BARRAN DODGER LEGAL & ETHICAL TRUST FUND

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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.

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Settlement Agreement

between

Dr Richard McLean

and

AustralianSuper Pty Ltd
(ACN 006 457 987)

and

TAL Life Limited
(ACN 050 109 450)

This Agreement is made on ......9th Aug........................2021

between	**Richard McLean** of 24 Rosella Court, Ocean Grove in the State of Victoria (**the Complainant**)
and	**AustralianSuper Pty Ltd** (ACN 006 457 987) of Level 30, 130 Lonsdale Street, Melbourne VIC 3000 (**AustralianSuper**)
and	**TAL Life Limited** (ACN 050 109 450) of Level 16, 363 George Street, Sydney, NSW 2000 (**TAL**)
	(**Parties**)

1 Recitals

A AustralianSuper is the trustee of the AustralianSuper superannuation fund (**Fund**). The Fund was established and is maintained pursuant to the terms of a trust deed as amended from time to time (**Trust Deed**).

B At all material times the Complainant was a member of the Fund.

C TAL is a life company registered under the *Life Insurance Act 1995* (Cth).

D On or about 12 March 2020, the Complainant completed an application for Total and Permanent Disability (**TPD**) cover and Income Protection (**IP**) cover in the following amounts:

(a) TPD: fixed cover, in the amount of $30,000 (**the TPD Cover**); and

(b) IP: $3,100 Monthly Benefit, with a 30 day waiting period and Benefit Period to Age 65 (**the IP cover**)

(**the First Application**).

E In the First Application, the Complainant disclosed that amongst other things:

(a) he was diagnosed with schizophrenia at age 21 and was prescribed antipsychotics and antidepressants;

(b) he had considered self-harm/attempted suicide once;

(c) he was fully recovered from schizophrenia; and

(d) he had one family member who was diagnosed with cancer before the age of 50.

F On or about 16 March 2020, TAL requested further medical information of the Complainant's doctor in order to assess the First Application.

G On or about 28 April 2020, the Complainant sent an email to TAL answering further questions in regard to his medical history.

H TAL notified AustralianSuper by letter dated 21 May 2020 that it had declined the First Application on the basis of the Complainant's mental health history (**First Underwriting Decision**).

BB

I AustralianSuper informed the Complainant of the First Underwriting Decision by letter dated 27 May 2020.

J On 12 August 2020 the Complainant lodged a complaint with the Australian Human Rights Commission (**AHRC**) (AHRC reference number 2020-09751), naming AustralianSuper as the respondent, claiming he had been discriminated against on the ground of disability under the *Disability Discrimination Act 1992* (Cth) (**the DDA**) (**the AHRC Complaint**).

K On or around 17 August 2020, TAL received notification that the Complainant had lodged a complaint with the Australian Financial Complaints Authority (**AFCA**), in relation to the First Underwriting Decision, naming AustralianSuper and TAL as the respondents (AFCA Complaint numbers 767480 and 747026) (**the AFCA Complaint**). The AFCA Complaint was first referred to TAL to consider (**the TAL Complaint**).

L On 9 October 2020, the Complainant completed a new application with AustralianSuper and TAL, to obtain TPD, IP and Death cover in the following amounts:

(a) TPD: Age-Based Cover Amount of $23,000, with Fixed Cover Amount of $500,000;

(b) IP: Monthly Benefit of $4,000, Waiting Period: 60 Days and Benefit Period to Age 65;

(c) Death: Age-Based Cover Amount of $107,000.

(**the Second Application**)

M On 12 October 2020, TAL submitted to AustralianSuper its response in relation to the TAL Complaint (**the TAL Complaint Response**).

N TAL received the Second Application on or about 16 October 2020.

O By email dated 23 October 2020, TAL notified the Complainant that:

(a) the requests for TPD cover and IP cover in the Second Application had been declined; and

(b) the request for death cover was to be reviewed subject to the Complainant providing further information and completing a mental health questionnaire.

(**the Second Underwriting Decision**)

P By emails 9 November 2020 and 13 November 2020, TAL advised the Complainant that TAL had not yet received the further medical information it required in order to assess the death cover requested in the Second Application.

Q By email dated 26 November 2020, TAL advised AustralianSuper and the Complainant that it had determined to not proceed with assessing the Complainant's request for death cover in the Second Application, as the Complainant did not provide the additional information requested by TAL (**Third Underwriting Decision**, referred to collectively with Recital H and O as **the Underwriting Decisions**).

R On or around 7 December 2020, TAL received notification that the AFCA Complaint was proceeding to the next stage, in relation to the Underwriting Decisions.

S On 16 December 2020, by way of letter to the AHRC, AustralianSuper responded to the AHRC Complaint and provided its submissions in regard to allegations made against it.

T On 18 January 2021, TAL responded to the AFCA Complaint and provided its submissions in response to allegations made against it.

BB

U By way of letter from the AHRC dated 10 March 2021, TAL was informed that the Complainant had joined TAL as a respondent to the AHRC Complaint referred to in Recital J.

V On 6 April 2021, by way of letter to the AHRC, TAL responded to the AHRC Complaint and provided its submissions in regard to allegations made by the Complainant against TAL.

