## Insuranceline



Combined Product Disclosure Statement and Financial Services Guide

### **Contents**

The life insurance benefits and this Product Disclosure Document and Policy Document (PDS) are issued by TAL Life Limited ABN 70 050 109 450 AFSL 237848 of Level 16, 363 George Street, Sydney NSW 2000 (TAL). The Financial Services Guide (FSG) is issued by TAL Direct Pty Limited ABN 39 084 666 017 AFSL 243260 (TAL Direct). TAL Direct distributes Insuranceline Life Insurance under its trading name Insuranceline. TAL and TAL Direct are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies.

#### **About this document**

This document is designed to help you decide whether to buy an Insuranceline Life Insurance Policy. The information contained in this document is general information only. It does not take into account your objectives, financial situation or needs. Therefore, you should consider the appropriateness of the advice having regard to your objectives, financial situation and needs before making a decision to buy or continue to hold 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 and the Policy Owner. This PDS sets out all 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 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.

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.

From time to time, updates to our products that are not materially adverse to you will be published on the Insuranceline website at insuranceline.com.au. You can call us on **1300 880 750** if you would like a copy sent to you.

In this document, some words 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 Policy Owner. References to 'we'. 'us' and 'our' mean TAL.

Headings have been included to assist your understanding of the terms and conditions of your Policy, but they do not alter how clauses are to be interpreted (unless stated otherwise or the context indicates the contrary). Where the context provides for it, words indicating the singular can be taken to mean the plural and vice versa.

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 sections titled 'When is a benefit not payable?'.

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## You can't control life, but you can help protect it with Insuranceline's Life Insurance

No one likes to contemplate that they will ever need it, but life insurance safeguards your family's future and the life you've worked hard to build if you're no longer around. It allows you to create a safety-net with a lump sum payment to your family that provides them with financial choices at a time of loss, terminal or major illness, or serious injury. The payout can help with things like covering the mortgage or other debts, compensating for loss of earnings or contributing to keeping the household running.

With Insuranceline Life Insurance, you can also choose from a range of Optional Severity Based Illness Covers to help protect yourself and your family from temporary setbacks. These covers provide a lump sum payment that draws down on your main Life Insurance benefit, to assist with medical and out-of-pocket expenses while you're recovering from certain illnesses or injuries. Later, your family can access your remaining Life Insurance benefit in the event of your passing. It can help you in life, and your family in death. See examples on page 7.

### Convenient

Insuranceline Life Insurance is designed to provide you with a quick decision on the outcome of your application, based on the information provided by you in a short application and you are not required to undergo any medical tests or exams to apply for this product.

#### Flexible choices

Insuranceline Life Insurance caters for your needs as circumstances change throughout your life. You can use the Life Events feature to increase your Cover amount along with the changing needs of your family, like taking out a new mortgage, or having a baby – and we won't ask you a whole lot of questions about your health and lifestyle (see page 12 for full details). You can apply to add Optional Severity Based Illness Covers to your Policy at any time up to age 55 and you have flexibility to nominate the frequency and payment day of your premium. It's life insurance your way.

### Value for money

Life Insurance can be a simple, cost-effective way to help your family manage the financial impacts of your passing. For the cost of the premiums each year, they'll have access to a lump sum cash payout to help keep their lives on track when you're no longer around – peace of mind and value for money.

### Insuranceline Life Insurance cont.

There are no hidden fees and charges with your Insuranceline Life Insurance Policy. You'll know exactly what you're paying for. You can get discounts for higher levels of Cover, and get a family discount when adding a partner to your Policy (maximum two people per Policy).

### Straightforward claims

To many, the claims process seems lengthy and complex. At Insuranceline, a claims consultant is assigned to each claim to provide support for every step of the claim – which includes help with completing the paperwork and following up on documentation, right through to assessment and processing of the claim. We keep in touch throughout the process with the progress of the claim.

When a Life Cover claim is approved, we can provide an advance payout of up to \$10,000, with the balance of the Benefit Amount payable once we have received all of the required paperwork. The advance payout can help your family with any immediate costs, such as the expense of legal fees involved with settling the estate.

### **Choice of Optional Severity Based Illness Cover**

Optional Covers, such as Major Illness Cover and Cancer Cover (of a specified criteria), allows you to access part of your Life Insurance when you need it most. It can assist with the cost of treatment and recovery from a list of major medical conditions. With constantly improving medical treatments and techniques, your chances of surviving a major illness or injury are better than ever. But these treatments are often costly and can be ongoing for months or even years. These optional covers help ensure you and your family are taken care of financially so you can focus on your recovery.

See two examples on the following page of how Major Illness Cover and Cancer Cover work. These are only two examples of the way the Optional Severity Based Illness Covers work, and are distinct and unrelated to each other.

## **Examples of Optional Severity Based Illness Covers**

### Policy before claim of Major Illness Cover



Major Illness Cover \$100.000



In the event you suffered an Insured Condition and we pay you \$100,000 under your Major Illness Cover, your Life Insurance Benefit Amount would reduce by \$100,000 to \$900,000 and your Major Illness Cover would end.

### Policy after payout of claim of Major Illness Cover



### **Policy before claim of Cancer Cover**



In the event that you suffered Cancer (of a specified criteria) as defined in the PDS and we pay you \$250,000 under your Cancer Cover, your Life Insurance Benefit Amount and Cancer Cover would reduce to \$0 and Cover for the Life insured under the Policy would end.

### Policy after payout of claim of Cancer Cover



### How to apply

If you're between 18 and 65, getting a quote and applying is as easy as calling **1300 880 750** or visiting **insuranceline.com.au**.

