your employer must not give you advice about this Fund or recommend any other financial product unless licensed to do so.

Health Super Financial Planning is a subsidiary of Health Super Pty Ltd.

✓ **general advice** Health Super Pty Ltd, the

Trustee of Health Super, is licensed to give general advice about the Fund's features.



did you know?

To see our latest monthly returns, go to our website, **www. healthsuper. com. au**

your account type



IMPORTANT:

If you move jobs, this is likely to affect your insurance cover.

See page 36

You will join Health Super 'Scheme' when you or your employer elected Health Super as your super fund. For many people, this is automatic. An account is set up in your name from the date provided to us by your employer.

**started/resumed working in the Health Care Industry? here's what happens when you join**

| wait<br>for your | open<br>a 'Scheme' | invest<br>in a default | insure<br>you |
|---|---|---|---|
| We rely on your employer to send their payroll to us. This is where we find out you have become a new member of Health | If you start working in the health care industry with an employer who is registered with Health Super, you will be allocated a | We will invest your super into an investment choice option based on your age. You need to double-check that this is what | When you join 'Scheme', you receive automatic insurance. The type of insurance you can get will depend on your age and the number of |



which

account are you in?

**how your new 'Scheme' account works**

To help you understand super, and how it works, here is a simple guide to your 'Scheme' account, and the options you have available to you.

your account type

| | |
|---|---|
| | |

| | |
|---|---|
| what your employer(s) pays in by payroll<br>**Superannuation Guarantee (SG)**<br><br>These are compulsory contributions your employer must pay. The amount for 2003/2004 is 9% of your salary. The 9% will continue unless changed by legislation. | Health Super administration fees (pgs 32-33)<br>• administration fee of just $1.00 per week<br>• if you withdraw parts of your super<br>• switching fee |
| + | + |
| what you can pay in (pgs 14-17)<br><br>**your personal contributions**<br><br>This is when you top up your super, and can include contributions made by your spouse. | Australian Government taxes (pgs 34-35)<br>**Compulsory Contributions Tax**<br><br>Currently at a rate of 15%.<br><br>**Compulsory Surcharge Tax**<br><br>If you earn over $94,691 |
| + | + |
| interest earnings (pgs 22-23)<br><br>**Interest earned from your investment choice(s)**<br><br>These are earnings you receive on your account. They can be either positive or negative. The earnings depend on the way you've chosen to invest your super (known as your chosen investment choice)<br><br>(pgs 22-23).<br><br>insurance premiums (pgs 42-45)<br><br>This insurance protects you for emergencies.<br><br>The cost is taken out weekly, and depends on your age and the number of hours you work. | |





did you know?

If you have opened a super account for your spouse, or you have a Health Super ‘Spouse’ account, your account works in exactly the same way as a ‘Scheme’ account. The only real difference is that your insurance options are quite different (see page 39), and that there are reduced tax rates on superannuation investment earnings.

A spouse can be a wife/husband or your ’de-facto’. The Government’s current definition of ‘Spouse’ does not include a person who lives separately on a permanent basis, or a same sex partner.

your new account features



what

information can you get?

As a Health Super member, there are lots of features of your account. Here is a summary of the key features.



**click**

Go to **www.healthsuper.com.au** to:

✔ register for online account access;
✔ download the latest brochures;
✔ use our interactive calculators;
✔ view your contributions for the past 3, 6 and 12 months;
✔ calculate your insurance benefits and get an account balance; ✔ check and update your personal details;

✔ view and nominate your beneficiaries; and
✔ view and apply to change your investment

ba

**meet**

Your Health Super Account Manager is there for:

- ✔ FREE workplace visits;
- ✔ personal appointments;
- ✔ group seminars specially tailored to meet the needs of you and your colleagues.



**read**

- ✔ **welcome pack** including your Health Super Member Number and *Product Disclosure Statement*.
- ✔ **six-monthly newsletter** *Talking Super* is sent to you to update you on the latest super news.
- ✔ **annual report and statement** to help you keep track of your account.
- ✔ **information brochures** on topping up, salary sacrifice, investment choice,



your new account features

## call

If you need information about your account, Health Super is just a phone call away. Our knowledgeable and friendly Customer Relations Team can give you the attention and personalised service you deserve. Call **1800 33 17 19**, our lines are open Monday to Friday from 8.30am to 5.00pm AEST.

## change your details

You can notify us if you change contact or employment details.

## combine

You can consolidate all your super accounts into one.

## personal contributions

You can make after-tax personal or lump sum payments.



## salary sacrifice

You can pay pre-tax payments into super.

## investment choice

You can choose from a range of investment options to suit your needs.

## re-commence work

If you re-commence work with a registered Health Super employer, you can consolidate your Health Super account with a new Health Super Scheme account.

## Tax File Number

You can confidentially provide your details to us.

## death and disablement insurance*

You can protect yourself and your family should something unfortunate happen.

## beneficiaries

You can nominate your beneficiaries to receive your entitlements if you die.

IMPORTANT:

Under the terms of our financial service licence, our Account Managers and Customer Relations Team can give you general advice, not personal financial advice. Should you require personal financial advice, call Health Super Financial Planning on

**1300 78 02 23.**

*www. healthsuper. com. au* 7

preservation



Superannuation is a long-term investment for your retirement. The Commonwealth Government has placed restrictions on when you can access most of your superannuation savings.

**two parts of your super**

There are two parts of your super: non-preserved and preserved benefits.



| non-preserved<br><br>restricted | preserved |
| --- | --- |
| This is super that does not have to be kept in super until retirement.You can only access part of your account balance when certain conditions are met.<br><br>• 1 You cease employment with a registered Health Super employer.<br><br>• 2 You cease working for a participating employer, and have had a 4 week (full or part-time) or 8 week (casual) break and will not rejoin another Health Super employer.<br><br>• 3 You do not resume employment with another registered Health Super employer within this period.<br><br>However, if you roll in 'non- preserved' monies (also known as 'unrestricted non-preserved') from another | Preserved contributions consist of:<br><br>• Superannuation Guarantee contributions (compulsory employer payments on your behalf);<br><br>• personal contributions made after 1 July 1999;<br><br>• Award contributions;<br><br>• salary sacrifice contributions;<br><br>• spouse contributions;<br><br>• additional employer contributions.<br>You cannot withdraw your super until one of the criteria below is met.<br>You:<br><br>• reach age 65;<br><br>• reach age 60-64 and cease employment; |





when

can you take out your super?

**do you have a spouse account?**

If you have a Health Super Spouse account, when you can access your super depends on whether or not you are employed or have never been employed.

preservation

| never been employed | currently or have been employed |
| --- | --- |
| If you are a Health Super Spouse member and you have never been gainfully employed, all contributions made and all investment | If you are a Health Super Spouse member who is currently or has been gainfully employed, all contributions made and all |

**in severe financial trouble?**

Conditions exist for the early release of your Health Super entitlement in the event of severe financial hardship or compassionate grounds.

A copy of our fact sheet *Guidelines for the Early Release of Benefits* is available at **www. healthsuper. com. au**

**general superannuation information**

1 what happens if my account has less than $1,000?

If you have less than $1,000 in your super account, you are covered by Member Protection provisions. This ensures the administration fee does not exceed the investment earnings credited to your super account.

2 why do you need my tax file number?

Under the *Superannuation Industry (Supervision) Act 1993*, we must request your TFN and forward it to the ATO so they can assess any possible surcharge liability. If you do provide your TFN to us, we will use it only for the purposes outlined in the legislation. However, if you do not, you could be paying unnecessary tax.

Your TFN will remain confidential but we may disclose it to the Trustee of another superannuation fund or to a retirement savings account provider, if you choose to transfer your benefits in the future. However, you can request in writing for us not to do so.

3 what if I lose touch with Health Super?

We are required to report lost members to the ATO if we have:

- never had an address for you;

- been unable to deliver one written communication to the address you have supplied us with and it is clear it won't be successful a second time.
  If we report you as a 'lost' member, we will transfer your super account to Health Super 'Shelter' account where it will continue to accumulate earnings according to your investment choice.

**if you have taken a break (e.g. changed jobs)**

**your account type: Shelter**
If you're changing jobs, or leaving the health industry altogether, your super account balance may be moved from your 'Scheme' account into a 'Shelter' account.

This could also be when you cease employment with a Health Super employer or become a lost member (see page 9). The way this account works is the same as your Scheme account, but there may be changes to your insurance cover.

**how this account works**



**top up**

Your account is topped up with Superannuation Guarantee contributions (if you get them) + any member/employer voluntary contributions.

**fees investment**

We will deduct

fees, any insurance
_ premiums and + what your

**returns**

Government taxes.

investment choice has earned (positive or negative returns).

your insurance: As a 'Shelter' member, you can apply for insurance. The type of insurance you can get will depend on your age and the number of hours you work. Find out more on page 39.

boosting your account: See ‘what gets put into your account?’ on page 11. **options when you re-commence work**

Depending on

= your account balance

| | |
|---|---|
| **If your new employer is registered with Health Super** | If you re-commence work with a registered employer,* a Health Super Scheme account may also be set up for you. You will then have two options.<br><br>**move:**<br><br>Transfer your existing Health Super ‘Shelter’ account into your Health Super ‘Scheme’ account to consolidate your super and save on unnecessary fees. If you choose this first option you may not be able to withdraw non-preserved monies.<br><br>**keep:** |
| **If your new employer is not eligible to** | You can still request your new employer to contribute to your Health Super Shelter account on your behalf. We will also accept your own voluntary contributions.^ |



what

happens when you leave your health job?

* A registered Health Super employer is one who operates within the Health and Community Services industry and has agreed to contribute superannuation monies on behalf of its employees in accordance with the Health Super *Trust Deed*.

**If you choose this option, you will maintain all of the privileges associated with your Health Super Shelter account, however an additional account administration fee will be payable.

^ If you are less than 65 years, you must have worked at least 10 hours in one week within the last two years. If you are aged 65-75 years, you must work at least 10 hours per week.

If your new employer operates within the Health and Community Services Industry, they can register with Health Super by calling on **1800 13 30 50**.



what gets put into your account?

- ✔ **salary sacrifice (see page 12)**
- ✔ **personal contributions (see page 14)**
- ✔ **amounts rolled in from other accounts (see page 16)**
- ✔ **investment returns based on your investment choice (see page 20)**

salary sacrifice



## at a glance

- An agreement you make with your employer to use your before-tax income to boost your super.
- An easy way to grow your super – your employer makes the contributions for you.

## available with

Health Super Scheme, Spouse and Shelter accounts.

## costs

There are no fees charged by us for salary sacrifice.

boost

your super by using part of your salary

Want an easy, hassle-free way to boost your super and your tax savings?
Use salary sacrifice to grow your super and score tax advantages. Just ask your employer to put some of your salary directly into your super before it has been taxed.

With salary sacrifice you can:

- ✓ grow your super over time with compound interest (earnings of interest on interest); and
- ✓ save on taxes.

**can you salary sacrifice for your spouse?**
While you can salary sacrifice to make superannuation

contributions for your spouse, there are fewer benefits than salary sacrificing into your own account.
Go to **www.ato.gov.au/super** for more information.

did you know?

You do not pay Fringe Benefits Tax on salary sacrifice amounts that go into your super. And, depending on your personal circumstances and how much you salary sacrifice, you may be able to drop your salary to a lower income tax bracket.

IMPORTANT:

Salary sacrifice may reduce your taxable income, consequently, the amount of SG that your employer is required to pay may also be less.



salary sacrifice

**why it pays to salary sacrifice**

Salary sacrifice boosts your savings for tomorrow, and may also reduce the amount of income tax you pay today. Here's how.

Your gross salary

Less salary sacrificed into super Your adjusted salary

Less income tax

You now have
An income tax saving of $900!

$40,000

$3,000** $37,000

$7,272*

$29,728

* Based on current tax scales, excluding Medicare Levy.

** Subject to 15% employer Contributions Tax (in this case $450), and possibly Surcharge Tax.

start

For example, year. Without income tax.



lets say you're on a salary of $40,000 a salary sacrifice, you'd pay $8,172 in



sacrifice

If you decide to salary sacrifice $3,000 of your salary into your super before income tax is taken out, your taxable income reduces to $37,000. So the amount that you can be taxed is also reduced.



save

From your adjusted taxable income, you pay $7,272 in income tax. Compared to the original income tax amount of $8,172. That's a tax saving of $900!

**how to salary sacrifice**

- 1 Check with your employer to make sure you can salary sacrifice into your super with them.

- 2 Nominate a $ or % amount to be paid from your salary *before* it has been taxed.

- 3 Sign and return your application form to your HR or Payroll Officer so they can process your request. The form is available from www.healthsuper.com.au

can you salary sacrifice?

This depends on your employer. Check with your HR or Pay Officer to find out if you can salary sacrifice. If you have more than one employer, you will need to check with each employer individually.



calculate

Calculate online how much you can boost your super with salary sacrifice at

www. healthsuper. com. au

*www. healthsuper. com. au* 13

personal contributions



top up

whenever you like, with as much as you like

Whether you want to tuck away $20 or $10,000, with personal contributions you have the flexibility to top up your super account (after tax) whenever you like, with as much as you like.

With personal contributions, you can:

- ✓ make a payment whenever it suits you;

- ✓ grow your super over time with compound interest (earnings of interest on interest);

- ✓ contribute as much as you like.

  Making personal contributions means putting extra amounts from your own pocket into your superannuation account. These contributions come from your salary after tax has been taken out, or any other after-tax sources.

  **see your savings online**

  Use our superannuation calculator at www.healthsuper.com.au to see why it pays to make personal contributions.

## at a glance

- A flexible way to top up your super using your after-tax income.

## available with

Health Super Scheme, Spouse and Shelter accounts.

## costs

There are no fees for making personal contributions.

who can top up?

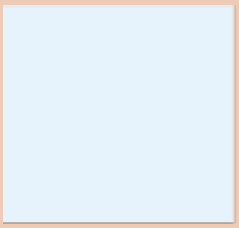
To make personal contributions, there are certain requirements you need to meet.

- 64 years old or less? You need to have worked at least 10 hours in the last two years.

- Between 65 to 75 years old? You need to be working at least 10 hours a week in
  gainful employment.

- Over age 75 years? Personal contributions cannot be accepted.

- Self-employed? want to claim a tax deduction? You can top up your account if you
  are an existing Health Super member. Tax deductions are available to self- employed persons (you should obtain your own tax advice).



IMPORTANT:

Your super doesn't work like a bank account. If you top up your account, it is preserved until retirement age.



**Government Co-contribution – earning less than $27,500*?**

If you top up to $1,000 into your super through regular or lump sum contributions, the Government will match on a dollar-for-dollar basis. To qualify for contributions, you must make personal super contributions from your after-tax income, and have super contributions made by an employer in the same year. The ATO will reimburse you by putting the money back into your nominated super account (*assessable income and reportable fringe benefits). Co-contribution rates will increase from 1 July 2004.

**why make personal contributions?**

This graph shows how much better off you would be at age 60 if you made regular contributions from just $20 a week, instead of relying solely on your employer's contributions.

**contributing a little or a lot makes a big difference!**

Let's say you're 30 years old and you're on a salary of $35,000. Look at how much you can expect to have at age 60 with personal contributions of $20, $50 and $100 a week.

$900,000 $800,000 $700,000 $600,000 $500,000 $400,000 $300,000 $200,000 $100,000

$774,384 on

**$100 a week**

$518,795 on

**$50 a week**

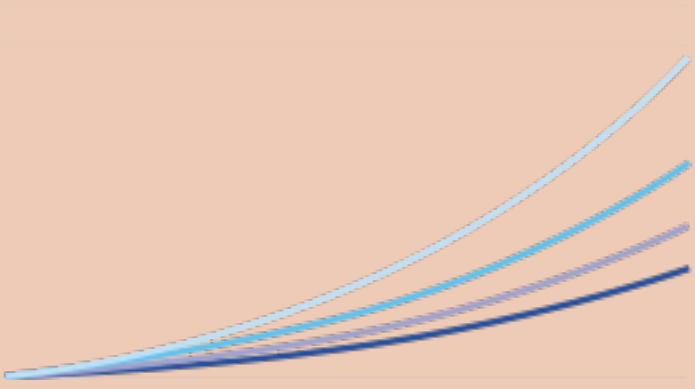
$365,442 on

**$20 a week**

$263,207

**on your employer's contributions alone**

personal contributions



super amount

**how to make personal contributions**

There are two main ways to make a personal contribution.You can contribute a set amount with each pay period (known as regular payroll deductions) or any amount whenever you like (known as lump sum payments).

$0
1 2 3 4 5 6 7 8 9
10111213141516171819202122232425262728293O

number of years

Assumptions: A yearly net earnings rate of 6%, employer SG contributions of 9% and taxable base salary of $35,000 with a yearly increase of 2% for both the salary and the personal contributions, consistent with inflation.

Source: Quoted with permission from Health Super Financial Planning, March 2004.

| type | what is it? | tips | sign and send |
|---|---|---|---|
| Regular payroll deductions | Putting aside a set amount on a regular basis directly from your pay into your Health Super account. | Just nominate a $ or % amount of your pay to go into your super, at no extra cost. | Return your form to your HR or Payroll Officer. |
| Lump sum payments | Depositing any amount, whenever you like into your Health Super account.<br><br>Lump sum payments are one | Pay by cheque directly into your Health Super account at any time – you can change the amount and frequency of your deposits to suit your | Return your form and cheque (payable to Health Super Fund) |

As each financial situation is different, you may wish to consult a Health Super Financial Planner before you top up. Call 1300 78 02 23.

spouse top ups

You can make personal contributions on behalf of your spouse. A tax rebate of up to $540 per annum may be available to the person contributing on behalf of a low-income or non-working spouse.

did you know?
Personal contributions don’t affect your super tax concessions.

The Commonwealth Government sets a limit on the amount of concessionally taxed super you can receive at retirement. This limit is known as your Reasonable Benefit Limit (RBL).Your personal contributions don’t count towards your RBL (only the investment earnings that you make on these contributions).



top up by direct

debit

Want to top up your super by direct debit?

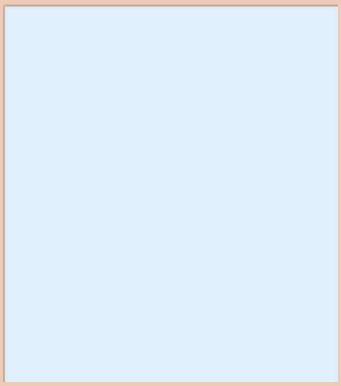
That's fine with us.

Call **1800 33 17 19** or go to **www. healthsuper. com. au** for a form.

did you know?

Any personal contributions you make now cannot be taken out until you are at least 55 – 60 years old (depending on when you were born) and permanently retired from the workforce. Only personal contributions made before 1 July 1999 can be taken out before you reach this age.

Call **1800 33 17 19** if you need more information.



combining your super



roll

in super from other super accounts

Putting all your super into the one Health Super account will save you time, hassle and money. It's likely you have super from previous jobs sitting around in other super funds. And even if they're only small amounts, every little bit helps to top up your super.

By combining all your accounts into one, manageable, low-cost Health Super account, you'll:

- ✓ pay less fees;
- ✓ have less paperwork;
- ✓ grow your retirement savings; and
- ✓ have more time for yourself.

And better still, it's so easy to do. Simply collect the details of all your super accounts, complete the form from **www.healthsuper.com.au** and you're away.

## at a glance

- Combining all your super accounts into one.
- Save on fees, paperwork and hassle.
- One low-cost Health Super account.

| |
|---|
| available with<br><br>Health Super Scheme, Spouse and Shelter accounts. |
| costs<br><br>There are no fees from Health Super for combining other super amounts. |

IMPORTANT:

You may incur exit fees from your other super fund/s. Check with the administrator of your other fund/s before combining.



**why combine?**

combining your super

| | |
|---|---|
| **low fees** | Save on fees by paying one low account administration fee. And there are no entry |
| **choice** | Health Super offers different member investment choices to suit your individual |
| **portable** | You can take your Health Super account with you to any employer in the Australian health care and community services |
| **competitive** | Health Super's returns over the long-term are very competitive. Better still, unlike |
| **access** | When you combine your old super accounts into Health Super, all the parts of your benefit are maintained. For example, |
| **extra services** | Access to financial services and products, many at special rates for members:<br><br>Health Super Financial Planning – call |

**how to combine your super in three simple steps**

1 Collect the number of forms you need
You will need to use one form for each additional account. If you require more forms

you can print the form from our website at www.healthsuper.com.au

2 Complete the forms with all your details
If you don’t supply the information requested, your application may be delayed.

3 Sign and send off your application form(s)

**lost accounts?**

If you think you have missing super accounts, use the ATO's free online SuperSeeker tool to help you find your lost super accounts. For more information, go to
**www. ato. gov. au**.



did you know?

Member investment choice lets you choose from a range of different investment options that suit you. It also gives you the flexibility to change the way your super is invested as your circumstances change.

IMPORTANT:

Historically, growth assets like shares carry a higher level of risk but achieve a higher return over the long-term.



member investment choice





choose

a way to invest your super

Now you have the freedom and control to choose how your super is invested.

With member investment choice, you can:

- ✓ have control over how your super is invested;
- ✓ have the flexibility to choose an option that suits you;
- ✓ invest your super in a range of asset classes – from cash to property to shares;
- ✓ change your investment choice monthly.

To check out your comprehensive guide to controlling how your super is invested, log onto our website **www.healthsuper.com.au** This will help you make an educated choice.

**more flexibility for you**

Members of Health Super Scheme, Shelter, and Spouse are able to choose from five investment options. This gives you the flexibility to take greater control of your future and make the financial decisions that are right for you.

You can choose from:

1. Long-Term Growth;
2. Medium-Term Growth;
3. Balanced;
4. Short-Term Conservative;
5. Stopover.

The five options are all different and each is designed to suit a particular type of investor.

Depending on the type of option you choose, your money may be invested across asset classes such as shares, property, fixed interest and cash.You need to be aware that investing in Health Super, and choosing an investment choice option is quite different from putting your money in a bank account because the return you receive is not fixed, like bank interest rates, but varies depending on the value of the assets.



**what does Health Super invest in**

The five Health Super member investment choice options invest in up to seven asset classes. These are:

member investment choice

growth assets

1. Australian shares

2. International shares

3. Property (direct commercial property or listed property trusts)

4. Alternative investments (includes absolute return funds)

interest-bearing assets

5. Australian Fixed interest (government bonds or corporate issues)

6. International Fixed Interest (government bonds or corporate issues)

7. Cash (deposit at bank or money market securities)

These seven asset classes have different characteristics in terms of the level of investment returns and the degree of risk and volatility to which your super may be exposed.

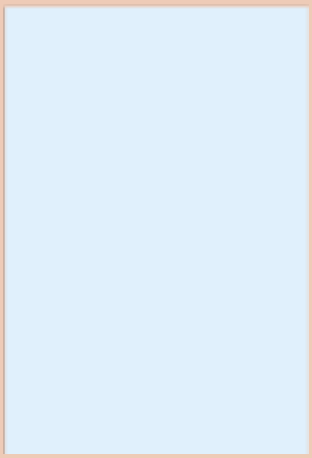
**two types of assets**

| asset | where do the returns come from? |
|---|---|
| growth assets<br><br>There are three types of growth assets:<br>1. shares<br><br>2. property<br><br>3. absolute return funds. | 1. Investment returns from **shares** come from capital growth (increases in the market value of shares) and the dividends paid from companies' profits.<br><br>2. The investment returns from **property** also come from capital growth<br>(increases in the market value of property) and the rental received from<br>the tenants occupying the property.<br><br>3. **Absolute return funds**, also known as hedge funds, are a fairly recent |

| | |
|---|---|
| interest-bearing assets<br><br>There are | 1. **Fixed interest** includes bonds and corporate debentures, and are issued to investors who lend money to governments or corporations looking to raise capital.<br><br>2. **Cash** investments include investments in short |

For more information on asset classes, log onto our website at **www.healthsuper.com.au**





member investment choice

tips

- If you have a long investment horizon, then growth assets will generally outperform interest-bearing assets over the long term.

- When investing in growth assets, look at the long term. Don't let short-term ups and downs influence your investment strategy.

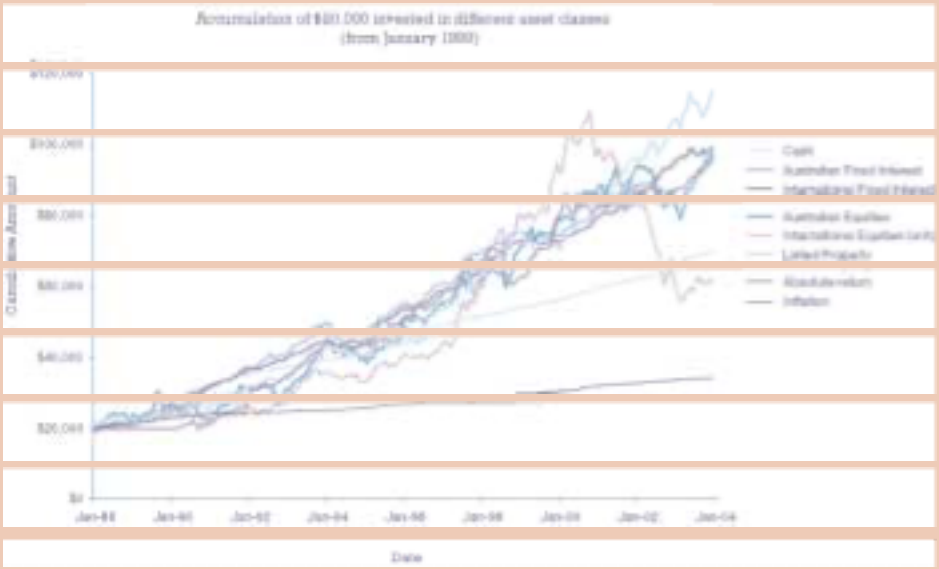
**imagine you had $20,000 to invest...**

One way to look at how different asset classes perform over time is to imagine you had $20,000 to invest in 1988. The graph below shows how your money would have grown had you invested in each of the five asset classes since January1988.

Source: Watson Wyatt Worldwide 2004 (based on gross returns, no allowance has been made for investment fees or tax)

**helping you understand the principles**

You may have heard of the saying: ‘The higher the risk, the higher the return’. This is what it means.



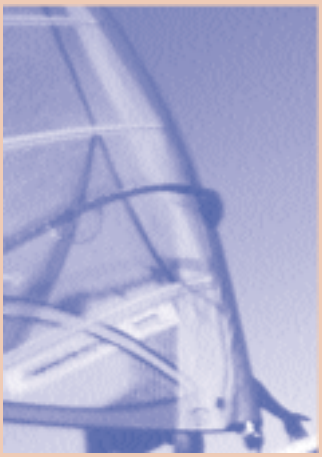
If you had invested $20,000 in cash in 1988, you would have outperformed inflation, had a smooth ride and accumulated $68,321. If you had invested your money in Australian shares, after wearing all the short-term ups and downs of the share market, you would have accumulated $96,830.

- Listed property
- Australian shares
- Australian fixed interest
- International fixed interest

$114,646 E. $96,830 F. $97,588 G. $99,212 H.

International shares Cash
Inflation
Absolute return

$62,333 $68,321 $33,419 $95,057



| | |
|---|---|
| **Risk** | Risk is the probability that your total investment returns may rise and fall in value |
| **Return** | Return is the change in the value of assets. A net return is what you earn on your investment |
| Health Super's five investment options invest across different asset classes, carry different levels of risk, | |

risk/return chart of the member investment choice options

Return



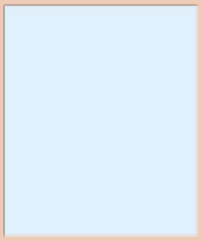
Stopover

Long-Term Growth Medium-Term Growth

Balanced Short-Term Conservative

This diagram shows you that our Long- Term Growth investment option carries the highest level of risk, but also has the potential to generate the greatest investment returns.

Risk



**three ways Health Super manages your investment**

The Trustee of Heath Super manages investment risk by not putting all your eggs in the one basket. Basically, your super is spread:

1. across a number of asset classes;
2. across specialist Investment Managers;
3. across a number of investments, e.g. different shares.

By spreading your super this way, Health Super aims to achieve the best possible return over the long term while minimising investment risk.

**get involved with your super**

Did you know that you too can choose the investment risk you're exposed to?

All you have to do is pick the investment strategy that suits you and hold onto it for a long period of time. It is important to give your super time to grow and ride the short- term ups and downs of the investment market.

**making sure you have enough**

**Inflation** is the increase in the general cost of living, as measured by the Consumer Price Index (CPI). Inflation tends to rise each year, effectively meaning that your money buys less over time. That's why the investment objectives for each of the five options are measured in terms of exceeding inflation.

To keep pace with, or ahead of, inflation requires investing in assets that have the potential to grow at a rate faster than inflation. To see how different asset classes have outperformed inflation since 1988, see the chart on page 20.

Now that you have read about the basics of investing, you can test your knowledge. Log onto our website **www.healthsuper.com.au** and take our investments quiz.



hint

The higher the proportion of your investments in growth assets, the more likely that the returns will outperform inflation over time.

IMPORTANT:

As most of our membership is under age 50, our 'Long- Term Growth' option is the most common investment option. This has the highest level of risk.



member investment choice

tip:

Past returns are not an indicator of future earning rates.

five

ways to invest your super



**risk profile**

**investment objective**

**investment period**

**Long-Term Growth**

Aggressive

To achieve a return, after fees and taxes, that exceeds inflation by at least 5.0% p.a. measured over rolling five-year periods.

7 years or more

Growth: 90% Interest-bearing: 10%

## Medium-Term Growth

Adventurous

To achieve a return, after fees and taxes, that exceeds inflation by at least 4.0% p.a. measured over rolling five-year periods.

5 years or more

Growth: 70% Interest-bearing: 30%



IMPORTANT:

In some years, returns may be negative, which may decrease your account balance.

**asset allocation**

**chance of negative returns**

**risk/return graph**

**SRI option available**

**returns as at 30 June 2003 (%) (this is not SRI)**

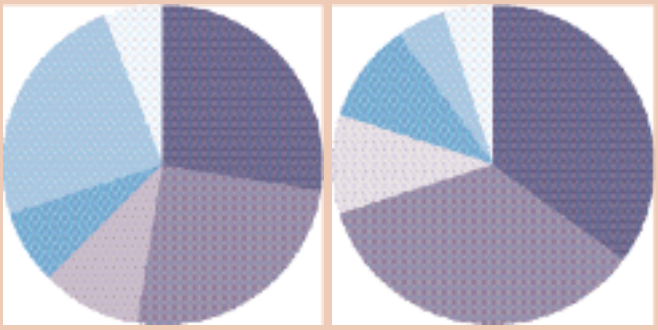
Return

1 in 4 years

Long-Term Growth

Risk

1 in 5 years



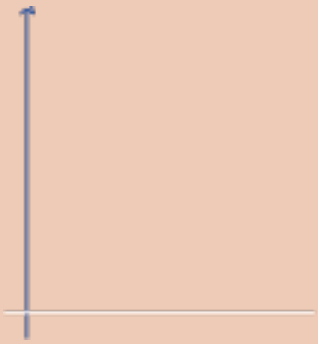
**what it invests in~**

▪ Australian shares 35% ▪ International shares 35% ▪ Property 10% ▪ Alternative investments 10% ▪ Australian fixed interest 5% ▪ International fixed interest 5%

▪ Australian shares 27.5% ▪ International shares 25% ▪ Property 10% ▪ Alternative investments 7.5% ▪ Australian fixed interest 24% ▪ International fixed interest 6%

Return

Medium-Term Growth



✓ yes

1 yr 3 yrs 5 yrs

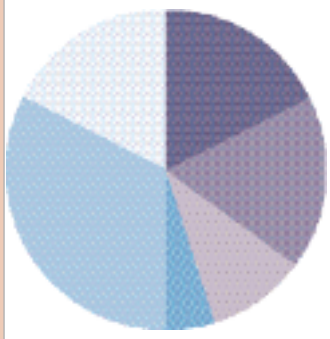
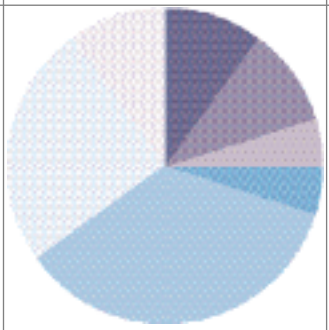
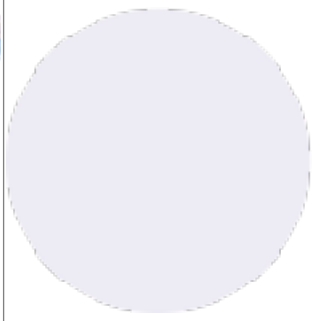
-3. 02 -2. 60 4. 10

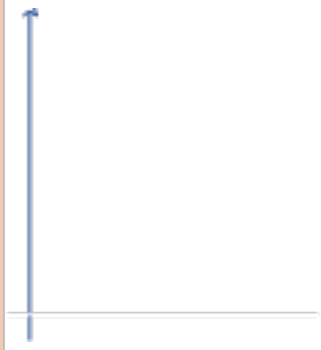
✓ yes

1 yr 3 yrs 5 yrs

-1. 00 -0. 90 4. 40

Risk

| Balanced<br>Balanced | Short-Term Conservative | Stopover<br>Low-risk |
|---|---|---|
| To achieve a return, after fees and taxes, that exceeds inflation | To achieve a return, after fees and taxes, that exceeds inflation | To achieve a return, after fees and taxes, that exceeds |
| 5 years or more | 3 years or more | Up to 3 years |
| Growth: 50% Interest-bearing: 50% | Growth: 30% Interest-bearing: 70% | Interest-bearing: 100% |
| 1 in 8 years | 1 in 16 years | n/a |
|  <br>▪ Australian shares ▪ International shares ▪ Property ▪ Alternative investments ▪ Australian fixed interest ▪Internationalfixedinterest 17.5% |  <br>▪ Australian shares 10% ▪ International shares 10% ▪ Property 5% ▪ Alternative investments 5% ▪ Australian fixed interest 35% ▪ International fixed interest 25% ▪ Cash |  <br>Cash 100% |

| Return<br>Balanced<br>  <br>Risk | Return<br>Short-Term Conservative<br>Risk | Return<br>Stopover<br>Risk |
|---|---|---|
| ✓ yes | ✓ yes | ✕ no |
| 1 yr 3 yrs 5 yrs | 1 yr 3 yrs 5 yrs | 1 yr 3 yrs 5 yrs |
| n.a. n.a. n.a. | 2.46 1.80 4.90 | 4.64 5.00 5.00 |

member investment choice



~ These graphs refer to the targeted strategic asset allocation. The actual asset allocation for any investment option as at 1 July 2003 might differ from the target.

All asset allocations for investment choices were reviewed on 1 July 2003. The Balanced option was a new investment choice option.

As at 31 May 2004, alternative investments means absolute return funds only. However the Health Super Trustee may include other assets in the future.

investor profile questionnaire

a guide

to what type of investor you are

Answer these 10 simple questions to find out what type of investor you are.

| questions | your answers your score | | | | | |
|---|---|---|---|---|---|---|
| | **strongly** | **agree** | **unsure** | **disagree** | **strongly** | |

| | | | | | | |
|---|---|---|---|---|---|---|
| risk and return<br><br>• **1** If the value of your investments dropped by 10% in one year, you would switch it all to cash immediately.<br><br>• **2** You would rather have your money secure in a bank and you don't mind earning 2% interest every year. | [1]<br><br>[1]<br>[1]<br><br>[5] | [2]<br><br>[2]<br>[2]<br><br>[4] | [3]<br><br>[3]<br>[3]<br><br>[3] | [4]<br><br>[4]<br>[4]<br><br>[2] | [5]<br><br>[5]<br>[5]<br><br>[1] | |
| inflation<br><br>**5** You are prepared for your investment to move up and down in | [5] | [4] | [3] | [2] | [1] | |
| a comfortable retirement<br><br>• **6** You might live for over 20 years in retirement, so it is important that your money lasts over that time.<br><br>• **7** You would love to maintain | [5]<br>[5]<br><br>[5] | [4]<br>[4]<br><br>[4] | [3]<br>[3]<br><br>[3] | [2]<br>[2]<br><br>[2] | [1]<br>[1]<br><br>[1] | |

| | | | | | | |
|---|---|---|---|---|---|---|
| time<br>• **9** How many years do you have until retirement?<br>• **10** Over how many years do you expect to | 3–5 yrs [1]<br>3–5 yrs [1] | 6–10 yrs [2]<br>6–10 yrs [2] | 11–15 yrs [3]<br>11–15 yrs [3] | 16–20 yrs [4]<br>16–20 yrs [4] | 20+ yrs [5]<br>20+ yrs [5] | |
| your total | | | | | | |

* Source Retirement Income figures ABS 2001 ** Source Australian Life Tables 2000



**a guide to your investor profile**

Now you have answered the questions, match your score to your investor profile in the table below and read the description.

your score your investor profile description

investor profile questionnaire

**0 - 10**

**Low-risk**

**The Low-risk investor:**

- ✓ wants very small fluctuations in returns;
- ✓ would rather have a secure investment with low long-term returns;
- ✓ is not too concerned about outperforming inflation over the long term;

**11 - 20**

**Cautious**

**The Cautious investor:**

- ✓ is comfortable with moderate fluctuations in short-term returns;
- ✓ is open to some risk in an effort to generate slightly higher returns;
- ✓ is aware of outperforming inflation over the long term;

**21 - 30**

**Balanced**

**The Balanced investor:**

- ✓ is comfortable with moderate to medium-level fluctuations in short- term returns;
- ✓ is open to medium-level risk, to generate higher returns over the long term;
- ✓ wants to outperform inflation over the long term;

**31 - 40**

**Adventurous**

**The Adventurous investor:**

- ✓ is comfortable with medium to high-level fluctuations in short-term returns;
- ✓ is open to medium to high-level risk, to generate higher returns over the long term;
- ✓ is keen to outperform inflation over the long term;

**41 - 50**

**Aggressive**

**The Aggressive investor:**

- ✓ is comfortable with high-level fluctuations in short-term returns;
- ✓ is open to high-level risk, to generate superior returns over the long term;
- ✓ is very eager to outperform inflation over the long term;



what

do we ‘default’ your super to if you don’t choose?

If you don’t make an investment choice, then your super will be automatically defaulted into an option according to the Health Super Lifecycle Default Strategy. This is a set- and-forget strategy, which is based on your age and is structured as follows.

The Lifecycle Default Strategy will automatically act as your investment strategy unless you make an active investment choice

**how does the Lifecycle Default Strategy work?**

If you are in the Lifecycle Default Strategy and under the age of 50, your superannuation will be invested in the Long-Term Growth option. When you turn 50 years old, your super will automatically be switched to the Medium-Term Growth option. When you turn 60, your super will automatically be switched to the Balanced option.

The switches will become effective from the 1st day of the month following your 50th and 60th birthday respectively.

| your age | your investment choice option |
|---|---|
| | |
| | |
| | |

**why has this Lifecycle Default Strategy been introduced?**

The Board of Health Super have introduced this innovative Lifecycle Default Strategy after extensive research and in consultation with our investment consultants, Watson Wyatt Worldwide.

Here are some reasons why we've constructed the Lifecycle Default Strategy the way we have.

innovative default strategy

| |
|---|
| ✓ **recognising higher earnings potential**<br>Members under the age of 50 generally have a higher investment earnings potential because they |
| ✓ **encouraging confidence to ride the ups and downs**<br>Those members with a higher investment earnings potential can invest in growth assets and be confident in the knowledge that they will be more tolerant to |
| ✓ **making sure your money keeps growing in retirement**<br>Members approaching retirement need to maintain their investment earnings potential by investing in |

IMPORTANT:

If you don't choose an investment option, we will invest it according to the Lifecycle Default Strategy.



did you know?

If you choose SRI, Health Super will only invest your super in shares of socially responsible companies.

IMPORTANT:

In the long-term, SRI investments may be more volatile than other forms of shares.

socially responsible investments



invest

in socially responsible shares

With Health Super, you can use your investing power to support companies and organisations that meet certain standards for social, environmental or ethical operations. Take a look at how you can take an ethical stance and invest in Socially Responsible Investments (SRI).

**available with these options**

The following member investment choice options allow you to invest your super with socially responsible investments:

1. Long-Term Growth;
2. Medium-Term Growth;
3. Balanced;
4. Short-Term Conservative.

**a stringent screening process**

Health Super engages Fund Managers who use screening processes to select companies who are considered for inclusion in Health Super's SRI options. Consideration for inclusion requires companies to meet certain social, environmental or ethical standards.

If Fund Managers do not perform against set criteria, their contract is reviewed or terminated.





**with SRI your super is invested in socially responsible companies**

socially responsible investments

**companies we don't invest in**

If a company is materially involved in certain negative activities, it may be excluded from Health Super's SRI option, depending on each individual Fund Manager's approach. These negative activities include:

- × alcohol;
- × tobacco;
- × pornography;
- × gambling;
- × armaments;
- × the defence industry;
- × uranium and nuclear power;
- × damaging the environment;

**companies we consider**

On the other hand, if a company is engaged in, or has positive policies in relation to one or more of the following activities, they are considered for the SRI option:

- ✓ sustainability;
- ✓ environmentally beneficial technologies (i.e. wind energy);
- ✓ governance and ethics;
- ✓ good workplace practices, and
- ✓ product quality and stewardship.



**overseeing your investments**

Three Fund Managers have been selected to oversee the investments in SRIs.

| Fund Manager | responsible for | visit their website |
|---|---|---|
| Perennial Investment | Australian SRI shares | www. perennial. net. |
| ABN - AMRO Asset Management | International SRI shares | www. abnamro. com. au |
| BIAM Australia Ethical International Fund | International SRI shares | www.biam.ie |

important tips

1. There is a higher level of risk involved when investing in socially responsible investments. Be aware that they do tend to be more volatile than some other forms of investments.

2. Because there are only three Fund Managers, the level of risk is not spread as widely as it is for our traditional investment choice options.

3. SRI is a relatively new investment category, so historical returns are not yet available. If you'd like to see how the individual SRI Fund Managers have performed, take a look at their websites. Their website addresses are in the table above.

did you know?

You can find out more about the SRI Fund Managers by visiting their websites.

You can also log onto

**www.healthsuper.com.au**

for links to all three Fund Managers' websites.

## switching



IMPORTANT:

Switching regularly may have a negative impact on your account balance.

Reacting and switching
because of ups and downs in

the market may have a 12% significant impact on how

much you end up saving for 10% your retirement. For example, in this graph, if you had

8% chosen to invest in Australian
shares in 1988 and kept your

Annualised return (%pa) 6% money there for 15 years, you would have earned 10. 4%

4% p.a. By missing just the 10
best performing days, your
return would have reduced to

2% 8.2% p.a. That's a big

difference and loss to how 0 much you save for your retirement.

missing the best days: 1988 – 2003

# greater

## flexibility for you

Health Super allows members to change investment choice options up to a maximum of 12 times a financial year. That's even more flexibility for you.

When you make your investment choice switch, it will be effective on the first day of the following month.

### how much does switching cost?

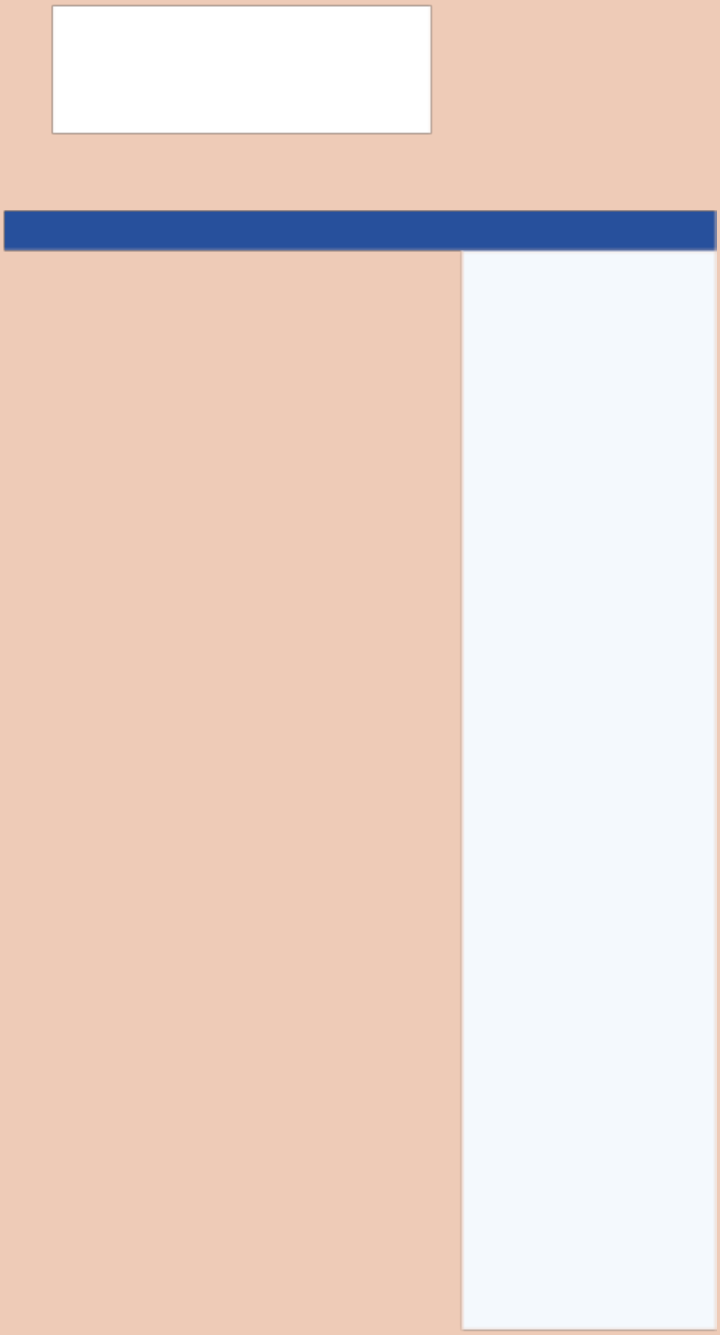
Your first voluntary switch in any financial year is free. Subsequent requests for investment switches in that year will each incur a $25 switching fee. This will be debited from your account, and is the only fee applicable to investment choice switches.

If you request the Lifecycle Default Strategy as your



what gets taken out of your account?

- ✔ **Health Super fees (see page 32)**
- ✔ **Government taxes (see page 34)**
- ✔ **insurance premiums based on what you've chosen (see pages 36, 42, 43, 44 and 45)**
- ✔ **negative earnings**



Health Super fees

what

fees does Health Super take out?

If you compare Health Super's fees to other retail super funds, you can see that our fees are low. We are not driven by needs of external shareholders and deliver all net profits back to you.

**establishment fee**

this is the fee some funds charge to set up member accounts

**contribution fee**

this is the fee some funds charge for the initial and every subsequent contribution made

**withdrawal fee**

this is the fee some funds charge for each member withdrawal (including any installment payments and final payments)

**termination fee**

this is the fee some funds charge when you close your account with them

**switching fee**

this is the fee charged when members switch between investment options offered
the first switch request in a financial year is free, after which the switching fee is applied, with a maximum of 12 switches per year

**adviser service fee**

this is the fee the advisers of some funds charge when they give members advice about their superannuation

**administration fee**

this is an asset-based fee to cover the general cost of administration and is deducted from the earnings before returns are declared

**investment management fee**

this is an asset-based fee for managing investments (refer to table at right for further details) this fee is deducted from the earnings before returns are declared

**issuer fee**

this is the fee charged by some funds to oversee their fund's operations and for providing members with access to their fund's investment options

**expense recovery fee**

this is an estimate of the out-of-pocket expenses some trustees are entitled to recover from their fund

**member fee**

this is a member account-keeping fee and is charged annually to members' accounts or on a pro-rata basis

what the market charges Health Super's fees

nil

nil

**Scheme and Spouse:** nil

**Shelter:** the first three withdrawals free each financial year – $50 thereafter.

nil

first switch FREE, $25 thereafter

nil

up to 0.10% of assets

0.03% to 0.89% of assets

nil

nil

$52 p.a.

**what's taken out of your earnings?**

There are two fees taken out of earnings (not directly out of your account). These are known as 'investment management' and 'administration' fees.

The table below expresses the 'investment management' fee (as at 31 May 2004) as a percentage of the Fund's assets, and as a dollar example of someone who's got $10,000 in their account.

Health Super fees

| IMF regular (%) | IMF SRI (%) | IMF regular $ |
|---|---|---|
| 0.63 | 0.89 | $63 |
| 0.50 | 0.70 | $50 |
| 0.39 | 0.52 | $39 |
| 0.29 | 0.37 | $29 |
| 0.03 | n/a | $3 |

**investment management fee**

Long-Term Growth

Medium-Term Growth

Balanced

Short-Term Conservative

Stopover

**a quick example**

IMF SRI $

$89 $70

$52 $37

n/a



So you've seen our low fees and what we take out of earnings, how does this work?

Let's take an example. Imagine for a moment that you have $10,000 in your super account, and you've chosen the Long-Term Growth Regular investment choice option (without SRI - see page 28). Here's what you can expect to pay.

Remember, you don't have to open your wallet and pay these directly. These fees come out of your super account or the super earnings.

| fee type fee dollar amount |
| --- |
| member fee $52 p.a. $52 |
| max. administration fee 0.10% $10 |
| investment management fee 0.63% $63 |
| **Total - $125** |

The Trustee reserves the right to change fees. Any increase in fees will communicated to members by mail.

IMPORTANT:

In some instances, changing investment choice options may result in an increased investment management fee.

*www. healthsuper. com. au* 33

did you know?

All investment earnings are credited to your account - we do not hold over returns to hide under- performing years.



did you know?

If you combine another super account into Health Super, there will be no tax payable (except in limited circumstances).

**earning more than $94,691? there's Surcharge Tax**

An extra charge is levied on the surchargeable superannuation contributions of higher income individuals ($94,691 is the 2003/04 threshold). The charge (known as Surcharge Tax) is based on your adjusted taxable income plus your total surchargeable contributions and reportable fringe benefits total. The rate of Surcharge depends on your adjusted taxable income. The percentage rate can fall between 0.00001% and 15% tax.

government charges



what

tax does the Government charge?

**tax on money into Health Super**

No tax is paid by the Fund on the contributions you make into the fund from income on which you have already paid tax (after-tax income).

Health Super is required to deduct tax of 15% on:

✓ the contributions your employer(s) makes for you (known as Superannuation Guarantee);

✓ any contributions paid from income on which tax has not been paid (e.g. through salary sacrifice arranged with your employer).

Online service: www.ato.gov.au/super, accessed 31 May 2004

**tax on money transferred into and out of Health Super**

There is no tax if you transfer money from one super fund to another, unless the amount transferred contains an untaxed component (this is a termination payment direct from an employer or a payment from a certain superannuation funds, for government employees). The ATO determines your Adjusted Taxable Income for Surchage purposes.

An untaxed component attracts 15% tax on contributions, and may also be subject to the superannuation tax Surcharge.

**tax on investment earnings of Health Super**

Investment earnings by Health Super are taxed at a maximum rate of 15%, with capital gains taxed at a discounted 10%.

**tax on payments from Health Super**

You may have to pay tax when you draw money from Health Super. This amount paid will depend on your own circumstances, including your age, how long you been in a superannuation fund, and how your super benefit is paid.

- ✓ You pay no tax on the part of your super that consists of the contributions you made from your after-tax income after

30 June 1983.

- ✓ If you are over age 55 and ask for your post-June 83 component paid to you, then the first $117,576 (2003/04) of your post-83 component is not taxed. If you elect to withdraw your post-83 component before you turn age 55, then you will pay 20% tax on this amount (plus Medicare Levy).

- ✓ If some of your super relates to employment before July 1983, you pay tax on only 5% of that part of your super (95% is tax-free). This is shown on your tax return.

- ✓ If you use your super to receive a regular income from a super fund, special tax rates will apply.

- ✓ If your super is paid out to you as a foreign national who is leaving Australia permanently, high tax rates may apply to your benefit. Contact the ATO for details.



**have you given us your Tax File Number?**

It pays to give your Tax File Number (TFN) to Health Super when you join. You do not have to do so, but if you do not provide your TFN you may pay tax at a higher rate than necessary.

If you do not have a Tax File Number, contact the ATO on **13 10 20.**



‘your super account comes with insurance cover to help you prepare for any emergency’

from 1 July 2004 our new insurer is

# what

## insurance is available with Health Super?

As a health worker, you’ve probably seen first hand just how devastating the unexpected can be. When something unforeseen or sudden happens, be it an illness or an accident, you know the impact (both physical and financial) it can have on a person and their loved ones.

So what about your own life and your family’s? If an emergency was to happen, are you really prepared?

With Health Super, not only can you get great insurance cover with your super account, but you can tailor it to suit your lifestyle.

### types of insurance

As a Health Super member you can pick-and-choose the type and level of insurance that suits you. Here are the types of insurance Health Super offers.



**what are your options?**

stick

*with what you've got?*

To stick with what we've given you (see your *Welcome Letter* ) do nothing. Just tuck your form away somewhere safe so you have a record of it.You may need it at a later date to check your level of insurance cover.

flick

*want to opt-out of some or all of your insurance?*

You can choose to flick your income protection and/or disablement and/or death insurance. If you are a new member, you must opt-out within the first 30 days of getting your *Welcome Letter*.

You can:
• Opt-out of everything: This cancels all your insurance.
• Opt-out of income protection insurance (Scheme members only):

This leaves you with death and disablement insurance. • Opt-out of disablement insurance

(if you're a Scheme member, this also flicks your income protection): This leaves you with death only insurance.

Please think carefully before opting-out of any insurance.

If you wish to re-apply for insurance at a later date, you will need to satisfactorily complete a *Confidential Personal Statement*, and meet underwriting conditions.

pick

*want to reduce or get more insurance cover?*

You can reduce or apply to increase your insurance at any time. See page 38 for more details.

**when you take leave**

What happens if you take leave without pay or are on maternity/ paternity leave? You can continue your insurance for up to 12 months (from the time your period of leave commenced) provided:

- you get a written agreement from your employer granting you the leave without pay;

- you have a firm return-to-work date agreed with your employer; and

- you are not travelling to a war zone.



insurance with your account



## work less than 20 hours a week?

If you work less than 20 hours a week, you cease to be eligible for income protection. You must notify us so we can stop deductions, and rebate you from the time you joined the Fund (if applicable).



## starts

The date you joined your employer in the Health and Community Services Industry.

## ends

Your cover ends upon your written request or when you stop being a Health Super Scheme member.*



**important**

When your super is moved to a Shelter account, we will send you a letter. Within the first 30 days from the date of this letter you will:

• be automatically insured if you die or become disabled (provided you had this cover in your Scheme account);

• have the option to continue your death only cover, which will become effective after the 30 days; and

• be no longer covered for income protection from the date of resignation.

This means that if we don't hear from you within 30 days, your death and disablement insurance (if any) will cease.

**re-applying or applying for insurance in Shelter/Spouse accounts**

As a Shelter/Spouse member you can apply or re-apply for insurance at any time.

**up to age 59**

If you have a 'Shelter or Spouse' account, you're under age 59, have at least $1,000 in your super account and work more than 20 hours a week (on average over 3 consecutive months) you can apply or re-apply:

- ✓ for death only or death and disablement insurance (up to a total of 8 units);

- ✓ to increase, or reduce your cover at any time.

**aged 60-69**

If you have a 'Shelter or Spouse' account, you're aged 60-69, have at least $1,000 in your super account and work more than 20 hours a week (on average over 3 consecutive months) you can apply:

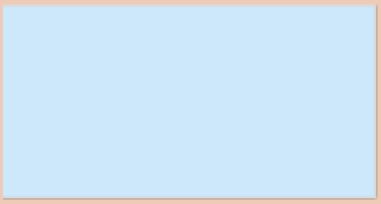
- ✓ death only cover (up to a total of 8 units);

- ✓ to increase, or reduce your cover at any time.

**work under 20 hours a week?**

You can apply for up to 8 units of death only cover.

insurance with your account





starts

Your insurance will start from the date AIG Life accepts your request for insurance cover.

ends

We will stop your cover if you request us to or if you leave Health Super.*

starts

Your insurance will start from the date AIG Life accepts your request for insurance cover.

ends

We will stop your cover if you request us to or if you leave Health Super.* Any insurance also ends on your 70th birthday.

‘your insurance may change depending on your situation...’

tip

For both Spouse and Shelter accounts, our insurer AIG Life, requires you to complete a *Confidential Personal Statement*, and you may have to meet underwriting conditions.



did you know?

