# **Income Protection**

Combined Product Disclosure Statement and Financial Services Guide

Issue date 1 October 2021

Protect the life you've built with Income Protection

**Insuranceline** 

#### About this document

This document is designed to help you decide whether to buy Insuranceline Income Protection. The document comprises the combined Product Disclosure Statement and Policy Document (PDS) and Insuranceline Financial Services Guide (FSG). The information contained in this document is general information only and does not take into account your individual objectives or financial situation. Therefore, you should consider how appropriate this insurance is with regard to your objectives. financial situation and needs before making a decision whether to buy this product.

If you take out a Policy, please keep a copy of this document with your Policy Schedule in a safe place as together with your application they form the contract between TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL Life Limited) and the Policy Owner. The PDS sets out all of the terms and conditions for the Policy and the Policy Schedule sets out your Policy details and any additional terms and conditions applicable to you. Please read the PDS and the Policy Schedule carefully to understand how your Policy operates and to ensure all of your details in the Policy Schedule are correct. These documents will be required in the event of a claim.

The Policy Schedule, correspondence and notices about your Policy will be sent to the email address you give to us unless you ask to receive this information in the post. You can nominate at any time to receive your Policy correspondence by post instead of email. You should save or print a copy of any information or documents that we email to you, and keep these in a safe place so that you can always refer back to them. Some documents, such as your Policy Schedule, may be required in the event of a claim.

If you ever lose or misplace these documents and need another copy, just give us a call or send an email to customerservice@insuranceline.com.au, so a replacement can be organised. There are risks involved with taking out insurance and you should be aware of these. Please refer to Section 6 -'Risks' on page 35 for more information.

From time to time updates about our products which are not materially adverse to you, may be found on the Insuranceline website at insuranceline.com.au. You can call us on 1300 880 750 if you would like a copy to be sent to you free of charge.

In this document, some words and expressions have special meaning. They normally begin with capital letters and their meaning is explained in the Glossary.

Also in this document, references to you and your mean the Life Insured and/or the Policy Owner as the context requires. References to we, us and our mean TAL Life Limited or TAL Direct Ptv Limited ABN 39 084 666 017 AFSL 243260 (TAL Direct) as applicable.

The Policy is subject to and governed by the laws of Australia. The singular includes the plural and vice versa. Words of one gender include the other gender. Headings are only for convenience. Apart from the Glossary, headings do not affect the interpretation of the words of the Policy.

#### About the distributor

Insuranceline, a trading name of TAL Direct, promotes and distributes the product outlined in this document. TAL Direct is responsible for the entirety of the FSG. TAL Direct and TAL Life Limited are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies (TAL).

#### About the issuer of the PDS

TAL Life Limited of Level 16, 363 George Street, Sydney NSW 2000 is the issuer of the Life Insurance benefits outlined in this document.

TAL Life Limited is responsible for the entirety of this PDS and is responsible for the claims assessment and payments, ongoing administration and operation of this product.

TAL Direct acts under an arrangement with the insurer called a "binder", which authorises TAL Direct to issue and administer products, and make claims assessments and payments on behalf of TAL Life Limited.

You should be aware that some limitations and exclusions will apply under this insurance product. This means that in some cases we will not pay a claim or will pay a claim only in limited circumstances. Before you buy this insurance, please read this PDS carefully, including Section 4 - 'What isn't covered?' on page 26.

If you take out a Policy, please keep a copy of this document with your Policy Schedule in a safe place as together with your application they form your contract of insurance.

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# Why Income Protection?

When you work hard to give your family a good life, it's important to know that if you're ever Out of Action you can still provide for them and pay the bills. That's why Insuranceline has made it easier for you to keep regular money coming in if you can't work due to illness or Injury. It helps your family continue with the lifestyle they're used to, while you focus on recovering.

Thanks for taking this important step to keep on caring for your family. It's great to know you'll have that extra protection in place for life's twists and turns. You'll find everything you need to know about Insuranceline Income Protection in this easy to understand PDS.

With your Income Protection sorted, you can get on with being great in so many other ways.

These are the benefits you can expect:

#### **Flexible**

Take out insurance that you can tailor and adjust to your requirements.

#### Simple

No complicated forms or medical checks required for Australians aged 18 to 60.

#### Comprehensive

You can choose to insure up to 75% of your income up to \$10,000 a month.

#### Choice of Claim Payout Period

You can choose a Claim Payout Period of 6, 12, 24 months or 5 years.

### Claim Waiting Period

You can choose a Claim Waiting Period of 14, 28, 60 or 90 days.

#### Accident Benefit Option

This extra cost option backdates Benefit payments to the start of the 14 or 28 day Claim Waiting Period if you're Out of Action due to Accidental Injury. This Benefit is not available on Policies with a 60 or 90 day Claim Waiting Period.

**Choosing the** right Policy

Everyone's lifestyle and circumstances are different, and that's why our Income Protection Insurance is flexible with your choice of Cover amount and how premiums are paid.

Income Protection is designed to help replace your income if Sickness or Injury prevents you from working.

Here's a snapshot of the Cover available under Insuranceline Income Protection.

Sickness and Injury Cover		
Maximum monthly Cover	\$10,000	
Maximum % Income Covered	75%	
Claim Payout Period	6, 12, 24 months or 5 years	
Claim Waiting Period	14, 28, 60 or 90 days	
Proof of income	Required when making a claim	
Expiry Age	65	
Life Insurance Premium Waiver	If you hold an Insuranceline Life Insurance and Insuranceline Income Protection Policy, the premiums for your Insuranceline Life Insurance Policy will be refunded with your Insuranceline Income Protection monthly Benefit payments for up to 3 months while the Life Insured is Out of Action and receiving Insuranceline Income Protection benefits.	
Recovery Support Benefit	The Recovery Support Benefit reimburses the cost of eligible expenses and is payable for up to 2 months when the Life Insured has been totally Out of Action for the duration of the Claim Waiting Period and for so long (up to a maximum of 2 months) as the Life Insured remains totally Out of Action and Bed Confined at the start of the Claim Payout Period as confirmed by a Medical Practitioner.	
Qualifying Period after Cover Commencement	Income Protection Sickness and Injury Cover commences 7 days after the Cover Commencement Date, including after any increases in cover.	
Qualifying Period  - Mental Health Related Conditions	Cover for Mental Health Related Conditions commences 6 months after the Cover Commencement Date including any increases in Cover. The Claim Payout Period is limited to 2 years in total over the life of your Policy or the Claim Payout Period for your Policy, whichever period is shorter.	
Availability	Online and telephone for Australian Residents aged 18 to 60, subject to satisfactory health and lifestyle criteria. Exclusions apply.	
Optional Extra		
Accident Benefit Option	Backdates Benefit payments to the start of the 14 or 28 day Claim Waiting Period if you're Out of Action due to Accidental Injury. This Benefit is not available on policies with a 60 or 90 day Claim Waiting Period.	

# Other Payments

If you receive Other Payments (such as sick leave, workers' compensation, benefits from other insurers or claims made under any Australian legislation or common law or social security) during a period where you are claiming on your insurance, we may reduce your payment - but only if the combined amount of your Insuranceline Income Protection Benefit and the Other Payments are more than 75% of your Monthly Income. Please see Section 4 - 'Adjustments' on page 27 for further information.

#### Amount of Cover

You can select Cover up to 75% of your income (from personal exertion and net of expenses incurred in earning that income), to a maximum of \$10,000 per month for Sickness or Injury.

We calculate income as your before-tax average personal income in the 12 months which preceded your Sickness or Injury. Of course, if you're Self-Employed, your business expenses are taken out of your before-tax income to calculate your personal income.

If you receive Other Payments (such as sick leave, workers' compensation, unemployment benefits or social security) during a period where you are claiming on your insurance, we may adjust your payment - but only if the combined amount of your Income Protection Insurance Benefit and the Other Payments are more than 75% of your Monthly Income.

When choosing the amount of Cover, as well as considering your family's monthly expenses (factoring in any quarterly or yearly bills, such as rates or school fees), it's a good idea to also keep in mind that above your usual costs, your Cover is to keep your family safe during unusual circumstances. You may want to factor in costs that would be incurred in recovering from a Sickness or Injury.

And don't worry about changes in your circumstances - we know these happen. Alterations to your Income Protection Policy may be able to be made, for example, increase your Cover when you get that pay rise you've been waiting for. Optional extra benefits may be added as required and, if you require less Cover because you go part-time, or start earning less, you may reduce your benefits too. Any changes to your Cover are subject to our sole discretion and agreement. Please contact us to understand if alterations to your Policy are possible.

