

# Five Year Mortgage Repayment Insurance

Product Disclosure Statement  
and Policy Document.



**Allianz** 



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# Section A – About this Insurance

## The insurers

Allianz Australia Insurance Limited ABN 15 000 122 850, AFS Licence No. 234708 (Allianz) is the insurer of the Disability cover and Unemployment cover and is only responsible for these general insurance covers under the policy issued by it.

Allianz Australia Life Insurance Limited ABN 27 076 033 782 AFS Licence No. 296559 (Allianz Life) is the insurer of the Death cover and is only responsible for this life insurance cover under the policy issued by it.

Allianz acts as Allianz Life's agent in offering and administering the Death cover.

References to "we", "our" or "us" only apply to Allianz and Allianz Life for the insurance cover each issues and is responsible for in their own right.

## Purpose of the insurance

Allianz Five Year Mortgage Repayment Insurance is consumer credit insurance that is designed to meet (up to the maximum policy benefits):

- your mortgage repayments while you are unable to work due to injury or illness (we call this Disability cover),
- your mortgage repayments while you are involuntarily unemployed (we call this Unemployment cover),
- the outstanding balance of your mortgage if you should die (we call this Death cover).

We pay all benefit payments directly to the financial institution you have your loan agreement with.

Please note the above covered events:

- are specifically defined (see “Words with special meanings”); and
- must occur during the period of insurance (which will not exceed 5 years) in order for a claim to be payable.

We exclude any pre-existing condition under the Death and Disability covers (see definition of what we consider a “pre existing condition”).

While the policy is in force you are covered 24 hours a day, 7 days a week and 365 days a year.

## Choice of cover

You can apply for any one of the following combinations of cover:

- Death, Disability and Unemployment,
- Disability and Unemployment,
- Death and Disability,
- Disability only, or
- Death only.

Loan settlement cover is automatically included with every combination of cover.

## About this insurance

This is an important document. You should read it carefully before making a decision to purchase this insurance. It will help you to:

- decide whether this insurance will meet your needs (including extent of cover and limitations); and
- compare it with other products you may be considering.

Please note that any recommendation or opinion in this document is of a general nature only and does not take into account your objectives, financial situation or needs.

You need to decide if this insurance is right for you and you should read all of the documents that make up the policy to ensure you have the cover you need.

## Our agreement with you

Where we agree to enter into a policy with you it is a contract of insurance between us and you. The policy consists of:

- this document, which sets out the standard terms of your cover, including its conditions, limitations and exclusions;
- your current policy schedule issued by us. The schedule is a separate document that shows the insurance details relevant to you. It may include additional terms, conditions, limitations and exclusions relevant to you that amend the standard terms of this document. Only those sections shown as covered in your policy schedule are insured. Any new or replacement policy schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current policy schedule, which you should carefully read and retain; and
- any other change to the terms of the policy otherwise advised by us in writing (such as an endorsement or Supplementary Product Disclosure Statement). These written changes may vary or modify the above documents.

These are all important documents and should be carefully read together as if they were one document and kept in a safe place for future reference as a reminder of the cover you hold.

When you enter into the policy you confirm and warrant that you have read or will read the policy documents when provided to you.

We reserve the right to change the terms of the policy where permitted to do so by law.

# Section B – Your cover

## Table of benefits and limits

The following cover only applies if the policy schedule shows that it applies and you have paid or agreed to pay the premium for it.

Each cover noted is subject to further terms, conditions, exclusions and limitations that are not listed in this table which may be included in this document or in another document which makes up your policy.

Certain terms used in the policy have special meanings (see “Words with special meanings”).

### Part 1 – Death Cover

If you die during the period of insurance we will pay to your financial institution the net balance due and payable by you under your loan agreement as at the date of your death.

The maximum benefit we will pay for all insureds combined is the lesser of:

- a) \$750,000; or
- b) the net balance due and payable under the loan agreement when it was first entered into; or
- c) the net balance due and payable under the loan agreement as at the date of your death.



