Loan Protection Insurance

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Section A – About this insurance

Introduction
Thank you for choosing Esanda Loan Protection Insurance. Esanda Loan Protection Insurance offers you choice of cover for your vehicle finance for cases including death, trauma, disablement or involuntary unemployment. Esanda have chosen Allianz and OnePath to underwrite your policy.

About Allianz
Allianz is one of the largest general insurers in Australia, which operates in more than 70 countries, providing protection to more than 80 million customers worldwide.

About OnePath
OnePath is one of Australia’s leading providers of wealth, insurance and advice solutions. We have been helping Australians grow and protect their wealth for over 130 years, previously as Mercantile Mutual and more recently ING Australia.

Product Disclosure Statement and Policy Document
This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.

Updating the PDS
The information in this PDS may change from time to time. We will issue a supplementary or replacement PDS if there is a materially adverse change to or omission from information in this PDS. You can request a paper copy of any updated information, which will be provided to you free of charge, by contacting us on 1300 139 664.
Cooling off and cancellation rights

You can cancel the policy or any of the covers selected for any reason within 14 days of receiving a policy schedule from us (this is called the cooling off period) and we will refund any premiums paid for the cover(s) in full unless a claim has been or can be made. To exercise this right, you must notify us either in writing or by telephoning us within the cooling off period. Even after this period has ended, you still have cancellation rights (see “Cancellation of the policy” on page 24).

Peace of mind

The financial commitment undertaken when you take out a personal loan can be worrying, especially in the first few years.

Esanda Loan Protection Insurance is designed to provide you with protection and peace of mind knowing that if the unforeseen happens, your monthly repayments will be made in those circumstances which are covered.

24 hour cover

You are covered at work, at home, at leisure, 24 hours a day, 7 days a week and 365 days a year. See the policy schedule for details of the period of insurance.

Who are the insurers?

Details of the insurers are set out at the start of Section B on page 10.

Each insurer takes full responsibility for the whole of the PDS. The PDS comprises of two separate products. The insurer of each product only insures you for the cover they are responsible for as specified in Section B.
What is Esanda Loan Protection Insurance?

Purpose of Esanda Loan Protection Insurance

Esanda Loan Protection Insurance is designed to:

- meet part of your finance repayments if you are unable to work due to an injury or illness up to the maximum policy benefit (this is called disability cover),
- meet part of your finance repayments if you become involuntarily unemployed up to the maximum policy benefit (this is called involuntary unemployment cover),
- pay the outstanding balance of your finance agreement up to the maximum policy benefit, if you should suffer a trauma covered by the policy (this is called trauma cover), and
- pay the outstanding balance of your finance agreement up to the maximum policy benefit, if you should die (this is called death cover).

All benefit payments are made to your financial institution. The benefit payments are calculated by reference to the amount you owe under the finance agreement to which your Esanda Loan Protection Insurance relates.

Choice of cover

You may choose any one of the following combinations of cover:

- trauma and death, disability and involuntary unemployment,
- disability and involuntary unemployment,
- trauma and death and disability,
- disability only, or
- trauma and death only.
Maximum policy benefit

The maximum amount we will pay under the policy for the cover(s) you have chosen, no matter how many people are insured or how many claims are made is:

- trauma and death – the outstanding balance of your finance agreement up to a maximum of $100,000;
- disablement – we will meet instalments on your finance agreement up to a maximum of $3,000 per month. The maximum amount payable during the entire period of insurance is $100,000;
- involuntary unemployment – we will meet instalments on your finance agreement for up to 120 days up to a maximum of $4,000 per claim. The maximum amount payable during the entire period of insurance is $10,000.

Not everything is covered

Not everything is covered by Esanda Loan Protection Insurance – there are limitations. It is important that you read the policy, in particular Section B of this policy document, carefully, to understand the extent of cover and its limitations.

Examples:

A pre-existing condition means an injury, illness or other condition relating to your health:

- of which you were aware or received advice or treatment from a registered medical practitioner or health professional for, within the 6 month period before the period of insurance commenced; or
- of which you, or a reasonable person in the circumstances, were aware of the symptoms for which a reasonable person would have sought medical advice or treatment within the 6 months period before the period of insurance commenced; and
- where you require treatment for the same injury, illness or other condition within the 6 months period after the commencement of the period of insurance.
If, however, you held a previous policy with us under which we would have paid your claim, which has been cancelled and replaced by this policy, we will:

- accept the claim under this policy, and
- pay the amount of benefit that would have been payable under the cancelled policy for the period of insurance provided by that policy.