## 2 Life Insurance at a glance

	What's covered	How is the Cover paid	Who gets the payment	Maximum Cover amount	Medical history required	Who can apply	Exclusions, Qualifying or Waiting Periods
Life Cover	Death     Terminal Illness     Life Events     feature	Lump sum     Benefits are     usually tax free     and premiums     not tax     deductible	Policy Owner/s or beneficiary/ies  If the Life Insured is the sole Life Insured and Policy Owner, the Life Insured's estate	•\$1.5 million	•Yes	• Australian Residents aged 18 to 65	•Suicide or intentional self- injury is not covered during the first 13 months See pages 12 - 13 for full details
	Optional Se	everity Based Illness C	Cover				
Major Illness Cover	Specified critical illnesses such as Cancer (of a specified criteria), Stroke (resulting in new neurological deficit), Heart Attack (of specified evidence) - partial payment, Heart Attack (with specified evidence of severe heart muscle damage) - full payment, Coronary Artery Bypass Surgery, Major Organ Transplant (of specified organs), See Optional Severity Based Illness Cover - Insured Conditions section for more details     Specified serious Injuries	Lump sum     Benefits are     usually tax free     and premiums     not tax     deductible	•Policy Owner/s	•\$250,000 except for Heart Attack (of specified evidence) - partial payment •The benefit payable for Heart Attack (of specified evidence) - partial payment is the greater of \$10,000 or 10% of your Major Illness Cover Benefit Amount (unless your Cover is less than \$10,000).	•Yes	•Australian Residents aged 18 to 55	No benefits will be paid for Cancer (of a specified criteria), Heart Attack (with specified evidence of severe heart muscle damage) - full payment, Heart Attack (of specified evidence) - partial payment, Stroke (resulting in new neurological deficit), Coronary Artery Bypass Surgery arising during the 90 days following Cover Commencement Date  See pages 14 - 25 for full details

## Life Insurance at a glance cont.

	What's covered	How is the Cover paid	Who gets the payment	Maximum Cover amount	Medical history required	Who can apply	Exclusions, Qualifying or Waiting Periods
	Optional Se	verity Based Illness C	over				
Cancer Cover	Diagnosis of life- threatening Cancer (of a specified criteria)	Lump sum     Benefits are usually tax free and premiums not tax deductible	•Policy Owner/s	•\$250,000	•Yes	• Australian Residents aged 18 to 55	•No Cover exists for the 90 days following Cover Commencement Date See pages 14 - 19 for full details
Exclusions and Qualifying Period	•Exclusions apply to Major Illness Cover and Cancer Cover - see pages 14 - 25 for further details.	•No benefit will be payable for Cancer (of a specified criteria), Heart Attack (with specified evidence of severe heart muscle damage) - full payment, Heart Attack (of specified evidence) - partial payment, Stroke (resulting in new neurological deficit) and Coronary Artery Bypass Surgery if the condition occurred or was diagnosed, or the circumstances leading to diagnosis became apparent, within 90 days after the Cover Commencement Date including any increases in Cover.					

### 3 Life Cover

### **Life Cover**

The Benefit Amount is payable in the event of the death of a Life Insured, or they are diagnosed with a Terminal Illness.

Upon approval of a death claim, an advance payment of up to \$10,000 can be made available to assist with the immediate legal and other expenses that are likely to arise, with the balance of the Benefit Amount payable once we have received all of the required paperwork.

All Australian Residents aged 18 – 65 are eligible to apply. A Benefit Amount of up to \$1.5 million is available per Life Insured.

### **Life Events feature**

With this feature you can increase your Life Cover Benefit Amount without any evidence of your health or pastimes following a Significant Life Changing Event, such as having a baby or taking out a new mortgage (see page 47 for full list of events). This feature can be exercised once every 12 months and the amount of each increase is up to the lesser of \$100,000 or 20% of the Life Cover Benefit Amount when you apply for an increase under this feature. Total increases under the Life Events feature cannot exceed 100% of your original Life Cover Benefit Amount. Applications must be made within 90 days of a Significant Life Changing Event occurring and before the Life Insured's 60th birthday.

The Life Events feature is not available:

- if you have a Policy with a special term; or
- if you have made a claim or are eligible to make a claim on this Policy or any other policy issued by us.

### When is a benefit not payable

A Life Cover benefit is not payable in the event of intentional self-inflicted act or suicide within 13 months of:

- the Cover Commencement Date; or
- the date of any Benefit Amount increase applied by you, but only in respect of that increase.

#### Overseas travel

No payments will be made under Insuranceline Life Insurance if the event giving rise to the claim is caused by you being in a country for which the Australian Department of Foreign Affairs and Trade or any successor government department or agency 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.

### **Special terms**

We will also not pay a Life Cover benefit where we have agreed with you a special term in respect of your Cover that specifically excludes the event or condition causing or contributing to the claim. Any such special term will be agreed with you before your Policy is issued and will appear on your Policy Schedule.

Once you have provided a safeguard for your family with Life Cover, protect them further by adding Optional Severity Based Illness Cover. The total value of the Optional Severity Based Illness Cover cannot exceed the Life Insurance Benefit Amount or \$250,000, whichever is lower, for each Life Insured.

The Optional Severity Based Illness Cover Benefit Amount will be paid as a lump sum upon the diagnosis of an Insured Condition covered by the Policy or on the Life Insured undergoing one of the medical procedures covered by the Policy. Where your Major Illness Cover Benefit amount is \$10,000 or more, the benefit payable for Heart Attack (of specified evidence) - partial payment, is the greater of \$10,000 or 10% of your Major Illness Cover Benefit Amount. Where your Major Illness Cover Benefit Amount is less than \$10,000, the benefit payable is your total Major Illness Cover Benefit Amount.