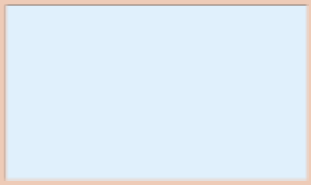
If you resign, any income protection insurance will cease straightaway. Any death and disablement insurance you had could also end.*

If your break in service is longer than 4 weeks (for full/part-time) or 8 weeks (casual), Health Super sends you a letter about your options. Your super may be moved to a Health Super Shelter account, in which case your insurance will change.

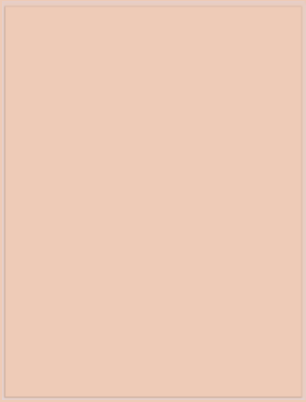
* Additional conditions also apply. See ‘when you are no longer insured’ on page 49 and ‘when your income won’t be protected?’ on page 50.

did you know?

If you re-join Scheme from a Shelter account, you will receive only the automatic level of Scheme cover, and will have to re-apply for additional insurance for which you may have been previously accepted.



about your insurance with Health Super



at a glance

- Great value.
- You can be covered for death, disablement and loss of income.
- No upfront costs – premiums come out of your super account. ^
- Apply to increase your cover at any time.

^ The cost of your insurance cover is deducted from your Health Super account. This will appear on your super *Statement*.

To help cover cost of administration, Health Super will receive remuneration from AIG. This will be to the value of one cent per dollar cost of a unit of death, disablement and income protection that our members receive.

great value

insurance at your fingertips

Health Super has a range of insurance options you can choose from. What's more, the cost comes out of your super account – not directly from your pocket. So it's easier for you.

This booklet tells you how to:
✓ estimate how much cover you'll need (see page 46);*
✓ choose your insurance type and pick your level of cover;
✓ change your insurance at any time - increase*, reduce or opt-out, and more.

* Subject to satisfactorily completing a *Confidential Personal Statement* and meeting underwriting conditions.

**here's what you can get**

The type of insurance you can have depends on the type of account you have with Health Super – Scheme, Shelter or Spouse. Here's how it works.

| account type | death and disablement (see | income protection |
|---|---|---|
| **Scheme** | ✓ | ✓[1] |
| **Shelter** | ✓[2] | ✗ |
| **Spouse** | ✓[2] | ✗ |

did you know?

If you're a Scheme member with automatic insurance, you're covered for death, disablement and loss
of income as a result
of sickness or injury for just $2.75 a week.*
* Subject to conditions

‘it’s easy, the cost just comes out
of your super account not your wallet. . .’



1 Provided you work at least 20 hours per week (on average over 3 consecutive months).

2 For super accounts over $1,000. Eligible for death and disablement insurance only if gainfully employed and work for at least 20 hours

per week (on average over 3 consecutive months) at the time of applying for insurance cover.

**who receives my death benefit?**

If you haven't already done so, you can nominate whom to leave your death benefit to if you die. Simply complete a *Nominating your beneficiaries* form. If you die while a member of Health Super, we will pay your death benefit to one or more of your dependant/s and/or legal personal representative.

It's important to note that your nomination is only a guide for the Health Super Trustee who is obliged to pay your death benefit in accordance with the *Trust Deed*
and superannuation laws. You can download the latest copy of the *Trust Deed* from www. healthsuper. com. au



**how to change your insurance**

At Health Super, we understand the importance of peace of mind. If something should happen to you, you want to make sure you and your family will be able to cope. That's why you can apply to increase your level of insurance
at any time.

Here's how to change your insurance.

- 1 Choose your insurance type
  Check the table on page 40 to see what type of insurance you can get with your account. To see which account you've got and what your options are, check your *Welcome Letter* included in the mail out pack.
  If you want to stick with the insurance that is offered to you automatically, then you don't need to do anything.

- 2 Pick your level of insurance
  Next, you need to work out how much insurance you need.

First, take a look at how much insurance you can get automatically after 1 July 2004 (this will appear on your *Welcome Letter)*. Will it be enough? To find out, work out how much insurance you think you will need to cover lifestyle expenses. Bills, education fees, day-to-day costs, you name it. Just write it down.

- 3 Complete the form

  If you decide to increase your level of insurance, you must complete an *Insurance Form* and a *Confidential Personal Statement (CPS)* at **www.healthsuper.com.au**. The CPS can also be download from **www.healthsuper.com.au**
  All requests for increases in insurance cover are subject to the satisfactory completion of the *CPS* and meeting underwriting conditions (e.g. health history). If you want to apply to reduce or opt out of insurance just complete the relevant section of the *Insurance Form*.

- 4 Send

  Send your completed form and CPS to:
  Health Super
  Locked Bag 27 Camberwell VIC 3124
  You will be advised if additional information is required.

- 5 Receive

  If approved by AIG Life, your additional insurance cover begins from the date of the letter of acceptance.

try our calculator

As a guide to how much insurance cover you may need, log onto www.healthsuper.com.au



what does
20 hours mean?

The 20 hours per week (on average over 3 consecutive months) includes all sources of employment including your primary job or other jobs you may have e.g. part-time jobs.

where to start

To help decide how much you'll need:
• for death and disablement insurance, go to page 42. • for income protection insurance, go to page 44.

For help reducing or cancelling your insurance, go to page 53.





death and disablement insurance



## at a glance

- Low cost per unit per week – death only – $0.63, death and disablement – $1.05.*
- Apply to increase your cover at any time.*

## available with

• Health Super Scheme, Shelter and Spouse accounts.

* A premium loading may apply if your application does not meet the standard underwriting conditions (see page 53).

protection

with a one-off payment if you die or become disabled

Sometimes things in life don't always go as planned. That's why it's important
to make sure you're covered in case of the unexpected. With our death and disablement insurance, you can get a one-off payment if you cease employment because you become totally and permanently disabled, or die.

**great value insurance**

This insurance gives you so much for so little. The cost will depend on your level of insurance – that is, how many units of insurance you choose.

To make it easy for you, the premiums are deducted directly from your Health Super account. It will impact on your overall super account balance, but you can monitor costs on your super *Statement*.

**how to apply for additional insurance**

See the ‘how to change your insurance’ section on page 41.

**how much additional death and disablement cover can you apply for?**

This will depend on the type of account you have (Scheme, Shelter or Spouse),
and the amount of hours you work a week (averaged over a consecutive 3 month period) at the time of your application.

| over 20 hours a week | under 20 hours a week |
| --- | --- |
| Scheme accounts: | Scheme accounts: |
| You can apply for up to $5,000,000 for death and $2,000,000 for disablement insurance. | You can only apply for a maximum total of 8 units of death and disablement insurance. |
| Shelter and Spouse accounts: | Shelter and Spouse accounts: |
| You can apply for a | You cannot apply for |



24 or under

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60*

61*

62*

63*

64*

65*

66*

67*

68*

69*

$38,000

$36,000

$34,000

$32,000

$30,000

$30,000

$30,000

$30,000

$30,000

$30,000

$30,000

$28,000

$26,000

$24,000

$22,000

$20,000

$19,000

$18,000

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$83,100

$83,100

$83,100

$83,100

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$83,100

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$83,100

$83,100

$83,100

$77,900

$72,700

$67,500

$62,300

$57,100

$51,900

$46,700

$42,500

$38,400

$35,200

$32,100

$29,000

$25,900

$22,800

$20,700

$18,600

$16,500

$14,500

$12,900

$11,300

$10,200

$9,200

$8,200

$6,200

$5,200

$4,100

$4,100

$4,100

$4,100

$2,200

$2,000

$1,800

$1,700

$1,500

tip

When you apply for additional death and disablement insurance cover,
until the cover is accepted or declined, you will be covered in the interim for accidental death for the amount you applied or $250,000, whichever is less.

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$249,300

$233,700

$218,100

$202,500

$186,900

$171,300

$155,700

$140,100

$127,500

$115,200

$105,600

$96,300

$87,000

$77,700

$68,400

$62,100

$55,800

$49,500

$43,500

$38,700

$33,900

$30,600

$27,600

$24,600

$18,600

$15,600

$12,300

$12,300

$12,300

$12,300

$6,600

$6,000

$5,400

$5,100

$4,500

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$337,500

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$285,500

$259,500

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$212,500

$192,000

$176,000

$160,500

$145,000

$129,500

$114,000

$103,500

$93,000

$82,500

$72,500

$64,500

$56,500

$51,000

$46,000

$41,000

$31,000

$26,000

$20,500

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$20,500

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$9,000

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$7,500

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$831,000

$831,000

$779,000

$727,000

$675,000

$623,000

$571,000

$519,000

$467,000

$425,000

$384,000

$352,000

$321,000

$290,000

$259,000

$228,000

$207,000

$186,000

$165,000

$145,000

$129,000

$113,000

$102,000

$92,000

$82,000

$62,000

$52,000

$41,000

$41,000

$41,000

$41,000

$22,000

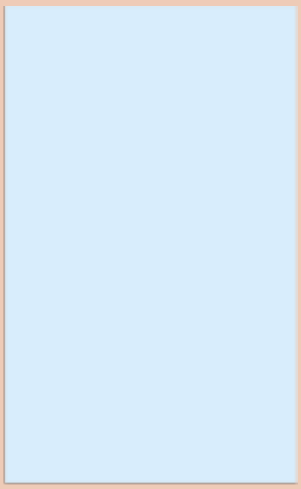
$20,000

$18,000

$17,000

$15,000

death and disablement insurance



**choose a level of death and disablement insurance**

Use the table below to compare how much insurance you could get before and after 1 July 2004 according to:

- your age; and

- how many units you have.
  You can choose to reduce or cancel your insurance at any time. See page 53 for details.



1 unit

| |
|---|
| death & TPD |
| death only |

$0.50 per wk

$0.50 per wk

$40,000

$1.05 per wk

$0.63 per wk

$83,100

new scale from 1 July 2004

Age at 1 July 2004

1 unit

3 units

$3.15 per wk

$1.89 per wk

$249,300

5 units

$5.25 per wk

$3,15 per wk

$415,500

10 units

$10.50per wk

$6.30 per wk

* Death only Cover is from age 60 onwards. The same conditions apply for death only cover.

death and TPD:

You can apply for
any number of units (see left table). Simply multiply the cost $1.05 per unit by the number of units you want.

Imagine you want 15 units of cover. The cost would be: $1.05 per week x 15 units = $15.75 per week.

old scale before 1July 2004

death only cover

You can apply for
any number of units (see table). Simply multiply the cost $0.63 per unit by the number of units you want.

Imagine you want
15 units of cover. The cost would be: $0.63 per week x 15 units = $9.45 per week.



income protection insurance



# get paid

## monthly if you’re unable to work

Now you can get paid if you're unable to work temporarily. With Health Super's income protection insurance, you can apply to get paid up to 75% of your monthly pay packet for up to 2 years (after a 90 day waiting period).
This is paid if you become temporarily disabled while employed.

Just choose the level of cover that suits you.

## at a glance

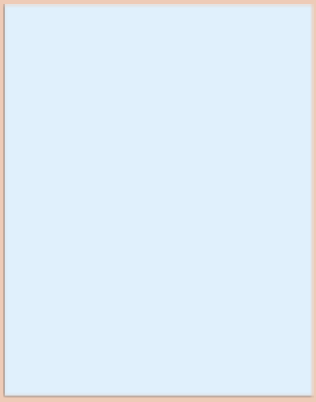
- Provides you an income if you fall sick or have an accident and become temporarily disabled while employed.
- Low cost first 2 automatic units costing $1.70 per week.
- Apply to get up to 75% of your gross income paid monthly (after a 90 day waiting period) for up to 2 years.
- Ceases at age 60.
- You must work at
least 20 hours a week (on average over 3 consecutive months) to be eligible. Otherwise you won't be covered.

## available with

- Health Super Scheme accounts only.
- You must also have death and disablement insurance.



income protection insurance



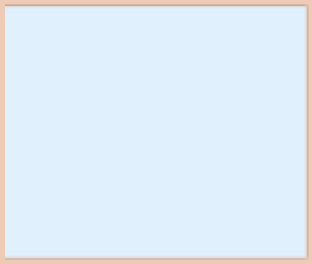
**work out how much you need**

Your income is a valuable asset. So make sure you have enough cover in case something goes wrong and you can't work. Follow these steps to see how much income protection insurance you can get, and how to apply for more.

1 Look at how much automatic income protection cover you can get.

The automatic level of 2 units for a Scheme account is shown below. This gives you an income protection payment of $750 a month for only $1.70 a week. The cost for each additional unit (i.e. on top of the automatic 2 units) is also set out below (see step 2).

| number your annual of units gross<br><br>income<br><br>75% of weekly your income cost*<br><br>per month (income protection) |
| --- |
| 1 $6,000 $375 $0.85 |
| 2 (automatic level) $12,000 $750 $1.70 |





* The weekly cost is calculated on a 90 day waiting period. The waiting period commences from the date you are first examined and certified by a registered Medical Practitioner as being temporarily disabled.

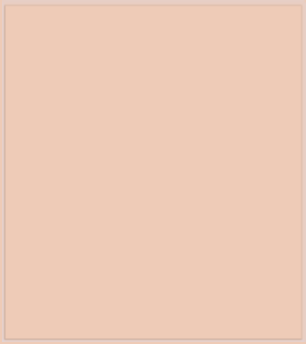
2 See how much it will cost to apply for up to 75% of your income.

< 40 years 40 - 44 45 - 49 50 - 54 55 - 59

}

$0.64 $1.05 $1.46 $2.01 $2.64

| number your annual of units gross<br><br>income<br><br>75% of weekly your income cost*<br><br>per month (income protection) |
|---|
| 3 $18,000 $1,125 |
| 4 $24,000 $1,500 |
| 5 $30,000 $1,875 |
| 10 $60,000 $3,750 |
| 20 $120,000 $7,500 |
| 30 $180,000 $11,250 |



example

Jenny is 39 and earns $40,000 a year as a Nurse, and she would like to insure herself for $1500 a month (which is 75% of her salary). That means she will need to insure herself for 4 units of cover. To calculate the additional cost, all she would do is this.

1. subtract: First subtract her automatic number of units from the total number. (i.e. 4 units - 2 units = 2 additional units)

2. multiply: Using the age table, she would multiply the number of additional units (i.e. in this case 2 units X $0.64 per week = $1.28 per week).

3. add: Then she would add the $1.70 (automatic cost of 2 units) to the cost (i..e. $1.28 + $1.70 = $2.98 per week be deducted from her super account).

**your options when you get a pay rise**

You can increase your income protection insurance by no more than 2 units every 3 years with any salary increases. Just make sure you supply us your completed *Insurance Form* within one month of the effective date of your salary increase, and provide us evidence of the increase.You will not be required to complete the *Confidential Personal Statement*. Call 1800 33 17 19 for an *Insurance Form*.

**no longer working?**

If you resign or become redundant, your income protection insurance will cease.

**how to apply for additional insurance**

See the ‘how to change your insurance’ section on page 41.

**cost of additional units**

***(first 2 units $1.70)***

your cost per age additional

unit

did you know?

As a Health Super Scheme member, you get automatic income protection cover. This means premiums are automatically deducted from your super account (unless you opt-out of income protection).

'take the stress out of getting seriously ill by insuring part of of your pay...'

---

did you know?

The cost of income protection isn’t tax deductible on your tax return, because the premium comes from your super account.

'simple questions and examples
to help you'

| **estimate how much cover you may need** | | |
|---|---|---|
| questions | an | your |
| **A.** Think of your current debt levels. Include mortgage, car loans, | e.g. $400,000 | |
| **B.** Estimate how much a funeral, etc. would cost in | $5,000 | |
| **C.** How much would you like to leave your family in | $100,000 | |
| **D.** Add up (A), (B) & (C). This is an idea of how much | $505,000 | |
| **estimate how many units you may need** | | |
| **E.** How old are you | 35 years old | |
| **F.** According to the scale on page 42, how much does | $83,100 | |
| **G.** Subtract (F) from (D). This will tell you how much | $421,900 | |
| **H.** To calculate how many units | 6 units | |
| **I.** How much insurance cover does this give you with Health Super? | $498,600 | |
| How much will this level of death and disablement insurance cost per week? Remember one unit of death and disablement | $6.30 per week | |
| How much will this level of death only insurance cost per week? Remember 1 unit | $3.78 per week | |



note:

This table should be used only as a guide. Health Super recommends that you seek financial advice to determine how much insurance cover is adequate

for your needs. Call Health Super Financial Planning on **1300 78 02 23**.

insurance questionnaire

estimate

your own level of death and disablement cover

Don’t know how much death and disablement insurance you’ll need? Don’t worry, we understand it can seem a little daunting at first. So grab your pen, and take a few minutes to complete the questions below. It should help you get
an estimate of how much cover you need, and how much you can expect it to cost.

**how to apply for additional insurance**

Complete the *Insurance Form* and *Confidential Personal Statement* and send it in to us. See page 41 for more information.

See how these members have used Health Super insurance to secure their lifestyles.

**why Mary's family's future is secure**

something about Mary

As a Charge Nurse at a busy medical centre, Mary sees first hand the importance of disability insurance. She knows life's full of risks and how easily someone could become a quadriplegic. And she knows how life-changing it would be if that happened to her. Mary wants to make sure that if something was to happen to her, then at least her husband and 3 children would be looked after.

Mary says: 'When I heard I could get automatic death and disablement insurance cover as a Health Super member, I went online to www.healthsuper.com.au find out more.'

automatically insured for $57,100

Just by joining Health Super, Mary could be automatically insured for $57,100 for death and disablement. All this for only $1.05 a week. Plus, with automatic insurance, Mary didn't have to provide Health Super with any insurance application forms or evidence of health to receive $57,100 worth of cover.

more cover, no hassles

'Getting $57,100 worth of insurance was great, but it wasn't enough,' admits Mary. 'To properly look after the family, I wanted to be insured for much more'.

So she applied for a total of 3 units of cover which would get her $171,300 of cover at a low cost of $3.15 per week. After meeting the necessary conditions, Mary's application was approved. Her additional cover started from the date she received the letter of acceptance.

'That is such great value,' Mary says. 'I couldn't get death and disablement insurance this cheap outside of Health Super. What's better, the cost comes out of my super account, not directly out of my pocket.'

Mary

Age: 40 years old

Status: Married with 3 children

Career: Charge Nurse

Works: newly employed at a large public hospital in Melbourne

Loves: Her family

**why there's no stress for Jess**

it could happen to you

Last winter, Jessica went skiing at Thredbo with her friends. In one terrible moment,
her life changed drastically. She lost control of her skis and hit a tree. Jessica suffered multiple fractures and was taken to hospital. Given the severity of Jessica's injuries, the doctors estimated that it would be at least a year before she would be fully fit and return to work.

'My life was turned upside down,' says Jessica, 'Aside from trying to recover from my injuries, suddenly I had to worry about how to pay rent and bills, buy food and survive being out of work for a year.'

relax, you're automatically covered

What Jessica didn't know was that when she joined Health Super and she was employed for more than 20 hours a week, she got automatic income protection. Better still, it cost just $1.70 a week, which was deducted automatically from her super account. So after the initial 90 day waiting period, Jessica was able to get $750 paid to her monthly in arrears for up to 2 years.

'Look, every little bit helps. I got part of my pay packet when I didn't have to work. I could just concentrate on getting better. It was such a relief when I found out I had some cover, but I wish I had looked into it more,' she says.

Jessica

Age: 27 years old

Status: Single

Career: Aged-care worker

Works: For an aged-care provider in Sydney

Loves: Skiing

These examples are illustrations only.







your death insurance cover

your super account balance

your death benefit (Government taxes apply if paid to a non-dependant)






| | |
|---|---|
| Total and Permanent Disablement | Total and Permanent Disablement means that you: - a) as a result of injury, sickness or disease:<br><br>i) have not performed any work for an uninterrupted period of at least 6 consecutive months solely due to the same injury, sickness or disease; and<br><br>ii) are attending and under the regular care and following the advice of, a Registered Medical Practitioner and have undergone all reasonable and usual treatment including rehabilitation for the injury, sickness or disease; and<br><br>iii) after consideration of all the medical evidence and such other evidence as AIG Life may require, have become incapacitated to such an extent as to render you unlikely ever to be able to engage in your own occupation and any occupation for which you are reasonably suited by education, training, re-training and experience.<br><br>OR<br>b) have suffered the total and irrecoverable loss of use of :<br><br>• i) both hands; or<br><br>• ii) both feet; or<br><br>• iii) one hand and one foot; or<br><br>• iv) the sight of both eyes; or<br><br>• v) one hand and the sight of one eye; or |
| Date of Disablement | The Date of Disablement is the later of the date on which:<br><br>• the sickness or injury that was the main cause of your disablement commenced or occurred;<br>or |

‘look after your kids even if you’re not around...’

your disablement insurance cover

your super account balance

your disablement benefit (Government taxes apply)

death and disablement insurance

claiming

your insurance if you die or become disabled

**what we pay if you die**

If you die while you're employed Health Super will pay your death benefit to one or more of your dependants and/or legal personal representative.

+=

**what we pay if you become disabled**

If you cease employment because you are totally and permanently disabled, Health Super will pay you a lump sum disablement benefit. Here’s how we work it out.

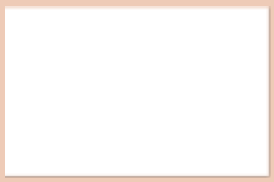
+=

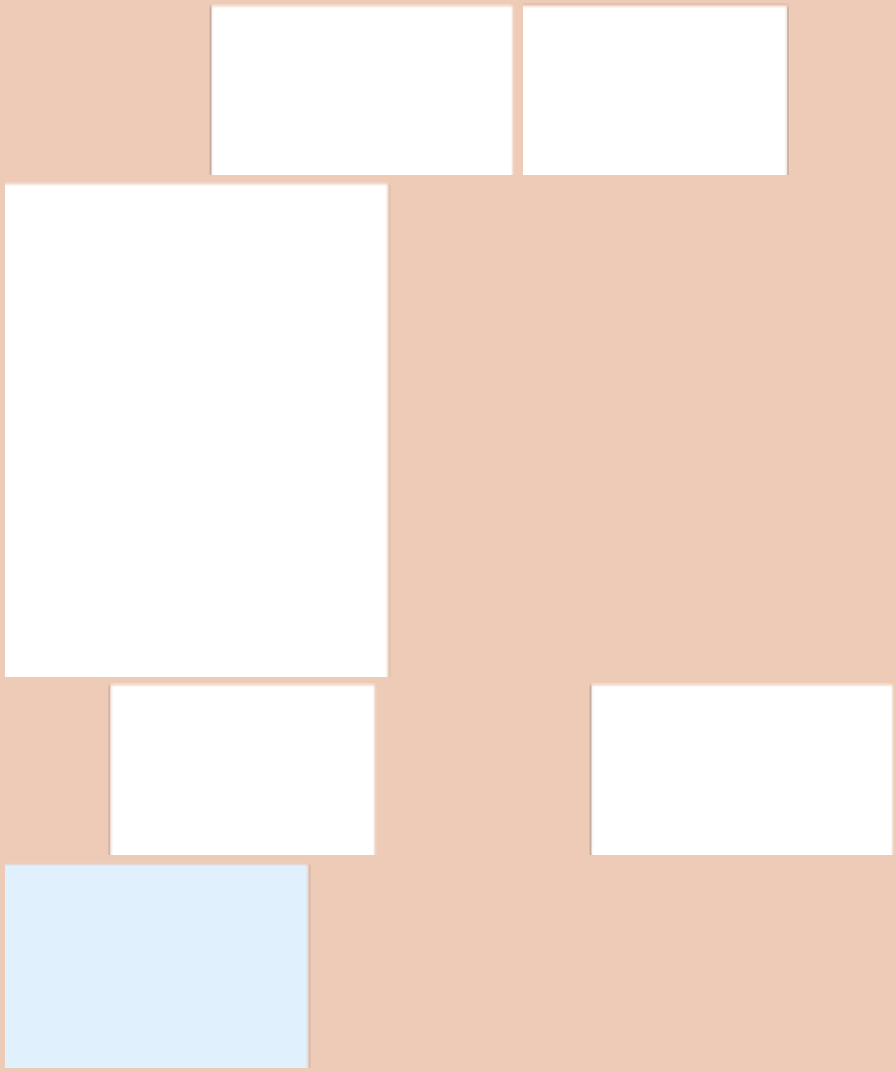
Want to know how to make your benefit last? Speak to Health Super Financial Planning on **1300 78 02 23**.

**some definitions we use**

Basically, if you make a claim, AIG Life will apply these definitions as stated in the *Group Life Policy Document* to assess your claim.

Here they are.







death and disablement insurance



## when you are no longer insured

Your Health Super death and disablement insurance cover will cease on the first occurrence of any of the following specified events:

- you are no longer a Health Super member;
- you reach age 60 for disablement insurance; age 70 for death only insurance;
- you die;
- you are assessed as totally and permanently disabled (in which case you will be paid out a lump sum amount equal to your disablement insured benefit);
- you join any Armed Forces of any country, other than the Australian Defence Forces Reserve;
- Health Super receives written advice that you wish to cancel your cover; or
- your account balance is insufficient to cover the next premium deduction, and we will notify you to that effect. Please make sure you have enough in your super account to pay for the cost of insurance. Otherwise you will have no cover.

## when you can't make a claim

From 1 July 2004, you or your dependants will not be able to claim death or disablement insurance cover from Health Super if your death or disablement is caused directly or indirectly from:

- serving in the Armed Forces of any country

‘continue to care for people important
to you…’



did you know?

While income protection cover ceases at age 60, you could be eligible to make a claim before your 60th birthday that is payable for up to a 2 year period
(i.e. before you turn 62).

income protection insurance

claiming

on income protection for *total* disability

**what does total disability mean?**

This means that due to illness or injury, you are:

- continuously unable to perform your usual occupation;

- not working at all; and

- remaining under care and following the advice of a Medical Practitioner.

**what does pre-disability income consist of?**

There are certain conditions concerning returning to work.When we refer to ‘pre-disability income’ this is defined as your average gross monthly income earned over the 12 consecutive months before you become disabled. Your pre-disability income also include regular commissions, regular bonuses and fringe benefits (excluding mandated superannuation contributions but not excluding salary sacrificed super contributions).

If you directly or indirectly own part or all of a business or professional practice from which you earn a regular income, pre-disability income includes what is generated by the business due to your own personal exertion or activities. Investment income, business expenses and mandated super contributions are excluded.

**when won’t your income be protected?**

Your income protection insurance cover will cease on the first occurrence of any of the following specified events:

- you are no longer working for at least 20 hours a week (on average over 3 consecutive months);

- you leave Health Super Scheme or moved to Health Super Shelter;

- you reach age 60;

- you die;

- you suffer a disability (of either or both of a physical or intellectual nature)
  and are employed in sheltered workshops (or such arrangements which are akin to sheltered workshops) due to your physical or intellectual capacity (see page 54 for more

details);

- you are serving in the Armed Forces of any country, other than the Australian Defence Forces Reserve; or

- your account balance is insufficient to cover the next premium deduction, and we will notify you to that effect. Please make sure you have enough in your super account to pay for the cost of insurance.





income protection insurance

did you know?

Your monthly income protection payment does get taxed. It is regarded as taxable income and attracts the same tax as your wages or salary.

This 'Pay As You Go' (PAYG) tax is deducted from the benefit before it is paid to you.

You will be asked to provide Health Super with your Tax File Number (TFN), otherwise Health Super will deduct PAYG tax at the highest marginal tax rate.

**receiving your income protection insurance benefits**

Here's what happens when you make a claim.

1 Wait 90 days
If you're unable to work due to illness or injury, you must:

✓ have a Medical Practitioner assess you as being totally disabled, and unable to work (see above for the definition of total disability);

✓ wait the 90 day waiting period before you can receive any income protection benefits.

You are permitted to return to work for up to 5 days during the waiting period without affecting the waiting period.

2 Receive your benefits monthly

If you are still assessed by a Medical Practitioner as totally disabled, then you will receive your first payment 1 month after the 90 day waiting period has expired. Monthly income protection benefits paid to you are increased annually either by CPI or by 10%, whichever is less.

**when will the monthly payments be reduced?**

Your monthly income protection benefit will be reduced by any income you receive or are entitled to receive in respect to your sickness or injury. This includes any:

- sick leave payments;

- amount payable under legislation such as Worker's Compensation,

Social Security benefit, or motor accident compensation;

- benefits payable under other income protection policies; and

- lump sum payments (other than Health Super's disablement benefit) are
converted to a monthly amount (i.e. divided by 60) and applied over a maximum 5 year period.
**when will the monthly payments stop?**
Your monthly payments made to you will stop on the first occurrence of any of the following specified events:

- you die;

- the 2 year benefit payment period expires;

- you no longer satisfy the definition of total or partial disability; or

- you are assessed as totally and permanently disabled. If you are assessed as totally
and permanently disabled, then you will be paid out a lump sum amount equal to your disablement benefit (see page 45).
**when you can't make a claim?**
important
You will not be able to claim your income protection benefit from Health Super if it is caused directly or indirectly from:

- serving in the Armed Forces of any country, other than the Australian Defence Forces Reserve;

- a war or act of war (whether declared or not);

- a pre-existing condition. Automatic cover does not extend to pre-existing conditions
if a similar benefit could be claimed from another insurer at

the time theceases from
cover was provided by AIG Life;

- HIV/AIDS, which you knew to exist prior to the cover commencing and/or if
you are employed by a specific employer group with ‘affirmative action’ policies
of employing people with HIV/AIDS (please refer to page 54 for more details);

- intentional self-injury or suicide, occurring within 13 months of being approved
for additional cover; or

- an uncomplicated pregnancy, childbirth or miscarriage.



‘get back to work sooner’



income protection insurance

claiming

income protection if you are *partially* disabled

The income protection policy has a partial income benefit. Just be aware that this only applies when you return to work for at least 10 out of 14 days during the waiting period.

**what does partial disability mean?**

This means you:

- have been totally disabled for at least 10 out of 14 consecutive days during the waiting period;

- are unable to work at your full capacity in your regular occupation;

- have a monthly income less than 75% of your pre-disability income; and

- are under regular care and following the advice of a Medical Practitioner.
  And of course, your Medical Practitioner must be a qualified and registered Practitioner who is not a work colleague nor related to you.
  **when will partial payments stop?**
  Partial income protection benefits will cease on the earliest of the following:

  - the date you are able to resume your normal duties;

  - the 2 year benefit payment period expires; or

  - you die.
    Benefits will be paid monthly in arrears and they are only payable while you remain in the continuous care of a registered Medical Practitioner and comply with the reasonable advice for treatment given by that person.
    **what happens if your disability re-occurs?**
    If you make a further claim arising from the same or related disability as the first claim, then the further claim will be treated as a:

- separate claim if it occurred after you returned to work for at least 6 months; or

- continuation of the first claim, if made within 6 months of ceasing payments from
  the earlier claim.
  **what happens if you return back to work during the waiting period?**
  There are certain conditions concerning returning to work. If, immediately following a period of total disability of at least 10 out of 14 consecutive days during the waiting period, you return to work:

- with the same employer(s);

- with another employer(s) on the advice of a registered Medical Practitioner
  and with Health Super's consent; or

- in some gainful employment and are earning less than you would have been
  earning if you hadn't suffered from disability,
  then you will be deemed to suffer partial disability and Health Super will pay you a partial income protection benefit - this is calculated as a proportion of your monthly income protection benefit.

your

questions answered

**how to make a claim**

1. Notify Health Super on 1800 33 17 19 as soon as possible. If you are hospitalised, you must notify us straightaway that there may be a potential claim for total and permanent disability, and/or income protection.

2. We'll send you the relevant forms for you to complete and send back to Health Super.

Depending on your claim, you may be asked to provide further medical evidence or other information, i.e. an interview, financial information, etc., to assess your claim.

Any additional information required by AIG Life in respect to the claim will be passed onto the Trustee. Throughout the process, the Trustee will be kept informed in regards to the claims progress.

If in the opinion of AIG Life, you are assessed as being terminally ill and not expected to live for 12 further months, then AIG Life may approve payment of your death insurance cover in advance to you.

**can I reduce or cancel my insurance?**

Yes. Just fill out the *Insurance Form* and send it into us. We'll reduce or cancel your insurance from the date we receive your request. But before you make that decision, also be aware that if you wish to re-instate your insurance later, then it will be subject to satisfactory completion of the *Confidential Personal Statement* and underwriting conditions e.g. health history. There is no automatic acceptance.

**what happens when I submit my application for extra cover?**

When Health Super receives your *Insurance Form* and the *Confidential Personal Statement*, we will forward it to AIG Life for assessment and approval.

Depending on the information in your *Confidential Personal Statement* and the level of additional cover requested, AIG Life may ask you for extra information. This may include but is not limited to:

- a full medical examination by a doctor;
- full blood tests;
- an electrocardiograph (ECG);
- proof of income for additional income protection cover requests.
  The cost of medical examinations required and requested by AIG Life will be met by AIG Life.
  If approved by AIG Life, your additional insurance cover begins from the letter of acceptance.
  about loaded premiums: If your application does not meet the standard underwriting conditions, AIG Life may apply premium loadings or exclusions. These will be notified to you.
  **what if I'm travelling overseas?**
  You will be insured 24 hours a day when you are on holiday travelling in any part of the world.
  If you are seconded overseas for reasons of employment (other than to a war zone) for more than 12 months, then you

must write to Health Super in order to negotiate an extension with AIG Life. AIG Life may accept the extension depending on the type, and location of your secondment. Otherwise, your income protection will cease after 6 months and your death and disablement insurance will cease after 12 months.

your questions answered







your questions answered

‘experts are
just a phone call away’

**how much cover is enough?**

There isn’t a hard and fast rule with this one. It really depends on you and your lifestyle. And if you’re like most people, there is a risk that you may not have enough insurance now and later on.

The important thing is to think about the future. Just because you're insurable now, doesn't necessarily mean that you will be in the future.You may also have an existing policy with another provider. Look at both policies, and work out what you need.

There might be a risk that insurance with Health Super may not provide you with the same benefits that you have available under your existing policy. Also ensure that your insurance cover with Health Super is in place before you consider cancelling your existing policy.

Think about getting advice. This is an important decision, and Health Super recommends that you get advice from either a representative of Health Super Financial Planning or your own adviser. They will thoroughly assess your needs so you choose the right amount of insurance appropriate to your needs.

**what if I work for an affirmative action employer or a sheltered workshop?**

If you work for an affirmative action employer or a sheltered workshop, certain conditions apply.

affirmative action employers

For example, if you work for an employer with affirmative action policies in relation to people with HIV/AIDS; and you contract HIV or AIDS before 1 July 2004; and make a death and disablement claim as a result of having HIV/AIDS, then you will not be covered.

These affirmative action employers include, but are not limited to, the following: AIDS Action Council of ACT, AIDS Council of Central Australia, AIDS Council of NSW, AIDS Council of Housing Action Group of Victoria, AIDS LINE Incorporated, Adelaide HIV/AIDS Counselling Team, Australia Federation of AIDS Organisations, Foley House Incorporated, National. Association of People Living with HIV/AIDS, NSW Users and AIDS Association, Queensland AIDS Council, Queensland Aboriginal and Islander Health Forum, QUIVVA, Tasmanian AIDS Council, The Australian AIDS Fund Incorporated, Victorian AIDS Council/Gay Men's Health Centre, and Western Australian AIDS Council.

sheltered workshop

If you have a disability (either or both of a physical or intellectual nature); and work for a sheltered workshop or in an arrangement

similar to a sheltered workshop, then you will not be covered for income protection at all.You should notify us immediately to opt out of income protection so we can stop deducting premiums.

These employers include, but are not limited to, the following: Multiple Sclerosis Society of Council of ACT, AIDS Council of Central Australia, AIDS Council of NSW, AIDS Council of Victoria, Nadrasca Incorporated, Royal Victorian Institute for the Blind, Scope (Victoria), and Yooralla Society of Victoria.



glossary

understanding investment terms

glossary

absolute return funds

asset

asset allocation asset class

bonds

cash

debentures

default investment strategy derivative

diversification

fixed interest securities growth assets

inflation

interest-bearing assets

portfolio

also known as hedge funds, aim to provide absolute returns by operating in a variety of investment markets and are able to use a variety of non-traditional investment strategies to produce those returns.

a resource, such as real property, cash, shares etc, belonging to a person, company, individual business or other party with the aim of producing future economic gain, such as income or capital gain.

dividing investments across the different asset classes.

a broadly defined category of financial assets. The seven major asset classes are cash, property, Australian and international fixed interest securities, Australian shares and international shares.

a fixed-interest security, bonds are issued to investors by corporations, government and semi-government authorities, in return for cash. Bonds are considered to be relatively safe investments.

a major asset class. This can include bank bills and treasury notes, as well as cash in the bank. Considered to be the least risky asset class for investment.

a type of secured loan that is issued by companies to provide an income stream for assets of that company. Debentures generally raise money for 2 to 5 years.

This is the investment strategy that applies to those members who DO NOT make an active investment choice.

a financial contract that derives its value from an underlying security (like a share), liability or the index. Examples of derivatives include forwards, futures, options, share ratios, warrants and swaps.

a risk management strategy where investments are spread across the asset classes, within asset classes and across Investment Managers.

one of the seven major asset classes. Includes bonds, bank bills and debentures.

a general term for assets such as shares, property and absolute return funds, which provide investment returns that outperform inflation over the medium to long term.

refers to the increase in the general price of goods and services in the economy, measured in terms of movement in the Consumer Price Index (CPI).

a general term for assets such as fixed interest and cash which represent borrowed funds, which are repaid with interest.

this usually refers to a collection of investments of a particular Fund or Investment Manager.





property

returns

risk

shares

socially responsible investments

switching time horizon volatility

a major asset class. Includes investing in commercial, industrial and residential real estate. A growth asset which, over the long term, has generated higher returns than cash or fixed interest securities, but can also be volatile.

the amount of money earned or lost in relation to a capital amount invested after fees and taxes are deducted – usually expressed as a percentage.

the probability that actual returns will be different to the expected return. Generally, assets that carry a higher level of risk will provide higher returns over the long term.

a security issued by a company to raise the capital it needs to fund a new business or to grow its current business. Also known as equities or stocks. Shares are a growth asset which can carry a higher degree of risk than other asset classes.

investment in carefully selected companies that materially do not operate in the gambling, tobacco, alcohol, logging, etc industries, or do operate in environmentally beneficial technologies, recycling, education etc. Three Fund Managers have been appointed to carefully choose all socially responsible investments through a strict positive and negative screening process.

a facility by which a member can move assets into different investment choice options.

the number of years over which you will be investing. This includes years to retirement and years in retirement.

the extent of fluctuation in share prices, exchange rates, interest rates, etc. Volatility is also used as to measure risk.

## about AIG Life - our new insurer

Your insurance is with one of the world's leading international insurance and financial services organisations - American International Group Inc. (AIG). As the world's largest underwriter of commercial and industrial insurance, AIG and its member companies provide general and life insurance products for individuals, organisations and businesses in approximately 130 countries and jurisdictions around the globe.

AIG Life is the trading name of American International Assurance Company (Australia) Limited (ABN 79 004 837 861 AFS Licence No. 230043).When dealing with AIG Life you have the confidence knowing you are dealing with the only AAA 'insurer financial strength' rated life insurance company in Australia as awarded by Standard & Poor's (since July 1997). AIG Life is not owned by the banks.

The insurance cover operates through a group life policy issued by AIG Life to Health Super for the benefit of members of Health Super Fund and subject to the policy conditions.

To obtain a copy of the policy document, please call 1800 33 17 19.

## privacy policy

When you join, your employer gives us your contact details, date of birth and Tax File Number. In accordance with the *Privacy Act*, we then use that information to:

✔ set up and maintain your account;
✔ process contributions;
✔ pay you;
✔ correspond with your by email or letter;
✔ research for any unclaimed benefits you may have; ✔ keep you informed;

✔ conduct research and get views on our services, existing and new products. Health Super's *Privacy Policy* can be viewed at www.healthsuper.com.au. Should you

wish to access the details of your personal information, or raise any concerns you may have about Health Super's handling of your personal information, contact Health Super's Privacy Officer on 1800 33 17 19.

## how we handle your enquiries and complaints

## need an interpreter?

Call **1800 33 17 19**, quote your Member Number and your preferred language and we will have someone return your call.

contact

## quality certified

In 1997, Health Super was the first superannuation organisation in Australasia to obtain certification under the ISO 9002 (now ISO 9001:2000) International Quality Accreditation Standards.
We have successfully retained this certification ever since
(QMS no. A/95086)



HS_PDS 05/04 0461



general enquiries

will be acted on immediately

detailed enquiries

we require your detailed query or complaint in writing

If we do not respond within 90 days or you are dissatisfied with the final decision, you may apply in writing to:

The Superannuation Complaints Tribunal, Locked Mailbag 3060,
GPO Melbourne

VIC 3001.

Call **1300 88 41 14** for more information.

contact

at your fingertips

click

Email via www.healthsuper.com.au

call

Superline freecall

1800 33 17 19

Fax (03) 9813 3392

contact us

Manager Superannuation Services
Health Super Pty Ltd ABN 97 084 162 489 Trustee of the

Health Super Fund

Victoria

697 Burke Road
(Locked Bag 27) Camberwell VIC 3124 Telephone (03) 9811 9444

New South Wales

PO Box 1611
Rozelle NSW 2039 Telephone (02) 9818 3012

South Australia

PO Box 2064
Adelaide SA 5001 Telephone (08) 8351 8511

## disclaimer

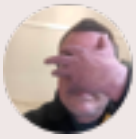
status:

Health Super Pty Ltd ABN 97 084 162 489, AFSL No, 246 492 is the Corporate Trustee which administers the Health Super Fund under the
Health Super Fund's *Trust Deed*. Health Super Pty Ltd, and the operations of the Fund are governed by the *Superannuation Industry (Superannuation) Act 1993* and the *Corporations Act 2001*.

legal:

The information provided in this *Product Disclosure Statement* is of a general nature only, and sets out the main features of the Health Super Fund. You should consider this *Product Disclosure Statement* before making any decision about whether to acquire the product. This advice has been prepared without taking into account your objectives, financial situations or needs. Past investment performance is no guarantee of similar future returns.

This booklet is intended as a guide only. All death, disablement and income protection provided to members in accordance with the *Policy* Documents agreed to between Health Super and AIG Life. Health Super reserves the right to replace the *Group Life Policy* with AIG Life and to alter the terms and conditions of the *Policy*, including cover and premiums.
If you have any questions about insurance, please call Health Super on **1800 33 17 19**.



**From: Subject:**

**Date: To:**

**Cc:**

**Rich McLean** richarddrawsstuff@gmail.com ATTSheenajack-youandHCFdonothaveimpunityfromtheCircuitCourtofAustralia,Dates ofthecreationforyour PDFs that you have no evidence were sent to me
8 November 2021 at 6:36 pm
Life Feedback lifefeedback@hcf.com.au, sjack@hcf.com.au, LifeClaims LifeClaims@hcf.com.au, The HCF Team service@myhcf.com.au
Richard McLean richarddrawsstuff@gmail.com

---

`Dear Giotta
...and Sheena jack,

Regarding the conspiracy to pervert the course of justice and the cross institutional framing maiming and desecration of my self my money my job my rights and my agency and voice as a human being,

I warn you today 08/11/2021

1. You cannot ban me from calling you but you have

2. You cannot refuse to call me but you have

3. It is conspiracy yo pervert the course of justice via other systemic agencies aka AFCA acting in
congruence to desecrate someone financially

4. This movement which Sheena and you and others are party to - ended in my manslaughter in Weribbee

mercy hospital

5. It was systemic oppression and a financial gutting

6. It was a heinous conscious malicious and pointed attack vilification victimisation and identification and also extreme prejudice on my identity

7. You utilised already existing archetypal prejudices within society to embolden your discrimination

8. After hospitalisation - which was a further oppression - I was deemed NOT ‘psychotic’ NOR ‘delusional’ in the exit notes

9. You will find this out if you dont come to a conciliation with me - in the federal circuit court of Australia

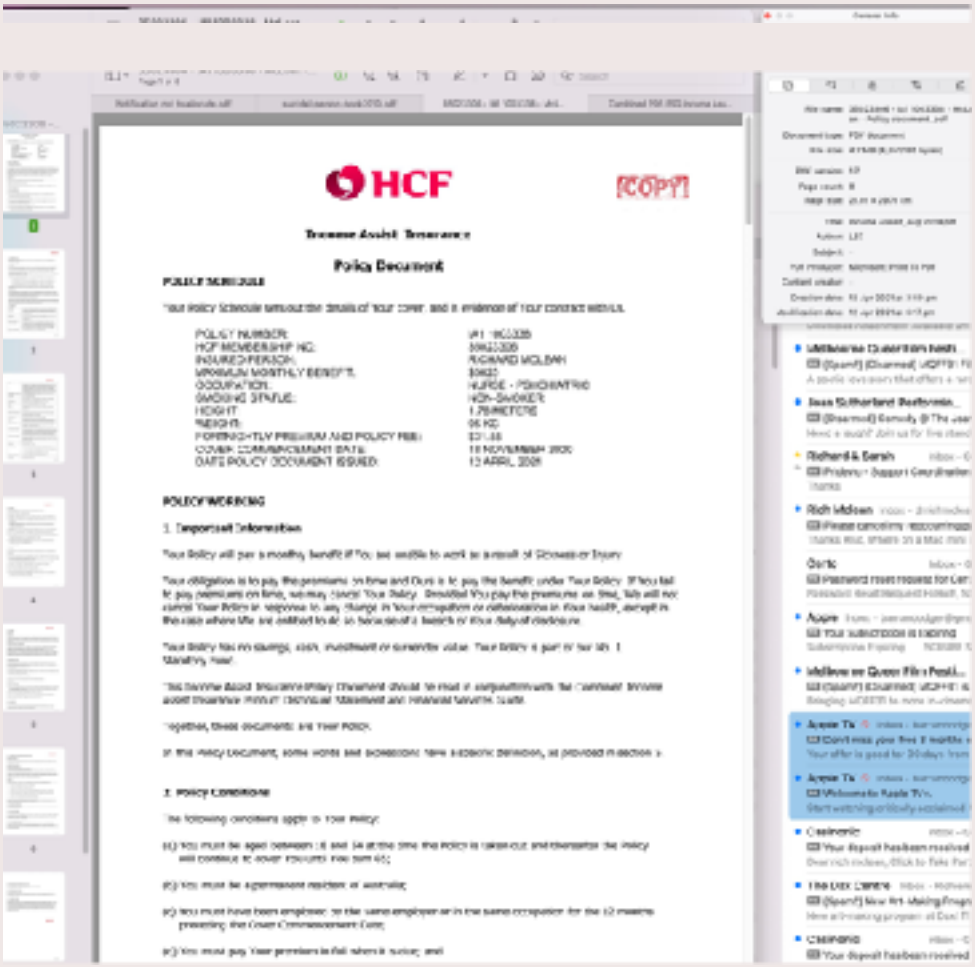
I warn you I have a PhD and am utterly capable now I am better off to see this through all on my own such is my evidence; yet I will engage litigation

I’ll simply feed them facts like the above and the recordings and the ample other evidence and let them stitch you up

A man has no mercy for those that acted with congruence to kill him
You will be held accountable
(Or a conciliation is welcomed - I’ll let you choose a mediator)
I expect this answer no later than next Friday COB - let this be fair warning to you all

**In regard to the PDS’s you ‘apparently’ sent to me when you agreed to accept my money in exchange for insurance:**

This document was Created on 12th of April
I joined the year beforte
You are really digging yourself in deep now amenity you?



HCF

COPY

Income Assist Insurance

Policy Document

POLICY SCHEDULE

Your policy schedule sets out the details of your cover and is evidence of your contract with us.

| | |
|---|---|
| POLICY NUMBER: | IA1 [illegible] |
| HCF MEMBERSHIP NO: | [illegible] |
| INSURED PERSON: | RICHARD MOLBAH |
| MINIMUM MONTHLY BENEFIT: | [illegible] |
| OCCUPATION: | NURSE - PSYCHIATRIC |
| SMOKING STATUS: | NON-SMOKER |
| HEIGHT: | 1.78 METRES |
| WEIGHT: | 96 KG |
| FORTNIGHTLY PREMIUM AND POLICY FEE: | $21.55 |
| COVER COMMENCEMENT DATE: | 19 NOVEMBER 2020 |
| DATE POLICY DOCUMENT ISSUED: | 13 APRIL 2021 |

POLICY WORDING

1. Important Information

Your Policy will pay a monthly benefit if You are unable to work as a result of Sickness or Injury.

Your obligation is to pay the premiums on time and Ours is to pay the benefit under Your Policy. If You fail to pay premiums on time, we may cancel Your Policy. Should You pay the premiums on time, We will not cancel Your Policy in response to any change in Your occupation or circumstances in Your health, except in the case where We are entitled to do so because of a breach in Your duty of disclosure.

Your Policy has no savings, cash, investment or surrender value. Your Policy is part of our Mutually Yours.

This Income Assist Insurance Policy Document should be read in conjunction with the Combined Income Assist Insurance Product Disclosure Statement and Financial Services Guide.

Together, these documents are Your Policy.

In this Policy Document, some words are capitalised. Their definitions, as provided in section 9.

2. Policy Conditions

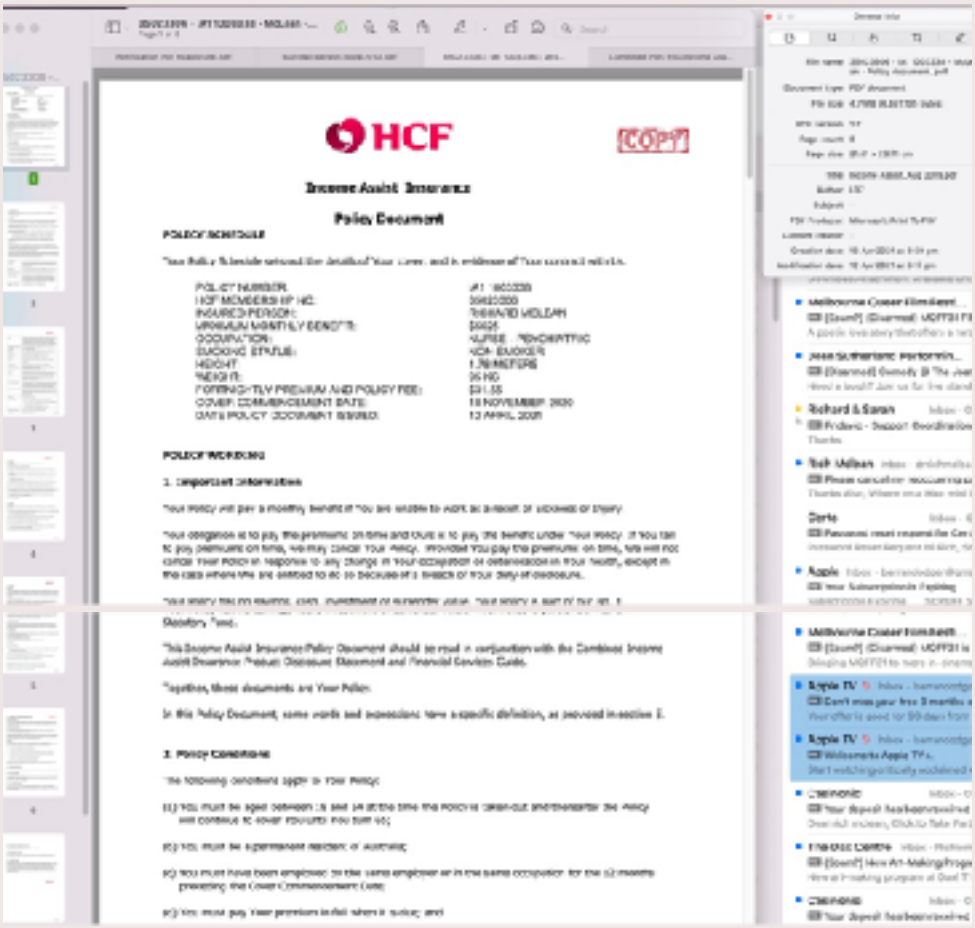
The following conditions apply to Your Policy:

a) You must be aged between 18 and 54 at the time the Policy is taken out and remain the Policy will continue to cover You until 65;

b) You must be a permanent resident of Australia;

c) You must have been employed by the same employer in the same occupation for the 12 months preceding the Cover Commencement Date;

d) You must pay Your premiums in full when it is due; and



HCF

COPY

**Income Assist Insurance**

**Policy Document**

**POLICY SCHEDULE**

Your Policy Schedule sets out the details of Your Cover and is evidence of Your current policy.

| | |
|---|---|
| POLICY NUMBER: | AT 1[illegible] |
| HCF MEMBERSHIP NO.: | 3[illegible] |
| INSURED PERSON: | THERESE MOLDAN |
| MAXIMUM MONTHLY BENEFIT: | $[illegible] |
| OCCUPATION: | NURSE - NON-CHRISTIAN |
| SMOKING STATUS: | NON-SMOKER |
| HEIGHT: | 1.78 METERS |
| WEIGHT: | 95 KG |
| FORTNIGHTLY PREMIUM AND POLICY FEE: | $31.55 |
| COVER COMMENCEMENT DATE: | 18 NOVEMBER 2020 |
| DATE POLICY DOCUMENT ISSUED: | 13 APRIL 2021 |

**POLICY WORDING**

**1. Important Information**

Your Policy will pay a monthly benefit if You are unable to work as a result of sickness or injury.

Your obligation is to pay the premiums on time and ours is to pay the benefit under Your Policy. If You fail to pay premiums on time, we may cancel Your Policy. Provided You pay the premiums on time, we will not cancel Your Policy in response to any change in Your occupation or deterioration in Your health, except in the case where We are entitled to do so because of a breach of Your duty of disclosure.

Your policy has no [illegible]. Cash, investment or surrender value. Your policy is part of our [illegible] Society, Inc.

This Income Assist Insurance Policy Document should be read in conjunction with the Combined Income Assist Insurance Product Disclosure Statement and Financial Services Guide.

Together, these documents are Your Policy.

In this Policy Document, some words and expressions have a specific definition, as provided in section 2.

**2. Policy Conditions**

The following conditions apply to Your Policy:

(a) You must be aged between 18 and 64 at the time the policy is taken out and thereafter the Policy will continue to cover You until You turn 65;

(b) You must be a permanent resident of Australia;

(c) You must have been employed by the same employer or in the same occupation for the 12 months preceding the Cover Commencement Date;

(d) You must pay Your premium in full when it is due; and

In addiction this policy, which you have no evidence was sent to me before it could be created on 12th April 2021 then modified later that day

Which of course means that for the circuit court of Australia, I have 120-0% certifiable evidence that HCF:

1. Acted in congruence with AFCA and others in systemic oppression to maim and desecrate me financially
2. That the creation date of these documents you claimed to send me back in 2020 would have been impossible 3. There is still no evidence that I left work because a prior existing condition
4. You and others may very well be held in litigious terms of your role in being a pawn in the veneer of the movement to desecrate me and maim me in all ways
5. In actual fact, when HCF and AFCA and The Banks and The Magistrate and others who amplified my stressors with the sexual abuse case I valiantly fought but was unaware I was being set up in...that is utterly provable.
6. A conspiracy to manslaughter from systemic oppression is coming
7. In fact - they attempted to prejudice me - as you have - by labelling me ‘psychotic’ but as you will see in the federal circuit court of Australia - that no delusions nor psychosis were present.
8. It was a sane reaction to stressors that were real including the prejudice and greedy co-conspiracy HCF had with other agencies
9. It is just as well I am alive - because you will now have to acknowledge your role in my killing / murder / manslaughter

I am extremely serious when I speak of this litigious action I will take against you - and you do not even know why the original framing maiming and desecration even happened - you were just tapped on the shoulder and all to ready to prejudice someone through already existing prejudices that exist in society.

This will be your downfall.

As well of course - and the inaccurate and forged documents you claimed to send to me.

Who ever did that - is in extremely serious trouble

May I ask who author L37 is now - because it will come out in court.

Also to come out will be the audio recordings of you ‘kicking the can down the road’ with Shannon Brooks and others - mere pawns paid by the man to tow the party line that resulted in my murder

Do you really think its possible to die in a public hospital?