W The AFCA Complaint was closed on or about 24 May 2021 (**the AFCA Closure**).

X TAL was informed by letter dated 31 May 2021 that the AHRC Complaint was terminated under section 46PH(1B)(b) of the *Australian Human Rights Commission Act 1986* (Cth) and that the Complainant was able to apply to the Federal Circuit Court of Australia (FCCA) or the Federal Court of Australia (FCA) to have the allegations decided by the court. Any such application must be made within 60 days of the date on the notice of termination (**the AHRC Closure**).

Y TAL and AustralianSuper deny that the Complainant has been discriminated against on the basis of disability and deny he is entitled to any of the relief claimed in the TAL Complaint, the AHRC Complaint, the AFCA Complaint or at all.

Z Without any admission of liability by AustralianSuper and TAL to the Complainant, the parties to this Settlement Agreement have now agreed to resolve all complaints and disputes that the Complainant has, has had, or may have, on the terms set out in this Agreement.

2 Definitions

2.1 Definitions

In this Agreement:

Claim includes a claim, a complaint, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, costs, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a Party to this Agreement;

GST means goods and services tax or similar value added tax levied or imposed in Australia under the GST Law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) or otherwise on a supply;

Settlement Sum means $50,000 all-inclusive;

Tax means all forms of taxes, duties, imposts, charges, withholdings, rates, levies or other governmental impositions of whatever nature and by whatever authority imposed, assessed or charged together with all Costs, charges, interest, penalties, fines, expenses and other additional statutory charges, incidental or related to the imposition.

3 Interpretation

3.1 In this Agreement, unless the context otherwise requires:

(a) a reference to:

(i) one gender includes the other;

(ii) the singular includes the plural and the plural includes the singular;

(iii) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;

(iv) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;

(v) a group of persons is a reference to any two or more of them taken together and to each of them individually;

(vi) TAL and/or AustralianSuper includes its employees, servants, agents, directors, administrators, transferees, assigns, representatives, contractors and related bodies corporate (as defined in the *Corporations Act 2001* (Cth));

(b) unless expressly stated, no party enters into this Agreement as agent for any other person (or otherwise on their behalf or for their benefit);

(c) headings are for convenience only and do not form part of this Agreement or affect its interpretation; and

(d) where there are two or more persons in a party each are bound jointly and severally.

4 Obligations

4.1 The Complainant's obligations

The Complainant agrees that the AHRC Complaint and/or the AHRC Closure will not be pursued against AustralianSuper and/or TAL to the Federal Circuit Court of Australia or the Federal Court of Australia and that he will not bring or pursue, or procure that a third party brings or pursues any claim, demand or action of any kind against AustralianSuper and TAL in respect of any matter which is the subject of a release under clause 5, and/or complaints arising from the operation of the DDA.

4.2 TAL's obligations

(a) TAL will pay the Settlement Sum to the Complainant in full and final settlement of any and all Claims in respect of any matter which is the subject of a release under clause 5.

(b) The Settlement Sum will be paid within 28 days of receipt by TAL of the original of this Agreement signed by the Complainant and properly witnessed.

(c) TAL will pay the Settlement Sum to the Complainant by electronic funds transfer to the below named account:

Bank : ING

Branch: SYDNEY

Account name: RICHARD MCLEAN

BSB number: 923100

Account number: 809 643 591

(d) The Parties to this Agreement will bear their own costs of the AFCA Complaint and AHRC Complaint.

BB

5 Mutual Releases

5.1 Upon payment of the Settlement Sum:

(a) the Complainant, his administrators, executors, heirs and assigns forever release and discharge TAL from all Claims arising out of or in connection with the First Application, the Underwriting Decisions, the Second Application, the TAL Complaint, the TAL Complaint Response, the AFCA Complaint, the AHRC Complaint, the AFCA Closure, the AHRC Closure, the above Recitals or in respect of any matter in any way related to any of those matters;

(b) the Complainant, his administrators, executors, heirs and assigns forever release and discharge AustralianSuper from all Claims arising out of or in connection with the First Application, the Underwriting Decisions, the Second Application, the TAL Complaint, the TAL Complaint Response, the AFCA Complaint, the AFCA Closure, the AHRC Complaint, the AHRC Closure, the above Recitals or in respect of any matter in any way related to any of those matters; and

(c) the Complainant irrevocably agrees to indemnify and to keep forever indemnified AustralianSuper and TAL against all Claims made or brought against either AustralianSuper or TAL in relation to the matters the subject of this Agreement, and against all loss which but for this indemnity AustralianSuper and TAL may suffer or incur to others arising out of or in connection with the payment of the Settlement Sum.

5.2 The Settlement Sum is inclusive of all amounts which may become payable to the Commonwealth, Centrelink, the Department of Human Services or any other person or body in respect of any pension or benefits of any description received by the Complainant and TAL will make no deduction from the Settlement Sum for any such sums. The responsibility for remitting any sums owing to the Commonwealth, Centrelink, the Department of Human Services or any other person or body with respect to the Settlement Sum is solely that of the Complainant and the Complainant indemnifies TAL and AustralianSuper in respect of any liability which may arise to the Commonwealth, Centrelink, the Department of Human Services or any other person or body.