The definition of the Insured Condition or medical procedure must be met for an Optional Severity Based Illness Cover benefit to be payable. Evidence of the Insured Condition or medical procedure must be provided by a Medical Practitioner. See pages 16 - 25 for the Insured Conditions and procedures covered by each of the Cover options, their definitions and any exclusions that apply.

There are two options. All Australian residents aged 18 to 55 are eligible to apply for Optional Severity Based Illness Cover.

### **Major Illness Cover**

Major Illness Cover is designed to help protect you and your family from a major setback due to specified critical illness or injury.

#### **Cancer Cover**

Cancer Cover is designed to help protect you and your family from a major setback due to life-threatening Cancer (of a specified criteria).

## When is an Optional Severity Based Illness Cover benefit not payable?

The Optional Severity Based Illness Cover benefit is not payable if the Insured Condition was directly or indirectly caused by:

- Any intentionally self-inflicted act (including attempted suicide).
- The Life Insured's participation in any criminal or unlawful activity.

### **Qualifying Period**

No payments will be made for Cancer (of a specified criteria), Heart Attack (with specified evidence of severe heart muscle damage) - full payment, Heart Attack (of specified evidence) - partial payment, Stroke (resulting in new neurological deficit) or Coronary Artery Bypass Surgery that occurs, is diagnosed, or the circumstances leading to the diagnosis become apparent during the 90 days following the Cover Commencement Date.

See pages 16 - 25 for other exclusions to specific Insured Conditions.

#### Overseas travel

No payments will be made if the event giving rise to the claim is caused by you being in a country for which the Australian Department of Foreign Affairs and Trade or any successor government or agency 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.

#### Special terms

We will not pay any benefits where we have agreed with you a special term in respect of your Cover that specifically excludes the event or condition leading to the claim. Any such special term will be agreed with you before your Policy is issued and will appear in your Policy Schedule.

### **How Optional Severity Based Illness Cover works**

The Optional Severity Based Illness Cover is attached to your Life Cover and any payment under the Optional Severity Based Illness Cover will reduce your Life Cover benefit by the amount of the payment.

For example, if you had:

- \$500.000 of Life Cover: and
- \$100,000 of Major Illness Cover;

then in the event you suffered an Insured Condition and we paid you \$100,000, your Life Cover benefit would reduce by \$100,000 to \$400,000.

### Optional Severity Based Illness Cover – Insured Conditions

In order for a benefit to be paid, the Insured condition must meet the full criteria and severity requirements for that condition.

For many Insured Conditions, this means the condition will be required to progress beyond a diagnosis.

**Diagnosis** means the process of a Medical Practitioner or specialist Medical Practitioner determining which Illness or Injury explains an individual's symptoms.

**Severity** means the seriousness of an Insured Condition in order for a benefit to be paid.

The Life Insurance Code of Practice (The Code) sets out how insurers will assess your claim if your policy has a medical definition which specifies an obsolete method of diagnosis or treatment that is no longer used in mainstream medical practice in Australia. Information about The Code can be found in the 'Important information' section (section 5) of this PDS.

Details of Insured Conditions and exclusions under Major Illness Cover and Cancer Cover:

Insured Condition	What's covered	What's not covered
Cancer (of a specified criteria)  Applicable to Major Illness Cover and Cancer Cover	Cancer (of a specified criteria) means any malignant tumour diagnosed with histological or cytological confirmation and characterised by:  a. the uncontrolled growth of malignant cells; and b. invasion and destruction of normal tissue beyond the basement membrane.  The term malignant tumour includes lymphoma (including Hodgkin's and non-Hodgkin's disease), leukaemia, multiple myeloma and malignant bone marrow disorders.  Carcinoma in situ of the breast which requires:  the removal of the entire breast due to any malignant tumour diagnosed with histological or cytological confirmation; or  breast conserving surgery with either radiotherapy or chemotherapy.  Carcinoma in situ of the testicle that requires the removal of the entire testicle and malignant tumour requires histological and cytological confirmation.  Skin melanoma that:  a. has evidence of metastasis;  b. is at least Clark level 3;  c. is showing signs of ulceration; or  d. is greater than 1.0mm maximum thickness using the Breslow method.  Non-melanoma skin cancers that have spread to the bone, lymph node or other distant organs.  Chronic lymphocytic leukaemia that has progressed to Rai stage for more.  Prostate cancer that:  a. has a Gleason score of 6 or more; or  b. requires major interventional therapy including radiotherapy, chemotherapy, biological response modifiers or any other major treatment to arrest the spread of malignancy.  If a surgical procedure is performed for any condition above, it must be considered appropriate and necessary to arrest the spread of malignancy.	Any cancer that occurs, is diagnosed, or the circumstances leading to the diagnosis become apparent within the first 90 days of the Cover Commencement Date, an increase in the Benefit Amount applied for by you (for the increased portion only), or the date of any reinstatement of Cover.  In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:  • All tumours which are histologically described as any of the following:  a. pre-malignant;  b. non-invasive (including tumours that are classified as Tis, Cis or pTa unless stated otherwise);  c. high-grade dysplasia; or  d. borderline or low malignant potential.  • All carcinoma in situ except the examples provided in the 'What's covered' column.  • All skin melanomas except the examples provided in the 'What's covered' column.  • All non-melanoma skin cancers except the examples provided in the 'What's covered' column.  • Chronic lymphocytic leukaemia that has not progressed to Rai stage 1 or more.  • All prostatic cancers except the examples provided in the 'What's covered' column.
Coronary Artery Bypass Surgery Applicable to Major Illness Cover only	Coronary Artery Bypass Surgery means bypass grafting surgery performed to correct or treat coronary artery disease.	Refer to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 including Coronary Artery Bypass Surgery which takes place or the circumstances leading to the procedure become apparent within the first 90 days of the Cover Commencement Date, an increase in the Benefit Amount applied for by you (for the increased portion only), or the date of any reinstatement of Cover.