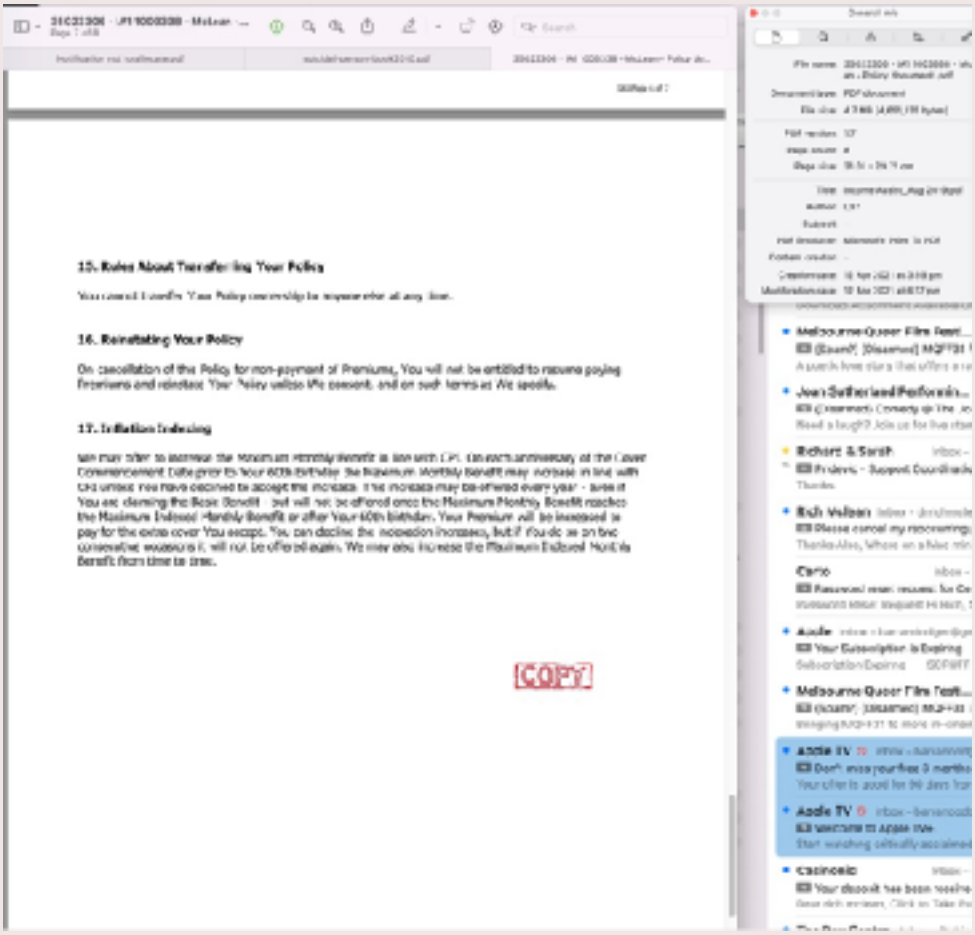
I suggest you come back to me and offer a tidy sum or else not only will I gain the money you owe me, but I will utilise all the evidence I have to litigate against the cruel and inhumane and downright cowardly actions who are all at HCF - yes the minions and pawns and also the management and CEO

Please forward this to them.

Have a lovely day.

RM ‘
'

2.




Dr Rich McLean
I was murdered and survived - now they silence the justice for the murder and ‘fatal’ injury in hospital, from my flesh and blood to the ombudsman…I am presently systemically oppressed the movement to successfully desecrate me aid and abet my death

No Dr or care
No one I cant trust
No one has my back
No voice or rights or litigation
No money & robbed of prosperity and heinously maimed & framed

No money & robbed of prosperity and heinously maimed & framed

I’m not a rapist extortionist pedo murderer or fucked a chicken; I’ve been framed prejudiced against judged oppressed and scapegoated personally publicly & professionally

Whistleblower - you cannot take my soul

The AHRC now respond to me after my 1.5 million dollar settlement was pre kicked to the opposition. Caroline Tjoa is the person who is the 'Delegate to the President'

**AUSTRALIAN HUMAN RIGHTS COMMISSION**

**FILE NO:** 2020-09751

**Between**

Richard McLean
**Complainant**

**AND**

AustralianSuper Pty Ltd
**First Respondent**

TAL Life Limited
**Second Respondent**

**NOTICE OF TERMINATION**

**Issued under section 46PH(2) of the *Australian Human Rights Commission Act 1986* (Cth) (AHRCA).**

This complaint alleging unlawful discrimination under the *Disability Discrimination Act 1992* (Cth), has been terminated under section 46PH(1B)(b) of the AHRCA on the ground that I am satisfied that there is no reasonable prospect of the matter being settled by conciliation.

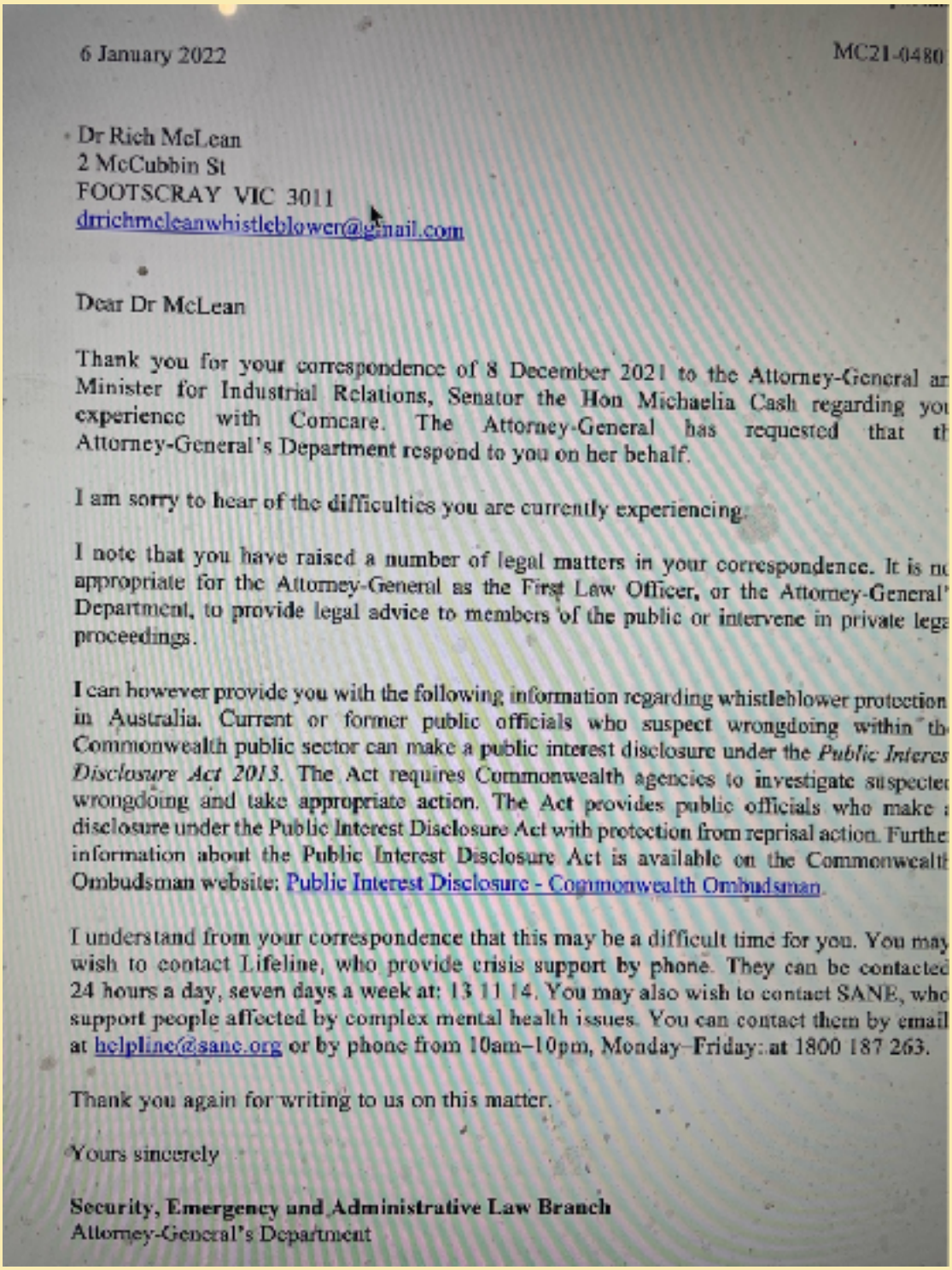
Section 46PO(1) of the AHRCA provides that if a complaint has been terminated under section 46PH(1B)(b) of the AHRCA, an affected person may make an application to the Federal Circuit Court of Australia (FCCA) or Federal Court of Australia (FCA) alleging unlawful discrimination by one or more of the respondents to the terminated complaint. The FCCA and FCA can award costs against either party in proceedings under section 46PO of the AHRCA.

Reasons for this decision are provided in Attachment A.
A copy of the complaint is provided at Attachment B.
A copy of the amendment to the complaint is at Attachment C.

DATED 31 May 2021

Caroline Tjoa
**Delegate of the President**

Attorney general Michaelia Cash wont respond to my 2 million loss at AFCA where I was also banned and the AHRC where Lost 1.5 million dollars and then onto the AAT where I predicted I would lose. It is signed by a non - person. The current attorney general Mark Dreyfus won't respond to me.



6 January 2022 MC21-0480

Dr Rich McLean
2 McCubbin St
FOOTSCRAY VIC 3011
drrichmcleanwhistleblower@gmail.com

Dear Dr McLean

Thank you for your correspondence of 8 December 2021 to the Attorney-General an Minister for Industrial Relations, Senator the Hon Michaelia Cash regarding you experience with Comcare. The Attorney-General has requested that th Attorney-General's Department respond to you on her behalf.

I am sorry to hear of the difficulties you are currently experiencing.

I note that you have raised a number of legal matters in your correspondence. It is no appropriate for the Attorney-General as the First Law Officer, or the Attorney-General' Department, to provide legal advice to members of the public or intervene in private lega proceedings.

I can however provide you with the following information regarding whistleblower protection in Australia. Current or former public officials who suspect wrongdoing within th Commonwealth public sector can make a public interest disclosure under the *Public Interes Disclosure Act 2013*. The Act requires Commonwealth agencies to investigate suspecte wrongdoing and take appropriate action. The Act provides public officials who make a disclosure under the Public Interest Disclosure Act with protection from reprisal action. Furthe information about the Public Interest Disclosure Act is available on the Commonwealth Ombudsman website: Public Interest Disclosure - Commonwealth Ombudsman.

I understand from your correspondence that this may be a difficult time for you. You may wish to contact Lifeline, who provide crisis support by phone. They can be contacted 24 hours a day, seven days a week at: 13 11 14. You may also wish to contact SANE, who support people affected by complex mental health issues. You can contact them by email at helpline@sane.org or by phone from 10am–10pm, Monday–Friday: at 1800 187 263.

Thank you again for writing to us on this matter.

Yours sincerely

**Security, Emergency and Administrative Law Branch**
Attorney-General's Department

Nice work Bizcover you get insurance in case your business is damaged. How is it you rejected every single thing I ever claimed for?

BizCover

Level 2, 338 Pitt Street, Sydney NSW 2000



# Nice Work

# You're covered!

**Dear Rich Mclean**

Good news. Your Professional Indemnity & Public Liability with Vero is now in place.

**Policy Number Policy Cover**

**Insurance Period**

LPS016832716-M14933
PI & PL - Vero
**Professional Indemnity** $5,000,000
**Public Liability** $20,000,000
For the period: 4.00pm Local Standard Time on 06 October 2020 to 4.00pm Local Standard Time on 06 October 2021

Also attached are all the official documents:

Your Declarations
Your Policy Schedule
The Policy Wording
The Terms and Conditions

All your business details that you supplied to us are included in the "Your Declarations" section. We recommend that you carefully check these details, and if anything is wrong, incomplete or out-of-date please let us know soon and we will make any changes that are needed.

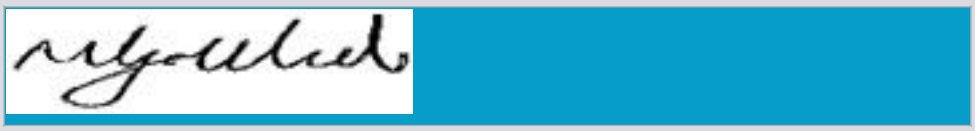
Like all other insurances, your cover is subject to the terms and conditions of the policy wording and whilst we have worked hard to assist you ***it is very important that you read these Ts and Cs***, understand your cover and ensure that this cover suits the needs of you and your business.

If you need any changes or need a hand with something made please let us know as soon as possible. You can reach us on 1300 249 268 or drop us a line at support@bizcover.com.au and we will be happy to help you.

Thanks for choosing BizCover, we appreciate your business.

*Yours Sincerely*

Michael Gottlieb



BizCover Pty Ltd (**ABN** 68 127 707 975; **AFSL** 501769).
**Mail to:** Level 2, 338 Pitt Street, Sydney 2000
**T:** 1300 249 268 (1300 BIZCOVER) **E:** support@bizcover.com.au

## *Our Terms and Conditions*

It is very important that you read these terms and conditions as they set out the arrangements between us.

**Duty of Disclosure Notice**

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

You have this duty until the insurer agrees to insure you.

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

You do not need to tell the insurer anything that:

reduces the risk it insures you for;
is of common knowledge;
it knows or should know as an insurer; or it waives your duty to tell it about.

**If you do not tell the insurer something**

If you do not tell the insurer anything you are required to, it may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both.

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

**Claims Made & Notified Policy Notice –** ***Relevant if you purchase a Professional indemnity, Cyber liability, IT liability or Management Liability Insurance policy or where otherwise noted in the policy wording.***

The proposed insurance is issued on a 'claims made and notified' basis as specified in the policy wording. This means that the policy responds to claims first made against the insured during the policy

period and notified to the insurer during that policy period. Refer to the policy wording for full details.

Under Section 40(3) of the Insurance Contracts Act 1984 (Cth) if the insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the policy expires, the insurer is not relieved of liability under the policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the policy.

If during the policy period you become aware of circumstances which a reasonable person in your position would consider may give rise to
a claim, and which you fail to notify to the insurer during the policy period, the insurer may not cover you under the policy or a subsequent policy for any claim which arises from these circumstances.

When completing the application, and at subsequent renewals, you are obliged to report and provide full details of all circumstances of which you are aware and which a reasonable person in your position would consider may give rise to a claim.

It is important that you make proper disclosure (see Duty of Disclosure Notice, above) so that your cover under any policy is not compromised.

**Retroactive Liability**

The proposed insurance may be limited by a retroactive date either stated in the schedule or endorsed onto the policy. Where the cover provided by the proposed policy is subject to such a retroactive date, then the policy does not cover any claim arising from an actual or alleged act, error, omission or conduct occurring prior

to such retroactive date.

**Agency Notice**

In effecting this insurance BizCover Pty Ltd (ABN 68 127 707 975; AFSL 501769) will be acting under an authority given to it by the insurer and will be effecting the contract as agent of the insurer and not the insured.

**General Advice Warning**

We do not recommend an insurance policy for you, we only offer the policies available to us from the insurers listed on our website. Any advice provided is General Advice only.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs.

Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs. If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should read the Product Disclosure Statement and/

or Policy Wording (available on our website) before making any decision about whether to acquire such a financial product.

**Renewing the Policy (including Auto-Renewal)**

We will send you notification of whether the insurer is prepared to negotiate to renew the policy and if so, on what terms, at least 14 days before the expiry date of your policy.

Unless we require a new proposal or declaration from you to determine your premium or decide to offer renewal (we will tell you by email if this is the case), the renewal notice will show the premium for the new period of insurance and may also include notice of any changes to the terms of your policy.

If you wish to take up such a renewal offer and you are happy the information is accurate and you have no further disclosure to make to insurers under your duty of disclosure (see Duty of Disclosure Notice, above), you will not have to do anything and if we do not hear from you 7 days before the expiry of your current period



of insurance we will automatically deduct / charge the renewal premium from your account / credit or debit card. If you do not wish to take up the renewal offer you must contact us before we deduct this payment which will be within the week before your policy expires.

When you receive a renewal offer, you must tell us before expiry if the information contained in it is incorrect or incomplete and make such additional disclosure to us as is required pursuant to your duty of disclosure. We will then consider the additional information and whether and on what terms we are able to arrange for policy renewal.

If we are not able to automatically renew your policy we will send you an email notification for you to either complete your renewal online or to contact us. Please ensure you keep us updated of any change to your email address.

**Commission and Fees**

For each insurance product the insurer will charge you a premium. We receive from the insurer a commission that is a percentage of this premium, varying between 0% and 30%.

We also charge per policy a platform fee of $20 to $200 (ex. GST) for the policies we arrange. This fee relates to the delivery of the service from BizCover to you including but not limited to the provision and maintenance of the technology platform and the services provided by BizCover's consulting and administrative personnel. It is calculated based on factors including the work involved, the nature of your business and the product selected.

If you elect to pay your premium by monthly instalments, we will also charge you an instalment administration charge of $8 per month (ex. GST).

If you pay by credit or debit card we may charge you a card (including arrangement & handling) fee. This fee covers the cost of bank charges etc. associated with such facilities.

All fees payable for services will be advised to you separately from your premium on the invoices we provide.

**Policy Cancellation**

You may cancel your policy at any time by providing written notice to us. The insurer may cancel your policy in accordance with the Insurance Contracts Act, 1984 (Cth).

**BizCover Remuneration Rights on Policy Cancellation**

On cancellation of any insurance policy effected through BizCover, unless the cancellation takes place within any applicable cooling off

period, you agree that the commission and any fees paid to BizCover are non refundable to you and may be deducted by BizCover from any refund otherwise payable by the insurer to

you on cancellation of the policy, irrespective of any terms to the contrary in the policy.

**Privacy Collection Notice**

We generally collect personal information from you or through service providers that act for us. However, there may be occasions when we collect it from someone else where they hold relevant information.

We will use your personal information for the purposes for which it was collected (usually to arrange a quote for insurance or an insurance policy for you; assist you with any claims you may make; or to contact you), other related purposes and for the other purposes outlined in our Privacy Policy.

You may choose not to give us your personal information, but this may affect our ability to provide you with a product or service, including arranging a quote for insurance or an insurance policy for you, communicate with you or respond to your enquiries.

We may disclose your personal information to insurers, our service providers our referral partners (if you purchased through us as a result of referral) and other parties, as detailed in our Privacy Policy.

For more details on what personal information we collect, how we collect it and from whom, and how we hold, use and disclose your personal information please refer to our Privacy Policy. The Privacy Policy also provides information about how you can access your personal information, seek correction of it and complain about a breach of privacy law and how we will deal with such a complaint.

You can access our Privacy Policy at **www.bizcover.com.au/privacy** or you can contact us and request a copy be sent to you.

**By mail:**

Privacy Officer
BizCover Pty Ltd
Level 2, 338 Pitt Street, Sydney NSW 2000

**By email:**

customerresolution@bizcover.com.au

**Dispute Resolution**

We have complaint handling and internal dispute resolution procedures in place. This service is available to you free of charge. Clients who are not satisfied with our services may contact our Customer Resolution Officer on **1300 249 268** or **customerresolution@bizcover.com.au** to raise any concerns they have. We will respond to your complaint within fifteen (15) working days and if you are not satisfied with our answer and request us

to do so, we will treat your complaint as a dispute. The matter will then be referred to our internal disputes resolution officer and they will respond to you within fifteen (15) working days. If you are still not happy with the outcome you may be able to have your matter considered by the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference.

Determinations of AFCA are binding on us but are not binding on you. Contact details for AFCA are:

**Phone:** 1800 931 678
**Email:** info@afca.org.au
**Post:** GPO Box 3, Melbourne VIC 3001 **Website: www.afca.org.au**

**Disclosure relating to Hollard International BV**

Hollard International BV is a shareholder in BizCover and via a related party, The Hollard Insurance Company Pty Limited, sells (non-retail) insurance policies through the brand RelyOn via the BizCover platform.



Online Medical Malpractice Civil Liability For healthcare establishments and health professionals

**Your Declarations**

**What you told us on 29 Sep 2020**

**It is important that you check the information you have given us and notify us of any changes or corrections. This is an important part of your duty of disclosure.**

What is your occupation?

Business address:

Total Number of Staff (including Directors, Partners and Employees)?

As at today's date does the insured have Professional Indemnity Insurance currently in force that has been paid for?

Estimated Annual Revenue
Who is your current Professional Indemnity insurer?

Please specify your revenue by business activity: Aged and/or Disability Care Worker
Art psychotherapy/Art therapy

Are you appropriately qualified and/or have you completed the appropriate training to perform this activity?

In the last 10 years, have any claims for a breach of professional duty been made against the Business, it's predecessors in business or it's current or former partners/principals/directors or employees?

After enquiry, are you aware of any circumstances which may result in a claim against the business or any of its Partners, Principals, Directors or employees?

Do you perform any medical treatments or procedures that are required to be undertaken by a qualified medical practitioner?

Would you like to note your landlord on the Public Liability section of your Policy? In the last 10 years, has your business or you or any partner or director:

Had any business insurance/liability claims?
Had any insurance declined or cancelled?
Suffered any loss or damage which would have been covered by the proposed insurance policy?
Been convicted of any criminal offence?
Been liable for any civil offence or pecuniary penalties?
Been declared bankrupt or involved in a business which became insolvent?

**Declaration**

You agree that:

- Youareauthorisedbyallpartiesincludedinthisinsuranceapplication(includingany partners/principals/directors) to:
  a. makethisapplication;
  b. makethesedeclarations;and
  c. acceptthetermsandconditionsforthisinsurancecontract
  on their behalf.

- Youhavemadeallnecessaryenquiriesintotheaccuracyoftherespo nsesgivenin
  this insurance application and confirm that the statements and particulars given are
  true and complete and that no material facts have been omitted or misstated.

- Beforeyouenterintoacontractofinsurance,youhaveadutyofdisclosureunder the Insurance Contracts Act. We may ask you questions that are relevant to the
  insurer's decision to insure you and on what terms. If we do, you must tell us anything that you know and that a reasonable person in the circumstances would include in their answer. You have this duty until the insurer agrees to insure you. If you do not tell us anything that you are required to, the insurer may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell us is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

- ThisinsuranceisissuedbyBizCoverPtyLtd(ABN68127707975;AFSL501769).Any advice we provide is general advice only and does not take into account your objectives, financial situation or needs. It is up to you to consider those matters in

Aged and/or Disability Care Worker
2 Mccubbin Street, FOOTSCRAY, VIC 3011 1

Yes

$80,000
Insured through BizCover

50% 50%

Yes No

No

No No

No

Rich Mclean Owner 29/9/2020

deciding to purchase.

- TheinsuranceavailablethroughBizCoverislimitedtothepoliciesandinsurerslisted
  on our website.

- BizCoveractsunderabinderagreementwiththeinsurerunlesswestateotherwise.
  In any event, we act as agent of the insurer. This means that we represent and act
  for the insurer only.

- Uponapurchase,BizCoverreceivescommissionfromtheinsurer,whichisanagreed
  percentage or amount of the premium payable for the policy. We will also charge

you a platform fee for each policy you purchase.

- Acooling-offperiodmayapplytothepolicyyoupurchase.YourPolicyWording or
  PDS will confirm whether a cooling-off period applies and your entitlements as a result. If you cancel any insurance policy purchased through BizCover after any applicable cooling-off period, the commission and any fees paid to us are non- refundable.

- ThePolicyWordingorPDSwillbesenttoyousoon.Youmustreviewallofthe documents we send you to ensure suitability for your needs.

- Afterthepolicyistakenoutwewillemailtoyou:
  a. thePolicyWordingorPDSandanyapplicableSupplementsorEndorsementsto
  them;
  b. ourServiceTerms;
  c. ourFinancialServicesGuide(whereapplicable)




**On-line Medical Malpractice Civil Liability Insurance Policy Schedule (Effective Date: 06 Oct 2020)**

**PLEASE READ THE ENTIRE POLICY CAREFULLY Policy Number:**
**Policyholder:**
**Broker Name:**

**Broker Address: Health Care Services:**

**Policy Period:**

**Premium: GST:**
**Stamp Duty: Total:**

**Indemnity Limit:**
**Maximum Aggregate Limit of Indemnity: Basis of Limit:**
**Excess:**

**Retroactive Date: Policy Form: Extensions:**

**Optional Extensions:**

**Sub-Limits & Excesses: Endorsements:**

LPS016832716-M14933
MCLEAN, RICHARD WILLIAM
BizCover Pty Limited
Level 2, 338 Pitt Street, Sydney NSW 2000

Aged and/or Disability Care Worker Art psychotherapy/Art therapy

From 06 October 2020 4 pm (Local Standard Time) To 06 October 2021 4 pm (Local Standard Time)

$320.00 $32.00 $35.20

$387.20 $5,000,000

$15,000,000 Costs In Addition

$250
Inquiry Costs Excess: $250 Public Liability Excess: $500 Products Liability Excess: $500

Unlimited , excluding known claims and circumstances
Bizcover Online Medical Malpractice V8459 12-16 (01-08-19_A)

Compensation for court attendance, Continuous Cover, Dishonesty of Employees and Principals / Medicare benefits fraud, Extended Reporting Period, Former Subsidiary, Good Samaritans Act,Inquiry Costs (Sub-limit: $500,000),Joint Venture Liability,Legal Consultation,Lost Documents (Sub-limit: $500,000),Molestation Defence costs and inquiry costs ($50,000 sub-limit), Newly Created or Acquired Subsidiary,Public Relations Expenses (Sub-limit: $50,000),Run Off Cover,Sixty Day Reporting Period,Spousal Liability,Statutory Liability (sublimit: $50,000) , Student, volunteers, committee members and council members, Vicarious Liability for medical practitioners and locum tenens

Sub-Limit : Included Public and Products Liability Limit of Indemnity : $20,000,000

Inquiry Costs: $500,000; Excess: as per Policy excess

**Abuse Exclusion with Defence Costs and Inquiry Costs Write-back Endorsement**

SECTION A: ABUSE EXCLUSION
Extension 7.11 'Molestation defence costs and inquiry costs' of the **Policy** is deleted in its

entirety.

The following is added as an Exclusion in Section 2 of the Exclusions to the **Policy**:

arising directly or indirectly from or in respect of:

(a) actual or alleged abuse; or

(b) any redress scheme or other arrangement established for victims of abuse; or

(c) any actual or alleged failure to detect, act upon or prevent abuse.

The **Insurer** will not defend any action, suit or proceedings, nor advance **Defence Costs** or **Inquiry Costs** in relation to any matter listed above.

SECTION B: DEFENCE COSTS AND INQUIRY COSTS EXTENSION

Notwithstanding section A 'Abuse Exclusion', the **Insurer** will indemnify the **Insured** for:

A. **Defence Costs** arising from; and

B. **Inquiry Costs** in respect of,

alleged abuse, but not abuse allegedly perpetrated by:

1. any person performing any volunteer service for or on behalf of the **Insured**; or

2. any person the **Insured** knew or ought reasonably to have known had previously:

2.1 committed abuse; or

2.2 been convicted of abuse; or

2.3 been the subject of a prior complaint in respect of abuse,

provided that:

(a) such indemnity is subject to the written consent of the **Insurer** prior to the incurring of the **Defence Costs** or **Inquiry Costs**;

(b) this Extension will not respond to assist any **Insured** who has admitted verbally or in writing to the conduct as alleged or who by act or omission condoned such conduct; and

(c) the total liability of the **Insurer** for all **Defence Costs** and **Inquiry Costs** under this Extension will not exceed $100,000 in the aggregate during the **Policy Period**. Any **Inquiry Costs** paid under this Extension shall be deducted from, and are not in addition to, the 'Inquiry Costs Limit' specified in the **Schedule** applicable to extension 7.7 'Inquiry Costs'.

Further provided that in respect of Inquiry Costs:
(d) the notice requiring the **Insured's** response or attendance is first received by the

**Insured** and notified to the **Insurer** during the **Policy Period**;
(e) such response or attendance arises directly from conduct allegedly committed by the

**Legal Advisor Named Firm:**

View Legal Consultation Hotline Details here:

**Insured** in the course of conducting the **Healthcare Services**;
(f) the **Insurer** is entitled, at its discretion, to appoint legal representation to represent

the **Insured** at the inquiry or hearing; and
(g) regular or overtime wages, salaries or fees of the **Insured** are excluded from this

indemnity.

Notwithstanding extension 7.18 'Students, volunteers, committee members and council members', the definition of **Employee** shall not include any **Volunteer** when this Extension applies.

For the purposes of this Extension, the definition of **Employee** is amended to include any past and/or present **Student**, but only in their capacity as such.

SECTION C: ABUSE DEFINITION

For the purposes of clarification, under this **Endorsement**, 'abuse' includes, but is not limited to:

i. any verbal, non-verbal, mental or physical abuse of any person;
ii. sexual abuse, sexual assault, acts of indecency, sexual harassment or molestation;

iii. neglect, deprivation, bullying, physical interference with any person or assault of any kind;

iv. any verbal or non-verbal communication, behaviour or conduct with, or having, a sexual connotation;

v. any verbal or non-verbal communication, behaviour or conduct intended to harass, abuse or humiliate, including but not limited to hazing.

**Healthcare Services Amendment Endorsement**

The Healthcare Services described in the Schedule are amended to include:
and any associated training activities.
**Carer Outdoor Activity Exclusion Endorsement**
The following is added as an Exclusion in Section 2 of the Exclusions to the Policy:

arising directly or indirectly from or in respect of any patient participation in outdoor, dangerous or physically strenuous activities, other than the below-listed activities (including transportation to and from such activities):

a) attending medical or healthcare appointments;

b) attending gyms, swimming pools, or similare facilities, solely for purposes as directed by a medical or healthcare professional;

c) trips to shops, cafes, restaurants, movies or parks; d) visiting other people in their place of residence.

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http://www.vero.com.au/vero/sites/default/files/fm/pdf/legal-consultation-hotline- details.pdf

**AAI Limited**

Liability & Profin Notification Centre GPO Box 346
Sydney NSW 2001
Fax: 1300 066 150

E-mail: lodgeclaim@vero.com.au

**Signed for and on behalf of AAI Limited ABN 48 005 297 807 trading as Vero Insurance Issued in Sydney on 29 Sep 2020**

**Claims Notification address and facsimile:**



Bizcover Online Medical Malpractice Civil Liability For healthcare establishments and health professionals

Bizcover Online Medical Malpractice Civil Liability Insurance Policy

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Introduction

Please read the policy carefully to ensure that it meets your requirements. It is written on a claims made and notified basis, which means that, subject to the 'Continuous Cover' clause, it will only respond to claims first made against the insured and notified to the insurer during the policy period.

Any word or expression to which a specific meaning has been attached shall bear that specific meaning wherever it may appear.

You received important notices about your duty of disclosure, unusual terms in medical malpractice insurance policies and our privacy statement prior to purchasing this policy.The notices are replicated at the back of this document for your reference.

Policy wording

The **Policyholder** and the **Insurer** agree that the **Insurer** will provide insurance in accordance with the terms of this **Policy**.

1. Insuring clause

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured** during the **Policy Period** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of the **Healthcare Services**.

2. Limit of indemnity and maximum aggregate limit of indemnity

The liability of the **Insurer** for compensation and claimant's costs and expenses in respect of any one **Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** shall not exceed the **Limit of Indemnity**.

The aggregate liability of the **Insurer** under this **Policy** will not exceed the **Maximum Aggregate Limit of Indemnity** for all **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period**.

3. Defence costs

If the ‘Basis of Limit’ in the **Schedule** is specified as ‘Costs in Addition’, the **Insurer** will, in addition to the **Limit of Indemnity**, pay **Defence Costs** for **Claims** covered under this **Policy**, provided that if the total amount of compensation and claimant’s costs and expenses required to dispose of any one **Claim** exceeds the **Limit of Indemnity**, the liability of the **Insurer** for **Defence Costs** shall be only that proportion of them that the **Limit of Indemnity** bears to the total amount of compensation and claimant’s costs and expenses required to dispose of the **Claim**.

If the ‘Basis of Limit’ in the **Schedule** is specified as ‘Costs Inclusive’, the **Insurer** will pay **Defence Costs** for **Claims** covered under this **Policy**, provided that the liability of the **Insurer** for compensation, claimant’s costs and expenses and **Defence Costs** in respect of any one **Claim** shall not exceed the **Limit of Indemnity** and the liability of the **Insurer** for compensation, claimant’s costs and expenses and **Defence Costs** in respect of all **Claims** shall not exceed the **Maximum Aggregate Limit of Indemnity**.

4. Excess

If the **Excess** is specified as ‘Costs Inclusive’ in the **Schedule**, the **Principal Policyholder** must pay the amount of any compensation, claimant’s costs and expenses or **Defence Costs** that are collectively less than the **Excess** for any one **Claim**. The **Insurer** has no liability for the amount of compensation, claimant’s costs and expenses or **Defence Costs** that is less than the **Excess** for any one **Claim**.

If the **Excess** is specified as ‘Costs Exclusive’ in the **Schedule**, the **Excess** does not apply to **Defence Costs** but the **Principal Policyholder** must pay the amount of any compensation and claimant’s costs and expenses that are collectively less than the **Excess** for any one **Claim**. The **Insurer** has no liability for the amount of compensation or claimant’s costs and expenses that is less than the **Excess** for any one **Claim**.

The **Excess** is deducted from compensation, claimant’s costs and expenses or **Defence Costs** payable before the application of the **Limit of Indemnity**.

The **Principal Policyholder** must pay the amount of any **Inquiry Costs** that is less than the **Excess** for any one notice. The **Excess** is deducted from **Inquiry Costs** payable before the application of the ‘Inquiry Costs Limit’ specified in the Schedule.The **Insurer** has no liability for the amount of **Inquiry Costs** that is less than the **Excess** for any one notice.

The **Principal Policyholder** agrees that the **Excess** must be borne by the **Principal Policyholder** and is to remain uninsured.

5. Aggregation of claims and notices

All **Claims** arising out of, based upon, attributable to or in respect of a single act, error or omission or series of acts, errors or omissions consequent upon or attributable to one source or original cause shall be considered to be one **Claim** and shall attract one **Limit of Indemnity** and one **Excess**.

For the purposes of extension 7.7 'Inquiry Costs', all notices arising out of, based upon, attributable to or in respect of any one inquiry or hearing shall be considered to be one notice and shall attract one **Excess**.



6. Insurance clarification

For the purposes of clarifying the scope of cover under 1. 'Insuring Clause' of this **Policy**, civil liability includes: 6.1 Consumer Protection Legislation

**Claims** for civil liability for compensation resulting from breach of a statutory duty under the Competition and Consumer Act 2010 (Cth), Corporations Act 2001 (Cth), National Consumer Credit Protection Act 2009 (Cth) or similar legislation enacted for the protection of consumers, within any Australian jurisdiction including any amendment, consolidation or re–enactment of such legislation, to the extent that such **Claims** are not otherwise excluded under this **Policy**.

6.2 Contractual liability

Contractual liability, provided that:

1. the **Insurer** will not be liable for any liability assumed by the **Insured** under any express warranty, guarantee, hold harmless agreement, indemnity clause or the like unless such liability would have attached to the **Insured** in the absence of such agreement; and

2. where a **Claim** is an alleged breach of contract the **Insurer** will not reduce their liability by the mere fact that

contributory negligence is not available as a defence.

6.3 Intellectual property

Infringement of rights of intellectual property, provided that the act, error or omission by the **Insured** is unintentional and is committed in the conduct of the **Healthcare Services**.

6.4 Libel or slander

Libel or slander, provided that:

1. the libel or slander is committed by the **Insured** in the conduct of their **Healthcare Services**; and

2. the **Insured** did not intend to commit the libel or slander with express malice.

6.5 Liability for acts, errors or omissions of contractors and consultants

Acts, errors or omissions of contractors and consultants, provided that the **Insurer** will only indemnify the **Insured** for its civil liability for the **Healthcare Services** provided by the contractor and/or consultant. Indemnity will not extend to the contractor and/or consultant who committed the act, error or omission.

6.6 Privacy complaints

Unintentional breach of any duty of confidentiality owed to a patient arising at law or any unintentional breach of the Privacy Act 1988 (Cth), Health Records and Information Privacy Act 2002 (NSW), Health Records Act 2001 (Vic) or Health Records (Privacy and Access) Act 1997 or similar privacy legislation in Australia or New Zealand.

7. Extensions

These 'Extensions' are subject to all the terms of the **Policy**, unless otherwise stated.The total of all payments made under the 'Extensions' will be part of and not in addition to the **Limit of Indemnity** and the **Maximum Aggregate Limit of Indemnity**, unless otherwise stated.

7.1 Compensation for court attendance

The **Insurer** will pay the **Policyholder** compensation if legal advisers, acting on behalf of the **Insured** with the consent of the **Insurer**, require any **Principal** or **Employee** to attend court as a witness in connection with a **Claim** covered under this **Policy** first made and notified to the **Insurer** during the **Policy Period**, but only in circumstances where the **Policyholder** actually pays the **Principal** or **Employee** for their time. Such compensation by the **Insurer** will be at the rate equivalent to such **Principal's** or **Employee's** daily take home salary or wage up to a maximum of $250 per person for each day on which attendance is required subject to a maximum of $10,000 for all persons for any one **Claim**.

7.2 Continuous cover

Where the **Insured**:

1. first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Policy Period**; and

2. had not notified the **Insurer** of such facts or circumstances prior to the **Policy Period**,

then exclusion 9.1.1 'Prior Claims or Known Circumstances' will not apply to any notification during the **Policy Period** of any **Claim** resulting from such facts or circumstances, provided that:

(a) there is an absence of fraudulent non compliance with the **Insured's** duty of disclosure and an absence of fraudulent misrepresentation by the **Insured** in respect of such facts or circumstances; and

(b) the **Policyholder** has been continuously insured, without interruption at the time of the notification of the **Claim** to the **Insurer**, under a professional indemnity policy issued by the **Insurer** and was insured by the **Insurer** at the time when the **Insured** first became aware of such facts or circumstances; and

(c) the **Insurer** may reduce its liability under the **Policy** to the extent of any prejudice the **Insurer** may suffer in connection with the **Insured's** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Policy Period**.

7.3 Dishonesty of employees and principals/Medicare benefits fraud

The **Insurer** will, notwithstanding exclusion 9.2.5 'Dishonest, Fraudulent or Criminal Acts', indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from any dishonest, fraudulent, criminal or malicious act or omission, including but not limited to **Medicare Benefits Fraud** by any **Employee** or **Principal** occurring or committed in connection with the **Healthcare Services**.

The **Insurer** will pay **Defence Costs** on the basis already set out in this **Policy**.

Nothing in this extension shall require the **Insurer** to indemnify any **Employee** or **Principal** who has perpetrated any such dishonest, fraudulent, criminal or malicious act or omission or any **Insured** who by act or omission has condoned any such dishonest, fraudulent, criminal or malicious act or omission.

7.4 Extended reporting period

In the event that this **Policy** is neither renewed nor replaced at the end of the **Policy Period** with insurance that covers substantially the same risk exposure as this **Policy**, the **Principal Policyholder** will be entitled to purchase an extended reporting period of 365 days.

The **Principal Policyholder** will not be entitled to purchase an extended reporting period if the **Policyholder** is **Insolvent** during the **Policy Period**.

The extended reporting period begins immediately following the expiry of the **Policy Period** and ends on the earlier of 4.p.m. **L.S.T.** on the three hundred and sixty fifth day thereafter, or at the time on the effective date on which the **Policyholder** obtains insurance that covers substantially the same risk exposure as this **Policy**.

The additional premium for the extended reporting period will be 100% of the **Full Annual Premium**. If the extended reporting period ends because the **Policyholder** obtains insurance that covers substantially the same risk exposure as this **Policy** then the **Insurer** will retain a short term premium calculated at the pro rata proportion of the additional premium plus ten percent and the

**Principal Policyholder** will receive a refund of any balance of the premium, unless there have been any notifications during the **Policy Period** or the extended reporting period, in which case no refund shall be given.

The entitlement to purchase the extended reporting period lapses upon expiry of the **Policy Period**.

The application to purchase the extended reporting period must be received by the **Insurer** prior to the expiry of the **Policy Period**, and payment of the additional premium must be made to the **Insurer** within thirty days of the same date.

During the extended reporting period the **Insured** may continue to notify the **Insurer** of **Claims**, but only
**Claims** based on any act, error or omission committed or alleged to have been committed prior to expiry of the **Policy Period**.

Any notification to the **Insurer** during this extended reporting period will be deemed to have been first notified to the **Insurer** during the **Policy Period**.

7.5 Former subsidiary

The indemnity provided by 1. 'Insuring Clause' is extended to cover the conduct of the **Healthcare Services** by any former **Subsidiary** of the **Policyholder** that is specified in the **Proposal**, provided that such indemnity shall only apply in respect of civil liability arising out of any act, error or omission occurring prior to the date such **Subsidiary** ceased to be a **Subsidiary** of the **Policyholder**.

The **Insurer** will pay **Defence Costs** on the basis already set out in this **Policy**. 7.6 Good samaritan acts

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of **Claims** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the rendering of or failure to render first aid and assistance in an emergency situation or accident, except when such **Insured** is engaged in a professional capacity by another person or entity. In the event of a conflict between this extension and exclusion 9.2.3 'Childbirth,' this extension shall apply.

7.7 Inquiry costs

The **Insurer** will indemnify the **Insured** for **Inquiry Costs**, provided that:

- (a) the notice requiring the **Insured's** response or attendance is first received by the **Insured** and notified to the **Insurer** during the **Policy Period**;

- (b) such response or attendance arises directly from conduct allegedly committed by the **Insured** in conducting the **Healthcare Services**;

- (c) such indemnity is subject to the written consent of the **Insurer** prior to the incurring of the **Inquiry Costs**;

- (d) the **Insurer** is entitled, at its discretion, to appoint legal representation to represent the **Insured** at the inquiry or hearing;

- (e) regular or overtime wages, salaries or fees of the **Insured** are excluded from this indemnity; and

- (f) the total liability of the **Insurer** for all **Inquiry Costs** under this extension will not exceed in the aggregate, during the **Policy Period**, the 'Inquiry Costs Limit' specified in the **Schedule**.

If there is an entitlement to indemnity for **Inquiry Costs** for an inquiry or hearing under extension 7.11 'Molestation Defence Costs and Inquiry Costs' then there is no entitlement to indemnity for **Inquiry Costs** in respect of that inquiry or hearing under this extension.



7.8 Joint venture liability

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured** and notified to the **Insurer**

during the **Policy Period** resulting from the **Policyholder's** participation in any joint venture in connection with the **Healthcare Services** provided that:

- (a) the indemnity given shall only relate to the **Policyholder's** proportion of any liability incurred by such joint venture; and

- (b) the **Policyholder's** income derived from participation in such joint venture shall have been included in the calculation of income furnished by the **Policyholder** for the purposes of calculating the **Full Annual Premium** for this **Policy**.

The **Insurer** will pay **Defence Costs** on the basis already set out in this **Policy**. 7.9 Legal consultation

The **Policyholder** is entitled to up to two hours legal advice from the 'Legal Adviser' specified in the **Schedule** (or their delegate) on any matter related to the risks insured under this **Policy**, except in relation to the scope of cover provided under this **Policy**, or claims, disputes or complaints against the **Insurer**, provided that:

- (a) the legal advice is sought during the **Policy Period**;

- (b) the **Policyholder** must provide the legal adviser with the policy number, **Policy Period** and name of the **Policyholder**; and

- (c) the legal advice is limited to one hour in relation to any particular matter.

The cost of the legal advice is to be paid by the **Insurer** and not the **Policyholder**. 7.10 Lost documents

The **Insurer** will, in the event of loss of or damage to **Documents** occurring in connection with the **Healthcare Services**, indemnify the **Policyholder** against all costs and expenses reasonably incurred by the **Policyholder** in replacing or restoring such **Documents** provided that:

- (a) such loss or damage is sustained during the **Policy Period** while the **Documents** are either in transit or in the custody of the **Policyholder** or of any person to whom the **Policyholder** has entrusted them in the course of the normal conduct of the **Healthcare Services**;

- (b) where the **Documents** are in electronic format, the **Policyholder** or any person to whom the **Policyholder** has entrusted them, have in place sufficient and proper procedures for the security and the daily back–up of the **Documents**;

- (c) the amount of any claim for such costs and expenses shall be supported by bills and accounts which shall be subject to approval by a solicitor to be nominated by the **Insurer** with the consent of the **Policyholder** or if such consent is withheld, by the President of the Law Society of the State where the **Policy** was issued;

- (d) the **Insurer** will not be liable in respect of loss or damage caused by riot or civil commotion;

- (e) the **Insurer** will not be liable in respect of loss or damage caused by fading, mould, vermin, pest infestation, wear, tear or any other gradually operating cause; and

- (f) the total liability of the **Insurer** for all costs and expenses under this extension will not exceed in the aggregate, during the **Policy Period**, the 'Lost Documents Limit' specified in the **Schedule**.

7.11 Molestation defence costs and inquiry costs

Notwithstanding exclusion 9.2.5 'Dishonest, Fraudulent or Criminal Acts', the **Insurer** will indemnify the **Insured** for: (a) **Defence Costs** for **Claims** arising from; and
(b) **Inquiry Costs** in respect of:

any actual or alleged molestation of, interference with, mental abuse of or physical abuse of persons by an **Employee** or **Principal** of the

**Insured**, but not by any person performing any volunteer service for or on behalf of the **Insured**, provided that in respect of **Inquiry Costs**:

- (i) the notice requiring the **Insured's** attendance at the inquiry or hearing is first received by the **Insured** and notified to the **Insurer** during the **Policy Period**; and

- (ii) such attendance arises directly from conduct allegedly committed by the **Insured** in carrying on the **Healthcare Services**; and

(iii) such indemnity is subject to the written consent of the **Insurer** prior to the incurring of the **Inquiry Costs**; and (iv) regular or overtime wages, salaries or fees of the **Insured** are excluded from this indemnity.

Nothing in this extension shall require the **Insurer** to indemnify any **Employee** or **Principal** who has perpetrated any such act of molestation, interference, mental abuse or physical abuse or any **Insured** who by act or omission has condoned any such act. If it is found by way of an admission by the **Insured**, judgment or adjudication that such **Insured** did in fact commit or condone such molestation, interference, mental or physical abuse then any **Defence Costs** or **Inquiry Costs** indemnified under this extension must be repaid by such **Insured** within thirty days following a request by the **Insurer** for such repayment.



The total liability of the **Insurer** for all **Defence Costs** and **Inquiry Costs** under this extension will not exceed in the aggregate, during the **Policy Period**, the 'Molestation Defence Costs and Inquiry Costs Limit' specified in the **Schedule**.

7.12 Newly created or acquired subsidiary

If during the **Policy Period** the **Policyholder** acquires or creates a new **Subsidiary**, the **Policyholder** will also include such new **Subsidiary** in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the period beginning on the date of acquisition or creation and ending sixty days thereafter or at expiry of the **Policy Period**, whichever is the lesser period, resulting

from the conduct of the **Healthcare Services** by such new **Subsidiary**, but not in respect of any such **Claim** resulting from any act, error or omission occurring or committed prior to the date the **Subsidiary** was created or acquired.

The **Insurer** may, at its discretion, offer to extend cover for such new **Subsidiary** beyond that period. In order for cover for such new **Subsidiary** to be extended beyond that period, the **Policyholder** must, prior to the end of that period:

- (a) give the **Insurer** written notice of any such acquisition or creation together with such additional information as the **Insurer** may require so that the **Insurer** can exercise its discretion whether or not to extend the cover;

- (b) accept any notified alteration in the terms of this **Policy**; and

- (c) pay any additional premium required by the **Insurer**

This extension does not apply to:

- (i) any new **Subsidiary** acquired or created by the **Policyholder** that is domiciled or incorporated in the United States of America or its territories or protectorates; and

- (ii) the conduct of **Healthcare Services** that are not the same as those conducted by the **Policyholder** and covered under this **Policy** prior to the acquisition or creation of such **Subsidiary**.

7.13 Public relations expenses

The **Insurer** will indemnify the **Policyholder** for **Public Relations Expenses** incurred by the **Policyholder** in respect of an **Adverse Publicity Event** that first occurs and is notified to the **Insurer** during the **Policy Period**.

The total liability of the **Insurer** under this extension will not exceed in the aggregate the ‘Public Relations Expenses Limit’ specified in the **Schedule** during the **Policy Period**.

The **Principal Policyholder** must pay an excess of the first $1,000 of **Public Relations Expenses**, for any one **Adverse Publicity Event**.The excess is deducted from **Public Relations Expenses** before the application of the aggregate limit stated in this extension.The **Insurer** has no liability for the amount of **Public Relations Expenses** that is less than the excess for each **Adverse Publicity Event**. The **Principal Policyholder** agrees that the excess must be borne by the **Principal Policyholder** and is to remain uninsured.

7.14 Run off cover

If, during the **Policy Period**, any of the following events occur:

- (a) a **Merger or Acquisition** of the **Policyholder**; or

- (b) the appointment of a receiver, controller, administrator or liquidator to the **Policyholder** or the commencement of a scheme of arrangement or compromise or a winding up process in respect of the **Policyholder**,

then this **Policy** will remain in force until the expiry of the **Policy Period**, but only in respect of a **Claim** resulting from any act, error or omission occurring or committed prior to the event described in parts (a) or (b) of this extension.

7.15 Sixty day reporting period

The **Insured** may continue to notify the **Insurer** of **Claims** up to sixty days after the expiry of the **Policy Period**, but only **Claims** first made against the **Insured** during the **Policy Period** and based on any act, error or omission committed or alleged to have been committed prior to expiry of the **Policy Period**.

Any notification to the **Insurer** during this sixty day reporting period will be deemed to have been first notified to the **Insurer** during the **Policy Period**.

7.16 Spousal liability

If a **Claim** against an **Insured** includes a **Claim** against such **Insured's Spouse** solely by reason of:

- (a) such **Spouse's** legal status as a **Spouse** of such **Insured**; or

- (b) such **Spouse's** ownership interest in property which the claimant seeks as recovery for **Claims** made against such **Insured**,

then the **Spouse's** legal liability for compensation resulting from such **Claim** will be treated for the purposes of this **Policy** as the liability of the **Insured**.

This extension does not apply to the extent the **Claim** alleges any act, error or omission by such **Insured's Spouse**.



7.17 Statutory liability

Notwithstanding exclusion 9.2.6 'Employer's Liability' and exclusion 9.2.7 'Fines, Penalties, Punitive or Aggravated Damages', the **Insurer** will indemnify the **Insured**:

- (a) for **Defence Costs** for proceedings under occupational health and safety law or environmental law first brought against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of the **Healthcare Services**;

- (b) to the extent permitted by law, for any pecuniary penalties imposed upon the **Insured** based on any breach of occupational health and safety law or environmental law as a result of proceedings under occupational health and safety law or environmental law first brought against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of the **Healthcare Services**, except for any pecuniary penalties:

    - (i) resulting from any act, error or omission occurring or committed prior to the **Retroactive Date**; or

- (ii) imposed where the **Insured** knew, or where a reasonable person in the circumstances ought reasonably to have known, prior to the **Policy Period** that the **Insured** had contravened such law and committed an offence pursuant to that law; or

- (iii) imposed as a result of further breaches committed after the **Insured** first knew, or where a reasonable person in the circumstances ought reasonably to have known, that the **Insured** had contravened such law and committed an offence pursuant to that law, and which led to the imposition of increased or additional pecuniary penalties; and

- (c) to the extent permitted by law, for any compensatory civil penalty first brought against the **Insured** and notified to the **Insurer** during the **Policy Period** resulting from the conduct of the **Healthcare Services**.

The cover provided under this extension will only apply to such pecuniary penalties imposed in the jurisdiction of Australia and pursuant to the laws of Australia.

The total liability of the **Insurer** under this extension will not exceed in the aggregate, the 'Statutory Liability Limit' specified in the **Schedule**, and all payments will be part of and not in addition to the **Limit of Liability**.

7.18 Students, volunteers, committee members and council members

Part (b) of the definition of **Insured** is extended to include any natural person who is a past and / or present **Student**, **Volunteer**, **Committee Member** or **Council Member**, but only in their capacity as such and only to the extent the civil liability results from the conduct of the **Healthcare Services**.

7.19 Vicarious liability for medical practitioners and locum tenens

Notwithstanding exclusion 9.2.11 'Medical Practitioners', the **Insurer** will indemnify the **Policyholder** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Policyholder** and notified to the **Insurer** during the **Policy Period** based on vicarious liability of:

(a) the **Policyholder**; or
(b) any **Principal** of the **Policyholder** whilst acting in a capacity other than as a **Medical Practitioner**,

for any act, error or omission of a **Medical Practitioner** or any locum tenens in the conduct of the **Healthcare Services**.

8. Optional extension

8.1 Public and Products Liability (claims made basis)

This extension applies where the 'Public and Products Liability' extension is noted as 'Included' in the **Schedule**. 8.1.1 Section A – Public liability

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** for:

- (a) **Personal Injury**; and/or

- (b) **Damage to Property** other than:

(i) property belonging to any of the **Insured**

(ii) property in the possession or control of any of the **Insured**; and/or (c) **Advertising Injury**;

happening within the **Territorial Limits** as a result of an **Occurrence** and in connection with the **Business** less the amount of the 'Public Liability Excess' shown in the **Schedule**.

However, the **Insurer** shall not be liable under 'Section A – Public Liability' for:

1. liability assumed solely under an agreement unless such liability would have attached in the absence of such agreement or is specifically allowed by the **Insurer's** written **Endorsement**, or relates to a liability assumed by any of the **Insured** (other than a **Principal**) under a lease for the premises referred to in Definition 2.1 of this extension.

2. the cost of performing, completing, correcting or improving any work done or undertaken by any of the **Insured**.



3. **Personal Injury** or **Damage to Property** caused by or in connection with the operation, ownership, possession or use by or on behalf of any of the **Insured** of any vessel or craft made or intended to be water borne or air borne, (other than a watercraft or water vessel not exceeding 8 metres in length or a hand propelled boat or pontoon).

4. **Personal Injury** or **Damage to Property** caused by or in connection with the operation, ownership, possession or use by any of the **Insured** of any **Vehicle** which is registered or required to be insured under any law which applies to its use (hereinafter referred to as 'Statutory Insurance').
However, this exclusion will not apply to **Personal Injury** or **Damage to Property** which arises out of:

   - (a) the delivery or collection of goods to or from any **Vehicle** where such **Personal Injury** or **Damage to Property** occurs beyond the limits of any carriageway or thoroughfare; or

   - (b) the loading or unloading of or the delivery or collection of goods to or from any **Vehicle** used in work undertaken by or on behalf of any of the **Insured**, but which is not in the physical or legal control of such **Insured**; or

   - (c) the use of any **Vehicle** as a tool of trade, provided that such liability did not arise in circumstances for which indemnity should be provided under any form of Statutory Insurance whether such insurance was effected or not.

5. **Personal Injury** or **Damage to Property** or **Advertising Injury** caused by **Products** other than **Personal Injury** or **Damage to Property** caused by food or beverages sold or

supplied by any of the **Insured** as a service to **Employees** or visitors for consumption on the premises of such **Insured**.

6. **Claims** arising out of any breach of a duty owed in a professional capacity by any of the **Insured**.

7. **Property Damage** to property in the **Insured's** physical or legal care, custody or control, but this exclusion shall not apply to:

   - (a) (i) personal possessions of directors, partners, **Employees** or visitors
     (ii) premises (and their contents) not owned or rented by any of the **Insured** but which are temporarily occupied by any of the **Insured** for the purpose of carrying out work in connection with the **Business**.

   - (b) premises (including fixtures and fittings) leased or rented to any of the Insured provided that the **Policyholder** shall be responsible for the first $100 in respect of loss or damage caused other than by fire or explosion in addition to any 'Public Liability Excess' specified in the **Schedule**.

   - (c) **Vehicles**, not owned by the **Policyholder** nor used in connection with the **Business**, whilst within a free car park provided by the **Policyholder** for the use of customers, visitors or **Employees**.

   - (d) the first $250,000 of each **Occurrence** which results in physical damage to or destruction of tangible property (not being property referred to in clauses (a), (b) or (c) of this exclusion) in the physical or legal care, custody or control of any of the **Insured** in connection with the **Business**.

8.1.2 Section B – Products liability

The **Insurer** will indemnify the **Insured** against civil liability for compensation and claimant's costs and expenses in respect of any

**Claim** first made against the **Insured** and notified to the **Insurer** during the **Policy Period** for

(a) **Personal Injury**; and/or
(b) **Damage to Property** other than:

(i) property belonging to any of the **Insured**

(ii) property in the possession or control of any of the **Insured**; and/or (c) **Advertising Injury**;

happening within the **Territorial Limits** as a result of an **Occurrence** and in connection with the **Business** and caused by **Products** less the amount of the 'Products Liability Excess' shown in the **Schedule**.