# Qualifying Periods after Cover Commencement

Qualifying Periods apply after the Cover Commencement Date for Sickness and Injury Cover and Mental Health Related Conditions. You will not be paid a Benefit amount for Sickness, Injury or Mental Health Related Conditions during Qualifying Periods. A Qualifying Period applies when you first take out Cover, and if you increase your Monthly Benefit amount.

#### Sickness and Injury Cover

The Qualifying Period for Sickness and Injury Cover ends at 12.01am on the seventh (7th) day immediately following the Cover Commencement Date. No Benefit is payable for Sicknesses or Injuries that occur within 7 days after the Cover Commencement Date

In the case of increases in the Monthly Benefit amount, no Benefit is payable for Sicknesses or Injuries that occur within 7 days after the date of an increase to the Monthly Benefit amount.

The Qualifying Period after Cover Commencement may be waived for Accidental Injuries:

- That occur while the Life Insured is at work performing the duties of the Life Insured's Usual Occupation.
- That result in the Life Insured being immediately attended to or conveyed by ambulance to a hospital.

See Section 3 - 'Information we will need' on page 16 for more details.

#### Mental Health Related Conditions

Cover for Mental Health Related Conditions commences 6 months after the Cover Commencement Date. No Benefit is payable for any Mental Health Related Condition that occurs during the first 6 consecutive months immediately following the Cover Commencement Date. This includes signs or symptoms of a Mental Health Related Condition that first become apparent during the 6 consecutive months following the Cover Commencement Date.

In the case of increases in the monthly Benefit amount, the Mental Health Related Condition must occur 6 or more months after the date of the increase for the increased monthly Benefit amount to be payable for a Mental Health Related Condition.

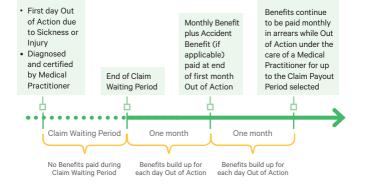
# Claim Waiting Period

The Claim Waiting Period is the amount of time after a Sickness or Injury occurs, that you have to wait before your Benefits commence. If you are off work and make a claim for Income Protection, ordinarily, no benefits are payable for the Claim Waiting Period. However, if you choose to add the Accident Benefit Option, you will receive benefits for the Claim Waiting Period if an Accidental Injury leaves you Out of Action for longer than the Claim Waiting Period.

Once we've confirmed that you've been continuously off work for the duration of your Waiting Period, you'll start receiving payments a month after the end of the Claim Waiting Period, as they're paid a month in arrears.

Income Protection offers options for how long you wait before benefits commence if you are unable to work. You can choose a Claim Waiting Period of 14, 28, 60 or 90 days for Sickness and Injury claims. The longer the Claim Waiting Period you choose, the lower the cost of your Cover.

This diagram illustrates how the Claim Waiting Period works and when benefits are pavable:



# Claim Payout Period

The Claim Payout Period is the maximum amount of time you can receive payments when you are unable to work due to Sickness or Injury. These payments will continue as required up to the end of your chosen Claim Payout Period. A Policy with a longer Claim Payout Period will have higher premiums.

Income Protection has options for the amount of time you can receive payments if you are unable to work. You can choose a Claim Payout Period of 6, 12, 24 months or 5 years for Sickness or Injury.

If you're eligible for Benefit payments for claims for Mental Health Related Conditions, the Claim Payout Period is limited to two years in total over the life of your Policy for mental health related claims, or the Claim Payout Period for your Policy, whichever is shorter

During the Claim Payout Period, you won't need to pay anything towards your Policy, and once your payments start, we'll also refund any premiums you may have paid during the Claim Waiting Period.

# **Accident Benefit Option**

The extra cost Accident Benefit Option backdates Benefit payments to the start of the 14 or 28 day Claim Waiting Period if you're Out of Action due to Accidental Injury. This Benefit is not available on policies with a 60 or 90 day Claim Waiting Period.

# Your duty to take reasonable care not to make a misrepresentation

#### About the application

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can cover you, and if so on what terms and for what premium.

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

If your application is accepted, the Policy will be a consumer insurance contract

#### The duty to take reasonable care

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

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

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

#### If the duty is not met

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

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

#### What can we do if the duty is not met?

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

For example we may:

- avoid the Policy (treat it as if it never existed):
- · vary the Benefit Amount: or
- vary the terms of the Policy.

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

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

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

#### How can I take out Income Protection?

If you're an Australian Resident aged 18 to 60, you can take out Income Protection over the phone or request more information online. Just call 1300 880 750 between 8am and 8pm (AEST). Monday to Friday or go to insuranceline.com.au for more information.

# If I change my mind, am I entitled to a refund?

We offer a full 30 day money back guarantee (cooling off period). giving you time to go over your Policy, and make sure it's the right one for you. There are no hidden catches - if you haven't made a claim and you cancel your Policy within 30 days, you'll get a full refund - no questions asked.

If you do cancel your Policy after 30 days, you won't receive your money back. Income Protection works just like your car and home insurance - it's not a savings plan and has no cash value.

#### How do I make a claim if I ever need to?

Income Protection helps take the financial difficulty out of what can be a very stressful time. That's why we've kept the process as straightforward as possible:

#### Step 1

If you need to make a claim, please contact us on 13 77 87 as soon as you know you will be Out of Action for longer than your Claim Waiting Period. We strongly encourage you to contact us at the earliest possible opportunity. A delay in notifying us may mean it could take longer for us to process your claim, as it may be difficult for us to access the information we need to finalise our decision.

You or your legal representative will need to provide us with claim details and our claims staff will provide you with a list of all requirements needed to assess your claim. We will help you understand the claims process, what to expect for the assessment of your claim and to make the claim as easy as possible for you.

Insuranceline Claims Phone: 13 77 87

1800 245 662 Fax. Insuranceline Claims Mail:

Reply Paid GPO Box 5380

Sydney NSW 2001

Email: claims@insuranceline.com.au

#### Step 2

Complete the relevant form and return it to us together with proof of the condition, your income and any other requested documents we need to validate the claim. Depending on the claim, we'll let you know what we need when you call us.

#### Step 3

Every month that you are unable to work you will need to complete and send us progress claim forms so that we know you are still entitled to receive a payout.

Usually, you are responsible for any costs of providing the initial and ongoing information or documents to support your claim.

However, if your circumstance requires anything above our standard processes, we'll pay for any costs incurred in meeting those requirements.

# Duty to take reasonable care not to make a misrepresentation

Claims may be declined in full or in part and the Policy may be avoided in full or in part where a Life Insured fails to comply with the Duty to take reasonable care not to make a misrepresentation, as stated in Section 2 - 'Your duty to take reasonable care not to make a misrepresentation' on page 12, or makes a misrepresentation while applying for Cover or any alteration in Cover.

We will require relevant information from you to assess your claim and to be satisfied of our liability under your policy. Where relevant to assessing any claim you make, we have the right to request you to provide access to relevant medical, financial, employment and other relevant records. We also have the right to request you to provide your consent or grant us authority to obtain access to such records.

If you do not provide the above relevant records or you do not provide consent or authority for us to access relevant records to assess your claim, we may not be able to assess any claim you make (in which case we may not pay a claim which we have not been able to assess).

#### Fraudulent claims

We will refer any suspected fraudulent claims or illegal activity to the relevant law enforcement authorities and will, to the extent permissible by law, seek to recover any monies paid, expenses or damages incurred in obtaining such evidence as may be required to protect our rights. We are able to cancel your Policy and no claim will be payable if you make a fraudulent claim.

#### Information we will need

You or your legal representative must provide us, at your own expense, with any completed claim forms, information or Certified Copies of documentation supporting the claim that we reasonably require. We will contact you within a reasonable time from the submission of your claim and inform you of any additional information and/or documentation that we require in order to assess your claim.

We require the following for all claims:

- Certified Copy of proof of age of the Life Insured;
- Certified Copy of identification document of the Policy Owner; and
- initial or progress claim form (as relevant in the circumstances).

For Sickness and Injury Cover and/or Accident Benefit Option claims, we will require proof of the Sickness, Injury or event for which a claim is being made, supported by (but not limited to):

- evidence of the date and location of where the event leading to the Injury occurred (if applicable);
- appropriate evidence from a Medical Practitioner, including confirmatory investigations such as clinical, radiological,
- histological and laboratory evidence;
- confirmation that any surgical procedures are medically necessary and usual treatment for the condition;
- proof of payment, when a claim for reimbursement is being made:
- confirmation of income received from other sources (including other insurers) for the claimed condition; and
- if applicable, proof of income for the last 12 months and/or last financial year.