Insured Condition	What's covered	What's not covered
Heart Attack (with specified evidence of severe heart muscle damage) – full payment Applicable to Major Illness Cover only	Heart Attack (with specified evidence of severe heart muscle damage) - full payment  means the death of a portion of the heart muscle as a result of inadequate blood supply, where the diagnosis is supported by the detection of a rise and/or fall of cardiac biomarker values with at least one value above the 99th percentile upper reference limit (URL) and with at least three of the following:  a. Symptoms of ischaemia.  b. New significant ST-segment-T wave (ST-T) ECG changes or new left bundle branch block (LBBB).  c. Development of new pathological Q waves in the ECG.  d. Imaging evidence of new regional wall motion abnormality present at least six weeks after the event.  If the tests specified above are inconclusive, other appropriate and medically recognised tests will be considered or the definition will be met if at least three months after the event the Life Insured's left ventricular ejection fraction is less than 50 per cent.	<ul> <li>Any heart attack that occurs, is diagnosed, or the circumstances leading to the diagnosis become apparent within the first 90 days of the Cover Commencement Date, an increase in the benefit amount applied for by you (for the increased portion only), or the date of any reinstatement of cover.</li> <li>In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:</li> <li>Any heart attack which is caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner. If alcohol and/or drugs have contributed to the heart attack, it must be confirmed by an appropriate specialist Medical Practitioner.</li> <li>A rise in biological markers because of an elective percutaneous procedure for coronary artery disease.</li> <li>Other acute coronary syndromes including but not limited to angina pectoris.</li> </ul>
Heart Attack (of specified evidence) – partial payment  Applicable to Major Illness Cover only	Heart Attack (of specified evidence) – partial payment means the death of a portion of heart muscle as a result of inadequate blood supply, where the diagnosis is supported by the detection of a rise and/or fall of cardiac biomarker values with at least one value above the 99th percentile upper reference limit (URL) and with at least one of the following:  a. Symptoms of ischaemia  b. New significant ST-segment -T wave (ST -T) ECG changes or new left bundle branch block (LBBB).  c. Development of new pathological O waves in the ECG.  d. Imaging evidence of new regional wall motion abnormality present at least six weeks after the event If the tests specified above are inconclusive, other appropriate and medically recognised tests will be considered.  The benefit payable for 'Heart Attack (of specified evidence) - partial payment' is:  Where your Major Illness Cover Benefit Amount is \$10,000 or more, the benefit payable is the greater of \$10,000 and 10% of your Major Illness Cover Benefit Amount.  Where your Major Illness Cover Benefit Amount is less than \$10,000, the benefit payable is your total Major Illness Cover Benefit Amount.  The benefit for Heart Attack (of specified evidence) - partial payment will only be paid once across all Optional Severity Based Illness Cover.	<ul> <li>Any heart attack that occurs, is diagnosed, or the circumstances leading to the diagnosis become apparent within the first 90 days of the Cover Commencement Date, an increase in the benefit amount applied for by you (for the increased portion only), or the date of any reinstatement of cover.</li> <li>In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:</li> <li>Any heart attack which is caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner. If alcohol and/or drugs have contributed to the heart attack, it must be confirmed by an appropriate specialist Medical Practitioner.</li> <li>A rise in biomarkers because of an elective percutaneous procedure for coronary artery disease.</li> <li>Other acute coronary syndromes including but not limited to angina pectoris.</li> </ul>

Insured Condition	What's covered	What's not covered
Stroke (resulting in new neurological deficit)  Applicable to Major Illness Cover only	Stroke (resulting in new neurological deficit) means a cerebrovascular event producing a new neurological deficit confirmed through clinical examination. This requires clear evidence on a CT, MRI or similar, appropriate scan or investigation that a Stroke (resulting in new neurological deficit) has occurred with evidence of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage.	Any stroke that occurs, is diagnosed, or the circumstances leading to the diagnosis become apparent within the first 90 days of the Cover Commencement Date, an increase in the benefit amount applied for by you (for the increased portion only), or the date of any reinstatement of cover.  In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:  Transient ischaemic attacks.  Non-stroke related reversible neurological deficit.  Cerebral symptoms due to migraine.  Cerebral injury resulting from trauma or hypoxia.  Vascular disease affecting the eye or optic nerve.  Ischaemic disorders of the vestibular system.  Migraine.  Hypoxic events.
Paralysis  Applicable to Major Illness Cover only	Paralysis  means the total and permanent loss of function of two or more Limbs through Illness or Injury causing permanent damage to the nervous system.  This includes, but is not limited to, quadriplegia, paraplegia, diplegia and hemiplegia.	In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:  Conditions which are caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner.
Major Organ Transplant (of specified organs)  Applicable to Major Illness Cover only	Major Organ Transplant (of specified organs) means either the undergoing of a Major Organ Transplant (of specified organs) or upon the advice of an appropriate specialist Medical Practitioner, the placement on a waiting list of a Transplantation Society of Australia and New Zealand recognised transplant unit for the human to human transplant from a donor (who is not the Life Insured) to the Life Insured of:  bone marrow; or one of the following organs:  kidney; heart; lung; liver; pancreas; or small bowel.	<ul> <li>In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following are also not covered:</li> <li>Any transplant of the liver which is caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner.</li> <li>The transplant of any organ, part or parts of an organ or any other tissue transplant which is not listed on page 22.</li> </ul>