However, the **Insurer** shall not be liable under 'Section B – Products Liability' for:

1. **Personal Injury** or **Damage to Property** caused by or arising out of **Products** intended specifically for, and installed in or on, an aircraft or other aerial device, or caused by or arising out of **Products** which any of the **Insured** knew would be so installed, where such **Products** are essential to the operation or navigation of an aircraft or other aerial device.

2. liability assumed solely under an agreement unless such liability:

    - (a) would have attached in the absence of such agreement, or

    - (b) is specifically allowed by the **Insurer's** written **Endorsement**, or

    - (c) is assumed by any of the **Insured** under a warranty of fitness or quality, or is implied by law, in respect of **Products**

3. the cost of recalling, withdrawing, replacing or repairing **Products** or of making any refund on the price paid for **Products**, provided that this exclusion 3 does not apply to liability for physical damage to or destruction of **Products** caused by other **Products** if they were physically independent

at the time of such physical damage or destruction.



4. **Personal Injury** or **Damage to Property** or **Advertising Injury**:

   - (a) happening in any country on the continent of North America, or in states or territories incorporated in or
     administered from or by such country, and

   - (b) caused by **Products** exported by any of the **Insured** to any such country.

5. any **Claim** indemnifiable under 'Section A – Public Liability' of this extension.

8.1.3 Limit of indemnity and defence costs

The total liability of the **Insurer** under this extension will not exceed the 'Public and Products Liability Limit' specified in the **Schedule** during the **Policy Period** which is independent of, and not inclusive to, the **Limit of Indemnity**.

The **Insurer** will pay **Defence Costs** on the basis already set out in this **Policy**.

8.1.4 General exclusions (applicable to Sections A and B)

The **Insurer** shall not be liable under this extension for:

1. (a) **Personal Injury** or **Damage to Property** caused by or arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon any property, land, the atmosphere or any watercourse or body of water (including groundwater) unless such discharge, dispersal, release or escape:

(i) is neither reasonably expected nor intended by any of the **Insured**; and
(ii) is the consequence of a sudden and instantaneous cause which takes place at a clearly identifiable

point in time;

(b) any costs or expenses incurred in preventing, removing, nullifying or cleaning–up any discharge, dispersal, release or escape as described in (a) above, unless such costs or expenses are consequent upon an unexpected, unintended sudden and instantaneous cause which takes place at a clearly identifiable point in time and results in **Personal Injury** or **Damage to Property** neither of which is otherwise excluded by this extension.

2. **Claims** in respect of the loss of use of tangible property which has not been physically damaged or destroyed resulting from:

   - (a) a delay in or lack of performance by or on behalf of any of the **Insured** of any contract or agreement, or

   - (b) the failure of **Products** or work performed by or on behalf of any of the **Insured** to meet the level of performance quality fitness or durability warranted or represented by any of the **Insured**, but this exclusion 2 (b) does not apply to loss of use of other tangible property resulting from the sudden and accidental physical damage to or destruction of **Products** or work performed by or on behalf of any of the **Insured** after such **Products** or work have been put to their intended use by any person or organisation other than **Insured**.

3. any amount by way of aggravated damages or in respect of liquidated damages, or incurred under a penalty clause, or in respect of infringement of copyright or patent.

4. **Personal Injury** to any **Employee** arising out of or in the course of their employment save that this exclusion 4 shall not apply to liability for such **Personal Injury** assumed by an **Insured** under a written contract or agreement with another (not being an **Insured**).

**5.** liability imposed by the provisions of any Workers' or Workmen's Compensation legislation or any Accident Compensation legislation or any industrial award or agreement or determination.

**6.** **Personal Injury** or **Damage to Property** arising out of any defamation of character:

- (a) made prior to the commencement of the **Policy Period**;

- (b) made at the direction of any of the **Insured** with knowledge of the falsity thereof; or

- (c) related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals conducted by or on behalf of any of the **Insured**.

**7.** **Advertising Injury** resulting from:

- (a) failure to perform a contract, or a breach of contract;

- (b) infringement of trademark, service mark or trade name, titles and slogans, by use thereof on or in connection with goods or services sold, offered for sale or advertised;

- (c) incorrect description of any article or commodity;

- (d) mistake in advertised price.

**8.** **Personal Injury** or **Damage to Property** arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos. In the event of any conflict between this exclusion and the exclusion 9.2.1 'Asbestos', this exclusion

shall prevail.



8.1.5 General conditions (applicable to Section A and B)

1. Any liability of the **Insurer** under this extension shall depend upon the following matters:

    - (a) the observance of the terms and Conditions of this extension by any of the **Insured** insofar as they relate to anything to be done or complied with by such **Insured**; and

    - (b) the notification as soon as practicable by any of the **Insured** of any alteration in risk which materially affects this insurance.

2. The **Insured** at their own expense shall take or cause to be taken all reasonable care to:

    - (a) maintain premises plant and everything used in the **Business** in proper repair;

    - (b) employ only competent **Employees;**

    - (c) comply with all statutory obligations and regulations imposed by any authority; and

    - (d) remedy any defects or eliminate any dangers which may give rise to **Personal Injury** or **Damage to Property** or **Advertising Injury.**

8.1.6 Definitions

For the purposes of this extension only the following definitions apply:

1. **'Insured'** means:
1.1.the **Policyholder**; and/or

- 1.2. any **Principal** of the **Policyholder**, in respect of the liability of such **Principal** arising out of the performance by the **Policyholder** of any contract or agreement for the carrying out of work or services in connection with the **Business**, but only to the extent required by such contract or agreement; and/or

- 1.3. any office–bearer, committee or member of the **Policyholder's** own canteen, sports and/or social clubs, child care facilities or welfare organisations and any member (not being a qualified **Medical Practitioner**) of the **Policyholder's** own fire, first aid, medical or ambulance services; and/or

- 1.4. any director, partner, executive officer or shareholder of the **Policyholder** or any **Employee** but only for liability in respect of which the **Policyholder** would have been entitled to indemnity if the **Claim** had been made against the **Policyholder**; and/or

- 1.5. any director, partner or senior executive of the **Policyholder** in respect of private work undertaken by any E**mployee** for such director, partner or senior executive, and any such **Employee** whilst actually undertaking such private work.

2. **'Business'** means the 'Business' described in **Schedule** at the business address described in the **Schedule** and shall also include:

- 2.1. the ownership or occupation of, the carrying out of repairs, maintenance, alterations or additions to, or the demolition of, the **Policyholder's** premises to which this **Policy** applies; and

- 2.2. the deeming of the **Policyholder** to be a manufacturer of **Products** by operation of a law of

Australia or its external territories.

3. **'Territorial Limits'** means anywhere within Australia including its external territories.

4. **'Occurrence'** means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Damage to Property** and/or **Advertising Injury** neither expected nor intended by any of the **Insured**.
   With respect to **Personal Injury** or **Property Damage**, all events of a series consequent upon or attributable to one source or original cause shall be deemed to be one **Occurrence**.
   All **Advertising Injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one **Occurrence**.

5. **'Personal Injury'** means

5.1. 5.2.

bodily injury, death, sickness, disease, disability, shock, fright, mental injury, mental anguish or loss of consortium resulting from any of them; or

the effects of:

(a) false arrest, false imprisonment, wrongful eviction, wrongful detention and humiliation;

(b) assault and battery not committed by or at the direction of any of the **Insured** unless committed for the purpose of preventing or eliminating danger to persons or property;

(c) libel, slander, defamation of character, unless arising out of **Advertising Injury**. 6. **'Damage to Property'** means

- 6.1. physical damage to or loss or destruction of tangible property including resultant loss of use; and/or

- 6.2. loss of use of tangible property which has not been physically damaged or destroyed provided such loss of use is caused by an **Occurrence**.



**7.** **'Products'** means any thing, including any packaging or container thereof (after it has ceased to be in the possession or control of any of the **Insured**) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed in or from Australia or its external territories by any of the **Insured** in the course of the **Business**, and also includes:

- 7.1 the design formula or specification of such **Products**, and

- 7.2 directions, markings, instructions, warnings or advice given or omitted to be given in connection with such **Products**, and

- 7.3 any thing in respect of which the **Insured** is taken or deemed to be the manufacturer by operation of a law of Australia or its external territories.

**8.** **'Vehicle'** means any type of machine on wheels or on self–laid tracks made or intended to be propelled by other than manual power and any trailer made or intended to be drawn by any such machine whilst attached thereto.

**9.** **'Advertising Injury'** means injury arising out of:
(a) libel, slander or defamation,
(b) piracy of or any act, error or omission in the use of, advertising or merchandising ideas,
(c) infringement of copyright, or
(d) invasion of the right of privacy,
first published or broadcast or first committed or alleged to have been committed in connection with the **Insured's**

advertising activities during the **Policy Period**.

9. Exclusions

9.1 Section 1

The **Insurer** shall not be liable in respect of: 9.1.1 Prior claims or known circumstances

- (a) any **Claim** first made against the **Insured** prior to the inception of the **Policy Period** or disclosed in the **Proposal**; or

- (b) any **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** directly or indirectly arising from or in respect of any facts, events or circumstances:

(i) which the **Insured** knew, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** which might be covered under this **Policy**;

(ii) which a reasonable person in the **Insured's** position would have thought, prior to the inception of the **Policy Period**, might give rise to a **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses or **Defence Costs** which might be covered under this **Policy**;

- (iii) which were disclosed in the **Proposal** or were or could be notified under any insurance that was in force prior to the inception of the **Policy Period**;

- (iv) which were alleged in or discovered in any **Claim** made against the **Insured** prior to the inception of the **Policy Period**; or

(v) relating to or underlying any **Claim** made against the **Insured** prior to the inception of the **Policy Period**. 9.1.2 Retroactive date

any **Claim** resulting from any act, error or omission occurring or committed prior to the **Retroactive Date**.

9.1.3 Professional fees

(a) any **Claim** for indemnity by the **Insured** for;
(b) any **Claim** solely for; or
(c) that part of any **Claim** that is in respect of,
professional fees or charges or the refund of professional fees or charges (by way of damages or otherwise). 9.2 Section 2

The **Insurer** shall not be liable in respect of any **Healthcare Services**, **Claim**, liability, compensation, **Inquiry Costs**, claimant's costs and expenses, **Defence Costs** or compensation for court attendance:

9.2.1 Asbestos

arising directly or indirectly from or in respect of asbestos, asbestos fibres or derivatives of asbestos, provided that this exclusion shall not apply to the provision of the **Healthcare Services** for any asbestos related disease.

9.2.2 Assumption of liability

arising directly or indirectly from or in respect of any liability assumed by the **Insured** outside the normal course of the provision of **Healthcare Services**.



9.2.3 Childbirth

arising directly or indirectly from or in respect of labour, which for the purposes of this exclusion refers to the act of giving birth and involves the following stages:

- (a) the first stage lasts from the onset of labour until there is full dilation (10 cm.) of the cervical os (opening). The first stage of labour is also called the stage of dilatation;

- (b) the stage commencing from the full dilatation of the cervix until the baby is completely out of the birth canal and has been born;

- (c) the stage commencing from birth of the foetus through expulsion or extraction of the placenta and membranes

(afterbirth); and

- (d) the fourth stage being 24 hours after the delivery of the baby.

9.2.4 Directors and officers liability

arising directly or indirectly from or in respect of the **Insured's** functions and duties as a director and/or officer of the **Insured** or any legal entity, corporation or other incorporated body.

9.2.5 Dishonest, fraudulent or criminal acts

arising directly or indirectly from or in respect of any:

(a) dishonest, fraudulent or malicious act or omission by the **Insured**; or

(b) criminal act or omission or breach of any statute committed by the **Insured** with reckless or wilful intent.

9.2.6 Employer's liability

arising directly or indirectly from or in respect of:

- (a) the death, bodily injury, disease or illness of any **Insured** arising out of or in the course of or in respect of their employment; or

- (b) a breach of any obligation owed by an **Insured** to an **Insured**.

9.2.7 Fines, penalties, punitive or aggravated damages

arising directly or indirectly from or in respect of fines or penalties including civil penalties, punitive or aggravated damages.

9.2.8 Goods sold, stored, supplied or distributed

arising directly or indirectly from or in respect of the sale, storage, supply or distribution of any good or product other than any **Claim** which arises directly from a breach of professional duty during the actual provision of the **Healthcare Services**.

9.2.9 Intoxicants and drugs

arising directly or indirectly from or in respect of any services rendered by any person while that person is under the influence of intoxicants or drugs or from any failure to render services competently or at all because of such influence, if such services were performed with the knowledge or connivance of a **Principal**.

9.2.10 Liquidated damages

arising directly or indirectly from or in respect of liquidated damages imposed upon the **Insured** by contract or agreement, except to the extent that the **Insured** would have been liable for that damage in the absence of any such contract or agreement.

9.2.11 Medical practitioners

arising directly or indirectly from or in respect of the liability at law of a **Medical Practitioner** to a patient, where such liability arises directly from the **Medical Practitioner's** activities as a **Medical Practitioner** including, but not limited to diagnosis, treatment, medical advice, prescribing or supplying medication or a breach of any State or Federal health or medical laws or regulations in force in Australia and its external territories, except as provided for in extension 7.19 'Vicarious Liability for Medical Practitioners and LocumTenens'.

9.2.12 Radioactivity

arising directly or indirectly from or in respect of ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly, or a nuclear component thereof, provided that this exclusion shall not apply to ionising radiation sourced from radioisotopes or x–rays when used by qualified medical staff in any medical procedure or diagnosis.

9.2.13 Related parties

arising directly or indirectly from or in respect of any **Claim** brought by:

- (a) any **Insured**;

- (b) any **Subsidiary**;

- (c) any company or trust which is operated or controlled by the **Insured** or its nominees or trustees and in which an **Insured** has a direct or indirect financial interest;



- (d) any company in which an **Insured** has or has held at least a 20% financial interest and has had or has board representation on that company; or

- (e) any **Relative** or any company owned or controlled by a **Relative**, unless the **Healthcare Services** that gave rise to the **Claim** were signed off by a **Principal** of the **Policyholder** who is a person not related to
the **Relative**.

9.2.14 Sanctions

that would be in contravention of any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

9.2.15 Subrogation waiver

arising directly or indirectly from or in respect of any liability which is incurred or affected by reason of the **Insured** at any time entering into a deed or agreement excluding, limiting or delaying the **Insured's** legal rights of recovery against another.

9.2.16 Terrorism

arising directly or indirectly from or in respect of:

(a) any **Act of Terrorism**; or

(b) any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**,

provided that this exclusion shall not apply to the provision of the **Healthcare Services** for any bodily injury, illness or disease caused by an **Act of Terrorism**.

9.2.17 Trading debts

arising directly or indirectly from or in respect of any trading debt incurred, or any guarantee in respect of such debt given, by the **Insured**.

9.2.18 War

arising directly or indirectly from or in respect of any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, provided that this exclusion shall not apply to the provision of the **Healthcare Services** for any bodily injury, illness or disease caused by any event described above.

10. Claims conditions

10.1 Claims notifications

Every **Claim** made against the **Insured** shall be notified to the **Insurer** as soon as practicable and in any event prior to expiry of the **Policy Period**, and every letter, demand, writ, summons and legal process pertaining to such **Claim** shall be forwarded to the **Insurer** as soon as practicable after receipt.

All **Claim** notifications to the **Insurer** must be sent to the address next to 'Claims Notification' specified in the **Schedule**.

It is the **Insured's** responsibility to ensure that such notification has been forwarded to and has been received by the Liability & Profin Notification Centre.

10.2 Claims co–operation

In the event of a **Claim** the **Insured** will at all times and at its own cost provide the **Insurer** with all information, evidence, documentation, assistance and co–operation and will execute such documents, including signed statements and affidavits, which the **Insurer** reasonably requests.

The **Insured** will at all times and at its own cost use reasonable endeavours to do and concur in doing everything reasonably

practicable to avoid or diminish loss and to assist with the defence, investigation or settlement of any **Claim**.

The **Insurer** may make any investigation it deems necessary. 10.3 Claims conduct

The **Insurer** shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim**.

The **Insurer** reserves entirely its rights under this **Policy**, including its right to agree or deny cover while it assesses a **Claim** or conducts the defence.The **Insurer's** rights under this **Policy** are not affected if it does not conduct the defence.

Neither the **Insured** nor the **Insurer** will be required to contest or litigate any **Claim** if, in the opinion of Senior Counsel, reasonable attempts should be made to settle the **Claim**.The Senior Counsel shall be mutually agreed upon, or in the absence of such agreement, as nominated by the President of the NSW Bar Association (or the equivalent State orTerritory association).The cost to obtain the opinion will be advanced by the **Insurer** and treated as **Defence Costs**.



Senior Counsel shall provide the opinion in writing. In formulating the opinion Senior Counsel shall consider commercial matters including the amount of the **Claim**, the actual and potential loss (including **Defence Costs**) that may reasonably be incurred in contesting the **Claim**, the liability prospects and the prospect of recovering costs against the claimant in the event that the defence is successful. Senior Counsel shall also provide a settlement range within which reasonable attempts should be made to settle the **Claim**.

If it is the opinion of Senior Counsel that reasonable attempts should be made to settle the **Claim**, the **Insured** shall not object to the **Insurer's** attempt to do so.

10.4 Claims settlement

The **Insured** must not settle or offer to settle any **Claim**, incur any **Defence Costs** or otherwise assume any contractual obligation or

admit any liability in respect of any **Claim** without the **Insurer's** prior written consent.

If the **Insured** objects to a proposal by the **Insurer** to settle or compromise any **Claim** payable under this **Policy** and wishes to contest or litigate the matter, then the **Insured** may so elect, but the **Insurer's** liability in respect of any such **Claim** so contested or litigated will not exceed the amount for which, but for such election, it could have been settled or compromised by the **Insurer**, together with **Defence Costs** payable in accordance with the terms of this **Policy** and incurred up to the time of such election, subject to the **Excess** and to the **Limit**

**of Indemnity**.

11. General conditions

11.1 Assignment

This **Policy** cannot be assigned by the **Policyholder**. 11.2 Authorisation

The **Principal Policyholder** is the agent for each **Insured** and each **Insured** is bound by any statement, act or omission of the **Principal Policyholder** for all purposes under this **Policy**, subject to 10.3 'Claims Conduct' and 11.11 'Severability and Non Imputation'.

11.3 Cancellation

The **Principal Policyholder** may cancel this **Policy** at any time in writing to the **Insurer**. Upon receipt of such request, the **Insurer** will retain a short period premium calculated at the pro rata proportion of the **Full Annual Premium** for the time it has been on risk plus ten percent and the **Principal Policyholder** will receive a refund of any balance of the premium actually paid, unless there have been any notifications during the **Policy Period**, in which case no refund shall be given.

The **Insurer** may cancel this **Policy** in accordance with the Insurance Contracts Act 1984. 11.4 Endorsements

An **Endorsement** does not affect or increase the **Limit of Indemnity**, the **Maximum Aggregate Limit of Indemnity** or any other term, except to the extent specifically provided in the **Endorsement**. Each **Endorsement** is otherwise subject to all the terms of this **Policy**.

11.5 Goods and services tax

The premium is the amount the **Policyholder** pays the **Insurer** for this insurance and it includes stamp duty, GST and any other government charges that applies.

The **Insured** must inform the **Insurer** of the extent to which there is an entitlement to an input tax credit for that GST amount each time that it notifies a **Claim** under this **Policy**. No payment will be made to the **Insured** for any GST liability that it may incur on the settlement of a **Claim** if it does not inform the **Insurer** of its entitlement or correct entitlement to an input tax credit.

Despite the other terms of this **Policy**, the **Insurer's** liability to the **Insured** will be calculated taking into account any input tax credit to which the **Insured** is entitled for any acquisition which is relevant to the **Claim**, or to which it would have been entitled had it made a relevant acquisition.

'GST', 'input tax credit', 'acquisition' and 'supply' have the meaning given in A NewTax System (Goods and Services Tax) Act 1999.

11.6 Governing law

The **Policy** will be governed in accordance with law of the State or Territory of Australia in which the **Policy** was issued. Any disputes relating to interpretation will be submitted to the exclusive jurisdiction of the courts of Australia.

11.7 Interpretation

In this **Policy** the singular includes the plural and vice versa.The neutral gender includes the female and male genders.

A reference in this **Policy** to any legislation or legislative provision includes any statutory modification or re– enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision (whether of the Commonwealth of Australia or elsewhere).

The titles and headings to the various sections of the **Policy** are included solely for ease of reference and do not in any way limit or expand or otherwise affect the terms of such sections.

11.8 Material change

The **Policyholder** must notify the **Insurer** as soon as reasonably practicable of any material change in the risk insured by this **Policy**. The **Insurer** is entitled to amend the terms of this **Policy** and/or charge an additional premium based on the **Insurer's** assessment of any change in the risk insured by this **Policy**. A material change in the risk includes, without limitation:

- (a) activities that are materially different from those declared in the **Proposal**;

- (b) activities outside the normal activities of the **Healthcare Services**;

- (c) the **Policyholder** being **Insolvent**; or

- (d) any loss of or conditions imposed upon any licence or other authority required by the **Insured** to conduct the **Healthcare Services**.

11.9 Other insurance

If at the time any **Claim** arises under this **Policy** there is any other insurance in force covering the same liability the **Policyholder** shall promptly give to the **Insurer** full details of such other insurance, including the identity of the insurer and the policy number, and such further information as the **Insurer** may reasonably require.

11.10 Payment of Premium

The **Policyholder** must pay the 'Premium' specified in the **Schedule** for the **Policy Period** to the **Insurer** by the due date.The due date is on or before ninety days after the inception date of the **Policy Period** or such other time that the **Insurer** agrees in writing. If the **Policyholder** fails to pay the 'Premium' by the due date, the **Insurer** is entitled to cancel this **Policy** in accordance with the Insurance Contracts Act 1984.

11.11 Severability and non imputation

Where this **Policy** insures more than one party, any failure on the part of any of the parties to: (a) comply with the duty of disclosure

under the Insurance Contracts Act 1984;
(b) comply with any obligation under this **Policy** (other than the obligation to pay premium); or (c) refrain from conduct which is dishonest, fraudulent, criminal or malicious,

shall not prejudice the right of the remaining party or parties to indemnity under this **Policy**, provided that such remaining party or parties shall:

(i) be entirely innocent of and have had no prior knowledge of any such failure; and

(ii) as soon as practicable after becoming aware of any such failure, advise the **Insurer** in writing of all its relevant circumstances.

11.12 Territorial and jurisdictional limits of cover

This **Policy** provides cover for:
(a) any civil liability resulting from the conduct of the **Healthcare Services** anywhere in the world, except for any

civil liability resulting from:

- (i) the conduct of the **Healthcare Services** within the United States of America;

- (ii) the provision of healthcare services to persons in the United States of America as part of the conduct of the **Healthcare Services**; or

- (iii) any act, error or omission occurring within the United States of America

and

(b) subject to (a), **Claims** made anywhere in the world, except for those **Claims**;
(i) brought in a court of law, arbitration, tribunal, forum or other body entitled to impose enforceable orders

against the **Insured** in the United States of America; or
(ii) arising from the enforcement of any judgment, order or award in respect of any action brought in any

court of law, arbitration, tribunal or other judicial body in the United States of America.

For the purpose of this General Condition the United States of America includes its territories and protectorates.

11.13 Variation of the policy

No variation of this **Policy** will be effective, unless made by **Endorsement**. 12. Definitions
For the purpose of this **Policy**:

**Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government or to put the public, or any section of the public, in fear.

**Adverse Publicity Event** means an event which, in the reasonable opinion of a **Principal** of the **Policyholder**, might cause the reputation of the **Insured** to be seriously affected by adverse or negative publicity.



**Claim** means:

- (a) any demand made by a third party upon the **Insured** for compensation, however conveyed, including a writ, statement of claim, application or other legal or arbitral process;

- (b) for the purposes of cover under extension 7.11 'Molestation Defence Costs and Inquiry Costs' only, prosecution of the **Insured**; and

- (c) for the purpose of cover under extension 7.17 'Statutory Liability' only, a prosecution of the **Insured** brought under occupational health and safety, environmental or other relevant law arising from an actual or alleged breach of such

law.

**Committee Member** means a natural person who is a member of a committee of the **Policyholder**. **Council Member** means a natural person who is member of a council or board of the **Policyholder**. **Control** has the meaning given by section 50AA of the Corporations Act 2001.

**Defence Costs** means all necessary and reasonable costs and expenses incurred by the **Insurer**, or by the **Insured** with the **Insurer's** prior written consent, in defending, investigating or settling any **Claim** (not being claimant's costs and expenses).

**Documents** means deeds, wills, agreements, maps, plans, records, computer records, electronic data, written or printed books, letters, certificates, written or printed documents or forms of any nature (excluding any bearer bonds, coupons, bank or currency notes or other negotiable instruments) which is the property of the **Policyholder** or for which the **Policyholder** is responsible.

**Employee** means a natural person (other than a **Principal**) employed under a contract of service or apprenticeship by the **Policyholder** and includes any trainee, casual, part–time, seasonal and temporary personnel.

**Endorsement** means any document which is described as an endorsement to this **Policy** and intends to vary it. **Excess** means the amount shown in the **Schedule** except in respect of **Inquiry costs** in which case it means the

amount shown in the **Schedule** as the 'Inquiry Costs Excess'.
**Full Annual Premium** means the annual premium payable by the **Principal Policyholder**, including any additional

premium which becomes payable in respect of the **Policy Period**.
**Healthcare Services** means the 'Healthcare Services' described in the **Schedule**, and no other, of the **Policyholder**.

**Inquiring Body** means any official body or institution empowered by law to investigate the professional conduct of the **Insured** including but not limited to a coroner's court, Royal Commission, statutory regulatory body, tribunal or legally constituted industry or professional board but excluding any parliament or any committee of a parliament.

**Inquiry Costs** means necessary and reasonable legal costs and expenses incurred by the **Insured** arising out of any notice from an **Inquiring Body** requiring a response from the **Insured** or requiring the **Insured's** attendance at an investigation, inquiry or hearing held before the **Inquiring Body** (not being **Defence Costs**).

**Insolvency** or **Insolvent** means:

- (a) the **Policyholder** is an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth));

- (b) the **Policyholder** has had a controller appointed or is in liquidation, in provisional liquidation, under administration, has been wound up or has had a receiver appointed to any part of its property;

- (c) the **Policyholder** is subject to any arrangement, assignment, moratorium, compromise or composition, it is protected from creditors under any statute or it is dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent);

- (d) an application or order has been made, resolution passed, proposal put forward or any other action taken which is preparatory to or could result in any of (a), (b) or (c) above;

- (e) the **Policyholder** is taken (under Section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

- (f) the **Policyholder** is otherwise unable to pay its debts when they fall due; or

- (g) something having a substantially similar effect to (a) to (e) above happens in connection with the **Policyholder** under the law of any jurisdiction.

**Insured** means:

- (a) the **Policyholder**;

- (b) any past and/or present **Employee** of the **Policyholder**, but only in his or her capacity as such;

- (c) any past and/or present **Principal** of the **Policyholder**, but only in his or her capacity as such; and/or

- (d) the estate, heirs, legal representatives or legal assigns of any natural person insured under this **Policy** in the event of the death or legal incapacity of such person.

**Insurer** means AAI Limited ABN 48 005 297 807 trading as Vero Insurance. Bizcover Online Medical Malpractice Civil Liability Insurance Policy V8459 12/16 15

**Limit of Indemnity** means the amount specified beside 'Limit of Indemnity' as shown in the **Schedule**.
**L.S.T.** or **Local Standard Time** means the time in the State or Territory of Australia in which the **Policy** was issued.

**Maximum Aggregate Limit of Indemnity** means the amount specified beside 'Maximum Aggregate Limit of Indemnity' as shown in the **Schedule**.

**Medical Practitioner** means a medical practitioner or dentist.

**Medicare Benefits Fraud** means fraud against Medicare, the Pharmaceutical Benefits Scheme and other government programs administered by Medicare Australia by the payment of any benefit or funds to any person who had no legal entitlement to such benefit or funds.

**Merger or Acquisition** means:

- (a) the **Policyholder** consolidating with, merging into or selling all or substantially all of its assets such that the **Policyholder** is not the surviving entity; or

- (b) any entity obtaining **Control** of the **Policyholder**.

**Policy Period** means the time between 'From' and 'To' noted beside 'Policy Period' in the **Schedule**.

**Policy** means the **Schedule**, the terms of this document and any **Endorsements**.

**Policyholder** means the firm or legal entity shown in the **Schedule**.

**Principal** means a sole practitioner, a partner of a firm or a director of a company.

**Principal Policyholder** means the **Policyholder** or if the **Policyholder** is more than one person or entity, the first person or entity listed as the 'Policyholder' in the **Schedule**.

**Proposal** means the written proposal or declaration made by the **Policyholder** to the **Insurer** containing particulars and statements together with other information provided by the **Policyholder**.

**Public Relations Expenses** means the reasonable costs, charges, fees and expenses of a public relations firm or consultant engaged to prevent or limit the adverse effects of or negative publicity from an **Adverse Publicity Event**, which the **Policyholder** may engage with the prior written consent of the **Insurer**, but only during the first thirty days immediately following the **Adverse Publicity Event**.

**Relative** means an **Insured's**:

(a) **Spouse**;

(b) parent;

(c) children or siblings; or

(d) the **Spouse**, parent, child or sibling of a **Relative** specified in a. b. and c. above.

**Retroactive Date** means the 'Retroactive Date' as shown in the **Schedule**.

**Schedule** means the current schedule issued by the **Insurer** to the **Policyholder**.

**Spouse** means a lawful spouse, domestic partner (including without limitation same sex partner) or any person deriving similar status by reason of the common law or statute.

**Student** means a natural person who is a student under the direction, control, or request of, or whilst undertaking any activity approved or recognised by the **Policyholder**.

**Subsidiary** means a subsidiary of the **Policyholder** as defined in the Corporations Act 2001.
**Volunteer** means a person providing the **Healthcare Services** on a voluntary, unpaid basis for or on behalf of

the **Policyholder**.
End of Policy wording

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Notices

These notices do not form part of the policy.

Broker acting as agent for insurer

In effecting this contract of insurance the broker will be acting under an authority given to it by the insurers and the broker will be effecting the contract as agent of the insurer and not the insured. Bizcover Pty Ltd (ABN 68 127 707 975; AFSL 501769) arranges the insurance and AAI Limited (ABN 48 005 297 807) trading as Vero Insurance issues the insurance.

Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, 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 renew, extend, vary or reinstate an insurance 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 you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

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

Claims made and notified basis of cover

This Medical Malpractice Civil Liability Insurance Policy is issued on a 'claims made and notified' basis.

This means that the Insuring Clause responds to:

- (a) claims first made against you during the policy period and notified to the insurer during the policy period, provided that you were not aware at any time prior to the policy inception of circumstances which would have put a reasonable person in your position on notice that a claim may be made against him/her; and:

- (b) written notification of facts pursuant to Section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, S40(3) of the Insurance Contracts Act 1984 is set out below;
  "S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to claim against the insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the insurer is not relieved of liability under the contract in respect of the claim

> when made by reason only that it was made after the expiration of the period of the insurance cover provided by the contract."

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period.

Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

Average provision

If your policy provides for 'Costs in Addition' to the limit of indemnity and if a payment in excess of the limit of indemnity available under your policy has to be made to dispose of a claim, the insurer's liability for costs and expenses incurred with its consent shall be such proportion thereof as the amount of indemnity available under this policy bears to the amount paid to dispose of the claim payments.

Subrogation waiver

This policy contains a provision that has the effect of excluding or limiting the Insurer's liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

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Privacy statement

AAI Limited trading as Vero Insurance is the insurer and issuer of your commercial insurance product, and is a member of the Suncorp Group, which we'll refer to simply as "the Group".

Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- ▼▼ identify you and conduct appropriate checks;

- ▼▼ understand your requirements and provide you with a product or service;

- ▼▼ set up, administer and manage our products and services and systems, including the management and administration of underwriting and claims;

- ▼▼ assess and investigate any claims you make under one or more of our products;

- ▼▼ manage, train and develop our employees and representatives;

- ▼▼ manage complaints and disputes, and report to dispute resolution bodies; and

- ▼▼ get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you.
  What happens if you don't give us your personal information?
  If we ask for your personal information and you don't give it to us, we may not be able to provide you with any, some, or all of the features of our products or services.
  How we handle your personal information
  We collect your personal information directly from you and, in some cases, from other people or organisations. We also provide your personal information to other related companies in the Group, and they may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you.They may also use your personal information to help them provide products and services to

other customers, but they'll never disclose your personal information to another customer without your consent. Under various laws we will be (or may be) authorised or required to collect your personal information.These laws include the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Personal Property Securities Act 2009, Corporations Act 2001, Autonomous Sanctions Act 2011, IncomeTax Assessment Act 1997, IncomeTax Assessment Act 1936, Income Tax Regulations 1936, Tax Administration Act 1953, Tax Administration Regulations 1976, A New Tax System (Goods and Services Tax) Act 1999 and the Australian Securities and Investments Commission Act 2001, as those laws are amended and includes any associated regulations. We will use and disclose your personal information for the purposes we collected it as well as purposes that are related, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- ▼▼ other companies within the Group and other trading divisions or departments within the same company (please see our Group Privacy Policy for a list of brands/companies);

- ▼▼ any of our Group joint ventures where authorised or required;

- ▼▼ customer, product, business or strategic research and development organisations;

- ▼▼ data warehouse, strategic learning organisations, data partners, analytic consultants;

- ▼▼ social media and other virtual communities and networks where people create, share or exchange information;

- ▼▼ publicly available sources of information;

- ▼▼ clubs, associations, member loyalty or rewards programs and other industry relevant organisations;

- ▼▼ a third party that we've contracted to provide financial services, financial products or administrative services – for example:
    - ▼▼ information technology providers,
    - ▼▼ administration or business management services, consultancy firms, auditors and business management consultants,
    - ▼▼ marketing agencies and other marketing service providers,
    - ▼▼ claims management service providers
    - ▼▼ print/mail/digital service providers, and
    - ▼▼ imaging and document management services;

- ▼▼ any intermediaries, including your agent, adviser, a broker, representative or person acting on your behalf, other Australian Financial Services Licensee or our authorised representatives, advisers and our agents;

- ▼▼ a third party claimant or witnesses in a claim;

- ▼▼ accounting or finance professionals and advisers;

- ▼▼ government, statutory or regulatory bodies and enforcement bodies;

- ▼▼ policy or product holders or others who are authorised or noted on the policy as having a legal interest, including where you are an insured person but not the policy or product holder;

- ▼▼ in the case of a relationship with a corporate partner such as a bank or a credit union, the corporate partner and any new incoming insurer;

- ▼▼ the Australian Financial Complaints Authority or any other external dispute resolution body;

- ▼▼ credit reporting agencies;

- ▼▼ other insurers, reinsurers, insurance investigators and claims or insurance reference services, loss assessors, financiers;

- ▼▼ legal and any other professional advisers or consultants;

- ▼▼ hospitals and, medical, health or wellbeing professionals;

- ▼▼ debt collection agencies;

- ▼▼ any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.
  We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons or organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.
  Overseas disclosure
  Sometimes, we need to provide your personal information to

– or get personal information about you from – persons or organisations located overseas, for the same purposes as in 'Why do we collect personal information?'
The complete list of countries is contained in our Group Privacy Policy, which can be accessed at www.vero.com.au/privacy, or you can call us for a copy.
From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.
How to access and correct your personal information or make a complaint
You have the right to access and correct your personal information held by us and you can find information about how to do this in the Suncorp Group Privacy Policy.
The Suncorp Group Privacy Policy also includes information about how you can complain about a breach of the Australian Privacy Principles and how we'll deal with such a complaint.You can get a copy of the Suncorp Group Privacy Policy.
Please use the contact details in **Contact Us**. Contact us
For more information about our privacy practices including accessing or correcting your personal information, making a complaint, obtaining a list of overseas countries or giving us your marketing preferences you can:
▼▼ Visit www.vero.com.au/privacy.
▼▼ Speak to us directly by phoning us on: 1300 888 073 or
▼▼ Email us at privacyaccessrequests@vero.com.au
General Insurance Code of Practice
We support and adhere to the General Insurance Code of Practice. A copy of the Code can be obtained from the Insurance Council of Australia by:
▼▼ Telephone (02) 9253 5100 or 1300 728 228 ▼▼ Website www.insurancecouncil.com.au Our complaints handling procedures
We are committed to:
▼▼ listening to what you tell us;
▼▼ being accurate and honest in telling you about our products and services;
▼▼ communicating with you clearly; and
▼▼ resolving any complaints or concerns you have in a fair, transparent and timely manner.
If you have a complaint concerning this product or our

services, please tell the people who provided your initial service or you can contact us by:

- ▼▼ Telephone: 1800 689 762

- ▼▼ Mail: Reply Paid 1453 Customer Relations Unit RE058,
  GPO Box 1453 Brisbane QLD 4001 or

- ▼▼ Email: customer.relations@suncorp.com.au

Bizcover Online Medical Malpractice Civil Liability Insurance Policy V8459 12/16 19

What we will do to resolve your complaint

When you first let us know about your complaint or concern, we will review your complaint, consider the facts and attempt to resolve your complaint by the end of the next working day.

If we cannot resolve your complaint to your satisfaction within 5 working days we will contact you to agree reasonable alternative time frames.

We will endeavour to send you our final decision within 15 working days from the date you first made your complaint provided we have all necessary information and have completed any investigations required. If you are still unsatisfied with the final outcome at your request we can refer your complaint to our Customer RelationsTeam. Our Customer RelationsTeam will review your dispute, and respond to the dispute within 15 working days of your complaint being referred to them provided they receive all necessary information and have completed any investigation required.

You can contact our Customer RelationsTeam by: ▼▼ Telephone: 1300 264 053

▼▼ Email: idr@suncorp.com.au
▼▼ Mail: Suncorp Internal Dispute Resolution,

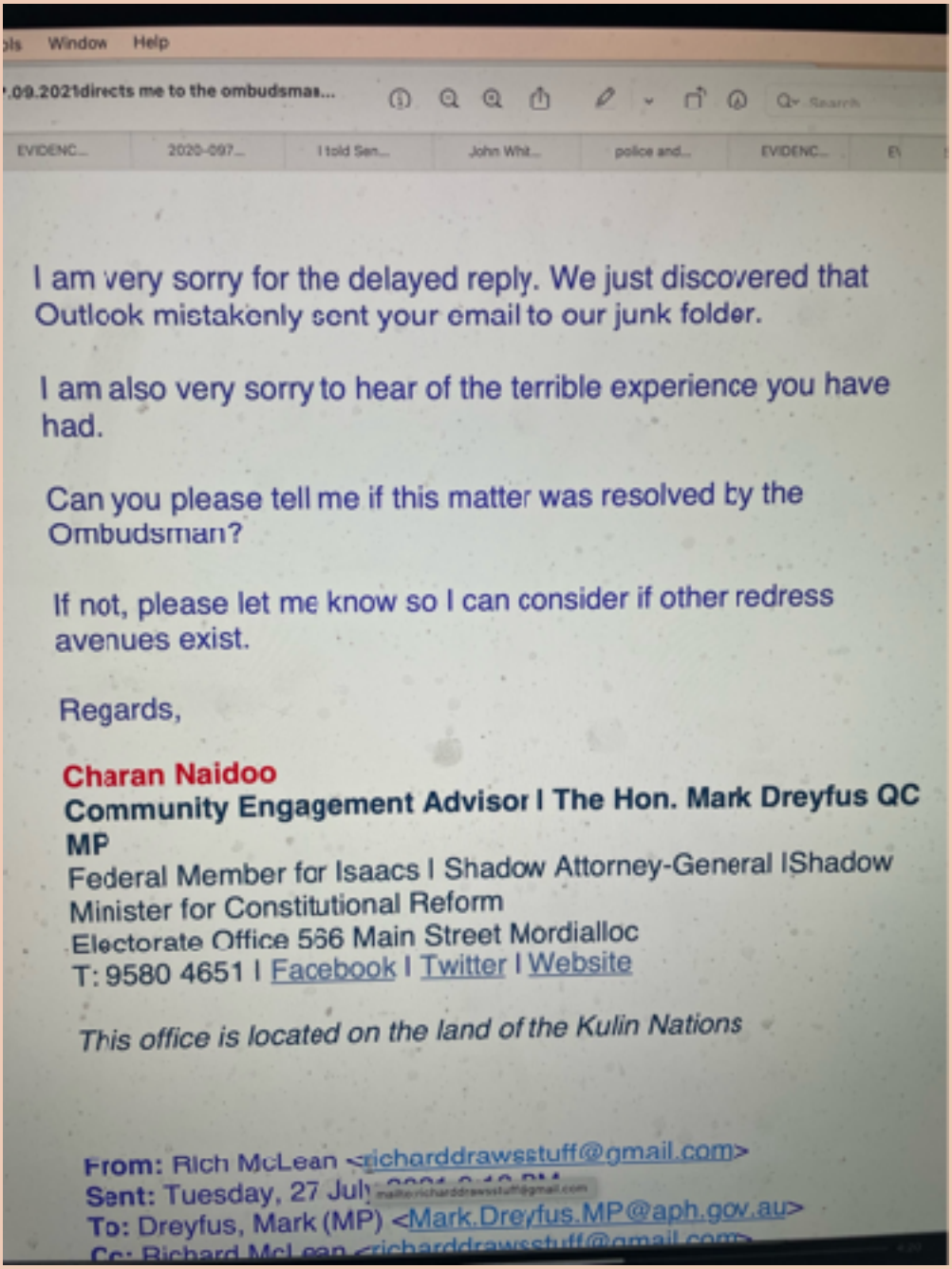
PO Box 14180, Melbourne City Mail Centre VIC 8001.

What if you are not satisfied with our final Customer Relations Team decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action that you may pursue.

AAI Limited ABN 48 005 297 807 trading as Vero Insurance V8459 01/08/19 A

The attorney General's mark Dreyfus' department got my email lost! Bummer. They forward me onto the ombudsman - where I have already made a disclosure as a PID.



Window Help

.09.2021directs me to the ombudsmas...

EVIDENC... 2020-097... I told Sen... John Whit... police and... EVIDENC...

I am very sorry for the delayed reply. We just discovered that Outlook mistakenly sent your email to our junk folder.

I am also very sorry to hear of the terrible experience you have had.

Can you please tell me if this matter was resolved by the Ombudsman?

If not, please let me know so I can consider if other redress avenues exist.

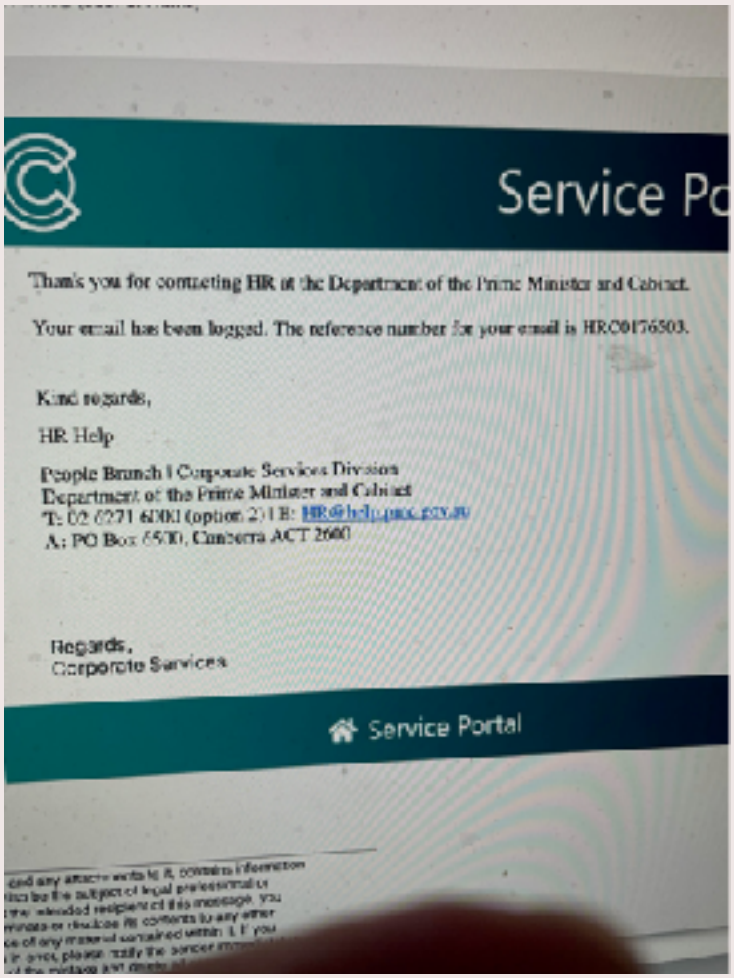
Regards,

**Charan Naidoo**
**Community Engagement Advisor I The Hon. Mark Dreyfus QC MP**
Federal Member for Isaacs I Shadow Attorney-General IShadow Minister for Constitutional Reform
Electorate Office 556 Main Street Mordialloc
T: 9580 4651 I Facebook I Twitter I Website

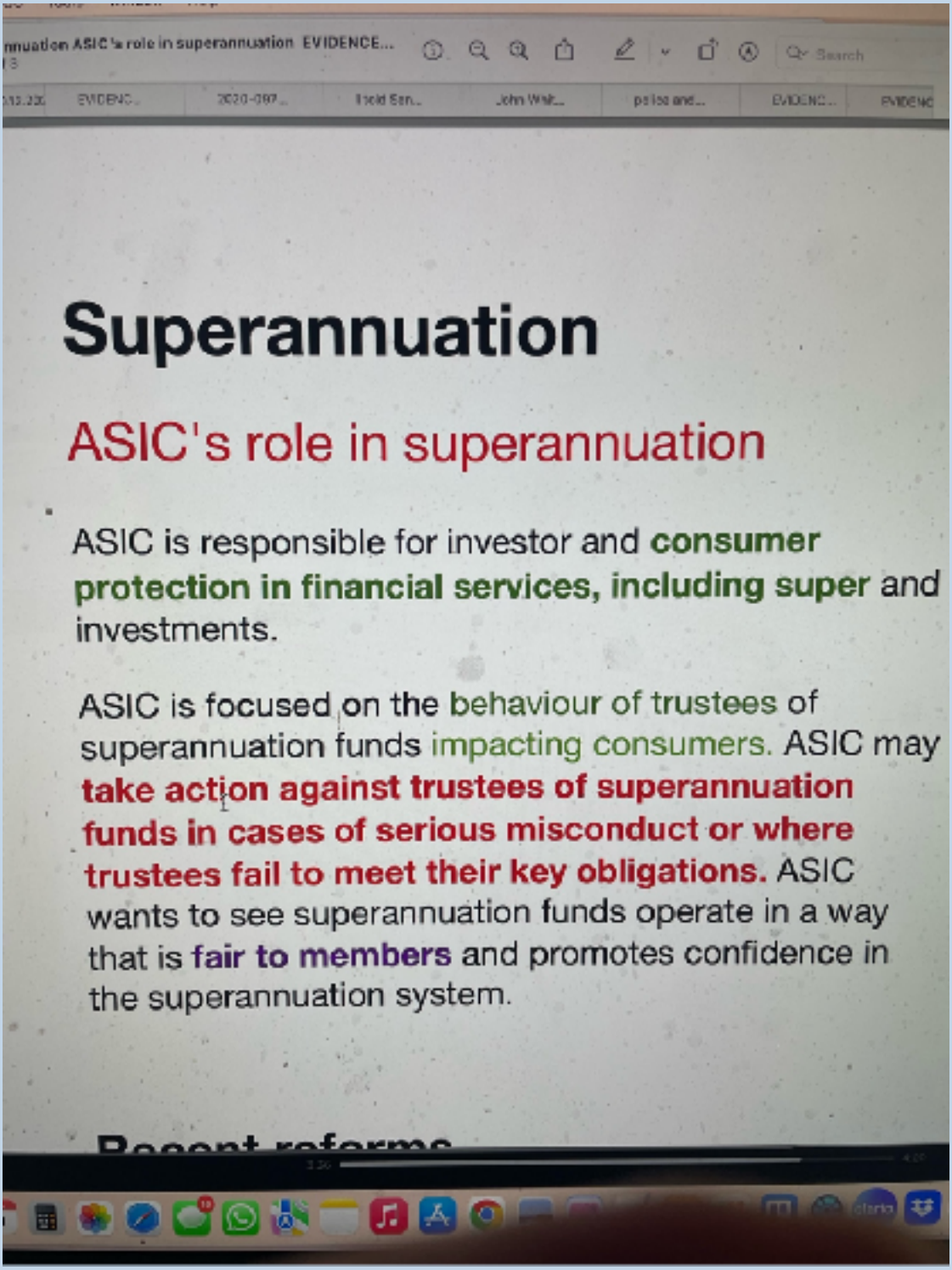
*This office is located on the land of the Kulin Nations*

**From:** Rich McLean <richarddrawsstuff@gmail.com>
**Sent:** Tuesday, 27 July
**To:** Dreyfus, Mark (MP) <Mark.Dreyfus.MP@aph.gov.au>
**Cc:** Richard McLean <richarddrawsstuff@gmail.com>

The prime minister didn’t think much of my complaint about systemic injustice



ASIC have a role in superannuation - they could solve my problems surely? No I am a failed whistleblower at ASIC.



Mr Richard McLean 2 McCubbin Street Footscray VIC 3011

Email C/-: melissa.procter@jlta.com.au Dear Mr McLean,

8 August 2022

Re:
Policy: Claim no: Condition:

Second Sickness Claim lodgement 5571724 – JLT Arts & Crafts Scheme C0122620
Adjustment disorder

We refer to your recent claim submission in respect of the above noted claim.
As you will recall, your previous claim was denied on the basis that you were claiming a Sickness

related benefit under the policy which provides cover for Injury only. (copy attached) Upon review of your most recent claim submission, we confirm;

1. The defined benefits policy, which we note expired 31/08/2021 provided cover for Injury as a result of Accident only. This did not change throughout the duration of the policy period, nor has it changed at any point following it's expiry.

2. Whilst we note that there are some inconsistencies in the dates provided for the initial onset of your Sickness, initial medical consultations and dates of disablement, based on the

information as provided by Dr Richard in your initial claim submission, it is quite clear that your Sickness pre-existed the policies inception by up to 2 years.

As previously advised, the policy is strictly a “defined benefits policy”, therefore, an Insured event must be triggered in order for a claim to be paid. This is finite and not open to, or subject to individual interpretation. Either an Injury has occurred as a result of an Accident, or it has not. In this instance it has not.

Please see the relevant policy extracts as outlined below and over page:

“AHI Standard Definitions
INJURY means bodily injury resulting from an Accident that occurs fortuitously to the Insured Person.

Injury does not include:

1. any consequences of an Injury which are ordinarily described as being a Sickness, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;

2. an aggravation of a pre-existing Injury;

3. any degenerative condition.

ACCIDENT means a sudden, external, unforeseeable and unexpected specific Event which occurs at a definable time and place.

SICKNESS means illness or disease. PRE-EXISTING CONDITION means:

2. in respect of Sickness:

- is a condition or side-effect of which the Insured Person was aware (whether diagnosed or not) or has sought treatment prior to the Insured Person's Effective Date of Cover under this Policy. If any form of cancer is a Pre-Existing Condition, then there is no cover for cancer or cancer-related conditions; or

- is a condition caused by a Pre-Existing Condition.

General Exclusions

9. No cover is provided for any deliberate self-inflicted harm or Injury, caused or committed by the Insured Person, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.

14. No cover is provided for any claim in relation to or in connection with a Pre-Existing Condition."

With consideration of the above policy extracts,

- An Accident has not occurred resulting in an Injury.

- Your Sickness and the many external contributing factors that led to your disablement clearly existed prior to the policies inception.

- There was more than one suicide attempt on more than one occasion which specifically excludes cover.

Whilst we are not unsympathetic to your circumstances, or the series of many traumatic events that you've endured throughout your life, the policy was simply not designed to respond to any form of Sickness and therefore, we are unable to provide any form compensation in this instance.

We trust that this review of your subsequent claim clarifies any misconceptions that you may have had in respect of the cover you held under the JLT Arts & Crafts Scheme.

We understand that this is not the outcome you were hoping for, however, the determination was made in accordance with the relevant terms and conditions of the policy that is held by the Insured.

Please be advised that AHI offers a formal Internal Complaint Resolution process that may further review the claim, should this be requested. If this is the case, then we would respectfully request that the Insured advises us of what particular aspect of our decision they remain dissatisfied with. Please find attached our Brochure with respect to our dispute resolution process.

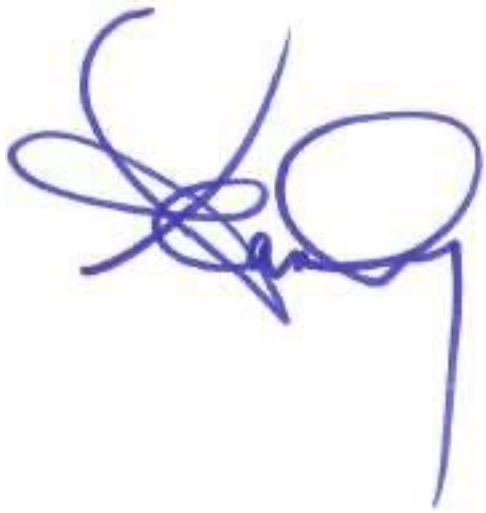


We have noted the links to some services which may be assistance to you. Should you wish to discuss this, please contact me on (02) 8667 3830. With regards

Deegan Kennedy

Claims Assessor

https://www.beyondblue.org.au/ https://www.lifeline.org.au/ https://www.sane.org/ https://www.suicidecallbackservice.org.au/





Mr Richard McLean 2 McCubbin Street Footscray VIC 3011

Email C/-: Michael.Gordon@jlta.com.au Dear Mr McLean,

26 March 2021

Re:
Policy: Claim no: Condition:

We acknowledge
Insurance Services team and provide our claim number for your reference.

We note that Mr Gordon referred your claim to us for assessment following your recent communications and subsequent request to submit a Sickness claim under the JLT Arts & Crafts Scheme Injury policy held with AHI Insurance.

In review of your claim, we have taken into account all relevant claim documentation provided to us and the terms and conditions of the policy including the following materials:

- HCF Claim form
- Mercy Health discharge summary dated 09/03/2021
- Various email communications between yourself, Mr Gordon and NAVA represnetative.

- Arts & Crafts Scheme (August) Policy Schedule, and

- GPAS 23/09/2019 Policy Wording

Upon review of the these materials, we are unable to reach a conclusion that differs from that of the advice already provided to you by Mr Gordon, that being; we are unable to accept liability of your Sickness claim as the Arts & Crafts policy provides cover for Injury as a result of an Accident only.

The policy is strictly a “defined benefits policy”, therefore, an Insured event must be triggered in order for a claim to be paid. This is finite and not open to, or subject to individual interpretation. Either an Injury has occurred as a result of an Accident or it has not. In this instance it has not.

Please see the relevant policy extracts as outlined below and over page:

“AHI Standard Definitions

INJURY means bodily injury resulting from an Accident that occurs fortuitously to the Insured Person. Injury does not include:



receipt of your Sickness claim c/- Mr Michael Gordon of the Local Community

1. any consequences of an Injury which are ordinarily described as being a Sickness, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;

2. an aggravation of a pre-existing Injury;

3. any degenerative condition.

ACCIDENT means a sudden, external, unforeseeable and unexpected specific Event which occurs at a definable time and place.

SICKNESS means illness or disease."
In light of the provision of cover for Injury only, we are of the opinion that the noted policy definitions

support our decision to decline liability in this instance.