5.3 Upon this Agreement being signed by AustralianSuper and TAL, AustralianSuper and TAL hereby forever release and discharge each other from all Claims arising out of or in connection with the First Application, the Underwriting Decisions, the Second Application, the TAL Complaint, the TAL Complaint Response, the AFCA Complaint, the AFCA Closure, the AHRC Complaint, the AHRC Closure, or the above Recitals.

6 Warranty

The Complainant warrants that he is the only person with any right to complain in relation to the Underwriting Decisions and the Complainant agrees that to the extent that any other person or persons claims or claim to have any interest in the Underwriting Decisions, the AFCA Complaint, the AFA Closure, the AHRC Complaint or the AHRC Closure, the releases and indemnities in this Agreement operate to protect TAL and/or AustralianSuper against all liability for or to any such claim or claims.

7 Bar to Proceedings

This Agreement may be pleaded by AustralianSuper and/or TAL as a bar to any action or Claim commenced by any party in respect of the matters set out in it.

BB

8 Non-Disparagement

The Complainant will not in any way criticise, disparage or comment adversely upon the other Parties and will ensure that any prior criticism, disparagement or adverse comment is not publicised in any form.

9 Confidentiality

9.1 Each of the Parties must not disclose or use (or cause or allow to be disclosed or used) the fact of the existence of this Agreement, terms of this Agreement, the settlement recorded in this Agreement, or the negotiations leading up to this Agreement to any other person, whether directly or indirectly, except:

(a) to disclose these matters to professional advisers as is necessary in the preparation and management of financial affairs;

(b) if required by law;

(c) for the purpose of enforcing this Agreement;

(d) to comply with any regulatory body or corporate reporting requirements;

(e) with the other Parties' prior written consent;

(f) to a reinsurer, including for the purposes of any reinsurance claim, policy or treaty; or

(g) in the proper operation of the Fund, including disclosure to any regulator (including the Australian Prudential Regulation Authority and the Australian Securities and Investments Commission) and disclosure to any prospective merger partner and their professional advisers.

10 Parties Enter into Agreement Voluntarily

The Parties acknowledge that they enter into this Agreement voluntarily based on their own information, investigation and legal advice. Each Party warrants that they have taken, or have declined to exercise a reasonable opportunity to take independent legal and taxation advice relative to the effect of all aspects and consequences of this Deed. Each Party acknowledges that they are aware that their advisors, agents or lawyers may discover facts different from or in addition to the facts that they know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, by signing this Agreement, the Parties finally and fully settle any and all liabilities, Claims, disputes and differences which now exist, may exist or have ever existed between them relating in any way to the matters the subject of this Agreement.

11 Tax

The Settlement Sum is inclusive of relevant taxes, whether GST or otherwise. Except if otherwise expressly stated in this Agreement, TAL and AustralianSuper will make no deduction for any Tax and the responsibility for remitting any taxes incurred with respect to the Settlement Sum is solely that of the Complainant and the Complainant indemnifies

AustralianSuper and TAL in respect of any tax liability, which may arise with respect to the Settlement Sum.

12 General terms

12.1 The Agreement is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of New South Wales.

12.2 If a provision of this Agreement is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Agreement.

12.3 Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

12.4 A single or partial exercise or waiver by a Party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

12.5 This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one Agreement. The parties agree that for the purposes of compliance with this Agreement, counterparts can be exchanged electronically.

12.6 This Agreement contains the entire understanding between the Parties as to the subject matter of this Agreement. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. No Party is liable to any other Party in respect of those matters.

EXECUTED as an Agreement

Signed sealed and delivered)
by **RICHARD MCLEAN**)
in the presence of)

RICHARD MCLEAN

Signature of witness

BRIAN BURTON

Print name of witness

Date of signature: 9 AUG 21

EXECUTED for and on behalf of **AUSTRALIANSUPER PTY LTD (ACN 006 457 987)** by its authorised signatory, who hereby declares that he/she has been duly authorised to do so:)

Signature of Authorised Person

Senior Manager, Insurance Operations & Delivery

Office Held

Angela Apostolopoulos

(Print) Name of Authorised Person

Date of signature: 31 August 2021

SIGNED for **TAL LIFE LIMITED (ABN 70 050 109 450)** in accordance with the requirements of section 127 of the *Corporations Act 2001* (Cth).

DocuSigned by:

K. Matz

70392099F382459...

Signature of Director

DocuSigned by:

John Remedios

A4B43FB689434AC...

Signature of Director / Company Secretary

Koichi Matsumoto

Name

John Remedios

Name

01-09-2021

Date

- *This Agreement has been signed by a Director and Company Secretary of TAL pursuant to the powers vested to do so by section 127 of the Corporations Act 2001 (Cth). This has been effected by way of digital signature due to the global Covid-19 Pandemic;*
- *The Parties to this Agreement acknowledge that notwithstanding these interim measures, the Parties have entered into this Agreement voluntarily and this Agreement remains enforceable to the full extent that the law permits.*

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