For Accidental Injury claims during the 7-day Qualifying Period immediately following the Cover Commencement Date or the date of any increase in the monthly Benefit amount, we will require additional information in addition to the requirements for Sickness and Injury claims outlined above.

For Accidental Injuries sustained while the Life Insured was at work performing the duties of the Life Insured's Usual Occupation:

· The original employee copy or Certified Copy of an Occupational Health and Safety (OH&S) Report in respect of the Accidental Injury that is signed by an authorised officer of the company; or

• The original or Certified Copy of an Employer or Witness Statement attesting to the nature, cause and effect of the Accidental Injury leading to the insurance claim.

For Accidental Injuries that result in the Life Insured being immediately attended to or conveyed by ambulance to a hospital, the Life Insured will be required to produce a Certified Copy of the ambulance invoice, claim or other evidence of attendance.

# Authority to obtain information

To obtain all relevant evidence and records to assess your claim and our liability under your Policy, we can request that you or your legal representative provide us with relevant medical, financial, employment and other records about you. We can also request that you or your legal representative provide consent or grant us authority to obtain access to such records.

This includes both information and records which are relevant to determining whether you complied with your duty to take reasonable care not to make a misrepresentation when you applied for, reinstated or modified your Policy, and information and records that are relevant to your claim.

For example, we may require information and records from Medical Practitioners who have treated you in relation to a condition giving rise or contributing to your claim, and historical medical records which are relevant to determining whether you complied with your duty to take reasonable care not to make a misrepresentation when you applied for, reinstated or modified your Policy.

If you do not provide the relevant records or you do not provide consent or authority for us to obtain the relevant records, we may not be able to provide you with a Policy or assess our liability under your Policy (in which case we may not pay a claim).

# Financial requirements

We will advise you if you are required to provide:

- verification of the Life Insured's Earnings stated in the application: and/or
- · verification of the Life Insured's Earnings, business income and business expenses for the period before and after the event giving rise to your claim; and/or
- an audit of the Life Insured's business and personal financial circumstances as often as is required. This may include auditing documents that constitute a legal claim requirement such as business and personal taxation returns and profit and loss statements

We may require you to provide us with copies of the tax returns lodged with the ATO or other financial documentation which verifies your Earnings during a period for which we have paid an Insuranceline Income Protection benefit. We must receive this information within a reasonable time frame.

We may recalculate the amount of the Insuranceline Income Protection Benefit that we would have otherwise paid if your Earnings were averaged over the relevant claim period, and

- pay any underpayment of Insuranceline Income Protection benefit:
- recover any overpaid Insuranceline Income Protection Benefit in full; or
- reduce the amount of any future Insuranceline Income Protection Benefit payable until the excess amount paid has been recovered.

# Occupation requirement

You will be advised if you are required to provide verification of your occupation, including the breakdown of all the duties that you performed prior to ceasing work as a result of Sickness or Injury. If you are Self-Employed, your occupation will also take into consideration the duties required in running your business or a similar business. This information will be used to assess your ability to perform your occupation.

# Claim requirements at our expense

We reserve the right to obtain any additional information that we deem necessary. Should we request any further information in excess of the initial and progress requirements in order to assess your claim, these requirements will be met at our expense.

Depending on the type of claim, you may be required to provide or participate in some or all of the following:

- additional medical examination(s) which may involve imaging studies and clinical, histological and laboratory evidence to confirm the occurrence of the condition;
- confirmatory assessment and diagnosis of current functional and vocational capacity by a qualified Medical Practitioner or an appropriately qualified person selected by us, acting reasonably:
- · access to details of the Life Insured's previous medical consultations: and
- interviews with various parties including you, in relation to your claim by a member of our staff or someone appointed by us, as often as is required.

### Need to continually follow the advice of a Medical Practitioner

Claim payments will be contingent on the Life Insured being under the regular care of and following the advice of a Medical Practitioner, including recommended courses of treatment and rehabilitation.

# Payment of claims

We will pay your claim once we have received proof which we reasonably consider is acceptable to us of your entitlement to be paid under this Policy.

If, while Out of Action, a Life Insured, under the regular care of and following the advice of a Medical Practitioner, travels to or resides overseas, Benefit payments will only be made for a maximum of three months while the Life Insured remains outside Australia

# Misstatement of age

If the age of the Life Insured has been understated on the application for this Policy, then the Benefit payable in respect of a Life Insured will be recalculated based on the Benefit that the premium would have purchased if the correct age had been provided. If the age of the Life Insured has been overstated we will refund any excess premium paid. Where the terms and conditions of a Benefit vary by the age of the Life Insured or the Insured Child, the correct age of the Life Insured or the Insured Child, if applicable, will be used to determine whether a Benefit is pavable.

We may also vary the end date of the Policy to what it would have been had the correct date of birth been provided by the Life Insured.

#### Concurrent claims

If a Life Insured suffers multiple Sicknesses or Injuries, we will only pay one Benefit under this Policy, that being the highest Benefit applicable to any one of the Sicknesses or Injuries.

# Recurrent Sickness and Injury Cover claims

If, within 6 months of receiving a Sickness or Injury Cover Benefit, the Life Insured suffers from the same or directly connected Sicknesses or Injuries which caused the previous claim, the recurrence will be treated as a continuation of that claim. This means that subject to the terms and conditions of

- the Claim Waiting Period does not apply to the recurrent claim:
- · subject to ongoing evidence that the Life Insured is Out of Action, Benefit payments will recommence monthly in arrears;
- all periods of claim will be added together for the purpose of determining the remaining Payout Period; and
- the Claim Payout Period selected by you, as noted on your Policy Schedule, is only payable once per claimed Injury or Sickness, including any recurrent claims, and it expires when the end of the Claim Payout Period is reached.

If you do not make a Full Recovery, no Benefit will be payable for the same or a directly connected Sickness or Injury for which the previous claim was paid in full (i.e. for the entire Claim Payout Period).

# When we will not pay a claim

We are not liable to pay a claim or may reduce a Benefit arising from or in any way connected with anything we have specifically excluded or adjusted in the Policy Schedule.

If your Policy was purchased to replace an existing income protection Policy, until the other income protection Policy is cancelled, no claim will be paid under your income protection Benefit. If the previous income protection Policy is not cancelled and a claim occurs, any premiums paid to us will be refunded and no Benefit will be paid.

So there is no misunderstanding, we will also not pay a claim:

- where your claim does not meet the relevant Policy terms and conditions for a Benefit to be paid:
- where you did not take reasonable care not to make a misrepresentation when you applied for your Policy or plan type, and we apply an appropriate remedy available under the Insurance Contracts Act;
- where you have not provided us with all information we have reasonably requested to assess your claim;
- where there is insufficient evidence to support your claim;
- where we do not receive any authority that we require to obtain the information, records and evidence we reasonably require to assess your claim and your compliance with your duty to take reasonable care not to make a misrepresentation.

# **Benefit terms** and conditions

With Insuranceline, there's no small print or nasty surprises. We encourage our customers to make sure they understand all aspects of their Income Protection Benefits, so here's what you need to know before you take out your Cover.

Benefit means the monthly amount we will pay you upon a valid claim for the Cover on your Policy.

To be eligible for a Benefit under Sickness or Injury Cover, the Life Insured must suffer a loss of capacity to perform his or her Usual Occupation as a result of a Sickness or Injury first occurring after Cover commences. The Benefit for each Cover type means:

#### Sickness and Injury Cover

The Sickness and Injury Cover Benefit is payable after a Life Insured has been Out of Action solely due to Sickness or Injury for the entire Claim Waiting Period and starts to accrue from the end of the Claim Waiting Period while he or she remains Out of Action.

The Benefit Payable is the lesser of:

- · the Benefit Amount shown on the Policy Schedule; or
- 75% of the Life Insured's Monthly Income, after any adjustments are made in accordance with the Adjustments clause in Section 4 - 'Adjustments' on page 27.

The Benefit will be paid monthly in arrears, and for partial months, the amount paid will be at the rate of 1/30th of the Benefit for each day the Life Insured is Out of Action after any applicable Claim Waiting Period.

The Benefit will continue until the earliest of:

- · the Life Insured no longer being Out of Action;
- the end of the Claim Payout Period for Sickness and Injury Cover as shown in the Policy Schedule:
- in the case of Mental Health Related Conditions, claims for Mental Health Related Conditions having been paid for two years in total over the life of the Policy; or
- · the termination date of the Policy.

We will pay a Benefit for a maximum of three months for any one claim whilst the Life Insured is and remains outside of Australia subject to the terms and conditions of this Policy and on provision of medical evidence which is reasonably acceptable to us (in English).