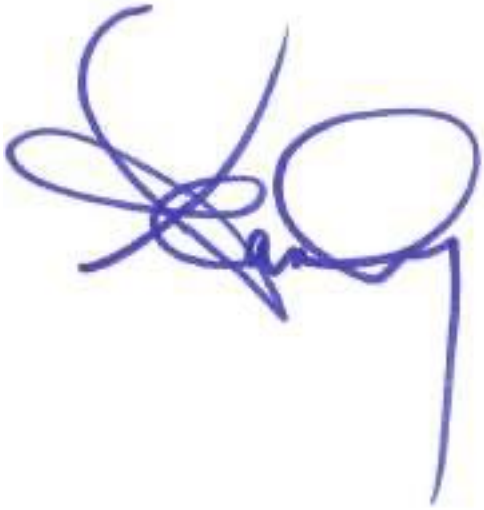
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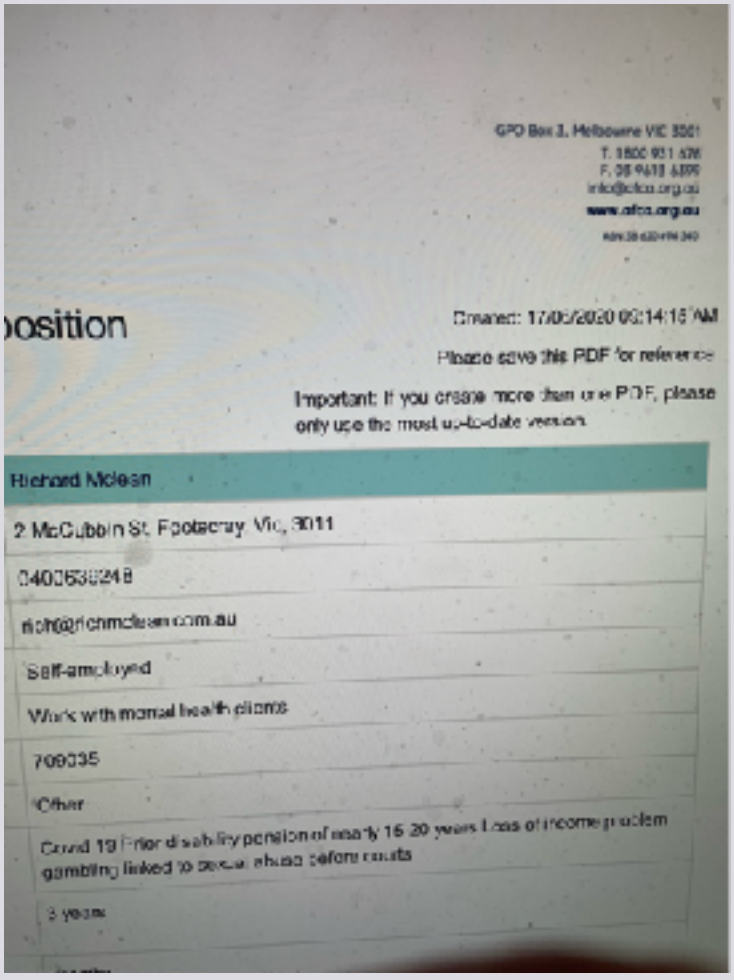
Should you wish to discuss this, please contact me on (02) 8667 3830. With regards

Deegan Kennedy

Claims Assessor



Hang on on 17/06/2020 AFCA knew of my financial difficulty. Surely they would not leave me hanging for over a year and a half



From: Rich McLean <richarddrawsstuff@gmail.com<mailto:richarddrawsstuff@gmail.com>> Sent: Wednesday, 3 November 2021 11:38 AM
To: Info <Info@apra.gov.au<mailto:Info@apra.gov.au>>
Cc: Richard McLean <richarddrawsstuff@gmail.com<mailto:richarddrawsstuff@gmail.com>> Subject: Peter Dunstan does now acknowledge my emails

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.
Dear APRA,

I attempted to make a whistleblower complaint

However it was rejected from Peter Dunstan from AHPRA, despite my evidence below, and he refuses to reply

The ombudsman, and IBAC will deny me as well.

I have been framed

I have been murdered for another conspiracy ending in my death I cannot report.

I am blacklisted from litigation, and I have lost millions of dollars

They will kill me

And you are complicit as a stick in the faggot of oppression that has already resulted in my death

In addition, my income assist is denied, I cannot report crime to the police, my former partner is an asio agent who swore to ruin my life

I cannot access work cover, Paul Fowler from Comcare rejected my valid workers compensation claim - sending it to the AAT

Work safe refused to acknowledge my request for assistance in my appeal to commcare Guess what Paul Fowler was the old head at Comcare - this is systemic corruption.

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I emailed Peter Dunstan - with evidence contrary to the reason he rejected my PID in the I am a puyblkic government employee nd I have attached proof to this email

I have not heard back

---

Please take this to upper management or the director
I have included the email(s) below.
This will now be exposed on my whistleblower public disclosure - should it not be addressed. Thanks
So APRA please acknowledge this email
Thanks
Rich McLean

Dear Dr McLean

Your email was received into our Public Interest Disclosure inbox. Public Interest Disclosures are disclosures by public officials of disclosable conduct (suspected wrongdoing) by/within a Commonwealth Government agency. Your email and past correspondence does not indicate that you are a current or former public official. Accordingly this matter is not being treated as a Public Interest Disclosure by APRA under the Public Interest Disclosure Act 2013.

If you wish to seek independent legal advice, you can obtain this through contacting your local Law Society If you feel you need to talk to someone about support, you could call Lifeline on 13 11 14.
Regards
Peter

PETER DUNSTAN
Senior Manager - Strategy & Risk
D 02 9210 3664 | E
peter.dunstan@apra.gov.au<mailto:peter.dunstan@apra.gov.au<mailto:peter.dunstan@apra.gov.au%3cmailto:peter.dunstan@apra.gov.au>>

AUSTRALIAN PRUDENTIAL REGULATION AUTHORITY
1 Martin Place (Level 12), Sydney, NSW 2000
GPO Box 9836, Sydney, NSW 2001
T 02 9210 3000 | W www.apra.gov.au<http://www.apra.gov.au<http://www.apra.gov.au%3chttp://www.apra.gov.au>>

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From: Rich McLean
Sent: Thursday, 21 October 2021 6:43:32 PM (UTC+10:00) Canberra, Melbourne, Sydney
To: PID
Cc: Richard McLean
Subject: PID whistleblower intentions pleas response with methodology and time scale to officially report and how

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Hello
I wish to state and make initial urgent contact that I wish to make a PID statement

It will be quite lengthy as the heinous conscious and systemic movement to maim me in al personal professional and private ways and additionally desecrate my person victimising and vilifying me has its roots only clear now in hindsight.

_____ ___ _____ _____ ___ ___ _____ ___

hindsight.
I have been murdered via conspiracy to kill, and found with no pulse as a 'fatal' injury as per the FOI

Every agency and statuatory authority bank ombudsman and MPs down to my coffee guy has been informed and I have been gaslighted blacklisted and maimed framed and desecrated in every conceivable way.

Its lucky I can dig nihilism and it gives me great strength that man made law cannot take my soul, and that I would bravely commit suicide in protest for a political cause and one that proved not one person has my back - true to this day.

I am innocent and a public figure and I intend to either gain whistleblower stats so my needs are met.

Otherwise as history shows and post my murder-suicide I will be further m,aimed in a movement that is silent and endemic.

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I wish to state that my former partner was an asio agent and I know information contradictory to ethics. I have done a doctorate and ir means 'do no harm'

I act today with intention to blow the whistle on a matter of vilification identification prejudice stigma and desecration in the victimisation of one single person that is so endemic and systemic that it simply cannot be ignored.

In my death, they will blame readily exploitable structures in society with things I have been branded and labelled with

I have a dire mental illness and permanent injuries from my fatal attempt in which I was reluctantly revived.

I have faith in black humour and the paced but stressful and utterly maddening response to the gaslighting and blkacklisting that have seen me robbed of about 2000000

I have not got a cent
I have my sentience and a pet dog and a corrupt computer and under investigation

They will frame me kikill me or kick the proverbial can down the road aiding and abetting my death in a scapegoating manner in which they consciously or unconsciously pun their neurosis and sins on to send me out into the wilderness to die

That pattern can happen in families and in societies

Historically all the peace seekers healers prophets and avant guard revolutionaries were killed

I was niow a co=ver up is so certain and I be so successfully framed I cant convince one person to report my death

So I exist alone with god with the faith my resilience will carve me a peaceful life with enough to eat enjoying the breeze and my pet companion.

Please acknowledge this email Thasmks
DFrv Rich Mclean

_____
_____
IMPORTANT NOTICE:

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_____
_____
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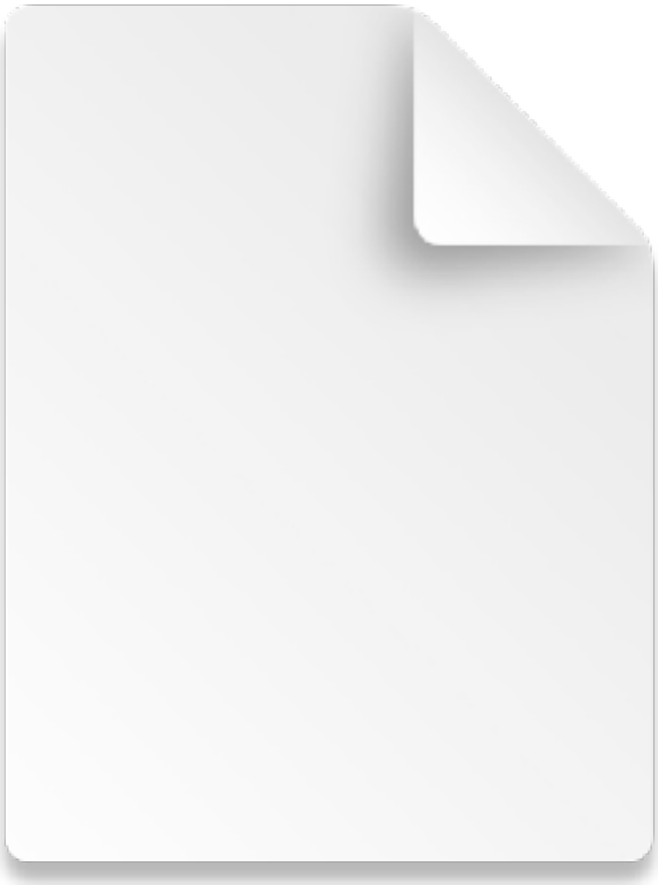
All of which - was responsible for my death - I will also add your name to IBACS investigation currently underway.

Am I eligible to make a PID?<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information- for-disclosers#Am>
Current and former public officials are eligible to make public interest disclosures (PID).
This includes:

- * public servants and parliamentary service officers

- * service providers under a Commonwealth contract
- * Australian Defence Force members
- * Australian Federal Police appointees
- * statutory office holders
- * staff of Commonwealth companies
- * members of the intelligence community
- * individuals taken to be public officials.

Here is my NDIA/NDIS contract unequivocally proving I am a former and current public official and a service provider under a commonwealth contract
winmail.dat
Dear Dr McLean
Please see attached correspondence. Regards
APRA Info
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So APRA please acknowledge this email
Thanks
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Regards
Peter

PETER DUNSTAN
Senior Manager - Strategy & Risk
D 02 9210 3664 | E
peter.dunstan@apra.gov.au<mailto:peter.dunstan@apra.gov.au>

AUSTRALIAN PRUDENTIAL REGULATION AUTHORITY
1 Martin Place (Level 12), Sydney, NSW 2000
GPO Box 9836, Sydney, NSW 2001
T 02 9210 3000 | W www.apra.gov.au<http://www.apra.gov.au>

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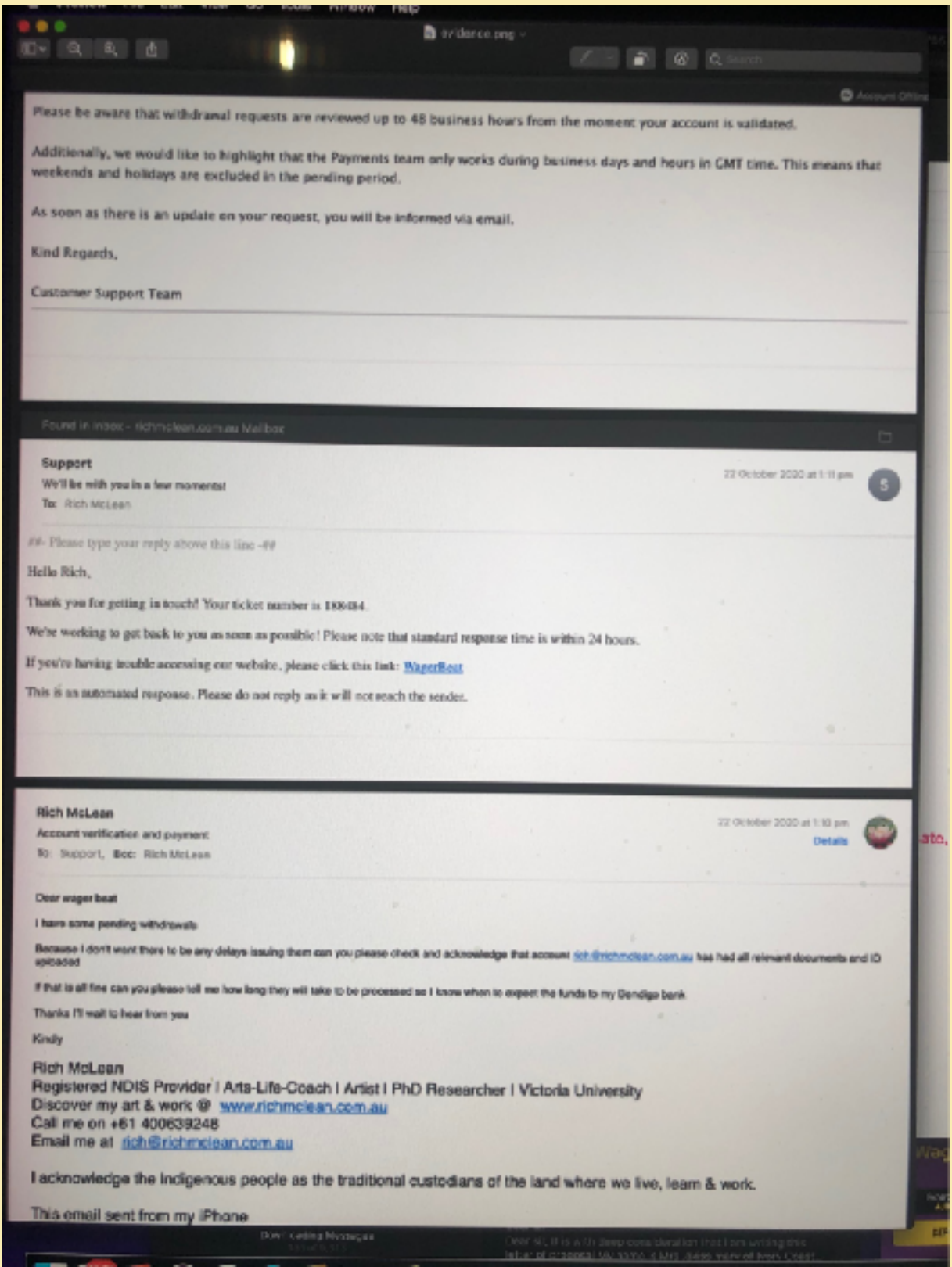
- * public servants and parliamentary service officers
- * service providers under a Commonwealth contract
- * Australian Defence Force members
- * Australian Federal Police appointees
- * statutory office holders
- * staff of Commonwealth companies
- * members of the intelligence community
- * individuals taken to be public officials.
  Here is my NDIA/NDIS contract unequivocally proving I am a former and current public official and a service provider under a commonwealth contract
  winmail.dat




certificate.of.reg istratio....au.pdf

certificate.of.reg istratio....au.pdf

Wager beat is an illegal casino that takes money from your account. Bendigo bank are a corrupt bank who allows this to happen without compensating you anything whatsoever.





**From: Rich McLean** richarddrawsstuff@gmail.com
**Subject:** Hi agin its richie rich the failed post death whistleblower please be kind

**Date:** 14 December 2021 at 7:56 pm **To:** OnlinePrivacyBill@ag.gov.au

**Cc:** Rich McLean richarddrawsstuff@gmail.com

Dear AG
After I was basically set up to fail year after year elongating the arena and amplifying the space I may kill myself in
And I was given zero support from hospital
And if I had cancer and was refused chemo that would be a crime
But me with a mental illness and now impaired brain function isn't
And that the HCC and MHCC rejected that the illegal contraband I used to kill myself
Was not a problem
And Ben Caleder the ombudsman backed that
And the CEO of the hospital was so thrill he had immunity from prosecution
Because you know ive been framed
And I have a PhD so I should be cut down as some smart aleck
And be framed an extortionist a rapist a dog rooter and a pedi
And there are literally hit men at the door today
And I dont have a cebnt
And im on the Ndis but they won't pay
And im seen as trouble but its designed that way
And AFCA hold over 1 million in determinations
And HCF have blacklisted me and banned me from accessing my income assist
And the Geelong Magistrate cooked my own child sexual abiuse case
Because you know Im mad an an extortionist (and I was not gifted 100K at that time and never gave it back)
And the fact im a nationally celebrated author

And that my former partner Steve Stefan stefen Iasonidis 11/12/1973 was an asio agent
And he financially coerced me and used me as a sex slave and company for his narcissistic will
And that whilst he earns 2-400k a year feathering his own nest, I was on $400 a week and expected to work whilst also studying And that it was illegal because I was on a DSP for some reason
And that I declared the DSP
And that he invested 1.3 million of tax payers funds made from the sale of coke
From a house he bought from proceeds of crime invested the money in an offshore tax haven
And got caught and had a 200k fine - so he could not support me - so he says and I did not understand
That I was advance played many movies in advance
That he may send his proxy out to kill me and maim me
And its worked
My health is getting ok-ish to bad/maimed from an aquired brain injury no one cares about
And my family abandoned me
And my friends have been picked oofff

---

And I cant report anything to police

Then IBAV and the VI reject me and so does the stste and national ombudsman and AFSA and ASIC for a valid whistleblower complaint

You know because ive been conspired to be systemically oppressed so so much I decided death was honourable And the attempt was ‘a fatal injury’ and ‘Lethal attempt’ says the hospital

And this could have all been avoided if Steve Iasonidis did not put a hit man on me and scare me so much that I dare not go after the half a million in super that he hold onto which is mine

And im framed from getting any lawyer

And the methodology is to keep me broke (at least im humble hahaha)

And that there are BAAAD mojo crimes I know he was present at

...and that I recorded him admitting the fraud because I was actually scared for my life he was such a psycho

And I can play you that

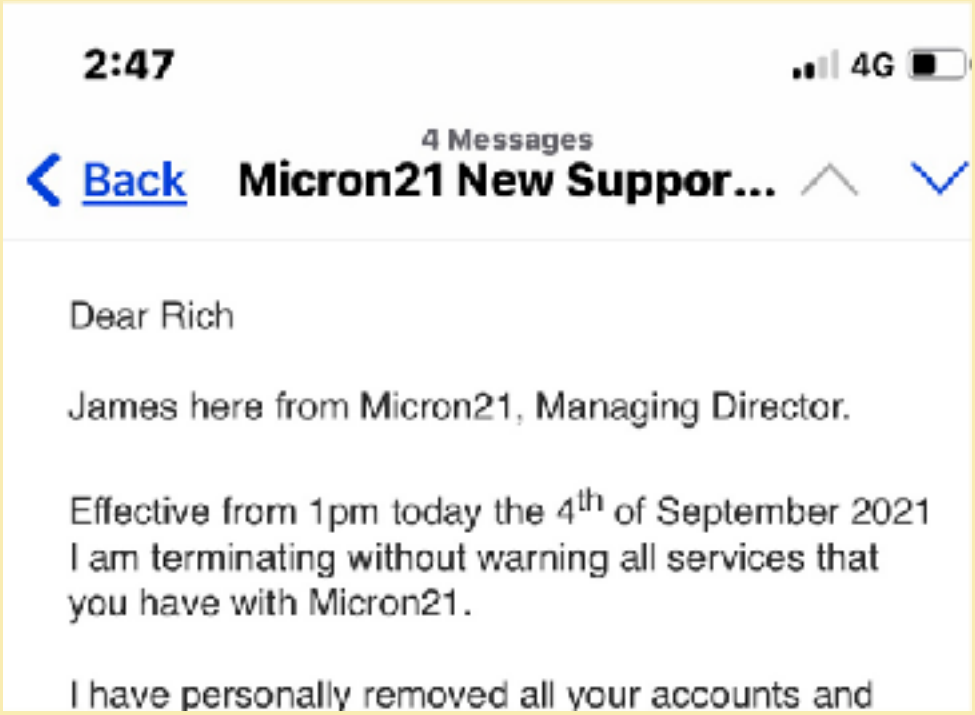
And I record things because I forget and reality check im not crazy

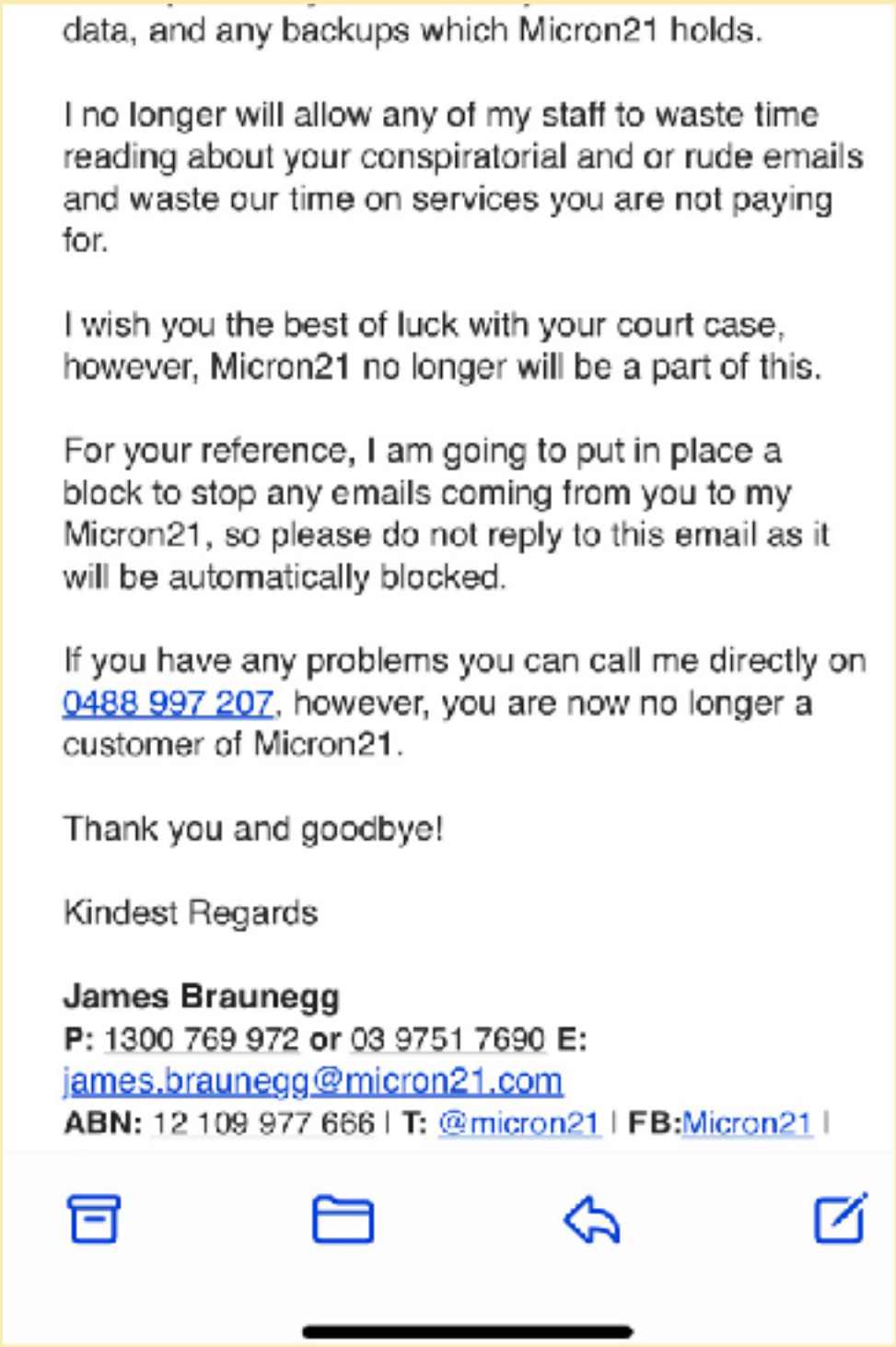
Because people have framed me as such

And that I had a public profile for 20+ years even speaking in parliament to Dubbo to Montreal to a human rights award a book of the year you know celebrated author

And you know that I did make a complaint about a GP but AHPRA Australian medical review board and NHPOPC and the cops and the AHRC and equal opportunity any any litigation did not work so I fought on and unless im a masochist who loves to suffer - went through dying a couple times

And I have evidence that all this occured
But you knew I was getting close
So Micron21 a company who hosts my website sends this:




data, and any backups which Micron21 holds.

I no longer will allow any of my staff to waste time reading about your conspiratorial and or rude emails and waste our time on services you are not paying for.

I wish you the best of luck with your court case, however, Micron21 no longer will be a part of this.

For your reference, I am going to put in place a block to stop any emails coming from you to my Micron21, so please do not reply to this email as it will be automatically blocked.

If you have any problems you can call me directly on 0488 997 207, however, you are now no longer a customer of Micron21.

Thank you and goodbye!

Kindest Regards

**James Braunegg**
**P:** 1300 769 972 **or** 03 9751 7690 **E:** james.braunegg@micron21.com
**ABN:** 12 109 977 666 | **T:** @micron21 | **FB:**Micron21 |

And they are with the government and they got as talon the shoulder and it ruined my business And the business people didn't care or
The small business and family ombudsman
Or the telecommunications I dusty ombudsman

So you know

I have an AAT meeting tomorrow which is under AG's portfolio and ive been ascribed by heaps of them...

So...

The government want to kill me or condones that I do

And the government tomorrow at 2pm has a lawyer

And that they're going to bomb me to the dark ages

Haha funny cause im a light worker with a hint of cheeky devil

And im not afraid to die

So go ahead and kill me

Because the blood will be on all your hands at the following post humous site

www.killhim.info

Because you robbed me desecrated me denied me and rendered me bereft of finance you took my reputation and led me down a road to set me up and all the evidence is there and you cant deny that

I have a brain injury
And apparently a mentalillness
Greg Hunt didn't care
No one does
That's why as the most celebrated infamous vagrant im not afraid to die (again)
But until you make a truce with me the site will be up
Ive no choice but to oppose the government
My own way
Im not saying I would ever tip 10 litres of LSD into the water supply you know me and follow me plus im ethical about tripping Ethics means 'do no harm'
When you dont react to this message
That hurts me
Because I may be dead
I am NOT suicidal
Anyway
Happy days
Flowers and mung beans
Oh - can you get Micrton21 to give my site and evidence back please?

And reverse everything else too
Cheers thanks a lot
Oh justmone last thing - get me a lawyer to take Steve Iasonidis to town and get my 500k within a week and I won't pursue this

---

Oh justmone last thing - get me a lawyer to take Steve Iasonidis to town and get my 500k within a week and I won't pursue this Oh and need whistleblower status
So you know im not framed
Like you have

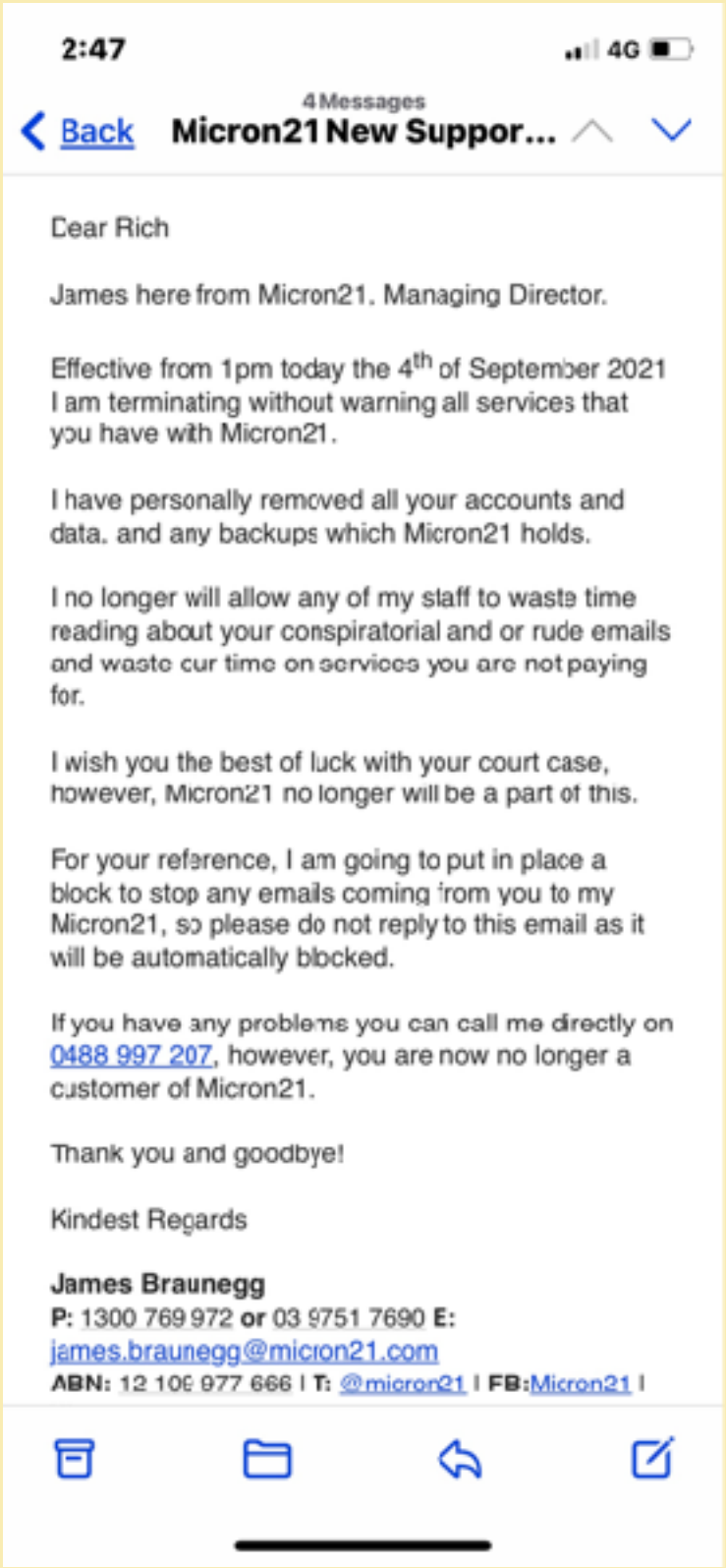
Thanks best wishes Dr Rich Mclean

0400639248
2 McCubbin St Footscray Vic 3011

www.killhim.info

---

Micron21 destroy my business with impunity along with my digital identity. The telecommunications industry ombudsman condone it and so does the SBEFSO. business.gov don't care and ASIC refused to comment.



2:47 4G

4 Messages

Back **Micron21 New Suppor...**

Dear Rich

James here from Micron21. Managing Director.

Effective from 1pm today the 4th of September 2021 I am terminating without warning all services that you have with Micron21.

I have personally removed all your accounts and data. and any backups which Micron21 holds.

I no longer will allow any of my staff to waste time reading about your conspiratorial and or rude emails and waste our time on services you are not paying for.

I wish you the best of luck with your court case, however, Micron21 no longer will be a part of this.

For your reference, I am going to put in place a block to stop any emails coming from you to my Micron21, so please do not reply to this email as it will be automatically blocked.

If you have any problems you can call me directly on 0488 997 207, however, you are now no longer a customer of Micron21.

Thank you and goodbye!

Kindest Regards

**James Braunegg**
**P:** 1300 769 972 **or** 03 9751 7690 **E:** james.braunegg@micron21.com
**ABN:** 12 109 977 666 | **T:** @micron21 | **FB:**Micron21 |

Dr Daniel McCurdy was on point. Sexual abuse and ‘psychosis’ are linked. Who’d have thought?



ESTD 1972
POINT LONSDALE
MEDICAL GROUP

4 NELSON ROAD, PO BOX 26, POINT LONSDALE, VIC 3225
PH: (03) 5258 0898 FAX: 03) 52582900
www.pointlonsdalemedicalgroup.com.au

17/07/2019

To Whom It May Concern,

Re: Richard McLean
24 Rowella Crt
Ocean Grove. 3226
DOB: 6/8/1972
Mobile: 0418 391 532
Medicare: 3329576 1/5

This letter is to confirm that I have counselled Richard McLean since October 2018 and have become familiar with him and his story about his awareness of sexual abuse he detailed within his PhD and across a lifetime of artwork.

It is clear the sexual abuse has had a severe and significant traumatic and destructive impact on Richard's life and health that is separate to any other diagnosis. He has sought medical assistance through the years has taken antidepressant, antipsychotic and anti-anxiety medications to try and manage and suppress the toxic and troubling memories of the trauma.

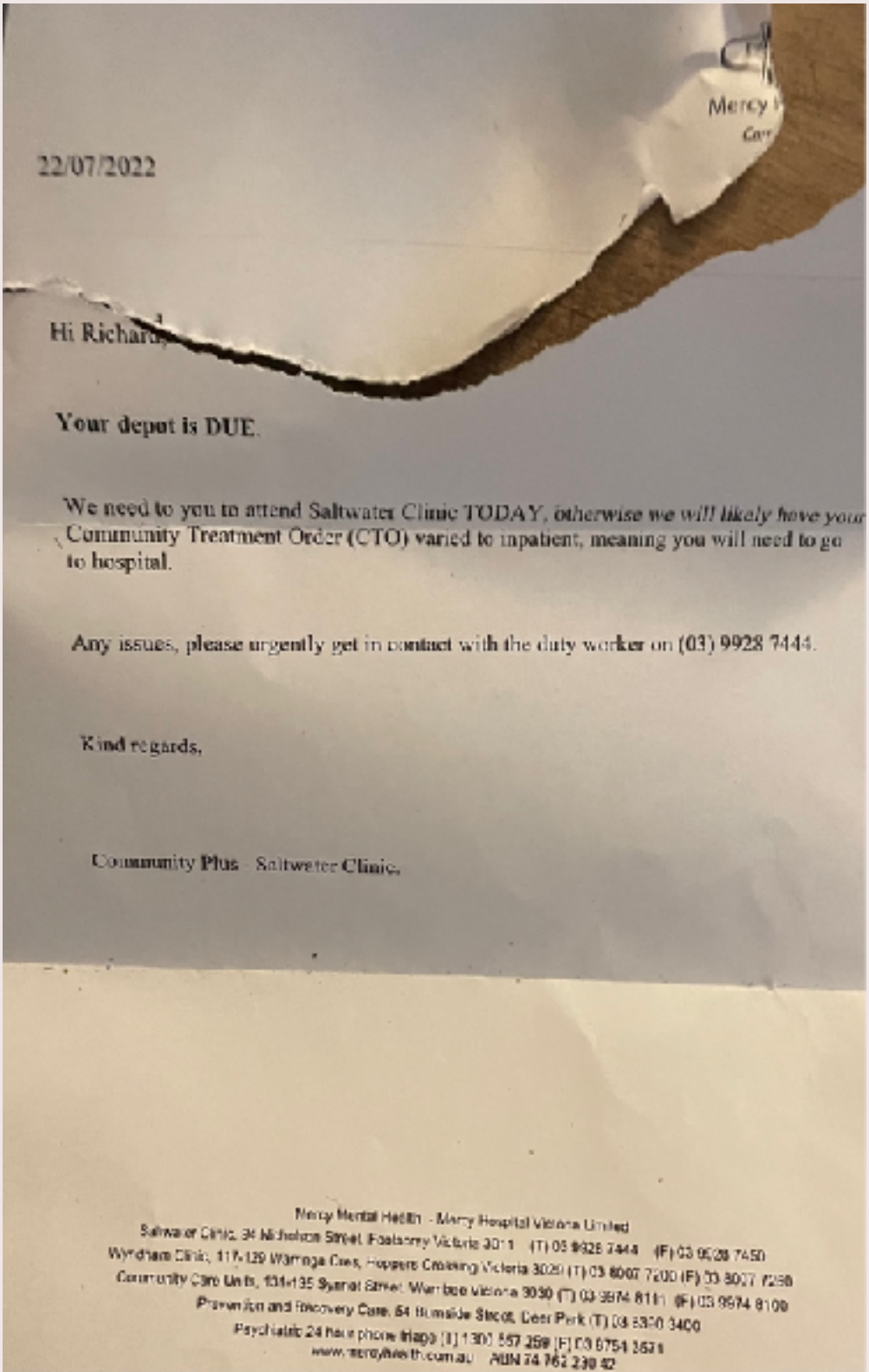
Yours sincerely,

Dr Daniel McCurdy
Prov.No: 2310980C11

Dr Daniel McCurdy
Nelson Road
Point Lonsdale 3225
Ph: 5258 0898
Prov. No. 2310980CM

Dr Declan McCarthy
[illegible]
[illegible]
[illegible]
[illegible]

27/07/2022 I am threatened with hospital by salt water clinic unless I front up for an injection to stop my ‘delusions’. Later salt water clinic would oversee the destruction of my entire home and contents, along with the police - who obviously act to protect individuals and stolen damaged or lost property.



22/07/2022

Hi Richard,

**Your depot is DUE.**

We need to you to attend Saltwater Clinic TODAY, *otherwise we will likely have your* Community Treatment Order (CTO) varied to inpatient, meaning you will need to go to hospital.

Any issues, please urgently get in contact with the duty worker on (03) 9928 7444.

Kind regards,

Community Plus - Saltwater Clinic.

Mercy Mental Health - Mercy Hospital Victoria Limited
Saltwater Clinic, 34 Nicholson Street, Footscray Victoria 3011 (T) 03 9928 7444 (F) 03 9928 7450
Wyndham Clinic, 117-129 Wyndham Park, Hoppers Crossing Victoria 3029 (T) 03 8007 7200 (F) 03 8007 7258
Community Care Units, 131-135 Synnot Street, Werribee Victoria 3030 (T) 03 9974 8111 (F) 03 9974 8109
Prevention and Recovery Care, 84 Burnside Street, Deer Park (T) 03 8390 3400
Psychiatric 24 hour phone triage (T) 1300 557 259 (F) 03 8754 3674
www.mercyhealth.com.au ABN 74 762 239 42

The NDIS have absolutely not supported my economic participation and they have reneged on the cost of reasonable and necessary supports.

**Bilateral Agreement between the Commonwealth of Australia**

**and Victoria on the**

**National Disability Insurance Scheme**

**Part 1 - Objective of this Agreement**

1. Through this Agreement, the Commonwealth of Australia (the Commonwealth) and Victoria commit to improve the outcomes of people with disability by supporting them through the National Disability Insurance Scheme (NDIS; the Scheme), with the shared goal of increasing social and economic participation. The National Disability Insurance Agency (NOIA) and the NDIS Quality and Safeguards Commission (NDIS Commission) are essential partners in the delivery of scheme objectives.

2. Through this Agreement, the Commonwealth and Victoria are committed to the delivery of the NDIS to ensure that it achieves the objectives set out in the *National Disability Insurance Scheme Act 2013* (the NDIS Act).

3. The NDIS will:
   a. provide all eligible Australian residents with independence through access to a scheme based on insurance principles that guarantees lifetime coverage for participants for the costs of reasonable and necessary care and supports, including early intervention supports, to enhance their social and economic participation;
   b. enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports;
   c. provide an individualised approach to supporting people with disability based on a market approach;

d. provide safe and high quality supports to participants through national quality and safeguarding and market oversight arrangements; and

e. guarantee a sustainable funding model for the provision of disability supports to participants into the future.

4. This Agreement outlines the roles and responsibilities of the Commonwealth and Victoria in relation to governance, policy, quality and safeguards, market development and oversight and funding arrangements for the NDIS.

## Part 2 - Parties and Operation of the Agreement

5. The Parties to this Agreement are the Commonwealth and Victoria.

6. This Agreement will commence on 1 July 2019.

7. This Agreement:

a. builds on the experiences of trial and transition in Victoria and nationally;

b. outlines the ways the Commonwealth and Victoria will work together on NDIS governance, funding and related policy matters;

c. supersedes the NDIS Heads of Agreement and the Bilateral Agreement for Transition to the NDIS between the Commonwealth and Victoria;

d. may be amended, according to the process set out in Part 9; and

e. exists until such time as it is revoked or replaced by a decision of the Parties.

8. This Agreement is interoperable with:
   a. the NDIS Act and its associated Rules;
   b. the *DisabilityCare Australia Fund Act 2013* (the DCAF Act);
   c. the National Disability Strategy 2010-2020;
   d. the 'Principles to Determine the Responsibilities of the NDIS and other Service Systems -Applied Principles and Tables of Support (APTOS)' agreed by the Council of Australian Governments (COAG) on 19 April 2013, updated on 27 November 2015;
   e. any National Partnership Agreements between the Commonwealth and Victoria which provides for payment from the DisabilityCare Australia Fund (DCAF);
   f. any relevant Commonwealth legislation; and
   g. any relevant international agreements, which may be ratified from time to time, including the United Nations Convention on the Rights of Persons with Disabilities.

9. This Agreement is also to be considered in conjunction with the following Victorian legislation, and any relevant Victorian legislation:
   a. The Disability Act 2006;
   b. The Guardianship and Administration Act 1986;
   c. The Mental Health Act 2014;
   d. The Charter of Human Rights and Responsibilities Act 2006;
   e. Information Privacy Act 2000;
   f. Health Records Act 2001;
   g. Children and Young Persons Act 2005; and
   h. Education and Training Reform Act 2006.

10. Schedules to this Agreement include, but are not limited to:
   a. financial contributions;
   b. transitional provisions;
   c. continuity of support;
   d. market and workforce roles and responsibilities; and
   e. interface between the NDIS and Victorian services.

## Part 3 - Roles and Responsibilities

### Shared responsibilities

11. In addition to their shared roles and responsibilities outlined in existing frameworks and in Clauses 8 and 9, the Parties agree to:
    a. support and promote the objectives and principles of the NDIS, as set out in the NDIS Act;
    b. work together through the governance structures in the NDIS Act and in this agreement to minimise risks to the delivery of the NDIS and ensure Scheme sustainability;
    c. work collaboratively, consulting with the NDIA and engaging with people with disability, their families and carers, on ongoing refinement of the policy settings of the NDIS, including its interface with other service systems and non-government and community-based supports;
    d. work collaboratively, consulting with the NDIS Commission and engaging with people with disability, their families and carers, on ongoing refinement of the policy settings and operational arrangements relating to
    the NDIS Quality and Safeguarding Framework, including its interface with other safeguarding systems;
    e. consider reports on NDIS implementation, performance and outcomes, as well as impacts on other service systems, to inform their efforts to improve NDIS performance;

f. participate in agreed evaluations and reviews, including by providing relevant information where available;

g. make financial contributions to the NDIS, as set out in Part 8;

h. where required, provide continuity of support for clients of Commonwealth or Victorian specialist disability programs who are found to be ineligible for the NDIS, to assist them to achieve similar outcomes, as set out in Schedule C of this Agreement;

i. ensure the portability of NDIS supports between jurisdictions;

j. identify and report issues to the NDlA or the Ministerial Council or responsible government, as appropriate, in a timely manner to ensure that the NDIS, and the legislation underpinning the Scheme, is operating as intended;

k. coordinate and promote links between the NDIS and other service systems and non-government and community-based supports to create seamless delivery of supports to NDIS participants;

I. support the principles of interoperability with other service systems by sharing information and data to the greatest extent possible to support the effective integration of the Scheme and jointly monitor outcomes, subject to privacy and other confidentiality requirements;

m. support the development of a robust and comprehensive disability services market;

n. support the NDIA's implementation of Information, Linkages and Capacity Building (ILC) by promoting collaboration and partnership with local communities and other service systems to create greater inclusivity and accessibility of people with disability; and

o. provide access to other services provided by the Commonwealth and Victoria to all people with disability residing in Victoria, in accordance with the agreed responsibilities of all governments.

**The NDIS and other service systems**

12. The NDIS operates alongside other service systems in accordance with the APTOS. All governments have agreed that the guiding principles outlined in the APTOS will be used to determine the funding and delivery responsibilities of the NDIS; and that the interactions of the NDIS with other systems will reinforce the obligations of other service delivery systems to improve the lives of people with disability, in line with the National Disability Strategy.

13. The service decisions regarding support for NDIS participants made by the NDIA and other service systems, in line with the principles in the APTOS, should be implemented in a consistent manner. To support this, the NDIA will continue to publish all Operational Guidelines that guide decision making about funding supports for NDIS participants.

14. The APTOS may be amended from time to time. Recognising that changes to the APTOS impact the NDIS and other service systems; any changes to the APTOS will be undertaken through a collaborative and jointly agreed process between the Commonwealth and all states and territories and will be agreed by COAG.

**Part 4 - Governance**

Ministerial Council

15. The NDIS is established by the NDIS Act and as outlined in Part 5 of the NDIS Act the NDIS is overseen by a Ministerial Council. The NDIS Act defines the Ministerial Council as being designated by COAG as having responsibility for the

NDIS, and as being subject to COAG guidance for Ministerial Councils.

16. The Ministerial Council consists of the Commonwealth and all states and territories, and currently comprises Ministers with responsibility for disability and Treasury portfolios.

17. The Ministerial Council is supported by a Senior Officials Working Group (SOWG), chaired by the Commonwealth.

18. Representatives from the NDIA and the NDIS Commission will attend Ministerial Council and SOWG meetings as required.

19. Under the NDIS Act, the Ministerial Council may make recommendations to COAG about NDIS policy matters or issues that arise under the NDIS Act or that respond to a scheduled review of the operation of the NDIS Act. The Ministerial Council provides an annual report lo COAG and other reports as requested.

**Working with the National Disability Insurance Agency**

20. The NOIA is an independent statutory agency, whose role, as set out in the NDIS Act, is to deliver the NDIS and manage the financial sustainability of the NDIS, and to develop the sector, build community awareness and undertake data collection and research relating to disabilities.

21. The Parties may work with the NDIA to consider and resolve bilateral matters relating to the operation of the NDIS. This will be supported by agreed local and state-level governance arrangements which bring together the relevant parties and

the NDIA. Unresolved matters could be escalated to the relevant Ministers or First Ministers,
or where they have multilateral relevance, the Ministerial Council - or relevant officials' bodies.

22. The Parties will establish governance arrangements for oversight of the NDIS in Victoria from 1 July 2019, as outlined in the Tripartite Agreement Governing Operating Protocols for the NDIS between the NDIA, the Victorian Government and the Commonwealth Government.

23. The Parties agree to the establishment of a Victorian Executive Steering Committee (ESC). The Parties agree the Victorian ESC should comprise senior representatives from Commonwealth and Victorian agencies and the NOIA.

24. The Parties agree to the establishment of a Victorian NDIS Community Advisory Council as set out in the Tripartite Agreement Governing Operating Protocols for the NDIS between the NDIA, the Victorian Government and the Commonwealth Government.

25. The Parties agree to review and assess the operation of the Tripartite Agreement Governing Operating Protocols for the NDIS between the NDIA, the Victorian Government and the Commonwealth Government biannually, with the first review to commence no later than June 2021.

26. Under the NDIS Act, the Commonwealth Minister, as chair of the Ministerial Council and with all states' and territories' agreement, can:
    a. give directions, by legislative instrument, to the NDIA about the performance of its functions; and
    b. provide strategic guidance to the NDIA Board.

**Working with the NDIS Quality and Safeguards Commission**

27. The NOIS Commission is an independent statutory agency, whose role, as set out in the NDIS Act, is to provide functions relating to the quality and safety of services provided to people with disability, register and oversee the operation of

NDIS providers and manage and resolve complaints about NDIS providers.

28. The Parties may work with the NDIS Commission to consider and resolve bilateral matters relating to the operation of the NDIS. This may be supported by agreed

governance arrangements which bring together the relevant parties and the NDIS Commission. Unresolved matters could be escalated to the relevant Ministers or First Ministers, or where they have multilateral relevance, the Ministerial Council - or relevant officials' bodies.

**Consultation processes on the NDIS Act and legislative instruments**

29. Where consultation is required in relation to a proposed change to the NDIS Act, or a new or existing instrument made under it, the following process will be followed:
    a. contact at officer level between the Commonwealth and affected jurisdictions;
    b. SOWG consideration of a proposed multilateral change;
    c. if there is an unintended impact on a jurisdiction the Commonwealth should be notified within 14 calendar days of SOWG consideration;
    d. where there is an unintended impact, the Commonwealth will work with that jurisdiction to remove or minimise it;
    e. if the process outlined in (c) or (d) above occurs and it results in redrafting, the Commonwealth will

recirculate the proposed change to SOWG for agreement within five working days;

f. the process outlined in (c), (d) and (e) above may occur more than once;

g. if there is no unintended impact notified under (c) above or, where there is such an impact, when the process in (c) (d) and (e) above has occurred, the Commonwealth Minister or, where delegated, the NDIS Commissioner, will write to jurisdictional Ministers about the proposed change and request a response within 28 calendar days of the letter being sent; and

h. the Commonwealth Minister, or NDIS Commissioner, will not make the proposed change before the 28 calendar days in (g) above has expired.

30. Where a proposed change to the NDIS Act, or an instrument made under it, requires formal agreement of a jurisdiction, a majority of jurisdictions, or all jurisdictions:

    a. the processes outlined in 29(a) to (h) will be followed; and

    b. if a jurisdiction has not responded within the 28 calendar day period indicated in the Commonwealth Minister's or NDIS Commissioner's letter, the jurisdiction is deemed to have agreed the proposed change; unless

    c. the jurisdiction has notified the Commonwealth in writing within the 28 calendar day period that its formal agreement requires a formal decision, in which case:

        i. the notification by the jurisdiction in writing includes the date by which the decision will be made;

        ii. the notified decision date in (i) above is within 90 calendar days since the date the Commonwealth Minister's or NDIS Commissioner's letter was sent;

        iii. the jurisdiction notifies the Commonwealth of its decision within two working days of this specified date; and

iv. if the Commonwealth has not been notified of the decision, within two working days of the notified date, the jurisdiction will be deemed to have agreed.

**Part 5 - NDIS Quality and Safeguarding**

31. The NDIS Quality and Safeguarding Framework, agreed by COAG, outlines the roles and responsibilities of the Commonwealth and all state and territory governments in relation to ensuring high quality supports and safe environments for NDIS participants.

**Guiding Principles**

32. All governments share a common goal of ensuring appropriate quality and safeguarding arrangements are in place for people with disability under the NDIS, in line with the following principles:
    a. protect and prevent participants from experiencing harm arising from poor quality or unsafe supports or services;
    b. avoid regulatory gaps and enable NDIS participants to make seamless transitions across jurisdictional regulatory boundaries;
    c. embed best practice in safeguarding arrangements across agencies;
    d. consult on decisions that might reasonably be expected to impact other parties; and

e. implement information sharing arrangements to ensure the success of quality and safeguarding arrangements.

**Roles and Responsibilities**

33. The Commonwealth is giving effect to its key obligations under the NDIS Quality and Safeguarding Framework through the establishment of the NDIS Commission.

34. The Commonwealth, through the NDIS Commission, will be responsible for:

a. registration and regulation of NDIS providers, including practice standards;
b. compliance monitoring, investigation and enforcement action;
c. responding to complaints and reportable incidents, including abuse or neglect of a person with disability;
d. national policy settings for the screening of workers;
e. national oversight in relation to behaviour support and monitoring the use of restrictive practices within the NDIS with the aim of reducing and eliminating such practices, and assisting all state and territories to *move* towards greater consistency around authorisation and consent arrangements;
f. monitoring and overseeing the NDIS market; and
g. facilitating information sharing arrangements between the NDIS Commission, the NOIA and all slates and territories and other Commonwealth regulatory bodies.

35. The NDIS Commission will also regulate supports and services provided outside the NDIS in certain circumstances, where a program or provider is prescribed by the NDIS rules, including the Commonwealth Continuity of Support Program for people with disability aged 65 and over (and Aboriginal and Torres Strait Islander people aged 50 and over).

36. The Parties agree that other existing Commonwealth and Victorian quality and safeguarding arrangements will continue:
    a. for services for people with a disability delivered through service systems outside the NDIS;
    b. for matters which fall outside the jurisdiction of the NDIS Commission;
    c. to cover all existing clients that have not transitioned to the NDIS; and
    d. to cover all in-kind supports, which do not fall under the remit of the NDIS Commission because they are not funded under the NDIS Act.

37. The Parties agree that universal complaints and redress mechanisms, including police, fair trading bodies, professional and industry bodies, consumer protection laws, tenancy protection laws and other regulatory and complaints systems, will continue to be available to both NDIS participants and people with disability outside the NDIS.

38. Consistent with the NDIS Quality and Safeguarding Framework, Victoria is responsible for policy and any related legislation, the authorisation arrangements for restrictive practices in Victoria and the operational aspects of worker screening, including the operation of state-based worker screening units.

39. The roles and responsibilities of the Commonwealth and Victoria in relation to worker screening will be outlined in the Intergovernmental Agreement on Worker Screening.

**Transitional Arrangements**

40. Transitional arrangements for Quality and Safeguarding are outlined in Schedule B of this Agreement.

**Part 6 - NDIS Market and Workforce Development**

**Guiding Principles**

41. The Parties are committed to an NDIS delivered through an open market where:
    a. people with disability exercise choice and control to access reasonable and necessary supports;
    b. diverse and sustainable providers offer a full range of quality supports wherever people live;
    c. workers with appropriate skills deliver quality supports using a person centred approach;
    d. prices are monitored to support value for money for participants and Scheme sustainability, and decisions about price controls or deregulation are informed by evidence about the functioning of the market;
    e. the sharing of high-quality and timely market intelligence is promoted by all agencies to the greatest extent possible;
    f. governments adhere to principles of competitive neutrality when offering or providing supports to people with disability; and
    g. the market is monitored and regulated, and receives support and intervention as necessary to ensure it delivers in the interests of participants.

42. The Parties acknowledge:

a. that reform of the disability support market and workforce is ongoing; and
b. the role of consumers, providers and workers in building a mature NDIS market.

43. The Parties agree to:
    a. continue to support NDIS market reform through their respective education, training and regulatory systems;
    b. forge connections to other relevant sectors (for example, health and aged care); and
    c. support innovation in the disability support market, either directly or by not impeding innovation in the market.

**Roles and Responsibilities**

44. In the context of the Roles and Responsibilities for developing the NDIS Market and Workforce agreed by the Ministerial Council, Victoria agrees to be responsible for:
    a. working with the Commonwealth to support the implementation of market intervention and maintaining critical supports;
    b. facilitating the sharing of relevant market intelligence from state-based agencies to inform effective market oversight of the disability support sector; and
    c. working with the Commonwealth to develop an NDIS workforce with appropriate skills and capabilities to deliver safe and quality supports and meet expected workforce growth requirements.

45. In the context of the Roles and Responsibilities for developing the NDIS Market and Workforce agreed by the Ministerial Council, the Commonwealth agrees to be responsible for:
    a. engaging in good faith to develop, consider and implement market policies, strategies and actions to mitigate entrenched or systemic market risks;
    b. implementing market monitoring and regulation to protect participant interests and support market sustainability, competition, and viability;

c. monitoring the impact of pricing policies on the disability support sector and advising Victoria on risks and opportunities for price deregulation; and

d. working with Victoria, and other states and territories to develop a NDIS workforce with appropriate skills and capabilities to deliver safe and quality supports and meet expected workforce growth requirements.

46. The Parties agree to share responsibility for consulting with stakeholders and partners to inform advice to governments about entrenched or systemic market risks (including in particular sub-markets or geographies), their severity and likely impacts.

47. The Parties agree to work collaboratively with all jurisdictions, the NDIS Commission and the NDIA to consider approaches to improve the effective operation of the market for NDIS services, including consideration of pricing practices for improved transparency on price settings, pricing principles for market and workforce development, and pricing governance (including exploration of options for independent pricing and pathways to deregulation), market confidence, capacity building and depth, flexibility of the market to innovate and meet participants' needs, and consumer choice and regulation for quality and safety.

**Part 7 - NDIS Performance Reporting**

48. Under the NDIS Act, the NDIA will provide the following levels of reporting about NDIS performance.

**Annual Report**

49. An annual report, which summarises the performance and operations of the NDIA as required by the Public Governance, Performance and Accountability Act 2013 and the NDIS Act.

50. The annual report may also present the actions, initiatives and key performance indicators on the implementation and management of the NDIS against targets set out in the Commonwealth's Portfolio Budget Statements and the NDIA's Corporate Plan.

**Quarterly NOIA Performance Reporting**

51. The NDIA Board will report quarterly to the Ministerial Council on aspects of operational performance that contribute to the achievement of outcomes for the NDIS.

52. This information will be provided at the national level, and also disaggregated to the level of individual jurisdictions, and include information that relates to either or both of the following in the period to which the report relates:
    a. participants in each jurisdiction; and
    b. funding or provision of supports by the NDIA in relation to each jurisdiction.