Insured Condition	What's covered	What's not covered
Major Organ Failure (of specified organs)  Applicable to Major Illness Cover only	Major Organ Failure (of specified organs) means any of the following:  Chronic lung failure (on permanent oxygen therapy) means end-stage lung disease with a consistent pulmonary function test result of:  FEV1 less than 40% predicted; or  a DLCO less than 40% predicted; and  on permanent oxygen therapy.  Chronic liver failure (resulting in permanent symptoms) means end-stage liver failure resulting in permanent jaundice, ascites and/or encephalopathy; or  Chronic kidney failure (undergoing permanent dialysis) means undergoing permanent dialysis treatment prescribed by a renal physician due to impairment of total kidney function to a severity constituting end stage kidney failure.	In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15 the following is also not covered: Conditions which are caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner.
Permanent Major Physical Impairment Applicable to Major Illness Cover only	Permanent Major Physical Impairment means any of the following:  The total and permanent loss of the use of two or more Limbs due to an Accidental Injury.  The total and irrecoverable loss of sight in both eyes (whether aided or unaided) as a result of Illness or Injury to the extent that:  a. visual acuity in both eyes, on a Snellen Scale after correction by suitable lens is less than 6/60, or  b. the visual field is reduced to 20 degrees or less of arc.  The irrecoverable profound loss of all hearing in both ears, resulting in an auditory threshold of 91 decibels or greater, averaged at frequencies 500, 1000 and 3000 hertz, both natural and assisted, as a result of Illness or Injury. The condition must be diagnosed by an appropriate specialist Medical Practitioner.	In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15, any conditions which are caused or contributed to by alcohol abuse or the use of drugs other than as prescribed by a Medical Practitioner.
Applicable to Major Illness Cover only	Severe Burns means tissue Injury caused by thermal, electrical or chemical agents resulting in full thickness burns. This requires:  20% of the body surface area as measured by the Lund and Browder Body Surface Chart;  50% of both hands requiring surgical debridement and/or grafting; or  50% of the face requiring surgical debridement and/or grafting.	In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15, any burns resulting from the Life Insured being under the influence of alcohol (over the prescribed legal limit according to the relevant state or territory limit), or any drug not prescribed by a Medical Practitioner, or any drug prescribed by a Medical Practitioner and not taken in the correct dosage.
Major Head Trauma (resulting in neurological deficit) Applicable to Major Illness Cover only	Major Head Trauma (resulting in neurological deficit) means head injury due to an Accidental Injury resulting in permanent neurological deficit.  This requires at least a permanent 25% of Whole Person Impairment as defined in the latest edition of the 'Guides to the evaluation of Permanent Impairment, American Medical Association'.	In addition to 'When is an Optional Severity Based Illness Cover benefit not payable?' on pages 14 - 15, any Major Head Trauma resulting from the Life Insured being under the influence of alcohol (over the prescribed legal limit according to the relevant state or territory limit), or any drug not prescribed by a Medical Practitioner, or any drug prescribed by a Medical Practitioner and not taken in the correct dosage.

## 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 statement or answer, a statement or answer that is only partially true, or a statement or answer which does not fairly reflect the truth.

When determining whether you have taken reasonable care not to make a misrepresentation, we may have regard to a range of matters. This will include your particular characteristics or circumstances of which we were aware or ought to have been reasonably aware of.

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

### What can happen 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:

- 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, the type of cover and 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.

### We may require further information

When considering your application, we may require further information, including but not limited to medical, employment, and financial records, to determine whether we are able to offer you cover and on what terms. We may require you or the Life Insured to provide this further information to us. Alternatively, we may require an authority to obtain this information from one or more third parties, for example a treating medical practitioner, employer or accountant.

If you or the Life Insured do not provide the information that we require, or do not authorise us to obtain the information we require from one or more third parties, we may not be able to assess the application or provide you with a Policy or Plan.

#### We may verify your compliance with your duty

We may verify whether what you or the Life Insured told us when applying for cover was accurate and complete, including in the course of assessing any claims made under the Policy. For example, we may do this by comparing what you told us with information contained in medical, financial, employment and other records.

We may require you or the Life Insured to provide these records to us. Alternatively, we may require an authority to obtain these records from one or more third parties. If the records we require are not provided, or we do not receive the necessary authority to obtain the records that we require, it may impact our ability to assess or pay a claim made against the Policy.

#### **Risks**

There are risks involved with taking out Insuranceline Life Insurance that you should be aware of. These include the following:

- It may not be suitable for your needs or you may not select the right type of Cover or level of Cover 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 may lose valuable benefits so 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 you have the financial capacity to fund the costs of cover, over the period you intend to hold the cover. This includes periods in which your financial capacity may change such as, but not limited to, changing employment circumstances, entering retirement or another change in your financial situation. You should form your own assessment of your capacity to fund premiums.

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.

#### When does Cover start and end?

In many cases you can be covered in a few minutes with Insuranceline. The Cover Commencement Date will be listed in the Policy Schedule that will be sent to you. The Policy Schedule is your evidence of the insurance contract and sets out the benefits and options you have selected and have been accepted for.

Cover ends on the earlier of:

- the Cover Expiry Date specified in the Policy Schedule;
- the date we cancel the Policy following a request from the Policy Owner(s);
- the date Cover lapses due to the premium not being paid by the due date (where we have given you notice required by law);
- the date Cover is cancelled due to you making a fraudulent claim:
- the full payment of the Benefit Amount being made by us; or

- the Policy Anniversary following the Life Insured's 99th birthday for Life Cover; and
- the Policy Anniversary following the Life Insured's 65th birthday for Major Illness Cover and Cancer Cover.

If you have not complied with your duty to take reasonable care not to make a misrepresentation and we avoid the Cover, this will mean that we cancel the Cover from the start and treat it as if it never existed.

#### **Guaranteed continuation of Cover**

We guarantee to continue your Policy (provided you pay your premiums when due) until the Cover Expiry Date.