The Benefit will then cease but can resume or continue once the Life Insured has returned from overseas (while the claim is still valid).

#### **Returning to Work Benefit**

The Returning to Work Benefit is intended to help you in your recovery from a Sickness or Injury by providing financial assistance while you ease back into work on reduced Earnings. It means you

could return to work on a part-time basis. Or if Self-Employed, it means you can take on some of your former work or generate business for when you are able to return to work in a full capacity.

The Returning to Work Benefit only applies under Income Protection where the Claim Payout Period is either 24 months or 5 years.

The Returning to Work Benefit means that, solely because of the Sickness or Injury that caused the Life Insured to be Out of Action, the Life Insured:

- is working or capable of working in a Gainful Occupation, but in a reduced capacity:
- · is under the ongoing care of, and following the advice of a Medical Practitioner; and
- has suffered a reduction in the ability to generate their average Earnings for the 12 consecutive months prior to the start of the Claim Waiting Period.

To be eligible for the Returning to Work Benefit, the Life Insured must have been Out of Action for the entire Claim Waiting Period and have received at least one monthly Out of Action Benefit.

The Returning to Work Benefit to be paid will be:

$$\frac{A-B}{\Delta} \times C$$

less any adjustments that may be applicable, where:

A = the Life Insured's Monthly Income;

B = the Life Insured's monthly Earnings while claiming the Returning to Work Benefit: and

C = the lesser of the monthly Benefit shown on the Policy Schedule or 75% of the Life Insured's Monthly Income.

If the Life Insured is not working or is suffering a loss of income for reasons other than Sickness or Injury, 'B' will be calculated on the Earnings it would be reasonable to expect the Life Insured to earn if they were working to their full capacity.

We will take into account all medical and other appropriate evidence.

#### Concurrent claims

If a Life Insured suffers more than one Sickness or Injury at the same time, we will only pay one Benefit under this Policy, that being the highest Benefit applicable to any one of the Sicknesses or Injuries.

#### **Recurrent Sickness and Injury Cover claims**

If, within 6 months of receiving a Sickness or Injury Cover Benefit, the Life Insured suffers from the same or directly connected Sicknesses or Injuries which caused the previous claim, the recurrence will be treated as a continuation of that claim. This means that subject to the terms and conditions of the Policy:

- · the Claim Waiting Period does not apply to the recurrent claim;
- subject to ongoing evidence that the Life Insured is Out of Action, Benefit payments will recommence monthly in arrears;
- · all periods of claim from the same or related Sickness or Injury will be added together for the purpose of determining the remaining Claim Payout Period; and
- the Claim Payout Period selected by you, as noted on your Policy Schedule, is only payable once per claimed Injury or Sickness, including any recurrent claims, and it expires when the end of the Claim Payout Period is reached.

If you do not make a Full Recovery, no Benefit will be payable for the same or a directly connected Sickness or Injury for which the previous claim was paid in full (i.e. for the Claim Payout Period).

#### Life Insurance Premium Waiver

If you have Insuranceline Life Insurance and Insuranceline Income Protection and you are receiving Insuranceline Income Protection Benefit payments, the premiums for your Insuranceline Life Insurance Policy will be refunded for up to 3 months. This feature will not apply if you are receiving monthly Benefit payments under the Returning to Work Benefit.

#### **Recovery Support Benefit**

During your initial recovery from Sickness or Injury, you may be Bed Confined and not able to leave your home unassisted. During the first 2 months of your Claim Payout Period, the Recovery Support Benefit can provide additional financial support such as the reimbursement of expenses incurred for:

- professional childcare of a dependent child or children of the Life Insured:
- · professional nursing care for the Life Insured;
- professional home cleaning services, meal preparation or meal delivery services, laundry services;
- travel to and from necessary medical treatment;
- accommodation if you are required to travel away from home for necessary outpatient medical treatment; or
- other services or assistance that support your recovery to which we have agreed in writing.

The Recovery Support Benefit is payable for up to a maximum of 2 months when the Life Insured has been totally Out of Action for the duration of the Claim Waiting Period and for so long (up to a maximum of 2 months) as the Life Insured remains totally Out of Action and Bed Confined at the start of the Claim Payout Period as confirmed by a Medical Practitioner.

The Recovery Support Benefit amount payable is the lesser of:

- · the reimbursement of expenses to which we have agreed before the expense is incurred; or
- 25% of Life Insured's Monthly Income, less amounts reimbursed from elsewhere.

#### **Accident Benefit Option**

The Accident Benefit Option applies if it has been selected by you and the Benefit is shown on your Policy Schedule. The monthly Benefit and the start of the Claim Payout Period will be backdated to the date of disability in the event of an Accidental Injury resulting in:

- the Life Insured being totally Out of Action for the duration of the Claim Waiting Period:
- the Life Insured remaining totally Out of Action beyond the end of the Claim Waiting Period and eligible to receive a Benefit or partial benefit; and
- · the total benefits paid on any claim is up to the maximum Claim Payout Period nominated on your Policy.

The Accident Benefit Option is available to applicants taking out Income Protection with a 14 or 28 day Claim Waiting Period only.

#### Inflation Protection

Each year, except when a Life Insured is Out of Action, your Benefit amounts will increase automatically at your Policy Anniversary to ensure that it keeps pace with rising costs in living. We call this Inflation Protection. Each year the Sickness and Injury Cover will increase by the Indexation Factor on each Policy Anniversary until a Life Insured's Sickness and Injury Cover reaches \$15,000.

Corresponding increases in premiums will apply, based on the premium rates that apply at that time. If you do not want an increase, tell us within 30 days of the Policy Anniversary and we will reverse the increase. Inflation Protection increases will not apply if we are paying you a Benefit in respect of a Life Insured. Where the Indexation Factor is negative, we will not apply a change to your level of Cover.

Apart from when you are on claim, you may apply to increase the Sickness and Injury Cover at any time up to the maximum level/s then available. Any increases to the Benefits will be subject to you satisfying health and lifestyle criteria and will not be payable until confirmed in writing by us.

#### What isn't Covered?

Like all insurance policies, there are some things you can't claim for.

For Sickness and Injury Cover, no Benefit will be payable under this Policy if the event giving rise to the claim is caused by:

Pregnancy: normal and uncomplicated pregnancy, childbirth or miscarriage. Normal and uncomplicated pregnancy includes, but is not limited to morning Sickness, backache, varicose veins, ankle swelling, bladder problems, multiple pregnancy, or participation in an IVF or similar program.

Self-harm: any intentional act of self-harm. This includes exposing yourself to risk of Sickness or Injury for any reason.

Drug and alcohol related Sickness or Injury: taking intoxicating liquor (however, we will pay a claim if you are at or under the legal blood alcohol limit for driving); taking drugs (unless prescribed to you by a Medical Practitioner and taken in the correct dose).

Overseas Travel: no payments will be made under Income Protection if the event giving rise to the claim occurs while you are visiting a country for which the Australian Department of Foreign Affairs and Trade (DFAT) issued a 'Do Not Travel' warning advice prior to your travel to that country, and which continues to be in force during the time of your stay in that country.

Criminal activity: any Sickness or Injury that occurs as a result, or during, committing or attempting to commit a criminal offence.

In iail or lawfully detained: any Sickness or Injury that occurs as a result, or during, the Life Insured being in jail or in lawful detention

War and terrorism: terrorism, civil commotion or unrest; guerrilla or insurgent activities in countries outside Australia, if the Australian Government has advised you to not travel to that country; war, or an act of war.

Other: any other specific exclusion agreed with you first and as listed in the Policy Schedule.

# Adjustments

Adjustments apply to reduce the Sickness and Injury Cover Benefit only if you receive or are due any Other Payment or Payments (including on a periodic or lump sum basis), which together with the Benefit exceed 75% of Monthly Income.

If any Other Payment (defined below) is received or payable as one or more lump sums, these will be converted to income on the basis of 1% of the lump sum for each month that a Benefit is paid or payable. The Benefit will be calculated taking this figure into account for a maximum of 8 years.

Other Payment means any Payment or Payments received or pavable:

- from any other individual or group income protection policy;
- · under social security laws; or
- pursuant to any workers' compensation or accident claim made under any state or federal legislation or under common law where these Other Payment(s) relate to a condition or unemployment event covered by your Policy and the amount of these Other Payments do not account for Benefits paid or payable under your Policy.

Other Payment also includes any sick leave payments received from your employer. Note that an adjustment will only be made in respect of sick leave payments received. You do not need to use up all your sick leave entitlements before claiming on your Policy.

If an adjustment is made to reduce your payments under the Out of Action Benefit or Return to Work Benefit we will not refund any portion of the premiums you have paid.