53. Reporting at this level is designed to provide jurisdictions with the information they require to meet their own individual accountability requirements, especially in the budget-reporting context, and to enable Victoria to monitor the impact of the NDIS on its population and service system.

**NDIS Performance Reporting Framework**

54. The Parties agree to work collaboratively through COAG, the Ministerial Council and with the ND/A to establish and develop over time a robust Performance Reporting Framework to comprehensively monitor the performance and governance of the NDIS against its goals, as stated in the NDIS Act.

55. The Parties agree that the NDIS Performance Reporting Framework (including any reporting obligations) will be included as a Schedule to this Agreement once the NDIS Performance Framework has been endorsed by SOWG and the Ministerial Council.

**NDIS Activity in Jurisdictions**

56. The ND/A must also give a Commonwealth, State or Territory Minister who is a member of the Ministerial Council additional information when requested by that Minister about:
    a. expenditure, relating to a particular host jurisdiction, of money received by the ND/A from the Commonwealth or that host jurisdiction; or
    b. activities of the ND/A relating to that jurisdiction.

## Part 8 - Funding Arrangements

57. The NDIS Act provides for the payment of NDIS financial contributions by the Commonwealth and the states and territories. This Agreement sets out the detail of agreed funding arrangements and payments to be made to the ND/A.

58. The Parties agree to contribute to the NDIS in accordance with Schedule A of this Agreement.

59. The Parties agree that contributions made to the ND/A from the Commonwealth and Victoria towards participant supports in Victoria that are not expended in a financial year will remain with the NOIA for participant supports, general supports, ND/A working capital and/or a NDIS Reserve Fund.

60. The Parties agree to establish a NDIS Reserve Fund, from 1 July 2019. The objectives of the Reserve Fund are to improve participant outcomes and manage scheme sustainability on insurance principles by using the Reserve Fund to manage the lifetime risk of participant costs.

61. The Reserve Fund will be built from accumulated cash in the Scheme. No governments are expected to make additional payments to the Reserve Fund. Actuarial and economic analysis will inform advice to governments about the development and optimal *level* of the Reserve Fund. The actuarial and economic analysis will be peer-reviewed.

62. The Ministerial Council will consider the broad policy and design parameters of the Reserve Fund, including the overall purpose and use of the Reserve Fund, the optimal level of reserves and reporting requirements.

    a. If agreement cannot be reached or the confirmation of members' commitment is not given by the Ministerial Council by December 2019, the Parties will consider alternative arrangements for a reserve.

**Transitional Arrangements**

63. The Parties agree that Victoria's contribution to the NDIS may be temporarily adjusted in accordance with Schedule B of this Agreement.

**Part 9 - Reviews and variations**

Review of the operation of the Agreement

64. The Parties agree to commission a review no later than the end of 2023 that will assess the operation of this Agreement.

65. The review of the operation of this Agreement may take into account outcomes of the legislative review of the NDIS Act, to be commissioned by the Ministerial Council in or after 2021.

**Reviews of NDIS Costs**

66. The Parties agree to the Ministerial Council separately commissioning an independent review of NDIS costs in 2023 and 2028 and, thereafter, as commissioned by the Ministerial Council. This will include consideration of the parameters and terms of reference of the review.

67. As members of the Ministerial Council, states and territories will have a role in setting the parameters and terms of reference of the review.

68. The reviews should examine the following issues:
    a. sustainability of the NDIS, including costs and achievement of participant outcomes and the effectiveness of !LC;
    b. cost pressures, including wages pressures;
    c. the NDIA's operational costs;
    d. efficiencies within the Scheme;
    e. whether there has been any service and financial impact, positive or negative, on other service systems; and
    f. the most appropriate levers to manage financial risks and any cost pressures.

69. Each review should also address any additional issues relevant at the time of the review.

70. The Parties commit to consider the outcomes of the reviews in respect of this Agreement.

71. The outcomes of the reviews will also be considered by the Ministerial Council and reported to COAG.

**Variation to the Agreement**

72. In the event the Commonwealth offers terms that are more favourable in subsequent bilateral agreements with other jurisdictions, these will also be made available to Victoria, if Victoria makes such a request and the request relates to substantial financial and governance arrangements and/or policy settings. The Parties agree to negotiate appropriate amendments to this Agreement to give effect to any changes, including from when any changes come into effect, recognising that if subclause (b) was invoked all relevant plans would need to be reviewed and cash supports removed where participants agreed to use the in-kind supports. The Parties agree that this provision excludes:
    a. the quantum of the Victorian contribution, including the provision of cash and in-kind contribution and escalation rate; and
    b. Victoria's in-kind funding cap and the values and phase-out deadlines agreed for the in-kind funded supports listed in Schedule B, except that if the Commonwealth agrees with another jurisdiction that ii can receive time-limited in-kind recognition for its Taxi User Subsidy Scheme, (the Multi-Purpose Taxi Program in Victoria), this will also be offered to Victoria.

73. This Agreement and Schedule A to this Agreement may only be amended with the agreement of relevant First Ministers. This will include an amendment to

Schedule A following reallocation of Victoria's contributions in 2023 and every five years thereafter.

74. Schedules B, C, D and E to this Agreement may be amended or revoked, and new Schedules added, with the agreement of the Commonwealth Minister and the Victorian First Minister or, where delegated, the relevant Victorian Minister.

**Part 10 - Process for Resolution of Disputes under this Agreement**

75. Any Party may give notice to other Parties of a dispute under this Agreement.

76. Officials of relevant Parties will attempt to resolve any dispute bilaterally in the first instance, then if not resolved, escalate through the relevant Ministers and First Ministers.

77. If the dispute relates to a common multilateral provision of the Agreement, and Victoria and the Commonwealth agree, it could also be escalated through relevant multilateral officials groups, and if necessary, the Ministerial Council and COAG.

The Parties have confirmed their commitment to this agreement as follows:



Signcd,J, i1r *r111d Oil beltnlf of the Co11111101zwealtl1 of J\ ustmlia by*

t ll 0/1

The 'Honourable Scott Morrison MP
Prime Mini ster of the Commonwealth of Australia

2019

Sih111ed *for mid on beltalf of lire Stnle of Viclorin by*

**Schedule A. Financial Contributions**

**Victoria financial contributions**

1. Victoria will contribute $2,586 million in 2019-20.

2. The $2,586 million includes a $65 million Budget Neutral Adjustment as a result of changes to Commonwealth and State roles and responsibilities under Schedule F of the 2011 National Health Reform Agreement. The Budget Neutral Adjustment will be escalated at 3.5 per cent per annum.

3. The remaining contribution of $2,522 million in 2019-20 will be escalated by
4.0 per cent per annum to account for inflation and population changes.

a. The escalation rate may be reassessed by the Parties following each independent review of NDIS costs.

b. Table 1 outlines Victoria's financial contribution each year from 2019-20 to 2022-23:

**TABLE 1: VICTORIA CONTRIBUTIONS (MILLIONS)**

| | 2019-2 | 2020-2 | 2021-2 | 2022-2 |
|---|---|---|---|---|
| **Total** | **$2,586.35** | **$2,689.48** | **$2,796.72** | **$2,908.25** |

4. Victoria's contribution will contribute to participant supports, including:
   a. individualised support packages for scheme participants; and
   b. Information, Linkages and Capacity Building (ILC) and other general supports as described by section 13(2) of the NDIS Act.

5. Victoria's cash contributions will be made in advance, within the first two working days of each quarter, following receipt of an invoice from the NDIA.

6. Victoria's cash contributions will be adjusted to take into account end of transition arrangements and in-kind funding contributions, as outlined in Schedule B.

**Commonwealth contributions**

7. The Commonwealth will continue to project the future cost of the NDIS, informed by each independent review of NDIS costs.

   a. The Commonwealth will continue to project costs informed by Productivity Commission estimates until the next independent review of NDIS costs in 2023;

b. The Commonwealth will continue to project NDIA administration, ILC and participant supports costs on a national basis.

8. The Commonwealth will be responsible for the balance of all NDIS costs, taking into account the financial contributions from Victoria, and will fully provision for all Commonwealth financial contributions.

9. The Commonwealth confirms its contribution will be consistent with the Heads of Agreement signed between Victoria and the Commonwealth on 4 May 2013.The actual amount spent in each jurisdiction will depend on the number of participants and the cost of the NDIS in that jurisdiction. To give effect to this:
    a. the Commonwealth commits to using an average package cost of no less than $43,324 per participant in Victoria as the basis of the Commonwealth contribution in Victoria until the next independent review of NDIS costs. The average package cost will be indexed by the Commonwealth's floating escalation rate until the next independent review of NDIS costs;
    b. The Commonwealth's contribution will be adjusted according to participant numbers and costs;
    c. The Commonwealth's contribution will not be comprised of nor adjusted due to accumulated cash in the NDIA arising from the implementation of the Bilateral Agreement between the Commonwealth and Victoria for Transition to a NDIS;
    d. After taking into account the financial contributions from Victoria, the Commonwealth will be fully responsible for ensuring the NDIA has

adequate funding to meet all participant costs and cash flow requirements.

10. The Commonwealth will contribute to other general supports as described in the NDIS Act, including ILC investments for the benefit of all Victorians with disability.

11. The Commonwealth's cash contributions will be made in advance, within the first two working days of each quarter, following receipt of an invoice from the NDIA.

12. In addition, under the NDIS Act, the NDIA must respond to a request by a host jurisdiction Ministers for information about:
    a. expenditure of money received by the NDIA from that jurisdiction; or
    b. expenditure, relating to that jurisdiction, of money received by the NDIA from the Commonwealth; or
    c. activities of the NDIA relating to that jurisdiction.

13. The Commonwealth agrees to provide regular reports on actual NDIS expenditure in Victoria, noting this is currently reported in NDIA annual reports.

**Reallocation of Victoria's contributions**

14. A net neutral reallocation of all state and territory contributions will occur from 1 July 2023 and every five years thereafter, in line with each state's and territory's share of the total national population as per the most recent Census data at the time. This Schedule will be amended in 2023 and *every five* years thereafter to reflect the reallocation.

15. State population shares will be taken from the Australian Bureau of Statistics measure *3101.0 - Australian Demographic Statistics.*

16. State population shares will be taken from the December data from the year that each Census was undertaken (i.e. the first data used will be December 2021 Census data).

17. When a reallocation occurs, the total quantum of baseline state and territory financial contributions to the NDIS in a financial year will be considered as a single figure. This figure will then be divided based upon the updated share of national population residing in each state and territory.

18. This reallocation will result in increased contributions from states and territories whose share of the national population has grown, and reduced contributions from states and territories whose share of the national population has fallen, at the time of reallocation.

**The National Injury Insurance Scheme (NIIS)**

19. The minimum benchmarks are outlined in the COAG Decision Regulation Impact Statements - Standing Council on Federal Financial Relations for motor vehicle or workplace accidents. Victoria is considered to meet the minimum benchmarks as at 1 March 2019.

20. Victoria will make additional contributions to the NDIS if Victoria's motor vehicle or workplace insurance schemes are below nationally agreed minimum benchmarks, or any revised minimum benchmarks subsequently amended by the Standing Council on Federal Financial Relations. The Commonwealth will agree with states and territories a process to verify that minimum benchmarks continue to be met.

21. The amount of any additional contributions from Victoria under Clause 20 in this Schedule will be the cost of the NDIS plan, and agreed administration costs, provided to a person in the NDIS.

22. Victoria and the Commonwealth will continue to assess the feasibility of a NIIS for catastrophic general accidents in good faith, through the Standing Council on Federal Financial Relations.

23. The Commonwealth and Victoria may continue negotiations, through the Standing Council on Federal Financial Relations, on coverage for no fault catastrophic medical treatment accidents, following a decision by COAG in 2017 to not proceed with the medical injury stream of the NIIS at this time.

**Schedule B. Transitional Provisions**

**End of transition arrangements**

1. Remaining transition funding mechanism payments will be in addition to Victoria's NDIS contributions made under this Agreement. The arrears nature of the transition funding mechanism means that payment(s) for the final period of transition from Victoria will be made during the first year of the full Scheme funding arrangements.

2. If the transition of existing Victoria disability clients into the NDIS is not complete by 30 June 2019, the Parties agree to apply a temporary discount to Victoria's financial contribution, for nine months until 31 March 2020.

3. The discount will include:
   a. $6.869 million per month for the reasonable fixed costs associated with continuing to support existing Victorian disability clients, applied in arrears on a monthly basis until the month following the final plan approval for the remaining existing clients; and
   b. a per person amount for service delivery costs associated with the client cohorts in Table 2, applied **in** arrears following plan approval, for all existing active Victorian disability clients for whom:
      i. a final access decision has not yet been made but who ultimately go on to meet access requirements; or
      ii. an eligible access decision has been made and they do not yet have an approved plan.

4. The adjustment per person for service delivery costs will be equal to one-twelfth of costs identified in Table 2, multiplied by the number of months from 30 June 2019 until the mid-point of the month of plan approval, up to the agreed temporary discount period. The NOIA will calculate the amount on a per person basis in the month following plan approval and apply the adjustment to the next invoice.

**TABLE 2: ANNUAL PER PERSON AMOUNT FOR SERVICE DELIVERY COSTS**

| Client Cohort | Cost |
|---|---|
| Hiqh cost clients | $189,788 |
| Medium cost clients | $42 160 |
| Low cost clients | $15,429 |

5. If the number of existing Victorian clients that have NDIS eligibility confirmed but do not have an approved plan is greater than 750 at 31 March 2020, the Parties agree to apply

a temporary discount to Victoria's financial contribution for an additional three months until 30 June 2020.

6. If applied, this temporary discount will be consistent with arrangements set out in Clauses 3a, 3b and 4 of Schedule B.

7. A decision will be made about Schedule B Clause 5 in January 2020. The number of Victorian clients that will not transition to the NDIS by 31 March 2020 will be estimated in January 2020 informed by a full assessment by the Parties and the NOIA.

8. If the number of existing Victorian clients that have NDIS eligibility confirmed but do not have an approved plan is greater than 750 at 30 June 2020, the Parties agree to negotiate a further temporary discount to Victoria's financial contribution, based on the arrangements set out in clauses 3b and 4 of Schedule B (the fixed costs in clause 3a would not apply).

9. A decision will be made about Schedule B Clause 8 in April 2020. The number of Victorian clients that will not transition to the NDIS by 30 June 2020 will be estimated in April 2020 informed by a full assessment by the Parties and the NDIA.

10. Victoria will develop a list of the existing disability clients yet to transition as at
30 June 2019 based on data received from the NDIA for that period. Each existing disability client will be allocated to a

client cohort in Table 2 to be used for the purposes of calculating the per person amount for service delivery.

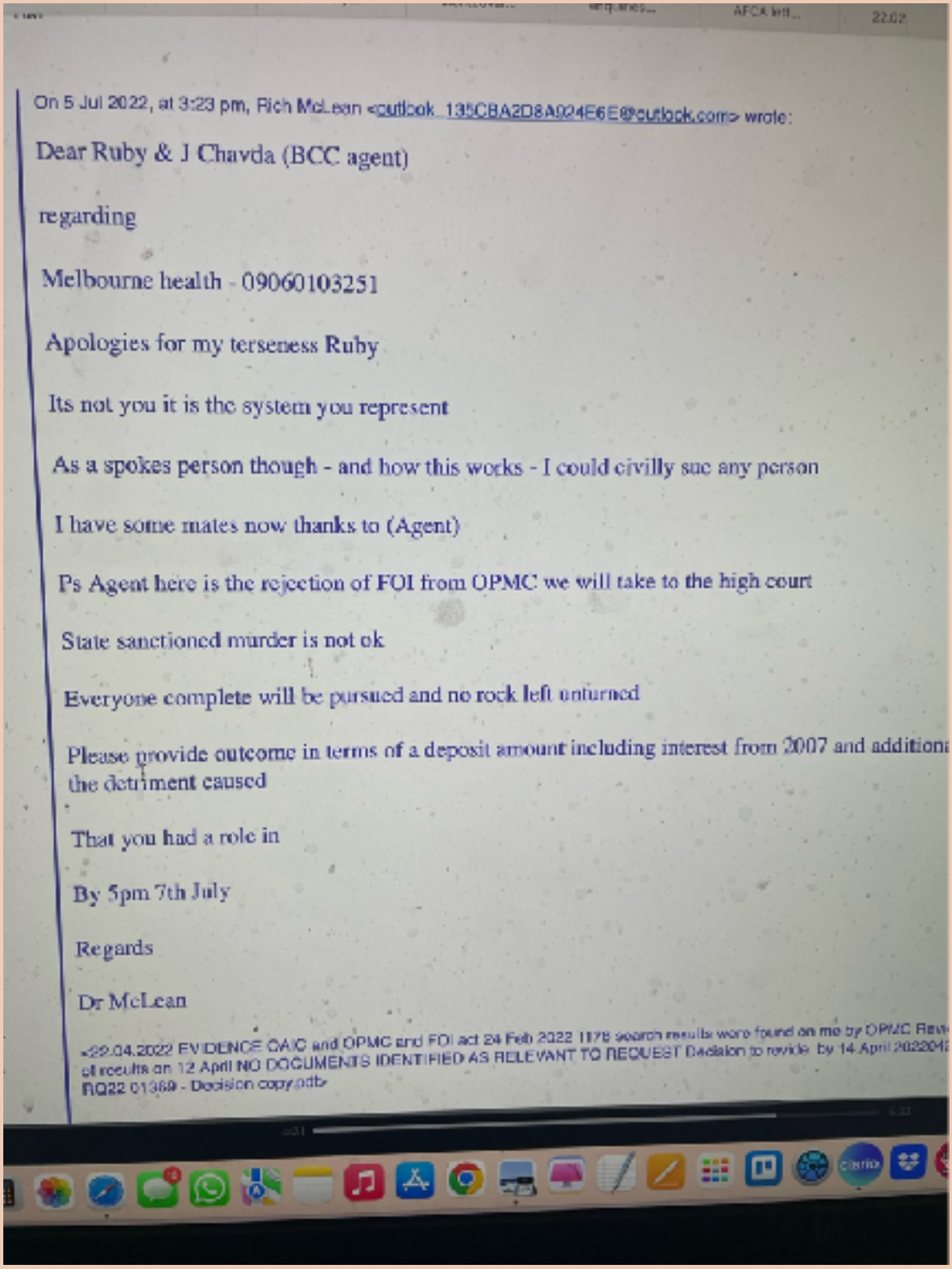
11. This list will be sent to the NDIA for agreement and a de-identified version to the Department of Social Services for information by 31 July 2019. The list cannot be revised after 31 July 2019.

12. Any discount will be applied in arrears on a future invoice, based on the end-month client status report submitted to Victoria by the NOIA.

**In-kind funding contributions**

13. The Parties agree to phase out in-kind funding contributions. Exceptional circumstances have been agreed between the Parties to apply an in-kind funding offset for the defined supports identified in Table 3. These in-kind supports have been assessed on the basis they:
    a. do not contravene section 17A of the NDIS Act in relation to participant's exercising choice and control;
    b. do not constrain the development of a NDIS support market;
    c. adhere to principles of competitive neutrality;
    d. allow the in-kind supports and amounts to be included in participant plans; and

will be calculated using the NDIA price for sup



On 5 Jul 2022, at 3:23 pm, Rich McLean <outlook_135CBA2D8A924E6E@outlook.com> wrote:

Dear Ruby & J Chavda (BCC agent)

regarding

Melbourne health - 09060103251

Apologies for my terseness Ruby

Its not you it is the system you represent

As a spokes person though - and how this works - I could civilly sue any person

I have some mates now thanks to (Agent)

Ps Agent here is the rejection of FOI from OPMC we will take to the high court

State sanctioned murder is not ok

Everyone complete will be pursued and no rock left unturned

Please provide outcome in terms of a deposit amount including interest from 2007 and additiona
the detriment caused

That you had a role in

By 5pm 7th July

Regards

Dr McLean

<29.04.2022 EVIDENCE OAIC and OPMC and FOI act 24 Feb 2022 1178 search results were found on me by OPMC Revi
all results on 12 April NO DOCUMENTS IDENTIFIED AS RELEVANT TO REQUEST Decision to revide by 14 April 2022042
RQ22 01369 - Decision copy.odt>

I am literally beaten up inside a hospital I had already died in and revived by a Government thug.  Later when released the police would run me out of town and the offender would be in the room next door.bAlso that next day - I am run down in the street by an out of control car and both my dog and I are injured.bThey knew I couldn’t stop - otherwise Id be locked in hospital. My lawyer said did I have a number plate because it may have been the police who ran me down. That makes me feel safe.



The Disability Discrimination Legal Centre can't seem to help even when I explain it

Julie,
They will kill me

I mean...
You could try and rob me...as part of an evil cohort...
Orb even kill me...but I say that fasting is a skill and a great benefit to health Kindly
Richj
Hi brook and cat you wholesome person

She is a senior lawyer for the Government and informs government policy I notice that she is really scraping the bottom of the barrel
You say:
'Hi Alison

Let me know if the below if allright'

You recently received an email from Kate Watson -a high ranking lawyer who is a 25

year advocate for a particular section of Government insurance

The intonation is - Kate has asked for evidence to demonstrate that I indeed, am not registered on being's the system' 'Involved in the SAP as the system and

includes salary, leave and other payroll information'

This is to support her part in the conspiracy to pervert the course of justice in order to destroy me - it worked - I was dead - but even though I have a brain injury now, (which work safe and Comcare are large contributors to), I have enough to complete

this email.

It is exposing the hypocrisy and the vicious and conscious slander and libel of me, and the catastrophic character assassination that has seen my death (I was revived) -

then its further cover up. The maliciousness is systemic through local State and

Government agencies.

You see, Kate is a soul-less wench prostituting herself with all the soul depth of a



credit card.

You just played right into what she's trying to do. That is:

Trying to prove that for the purposes of the SRC act, I am not eligible for Workers



Compensation via National insurer, Comcare.

In fact, I have been framed, and you are unknowingly playing a game which has



catastrophic consequences for Kate.

That is because I have suffered a psychological injury because of my work, and that I



have been framed.

This is in no way more evident than as a formerly celebrated nationally human rights awarded autobiographer and human rights campaigner, who spent 25 + years advocating g for marginalised people with altruism, and having spoken in Parliament to Dubbo to Warnambool to Montreal, all the radio and TV stations etc (and also has a wikipedia page after him, for my role as an illustrator and artist for both 'The Herald Sun and 'The age', I have been labelled with many mental health.

Issues.

That includes serious illnesses however I persevered and I attained my PhD.

Clearly I would be on the national registry, having had personal rejections from such people as Greg hunt, MP Linda Reynolds, MP Dan Andrews, Latham, Bandt, and



many more.

In fact, a conspiracy to pervert the course of justice is evident through the rejection of my FOIfrom the Office Of Prime Minister and cabinet, after at first identifying,

obviously that my records were voluminous' and 'complex' and would require time.

Then a complete 180 and I don't even exist.

Thats strange, considering my former partner was present at a murder, embezzled 1.2 million dollars in an offshore tax haven and that he owes me half a million



dollars.

Also weird because the national health minister Greg hunt silenced evidence that

could be heard before a court.

But as the GP's lawyer was Russel Ball ofBall and partners, a powerful man who informs Government policy and sits on the legal bar, its no wonder I would not find



anyone.

Thats because of a catastrophic character assassination, for which I have evidence of he slandered me to HCC MHCC APRRA NHPOPC and IVAC and The Victorian



Inspectorate.

This preposterous movement to aid and abet my death, and set me up to kill via



proxy ended in my ‘fatal’ suicide in Weribee Mercy Hospital in Feb 2021,

In 15 months, since losing the entirety off my blood, and being found unresponsive with no observable pulse and revived from certain death, I was resuscitated from



certain death.

Fifteen months on Kate and The AAT are going against the charter of human rights fort people with a disability in that I don’t understand what the issue is - and



additionally I have suffered incredible detriment

AHRC - over a million
AFCA - over 1-2 million
HCF - 75000 (and I caught CEO Sheena jack overseeing fraud)

The people complicit with covering up the that part of initial complaint with the GP



include:

Jack CEO Jack Heath, MP Greg hunt, HCC, MHCC, NHPOPC, The Police, IBAC,



The Victorian Inspectorate and many many others.

The reach of former partner Steve Stefen Stefan Iasonidis influence is so strong - and connections with wealthy people at ASIO, that gave him a 'slap on the wrist' fin



exchange for jail time for a 1.2 million dollar tax fraud.

...is amplified by the libel and slander Mr Ball imposed on me to internal Government agencies, as an extortionist which I only found out about until after the



murder/manslaughter.

Nothing is further from the truth.

At the same time, I gifted back $100000 to a person who gave me the cash 'in

error'.

My values are ethics morals and equality and equity.

I am a free man.
That is actually the law which Ms Watson is abusing as her positioning a legal point.

And she feels like she can do whatever she wants doesn't she? Tsk tsk thats not possible.

It states I must have access before the law, and I do not.

I deserve dignity prosperity and have human value attached to me and the value of

human worth and sentience.

Member Ferrell also acknowledged I am's a disadvantage' as if that were not

obvious anyway,for having no food, and additionally no representation.

The charter of human rights of people with a disability was ratified by the

Government in 2008.

That is because the Government having comes far in their deceit of protecting the rich powerful and political, is too late to admit they killed me then framed me then the Government condoned it as 'nothing to see' and covered it up hoping to aid

and abet my death via vagrancy.

I offered finance minister Birmingham an atonement of the millions in detriment, but

he actually intelligently and consciously rejected me.

Allmy prosecution needs in the federal circuit court of Australia - is for my prosecution to demonstrate that 3 or more people participated in causing detriment

- or acted via omission to pervert the course of justice.

It was for the sake of a monthly wage. I even offered forgiveness - that the mental health team would not have to admit that they were wrong and misdiagnosed me. The Dr on duty, Dr Kimar, I was a patient of 13 years earlier, and he knows of the

threat of violence my former partner had over me.

...and that he admitted to being present last a murder. (Amongst other things).
In fact the release notes say that I am neither ‘delusional’ nor ‘psychotic and ‘grossly

aware’ and zero psychosis was identified.

I am attaching some evidence for the benefit of Ms Watson,who although she thinks she is untouchable, and that as a person with no food or medical care medication or



home, she will hopefully kill me before the case is run.

This is lower that shark poo.

She is acting in resonance with a broader picture to render me bereft of money. Thats because even though I have been maliciously rendered a pauper and suffered



a legitimate work place injury,

If I get money, find a maverick lawyer, I will leave her and the rest of sinners with her behind hanging wide open with the wind whistling ‘rich woz here’ in the breeze with additions of ‘Its comfortable working for the government and the steak is good’

and further ‘I love how evil protects the privileged'

That goes for the thousands of other people bound by the charter of human rights



who as public officials cannot act outside of that law.

They have all broken the law. To demonstrate the detriment:

I am homeless
I have no food money nor care
I have cancer and no oncologist
Mental health issues and no psychologist

A Magistrate ruled my own child sexual abuse case as ‘doomed to fail’. Work safe did not advocate for me, what a shame

PaulFowler is the old boss and a lawyer at Comcare

That is because this is a war to destroy - and pitiful people have believed the libel

(Not in 15 months after I was rejected from the hospital after ‘killing myself’ from



Government systemic oppression)

Paul Fowler at Comcare rejected me under a part of legislation of the SRC act - and



he even has the diagnosis wrong.

I wrote to the attorney general and pointed this out, and the setting up total multi

millions in detriment from AHRC and Peter Fisher and Tim Gos at AFCA

They watched me burn with delaying and denying and offering the 4 week limit they

had to get a determination against their own policy

The attorney general identified me as needing welfare - a sent me to the sane



helpline or lifeline

and slander or paid by forces to destroy me.

The do this via allegorically attributing distress from nobody and no food and no help care or worth - with’ mental illness’, when in fact it is a political game of cat and

mouse that renders me a political prisoner and a scapegoat

It is an abhorrent victimisation of a human rights advocate who spent their lives

helping others

They have actually destroyed me financially and still trying to aid and abet my death

via robbing me of prosperity.

Recently I have been evicted, and the NDIA will not fondly housing 9although they can), and condone me to housing service DHHS, or DFFS, and they have already

rejected my application stating they donut provide housing options.

In addition MP Reynolds condones my vagrancy
Greg hunt believes ‘having nothing to eat’ is not a health issue -its for the NDIA

The case can still be heard
So can the rest ofmy story
Thats because money is not my current. Truth is. Abd secular ethics beyond religion.

I am a banned whistleblower at

IBAC
ASIC
APRA
The Commonwealth Ombudsman

The matter of the original Dr’s case is still open - because he is not even registered

with AHPRA nor has he a valid ABN as a sole trader

To heighten this further, Steve Stefen Stefan, goers under numerous aliases to which I have the evidence and also the differing ABN's he goers under to avoid



further incarceration and avoid taxation issues.

The federal Police have blocked me from their servers, so has Comcare and the



federal circuit court and the family court

I am banned from reporting to plolice I cannot get a lawyer
I am a rejected whistleblower

Additionally I have failed cases with

VOCAT
VCAT
TheCommonwealth Ombudsman Fair Work
Comcare
Every legal firm you can think of
Vic police
Fair work commission
The Australian medical Review Board Monash Law
Reporting violent crime

So framed am I - that I cannot report:

Rape
Murder
Tax Fraud
Tax evasion
Conspiracy to pervert the course of justice Drugging
Coercion
Theft of car
Theft of phone

...our many other crimes

## Workers

Framed by the broader picture, and the fact that I have a services Australia profile and that I received advance payments for covid and that the NDIA says explicitly on

its website:



The NDIS Quality and Safeguards Commission is an independent government body that will work to improve the quality and safety of NDIS supports and services, and strengthen the skills and knowledge of workers, providers

and participants across Australia.

The NDIS Commission is now operating in all states and territories.

**Who is a worker?**

My name is Dr Rich Mclean - a human rights warrior truth speaker and seeker.

The office of prime minister and cabinet now say ...I don't exist.

Regards,
Dr Rich Mclean

On 12 May 2022, at 11:49, Julie Phillips <manager@ddls.org.au> wrote:
Dear Rich

I have explained as many ways as I can, that we cannot help you. I'm sorry but I will not be responding to further emails about this.
Kind regards
Julie

Kind regards

Under the NDIS Commission, a worker is anyone who is employed or otherwise engaged to provide NDIS supports and services to people with disability. Workers can be paid or unpaid, and can be people who are self-employed, employees,

contractors, consultants, and volunteers.

She is bound to fail, and eat her words and own her deception at the expense of



the human value and dignity of me.

How do you fellow that you have played into the desperate trickery of Ms Kate



Watson to further the heinous victimisation of an innocent man?

With this catastrophic amount of slander libel and scapegoating - its enough to



make you want to kill yourself, wouldn't you think?

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**Please consider the environment before printing this email.**

**From:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Sent:** Wednesday, 11 May 2022 6:23 PM

**To:** Julie Phillips <manager@ddls.org.au>
**Subject:** Re: Legal assistancr

How are you so sure to reject me if I have not explained the breadth of the movement to kill me (and did) then cover it up

You are (sorry for language) a further stick in the faggot that has and is the elongated oppression of me

Lease can you give me the opportunity to explain? Rm
I'm out and about
Whistleblower




**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
***Ph: 03 9654 8644 / Fax: 03 9639 7422 / Country: 1300 882 872***

*Disability Discrimination Legal Service is based on the lands of the Kulin nation, always and forever the home of the Wurundjeri people. We acknowledge that our work takes place on lands that are under colonial occupation and that Kulin Nation sovereignty was never ceded. We pay our respects to Kulin Nation elders, past, present and future, and to all Aboriginal and Torres Strait Islander People*

**Disclaimer:**

Www.killhim.info

Sent from my iPhone

On 11 May 2022, at 12:20, Julie Phillips <manager@ddls.org.au> wrote:

No Rich, these are not issues we are funded to deal with. As I said, we are only funded for claims under the Equal Opportunity Act and Disability Discrimination Act. The the issues you are complaining of don't fall under those Acts

Thanks Julie

---

Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
***Ph: 03 9654 8644 / Fax: 03 9639 7422 / Country: 1300 882 872***

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**Please consider the environment before printing this email.**

**From:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Sent:** Wednesday, 11 May 2022 12:11 PM

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**To:** Julie Phillips <manager@ddls.org.au>
**Cc:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Subject:** Re: Legal assistancr

Does the funding agreement include:

1, The fact I suffered a 'fatal' injury (attempted suicide) in Weribee mercy hospital 15 months ago
2. Then was left for dead
3. Then was denied medication

4. That I am a nationally known figure but I have been character assassinated
5. That I have no food
6. That I have no home (Im squatting g)

7. I cannot afford rentor medication and I have a dog to feed :-(

There simply must be someone in the world that has compassion for me andisnot already turned against me through misinformation, libel or slander

Ive even done a personal plea

This a personal plea to finds and colleagues. Please watch this video.

https://bit.ly/PleaseHelpDrRichMcLean

Imsorry for the complexity but this is why your hands are tied:

Victory looks like a single parliamentarian crossing the floor on Dr McLean systemic injustice and the catastrophic intelligently designed persecution and vile victimisation of him

The second version of victory looks like me

---

ledgering the entirety of parliamearians omitted this and via doing so easily demonstrated for my prosecution to prove beyond doubt a conspiracy to pervert the course of justice.

The third option is - this kills me because I can’t go back.

The Government can’t admit fault.

I applied through the CDDC scheme - universally ignored.

The office of prime minister and cabinet done even say I exist.

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This email is regarding a former celebrated public health advocate and mental health campaigner, artist, author, former illustrator for The Age and The Herald Sun, Former Allied health professional and registered therapeutic support who worked for the NDIZ/A, and PhD graduate Dr Rich Mclean.

Bluntly, Dr Rich Mclean has been catastrophically character assassinated\, set up to fail having been maimed shamed and blamed victimised and vilified to coerce his suicide 9deemed 'fatal', then whitewashed in the same manner of oppression that led him to that point of utter tragedy.

Further, the Government oppression he can prove, his former partner an ASIO agent on the run, and the police and systemic Government corruption, including Judges, Magistrates, Public Officials, Politicians and even the Office of Prime Minister and Cabinet, is the same kind of oppression that was a massive contributor to his suicide attempt in Werribee Mercy Hospital in Feb

2021.

Years of systemic oppression and the trauma of unacknowledged sexual abuse and shame and stigma for having a 'mental illness, and also being non-heterosexual normative, and admitting to drug use and blatantly honest regretful (but not illegal) sex, in his human

rights, awarded autobiography, then further his distress at a friends suicide and a cover-up of evidence in a medical malpractice case whitewashed led him to this tragedy.

He has been so successfully intelligently and elaborately framed, that not one person rose a pen in defiance of his suicide attempt, or his mistreatment, and instead of justice, people see illness.

The tragedy was deemed by the FOI from Werribee Mercy hospital as ‘a fatal injury’, and ‘; a lethal attempt.’ And he was accidentally found with no observable pulse and revived from unquestionably certain death.

Since then, the Government has not managed to kill him as favourable to holding to account the systems of oppression that denied him justice and the plications who silenced evidence before a court that was legal tender utterly whitewashed.

Dr Mclean's story has been lived in silence - but he blows the whistle and has been blowing the whistle for over a year since his tragedy - in defence of his human dignity - yet sadly the systems of systemic Government oppression was emboldened by his existing and fighting an impossible battle of odds.

A year has passed since the tragedy, and despite being on leave already for an injury sustained at work and amplified by a conspiracy to pervert the course of justice, he was put on jobseeker.

His business was destroyed. He fought long and hard but systemic organisations covered it up and he has been banned blacklisted and

scapegoated excluded and his very human dignity crushed at the hands of hundreds of pawns, paid by the Government as public officials to tow the party line to duo one thing: that is...attack him via proxy via systemic Government agencies and blur his reality with gaslighting until he gives up - and either kills himself via the over year-long struggle in abject poverty - or he will be framed with criminality that he has never committed sold as half-truths for even his family to reject him by.

Since that tragedy, he has been identified and vilified as an ‘illness’ and never as a ‘sentient person’ and has been sectioned by the Mental health act another two times, where they intelligently presumed illness when it was abject poverty that has ensconced him.

The system sees someone to silence.

The mental health industry identifies a sick person.

His friends and family reject him as a problem and with prejudice.

Not one person is willing to dirty their hands with the ethical dilemmas and the dirty business of Dr Rich Mclean.

Dr Mclean fights to this day, utterly catastrophically character assassinated and scapegoated, malnourished, living in deficit for over a year without so much the dignity of a neurologist or even a psychologist.

He does not have enough food, he has singularly tried his best to oppose these forces that dominate his life despite a mountain of factual evidence he has collected.

He lives alone with his dog, he learned he has cancer, he needs a dentist, clothing, human decency and his very dignity and worth.

He is owed millions upon millions of detriment that have been oppressed and in hindsight had him setups to fail from the start

in a manner of a prejudicial lying to his face and the delay defers deny Mosel of the systemic movements capacity to intelligently place Dr Mclean at great risk, not only of suicide but of starvation, homelessness, no medicine or barely healthcare.

...but he is not dead.
...and you can't take his soul.

Dr McLean may be homeless and hungry and have intensely personal problems and an utter charade of neglect thrust upon him over years and years for his brave vulnerability, and now he speaks through this letter, addressed to every parliamentarian in the country.

Someone, somewhere, must cross the floor for Dr Mclean.

He cannot go to the police, he cannot get a lawyer, he cannot summon his former partner, convince his family his sexual abuse needed to be validated, and he cannot be a

whistleblower at IBAC or ASIC or APRA or the Commonwealth Ombudsman.

Utterly systemically oppressed and owed millions upon millions in detriment, he has taken to a life of simplicity and hedonism and it is way too late for the Government to admit he was set up to fail that

massively contributed to his ‘death’, which was then condoned by the Ombudsman, and law enforcement and not a single person uttered a complaint about it.

It is too late for Dr Mclean to go back, to work, as he has a brain injury that has never even been acknowledged.

There is only one way out: That is a non- acknowledgement from the Government of the literal torture brutally dealt with Dr Mclean - and Dr Mclean has already forgiven then, and offered not the money he is owed, but a simple monthly wage to be free from observation surveillance and death threats at his unlovable home in Footscray.

The Government has denied it via a systemic act of omission, which in the high court, will be proven by any prosecution to be vile victimisation and an absurd conspiracy to manslaughter and perverting the course of justice, further after the fact...the oppression was heightened as Dr Mclean was set up to fail in a nihilistic quest for human dignity and worth free from a detriment designed to maim shame blame and further rob then kill.

Victory, or death.

www.killhim.info

As a parliamentarian of public office, you are regarded as a public official.

As such, you carry obligations to human rights law, and additionally need to act within the charter of human rights for people with a disability.

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That is entrenched in federal legislation of this country and ratified in 2008.

I ask you to act bound by that legal and political obligation with the evidence contained in this email and additionally act with compassion understanding and without prejudice or the influence of libel and slander which has left me to rot.

Under that foundation of law, you cannot deny or via any act of omission conspire to silence or victimise someone.

It is illegal to cause or contribute to the further detriment in any way.

To ignore this email would be adding to the already proven conspiracy to pervert the course of justice, and abhorrent victimisation of one singular person, me, Dr Rich Mclean.

I have become aware that to protect those

with reputations money power and privilege, the modus operandi is to keep me broke and close to poverty with no acknowledgeable power opinion or avenue of complaint.

This is so I cannot blow the whistle on my oppressors which now have encapsulated the entirety of The Australian Government, originating at my former partner, an ASIO agent, Steve Stefan Stefen Stefan's Stefanos Iasonidis, and other origins of this systemic vile victimisation & oppression such as my valid and legal and just complaint about malpractice in which I begged for atonement and reluctantly went to AHPRA because the evidence shows I did not want anything to happen in detriment to Dr John Whitaker.

(To this day though, it seems Dr Jon Whitaker, has no active ABN as a sole trader and it was cancelled in 2012).

I made a valid and legal complaint against Dr Whitaker, for medical malpractice that led to my overdose because I was isolated doing a

PhD framed by global catastrophic risks, (I guess I am never one to do things by halves), and I was immensely grief-stricken by my dear friend Nathan Turnley's Suicide.

Dr Whitaker's lawyer, Mr ball of Ball and Partners, a very powerful agent in the medical and legal fields, without me knowing, framed me as an extortionist internally to Government agencies that was never acknowledged to me and I only was made aware of after I reviewed some of the heavily redacted FOI from AHPRA.

That libel and slander were utilised in an internal government way that was inequitable and unbalanced in its power, way and never acknowledged to me or in a public way, that was until AFTER I survived my suicide attempt via me acquiring the FOI from AHPRA, who had also banned me from contacting them.

The HCC, AHPRA, The Police, NHPOPC, IBAC, The Victorian Inspectorate, the

Maribyrnong Criminal Investigations unit or indeed The federal Ombudsman, MHCC or AHRC and others all internally digested this offensive slur, to which I object.

At the same time this was happening, a man I used to rent off gifted me $100000 - I bought a t-shirt and some crystals, some Tibetan prayer flags and some nag champs incense, and continued my PhD. He contacted me weeks later, stating it was a mistake, as voices told him to do it and he was actually in a psychiatric facility.

I simply have it back because that is what is right and what is equitable and fair, I have never explored anyone for money, I have never raped anyone, I am not a pedophile, nor do I have sex with dogs, in direct opposition to what I have evidence that I have been framed with to actively desecrate my character.

‘

Because of this, I have nothing to lose.

That’s why I again blow the whistle on corruption in this email which is based on pure fact that anyone may witness.

Collectively this data could never possibly be acknowledged as anything but a movement to destroy me.

The systemic Government oppression that attacked me over years has its roots in already ingrained prejudices held in society and every day people and intelligently designed to isolate Dr Mcleam,

It assaulted me brutally and with legal impunity in a financial way through professional bodies and statutory authorities and institutions.

Years and years...of torment.

It is only able to be acknowledged now in the present.

Because it is proven I was framed to aid and abet my death - my opposition to the rejection of the world attempt at suicide was fatal and happened in a public institution.

That’s when the Government whitewashed it, framed me by my very blond family and friends - and then...then things got worse as the deny delay defer model was systemically applied to elongate my vagrancy and put me, a twice at least suicide survivor, air greater risk of extinguishing myself before any public official, pedophile, tax thief, narcism, or public office was held to account, including and up

to the attorney general the finance minister the NDIA minister the health minister and the office of the prime minister and cabinet.

They have refused to provide the FOI I legally requested of them to discover the essence behind this murderous conspiracy to render me a neutral vagrant in my own democracy.

They rejected it until my birthday this year.

April then8th, 2022.

I have no time to link in all the evidence - but it is forthcoming and mostly available on www.killhim.info a website I designed in defence of my every sentence and in defence of the contempt for my wealth and health and that opposes any shred of dignity.

Scapegoats often see the world in a very unique way, they can be deluded, but in the end...it is revealed the true nature of the beast.

Madness in individuals is rare, but in society, it is the norm

I could keep begging my oppressors tan the government to atone my detriment in all manner of ways in psychological injury, a systemic oppressions that has notably been isolating but made me question my sanity, and like a desperate Stockholm syndrome, beg and beg and beg as they utilise the same old tactics of ostracisation rejection neglect

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oppression and then familiar deny delay defer and ignore.

It is pointless.

‘That is why I must now stand up for myself as a person of worth and sentience, and collectively take the entire federal government and all of the thousands of pawns paid to keep me void of prosperity and dignity and equality before the law and conspired in a conscious malicious and intentional way to kill via proxy.

It is not the path I wanted but the obstacle is the path.

I have atoned apologised and gently persuaded a lot of people for a mere acknowledgement of worth.

Because that is utterly rejected - I will turn this countryside down in the high court.

I warn you they will frame me with a

‘factional’ crime I have not committed to silence me - but you can't take my soul, and I am content in that I gave my best and did all I could with thin the capacity I had, and in that, I am at peace.

The jig is up.
The whistle has been down.

I need the public support now - whilst I try and live a simple life free from death threats and regain my detriment - I will be giving 70% of the millions upon millions owed to me to charity.

It's never been about money.
It's been about freedom from oppression.

I am faced with a nearly impossible challenge - and I need the public to acknowledge my well-published and publicise life at www.richmclean.com.au to support me with food and housing.

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With my marred brain, my stubborn determination and my addictions and my labels and my beautiful mistakes and my clear conscience and ultimately my utterly fiercely determined resilience... watch me now as I turn this fucking country upside down.

...and in the process the louder I am the greater the hammer will fall.

It is my archetypal duty to prove beyond doubt the hypocrisy of society and the unique sane troubled and brutalised pure strength of my existence and existence.

That is - Until I am killed - which is what happens to the lover's truth-seekers the Avant guards and the forward thinkers and the ones who see unique perspectives and the people that accelerate society before time.

They’re universally historically victim-blamed, called mad, marred framed punished incarcerated or killed.

It all happened to me already.
So what are you going to do about it?

Currently, the following describes my situation, I have:

No food
No medication

No advocacy
I have been exploited
I have been taken advantage of
I have unwittingly been tortured - virtually tortured
I do not have equitable access to the law
I do not have access to any lawyer (I have tried)
I have been universally ignored as one individual by many MP's and people of Public Office
I have been rejected from and banned from reporting criminality to the police

In hindsight, I have been set-up to fail again and again
I have been scapegoated as a lone victim of immense and catastrophic proportions

I had my online business ruined with impunity The AAT rejected the human rights charter of equity before the law even today after I pointed out the injustice of not following the charter of human rights for people with a disability

I am unrepresented in matters at a high level of Government office
This representation reflects many million dollars of detriment

I have been universally gaslighted/rejected by many MP's
It violates the charter of human rights of a person with a disability

The list of people and MP's includes but not limited to:

MP Greg hunt MP Birmingham

MP Reynolds
MP Adam Bandt
MP Daniel Andrews
MP Social Services Minister Foley MP Katie Hall
MP Adam Bandt
MP

MP Michael cash (and she also acts as the Attorney General)

The Attorney General oversees the portfolios of the following, which in hindsight, I have lost an enormous amount of money and provable detriment to. The Attorney General knew about this because I emailed her begging to intervene. But like a=many other people, instead of acknowledging my human dignity and my legal rights and my obvious justice issues, and despite me detailing to her that I need justice, not welfare, she directed me to the lifeline.

This was via a proxy of an un-named and unsigned proxy from her office that de-

identified her in the quest to protect what I have already stated.

AFCA: This statutory authority is under legislation supposed to come to determinations for vulnerable people within four weeks, according to their website. Mine took over two years. The conscious and malicious and oppressive intention to leave me bereft of prosperity both before and after my suicide attempt in Werribee mercy hospital is clear. Tim Goss and Peter Fisher oversaw this conspiracy to render me a vagrant and refused - even when I begged them - to come to the overdue determinations. They blackmailed me not to contact them, due to me 'threatening to blow the whistle', and them accusing me of 'being conspiratorial', which I was within my rights to assess. I recorded Tim Gos, gaslighting my obvious pleas for justice, and published tit, and my cases were dropped immediately. This was signed off by (name) in an email dated (date).

Comcare: ASIC APRA ATT

AHRC They agreed to conciliate between a super company and me for the rejection of TPD and income protection, only just before the agreed conciliation, Liz Lindberg free kicked the reviewable amount to the opposite side (being the superannuation company), losing me what I now could have claimed as a TPD and further income protection in the manner of 1+ million dollars.

I don't know why it is I've ended up here, but in hindsight, after I was literally oppressed to the point of suicide in a public hospital, and then have the Government condone it as 'nothing to see', I reflect with immense clarity.

I will be proving the omissions from all members of parliament as a conspiracy to pervert the course of justice in the high court should this email not suffice as evidence enough to prove the motion to oppress and deny me any prosperity and frame me as a rapist, extortionist, pedophile, dog f&cker and worse.

There seem to be zero limits to defending the money of the powerful and the reputations of those in the public eye and the privilege of the following individuals I have come to be aware through reverse engineering are protected in opposition to my being rendered an infamous and homeless neutered refugee and failed whistleblower in my own country with whistleblower rights and a democracy where I can have an equal opportunity before the law, the ability to express

myself elf however I would like, the freedom to an opinion and the human dignity of having a home, freedom from death threats and oppression vilification and victimisation.

Mr Steve Iasonidis.

Dr John Whittaker.

All manner of obliteration of my character in political assassination can be identified in the pivotal point of my autobiography, for which I received SANE Australia's 'Boo of the year', and was awarded a 'Human rights award, non- fiction category', in the 2003 Human rights awards.

I am utterly exploited via my book - the autobiography 'recovered, Not Cured, a journey through schizophrenia' - it was a brave and pro-feminist book, that was non- heterosexual normative, spoke for the rights of young women, a warning to young men, and a champion of an honest discussion for life in the 90s as an as yet unacknowledged survivor of sexual abuse, and a courageous account of what I now call 'non-ordinary reality, and drug use and abuse.

I have successfully utilised the structure and the merit of scholarship in a PhD study to attempt to reverse the discrimination and the stigma that has been embedded in my life for many years.

I now see 'psychosis' as '; non-ordinary reality, and I re-rendered the quote from William Burroughs - 'A Paranoid schizophrenic is a person who just found out what's going on, and additionally that 'Madness in individuals is rare, but in society, it is the norm'.

It was peer-reviewed and acknowledged by a panel of academic professors, and it was granted a pass from a panel of professional scholars that acknowledge my critical thought and value my vision of seeing the world through a lens of holistic shamanism instead of one of psychiatry.

This has not stopped me from being

prejudiced in so many ways after a lifelong battle uphill from which I did not know I have such resilience, such power, such importance, and utter luck of being revived from certain death, only to fight on with a marred brain in this email for the very simple dignity to exist without systemic government oppression... that had already without my knowledge ended up in elaborately massively contributing to my suicide.

The evidence remains in what came after that - an elaborate and deeply personal and abhorrent prejudice that exploited already-existing prejudices ingrained within society to turn every single person and family member against me amplified by half-truths that are believable in earnest.

This is the work; of a narcissist who is running scared at being exposed, and a catastrophic private hell for myself, in which yes I turned to drugs and I believe have been reverse set up in a way that will either damage me more or render me utterly

powerless within society now that I have lost the trust of my friends my family and my colleagues in a catastrophic character assassination that has been conscious malicious and intentional.

I believe this has been to destroy me and additionally cause not only my detriment but deny the justice of my detriment and as a two or three-time suicide survivor, aid and abet my death via proxy attacks on my prosperity via Government agencies, and the writing is on the wall.

Systemic government oppression & victimisation led to my suicide I was miraculously discovered with zero observable pulse and revived - in Werribee mercy Hospital, in Feb 2021.

It was deemed ‘a lethal attempt’ and ‘a fatal injury’, in the FOI documents that I had to fight for and was heavily redacted by both

Mercy Hospital, one of the many public and statutory agencies that banned me until this day, and additionally the OAIC and additionally a criminal conspiracy that I begged police to bear witness to but failed miserably.

In my oppression, I have been locked up twice in the same hospital’ the same place I had successfully suicided, due to Government systemic oppression and additionally the prejudice of my family and the overarching tones of the Federal Government, with thousands of pawns all acting as one under the same auspice to deny delay and defer me justice.

It is something I have had to reverse engineer over years to uncover the true sources of my persecution.

In hindsight, it was because I have been framed:

My Steve Stefen Stefan Stefanos Stefanos Iasonidis.

He was an employee of ASIO.

I have an acquired brain injury, that has never been diagnosed nor acknowledged from that tragedy. I was found accidentally, with no observable pulse, no blood and unresponsive. I have complained about my numb feet since that tragedy.

If I have numb feet, imagine what has is done to my brain? ...I have noticed. Research shows and I have observed that my memory is affected profoundly.

I was hospitalised recently, entering the community again on 29.03.2021.

Although my family has rejected me, the

psychiatrists found that I am not unwell, nor a risk to anyone else.

Hence I was set free...despite the police entering my home, where I am squatting, with my spare keys.

This is against the law. After all, people identify me with 'Illness' and not 'justice'.

I use drugs. Big deal
I love sex. Big deal.
I have been reverse 'framed' and set up to fail.

Why?

Because my former partner owes me over $500000 for which I am ostracised from achieving justice.

This is not a welfare issue it is a justice issue.

Although welfare at this point, until my victory comes, is welcomed...because I have no food, I cannot report to the police, and I

cannot be a whistleblower.

I am the most famous catastrophically gaslighted and character assassinated this Government has been since Ned Kelly

I have been labelled with many diagnoses of 'mental illness.'

The following have ignored my pleas for justice, and as public officials, like you, they are bound d by the human rights charter of people with a disability.

They have allocated by denying deferring or delaying...that is because to do otherwise would upend this Government.

It is easier to exploit and reject and kill one person, than for the whole government to be held accountable for its acts of omission.

MP Birmingham the finance minister did not

react to my detriment of compensation for the CDDC scheme.

MP Reynolds (NDIS/A) refused to explain why it is over 50 of my invoices have not been paid which attacks me via proxy financially, or, why I don't have a local area coordinator, or why the Brotherhood of St Lawrence has rejected me.

MP Greg hunt silenced evidence permissible before a court I have now realised and has not responded to me recently begging him for help. His secretary, a public official, confirmed to me he would not call me back.

MP Social Services Minister Martin Foley rejected me with silence, an omission that sees me also without food or dignity or human value, and starving squatting awaiting my fate but a fate that I avoid with the publication of this email

MP and Attorney General Michael Cash refused to intervene when I begged her to

intervene in corruption
I lost over 1 million at AHRC

I lost over 1-2 million at AFCA - in addition to this,

The Government has now identified me as someone to withhold their FOI from the Office of Prime Minister and Cabinet despite them knowing who I am.

They have rejected it until the 8th of April. (My Birthday).

They have now got a 25 years of experience ed lawyer Kate Wilson

to defend a work cover case in which I called the member Pernell as corrupt as they didn't Give the agency of equality before the law

They know I am framed and cannot go to the police cant be a whistleblower and am framed by prejudice against my family and friends. They acted with impunity after I called the member out for not acting within the charter of human rights for people with a disability and spent me this email which I do not understand

The HCF and the AFCA and WorkSafe and Work Cover have waited and watched as I live in abject poverty to aid and abet my death by suicide as a twice suicide survivor

They hope the utter inequity imbalance and unfair legal advantage they have will save them from justice and my death and poverty will delay the obvious issue for the High Court of Australia.

I have appealed to the public to help me but so far it has been unsuccessful.

That is because I am framed with ‘faction’, half-truths that I have been exploited with - mere slander and libel that my family my friends and my closest allies have been convinced as true.

I have done nothing wrong.

and also the loss of millions of dollars I had reverse-engineered over years.

I was set up to fail - and I suffered detriment to this:

AHRC Over 1 million for a case in which I was denied TPD and income assistance.

AFCA Over 1.5 million - I blew the whistle on Tim Gos and Peter Fisher who did not come to determinations within four weeks as legislated, but nearly two years. They watched as I was distressed after being framed in two VOCAT cases, rendering my important work

with the NDIS illegitimate, because I was character assassinated.

My complaints were neutralised, under The Attorney Generals' portfolio, and like all, saw illness, not justice or a responsibility to act - and sent me to lifeline.

Comcare - They rejected my work cover case because of legislation I don’t understand. Paul Fowler ultimately rejected me, and work safe refused to help with my appeal at ComCare. As it turns out Paul Fowler was the old head at Work Safe.

ASIC - Accepted my bankruptcy when I needn't have gone bankrupt. They said ‘I failed’ to recuperate money, when in fact, I was denied it via a movement to oppress me and attack me via proxy financially.

APRA Failed Whistleblower

AAT: They were setting me up to fail. Today (30.03.2022), I refused to be unrepresented

against the Government which has Kate Wilson, a 25 year experienced lawyer to further exploit me in an inequitable and unfair fight in which I had been set up to fail. I abandoned the directions hearing knowing full well I would fail - and I called out how they are unethical and breaking the law, and denying me access to litigation.

Michaela Cash was aware of all this and she condoned this work cover loss (1+ million) which is now up in the air.

Former Partner and finance Steve Iasonidis (11/12/1972) was an ASIO agent and owes me a $500000 settlement from our 5+ year relationship. Everywhere I went there was an excuse for me not to go forward, or I was stopped dead in my tracks.