- An elimination period of 7 days applies to all disability and involuntary unemployment claims. This means we will not pay any benefit for the first 7 days of any claim for disability or involuntary unemployment.

**Term of insurance**

This insurance covers you for the period of insurance stated on the policy schedule or until the policy ends (see ‘When the policy ends’ on page 25), whichever happens first.

**Applying for cover**

**Eligibility**

To be able to apply for Esanda Loan Protection Insurance you must:

- be at least 16 and not more than 64 years of age during the period of insurance,
- be applying for a new loan,
- be in good health and not be aware of having any sickness or disability that a reasonable person in the circumstances would be aware of,
- have no knowledge or warning of any proposed or actual termination or decrease in work available to you and be actively employed in a permanent occupation for not less than 20 hours per week if you wish to apply for disability or involuntary unemployment cover,
- not be self-employed and be in permanent employment if you wish to apply for involuntary unemployment cover, and
• be an Australian citizen or New Zealand citizen permanently residing in Australia or holder of an Australian permanent residency visa, or a standard business sponsorship (sub class 457) visa holder that has been residing in Australia for at least 6 months.

No medical
A medical examination is not required for obtaining this insurance. All we require is confirmation that the statements contained in the declaration on the proposal form are true and accurate.

Payment of premium
The amount of premium payable for this insurance is based on the cover you have selected and the information you provide to us in your proposal (e.g. loan amount and loan term). You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) where applicable as well as other additional charges we tell you of. We will tell you when you apply, what premium is payable, when it needs to be paid and how it can be paid.

For your benefit, the insurance premium for this insurance policy may be included as part of your finance or, you can choose to pay it as a separate amount.

Our agent’s remuneration
Our agent receives a commission for arranging this policy. It is 20% of the total premium amount payable, before Stamp Duty and government charges.

Not compulsory
Esanda Loan Protection Insurance is not compulsory, nor is it a condition of your finance agreement approval.

Free choice of insurer
You may take out similar insurance (often known as Consumer Credit Insurance) with an insurer of your choice.
The application and acceptance process

Before the policy may be issued you must:

- read this policy document (Product Disclosure Statement), and
- complete a proposal form and sign a declaration.

If you are eligible for cover you will be issued with:

- this policy document (Product Disclosure Statement).

We will write to you after you have completed the insurance:

- enclosing a policy schedule, and
- again pointing out certain features of Esanda Loan Protection Insurance.

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 (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
Phone: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
Section B – Your policy

The insurers

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

Allianz is the insurer for “Part 2 – Disability cover” and “Part 3 – Involuntary unemployment cover” of the policy.

OnePath Life Limited AFS Licence No. 238341,
ABN 33 009 657 176 (OnePath Life), 242, Pitt Street Sydney, NSW 2000.

OnePath Life is the insurer for “Part 1 – Trauma and death cover”. Allianz issues and administers the Trauma and Death cover on behalf of OnePath Life.

What the policy consists of

Your policy consists of:

• this printed Esanda Loan Protection Insurance policy document which sets out details of your cover and its limitations, and

• a policy schedule approved by us which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability and other important information. This is referred to as the policy schedule in the policy document.

You should carefully read and retain your policy document and your policy schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance will become the policy schedule, which you should carefully read and retain.
Our agreement with you

We will insure you for the cover(s) selected by you for the period of insurance shown in the policy schedule on the basis:

- that you have paid, or agreed to pay us the premium for the cover(s) you have selected in your proposal and which the policy schedule indicates are in force,

- of the information provided by you in the proposal which drew your attention to your Duty of Disclosure. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we have the option of cancelling your policy from the effective date stated in the policy schedule.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading “Your Duty of Disclosure”, on page 28.

Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

“cancer” means the presence and diagnosis of one or more internal malignant cells or tumours, including Leukaemia, Lymphoma and Hodgkin’s Disease, that is confirmed by pathology tests and requires treatment by surgery, radiotherapy, hormone therapy or chemotherapy. Included are any malignant tumours considered too advanced or too serious for specific treatment to be warranted. Excluded are:

- tumours classed as carcinoma in situ, including cervical dysplasia classified CIN 1, CIN 2 or CIN 3, or pre-malignant tumours; or

- tumours treated by endoscopic procedures alone; or
prostatic or bladder cancers which are historically described as TNM classification T1 (including T1a or T1b) or another equivalent or lesser classification; or

all hyperkeratosis or basal cell carcinomas of the skin and all squamous cell carcinomas of the skin unless there is evidence they have spread to other organs; or

Kaposi’s Sarcoma or other tumours caused by or associated with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as defined by the World Health Organization from time to time, or in the absence of any such definition, by any other recognised governmental health organisation selected by us.