### Can I make alterations to my Policy after it has commenced?

You may be able to make changes to your Policy after it has commenced. For example, you can add an additional person to your Policy who is aged 60 or younger or remove existing ones or change your Cover amount prior to age 60. Any changes to your Cover are subject to TAL's sole discretion and agreement. Please contact us to understand if alterations to your Policy are possible.

Please note these changes may have an impact on your Policy. By adding people to your Policy or increasing your Cover amount, your premiums may go up, however if the Cover you need reduces, then your premiums will likely reduce in line with this. We understand that situations can change. If you find yourself having trouble budgeting for your Policy, please call us - we'll go through your options and work out the best way for you to manage your premiums, while still keeping your Cover.

#### Alterations and variations

This Policy can only be changed by TAL in writing. No other person or company including an agent of TAL has the right to change any part of the Policy.

### Special conditions and exclusions

It is important that you read the Policy Schedule to confirm the details are correct and to note any special conditions or exclusions which may apply to this Policy.

# When does my Policy start and end?

#### **Policy Commencement**

If we accept your application and you have paid the first premium, we will issue you a Policy Schedule. Your Policy starts at the Policy Commencement Date set out in your Policy Schedule.

#### **Qualifying Periods after Cover Commencement**

Qualifying Periods apply after the Cover Commencement Date for Sickness and Injury Cover and Mental Health Related Conditions. You will not be paid a Benefit amount for Sickness, Injury or Mental Health Related Conditions during Qualifying Periods. A Qualifying Period applies when you first take out Cover, and if you increase your Monthly Benefit amount.

#### Sickness and Injury Cover

The Qualifying Period for Sickness and Injury Cover ends at 12.01am on the seventh (7th) day immediately following the Cover Commencement Date. No Benefit is payable for Sicknesses or Injuries that occur within 7 days of the Cover Commencement Date.

In the case of increases in the Monthly Benefit amount, no Benefit is payable for Sicknesses or Injuries that occur within 7 days after the date of an increase to the Monthly Benefit amount.

The Qualifying Period after Cover Commencement may be waived for Accidental Injuries:

- That occur while the Life Insured is at work performing the duties of the Life Insured's Usual Occupation.
- That result in the Life Insured being immediately attended to or conveyed by ambulance to a hospital.

See Section 3 - 'Information we will need' on page 16 for more details.

#### Mental Health Related Conditions

Cover for Mental Health Related Conditions commences six months after the Cover Commencement Date. No Benefit is payable for any Mental Health Related Condition that occurs during the first six consecutive months immediately following the Cover Commencement Date. This includes signs or symptoms of a Mental Health Related Condition that first become apparent during the six consecutive months following the Cover Commencement Date.

In the case of increases in the monthly Benefit amount, the Mental Health Related Condition must occur six or more months after the date of the increase for the increased monthly Benefit amount to be payable for a Mental Health Related Condition.

#### When Policy ends

Your Policy ends when the earliest of the following events occurs:

- the Policy anniversary immediately following the Life Insured's 65th birthday:
- · the death of the Life Insured:
- · your Policy is cancelled due to:
  - non payment of premiums; or
  - vou making a fraudulent claim:
- the date we receive a request from the Policy Owner to cancel the Policy; or
- · your Policy is avoided due to you making a non-disclosure or misrepresentation at the time of application.

### What are the costs?

The cost of your Policy depends on a range of factors, including but not limited to the type of cover, your age and gender, whether or not you smoke, the length of time you have had your Policy and how often you choose to pay your premiums. We may also take your occupation, health, income, personal pastimes, lifestyle and other factors into account in determining insurance premium amounts

We ask for this information so that the premiums we charge take into account the different levels of risk presented by different customer groups.

Sometimes discounts may apply to certain policies; however, these may not apply for the full term of your Policy.

Once we know a little bit about you and the Cover you require, we can provide you with an indicative quote for your premium. The quoted premium may change once we have all the information we require to complete our assessment of an application for Cover.

All premiums are payable in advance, by the due date shown in your Policy Schedule. We will inform you of the premium payable in subsequent years before each Policy Anniversary.

# Changes in premiums

Premium rates are not guaranteed. Your premium will change when any of the following events occur:

- your premium will increase each year in accordance with your age and any increase to your benefits, such as Inflation Protection increases in Cover amounts:
- · if you make any changes to your Policy;
- · if your Benefit amount is increased or decreased:
- if you add or remove a Cover or option:
- a discount no longer applies or changes because you make changes to your Policy;
- · if there are changes in government duty or taxes and we choose to pass on these additional costs. If this happens, we will give you 30 days' written notice; or
- we choose to increase the underlying premium rates on our Insuranceline Income Protection portfolio. See 'We can change our premium rates' on page 31 for details.

# We can change our premium rates

The cost of your cover is not guaranteed to remain the same each year. We can change the premium rates we use to determine your premium.

Decisions to change premium rates do not occur because of changes to an individual customer's own circumstances, but rather are determined in relation to the group of customers that

We will act reasonably when making decisions to change our premium rates and will only make changes to the extent reasonably necessary to protect our legitimate business interests.

Our premiums are determined so that the total premium for our group of insured customers is sufficient to cover our expected future claims costs, meeting our associated costs of doing business and margins in providing cover to you.

We review associated factors on an ongoing basis which may include, but are by no means limited to, our assessment of regulatory or legislative requirements, our operating costs or the commercial environment. These are only some examples of factors that we may consider, and others may apply. The outcome of any premium review performed by us may result in a change to the premium rates we charge you. If we change the premium rates, you will be advised of the change to your premiums at least 30 days before the change takes effect.

If your premiums increase, you will always have the option to reduce the premium by reducing your cover, subject to any minimum premiums or sum insured applicable to your policy.

You will also always have the right to cancel your cover, at any time and for any reason, including a premium increase. There may be other options available to help you manage the cost of your cover. Please call us for assistance. There are no cancellation fees or penalties for cancelling your Policy.

Your Policy cannot be singled out for a change in how premium is charged because of an adverse change in the health or circumstances of the Life Insured after the Policy Commencement Date

# Payment frequency

You can pay your premium fortnightly, monthly or annually via a direct debit from your nominated account or credit card. If you pay annually, you get 12 months of cover for the price of 11.

# When do you or do you not have to pay?

The premium is due on the date and at the frequency shown in the Policy Schedule. You can change the frequency of premium payments at any time.

If you are paying by direct debit, the premium will be deducted from the account that you have authorised us to debit, on the agreed date and frequency. If the agreed date falls on a weekend or public holiday, the deduction will be made on the next business day.

We will waive the premium when a Life Insured is Out of Action and we are paying a Sickness and Injury Cover Benefit or Returning to Work Benefit. If the premium has been paid while a Life Insured is Out of Action, the payment will be credited towards the next premium due following the end of the Benefit payment/s.

# Unpaid premium and premium dishonours

If you don't pay the premium when due, or the premium deduction from your account can't be made, then:

- · if the unpaid premium is the first premium, the Policy will not operate at all.
- if the unpaid premium is a premium other than the first premium, we will allow 30 days from the due date to make this payment. If we have not received payment by this time, we will send you a notice telling you that we will cancel your Policy if the premium then due is not paid by the date shown in the notice. This date will be at least 28 days from the date of the giving of this notice. If you do not pay the premium by that date we will cancel the Policy.
- if any Benefit under the Policy becomes payable, any unpaid premium due to us will be deducted from the Benefit paid to you. No Benefit will be paid for insured events occurring after this Policy is cancelled.

# What happens if I stop paying?

Your Cover is only valid while premiums are paid when due, so if you stop paying, your Cover will end in accordance with the process outlined above in the Unpaid Premium and Premium Dishonours section. As Income Protection is an insurance Policy. not a savings plan, it works in the same way as other insurance policies, such as car insurance. If you stop paying or cancel outside of the first 30 days, there will be no refund of any of the money you've paid in premiums.

If you are having trouble meeting your premium payments, we may be able to offer you options to assist. Please call us to discuss the options that might be available to you.

If your Policy is cancelled due to non-payment of premiums, you may contact us if you wish us to consider issuing you with a new Policy. Any new Policy will be subject to the terms and conditions then applying. Your application for a new Policy will be subject to acceptance by us.

### **Taxation**

If you are considering the tax implications of purchasing and receiving benefits under Insuranceline Income Protection. it is important you seek independent, professional taxation advice. The complexity of taxation laws and rulings is such that this advice should be specific to your circumstances. For comprehensive advice regarding the taxation implications of paying premiums or receiving any of the Benefits under the Policy that takes into account your personal circumstances, please contact a registered tax agent, tax (financial) adviser or the Australian Taxation Office.