## Part 2 – Disability Cover

If you become disabled during the period of insurance and your disablement continues for at least 21 consecutive days during the period of insurance, for each day that you are disabled we will pay to your financial institution a daily benefit at the rate of 1/30th of the lesser of the minimum monthly repayment amount required:

- a) under the loan agreement when it was first entered into; or
- b) under the loan agreement on the date you became disabled; or
- c) on a net balance due and payable under a loan of \$750,000.

The maximum benefits under (a) or (b) may be increased by up to 10% if:

- the minimum monthly repayment amount required under the loan agreement has been increased or an increase has been contracted, prior to the time you become aware or a reasonable person in the circumstances would have become aware, of any injury or illness that results in your disability, and
- The increase to the minimum monthly repayment amount is not due to default of loan repayments.

This does not apply to the maximum monthly benefit payable under (c) above.

If your disability is caused by mental illness, our payment will continue for as long as you are disabled until we have made 12 monthly repayments (whether or not consecutive) in respect of all such claims for each insured.

If your disability is caused by something else, our payment will continue for as long as you are disabled until we have made 24 monthly repayments (whether or not consecutive) in respect of all disability claims for each insured.

We will only pay one benefit in respect of the same period, regardless of whether:

- one insured is both unemployed and disabled; or
- more than one insured is disabled and/or unemployed.

If you return to permanent employment for less than 30 days between successive periods of disability that occur during the period of insurance, we will treat this as one continuous period of disability. We will not pay for the time you were employed between the successive periods.

### Part 3 – Unemployment Cover

If you become unemployed during the period of insurance and your unemployment continues for at least 21 consecutive days during the period of insurance, we will pay to your financial institution a daily benefit at the rate of 1/30th of the lesser of:

- a) \$3,000 per month; or
- b) the minimum monthly repayment amount required:
  - (i) under the loan agreement when it was first entered into; or
  - (ii) under the loan agreement on the date you became unemployed; or
  - (iii) under a loan agreement with a net balance due and payable of \$750,000.

The maximum benefits under (b) (i) or (b) (ii) may be increased by up to 10% if:

- the minimum monthly repayment amount required under the loan agreement has been increased or an increase has been contracted, prior to the time you become aware or a reasonable person in the circumstances would have become aware of your becoming unemployed or your impending unemployment, and

- the increase to the minimum monthly repayment amount is not due to default of loan repayments.

This does not apply to the maximum monthly benefit payable under (a) or (b) (iii) above.

We will only pay one benefit in respect of the same period, regardless of whether:

- one insured is both unemployed and disabled; or
- more than one insured is disabled and/or unemployed.

Our payment will continue for as long as you are unemployed up to a maximum period of 120 days per claim or \$10,000 for all unemployment claims for each insured, whichever comes first.

If you return to permanent employment for less than 30 days between successive periods of unemployment that occur during the period of insurance, we will treat this as one continuous period of unemployment. We will not pay for the time you were employed between the successive periods and we will pay a maximum of 120 days benefit for the combined period.

## Optional insurance

You are not obliged to purchase this insurance, nor is it a condition of your loan agreement approval.

You can arrange similar insurance (often known as consumer credit insurance) with any insurer you wish.

## Who can apply

You can apply if:

- you are aged more than 16 years, and not yet turned 60 years; and
- you are applying for or have a mortgage; and
- you are a permanent resident of Australia; and

- your total combined current cover for all consumer credit insurance policies issued by us, including this application, is less than \$750,000.

For Disability and Unemployment cover, you must be permanently employed and working. This requires you (amongst other things) to be employed for at least 15 hours per week. It does not include payments from carers or disability pensions, or employment entitlements such as workers compensation.

To apply for Unemployment cover you cannot be self employed or employed on a seasonal, temporary or non-renewable contract nature.

## How to apply

### Step 1 – Read these documents carefully

Before you apply for this insurance it is important that you read this document and any other policy documents we give you carefully, so that you understand what we cover and its terms, conditions, exclusions and limitations that apply. You need to decide if the limits, type and level of cover(s) are appropriate for you and cover your potential loss.