“coronary artery by-pass” means coronary artery by-pass grafting surgery performed via a thoracotomy.

“date of trauma” means the date on which, in our opinion, the trauma has been conclusively diagnosed for the first time.

“effective date” means the effective date shown on the policy schedule.

“elimination period” means the first 7 days of any claim commencing on the first date you are totally disabled or involuntarily unemployed.

“finance agreement” means the written agreement between you and the financial institution shown on the policy schedule, under which the financial institution provides you the finance upon you making regular specified payments to the financial institution for a specified term.

“financial institution” means the financial institution named in the policy schedule.

“elimination period” means the first 7 days of any claim commencing on the first date you are totally disabled or involuntarily unemployed.

“heart attack” means death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The basis for diagnosis shall include:
a. new and permanent electrocardiographic (ECG) changes associated with a Myocardial Infarction;

b. elevation to at least twice the upper normal level of cardiac enzymes consistent with a Myocardial Infarction.

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

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

“involuntary unemployment/involuntarily unemployed” means a period during which you are registered and certified as unemployed by Centrelink following a termination of your employment which was not by your choice.

“major stroke” means any infarction of brain tissue as a result of a cerebrovascular incident that is associated with evidence of neurological dysfunction that causes permanent functional impairment of at least 25% of whole person function, which is confirmed by a consultant neurologist. It excludes any:

- infarction of brain tissue as a result of bodily injury caused by accidental, external and visible means, or
- vascular disease affecting the nerve(s), or
- transient ischaemic attacks, or
- cerebral symptoms due to migraine.

“net balance due and payable” means the amount outstanding under the finance agreement at the date of your death or date of trauma plus any credit charges accrued for up to two months after that date. This amount does not include any arrears in finance repayments in excess of two months.

“period of insurance” means the period of time commencing on the effective date stated in the policy schedule and ending on the earlier of the expiry date shown on the policy schedule or the date the policy ends (see ‘When the policy ends’ on page 25). If there is a general
increase in the interest rate charged by your financial institution resulting in the term of the finance agreement being extended, the expiry date shown on the policy schedule will be extended by up to six months in total, free of charge.

“permanent employment” means being employed on a regular basis for a period of not less than 20 hours per week for remuneration or reward.


“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.

“totally disabled” means that, on the advice of a registered medical practitioner, you are unable to attend or engage in your usual profession, business or occupation 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.

“we”, “our” or “us” means:

- Allianz Australia Insurance Limited in respect of the disability and involuntary unemployment cover under Parts 2 and 3 of the policy,
- OnePath Life in respect of the trauma and death cover under Part 1 of the policy.

“you” or “your” means the insured person or persons named in the policy schedule.
Part 1 – Trauma and death cover

Part 1 of this policy applies only if it is stated to apply in the policy schedule and you have paid or agreed to pay the premium set out in the policy schedule.

OnePath Life is the insurer for “Part 1 – Trauma and death cover” of the policy. These Benefits are paid from the OnePath Life Statutory Fund No. 1.

1. What we will pay

We will pay to your financial institution the net balance due and payable by you under the finance agreement:

a. in the event you are diagnosed with one of the following specified traumas (defined under “Words with special meanings” on pages 11 to 14):
   - cancer,
   - coronary artery bypass surgery,
   - heart attack, or
   - major stroke;

   and the condition was diagnosed during the period of insurance.

b. in the event you die during the period of insurance.

The maximum amount we will pay for all claims during the period of insurance is $100,000.

2. When we will not pay your claim

a. More than one person

We will not pay more than one claim under this cover even if the policy is in the name of two insured persons.
b. Pre-existing injury or illness

We will not pay a claim for trauma or death which arises directly or indirectly from a pre-existing condition.