The following general information only applies to Australian Resident individuals who are both the Policy Owner and the Life Insured and the recipient of any Benefits. It is based on the Australian tax law as at the date this PDS was prepared. The tax law and its interpretation are subject to change.

Premiums paid for insuring against loss of your income should generally be tax deductible and Benefit payments received which substitute for your income should generally be assessable income for tax purposes.

There are no premiums payable for the Life Insurance Premium Waiver benefit

Where the law requires an amount to be withheld or deducted from a benefit payment, we will withhold or deduct the required amount from the payment and forward it to the relevant authority.

Insuranceline Income Protection is treated as input taxed under the Australian Goods and Services Tax (GST) law and premiums are not subject to GST. The premium rates are inclusive of any GST costs incurred in relation to the policy. An input tax credit will not be available to the Policy Owner.

#### Government duties

We reserve the right to pass on to you any Government duties, taxes or other charges that are or become payable by us or you in respect of this Policy.

# **Important** information

# Why Insuranceline?

Insuranceline is Australia's No.1 life insurer for customer satisfaction\*. Why? Because above all, we believe that all Australians have the right to be protected and that this peace of mind should not be a luxury, but an affordable part of everyday life.

\*As ranked by new customers in the annual Roy Morgan Single Source Survey (Australia) for the 12 months to July 2019 (published September 2019).

### Life Insurance Code of Practice

We have adopted the Life Insurance Code of Practice (the Code) which sets out the life insurance industry's key commitments and obligations to customers on standards of practice, disclosure and principles of conduct for their life insurance services, such as being open, fair and honest. It also sets out timeframes for life insurers to respond to claims, complaints and requests for information from customers. The Code covers many aspects of a customer's relationship with their life insurer, from buying life insurance to making a claim, to providing options to those experiencing financial hardship or requiring additional support. More information can be found at insuranceline.com.au/about-us/life-insurance-code-of-practice

# Any questions?

If there's anything we haven't answered for you here, or even if there's anything you're not completely sure about, please don't hesitate to contact us. We'd love to hear from you!

Mail: Insuranceline

Reply Paid GPO Box 5380

Svdnev NSW 2001

Phone: 1300 880 750

8am - 8pm (AEST) Monday to Friday

Fmailcustomerservice@insuranceline.com.au

For legal purposes and quality control, all phone calls are recorded. If you don't want your call recorded, please tell us. In this case, we may ask that your request be put in writing.

# Statutory fund

The assets of TAL's Statutory Fund Number 1 will be liable for the payment of all Benefits under this Policy. You have no rights to the assets of TAL or any TAL Statutory Fund.

#### Risks

There are risks involved with taking out insurance that you should be aware of. These include:

- vou may not select the right insurance product and Cover level for your needs;
- it is possible to pay more in premiums than the amount you are Covered for:
- if you are replacing another insurance contract, you should consider the terms and conditions of each insurance contract before deciding to make the change:
- our policies do not contain a savings or investment component, which means that if you cancel your Policy after the 30 day cooling off period, you will not receive any money back.

You should consider if the Policy meets your needs both now and in the future. You may need to seek assistance from a financial adviser to assist you to determine if the terms are consistent with your objectives, financial situation and needs.

# Dispute resolution process

Insuranceline offers an internal dispute resolution service in relation to any concerns you may have about your Policy, our services or your privacy. If a dispute is not resolved to your satisfaction through our internal dispute resolution service, you may then refer your concern to an external dispute resolution service. These are free of charge to you.

### Internal dispute resolution service

In the first instance, we hope that our representatives can handle any concern you may have. Please call us on 1300 880 750 or write to us at Insuranceline, Reply Paid GPO Box 5380, Sydney NSW 2001 or via email at insuranceline@insuranceline.com.au. If you are not satisfied with our initial response, please ask to speak to the Internal Dispute Resolution Team who will handle your matter personally, or write to our Internal Dispute Resolution Team.

We will attempt to resolve your complaint within 30 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and ask for your consent to attempt to resolve it within a further set period.

#### External dispute resolution service

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

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

Website: www.afca.org.au Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority,

GPO Box 3, Melbourne VIC 3001

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

### Privacy

Personal and sensitive information is collected from you or about you to enable TAL to provide insurance products or services to you. Further information may be requested from you at a later time, such as if you want to make alterations to your insurance Policy or at claim time when we may need to collect financial and health information about you to process the claim.

If you do not supply the required information to us we may not be able to provide our products and services to you or pay your claim.

# Our privacy policy

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

Our Privacy Policy contains details about the following:

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

## Contacting us about privacy matters

If you have any questions regarding privacy related matters. about how we manage your information or a complaint relating to privacy please contact us using the contact details below:

Mail: Insuranceline

Reply Paid GPO Box 5380

Sydney NSW 2001

Phone: 1300 880 750

8am - 8pm (AEST) Monday to Friday

customerservice@insuranceline.com.au Fmail:

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

## Additional Information about Privacy issues

The website of the Privacy Commissioner which is available at www.oaic.gov.au is a useful source of additional information about both the privacy rights of individuals and the privacy laws imposed on organisations such as ours. This website also contains sensible steps that individuals can take to protect their information when dealing with organisations and when using modern technology. We take no responsibility for the contents of this Government run website.

# Access to information held about you

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

If, for any reason we decline your request to access and/or update your information, we will provide you with details of the reasons.

In some circumstances it may be appropriate to provide copies of complex medical information to a treating GP rather than directly to our customer so that the medical terminology can be explained.

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

- · If the access would have an unreasonable impact on the privacy of other people; or
- · If the access request is frivolous or vexatious; or
- If giving access would be unlawful.

## Disclosure of information

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

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

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

## Direct marketing and opt out

From time to time we and our related entities or business partners may use your personal information for the purpose of marketing our products and services, together with the products and services of third parties that we think may be of interest to you. We may do this by phone (where we have your valid consent), mail, email, SMS or other electronic messages. If you do not want us to use or disclose your personal information for these marketing purposes please contact us on 1300 880 750 or email customerservice@insuranceline.com.au

#### Contact from us

From time to time we may contact you by telephone about your Policy. If you do not want to receive calls from us at all, or would prefer to receive calls at certain times or days, please contact us by calling 1300 880 750 or write to Insuranceline, Reply Paid GPO Box 5380, Sydney NSW 2001.

## How we communicate with you

The Policy Schedule, correspondence and notices about your Policy will be sent to the email address you give to us unless you ask to receive this information in the post. You can nominate at any time to receive your policy correspondence by post instead of email. You should save or print a copy of any information or documents that we email to you, and keep these in a safe place so that you can always refer back to them.

If you ever lose or misplace these documents and need another copy, just give us a call or send an email to customerservice@insuranceline.com.au, so a replacement can be organised.

## More than one Life Insured

You can have more than one Life Insured on the same Policy. subject to you meeting entry age requirements, satisfying health and lifestyle criteria. Each Life Insured can have a different amount of Insuranceline Income Protection Cover

All Lives Insured will be shown individually on your Policy Schedule along with their respective premium.

If more than one Life Insured is covered under this Policy, a reference to a Life Insured means each respective Life Insured individually.

You may apply to add a new Life Insured to your Policy after the Policy Commencement Date, subject to the Life Insured meeting entry age requirements, and satisfying health and lifestyle criteria, where applicable. If a new Life Insured is added, a new Policy Schedule will be sent to you listing all the Lives Insured covered under the Policy, effective as of the issue date of the Policy Schedule.

The 30 day cooling-off period only applies when the Policy is first issued. No further cooling-off period applies when a Life Insured is added to an existing Policy.

The Glossary defines expressions used in the Policy.

Accidental Injury, Injury or Injuries means a bodily Injury directly and solely caused by violent, external and visible means. Intentional self-inflicted Injuries and Injuries which occurred prior to the Cover Commencement Date are not covered.

Australian Resident means an Australian or New Zealand citizen or Australian permanent resident, currently residing in Australia who has received the PDS in Australia

Bed confined means the Life Insured is an inpatient in a hospital, or, if not in hospital, a Medical Practitioner has certified the Life Insured is required to remain in or near a bed for a substantial part of each day.

Benefit means the monthly amount or lump sum amount, as applicable, we will pay you upon a claim accepted by us for the respective Cover type on your Policy. If a partial benefit is payable, the amount paid will be at the rate of 1/30th of the benefit for each day the life insured is out of action.