### **Cooling off period**

You have 30 days following the receipt of your Policy to check that your Insuranceline Life Insurance Policy is right for you.

If you're not satisfied with your Policy, you can cancel the Policy by contacting our customer service team or by sending a written cancellation request to us and we will refund any premiums you have paid. This is called the cooling off period.

### **Alterations and variations**

You can request that we make changes to your Cover after it has commenced. We may require you to make this request in writing and to provide more information. Any changes to your Cover are subject to our sole discretion and agreement. Please contact us to understand the possible alterations that may be made to your Cover.

#### Inflation Protection

Our Inflation Protection feature helps your Cover keep up with rises in the costs of living. Unless otherwise requested, Benefit Amounts increase each year up to the Policy Anniversary after age 70 by the Indexation Factor or by 5%, whichever is greater. The Indexation Factor will be applied from 1 January the following year. Premiums will also increase accordingly.

Where the Indexation Factor is negative, we will not apply a change to your level of Cover.

The maximum Benefit Amount that can result after Inflation Protection is \$2,500,000.

If you don't wish to receive the increase you will need to let us know.

### **Increasing your Benefit Amount**

You can apply to increase your Benefit Amount or to add additional benefits at any time up to age 65 for Life Cover and 55 for Optional Severity Based Illness Covers. Your application will be subject to assessment (unless you are applying for an increase under the Life Events feature). Any Cover you already have in place will be unaffected by future applications for increases.

### **Premiums**

This product is designed to provide insurance cover only and does not acquire any cash value. You will not get anything back if you cancel your Policy at any time other than during the cooling off period.

#### 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 sex, whether or not you smoke, the length of time you have had your Policy and how often you choose to pay your premiums. Your premium is calculated based on your age at each Policy anniversary and the length of time you have had your Policy. Premiums will generally increase as you age and with the length of time you hold your cover. The increases will generally be more significant as you get older. 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.

### **Payment of premiums**

Premiums can be paid fortnightly, monthly or annually. If you pay your premiums annually you'll get a discount – you'll pay 11 months' premiums instead of 12. If two lives are insured on the same Policy, the youngest Life Insured will get a 5% discount.

### When premiums are due

Premiums must be paid by the due date. If you stop paying your premiums for any reason, your Cover will be cancelled.

### **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.

If your Policy is cancelled due to non-payment of premiums (following notice from us as required by law), 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.

### Changes to your premiums

Premiums 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 and 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 (this includes 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 Life Insurance portfolio. Please see below.

### 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 insure.

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 a premium is charged because of an adverse change in the health or circumstances of the Life Insured after the Policy Commencement Date.

### **Taxation**

Generally, the premiums you pay will not be tax deductible. This taxation information is based on the continuation of present laws and their current interpretation and is a general statement only. For advice regarding taxation please contact your registered accountant or the Australian Taxation Office.

### Statutory fund

The assets of TAL Life Limited's Statutory Fund Number 1 will be liable for the payment of the benefits under this Policy. You have no rights in the assets of TAL or any TAL statutory fund.

### **Sanctions Laws**

In limited cases, Australian and overseas laws prohibit ("sanction") payments to or from certain persons, and dealings in certain assets (including insurance policies). Where any law requires us, we will not provide cover under, accept premium for, or make a claim or other payment under the Policy, if any Policy Owner, Life Insured or nominated beneficiary:

- is listed on the Australian Department of Foreign Affairs and Trade or other applicable Australian or overseas sanctions list, or where dealing with such person or asset is otherwise unlawful:
- · live in a sanctioned country; or
- requests payment to an account of a bank listed on any Australian or relevant overseas sanctions list or if such bank is located in a sanctioned country.

We are not liable to provide cover, accept premium, or make a claim or other payment if that would expose us to any prohibited sanction under any applicable law.

### **Duty of utmost good faith**

We and you have a duty of utmost good faith under this contract, which means that both of us must act with honesty and fairness when dealing with each other in relation to your Policy. Under the *Insurance Contracts Act 1984* (Cth), neither of us may rely on a term of your Policy, if such reliance would be to fail to act with utmost good faith.

#### **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 by you in respect of this Policy.

#### **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 insurers to respond to claims, complaints and requests for information from customers as well as how insurers will assess

your claim if your policy has a medical definition which specifies an obsolete method of diagnosis or treatment that is no longer used in mainstream medical practice in Australia. The Code covers many aspects of a customer's relationship with their insurer, from buying 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.

### 6 Claims and benefit payment

### How to make a claim

### Step 1

If you or your legal representative need to make a claim, please contact us on **1300 880 750** as soon as you can. 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.

### Step 2

You or your legal representative will need to collate all the relevant information and return it to us. Depending on the claim, we'll let you know if any additional requirements (including relevant health records) are needed once the initial information is reviewed.

### 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 or your legal representative within a reasonable time from the date you submit 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
- completed initial claim form.

#### **Authority to obtain information**

To obtain all relevant evidence and records to assess your claim and our liability under your Policy, we will request that you or your legal representative provide us with relevant medical, financial, employment and other records about you. We may 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

### Claims and benefit payment cont.

applied for, reinstated or modified your Policy, and information and records that we reasonably require to assess 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, it may impact our ability to provide you with a Policy or assess our liability under your Policy (in which case we may not pay a claim).

For Optional Severity Based Illness Cover claims, we will require proof of the Insured 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); and
- appropriate evidence from a Medical Practitioner, including confirmatory investigations such as clinical, radiological, histological and laboratory evidence.

### 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 claim requirements in order to assess your entitlement to a benefit, 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 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.

### **Payment of claims**

We will pay your claim once we have received all the claim requirements and established proof which we reasonably consider is acceptable to us of your entitlement to be paid a benefit under this Policy.