A pre-existing condition means an injury, illness or other condition relating to your health:

– of which you were aware or received advice or treatment from a registered medical practitioner or health professional for, within the 6 month period before the period of insurance commenced; or

– of which you, or a reasonable person in the circumstances, were aware of the symptoms for which a reasonable person would have sought medical advice or treatment within the 6 months period before the period of insurance commenced; and

– where you require treatment for the same injury, illness or other condition within the 6 months period after the commencement of the period of insurance.

If however, you held a previous policy with us under which we would have paid your claim, which has been cancelled and replaced by this policy, we will:

• accept the claim under this policy, and

• pay the amount that would have been payable under the cancelled policy for the period of insurance provided by that policy.

c. Criminal activity

We will not pay if your trauma or death is caused by you taking part in a criminal activity.

d. War

We will not pay if your trauma or death is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.
e. Self-inflicted injury
We will not pay if your trauma or death is caused directly or indirectly by or arises from a deliberately self inflicted injury (including suicide).

f. Illness during the first 90 days of cover
We will not pay you if the illness which gives rise to the trauma manifests itself during the first 90 days of the period of insurance.

See also “Conditions of cover” on pages 24 to 25 and “Making a claim” on pages 26 to 27 which apply to this cover.
Part 2 – Disability cover

Part 2 of this policy applies only if it is stated to apply in the policy schedule and you have paid or agreed to pay the premium set out in the policy schedule. If you become totally disabled during the period of insurance we will pay to your financial institution, your finance repayment(s) (the benefit) due under the finance agreement. Our payment will continue for as long as you are totally disabled or until the policy ends, whichever happens first.

1. What we will pay

a. We will pay a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under your finance agreement for each day you are totally disabled after the elimination period up to a maximum monthly amount of $3,000.

b. The maximum total benefit we will pay during the period of insurance, no matter how many times you become totally disabled, is $100,000.

2. When we will not pay your claim

a. More than one person

We will not pay in respect of more than one insured person for the same period.

b. Failure to follow medical advice

We will not pay if you do not obtain or follow the advice of a registered medical practitioner.

c. Pre-existing injury or illness

We will not pay a claim for disability which arises directly or indirectly from a pre-existing condition:
- of which you were aware or received advice or treatment from a registered medical practitioner or health professional for, within the 6 month period before the period of insurance commenced; or
- of which you, or a reasonable person in the circumstances, were aware of the symptoms for which a reasonable person would have sought medical advice or treatment within the 6 months period before the period of insurance commenced; and
- where you require treatment for the same injury, illness or other condition within the 6 months period after the commencement of the period of insurance.

If, however, you held a previous policy with us under which we would have paid your claim, which has been cancelled and replaced by this policy, we will:
- accept the claim under this policy, and
- pay the amount of benefit that would have been payable under the cancelled policy for the period of insurance provided by that policy.

d. Liquor or drugs

We will not pay if your disability arises out of you being rendered less capable than usual of taking care of yourself directly or indirectly because of:
- intoxicating liquor,
- narcotics, or
- drugs (other than a drug taken or administered by or in accordance with the advice of a registered medical practitioner).

e. Riot and civil commotion

We will not pay if your disability is caused by you taking part in a riot, civil commotion, strike or lockout.

f. Criminal activity

We will not pay if your disability is caused by you taking part in a criminal activity.
g. Professional Sports

We will not pay if your disability is caused by professional racing of any kind (other than foot racing), or all forms of professional football, boxing or wrestling.

h. War

We will not pay if your disability is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

i. Nuclear

We will not pay if your disability is caused directly or indirectly by or arises from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material.

j. Self-inflicted injury

We will not pay if your disability is caused directly or indirectly by or arises from a deliberately self inflicted injury.

See also “Conditions of cover” on pages 24 to 25 and “Making a claim” on pages 26 to 27 which apply to this cover.
Part 3 – Involuntary unemployment cover

Part 3 of this policy applies only if it is stated to apply in the policy schedule and you have paid or agreed to pay the premium set out in the policy schedule. If you become involuntarily unemployed during the period of insurance we will pay to your financial institution, your finance repayment(s) (the benefit) due under the finance agreement. Our payment will continue for as long as you remain involuntarily unemployed up to a maximum period of 120 days or until the policy ends, whichever happens first.

1. What we will pay

We will pay a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under your finance agreement for each day you are involuntarily unemployed after the elimination period to a maximum of $4,000 per claim. The maximum amount payable during the entire period of insurance is $10,000.