Certified Copy is a copy of an original document that has been certified as a true and correct copy by a person who is authorised to witness a statutory declaration. Persons who are authorised to witness statutory declarations, under the Commonwealth Statutory Declarations Act 1959, include:

- · Accountant (Chartered or Certified)
- Clerk of a Court
- · Commissioner for Affidavits
- Commissioner for Declarations
- Dentist
- · Justice of the Peace
- · Legal Practitioner
- Magistrate
- · Medical Practitioners
- Nurse
- Pharmacists
- Police Officer
- · Post Office Manager
- · Sheriff or Sheriff's Officer
- Teacher
- · Veterinary Surgeon

Claim Payout Period means the maximum period for which a Benefit is payable as shown in your Policy Schedule, Benefit payments for Mental Health Related Conditions under Insuranceline Income Protection, are limited to 2 years over the life of your Policy.

Claim Waiting Period means the continuous period of Out of Action time that must elapse before a Benefit starts to accrue and/or become payable in respect of a Life Insured. The Claim Waiting Period is shown in your Policy Schedule. It commences on the later of the date a Medical Practitioner first certifies the Life Insured as being Out of Action and the date the Life Insured ceases work. No Benefits are payable during the Claim Waiting Period.

**Cover** means Cover nominated under the plan type selected by the Policy Owner and which we have accepted in writing. The Cover we have accepted will be shown in the Policy Schedule.

Cover Commencement Date means the date a Benefit was added to your Policy. A Qualifying Period may apply. Cover for Sickness, Injury and Mental Health Related Conditions commences only after the Qualifying Period has ended unless otherwise specified.

#### Earnings means:

- (a) if the Life Insured, directly or indirectly, owns all or part of the business in which his or her work is performed (ignoring shares in publicly listed companies), their share of income earned in the conduct of the business or profession, less their share of business expenses necessarily incurred in the conduct of the business or profession; or
- (b) if the Life Insured is an employee (and paragraph (a) does not apply), salary, wages, superannuation, bonuses and any other income considered part of the Life Insured's remuneration package, earned by him or her for services performed.

Income paid from other disability income policies, retirement plans, lump sum disability payments, rental income and investment income are some examples of income we would not consider part of Earnings.

Full recovery means for a continuous period of 6 months, you have not been Out of Action.

Gainful occupation, Gainful employment means an occupation in which the Life Insured is working and as a result of the Life Insured's physical exertion generates Monthly Income.

Immediate Family Member means a spouse, de facto, partner (same or opposite sex), child, grandchild, parent, grandparent, sibling, aunt, uncle, cousin, niece or nephew.

Index and Indexation means the percentage increase in the Consumer Price Index (weighted average of eight capital cities combined) as last published by the Australian Bureau of Statistics or its successors in respect of the 12 month period ending 30 September in each year. If this is not available by 15 November in any year, the percentage increase will be calculated by reference to another price Index as TAL determines. Where the Indexation Factor is negative, we will not apply a change to your level of Cover.

**Injury or Injuries** means an accidental bodily Injury. The Injury must be caused directly and solely by an Accident.

Life Insured means the person/s we have agreed to insure under this Policy as shown in the Policy Schedule. Also described as 'you' or 'your'.

Medical Practitioner means a person who is registered in Australia as a Medical Practitioner, other than:

- · the Life Insured:
- · the Policy Owner;
- a business partner of the Life Insured; or
- an Immediate Family Member of the Life Insured.

If practising other than in Australia, the Medical Practitioner must be approved by us, acting reasonably, and have qualifications equivalent to Australian standards.

Physiotherapists, nurse practitioners, and/or alternative therapy providers, chiropractors, acupuncturists, for example, are not considered by us to be Medical Practitioners.

Mental Health Related Condition means a mental health illness. disorder or condition diagnosed by a Medical Practitioner that interferes with the Life Insured's cognitive, emotional or social abilities.

**Monthly Income** means the gross (before tax is deducted) average earnings of the Life Insured in the 12 consecutive months prior to the start of the Claim Waiting Period. Proof of income in the form of tax returns and assessment notices or employer issued pay slips is required.

## Other Payment means:

- (a) sick leave payments received from your employer; and/or
- (b) any payment or payments received or payable:
  - from any other individual or group income protection Policy:
  - under social security laws: or
  - pursuant to any workers' compensation or accident claim made under any state or federal legislation or under common law where these Other Payment(s) relate to a condition or event covered by your Policy and the amount of these Other Payments do not account for Benefits paid or payable under your Policy.

Out of Action means the Life Insured is solely as a result of Sickness or Injury, as diagnosed by a Medical Practitioner and on his/her advice and in our reasonable opinion having regards to the diagnosis and supporting medical evidence is:

- unable to attend or engage in his/her Usual Occupation:
- not working in or performing any occupation, whether income generating or not; and
- under the regular care of and following the advice of a Medical Practitioner, including recommended courses of treatment.

Policy means the legal contract between the Policy Owner and us. This document, the application (whether in writing, verbally or online), the Policy Schedule, and any special conditions or endorsements make up the Policy.

**Policy Anniversary** means each anniversary of the Policy Commencement Date.

Policy Commencement Date means the date your Policy started and is shown in your Policy Schedule.

**Policy Owner** means the person/s shown in the Policy Schedule as the person/s to whom the Policy has been issued. Also described as 'you' or 'your'.

**Policy Schedule** means the document which will be provided to you by us, containing details of the Life/Lives Insured under this Policy. The Policy Schedule includes the Confirmation of Personal Details and Additional Information sections of the pack mailed to you after purchasing the Policy. Your Policy Schedule will be updated by us as a result of:

- · any changes you make to your Policy and agreed to by us; and/ or
- any changes made by us in accordance with these Policy Conditions.

Qualifying Period means a period of time during which no cover is provided under this Policy for Sickness, Injury or Mental Health Related Conditions, A Qualifying Period applies when you first take out Cover, and if you increase your Monthly Benefit amount. Cover for Sickness, Injury and Mental Health Related Conditions commences only after the Qualifying Period has ended unless otherwise specified.

**Self-Employed** means a Life Insured (or an Immediate Family Member of the Life Insured) who is a business owner, sole trader. an employee of their own company or trust, or is in a partnership.

Sickness means an illness or disease that first manifests itself or is first suffered by the Life Insured after the Cover Commencement Date or in the case of an increase to a Benefit. after the commencement of the increase, and which is diagnosed by a Medical Practitioner.

Underwriting refers to the process that we use to assess the eligibility of a Life Insured to receive Cover. Based on the Life Insured's responses, Cover may be declined or specific exclusions may be applied.

#### **Usual Occupation** means:

- the occupation in which the Life Insured was engaged for 20 or more hours a week immediately prior to being Out of Action and for which regular remuneration was received as a result of personal exertion: or
- any occupation for which the Life Insured is suited by reason of his or her education, training and/or experience.

We, us, our, TAL, the Insurer, mean TAL Life Limited, ABN 70 050 109 450 AFSL 237848.

# Insuranceline direct debit service agreement

This Agreement is issued by TAL Life Limited. It sets out the conditions for using direct debit to pay your insurance premiums. Please keep this Agreement in a safe place for future reference.

## How direct debit works

On the day your premiums are due, we send a request to Your financial institution to debit the payment from Your nominated account

It usually takes between one to three days for the funds to be deducted — so make sure you keep enough money in your account during this time. If there are insufficient funds in Your account to Cover your premium payment, your bank may charge you a dishonour fee, and your insurance Cover may lapse.

Insuranceline does not charge a dishonour fee for missed payments, but we may cancel your Cover if your premiums remain unpaid.

## When we deduct your payments

Usually we'll deduct your payment on the day it is due. Here are the exceptions:

- Weekends we'll deduct your payment the next business day, usually Monday.
- National public holidays (Christmas Day, Boxing Day, New Year's Day, Australia Day, Easter Friday, Easter Monday, and Anzac Day) — we'll deduct your payment the next business dav.

For public holidays that do not apply in all States, we'll deduct your payment the day it's due.

# Our promise to you

We promise to:

- Give you at least 14 days' written notice of changes to this Agreement.
- · Keep your nominated account information confidential, except where conducting direct debits with your financial institution, or otherwise as required by law.

#### Your commitment to us

You agree that:

- · you've given us the correct account details (please check a recent account statement to confirm);
- the account you've nominated allows direct debit payments;
- · all account holders are party to this Agreement; and
- · sufficient funds will be available on the due dates to Cover Your direct debit payments.

## How to make changes

To make a change to your direct debit arrangement, please contact us on 1300 880 750. Our Customer Care Team can help you with:

- changing your nominated account details;
- delaying, stopping or suspending any debits; and
- · cancelling the Agreement completely.

We'll need at least two business days' notice before your next payment for these changes to take effect.