### Step 2 – Complete and submit the proposal

You must complete and submit our proposal to apply.

In applying you need to be truthful and comply with your Duty of Disclosure. It is important that you comply with your Duty of Disclosure as failure to comply can result in cancellation of your policy and/or non-payment or reduction of a claim. While a medical examination is not required to apply for this cover, medical examinations or clinical records may be required for us to assess your claim.

### Step 3 – When we issue final cover

Where you are not required by us to complete a medical questionnaire because you have answered no to the questions posed by us in our proposal about pre-existing medical conditions – we will automatically issue you with final cover from the effective date. We issue you with a policy schedule confirming this.

Where you are required by us to complete a medical questionnaire because you have answered yes to any of the questions posed by us in our proposal about pre-existing medical conditions – we will not enter into final cover with you unless otherwise agreed in writing by us after receipt of your medical information. Instead, we provide you with Interim cover for the cover you selected in your proposal from the effective date and on the terms set out in “Interim cover”.

If you have provided additional information on a medical questionnaire, we may call you to find out more information or use this information to apply additional exclusions to your policy or decline the application for final cover for one or all insureds.

Please note: Until the effective date we also provide you with interim Loan settlement cover for the cover you selected in your proposal on the terms set out in “Loan settlement cover”. This cover will end as at the effective date unless the Loan settlement cover has ended earlier in accordance with its terms.

### Your premium

We advise what the premium is and the method of payment acceptable to us, either before or at the time the insurance is issued. The policy schedule contains the details of the premium. The premium amount varies depending on certain factors, such as the level of cover you select, your loan amount, our costs and other information you provide to us when applying for this insurance. The premium amount also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or

levies (for example, Stamp Duty and GST where applicable) in relation to your policy. You must ensure your premium is paid on time. We may cancel this policy if you fail to pay your premium by the time we require. An instalment premium outstanding for at least 14 days allows us to refuse to pay a claim under the Disability cover and Unemployment cover where relevant.

## Commission

For arranging this insurance, our agents receive a commission of 20% of the total premium payable by you, excluding, for the general insurance premium only, amounts charged in relation to Stamp Duty and other government charges. They act as our agent and not as your agent.

## Some situations are not covered

We will not pay any claim for Death, Disability or Unemployment cover that is caused by, arises from, or is in any way connected with:

- a) a pre-existing condition;
- b) your failure to follow the advice of a registered medical practitioner, that directly or indirectly results in a claim, or directly or indirectly extends the duration of a disability claim;
- c) a deliberately self-inflicted injury or illness (including suicide or attempted suicide), whether suffering from mental illness or not:
  - within 13 months of the effective date for Death cover; or
  - during the period of insurance for Disability or Unemployment cover;
- d) your alcoholism or alcohol abuse, drug addiction or drug abuse or your consumption or use of intoxicating liquor, narcotics or drugs (except drugs administered by or taken in accordance with the advice of a registered medical practitioner);

- e) you taking part in a criminal or illegal act; or
- f) war or warlike activities.

For Death, Disability or Unemployment cover you are not covered for any increase in the amount outstanding under the loan agreement where the increase or re-draw occurs after you become aware or a reasonable person in the circumstances should have been aware, of any illness or injury or impending unemployment that results in your claim. This limitation will not apply where you were contracted to the increase before you became aware or should reasonably have been aware of the illness or injury or impending unemployment.

For Death cover we will not pay more than one claim, even if the policy covers more than one insured.

For Disability or Unemployment cover, we will not pay:

- a) more than one benefit at one time regardless of whether:
  - (i) one insured is both unemployed and disabled; or
  - (ii) more than one insured is disabled and/or unemployed.
- b) any claim that is caused by, arises from or is in any way connected with childbirth, abortion or pregnancy (except for direct, severe medical complications requiring hospital admission, where you will be covered until medically certified as fit to return to work, apart from your childcare obligations);
- c) any claim that is caused by, arises from, or is in any way connected with you taking part in a riot or civil commotion; or
- d) any claim that is caused by, arises from, or is in any way connected with terrorism; or
- e) any claim that is caused by, arises from, or is in any way connected with nuclear radiation.