2. When we will not pay your claim

a. More than one person

We will not pay in respect of more than one insured person for the same period.

b. Permanently or self-employed

We will not pay if you were not engaged in paid permanent employment or were self-employed immediately before or on the effective date of the period of insurance.

c. 120 days benefit

We will not pay more than 120 days benefit for any one period during which you are involuntarily unemployed.

d. Permanently employed

We will not pay if you were not engaged in paid permanent employment at the beginning of the period of insurance.
e. 14 days employment prior to claim
We will not pay if you were not engaged in paid permanent employment for at least 14 consecutive working days immediately prior to any period of involuntary unemployment.

f. Involuntary unemployment during the first 14 days of cover
We will not pay if you become involuntarily unemployed during the first 14 days of the period of insurance.

g. Involuntary unemployment of which you were aware
We will not pay if you become involuntarily unemployed and at the time of completing the proposal for this insurance you were aware that this was going to occur.

h. Seasonal employment
We will not pay if your involuntary unemployment is caused by the seasonal or irregular nature of your work.

i. Voluntary unemployment
We will not pay if you voluntarily become unemployed.

j. Injury or illness
We will not pay if your involuntary unemployment is caused by any injury or illness.

k. Contract employment
We will not pay if your involuntary unemployment is caused by the end of a non-renewable contract which was limited to a specified work period.

l. Liquor or drugs
We will not pay if your involuntary unemployment arises out of you being rendered less capable than usual of taking care of yourself directly or indirectly because of:
• intoxicating liquor,
• narcotics, or
• drugs (other than a drug taken or administered by or in accordance with the advice of a registered medical practitioner).

m. Riot and civil commotion
We will not pay if your involuntary unemployment arises out of you taking part in a riot, civil commotion, strike or lockout.

n. Criminal activity
We will not pay if your involuntary unemployment arises out of you taking part in a criminal activity.

o. Misconduct
We will not pay if your involuntary unemployment arises out of misconduct of any kind.

p. War
We will not pay if your involuntary unemployment is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

q. Nuclear
We will not pay if your involuntary unemployment is caused directly or indirectly by or arises from ionising radiation or contamination by radioactivity from:
• any nuclear fuel or nuclear waste,
• the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
• nuclear weapons material.
See also “Conditions of cover” on pages 24 to 25 and “Making a claim” on pages 26 to 27 which apply to this cover.
Conditions of cover

1. Changes to your policy

No part of your policy may be changed unless we agree to the changes in writing.

2. Cancellation of the policy

a. You may cancel the policy or any part of the policy at any time by notifying us in writing or by contacting us using the details on the back cover. If the policy has been issued to more than one person each person must sign the notice.

b. We have the right to cancel this policy where permitted by law. For example, we can cancel:

- if you have failed to comply with your Duty of Disclosure, or
- where you have made a misrepresentation to us during negotiations prior to the issue of this policy, or
- where you have failed to comply with a provision of your policy, including the term relating to payment of premium, or
- where you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time that our policy covers you.

c. If you or we cancel the policy after the cooling off period, we may deduct a proportion of the premium for the time on risk, reasonable administrative costs related to the acquisition and termination of the policy and any government taxes or duties (unless not permitted by any law).
3. When the policy ends

The policy will cease to be in force and all future claim payments under the policy will stop (unless otherwise agreed) at the earliest of the following dates:

a. the expiry of the period of insurance;
b. the date the policy is cancelled;
c. the date the loan under the finance agreement is repaid;
d. the date the finance agreement is cancelled;
e. the 8th anniversary of the effective date of the period of insurance;
f. the date your indebtedness under the finance 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 of trauma;
i. the date of your death;
j. the date you no longer permanently reside in Australia; or
k. the date we pay to your financial institution the lesser of the net balance due and payable by you under the loan agreement or $100,000;
l. when you cease holding a valid temporary business Long Stay Visa (457) if you held one at the time you applied, unless you do so to become a Permanent Resident or citizen of Australia.
Making a claim

1. What must be done to make a death claim

   a. The legal personal representative of your estate, or your financial institution must apply in writing to us as soon as practicable after your death. This application must be in the form which we require.

   b. The legal personal representative of your estate can obtain a claim form by contacting us.

   c. Proof, at the expense of your estate and in a form satisfactory to us, must be provided to us in order to establish your identity, the fact and cause of your death and the existence of the finance agreement.