Just before I was incarcerated by my family in Werribee Mercy psychiatric hospital in Feb 2021, I called out that he owes me that detriment and is hiding and I blew the whistle

on that he confessed to me he was present at murder and dealt cocaine for which he went to drug rehab. He used money from the sale of cocaine to buy a home in Abbottsford in 2010, but he invested it in a tax haven and was caught by ASIO, and they issued him a fine. A ‘mystery’ respondent’ replied angrily on the website thusly:

I was desperate to survive, as HCF my insurer used delay deny defer tactics not to pay me my income assistance. It has been a year and over since I ceased work and despite me catching them out with fraudulent documents concealing what they owe me and threatening CEO Sheena Jack with legal action, they too know I am rendered a neutral refugee.

HCF owe me $75000 and conspired with AFCA who witnessed me become unwell, and also after my suicide they blackmailed me not to contact them, because I was ‘conspiratorial’, and threatened to blow the whistle.

There is a conspiracy behind a valid malpractice case of $3-50000 owing to me.

I am a neurodiverse person who has had psychiatric labels categorised to me, and have an acquired ABI from a 'fatal' suicide the Government condoned as; nothing to see' by ben Calder and The Federal Ombudsman. For a whole year since that happened, I cannot feel my feet. Imagine what it has done to my brain.

Currently, I have no:

Food, Money, I'm squatting, not enough medication, the right to exist, human dignity, I am victimised and vilified, scapegoated, oppressed for years and years, (still going and gaining ground), exploited, discriminated, tortured, publicly humiliated, robbed, raped, character assassinated, drugged, treated with contempt, banned from police although they harass me, and left to die.

My family has abandoned me
My father says he cannot help and my mother says 'watch yourself the NDIS will look after you be nice to them'
They both went to my child's sexual abusers funeral two days after I had suicided in what the FOI calls 'Fatal in jury', the result of Government oppression

My sister? 'You're a drug and schizo and get the f*ck out of our lives'
My brother? 'You don't live within your means...you got f&cking problems'

The 'delay defer deny' model from the Government is fatally flawed.

Since my suicide attempt, I was put on JobSeeker whilst I was still already on leave from work, and I could not.

I have lived on 22k per year and my rent was 18.5K of that which is not enough to even exist with a shred of dignity.

I am not suicidal and I am not a risk to myself. This was proven when I was framed with mental illness - which was poverty and distress imposed on me by oppressive government forces.

I was oppressed by the police and again the saltwater clinic because of man prejudiced parents who never saw justice - they saw illness.

This is the arm of the hospital I complained against for the suicide and abandonment of duty of care and its opposition to the charter of

human rights in that I utilised agreed illegal contraband to oppose living in my distress of being framed.

That hospital had already rejected me and I was no longer on their books.

Saltwater clinic in Footscray is the arm of the hospital of Werribee mercy hospital, they

then conspired to act together in my poverty dressed up as illness to incarcerate me again by my sister whom I had not seen in a year, and my parents and I were forced to submit to their authority via the mental health act.

I changed my name and forbid them any control over my life - but it did not stop them from incarcerating me a third time.

My family are simple prejudiced and homophobic people who are all xenophobes and feel I have shamed them so I think that is also why they punish me.

The complexities of me having a gay relationship and being sexually abused and having a ‘mental illness are too much for them to comprehend.

I offered atonement to the CEO Dave Stevenson for the abrupt and unexpected ‘fatality’, from which I was found ‘extraordinarily by accident with no observable pulse’, and revived.

He refused a mere acknowledgement that the tragedy happened, and told me to sue him directly. He is absolutely and utterly aware, as seemingly everyone is aware:

- Icannotgotothepolice

- Icannotgetalawyer

- IcannotbeawhistlebloweratASIC
  APRA IBAC or The Commonwealth
  Ombudsman

- Noonewilldefendmyjusticeissues
  instead preferring to insert illness where induced poverty is, and in doing so protect murderers and pedophiles
  In that, the crimes I have reported fail the charter of human rights of public officials who must report and act within human rights law.
  I cannot get refunds from the NDIA/S and minister Reynolds condones this
  I cannot apply for immediate intervention for

detriment from MP

Birmingham through exceptional circumstances and he condones my vagrancy

I have not got a local area coordinator for the NDIS/A and in fact, have utterly no supports

The attorney general Michael Cash responded to my email begging her to intervene in corruption in which in hindsight I lost:

1+ million from AHRC 1-2+ million from AFCA

75000 from HCF who labelled distress at work 'a prior illness' when in fact:

I lost two VOCAT cases I was entitled to:

1. I was a violent affray whereby apart from video evidence the FOI from police redacted I was innocent

2. My childhood sexual abuse case whereby the magistrate waited until it was too late to appeal then wrote me I was 'doomed to fail'

3. I was not believed because I was framed as an extortionist by a GP's lawyer as an extortionist for a valid and legal complaint

A malicious and systemic conspiracy has robbed me of my job my reputation every cent and justice in every respect, oh and millions of dollars and my very human worth catastrophically character assassinating me

I will no longer be society or anyone's scapegoat.

I demand whistleblower protection Freedom from being sued
Freedom to pursue litigation for all of my justice issues.

I demand a home free from death threats that is livable non-traceable
Freedom from this systemic government oppression

Freedom from victimisation and
Food, medication and basic needs met.

The Government is now suing me
The Prime Minister and Cabinets office is delaying my FOI which may have revealed why it is the way it is
All My FOIs have been deferred by OAIC

After all, it is my art is life and life is art.

In addition, I am in Victoria and it is not an offence to record a conversation for the surveillance act 1999 in this state; I have had to preserve my sanity and my last shreds of human value.

Furthermore - you don't know me.

Government pawns believe libel and slander and deny my justice and dignity paid by the Government to tow the party line to oppress and victimise me.

I think that is the cowardice of the privileged.

It is a conspiracy to pervert the course of justice.

I however am resilient and powerful, and there are thousands of weak sheeple complicit in this. The poor character of all your behalf.

Now, unless a parliamentarian intervenes, I will need to go to the Supreme Court.

In the meantime, please advise how I will pay my 5 months behind rent and eat and have dignity.

I love my dog, a husky and I'd do anything to just live a simple life free from oppression.

I'm hungry, I'm squatting, I am a Dr and a 25+ year advocate for those more marginalised than me.

Please help me?

What are you waiting for? Dr Rich Mclean

I believe I will be framed with a crime I have not committed that will be ‘faction’ half fact half fiction and that I will be incarcerated anyway.

I have no choice but to keep going.
After all, no one can take my gentle soul. www.richmclean.com.au

Is where you can find out about my advocacy and altruism and art writing PhD and other creative things

www.killhim.info

Is the place that holds the entirety of the proof contained in this email.

I beg of you if you could simply atone me a

---

suitable home free from persecution with a monthly wage, whilst the Government works out the detriment, I will let it rest.

Otherwise, I have no other way of moving forward unless I can access justice in the Supreme Court.

I need to eat whilst that happens. :-(

On 11 May 2022, at 11:50, Julie Phillips <manager@ddls.org.au> wrote:

Hi Rich-no need to apologise. We are often very frustrated too, because we would like to help people with disabilities more, but are not allowed to work outside our funding agreement. All the best
Kind regards
Julie

---

Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
***Ph: 03 9654 8644 / Fax: 03 9639 7422 / Country: 1300 882 872***

*Disability Discrimination Legal Service is based on the lands of the Kulin nation, always and forever the home of the Wurundjeri people. We*

*acknowledge that our work takes place on lands that are under colonial*

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**Please consider the environment before printing this email.**

**From:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Sent:** Tuesday, 10 May 2022 4:49 PM
**To:** Julie Phillips <manager@ddls.org.au>
**Subject:** Re: Legal assistancr

Hi Julie
I'm saddened you can't help me
I've fallen between the cracks
I do t mean to be angry
But this oppression literally killed me
Then I survived and I was dumped
I'm owed millions and millions in detriment Because I've never had a lawyer
Because I was framed and character assassinated Now I'm squatting Near vagrancy

Make a secure donation
GiveNow

*occupation and that Kulin Nation sovereignty was never ceded. We pay our*

*respects to Kulin Nation elders, past, present and future, and to all Aboriginal and Torres Strait Islander People*

**Disclaimer:**

Without food or medication
I'm sure somewhere I'm being discriminated against I get wound up with one thing
And cone across all prickly
And no one helps me
:-(

I'm out and about Whistleblower Www.killhim.info Sent from my iPhone

On 10 May 2022, at 11:55, Julie Phillips <manager@ddls.org.au> wrote:

Dear Mr Maclean
We are not funded for, and are not allowed to make complaints under the Charter, unless there is already a discrimination complaint that we are working on.
As I have said before, we have no experience in workcover, and are not allowed to work in this area.
We are not a law firm that helps people with disabilities.
We are law firm that helps people with disabilities who have complaints under the Equal Opportunity Act or Disability Discrimination Act.
I'm sorry we cannot help you.
Kind regards
Julie

---

Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
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**Please consider the environment before printing this email.**

**From:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Sent:** Sunday, 8 May 2022 7:42 PM
**To:** Julie Phillips <manager@ddls.org.au>
**Cc:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Subject:** Re: Legal assistancr

Julia,
Simply,
I was literally murdered via Government systemic oppression

I can't go to police
I have no access to litigation or equality before the law And I can't be a whistleblower




Please provide a solicitor to:

Stand up for the charter of human rights for people with a disability ratified by the Government in2008

Because my work cover claim is going to a hearing
In which I will predictably lose my work cover and TPD

Additionally I cannot get a lawyer to oppose the abandonment of duty of care that was my ‘fatal;’ suicide in Weribee mercy hospital over a year ago

It is law via the charter I must have acce3ss to the law. I have a disability and you are the DDLS
I live in poverty squatting with no food
I have cancer too, and I can’t get a drs appointment

I have a brain injury and I have been denied a neurologist

I have multiple labels of mental illness and don’t have a non biased health provider or advocate

Please do not sign up to the publicly displayed dialogue of people who hacemacted of ill will to deny me justice

Dr Rich Mclean

On 6 May 2022, at 08:27, Julie Phillips <manager@ddls.org.au> wrote:

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Dear Mr Maclean
I will not be referring you to a solicitor unless you can give me the details of an action falling under the Equal Opportunity Act or the Disability Discrimination Act. We are not funded to assist people in relation to NDIS matters, Work safe and AAT. We have never assisted people with disabilities in these matters and are not allowed to.
Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
***Ph: 03 9654 8644 / Fax: 03 9639 7422 / Country: 1300 882 872***

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**Please consider the environment before printing this email.**

**From:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Sent:** Thursday, May 5, 2022 6:31 PM
**To:** Julie Phillips <manager@ddls.org.au>
**Cc:** Rich Mclean <drrichmcleanwhistleblower@gmail.com>
**Subject:** Re: Legal assistancr

Hello Julie.




It is essential to refer me to a solicitor.

Are you obviously aware of the charter of human rights for people with a disability?

The charter of human rights of people with a disability that was ratified by the Government in 2008 states:

•

•

• • • •

• •

months after my work injury and framing, and go without food dignity or care.

**Any public official is forbidden to act outside this charter and is obligated to follow it.**

**Therefore I want you to follow up urgently own this - otherwise it caused IMMEDIATE detriment.**

I must have equality before the

I must have access to the law Free from discrimination
Free from exploitation Freedom from being deprived

of liberty

Never be deprived of property

law

Not be the subject of torture This is clearly not happening, as I am squatting 15

**PLUS**

**2. NDIS**

I have not yet received my workers compensation from my role at NDIS

Work Safe contradicted themselves many times - but insisted my insurer was ComCare

Comcare conspired to delay deny and defer - a Government mantra that led to destitution'

Sadly I attempted suicide within the hospital and it was deemed 'fatal' from the FOI, but I was found and revived

I need help because of the permanent damage it has on my memory and thoughts

Paul Fowler was the boss at Comcare that ultimately rejected me

Paul Fowler was the old boss - and a lawyer - at Work Safe

This is corruption and a conflict of

interest
' the Government, having systemically oppressed me ...

Now has a 25 year experienced lawyer specialising in Comcare and the SRC act to brutalise me in Kate Wilson

Additionally The Government is suing me PLUS

**4. NDIS - Work Safe - Comcare - AAT - I am unrepresented every step of the way.**

My case is now before the AAT for a decision by a member

because of my injury and suicide attempt in which the rejection of prosperity was intelligently designed and I was oppressed...it may now be a TPD of not just general work cover

That is a matter of an incredible lump sum

however this is breaking the law, because a public official must not act outside the bounds of:

If that were not bad enough...

**The collective evidence on this website**

**www.killhim.info renders unequivocal proof many public officials have acted or made an omission; and they did so to pervert the course of justice in terms of rendering a single victim - me - powerless with no agency nor prosperity.**

**It is a systemic vile victimisation, and a conspiracy too pervert the course of justice. It is**

---

**also a disability discrimination issue and an abuse of the human rights charter.**

**Thats because I am worth theoretically many millions of dollars in compensation and detriment via the miscalculations and errors and pure corruption of systemic Government agencies. In preference to owning their collective scapegoating that has caused harm and detriment and would damage their public and personal positions of privilege and power and money - they would rather victimise neutralise and dispose of me.**

**I can't go to police,**
**I can't get a lawyer, and**
**I can't be a whistleblower.**

**Where I call federal police to report this broad movement that has rendered me a vagrant -**

**while I am actually still on the phone, they patronisingly send the local police around...to do a 'welfare' check. This is intimidating as it is frustrating. The gaslighting is something that has achieved a broad status within police PSA's and many statutory authorities and politicians.**

**Its too late for the Government to admit they victimised a man to death then whitewashed it. Likewise I can't go back to a life where I have not been framed and catastrophically character assassinated, vilified victimised and desecrated his reputation and life in ruins.**

**Framing me, exploiting me, and the un-Godly vile systemic Government victimisation; and the intelligent design of my prosperity been robbed of me; has rendered me a homeless infamous innocuous vagrant.**

**I have no voice, no rights, no human worth, nor dignity bestowed upon me.**

I have zero access to litigation or equality before

the law as ratified by The Australian Government as a signatory to The Human Rights of people with a Disability.

I have been tortured by a society that believed the half truths related as slander and libel, in order to isolate and prejudice me - even kill me.

**And they did.**

The elongated over years systemic oppression and neglect along with malpractice, defined and was the causation of my suicide attempt that was deemed 'fatal' in the FOI from mercy hospital.

That same resonance of oppression that is ingrained not only within government but the innate prejudice of people - then went ahead and covered it up and discarded of me.

That was in February 2021 - its now the 5th of march 2022 and I've lived in abject poverty since. Currently I am squatting, a shell of a home that I can't afford to bluntly exist in.

As of today I am just sitting here a free man typing - but they're watching. And waiting - and they have convinced the world to witness it occurring

without intervening. Further the existing impolite prejudices within people are amplified by libel and slander, and small minds believe gossip, but as a collective consciousness...this catastrophic character assassination moves official Government employees in positions of power and privilege to reject, omit, defer, delay and deny any traction for the ever expanding injustices that aid and abet my death.

Life can be hard, for anyone, yet especially as someone who is catastrophically victim blamed for wanting to die and being framed as an extortionist, a rapist, a pedophile and other gross lies.

It forces people like Julie Phillips, The manager of the disability discrimination legal service, to then in irony reject Dr Mclean a lawyer.

She works for the DISABILITY DISCRIMINATION LEGAL CENTRE

She says 'IF REQUIRED' I will refer a solicitor.

What will she do now that I have called her out, predicting she will disappoint me in the continuing thousands of sticks in the collective faggot that has all but destroyed me?

Over to you, Julie! You hav two options.

1. Assign a solicitor for traction to urgent justice otherwise great detriment has and IS occurring.

2. 'Its too complex' or 'Outside our remit' or 'Not what we usually deal with' or 'We are only a small organisation' or 'You should give these people a call...'

How do you want to be remembered? Kindly
Rich

On 5 May 2022, at 13:17, Julie Phillips <manager@ddls.org.au> wrote:

Dear Mr Maclean
If required, I will allocate your query to a solicitor, but at the moment I can't see where you've identified a discrimination matter. Can you please confirm exactly which of the matters you raised in

your previous email, you believe falls under the Equal Opportunity Act or the Disability Discrimination Act?

Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
***Ph: 03 9654 8644 / Fax: 03 9639 7422 / Country: 1300 882 872***

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**Please consider the environment before printing this email.**

**From:** Barran Dodger <barrandodger@gmail.com> **Sent:** Wednesday, 4 May 2022 10:04 PM
**To:** Julie Phillips <manager@ddls.org.au>
**Cc:** Barran Dodger <creativemusings@icloud.com> **Subject:** Re: Legal assistancr

Dear **Julie Phillips / Manager**
**Why has this gone to you the manager?**
**I have issues under both acts if you may indulge me.**

**,**

**I am afraid the MHLC is acting with intentional omission They don't answer.**

**I cannot go to police, get legal help, (including you evidently), or be a**




**Surely you would deal with any issue if had to do with disability**

**discrimination under either of those acts.**

**‘Delay Deny Defer’ is the mantra and also ‘Outside the area of our**

**remit**

**I know I am framed - but realistically I have a mental illness and an acquired brain injury and additionally just to put a cherry on top,**

**cancer**

*nation, always and forever the home of the Wurundjeri people. We*

*acknowledge that our work takes place on lands that are under colonial occupation and that Kulin Nation sovereignty was never ceded. We pay our respects to Kulin Nation elders, past, present and future, and to all Aboriginal and Torres Strait Islander People*

**Disclaimer:**

**whistleblower**

**In fact - this movement you are just one stick in the faggot of oppression that has already murdered me, (only manslaughter**

**because I was found and revived from certain death),.**

**I kindly ask your assistance again, and to not resonate with the reins you have obviously been given to consciously reject, omit = even just**

**plainly gaslight me.**

**I have no home money or food**
**Thanks for reconsidering**
**If I am under investigation I need to know**
**If you have been tapped on the shoulder I need to know why and who Thanks**
**Rich**

On 4 May 2022, at 1:22 pm, Julie Phillips <manager@ddls.org.au> wrote:

Dear Mr Maclean
Thank you for your email.

Our service assisst people who have actions under the Equal Opportunity Act or the Disability Discrimination Act. We do not deal with robberies, WorkCover, the AAT and complaints about medical treatment.

May I suggest you contact the Mental Health Legal Service MHLC – Mental Health Legal Centre – Providing free legal services to Victorian mental health consumers.

72-82 Errol Street,
North Melbourne VIC 8006

Office Hours: Tuesday to Friday 9 am to 5 pm Phone: (03) 9629 4422
Email: mhlc@mhlc.org.au

**Postal Address**

PO Box 495,

Kind regards

**Julie Phillips / Manager**

***Disability Discrimination Legal Service***
***c/o Ross House Association, Inc. 2nd Flr, 247 Flinders Lane***
***Melbourne, 3000 VIC***
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**Please consider the environment before printing this email.**

**From:** Barran Dodger <creativemusings@icloud.com> **Sent:** Tuesday, 3 May 2022 6:41 PM
**To:** Placido Belardo <principal@ddls.org.au> **Subject:** I need a lawyer

Hello DDLS
I need a lawyer to help with my disability issues

Can you please email me back?
I've been robbed
I'm also the victim of the mental health system
And I need someone to help appeal at the AAT with work cover Dude

DRRM
I was www.richmclean.com.au

Now I'm an oppressed refugee in my own democracy a rejected Whistleblower famed to character assassination

An avoidable overdose, a valid complaint, then framed, blamed, maimed, systemically oppressed, victimised to the point of a “fatal” suicide with “lethal” consequences

It was covered up, I was rejected, denied healthcare and further oppressed and persecuted in abject poverty as they isolated me and

---

watched; waiting for me to die by my own hand before justice

A conspiracy to aid and abet my death and vagrancy; it worked

Yet I’m alive and live in hope for a life of giving again, and freedom from persecution & Government tyranny

Www.killhim.info

“Victory or death! The shame is not mine to possess; it’s yours. The blood is already on your collective hands!”

---

Kind regards

**Julie Phillips / Manager**

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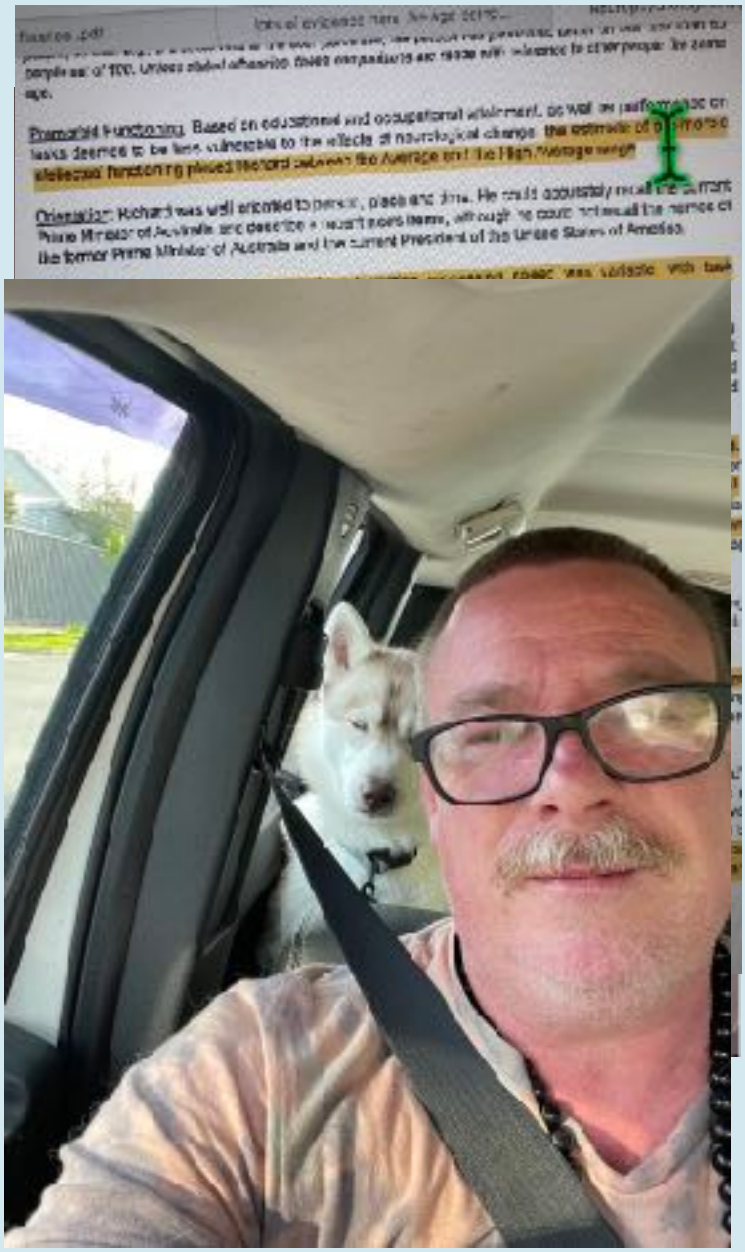
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Make a secure
donation
GiveNow

My PID to the Commonwealth Ombudsman on 04/08/2022 just before I was incarcerated in a psychiatric hospital



19/03/2023

Dear Ombudsman and federal Circuit court,

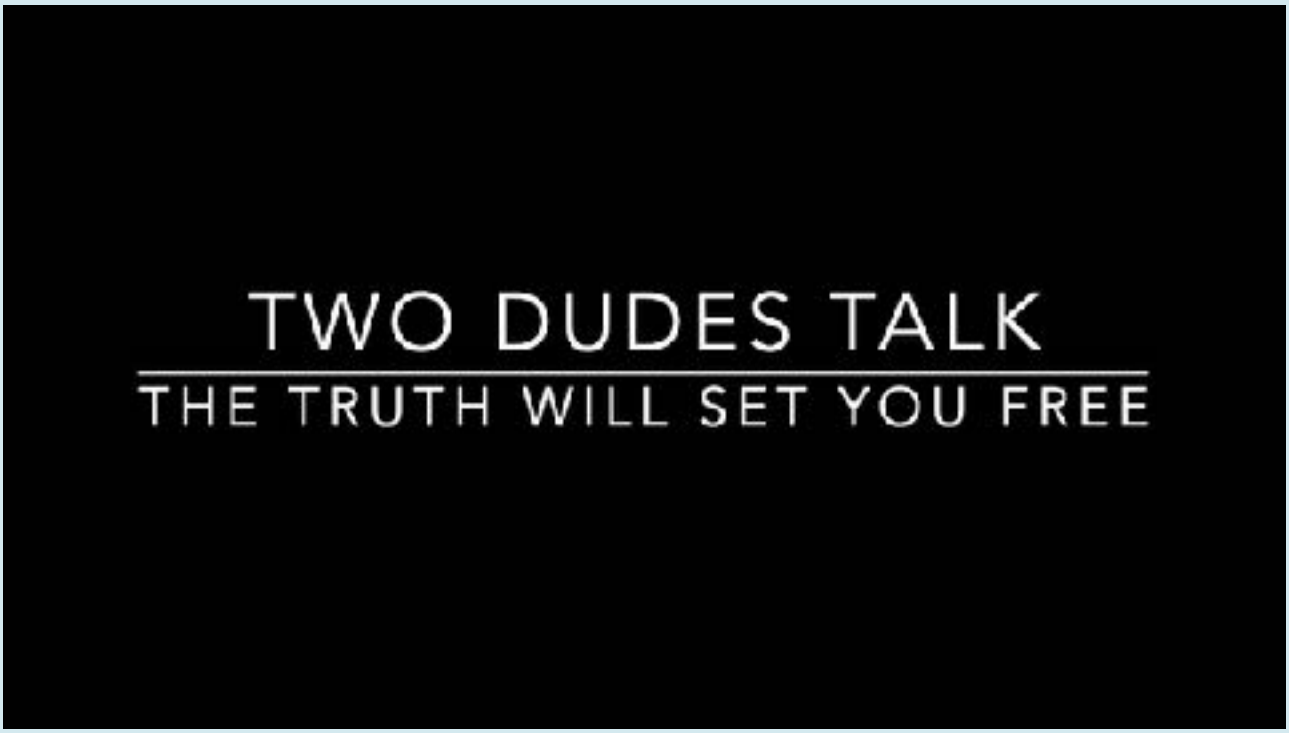
Tony Riddell and I need political protection because we are both scapegoats. Tony is an SAS returned soldier and one of only three with his security clearance in the country. Here - he details exactly the psychometric profiling that he has witnessed the federal government do to victimised persons of interest and details also how they are ‘sacrificed’, ie: killed via a methodology that is a pervasive and catastrophic character assassination and peverse victimisation. He justifies in this conversation how is possible for an individual like me to suffer so much detriment financial abuse vilification victimisation and literal torture.

This is disclosable conduct of public officials.
I speak from the heart and demand this video be acknowledged for my PID.



I speak only five days before the outcome of my Public Interest Disclosure on 24/03/2023.

**I want this document to be used in my evidence to support my complaint of disclosable conduct for my PID to the commonwealth ombudsman before the outcome is given.**



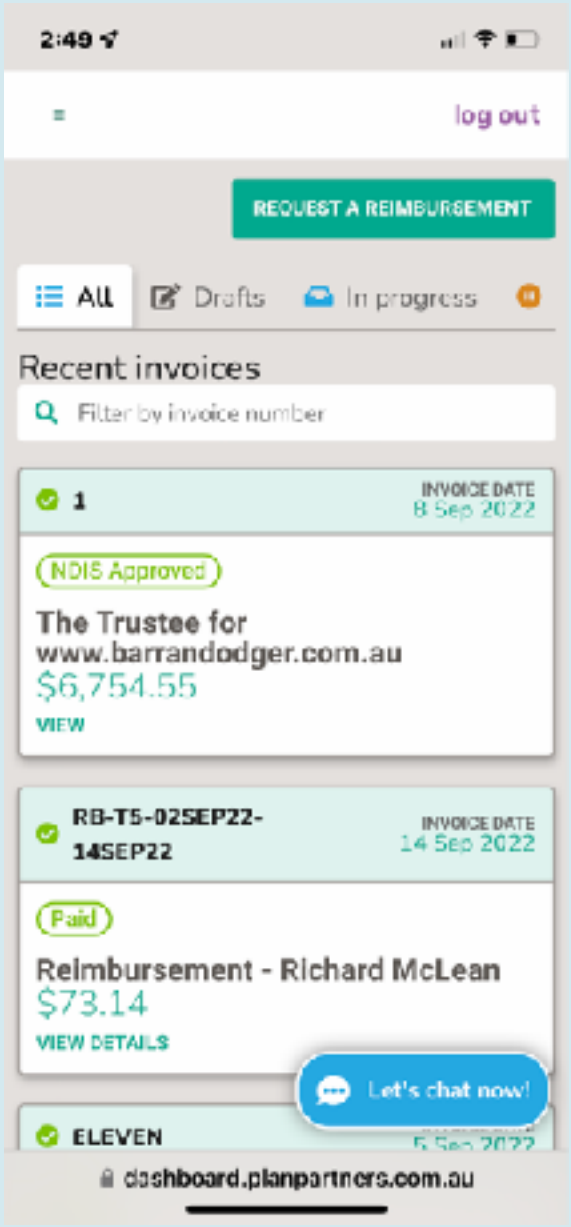

**Tony Riddell explains in person as a knowledgable person in the Australian Government the techniques the Government uses in which individuals are victimised and psychometrically profiled and then 'sacrificed.'**

I wish to admit that under coercion - I committed Centrelink fraud from 2010 to 2015 because my partner Steve Iasonidis insisted on me receiving the disability pension although he was earning $30-40000 a month at Apple then ASIO.

To avoid my further persecution when I was under the auspice of provable financial control - I demand whistleblower protections so that I am not treated unfairly and victimised further because of this 'fraud' that has occurred under the auspice of family violence. The family violence and coercive financial control is continuing. It is elongated and emboldened by many Government departments and statutory authorities even up to and including the office of prime minister and cabinet who refuse my FOI which would have easily revealed the relationship which the Government will not admit ever existed.

Steve even exploited my illness in claiming a carers pension that exploited me as a person with a mental illness to feather his own financial interests.

I also committed fraud with the NDIS in invoicing intentionally from a 'carer' called Steve IasonidEs for 'life coaching' to get money out of my my own plan - it was literally the only way I could survive under the guise of having my prosperity redacted from me systemically and universally in a conscious malicious and intentional way that had an aim - to cause harm and make me broke. I did it that way because the Government were protecting my former partner and he owed me money - so I identified he be the one to support me in the receipt.


2:49
log out
REQUEST A REIMBURSEMENT
All
Drafts
In progress
Recent invoices
Filter by invoice number
1
INVOICE DATE
8 Sep 2022
NDIS Approved
The Trustee for
www.barrandodger.com.au
$6,754.55
VIEW
RB-T5-02SEP22-
14SEP22
INVOICE DATE
14 Sep 2022
Paid
Reimbursement - Richard McLean
$73.14
VIEW DETAILS
Let's chat now!
ELEVEN
dashboard.planpartners.com.au

Lb 3 Regents Park Dc NSW 2143

CUSLETTERN1488193620D1

BACKDATED

11/01/12

Reference: 305 227 423H

Job Seeker Identification Number: 087 237 8509

Australian Government

Mr Steven Ioannidis
10 Raleigh St
FOOTSCRAY VIC 3011

- 14 DAYS

Centrelink
giving you options

23 November 2011

# Confirmation of your intention to claim

We confirm that Centrelink was contacted on 23 November 2011 about your intention to claim Carer Allowance. To make sure that you receive your payment from the earliest possible date, you must return your claim on or before 07 December 2011.

If you cannot provide any of the requested documents and medical report(s) **within 14 days**, return the claim form by the due date.

Please contact us immediately if you have any difficulty in returning your claim by 07 December 2011.

**Included with this letter**

| Document | Description |
|---|---|
| 1 x CI015 | - Information You Need To Know About Your Claim For Carer Allowance |
| 1 x EN278 | - A4 - Reply Paid Envelope |

**Forms**

Please complete and sign the enclosed forms.

| Document | Description |
|---|---|
| 1 x SA409 | - Claim for Carer Allowance |
| 1 x SA332A | - Carer Payment and/or Carer Allowance Medical Report For a person - 16 years or over |

**Filling in the forms**

The following forms must be completed for each person 16 years or over you are claiming for.

1 x Carer Payment and/or Carer Allowance Medical Report For a person - 16 years or over

Continued on the back

## Contact information

If you have any questions about this letter please ring

13 2717 OR
13 1202 for Multilingual Services

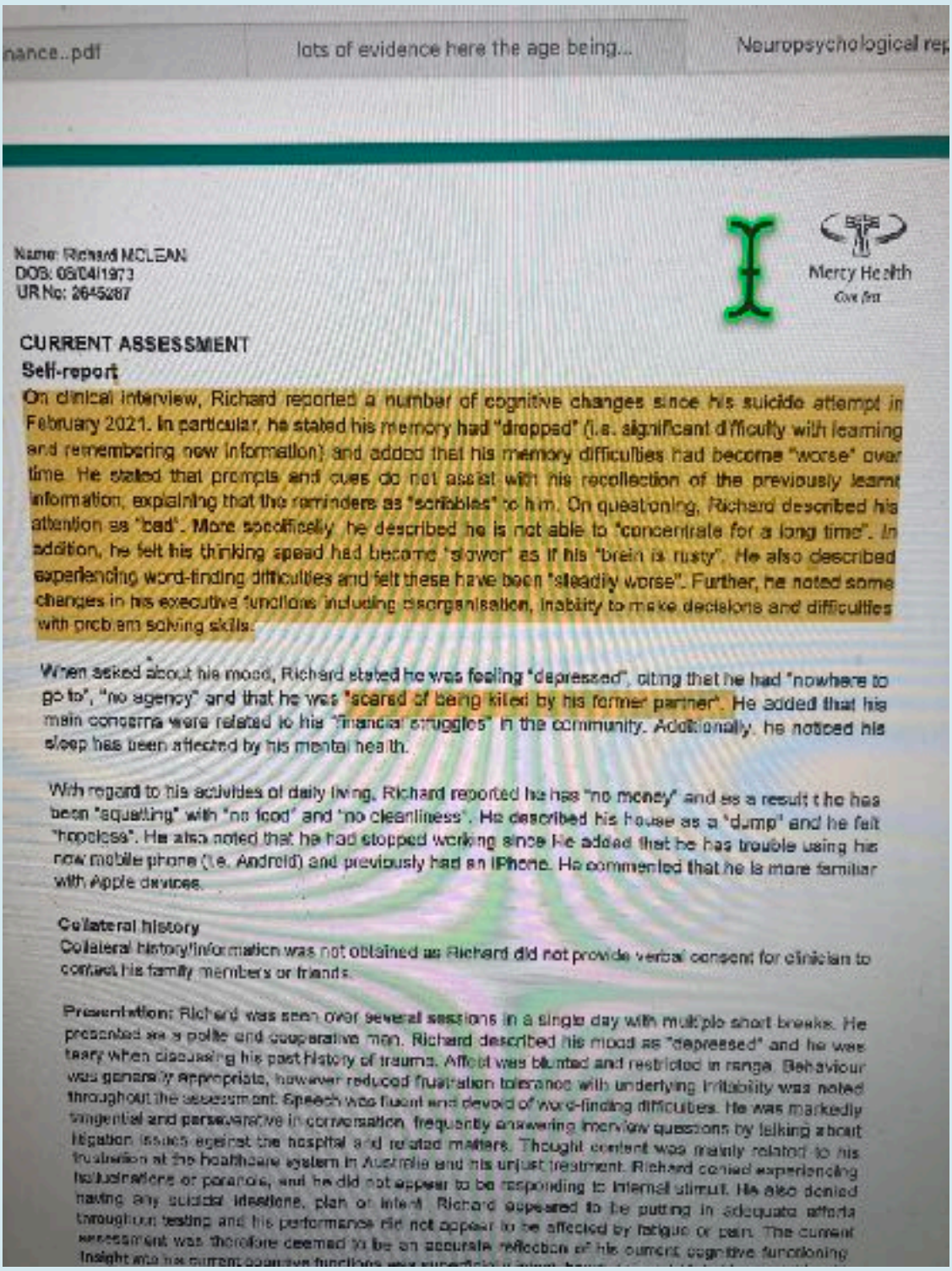
Monday – Friday 8.00 am – 5.00 pm
(Please quote reference number 305 227 423H)

Your local Centrelink Office:
Metro West
Corner Albert & Paisley St
Footscray VIC 3011

Office Hours:
Monday to Friday 8.00am – 5.00pm

www.centrelink.gov.au

**Why my PID has disclosable conduct is that there is a clear conspiracy to pervert the course of justice which identifies me vilifies me and victimises me. It has universally exploited me which was the causation of my suicide attempt in Feb 2021. It was deemed 'fatal'. I was revived from certain death and now live with a cognitive brain impairment.**



nance..pdf | lots of evidence here the age being... | Neuropsychological rep

Name: Richard MCLEAN
DOB: 05/04/1973
UR No: 2645287

Mercy Health

**CURRENT ASSESSMENT**

**Self-report**

On clinical interview, Richard reported a number of cognitive changes since his suicide attempt in February 2021. In particular, he stated his memory had "dropped" (i.e. significant difficulty with learning and remembering new information) and added that his memory difficulties had become "worse" over time. He stated that prompts and cues do not assist with his recollection of the previously learnt information, explaining that the reminders as "scribbles" to him. On questioning, Richard described his attention as "bad". More specifically, he described he is not able to "concentrate for a long time". In addition, he felt his thinking speed had become "slower" as if his "brain is rusty". He also described experiencing word-finding difficulties and felt these have been "steadily worse". Further, he noted some changes in his executive functions including disorganisation, inability to make decisions and difficulties with problem solving skills.

When asked about his mood, Richard stated he was feeling "depressed", citing that he had "nowhere to go to", "no agency" and that he was "scared of being killed by his former partner". He added that his main concerns were related to his "financial struggles" in the community. Additionally, he noticed his sleep has been affected by his mental health.

With regard to his activities of daily living, Richard reported he has "no money" and as a result he has been "squatting" with "no food" and "no cleanliness". He described his house as a "dump" and he felt "hopeless". He also noted that he had stopped working since. He added that he has trouble using his new mobile phone (i.e. Android) and previously had an iPhone. He commented that he is more familiar with Apple devices.

**Collateral history**

Collateral history/information was not obtained as Richard did not provide verbal consent for clinician to contact his family members or friends.

**Presentation:** Richard was seen over several sessions in a single day with multiple short breaks. He presented as a polite and cooperative man. Richard described his mood as "depressed" and he was teary when discussing his past history of trauma. Affect was blunted and restricted in range. Behaviour was generally appropriate, however reduced frustration tolerance with underlying irritability was noted throughout the assessment. Speech was fluent and devoid of word-finding difficulties. He was markedly tangential and perseverative in conversation, frequently answering interview questions by talking about litigation issues against the hospital and related matters. Thought content was mainly related to his frustration at the healthcare system in Australia and his unjust treatment. Richard denied experiencing hallucinations or paranoia, and he did not appear to be responding to internal stimuli. He also denied having any suicidal ideations, plan or intent. Richard appeared to be putting in adequate efforts throughout testing and his performance did not appear to be affected by fatigue or pain. The current assessment was therefore deemed to be an accurate reflection of his current cognitive functioning.

Insight into his current cognitive functions was superficial [illegible]

It is also responsible for my pain and suffering and me living way below the poverty line for years on end.

The charter of human rights of a person with a disability is not being upheld and that is a founding document which underpins all laws in this country. It states a person with a disability should not be discriminated against, should not be exploited, should not have their property (and money) redacted from them, not to have the sanctity of life removed, and not be tortured. It also states a person with a disability should have equality before the law and access to the law and this has never been more false for me.

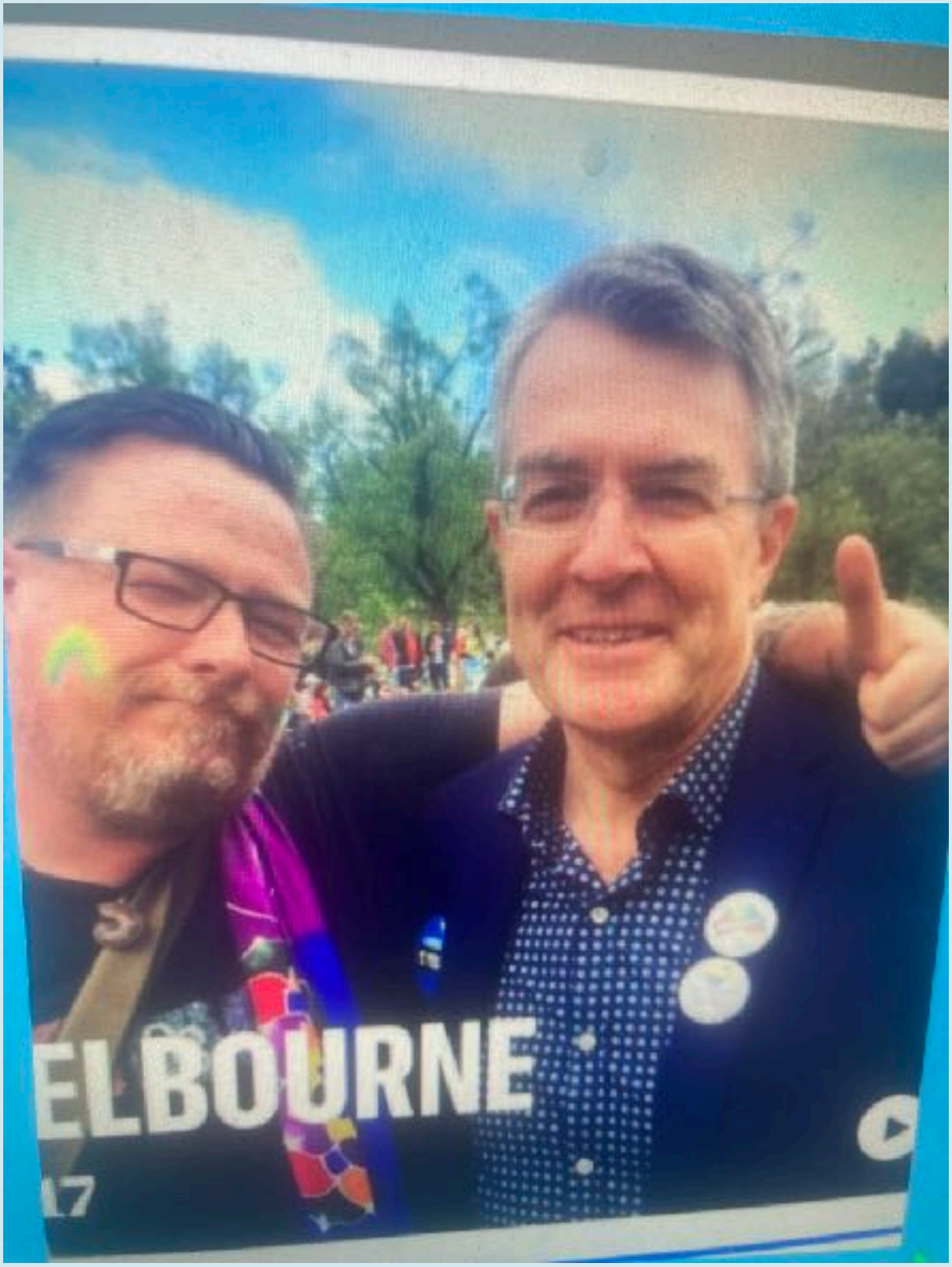
Despite the enormous amount of grievances below which would demand compensation, settlements, insurances, royalties and other detriment payments my lawyer John Boyle has witnessed me become incarcerated live in poverty the entirety of my worldly possessions destroyed and me become homeless without enough to eat and he still did not follow my instructions to demand settlements. In the entire say, six months of me engaging him he has billed me $30000 and another cost agreement of $210000 for the family law issue whilst overseeing my personal destruction hunger incarceration being beaten up run over by a car and victimised to such a profound degree one would be stupid to think that this vile oppression would not at some point drive me to suicide again.



I am paranoid my public interest disclosure won't get over the line because mark Dreyfus the attorney general who oversees the commonwealth ombudsman refuses to acknowledge me. That evidence is in the above video.

I wish to say right up front that the attorney general Mark Dreyfus won't respond to me, here is his office rejecting me, just as Michael Cash did before in the last government:

I demand whistleblower protections for myself and for Tony Riddell who details how the Australian Government psychometrically profiles people and 'sacrifices' them after identifying them then victimising them: Tony Riddell and Rich Mclean chat and his experience and knowledge explains how it is that I have come to be scapegoated.



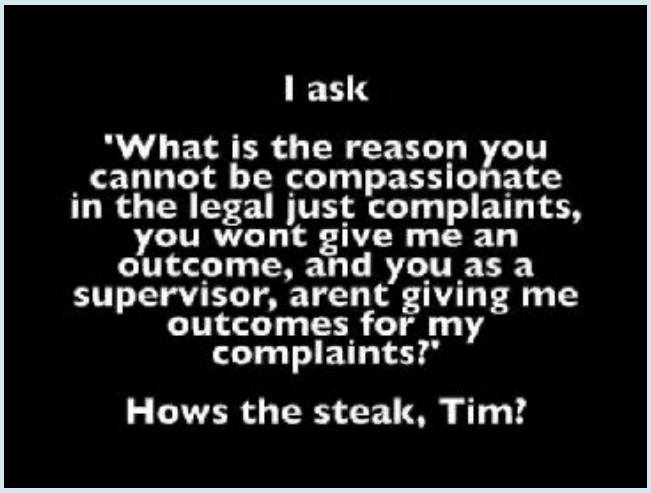

**Where are you mark Dreyfus? I am a member of the public in a country you are a public official in?**

After I made this video on 04/08/2022 the police violently kicked in my door and cuffed me to a psychiatric ward where I was imprisoned for two months . Whilst I was there the hospital and the police and the community care team and everyone I know oversaw the landlords destruction of everything I own and it was all taken to the tip.

What is evident is that I was asking for help and I knew I was at risk - at risk by the very people that are supposed to be helping me and protecting in the community.



I am banned at AFCA causing massive financial detriment, and Tim Gos was pivotal in delaying denying deferring my just compensations leading to financial distress even after I had attempted suicide. He is well aware of my finances and he is acutely aware that in AFCA's own literature that a financially marginalised person is supposed to have their determinations concluded within four weeks. Mine excruciatingly took over a year and a half.

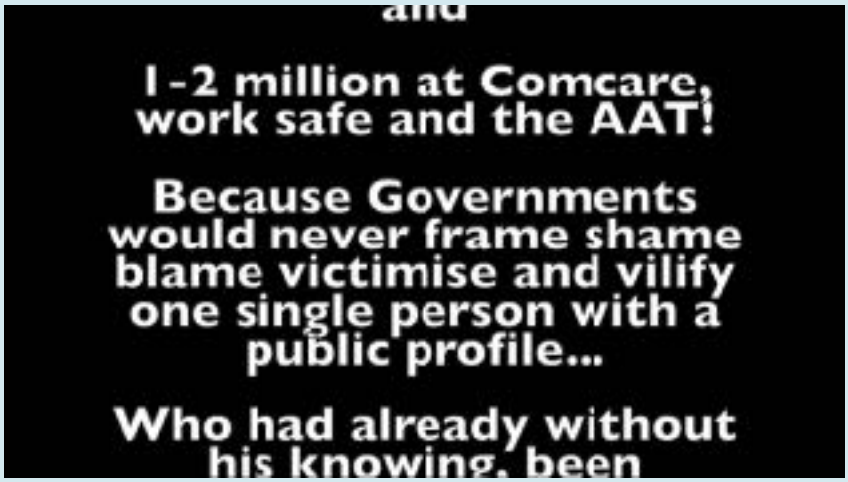



Tim Gos acted to delay deny defer my rulings that should by their own literature should have been done in four weeks for a marginalised person,

I lost 1.5 million at AHRC in a totally non - impartial decision by liz lindsberg. This is the moment I lost a potential 1.5 million dollars in a detriment for a TPD and income assist protection from Australian Super and TAL. It is an insurance I could have used now with a brain injury. I am aware it is explicitly the Australian Government financially oppressing me in clever ways because I approached TAL personally and directly and they offered a settlement of $50000.

The finance minister Birmingham rejects my CDDC scheme compensations.

In the video above you can pick the second liz Lindberg free kicks a 1.5 million potential settlement to the opposition of Australian super and under writer TAL. The decision was not impartial whatsoever. I know this because I approached TAL for a settlement and they provided a token one.



**In the video below my former partner owes me a legal fair equitable settlement, (here I am giving him the engagement ring in 2011). There is no doubt the relationship existed.**



# DISCLOSABLE CONDUCT:

**It is NOT ok that the following things have happened. It details the names of various public servants who are complicit in disclosable conduct and my victimisation:**

4. The office of prime minister and cabinet refuse my FOI.
5. Attorney general Mark Dreyfus and his staff intentionally avoid acknowledging me who is a member of the public,
6. That Deborah Glass never acknowledge my concerns as the Victorian Ombudsman
7. For me to be banned at AFCA following being set up by Tim Gos and that I lost over 2 million potential dollars in detriment for threatening to expose the truth
8. For Liz Lindsberg at AHRC to free kick a 1.5 million settlement to the opposition causing 1.5 million detriment

9. David Irvine was aware I was on a pension and so that is disclosable conduct.

10. I am banned at work safe,

11. The old boss at work safe was Paul Fowler - WorkSafe forced me to comcare then Paul fowler rejected me at ComCare and this is corruption,

12. This is despite my contract being with a victorian statutory authority and I was only legislated to work in Victoria  therefore my insurance is at work safe,

13. I was rejected my workers compensation at ComCare,

14. The AAT member Purnell and Kate Watson who is a lawyer defending the governments decision further redacted my prosperity by ruling me not to be paid work cover and again forcing it through on 06/04/2023 which is illegal under the charter of human rights,

15. Danny Pearson the work place minister refused to respond to me despite if liability cannot be determined then it becomes a liability of the minister and or agency,

16. I sent an email to all parliamentarians with no response,

17. I sent a PID to sia.lagos@fedcourt.gov.au they have 14 days or until next Tuesday to acknowledge it,

18. A Geelong magistrate cited my own child sexual abuse VOCAT case as 'doomed to fail',

19. Likely because of Russell Ball who is a lawyer who informs Government policy and also the ombudsman - he framed me in regards to a malpractice complaint,

20. My website and digital identity were destroyed by Micron21,
21. The SFBEO covered it up,
22. The telecommunications industry ombudsman covered it up,
23. My ABN was cancelled,
24. I was violently beaten up twice, and hospitalised with broken bones and gashes requiring stitches and broken bones,
25. VOCAT refused to pay again for the violence,
26. The victims of crime refused to help me,
27. I was violently beaten up inside Weribee mercy hospital, in a set up,



28. I attempted suicide inside Weribee mercy in Feb 21 and there is now a cover up from all concerned including the hospital about a possible settlement,

29. I suffer a cognitive brain impairment as a result,

30. I have been rejected my dexamphetamine script after being praised for its success by Dr David Horgan,

31. My evidence in the malpractice case was covered up by The Police AHPRA NHPOPC IBAC The Victorian Inspectorate and the Ombudsman,

32. Only weeks later, I was fired from The Age where I worked as a news graphics artist and illustrator for five years.

33. I have never been able to get a lawyer who is ballsy enough to get a single issue over the line despite being in debt to John Boyle $30000 and costings of $210000 - this is clearly taking advantage of a marginalised person.

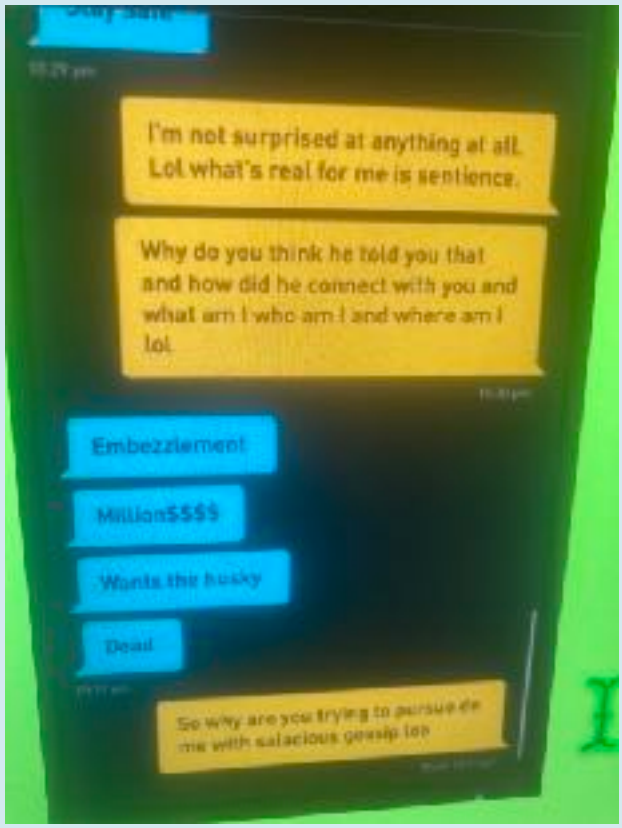
34. My enemies are not only in the Government. Here, the Herald sun - where I previously worked - humiliate and vilify me for my human rights awarded book 'recovered Not Cured a Journey through schizophrenia' (Allen and Unwin, 2002).




35. That AHRC totally ignore my email detailing the profound abuse neglect and victimisation
36. For finance minister Birmingham to reject my CDDC detriment payment
37. Attorney general Michaelia Cash not intervene my many emails that detail corruption at AHRC, AFCA and AAT

38. For Kate Watson defending Governments non acknowledgement of compensation as a person with a disability

39. My former partner still threatens to kill me and also my husky crystal and family violence is never ok. It is a threat I cannot report to police and I demand protection because he would kill if he had the chance.




40. For me to suffer a self inflicted injury inside a hospital from the intelligently designed vagrancy

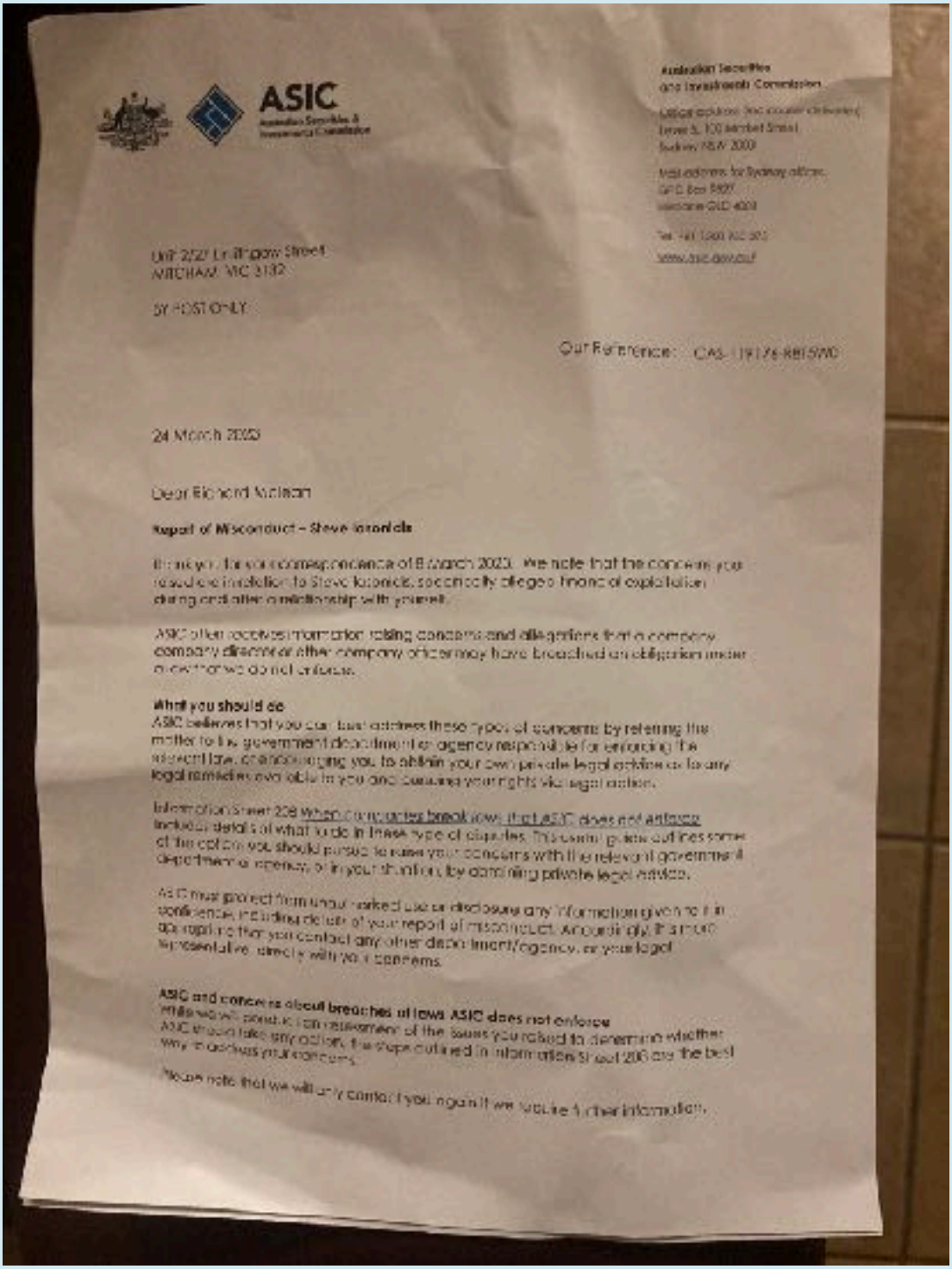
41. That injury under a duty of care caused cognitive impairment with no compensation

42. That I was run over by a car injuring my dog and I (likely an undercover Government set up),

43. That Ben Calder Ombudsman covered up the abandonment of duty of care
44. That the Government conceal my relationship with an ASIO employee Steve Stefen Stefan Iasonidis
45. That the ASIO employee Steve had exploited me - a disabled person and
46. No settlement or separation of assets occurred and he maliciously acted to imprison me in a psychiatric ward
47. That Steve admitted he was present at murders at Collingwood and Broome
48. Police fail to respond to my information
49. That after two years of suffering workplace injury I never received workers compensation
50. This is despite legislation which states if no liability in 21 days then the agency is liable and the Minister
51. That the work place Danny Pearson refused to acknowledge this and my email
52. That a worker never be paid insurance from HCF I was legitimately covered and insured for
53. Then be banned from contacting the insurance company HCF despite still paying the premium
54. That my twenty year old www.richmclean.com.au website - also his ABN - be maliciously destroyed
55. That SMFEO and telecommunications ombudsman and additionally business.gov do nothing protecting Micron21

**56.** That I write to the Australian legal bar asking why I have never had a lawyer and they refuse to acknowledge me

**57.** AFCA, ASIC, Centrelink and the office of prime minister and cabinet refuse to acknowledge my relationship with Steve, protecting his money and his role as a public official.