We will not pay any claim for Unemployment cover, if:

- a) you were not engaged in permanent employment or were self-employed on the effective date of the period of insurance;
- b) you were not engaged in permanent employment for at least 21 consecutive working days immediately prior to any period of unemployment;
- c) before this contract was entered into you had knowledge or warning of any proposed or actual termination or decrease in work available to you and this resulted in your unemployment;
- d) you are unemployed because you ceased employment of a casual, seasonal or temporary nature;
- e) your unemployment is caused by:
  - i) the end of a non-renewable contract which was limited to a specified work period including, but not limited to, an apprenticeship or traineeship;
  - ii) or the expiration of a specified task for which you were employed or contracted;
- f) you voluntarily become unemployed, including where you resign, reach retirement, accept voluntary redundancy, early retirement or abandon your employment, or where you are self-employed and you voluntarily cease trading or you wind up or sell your business;
- g) your unemployment is caused by any injury, illness, sickness or disease;
- h) your unemployment is due to dismissal for any form of misconduct; or
- i) your claim is caused by, arises from or is in any way connected with your taking part in a strike or lockout.



# Words with special meanings

The following words have the meaning set out below when they appear in this document and your policy schedule.

**“disabled”, “disability” and “disablement”** means the period a registered medical practitioner has advised that you are unable to attend or engage in your usual permanent employment for at least 15 hours per week because you have suffered an injury or an illness and, where requested by us, this advice has been verified by a registered medical practitioner chosen by us.

However, where disablement extends beyond 12 months, then the above advice must be that you are unable to engage in any profession, business or occupation for which you are reasonably qualified by way of training, education or experience.

**“effective date”** means:

- where we issue you with final cover – the effective date shown on the policy schedule for the final cover; or
- where we issue you with Interim cover – the effective date shown on the Interim cover schedule (see “Interim cover” section).

**“final cover”** means cover that is not Interim cover or Loan settlement cover, which has been issued under the process as set out under “How to apply: Step 3 – When we issue final cover”.

**“financial institution”** means the financial institution shown on the policy schedule.

**“illness”** means illness, sickness or disease that first manifests itself during the period of insurance and does not include any injury.

For the purposes of this definition an illness will first manifest itself on the earlier of:

- a) the date a registered medical practitioner agreed by us, diagnoses the illness or symptoms of the illness, whichever is earlier;
- b) the date a registered medical practitioner agreed by us reasonably considers the symptoms of the illness first occurred or manifested;
- c) the date you first became aware of the illness or symptoms of the illness, whichever is the earlier;
- d) the date a reasonable person in the circumstances would have been aware of the illness or symptoms of the illness, whichever is the earlier; and
- e) the date you first received medical treatment for the illness or symptoms of the illness, whichever is the earlier.

**“injury”** means bodily injury caused solely by accidental, external and visible means that first occurs during the period of insurance and does not include any illness.

For the purposes of this definition, an injury will first occur on the earlier of:

- a) the date the injury occurred;
- b) the date a registered medical practitioner agreed by us, reasonably diagnoses as the most likely date of the injury;
- c) the date you first became aware of the injury or a reasonable person in the circumstances would have been aware of the injury;
- d) the date you first received medical treatment for the injury; and
- e) the date nominated in information provided to us (including but not limited to reports from relevant government authorities or workers compensation insurance) as the date the injury was sustained.

**“loan agreement”** means the loan agreement shown on the policy schedule.

**“Loan settlement cover start date”** means the date when your loan is unconditionally approved by your financial institution, and you have:

- signed and submitted the proposal declaration to us or our representative, and
- (if required) signed and submitted the medical questionnaire to us or our representative.