2. What must be done to make a trauma claim

   a. You must tell us in writing as soon as you are reasonably able to after the date of trauma.

   b. You can obtain a claim form by contacting us.

   c. In support of your claim, you must give us any medical information or any other evidence (including medical certificates) which we may reasonably ask you to give us at your own cost.

   d. We may ask you to have a medical examination relating to a claim. If so, you must give us reasonable assistance in doing so. We will pay the cost of any examination we ask you to have.

3. What must be done to make a disability claim

   a. You must tell us in writing as soon as you are reasonably able to after you become totally disabled.
b. You can obtain a claim form by contacting us.

c. In support of your claim, you must give us any medical information (including medical certificates) which we may reasonably ask you to give us at your own cost.

d. We may ask you to have a medical examination relating to a claim. If so, you must give us reasonable assistance in doing so. We will pay the cost of any examination we ask you to have.

4. What must be done to make an involuntary unemployment claim

a. You must tell us in writing as soon as you are reasonably able to after you become involuntary unemployed.

b. You can obtain a claim form by contacting us.

c. In support of your claim, you must give us any documents or other information or any other evidence (including a certificate of unemployment from Centrelink) which we may reasonably ask you to give us. You must pay the cost of obtaining such documents.

5. Provision of information

When you make a claim you must give us all evidence and information we may reasonably require about the claim and the circumstances surrounding it. You must also answer any questions we ask you truthfully and fully and give us any other evidence that we ask for.
Other information

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

Disability and involuntary unemployment cover
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.

Trauma and death cover
If you fail to comply with your duty of disclosure and we would not have entered into the life insurance contract on any terms if the failure had not occurred, we may avoid the contract within 3 years of entering into it.

If we are, or have been, entitled to avoid the contract of life insurance, but do not avoid it, we may elect at any time, to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to us.

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
This document sets out how we use, collect and disclose personal information about you. It replaces any information about privacy in the insurance documentation we have previously provided to you. Further information is in our Privacy Policy available at www.allianz.com.au.

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.

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.

OnePath Life

Privacy statement

In this section ‘we’, ‘us’ and ‘our’ refers to OnePath Life Limited and other members of the ANZ Group. ‘You’ and ‘your’ refers to policy owners and life insureds.

We collect your personal information from you in order to manage and administer our products and services and we may need to disclose it to certain third parties. Without your personal information, we may not be able to process your application/contributions or provide you with the products or services you require.

We are committed to ensuring the confidentiality and security of your personal information. Our Privacy Policy details how we manage your personal information and is available on request or may be downloaded from onepath.com.au/aboutOnePath/privacy-policy.aspx.

In order to undertake the management and administration of our products and services, it may be necessary for us to disclose your personal information to certain third parties.

Unless you consent to such disclosure we will not be able to consider the information you have provided.
Providing your information to others

The parties to whom we may routinely disclose your personal information include:

- an organisation that assists us and/or ANZ to detect and protect against consumer fraud;
- any related company of ANZ which will use the information for the same purposes as ANZ and will act under ANZ’s Privacy Policy;
- an organisation that is in an arrangement or alliance with us and/or ANZ to jointly offer products and/or to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or us and/or ANZ to provide you with products or services and/or to promote a product or service;
- organisations performing administration;
- compliance functions in relation to the products and services we provide;
- organisations providing medical or other services for the purpose of the assessment of any insurance claim you make with us (such as reinsurers);
- our solicitors or legal representatives;
- organisations maintaining our information technology systems;
- organisations providing mailing and printing services;
- persons who act on your behalf (such as your agent or financial adviser);
- the policy owner (where you are a life insured who is not the policy owner);
- regulatory bodies, government agencies, law enforcement bodies and courts.

We will also disclose your personal information in circumstances where we are required by law to do so.
Examples of such laws are:

- The Family Law Act 1975 (Cth) enables certain persons to request information about your interest in a superannuation fund;

- There are disclosure obligations to third parties under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

If you do not want us, ANZ or our alliance partners to tell about products or services, phone Customer Services 1300 783 575 to withdraw your consent.

**Information required by law**

ANZ may be required by relevant laws to collect certain information from you. Details of these laws and why they require us to collect this information are contained in our Privacy Policy at onePath.com.au/aboutOnePath/privacy-policy.aspx.

**Life risk – sensitive information**

For life risk products, where applicable, we may collect health information with your consent. Your health information will only be disclosed to service providers or organisations providing medical or other services for the purpose of underwriting, assessing the application or assessing any claim.