### Who receives the benefit payment

In the event that a claim is paid, the payment will be made to the surviving Policy Owner of the Policy. Where there is no living Policy Owner, the benefit will be paid to the nominated beneficiary or beneficiaries, or the estate of the Policy Owner.

The Policy Owner can nominate to whom a benefit will be paid – these people are called the beneficiaries. Any nomination of a beneficiary or beneficiaries is binding on us once we receive it and send written confirmation of the nomination back to you. You can ask us to change or revoke a nomination at any time.

If a nomination is made, details of each beneficiary will be shown in the Policy Schedule. If a change or revocation is made in relation to a nomination, a new Policy Schedule will be issued as confirmation of the change or revocation.

In the event a beneficiary dies before the Life Insured, the nomination of that beneficiary is no longer valid.

If there are other surviving beneficiaries, benefits will be paid to the remaining beneficiaries.

If there are no surviving beneficiaries, then the benefit will be paid to the Policy Owner's estate or legal personal representative or a person we are permitted to pay under the Life Insurance Act 1995.

### Maximum benefit payable per Life Insured

If a Life Insured is covered under more than one Insuranceline or TAL life insurance policy, the maximum total benefit that can be paid under all term life policies issued by TAL is \$1,700,000 plus any increases due to Inflation Protection.

#### Fraudulent claims

We may 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. If you make a fraudulent claim under your Policy or another policy you have with us, then to the extent permitted by law we may cancel your Policy and may refuse payment of your claim.

### Claims and benefit payment cont.

### 7 Complaints and disputes

### Misstatement of age

If the age of a Life Insured has been understated in the application for a Policy then the Benefit Amount payable in respect of that Life Insured will be calculated on the basis of the Benefit Amount that the premium would have purchased if it had been calculated on the correct age. If the age of the Life Insured has been overstated we will refund any excess premium paid.

### When we will not pay a claim, in whole or in part

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.

For the avoidance of doubt, 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 the Life Insured did not take reasonable care not to make a misrepresentation when they applied for, reinstated or varied the Policy, and we apply a remedy available under the Insurance Contracts Act 1984 (Cth);
- where we do not receive all information we reasonably require to assess your claim or compliance with your duty to take reasonable care not to make a misrepresentation; or
- where there is insufficient evidence to support your claim.

Your Policy is subject to the applicable laws of Australia including the *Insurance Contracts Act 1984* (Cth). For example, under section 54 of the *Insurance Contracts Act* 1984 (Cth), if the effect of your Policy is that we may refuse to pay your claim or reduce your benefit due to some act or omission by you or someone else that occurs after your Policy commences, we may:

- refuse to pay your claim, but only to the extent that such act or omission could reasonably be regarded as having caused or contributed to the loss which gives rise to your claim; or
- reduce the amount of your benefit, but only by an amount that fairly represents the extent to which our interests are prejudiced by the act or omission.

There may be circumstances where the act or omission was necessary to protect a person or property, or it was not reasonably possible to avoid the act or omission. In those circumstances we may not refuse to pay the claim, only because of that act or omission.

### **Dispute resolution process**

Insuranceline offers an internal dispute resolution process 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 process

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 5380, Sydney NSW 2001 or via email at insuranceline@insuranceline.com.au.

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

More information about our complaints process can be found in the Insuranceline Complaints Policy at https://www.insuranceline.com.au/contact-us/complaints.

### **External dispute resolution process**

If an issue has not been resolved to your satisfaction or we do not respond to your complaint within 30 days, 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

Phone: 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.

### 8 Privacy

### Your privacy

Personal and sensitive information is collected from you or about you to enable us to provide our 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 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 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:

Post: Reply Paid 5380, Sydney NSW 2001

Phone: 1300 880 750

Email: customerservice@insuranceline.com.au

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 Office of the Australian Information Commissioner which is available at http://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 any 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;
- · the access request is frivolous or vexatious; or
- · 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 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.

### Privacy cont.

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 opt out**

From time to time we and our related entities or business partners may use your personal information for the purposes 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 and SMS or other electronic messages. If you do not want to receive further marketing communications from us, or if you do not want us to disclose your personal information for 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 5380, Sydney NSW 2001.

# 9 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 day. 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.
- Sufficient funds will be available on the due dates to cover your direct debit payments.

# Insuranceline direct debit service agreement cont.

### 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.
- · 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 TAL Life Limited.

### 10 Glossary

**Accidental Injury or Injury** means a bodily injury directly and solely caused by violent, external and visible means, where the injury is not self-inflicted and has occurred after the Cover Commencement Date.

**Australian Resident** means you are currently residing in Australia, received the PDS/FSG in Australia and you are a/an:

- Australian citizen:
- New Zealand citizen: or
- Australian permanent resident.

If you currently reside in Australia, received the PDS/FSG in Australia, have applied to be an Australian citizen or Australian permanent resident and are awaiting the outcome of your application, we will consider you an eligible Australian Resident but only as a Life Insured under the Policy.

Benefit Amount means the benefit amount you apply for and which is accepted by us at the start of the Policy (the Cover Commencement Date) together with any requested increase, which we have accepted in writing, or any increases that we have automatically applied to your Policy such as Inflation Protection increases.

**Cover** means the Cover you have applied for and which we have accepted in writing. The Cover we have accepted will be shown in your Policy Schedule.

**Cover Commencement Date** means the date you first take out Cover (this date will be shown in your Policy Schedule).

**Cover Expiry Date** means the date at which Cover ceases. The Cover Expiry Date for each type of Cover and your Policy will be set out in your Policy Schedule.

**Illness** means an illness or disease that first became apparent after the start of the Policy and while the Policy is in force.