**“mental illness”** means any psychiatric illness, mental illness, personality disorder or nervous disorder, including but not limited to depression, stress and anxiety.

**“net balance due and payable”** means the amount outstanding under the loan agreement at:

- the date of your death (where Death cover applies) ; or
- the date you are disabled (where Disability cover applies);  
or
- the date you become unemployed (where Unemployment cover applies).

plus any interest charges accrued for up to two (2) months after that date. This amount does not include any arrears in loan repayments in excess of two (2) months.

For Death cover this also does not include any advance payments or other funds paid to your financial institution after the commencement of your policy that are in excess of repayments required by your loan agreement.

**“period of insurance”** means the period of time beginning on the effective date and ending on the earlier of the expiry date shown on the policy schedule or the date the policy ends (see “When the policy begins and ends”). For the period applicable to Loan settlement cover and Interim cover, see Loan settlement cover section and Interim cover section.

**“permanently employed and working/ permanent employment”** means being employed on a permanent and regular basis and receiving monetary benefits from personal physical exertion, for more than 15 hours per week.

You may be:

- working for wages or income; or
- self-employed.

Permanently employed and working does not include payments:

- not derived from personal physical exertion; or
- from carers or disability pensions, or employment entitlements such as workers compensation.

**“permanent resident of Australia”** means a person who resides in Australia and has permission to remain permanently in Australia either because they are:

- an Australian or New Zealand citizen;
- the holder of visa that enables them to permanently reside in Australia or New Zealand; or
- a protected special category visa holder.

**“policy”** means this document, the policy schedule, any endorsement and/or any other document that we tell you forms part of our agreement with you.

**“policy schedule”** means the relevant policy schedule for your policy that we give you which specifies details such as the covers which apply, the policy number, loan amounts and premium. It also includes any documents that we and you agree in writing will form part of the policy schedule.

**“pre-existing condition”** means any injury or illness, including symptoms, treatment or advice or side effect of that treatment or advice, or other condition relating to your health:

- a) of which you were aware or a reasonable person in the circumstances would have been aware or could have been expected to be aware, and which was present, continuing, being suffered from or experienced; or

b) for which you sought or received or for which a reasonable person in the circumstances would have sought or received, medical advice or treatment from a registered medical practitioner or other health professional;

within the 12 month period immediately before your loan settlement cover start date.

**“premium”** means the amount paid or payable by you for the cover(s) shown as applicable on the policy schedule.

**“registered medical practitioner”** means a person who is legally entitled to practice medicine by virtue of appropriate registration with the appropriate authority in the relevant State or Territory in which they are providing the relevant medical advice who is not your spouse (including someone legally recognised in Australia as your de facto partner), member of your family or your business associate, and acting within the scope of their registration and pursuant to relevant laws.

**“self-employed”** means you are an independent contractor or you are employed by yourself or by a company or business over which you, or an immediate family member of yours, can exercise control.

**“terrorism”** means (a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or (b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above. An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to: (a) influence a government or any political division within it for any purpose, and/or (b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

**“unconditionally approved”, “unconditional approval”** means your financial institution has provided formal written approval of the loan agreement for which you applied.

**“unemployed”** and **“unemployment”** means a period during which you are registered and certified as unemployed by Centrelink or such other equivalent Commonwealth Government Authority, after you have been made involuntarily unemployed. You do not need to be in receipt of government unemployment benefits to be considered unemployed under this policy.

**“usual permanent employment”** means you are employed with:

- the same employer and performing the same or varied employment duties to your permanent employment immediately prior to your disablement; or
- any employer and performing a role similar, or equivalent to, your permanent employment immediately prior to your disablement.

**“war or warlike activities”** means war (including war service), hostilities or warlike operations (whether war be declared or not), military activity (other than normal peacetime activity), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

**“we”, “our” or “us”** means:

- Allianz Australia Insurance Limited, AFS Licence No. 234708, ABN 15 000 122 850 which issues the insurance for the Disability and Unemployment covers only,
- Allianz Australia Life Insurance Limited, AFS Licence No. 296559, ABN 27 076 033 782 which issues the insurance for the Death cover only.