If you delay, suspend, stop or cancel your direct debit payment, you'll need to make alternative payment arrangements to ensure your insurance Cover can continue.

This Service Agreement is administered by Insuranceline on behalf of the product issuer.

# **Financial** Services Guide

This Financial Services Guide (FSG) is provided by TAL Direct Pty Limited ABN 39 084 666 017 ('TAL Direct'). Insuranceline is a trading name of TAL Direct. TAL Direct holds an Australian Financial Services Licence (AFSL 243260) and is related to the insurer TAL Life Limited ABN 70 050 109 450 AFSL 237848 ('TAL Life'). TAL Direct and TAL Life are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies ('TAL'). TAL Direct is responsible for the content of this FSG and has authorised its distribution. For the purpose of this FSG references to we, us and our mean 'TAL Direct'.

## Purpose of this Financial Services Guide

We are required to give you this Financial Services Guide (FSG) by law before we can provide you with any financial services. It contains important information about the authorised services we offer, the remuneration received by us, our service providers and our internal and external dispute resolution services. This FSG is designed to assist you in deciding whether to use any of the authorised services

#### Our services

TAL Direct is authorised and responsible under its Australian Financial Services Licence to:

- Provide financial product advice about life risk and superannuation products to retail clients;
- Provide general advice only on general insurance products to retail clients:
- Deal in life and general insurance products to retail clients; and
- Arrange superannuation products to retail clients.

# Who are our representatives?

A number of representatives have been appointed by TAL Direct to provide a financial service over the telephone. These people have received specialist training to discuss the products we offer.

# What does general advice mean?

It is important that you understand that we will not provide personal advice or make recommendations about suitability of the product for you. Therefore, you should carefully review the Product Disclosure Statement (PDS), having regard to your own objectives, financial situation and needs before deciding to purchase.

The PDS sets out the important information you should consider when deciding to acquire or to continue to hold a certain product. including the insurer and the benefits, features and associated costs of the product.

You can read the PDS prior to receiving a call from our representative or if you like, you can ask our representative to read it to you.

## Who we act for

When our representatives provide financial product advice, arrange for the insurer to issue policies or continue policies, they are acting for TAL Direct

TAL Direct is also authorised to issue and administer policies and, until 8 December 2021, to pay claims on behalf of certain insurers under an arrangement called a "binder". From 9 December 2021, TAL Direct will cease to pay claims on behalf of these insurers. These insurers are for life cover, TAL Life and for Involuntary Unemployment Cover, St Andrew's Insurance (Australia) Pty Ltd. ABN 89 075 044 656 AFSL 239649 (St Andrew's). When TAL Direct does this we will tell you and, in these circumstances, TAL Direct is acting for the insurer. TAL Direct will not issue or arrange for the issue of a life risk or general insurance product for any insurer or issuer other than the above mentioned insurer or trustee.

The registered address for the insurer and trustee are: TAL Life - Level 16, 363 George Street, Sydney NSW 2000 St Andrew's - Level 6, 100 Skyring Terrace, Newstead QLD 4006

# Dispute resolution process

Insuranceline offers an internal dispute resolution service in relation to any concerns or complaints you may have about your policy, our services or your privacy. If a dispute is not resolved to your satisfaction through our internal dispute resolution service. you may then refer your concern or complaint to an external dispute resolution service.

## Internal dispute resolution service

In the first instance, we hope that our representatives can handle any concern or complaint you may have. Please call or write to us first. If you are not satisfied with our initial response, please ask to speak to the Internal Dispute Resolution Team who will handle your matter personally, or write to our Internal Dispute Resolution Team at the address shown at the end of this ESG.

## External dispute resolution service

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

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

Website<sup>-</sup> www.afca.org.au Fmailinfo@afca.org.au 1800 931 678 (free call) Telephone:

In writing to: Australian Financial Complaints Authority

GPO Box 3. Melbourne VIC 3001

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

## Personal information

Personal and sensitive information is collected from you to enable TAL and St Andrew's to provide products or services to you. Further information may be requested from you at a later time, such as if you want to make alterations to your insurance policy or at claim time.

The ways in which Insuranceline and St Andrew's collect, use, secure and disclose your personal information, as well as details about how to access or correct your personal information held by us, or make a complaint in relation to privacy, is set out in the Insuranceline and St Andrew's Privacy Policies, which are available at www.insuranceline.com.au/Privacy-Policy and www.standrews.com.au or free of charge on request to Insuranceline by contacting 1300 880 750 or customerservice@insuranceline.com.au. If you have any questions regarding your privacy please contact us. You may be entitled to gain access to information we have on file about you. If you wish to request access please contact TAL in writing.

If you do not supply the required information to us we may not be able to provide our products and services to you or pay your claim. In processing and administering your insurance (including at the time of claim) your personal information may be disclosed to St Andrew's (and its related bodies corporate) and TAL Life as well as any related bodies corporate including the following third parties, where necessary: your employer, general practitioners or health professionals to verify any health information you may provide, your (or your employer's, if relevant) financial adviser,

other companies within the TAL group of companies or partner organisations including companies based overseas; organisations to whom we outsource our mailing, administration and information technology, investigators, the Trustee (if relevant), the administrator of the product or fund, reinsurers. Government departments if required or authorised to do so, or any person acting on your behalf such as a lawyer or accountant. Information regarding the privacy rights of individuals is available at www.oaic.gov.au which is the website of the Office of the Australian Information Commissioner

## Opt-out

From time to time Insuranceline may use your information to offer, invite you to apply or promote and market our products and services to you. We may do this by phone (where we have your valid consent), mail, email, SMS or other electronic messages. Your consent shall remain in effect in accordance with relevant law or until you tell us otherwise. If you do not want to receive telemarketing calls, or would prefer to receive telemarketing calls at certain times or days, please call us on 1300 880 750. If you do not want to receive any further information on other products or services offered by Insuranceline, please call 1300 880 750 or email customerservice@insuranceline.com.au.

#### Disclosure of remuneration

When insurance is arranged for you, you will be required to pay a premium and this will be paid to the insurer of the product. The premium includes any commission payable by the insurer for distributing the product so you do not need to pay any extra.

Where Involuntary Unemployment Cover is arranged for you, St Andrew's will pay a commission to TAL of up to 35% of the Involuntary Unemployment component of each premium paid. Currently GST of 10% is applied to amounts paid to TAL.

Where a representative arranges a policy for you over the telephone, that representative may in addition to their salary receive a commission from TAL. The amount of commission is dependent on a number of factors including the number of policies issued and the quality of the representative's conduct.

You are entitled to request details of this remuneration, and may do so by contacting us on the number specified in this FSG. This request may be made after you receive the FSG and before any financial service is provided to you. There may be circumstances where additional commissions, bonuses and non-cash incentives are paid to representatives and these will accrue from time to time. These are not an additional cost to you. TAL may also pay referral fees or commissions to people or organisations that refer new customers to us. The referral fee may be paid in the form of an upfront commission fee and/or periodical trail fees. This will be at no additional cost to you. In addition to paying referral fees, TAL may from time to time give other non-cash benefits to referral partners.

## Direct debit request summary

This summary describes how the Direct Debit Request system works. Upon issue of your Policy, you will also receive a full copy of the Direct Debit Request Service Agreement. You should read the Agreement carefully as it explains your rights and obligations relating to your ongoing direct debits.

When you complete your bank details and sign the authority, you are authorising the direct debit of the appropriate premiums from your nominated account. Your authority will be kept confidential at all times. If your premium cannot be paid (for example there's not enough money in your nominated account) your bank may dishonour that payment, in which case your policy may lapse and all Cover will cease.

If you have concerns about its operation or you subsequently need to change any aspects of the authority, please notify us. From time to time updates about our services which are subject to change and which are not materially adverse to you may be found on the Insuranceline website at www.insuranceline.com.au and if you request a paper copy of any updated information, this will be provided to you without charge.

#### Pl Insurance

TAL Direct is part of TAL and we confirm that TAL retains professional indemnity (PI) insurance to cover the activities of licensees within TAL, including TAL Direct. This PI Cover is maintained in accordance with the law, is subject to its terms and conditions and provides indemnity up to the sum insured for the activities of the representatives of TAL and TAL Direct.

#### How to contact us

Phone: 1300 880 750 Fax. 1800 730 099 Mail: Insuranceline

Reply Paid GPO Box 5380

Sydney NSW 2001

Email: customerservice@insuranceline.com.au

Web: insuranceline.com.au

1300 880 750 8am – 8pm (AEST) Monday to Friday customerservice@insuranceline.com.au Reply Paid GPO Box 5380, Sydney NSW 2001 insuranceline.com.au

# Insuranceline