**Immediate Family Member** means a spouse, partner (including a same-sex partner) de facto partner, child, parent and/or sibling of a Life Insured or Policy Owner.

### Glossarv cont.

Indexation Factor means the percentage change in the Consumer Price Index (CPI) which is the weighted average of the 8 Australian capital cities combined as published by the Australian Bureau of Statistics or any body which succeeds it and in respect of the 12 month period finishing on 30 September. The Indexation Factor will be applied from 1 January the following year. If the CPI is not published by this date, the Indexation Factor will be calculated upon a retail price index which we consider most nearly replaces it.

Injury means Accidental Injury.

Insured Condition means the medical condition, injury or medical procedure covered under Major Illness Cover or Cancer Cover as specified and defined on pages 18 - 25.

**Life Insured** means the person whose circumstances we assess and accept as a Life Insured and who is named as such in the Policy Schedule. Also described as 'you' or 'your'.

Limb means an arm, hand, leg or foot.

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

- you or the Life Insured;
- a business partner of you or the Life Insured; or
- an Immediate Family Member of you or 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.

Unless registered as a Medical Practitioner, physiotherapists, nurse practitioners, and/or alternative therapy providers, chiropractors and acupuncturists, for example, are not considered by us to be Medical Practitioners.

**Policy** means the legal contract between the Policy Owner and us. This document, the application, the personal statements, the Policy Schedule and any special conditions or endorsements make up the Policy.

Policy Anniversary means the anniversary of the Cover Commencement Date of your Policy.

Policy Commencement Date means the date you first take out the Policy (this date will be shown in your Policy Schedule).

Policy Owner means the person who applies and is accepted for this Policy and who is so named in the Policy Schedule. The Policy Owner is the only person who may extend, vary, cancel or otherwise exercise any rights under the Policy.

Policy Schedule means the document we send you titled "Policy Schedule" which sets out the details of your particular Policy including who is the Policy Owner, who is the Life Insured, which benefits you have applied and been accepted for, any special terms we have agreed with you, and your Cover Commencement Date and Cover Expiry Date.

### Significant Life Changing Event means:

- · marriage:
- having a baby or adopting a child; or
- taking out a new mortgage.

Terminal Illness means an Illness where, after having regard to the current treatment or such treatment as the Life Insured may reasonably be expected to receive, the Life Insured will not survive more than 12 months.

Two Medical Practitioners, at least one of whom is a specialist Medical Practitioner specialising in the Life Insured's Illness, or an area related to the Illness, must certify in writing (either jointly or separately), that despite reasonable medical treatment, the Life Insured is suffering a Terminal Illness which will lead to death within 12 months of the date of certification. The Terminal Illness and certification must occur while Cover is in place.

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

You, and your mean the Policy Owner and/or Life Insured as the context requires.

### 11 Financial Services Guide

This Financial Services Guide (FSG) is provided by TAL Direct Pty Limited ABN 39 084 666 017 ("TAL Direct"). TAL Direct holds an Australian Financial Services Licence 243260 and is related to the insurer TAL Life Limited ABN 70 050 109 450 ("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 and compensation arrangements. 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 in relation to 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 and via webchat. These people have received specialist training to discuss the products we offer. They are only authorised to provide general advice. TAL Direct is responsible for any financial service provided by a representative over the telephone or via web chat.

### What does general advice mean?

It is important that you understand that we will not provide personal advice or make recommendations about the suitability of the product for you. Any advice provided will not take into account your financial situation, needs or objectives. Therefore, before you decide to buy a product arranged by us, or keep a similar product you already hold, it is important that you

consider the appropriateness of the advice having regard to those matters and read the relevant Product Disclosure Statement to make sure that the product is appropriate for you.

The PDS sets out the important information you should consider when deciding to acquire 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 renew policies, they are acting for TAL Direct.

TAL Direct is also authorised to issue and administer policies, 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. For life cover the insurer is TAL Life. If your policy includes Involuntary Unemployment Cover the insurer is Hallmark General Insurance Company Ltd ABN 82 008 477 647 AFSL 243478 (Hallmark General Insurance). 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 insurers or trustee.

The registered address for the insurer and trustee are:

- TAL Life Level 16, 363 George Street, Sydney NSW 2000
- Hallmark General Insurance Level 5, 66 St Georges Terrace, Perth WA 6000

### **Dispute resolution process**

Insuranceline offers an internal dispute resolution process 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 process

In the first instance, we hope that our representatives can handle any concern or complaint you may have. Please call us on **1300 880 750** or write to us at Insuranceline, Reply Paid 5380, Sydney NSW 2001 or via email at insuranceline@insuranceline.com.au.

### **Financial Services Guide cont.**

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.

More information about our complaints process can be found in the Insuranceline Compliant Policy at https://www.insuranceline. com.au/contact-us/complaints

### **External dispute resolution process**

If an issue has not been resolved to your satisfaction or we do not respond to your complaint within 30 days, 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 info@afca.org.au Phone: 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.

### **Personal information**

Personal and sensitive information is collected from you to enable TAL and, if you have Involuntary Unemployment Cover, Hallmark General Insurance to provide their 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 Hallmark General Insurance (if applicable) 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 Hallmark General Insurance Privacy Policies, which are available at www.insuranceline.com.au/Privacy-Policy and www.hallmarkinsurance.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 Hallmark General Insurance (if applicable) (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

### **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 has been arranged for you, Hallmark General Insurance 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

### **Financial Services Guide cont.**

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.

### PI 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 5380 Sydney NSW 2001

Email: customerservice@insuranceline.com.au

Web: insuranceline.com.au

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## Insuranceline

**1300 880 750** 8am – 7pm (AEST) Monday to Friday customerservice@insuranceline.com.au Reply Paid 5380, Sydney NSW 2001 insuranceline.com.au