**“you” or “your” or “insured”** means the insured person or persons named on the policy schedule.

# Loan settlement cover

We will provide you with interim Loan settlement cover for the cover you selected in your proposal in accordance with the terms set out in this document, but subject to the following:

The Loan settlement cover (period of insurance) will start on your loan settlement cover start date and end on the earliest of the following dates:

- a) 60 days from your loan settlement cover start date;
- b) the effective date;
- c) the date we advise you that your application for final cover has been declined;
- d) the date we cancel your Loan settlement cover;
- e) the date you obtain replacement cover from us or another insurer;
- f) the date your cover ends in accordance with the terms of this document;
- g) the date you withdraw your application for final cover. A failure to submit any required medical questionnaire within 14 days of signing the Proposal Declaration is treated as a withdrawal of your application (unless otherwise agreed in writing by us); or
- h) the date your loan money is advanced (the settlement date of your loan).

When your Loan settlement cover ends under (a)–(h) above, all benefit entitlements under Loan settlement cover will cease.

Subject to the above start and end dates, the Loan settlement cover is subject to the terms set out in this document, including the exclusions as set out under:

“Some situations are not covered” and the “Table of benefits and limits”. In addition no claim will be paid that is directly or indirectly caused by any injury or illness, including symptoms

or side effect of those, or other condition relating to your health or employment which, either before or on the loan settlement cover

start date:

- a) you were aware of or disclosed to us; or
- b) a reasonable person in the circumstances would have been aware of; or
- c) you received advice or treatment from a health professional for.

Under this Loan settlement cover, we only provide cover for the amounts specified under the loan agreement when you first entered into it. Benefits under Loan settlement cover will only be paid from the effective date.

You will not be charged any additional premium for this period of cover prior to the effective date.



# Interim cover

When you have answered “yes” to the questions asked by us on the proposal about pre-existing medical conditions, you are required by us to complete a medical questionnaire.

In this case, we will not enter into final cover with you unless otherwise agreed in writing by us after receipt of your medical information. Instead, we provide you with Interim cover for the cover you selected in your proposal for the period of insurance starting on the effective date shown on the Interim cover schedule and ending on the earliest of the following dates:

- a) 60 days from the effective date, unless otherwise agreed in writing by us;
- b) the date we advise you that your application for final cover has been declined;
- c) the date we cancel your interim cover;
- d) the date you obtain replacement cover from us or another insurer;
- e) the date your final cover ends in accordance with the terms of this document; or
- f) the date you withdraw your application for final cover. A failure to submit any required Medical Questionnaire within 14 days of signing the Proposal Declaration is treated as a withdrawal of your application (unless otherwise agreed in writing by us).

When your Interim cover ends under (a) – (f) above, all benefit entitlements under the Interim cover will cease.

Subject to the above start and end dates, this Interim cover is subject to the terms set out in this document including the exclusions as set out under “Some situations are not covered”. In addition no claim will be paid that is directly or indirectly caused by any injury or illness, including symptoms or side effect of those, or other condition relating to your

health or employment which, either before or on the loan settlement cover start date:

- a) you were aware of or disclosed to us; or
- b) a reasonable person in the circumstances would have been aware of; or
- c) you received advice or treatment from a health professional for.

# Conditions of cover

Each of the below conditions apply only to the extent that the relevant insurer of the cover in question is able to rely on the condition in relation to the cover provided by them.

## Non-Renewable

This is non-renewable insurance, and the period of insurance will not continue beyond five years. Please be aware that all cover will cease when the policy ends (see “When the policy begins and ends”).

## Re-application for cover

After your policy has ended (see “When the policy begins and ends”) you may be eligible to apply for further cover (see “Who can apply”). This application will be treated as a new application for cover and acceptance will be subject to our standard acceptance criteria and the terms and conditions of the insurance policy applicable at that time. This means that acceptance of a previous policy does not mean your new application will be accepted.