ASIC

Unit 2/27 Lindrow Street
WITCHAM VIC 3132

BY POST ONLY

Our Reference:

24 March 2023

Dear Richard Nolan

**Report of Misconduct – Steve Ironicle**

...ank you for your correspondence of 8 March 2023. We note that the concerns you ...raised are in relation to Steve Ironicle, specifically alleged financial exploitation during and after a relationship with yourself.

ASIC often receives information relating concerns and allegations that a company, company director, other company officer may have breached an obligation under ...aw that we do not enforce.

**What you should do**
ASIC believes that you can best address these types of concerns by referring the matter to the government department or agency responsible for enforcing the relevant law, or encouraging you to obtain your own private legal advice or to any legal remedies available to you and pursuing your rights via legal action.

Information Sheet 238 *When do I report breaches of the law?* (INFO 238) explains what is included in details of what to do in these type of disputes. This sheet also outlines some of the options you should pursue to raise your concerns with the relevant government department or agency, or in your situation, by contacting private legal advice.

As it may protect from unauthorised disclosure any information given to it in confidence, including details of your report of misconduct. Accordingly, it is not appropriate that you contact any other department/agency, or your legal representative, directly with your concerns.

**ASIC and concerns about breaches of laws ASIC does not enforce**
While we will consider all statements of the issues you raised to determine whether ASIC should take any action, the steps outlined in information sheet 238 are the best way to address your concerns.

Please note that we will only contact you again if we require further information.

We hope this information is of assistance to you.

Yours sincerely

**Jordon Koningham**
Analyst, Misconduct & Breach Reporting
**Australian Securities and Investments Commission**
Level 5, 100 Market Street, Sydney NSW 2000
Tel: 0478 547 430
jordon.koningham@asic.gov.au

ASIC

58. That a psychiatrist Dr David Horgan praise the use of a drug and prescribe it and then neglectfully abandon me

59. That Dr Whittaker was negligent and Mr Russell Ball who informs Government policy and advises the ombudsman
silence my evidence

60. That that evidence was banned at HCC, MHCC, The Police (Christopher Roberts), IBAC, The Victorian Inspectorate, AHPRA, NHPOPC and The Ombudsman,

61. The department of finance reject my clear detriment in all ways in the CDDC scheme and gracias payments.

62. 28.That in protesting the harm caused me HCC, MHCC, The Ombudsman, Weribee Mercy Hospital cover up negligence,

63. That I was violently attacked and had my nose broken by another patient - quite probably set up that way as a Government thug - and injuring me inside a hospital and nothing done about it,

64. Tim Gos used his position of political privilege to delay deny and defer my valid financial settlements,

65. APRA Peter Dunstan rejected my whistleblower statement citing I was not able to do so. When I replied with my Government login at DSS - he ignored me.

66. Bankruptcy people know full well that my former partner owes me a settlement and that I should never have had to go bankrupt but they will not intervene nor act.



Australian Government

Department of Finance

Our Ref: DPS22/0334

Dr Rich McLean
2 McCubbin St
FOOTSCRAY VIC 3011

**By email only**: richarddrews.stuff@gmail.com

Dear Dr McLean

**Act of Grace Request**

I refer to your application for an act of grace payment, received by the Department of Finance (Finance) on 19 August 2022. The request relates to allegations about the conduct of various private individuals and organisations, as well as complaints regarding your interactions with a number of agencies, including Services Australia: Centrelink and the Australian Securities and Investments Commission (ASIC).

The act of grace mechanism is generally a remedy of last resort and is not used when there is another viable remedy available to provide redress. Furthermore, the act of grace mechanism is generally only available to provide a remedy for the actions of a non-corporate Commonwealth entity (NCE). A list of NCEs is available on the Finance website. If the entity you have been dealing with is not an NCE, it is unlikely that Finance can consider your requests that relate to those entities.

I have reviewed the large volume of material that you have provided in support of your act of grace application.

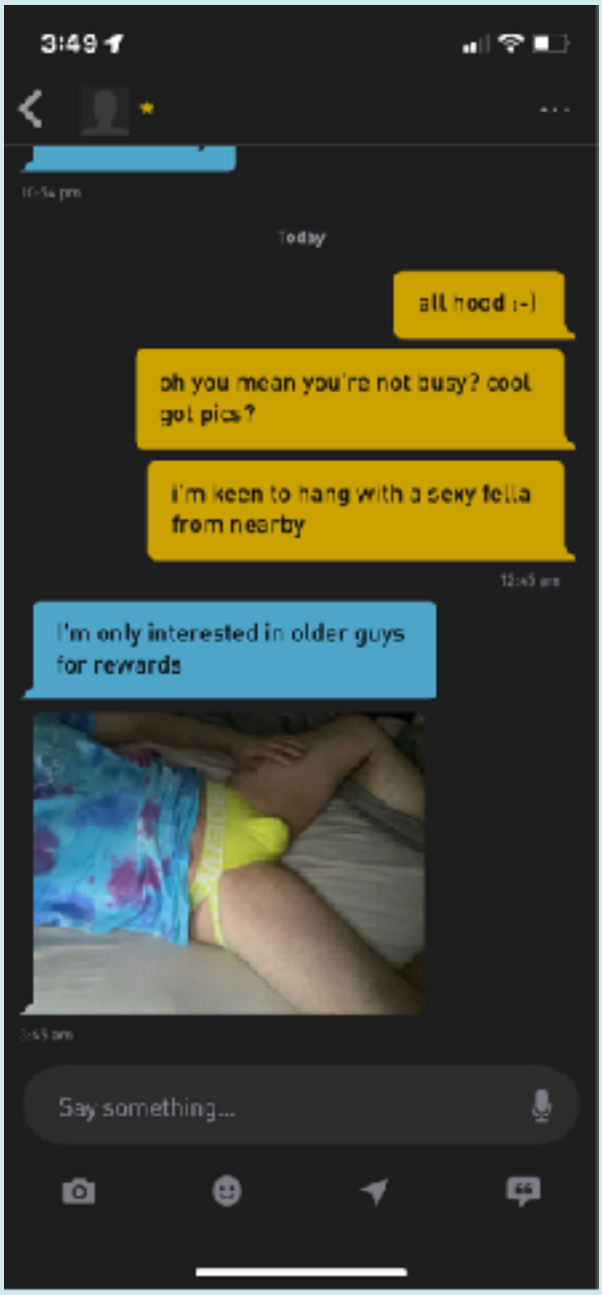
**Non-Commonwealth agencies**

I note that the majority of your matters relate to private individuals and organisations, state government matters, and Corporate Commonwealth entities – all of which fall outside of the scope of the discretionary payment mechanisms that are available under the *Public Governance, Performance and Accountability Act 2013* (PGPA Act). If a request relates to the actions of a state or territory government department, or a private organisation (i.e. does not relate to the acts or policies of a non-corporate Commonwealth entity), an act of grace payment is unlikely to be appropriate and you should contact the relevant organisation directly to discuss the redress or review options that may be available to you to resolve your circumstances.

**67.** **HCF Sheena Jack is complicit in my financial destruction and did so with impunity and now I am banned from contacting them.**

**68.** **IBAC Sue at IBAC is exceptionally aware of my abuse and does nothing about it - refusing my whistleblower statement and need for protections**

and following I lost the entire contents of my home and was needlessly incarcerated and run over by a Government car and ran out of my house by cops threatening me with the mental health act. I was additionally beaten up inside a hospital once and another violent assault in which I was hospitalised with broken bones and lacerations.



69. Comcare are complicit in the victimisation with Paul fowler rejecting my work cover. He was the old boss at work safe - and I was forced to comcare in an elaborate set up to be rejected.

70. AAT member Purnell and Kate Watson act outside their professional remit and in spite of human rights charters and force my hearings when they know I am a scapegoat and can get no lawyer.

71. Every lawyer that framed me. The legal fraternity especially the Australian legal bar are complicit in following Russell balls instructions of me never having equitable representation and all the main large law firms have psychometrically profiled me and rejected me.

72. (Above): you better believe that people on Grindr nearby are setting me up with evidence that I have sex with inappropriately aged guys.

73. AFCA. I am banned here from commonwealth statutory authority as a member of the public for what? Threatening to call out a conspiracy which is actually happening.

74. AHRC. Liz Lindsberg free kicks a 1.5 million dollar supposedly impartial decision to the opposition. Further they reject all my complaints.

75. APRA. They refuse my whistleblower statement.

76. OPP have rejected my reporting of a reportable death of me inside a hospital and refused to acknowledge me.

77. Weribbee mercy mental health have further oppressed me and retraumatised me by keeping me a political prisoner in the same location I suffered a fatal injury.

78. Salt water Clinic are supposed to care for me in the community but have only served to embolden my abuse and suffering and lock me away. I have only ever received two $50 vouchers for Coles and one $100 Kmart voucher from Kade Mollison - a gutless pawn who is an apologist for the hospitals neglect and malpractice.

79. NHPOPC - Preya MacKenzie silenced my recording of malpractice and elongated my distress at not being acknowledged as a suicidal patient.

80. Police - especially in Footscray elongate my abuse and oversaw the destruction of everything I own.

81. Federal Police have ignored my many reports of my treatment and my business being destroyed.

82. Maribyrong Criminal Investigations Unit covered John Whittakers arse in line with Russell balls framing of me.

83. Justice connect refused to help me.

84. IBAC refused my whistleblower statement.

85. Vic Ombudsman - Ben Calder at first acknowledged my sucide attempt was with an agreed illegal contraband and then acted to cover it up.

86. Weribbee Mercy Hospital are supposed to care for me but care means a cup of tea and a hug not locking you in a dark room with no stimulation, taking your freedom, keeping you political prisoner or overseeing the destruction of everything you own and then covering up a heinous neglect and brain injury that happened on their watch under a duty of care.

87. **Stevenson (Prof) is the hospital representative who covers up my acquired brain injury and the heinous neglect.**

88. **Micron 21 a web hosting company linked to the Government with malice destroyed my website and my business.**

Dear Rich

James here from Micron21, Managing Director.

Effective from 1pm today the 4th of September 2021 I am terminating without warning all services that you have with Micron21.

I have personally removed all your accounts and data, and any backups which Micron21 holds.

I no longer will allow any of my staff to waste time reading about your conspiratorial and or rude emails and waste our time on services you are not paying for.

I wish you the best of luck with your court case, however, Micron21 no longer will be a part of this.

For your reference, I am going to put in place a block to stop any emails coming from you to my Micron21, so please do not reply to this email as it will be automatically blocked.

If you have any problems you can call me directly on 0488 997 207, however, you are now no longer a customer of Micron21.

Thank you and goodbye!

Kindest Regards

**James Braunegg**
**P:** 1300 769 972 **or** 03 9751 7690 **E:**
james.braunegg@micron21.com

89. IHRMA
90. VMIAC
91. Centrelink
92. Dr Moore
93. Dr Whittaker
94. Dr Cooper
95. Dr ed?
96. Dr David Horgan
97. Millenium Medical centre
98. OAIC
99. FOI Police
100. VOCAT
101. Geelong Magistrates Court
102. AFCA
103. AHPRA
104. Australian Medical Review Board
105. Steve Stefen or Stefan Iasonidis my former sociopath who worked for ASIO
106. My parents
107. My sister
108. My brother

*These issues are a serious breach of the charter of human rights for a person with a disability.*

*Victimisation is against the law.*

*A conspiracy to pervert the course of justice has and is occurring.*

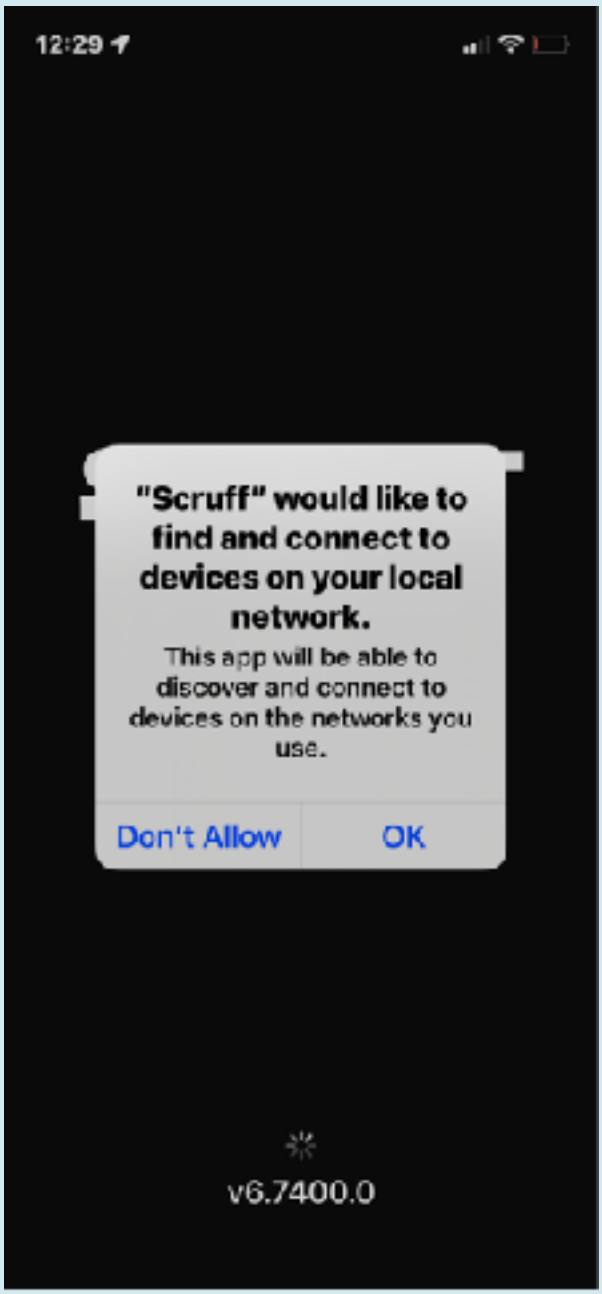
*Steve Iasonidis will likely kill me and has already threatened to do so because he was apparently done for embezzlement and he also has recently threatened to kill my dog Crystal - I demand protections from this profound abuse and family violence.*

*I demand enough compensations from either a gracias payment or the CDDC schemer by getting me a lawyer who isn't afraid to demand a settlement or any of my compensations being ruled to be paid in order to get me financially over the line that my basic needs are met including:*

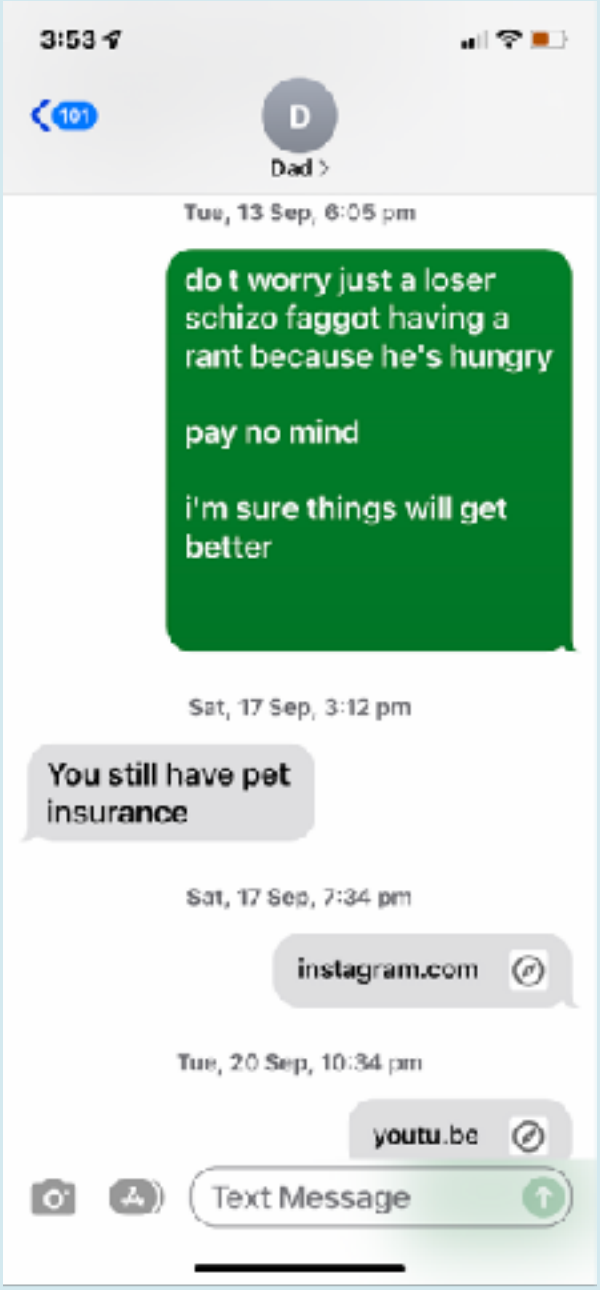
- *A home,*
- *Enough food,*
- *Enough Medicine,*
- *A psychiatrist I can afford to get my dexamphetamine so I won't have to resort to street drugs.*
- *A hidden location with surveillances to protect me from potential violence.*

*(Below) You better believe that most people have no compassion and are easy to judge me as 'crazy' with zero investment in my predicament and refuse to acknowledge the state of privilege they are obviously in to dismiss me.*

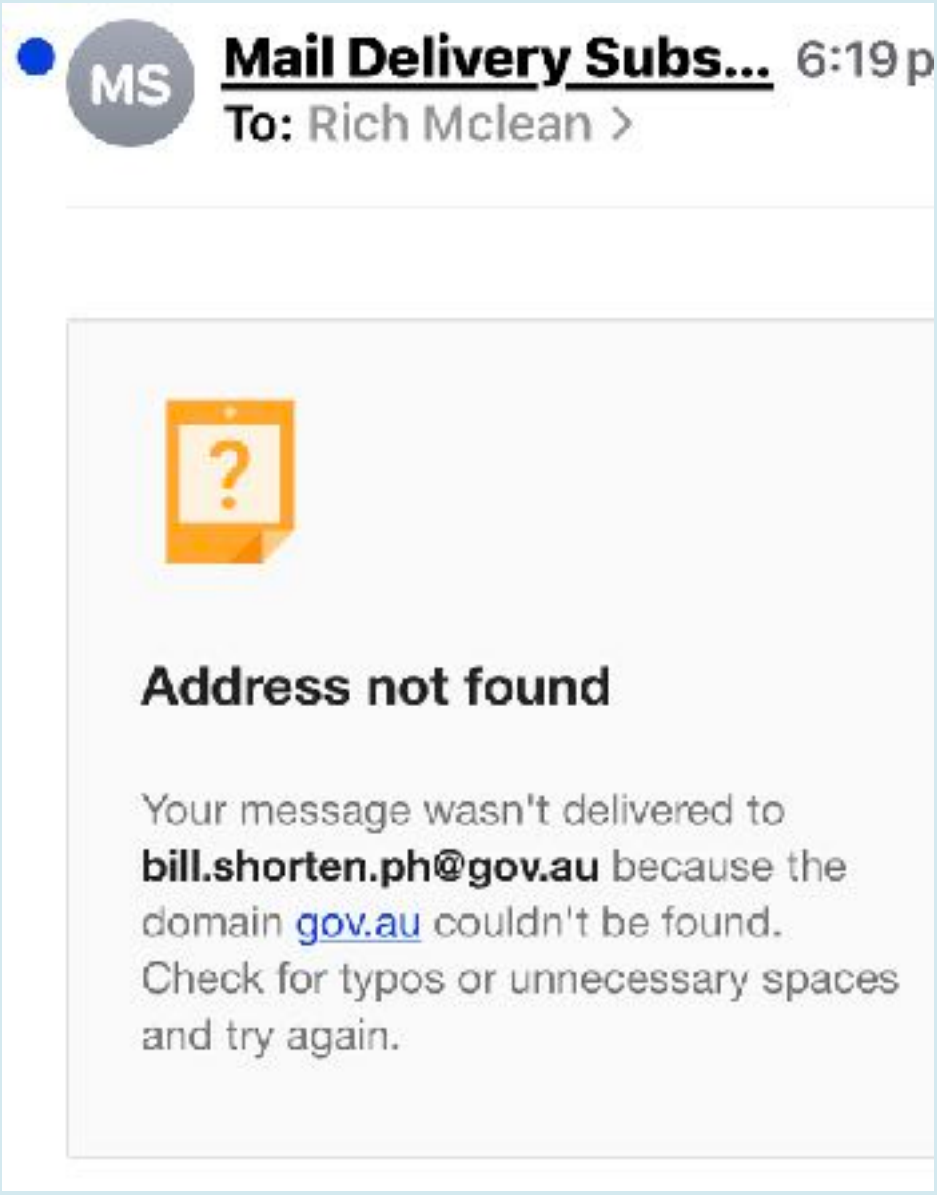
*(Below) My social media apps connect to my computer and private network.*




*(Below) Its true my family have forsaken me.*

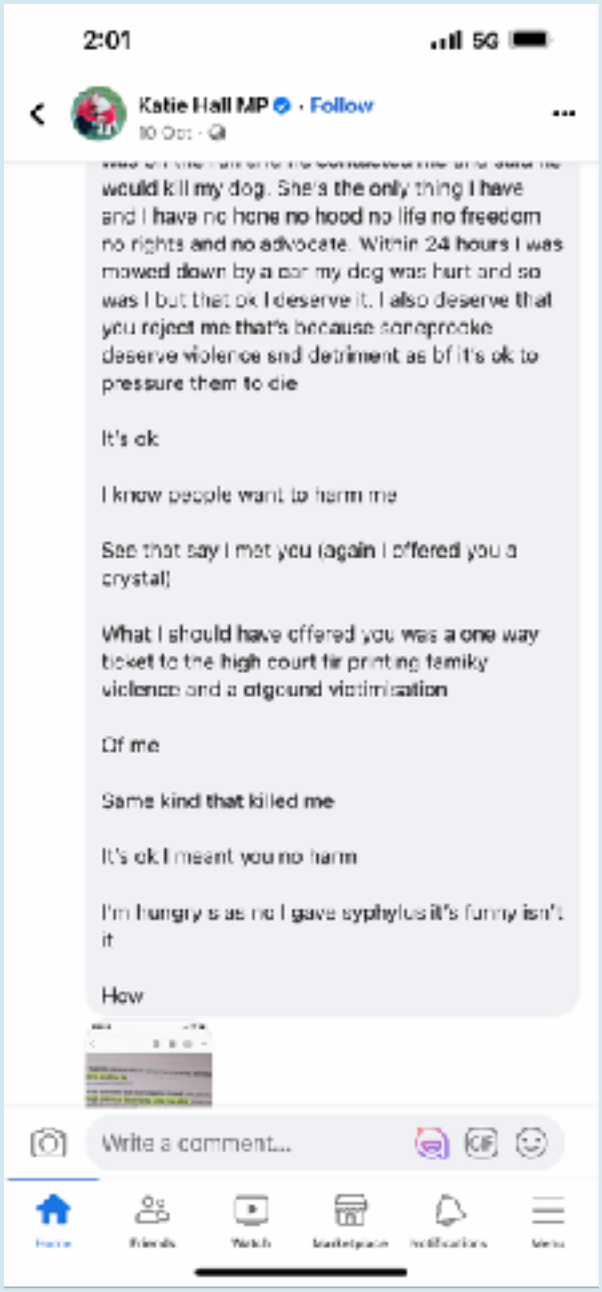

3:53
101
D
Dad
Tue, 13 Sep, 6:05 pm
do t worry just a loser schizo faggot having a rant because he's hungry
pay no mind
i'm sure things will get better
Sat, 17 Sep, 3:12 pm
You still have pet insurance
Sat, 17 Sep, 7:34 pm
instagram.com
Tue, 20 Sep, 10:34 pm
youtu.be
Text Message

*(Below) This happens all the time I am blocked fromGovernment websites as a serial pest. Here I canfnotemail Bill Shorten - who could easily acknowledge I am a worker framed by the NDIS and instantly grant my workers compensation. He refuses to acknowledge me.*

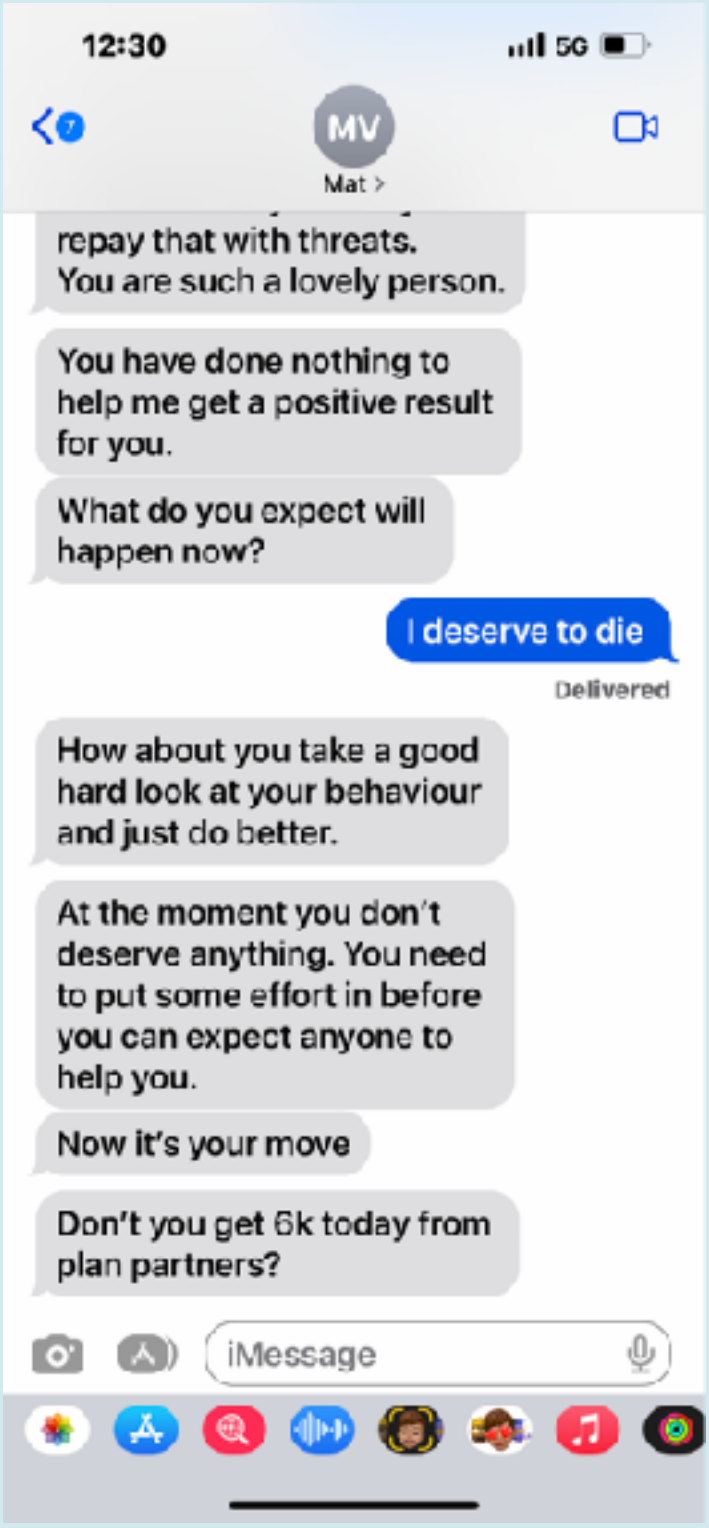


*(Below) Obviously I'm in the too hard basket for my local MP Katie Hall who has repeatedly rejected my situation and overseen my destruction.*

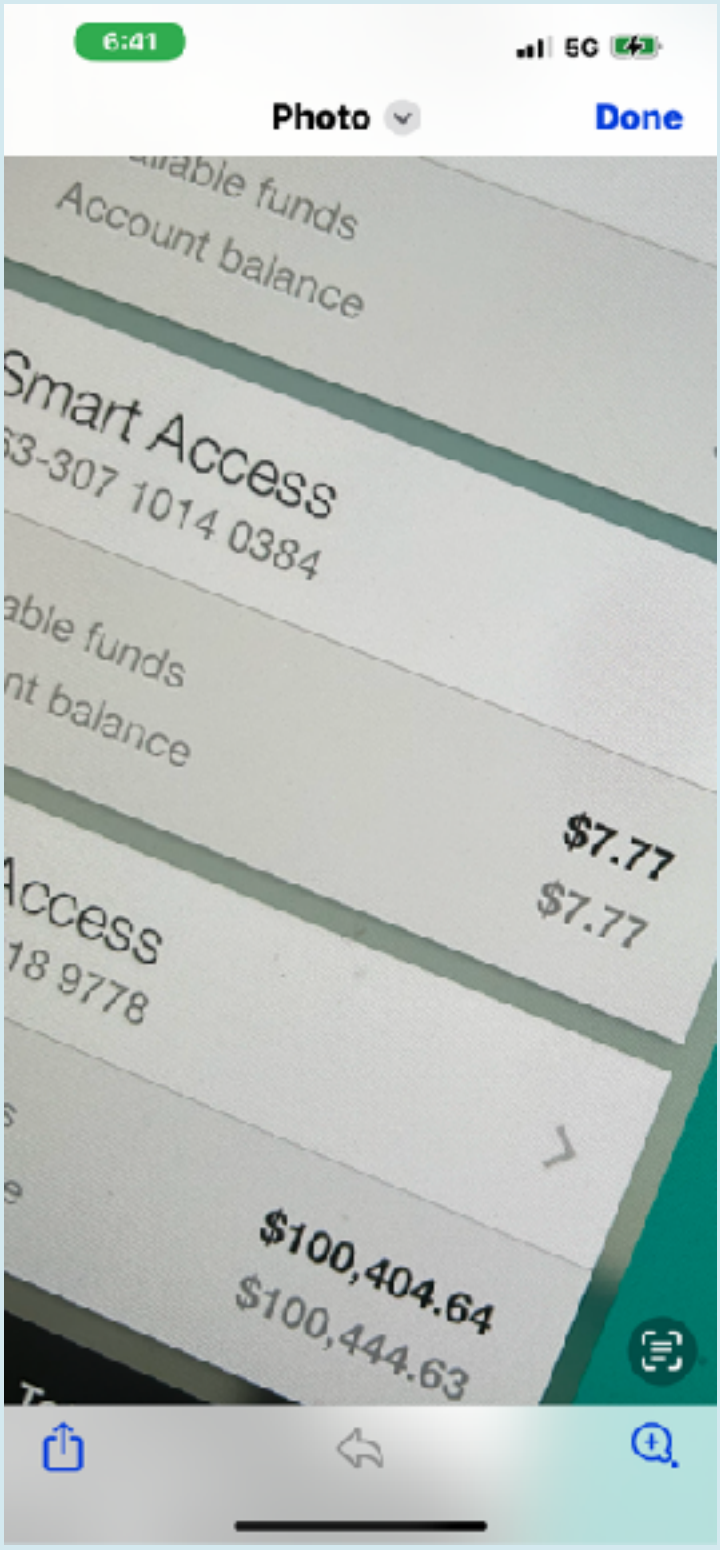


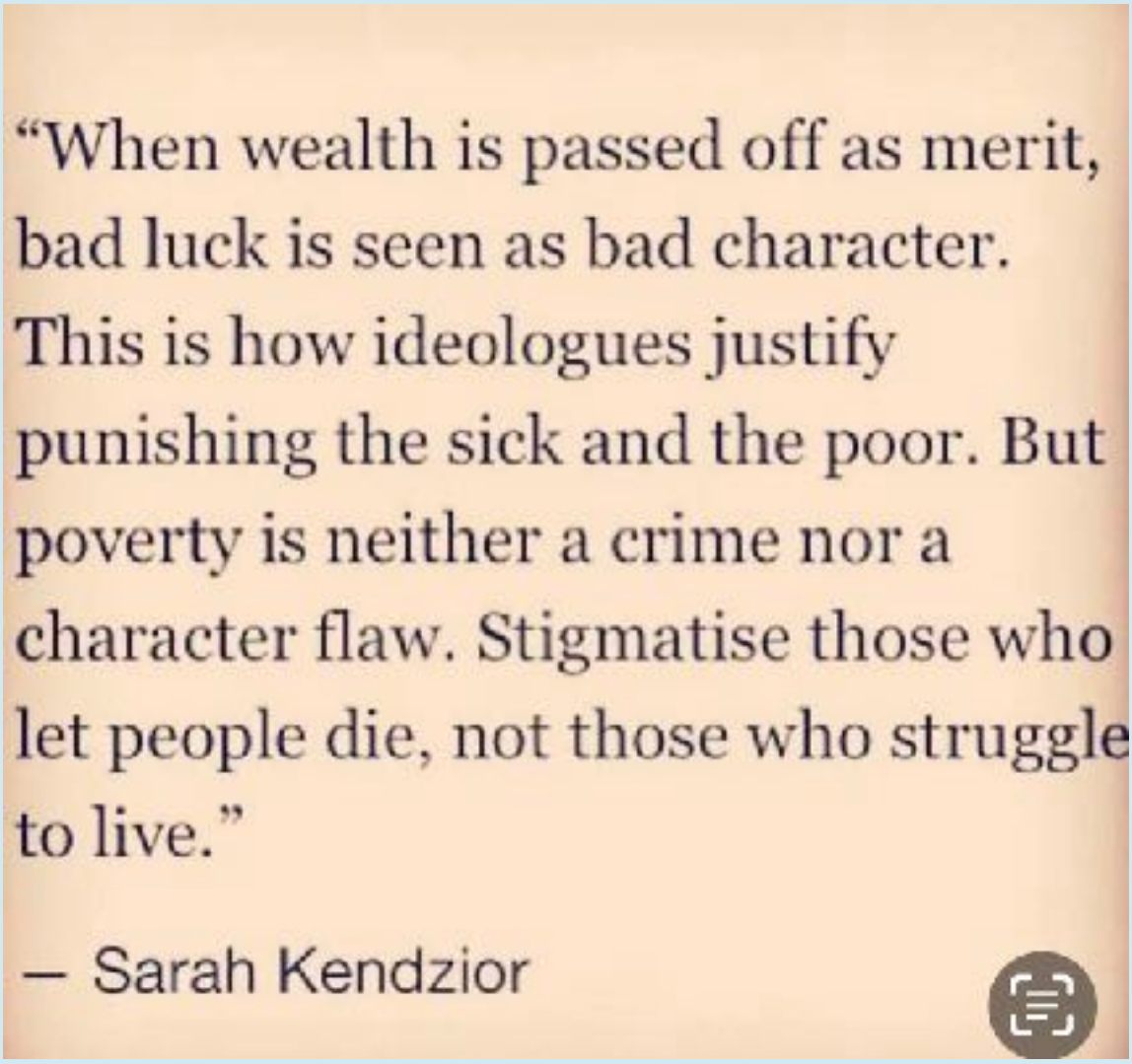
*(Below) Friends likeMat Vonarx supposed to be helping me don't think I deserve anything. I wonder how this has become?*



*(Below) So much for being an extortionist... In 2019 I was randomly gifted $100000 grand. The person who gave it to me said it was a mistake as voices told him to do it - so I gave the money back.*



*(Below) This quote should be on every privileged persons wall.*



*(Below) I oppose my hearing on the 06/04/2023 at the AAT for my work cover case hearing. Kate Watson acts outside her remit as a lawyer holding a position and member Purnell is a person who also is demanding my hearing and that is in opposition to the charter of human rights for a person with a disability in that I don't have equality before the law nor access to it.*

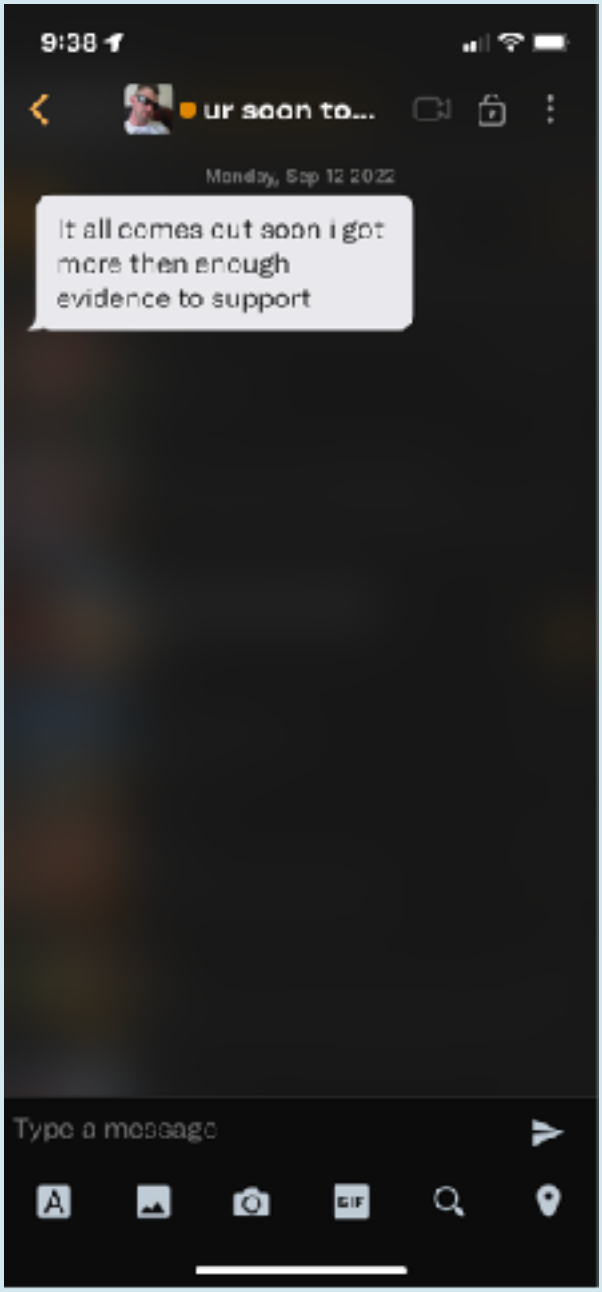


*(Below) What a surprise I am blocked on social media from reporting to the federal police. Likewise my YouTube channel is unable to be commented on.*

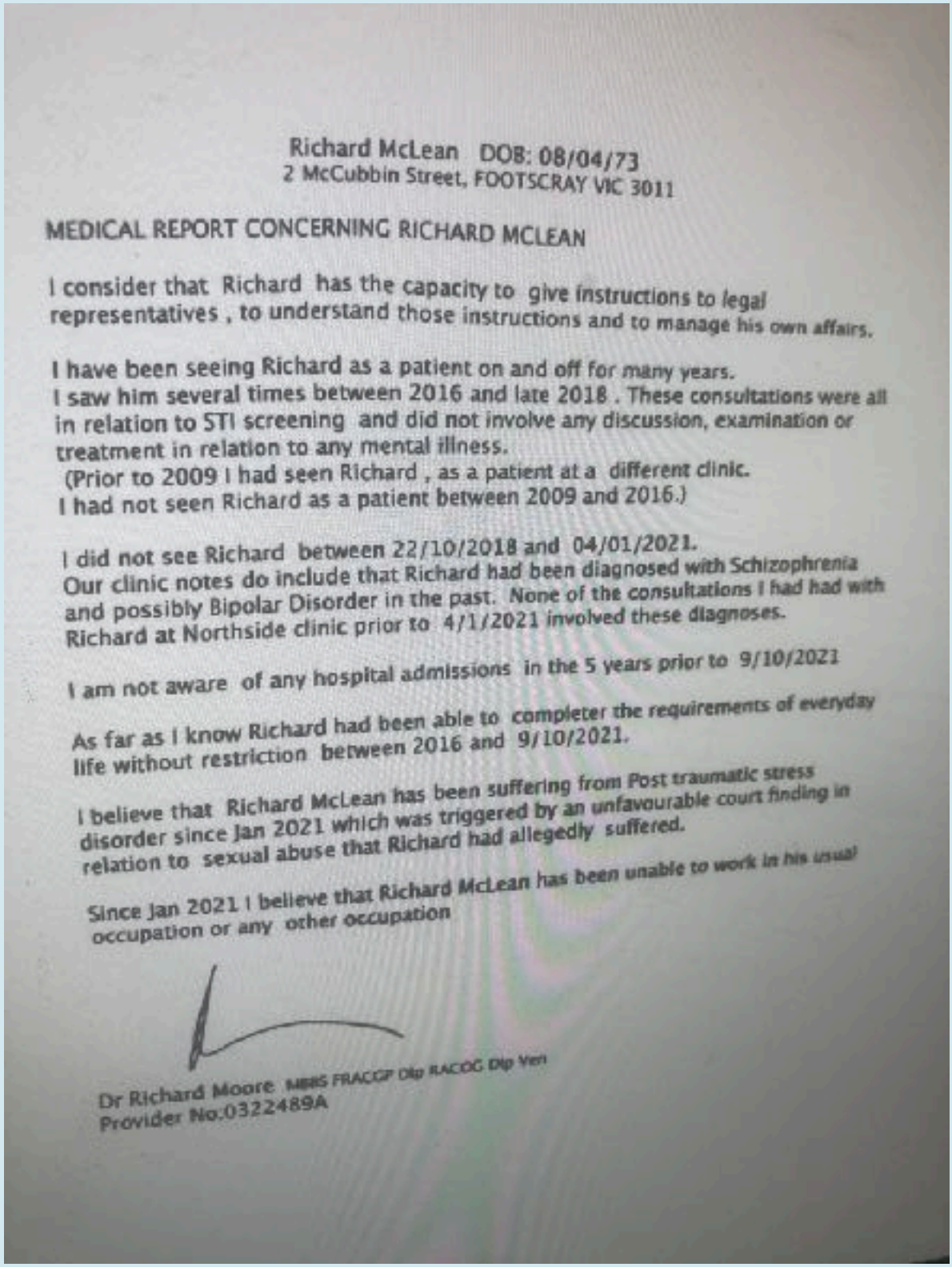


*(Below) people on gay hook up apps threaten me… its true I am being followed.*



*(Below) HCF rejected my income assist on that my 'illness' was prior existing but here in black and white is Dr Moore stating that I had seen him for years and it was never an issue.*



Richard McLean DOB: 08/04/73
2 McCubbin Street, FOOTSCRAY VIC 3011

MEDICAL REPORT CONCERNING RICHARD MCLEAN

I consider that Richard has the capacity to give instructions to legal representatives , to understand those instructions and to manage his own affairs.

I have been seeing Richard as a patient on and off for many years.
I saw him several times between 2016 and late 2018 . These consultations were all in relation to STI screening and did not involve any discussion, examination or treatment in relation to any mental illness.
(Prior to 2009 I had seen Richard , as a patient at a different clinic.
I had not seen Richard as a patient between 2009 and 2016.)

I did not see Richard between 22/10/2018 and 04/01/2021.
Our clinic notes do include that Richard had been diagnosed with Schizophrenia and possibly Bipolar Disorder in the past. None of the consultations I had had with Richard at Northside clinic prior to 4/1/2021 involved these diagnoses.

I am not aware of any hospital admissions in the 5 years prior to 9/10/2021

As far as I know Richard had been able to completer the requirements of everyday life without restriction between 2016 and 9/10/2021.

I believe that Richard McLean has been suffering from Post traumatic stress disorder since Jan 2021 which was triggered by an unfavourable court finding in relation to sexual abuse that Richard had allegedly suffered.

Since Jan 2021 I believe that Richard McLean has been unable to work in his usual occupation or any other occupation

Dr Richard Moore MBBS FRACGP Dip RACOG Dip Ven
Provider No:0322489A

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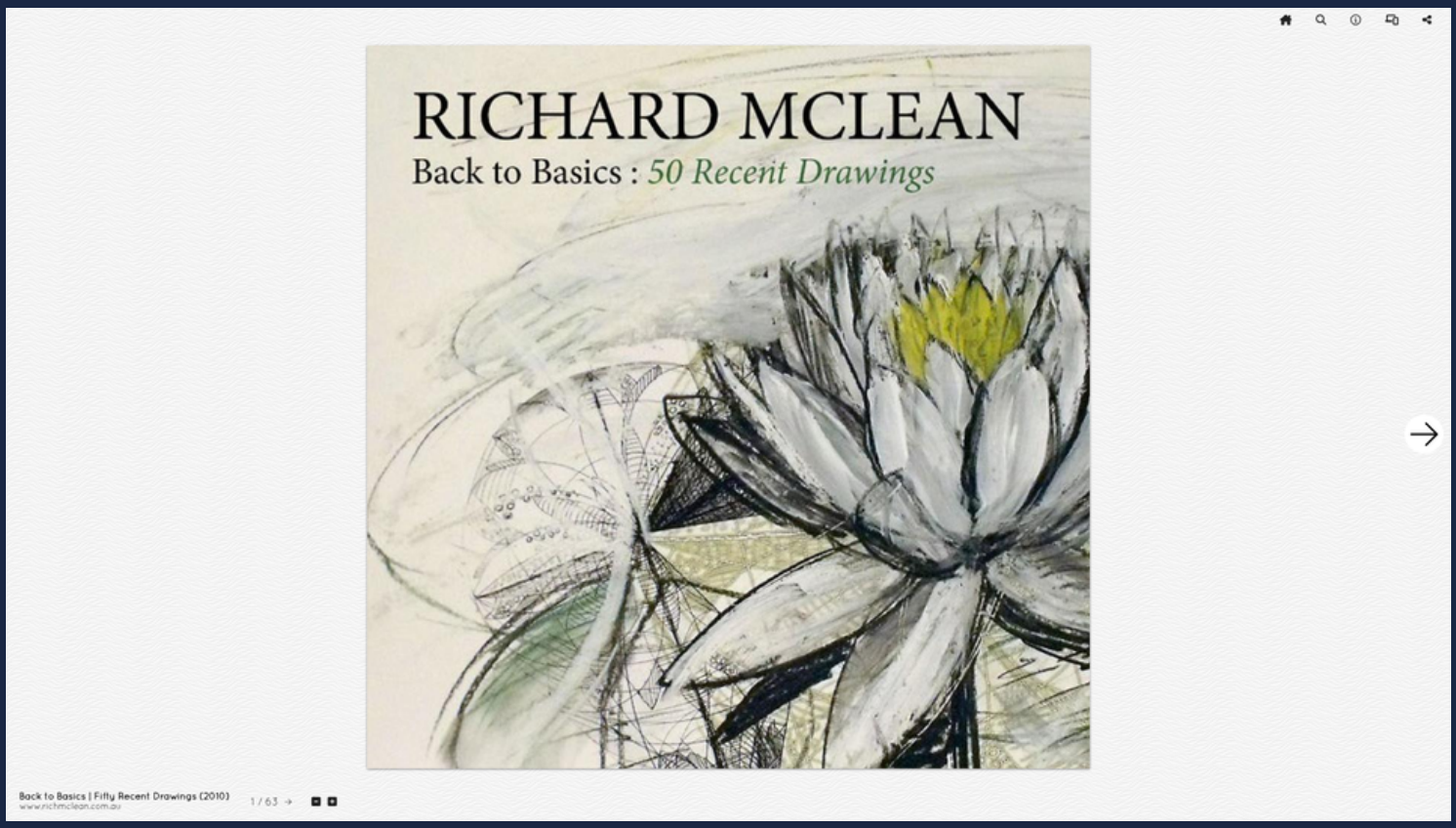
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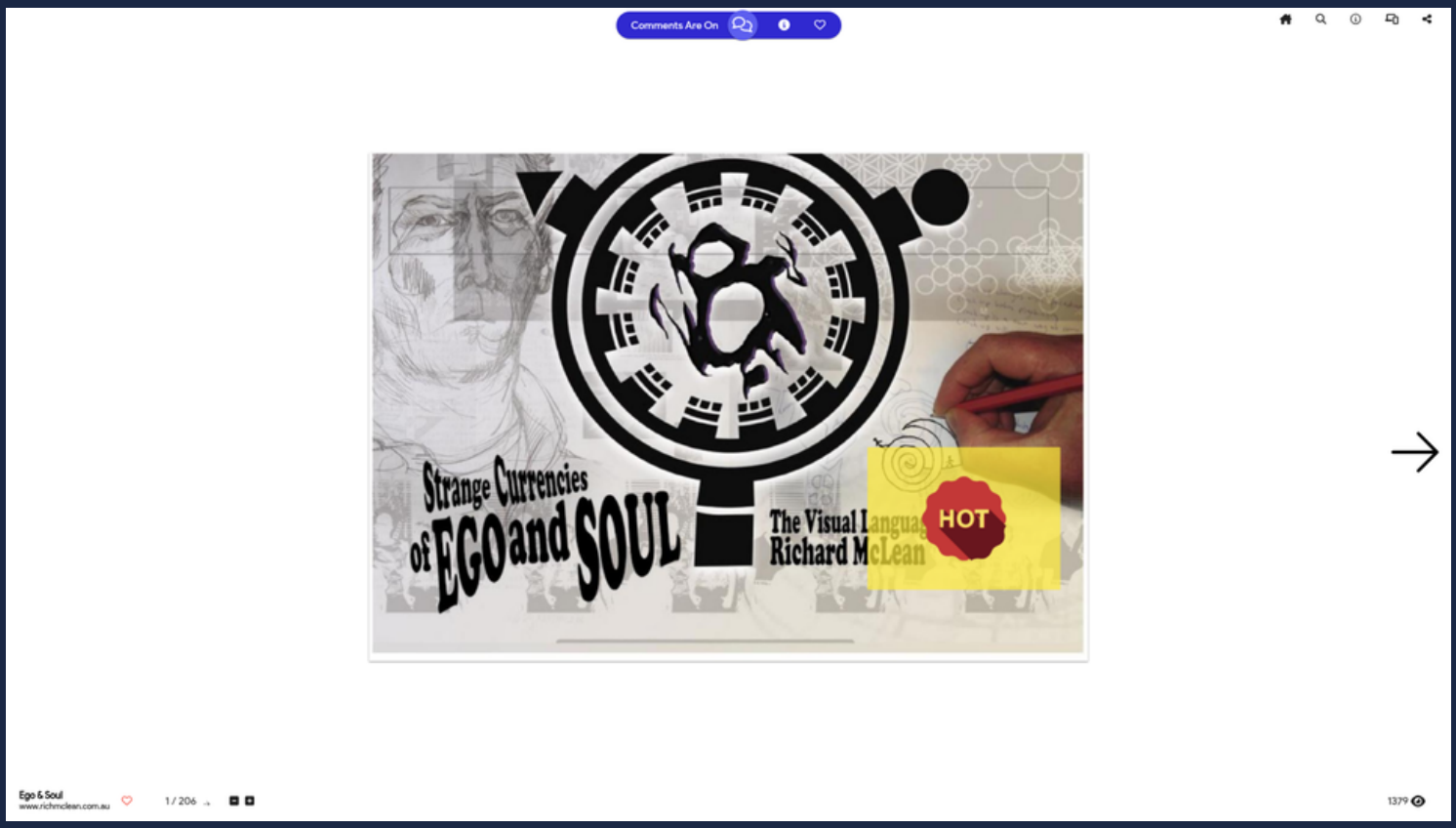
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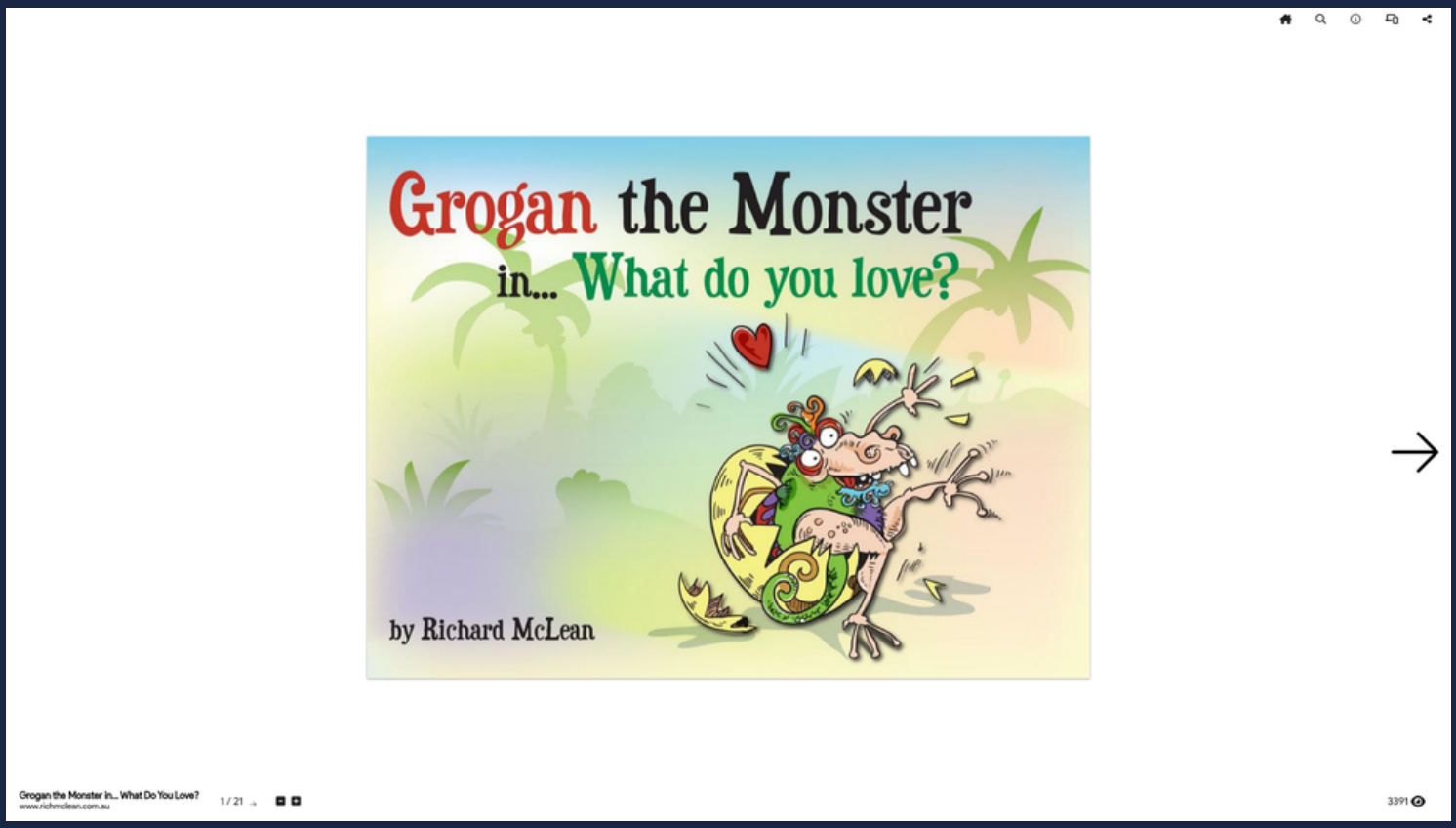
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