**Privacy consent**

We and other members of the ANZ Group may send you information about our financial products and services from time to time. ANZ may also disclose your information to its related companies or alliance partners to enable them or ANZ to tell you about a product or service offered by them or a third party with whom they have an arrangement.

You may elect not to receive such information at any time by contacting Customer Services on 1300 783 575.
Where you wish to authorise any other parties to act on your behalf, to receive information and/or undertake transactions please notify us in writing.

If you give us or ANZ personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by us or ANZ in connection with your dealings with us or ANZ.

**Privacy Policy**

Our Privacy Policy contains information about:

- when we or ANZ may collect information from a third party;
- how you may access and seek correction of the personal information we hold about you, and
- how you can raise concerns that we or ANZ has breached the Privacy Act or an applicable code and how we and/or ANZ will deal with those matters.

You can contact us about your information or any other privacy matter as follows:

GPO Box 75
Sydney NSW 2001
Email: privacy@onepath.com.au

We may charge you a reasonable fee for this.

If any of your personal information is incorrect or has changed, please let OnePath know by contacting Customer Services on 1300 783 575.

More information can be found in our Privacy Policy which can be obtained from our website at onePath.com.au/aboutOnePath/privacy-policy.aspx.
Overseas recipients

We or ANZ may disclose information to recipients (including service providers and related companies) which are:

(1) located outside Australia; and/or
(2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in ANZ’s Privacy Policy and at anz.com/privacy.

Sanctions – OnePath Life

We may delay or withhold paying a benefit under Esanda Loan Protection where doing so may breach any laws or regulations in Australia including any sanctions regulations.

You must provide all information to OnePath Life which OnePath Life reasonably requires in order to manage its money-laundering, terrorism-financing or economic and trade sanctions regulations.

Alternative Form of Remuneration Register

OnePath Life maintains and Alternative Form of Remuneration Register (Register) in accordance with the Financial Services Council (FCS) Industry Code of Practice on Alternative Forms of Remuneration in the Wealth Management Industry. The Register outlines the alternative forms of remuneration which are paid and received from givers and receivers of such remuneration. The Register is publicly available and can be accessed by contacting OnePath Life. Currently, this insurance product does not pay or receive any alternative remuneration.

General Insurance Code of Practice – providing you with even better service

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry.
We keenly support the standards set out in the Code.

You can obtain more information on the Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

**Agent arrangements and agent’s fee**

This insurance has been arranged by an agent.

In regard to this insurance the agent is acting as our agent and not as your agent.

Under this arrangement the agent is paid commission by us for its introduction of customers and for the provision of services in relation to this insurance.

You may arrange insurance through any insurer of your choice.

**Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this 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 and for more information see APRA website at http://www.apra.gov.au and the APRA hotline on 1300 55 88 49.

**Phoning for assistance and confirmation of cover**

If you need to confirm any policy transaction or clarify any of the information contained in this policy document or if you have any other queries, please use the contact details on the back cover.
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For all general enquiries please call Esanda Insurance on 1300 783 575

For all claims enquiries please call Allianz on 1300 362 108

This Product Disclosure Statement (PDS) is issued by Allianz Australia Insurance Limited (Allianz) AFS Licence No.234708, ABN 15 000 122 850 and OnePath Life Limited AFS Licence No. 238341 ABN 33 009 657 176 (OnePath Life) who are responsible for its content. In arranging this insurance, Esanda Finance Corporation Ltd ABN 64 004 346 043 Authorised Rep No. 269742 (Esanda) acts as an agent of Allianz, and not as an agent of OnePath Life or as your agent.

This insurance is underwritten as follows: Allianz is the insurer of the Disability cover and Involuntary Unemployment cover of the policy. OnePath Life is the insurer of the Trauma and Death cover of the policy. Allianz issues and administers the Trauma and Death cover on behalf of OnePath Life.

OnePath Life is a wholly owned subsidiary of Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. ANZ is an authorised deposit taking institution (Bank) under the Banking Act 1959, but does not stand behind OnePath Life. OnePath Life is not a Bank and this insurance is neither a deposit nor liability of ANZ or of any member of ANZ Group, other than of OnePath Life as the insurer of the Trauma and Death cover. Neither ANZ nor any ANZ Group member stands behind or guarantees OnePath Life.

The information provided in this PDS is of a general nature and does not take into account your personal needs and financial circumstances. You should therefore consider the appropriateness of the information, having regard to your objectives, financial situation and needs.