## Continuity of cover

If you are not entitled to claim under this policy for death or disablement solely because of a pre-existing condition and you would have been able to claim for the death or disablement under a previous cancelled policy held with us; if:

- the above cancelled policy was cancelled solely as a result of you re-financing or varying the terms of your loan agreement; and
- the above cancelled policy has not yet reached its expiry date as at the date of your claim.

We will cover you under this policy for the above death or disablement claim (provided it is otherwise covered under the other policy terms and conditions) and pay the lesser of:

- a) the relevant benefits payable under this policy; or
- b) the benefits that would have been payable under the cancelled policy until the expiry date of the period of insurance provided by that policy.

This continuity of cover is subject to your having complied with your statutory Duty of Disclosure at the time of applying for your current cover and your previous, cancelled policy.

## **Changes to your policy**

Nothing in your policy with us may be changed unless we agree to the changes in writing.

## **Cooling off and cancellation rights**

You have a cooling off period of thirty days from the effective date of your final cover. During this period you can return your policy and receive a refund of your premium unless you have made a claim or the period of insurance has ended or a covered event that will start and end within the cooling off period has started.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

After the cooling off period has ended, you still have cancellation rights (refer to “Cancellation of the policy” for full details).

## Cancellation of the policy

- a) In addition to your cooling off rights (see “Cooling off and cancellation rights”), you may cancel your policy with us or any part of it at any time by notifying your financial institution. If the policy has been issued to more than one person each person must sign the notice.
- b) We have the right to cancel your policy with us where permitted by law.
- c) If you or we cancel the policy after the cooling off period, we may deduct a proportion of the premium for time on risk and reasonable administrative costs related to the acquisition and termination of the policy subject to and in accordance with any relevant legislation, together with any government taxes or duties that we cannot recover.

## When the policy begins and ends

The policy begins on the effective date.

The policy will end at the earliest of the following:

- a) the fifth anniversary of the effective date, which is the expiry date shown on the policy schedule;
- b) where final cover has not been issued, the date your Interim cover ends as set out under “Interim cover”;
- c) the date the policy is cancelled;
- d) the date the mortgage under the loan agreement is repaid, discharged, refinanced, restructured, foreclosed or terminated;
- e) the date the loan agreement is varied or cancelled;
- f) the date your indebtedness under the loan agreement is transferred to someone else;
- g) the date you turn 65 years of age. When this policy insures joint insureds, cover for each individual insured will cease when that person turns 65 years of age;
- h) the date you cease to be a permanent resident of

Australia; or

- i) the date we have paid to your financial institution the lesser of the net balance due and payable by you under the loan agreement or \$750,000.

Benefits being paid in respect of Disability or Unemployment during the period of insurance will continue to be paid up to the end of the relevant benefit period subject to continuing certification that you are disabled or unemployed. Payment of disability or unemployment benefits after the policy has ended, does not extend your cover or make you eligible to lodge a claim for other benefits after the policy ends.

# Making a claim

To make a claim, you or your estate's legal representative must:

1. Call us on 1300 362 108 and we will send the appropriate claim form. We must be notified as soon as possible after the claim event has occurred. We should be notified of a claim within 3 months after the claim event has occurred, as lodgement after this time may delay the assessment of your claim.
2. Fully complete our claim form and return it to us together with any written statements, medical certificates and any other relevant evidence we may reasonably ask for.

In addition,

- a) in support of your claim, you or your estate must, at your own or your estate's expense, provide to us, or cooperate with us, in our collection of any information (including medical certificates, clinical records, records from relevant government authorities, reports of physical examinations or certificates of unemployment) that we may reasonably ask for. For instance, for death claims we require proof in a form satisfactory to us as to your identity, the fact and cause of your death and the existence of the loan agreement. For unemployment claims we will require proof that you have become involuntarily unemployed. For Disability claims we will require proof of ongoing disability, such as medical certificates.
- b) we may ask you to attend a medical examination relating to a claim. If so, you must reasonably assist us in doing so. We will pay the cost of any examination we ask you to attend.

- c) for us to continue paying the disability benefit or unemployment benefit, you must at your own expense provide to us ongoing proof, as we may reasonably ask for, that you are still disabled or unemployed.

If you do not comply with these conditions, including providing the required documentation in as soon as reasonably possible, your claim payment may be delayed or we may be able to refuse to pay or reduce a claim.



# Section C – Other important information

Death cover forms part of the No. 1 Statutory Fund of Allianz Life and it does not have a surrender value, nor does it entitle you to participate in our profits.

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984 (the Act).

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

## Your Duty of Disclosure when you enter into the contract with us for the first time

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

It is important that you understand you are answering our questions in this way for yourself and anyone else that you want to be covered by the contract.

## Your Duty of Disclosure when you vary, extend or reinstate the contract

When you vary, extend, reinstate or replace the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### **Non-disclosure – general insurance (cover underwritten by Allianz)**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the general insurance contract in respect of a claim, cancel the contract or both.

### **Non-disclosure – life insurance (cover underwritten by Allianz Life)**

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

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

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

### **Fraudulent non-disclosure**

If your non-disclosure is fraudulent, we also have the option of avoiding the contract from its beginning at any time.

# Privacy Notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

## How we collect your personal information

We usually collect your personal information directly from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim, including third parties claiming under your policy, your employer, external claims data collectors and verifiers and medical service providers; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

## Why we collect your personal information

We collect your personal information (other than sensitive information) to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au](http://www.allianz.com.au).

We collect your sensitive information (which may include information related to genetic testing) from you for the purpose of providing our product and services, including to underwrite insurance cover; assess and settle claims; and undertake research analysis and design new insurance products.

If you do not provide your personal (including sensitive) information we require, we may not be able to provide you with our services, including settlement of claims.

## **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the relevant paragraph above or (except in the case of sensitive information) to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier).

We will not disclose your sensitive information for any purpose other than the purpose for which it was collected or a directly related secondary purpose, unless you otherwise consent.

We may also disclose your personal (including sensitive) information if it is required to be disclosed to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

## **Disclosure overseas**

In some instances, your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529, EST 8am to 6pm Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au](http://www.allianz.com.au).

## **Complaints – Internal and External Complaints Procedure**

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)

## **Changes to the PDS**

Information in this document that is not materially adverse from the point of view of a reasonable person considering whether to buy this insurance may change from time to time where permitted by law. We record any such changes and you can obtain a paper copy of any updated information free of charge by contacting us.

## **Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## **Taxation**

Generally premiums payable for this policy are not tax deductible and tax will not generally be payable on any benefit paid to individuals under your policy.

Please refer any tax enquiries to your tax adviser who can take into consideration your personal circumstances.

## **Phoning for assistance and confirmation of transactions**

If you need to confirm any policy transactions or clarify any of the information contained in this document or if you have any other queries, please use the contact details on the back cover.

For all other general enquiries please call your Financial Institution.



For all general enquiries please call your Financial Institution

For all claims enquiries please call Allianz on 1300 362 108

[allianz.com.au](http://allianz.com.au)

The insurers:

Allianz Australia Insurance Limited (Allianz)  
ABN 15 000 122 850  
AFS Licence No. 234708  
2 Market Street Sydney NSW 2000

Allianz Australia Life Insurance Limited (Allianz Life)  
ABN 27 076 033 782  
AFS Licence No. 296559  
2 Market Street Sydney NSW 2000

"Part 2 – Disability cover" and "Part 3 – Unemployment cover" are issued by Allianz Australia Insurance Limited ABN 15 000 122 850 (Allianz) AFS Licence No. 234708.

"Part 1 – Death cover" is issued by Allianz Australia Life Insurance Limited ABN 27 076 033 782 (Allianz Life) AFS Licence No. 296559.  
Allianz acts as Allianz Life's agent in offering and administering the Part 1 – Death cover.

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