

## Contents

What is My Protection Plan?	1
3 steps to getting covered	2
The people behind your cover	3
My Protection Plan for:	
Life Insurance	5
Total and Permanent Disablement (TPD) Insurance (Optional)	7
Trauma Insurance (Optional)	9
Income Protection Insurance	11
Business Expenses Insurance	15
Medical definitions	17
Other definitions	22
Premiums, charges and taxes	25
Managing your cover	27
Managing the ongoing cost of your cover	29
Privacy Statement	31
Interim Accidental Cover	33
Direct Debit Request Service Agreement	35

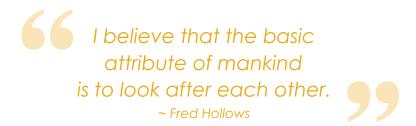
## Welcome to My Protection Plan

This Product Disclosure Statement (PDS) contains important information you should know about My Protection Plan to help you decide if it is right for you. Inside you will find:

- Explanations of My Protection Plan's features and benefits, helping you compare it to other insurance products.
- Details of the conditions, limitations and exclusions that apply, so you'll know when we will pay a claim and when we won't.
- Details on how to change your cover when you need to.
- What to do if you need to make a claim.

If you buy My Protection Plan from NobleOak, your contract with us will be made up of this PDS, your application for insurance, your Certificate of Membership and the most recent Benefit Information notice we've sent you. Once your cover is in place, please keep these documents in a safe place for future reference.

Any advice given in this PDS is general only and does not take into account your individual circumstances. You should consider whether this product is right for you with regards to your objectives, financial situation and needs. If you have any questions, please call us on 1300 551 044.



The Product Disclosure Statement contains important information about My Protection Plan. Insurer: NobleOak Life Limited ABN: 85 087 648 708 AFSL No. 247 302



## What is My Protection Plan?

My Protection Plan is NobleOak's most comprehensive insurance product. It lets you choose the types and amounts of cover you want, and you only pay for what you are covered for.

Type of insurance	Page	What you are covered for	Minimum age at entry	Maximum age at entry	Cover expiry age
Life Insurance	5	Choose up to \$25m cover in case you die or become terminally ill, helping to clear your debts and support your family. Terminal illness is subject to a maximum benefit of \$3m, with any balance payable on death.	16	69	99
+ Total and Permanent Disability (TPD) Insurance (Optional)	7	Choose up to \$5m cover that will be advanced from your Life Insurance if you're never able to work again because of sickness or injury, helping you modify your home, replace lost income and clear debts.	16	64	75
+ Trauma Insurance (Optional)	9	Choose up to \$2m cover that will be advanced from your Life Insurance if you suffer a serious listed medical condition, helping you pay your treatment expenses and adjust your lifestyle.	18	59	70
Trauma Insurance Stand Alone	9	Choose up to \$2m cover in case you suffer a serious listed medical condition, helping you pay any excess treatment expenses and adjust your lifestyle. A Survival Period applies to stand-alone Trauma.	18	59	70
Income Protection Insurance	11	Choose cover of up to 75% of your income (max \$30,000 per month) in case you can't work due to sickness or injury, helping you to support your family and cover essential living expenses.	18	59	65
Business Expenses Insurance	15	If you are self-employed you can choose cover of up to \$25,000 per month in case you can't work due to sickness or injury, helping you cover the fixed running costs of your business.	21	59	65

If you have a Self-Managed Super Fund, you can choose Life Insurance and the 'Any' Occupation TPD Insurance definition for members of your Fund.

My Protection Plan can be purchased through a number of high quality financial advisers, directly from NobleOak, or from one of our partners.

## 3 steps to getting covered

## Consider your eligibility and what cover you need

You need to be an Australian resident between the minimum and maximum ages shown in the previous table to be eligible for My Protection Plan.

When choosing your level of cover, you will need to:

- A. Choose your Life Insurance cover amount, and;
  - If you want optional Total and Permanent
    Disability Insurance, choose your cover amount
    and either the 'Own' Occupation and/or 'Any'
    Occupation definition.
  - If you want optional Trauma Insurance, choose your cover amount.

And / Or

**B.** If you want stand-alone Trauma Insurance, choose your cover amount.

And / Or

**C.** Choose your Income Protection Insurance cover amount per month, together with a Waiting Period and Benefit Period.

And / Or

**D.** If you are self-employed and want Business Expenses Insurance, choose your cover amount per month.

#### 2 Arrange your quote

To arrange your quote, call NobleOak on 1300 041 494. We'll explain the product features to you, so you know you're getting the comprehensive cover you require.

Your quote can even be sent by email while you're still on the phone. Once you're happy with the quote, you can apply for My Protection Plan or take some time to compare other insurers. We think you will find our prices compare well against other comparable products.

If you have an adviser, you can ask them to arrange a My Protection Plan quote for you.

### 3 Apply

Allow 15 to 30 minutes when applying for My Protection Plan.

Once we have your full application details, we'll provide you with free Interim Accidental Cover (see full terms and conditions at the back of this PDS) while we complete our assessment.

If you're using an adviser, they will often take you through the application themselves, and then submit it afterwards to us. Because they can provide personal advice, they may also show you comparison quotes and explain how the benefits suit your circumstances.

Once your application is approved, we will activate your cover and provide you with a welcome pack that outlines the details of your cover.

#### Contact us at NobleOak

Quotes & Applications: 1300 041 494 All other enquiries: 1300 551 044

By mail: NobleOak, Freepost, GPO Box 4793 SYDNEY NSW 2001 (no stamp required)

By email: enquiry@nobleoak.com.au



## The people behind your cover

#### About NobleOak (The product insurer)

NobleOak Life Limited (NobleOak) is an Australian life insurer that was established in 1877 and has been protecting Australians for over 140 years. NobleOak is regulated by the Australian Prudential Regulation Authority (APRA), and holds an Australian Financial Services Licence issued by the Australian Securities and Investments Commission (ASIC).

Cover provided under the My Protection Plan is reinsured by one of the leading global reinsurers, Hannover Life Re of Australasia Ltd.

When you're with NobleOak, you can feel secure knowing you're with a leading friendly society that has become synonymous with trust and integrity. We pride ourselves on personalised, friendly service and our experienced claims specialists are based here in Australia.



We are also a member of the Financial Services Council of Australia and a signatory to the FSC Code of Practice for Life Insurers.

The Code sets out the minimum standards for dealing with, communicating with and servicing our clients. It is built around the principles of Clarity and Transparency, Fairness and Respect, Honesty, Timeliness and Communication. At NobleOak we pride ourselves on doing more than meeting the minimum standards. We have been helping Australians for over 140 years to protect their loved ones and lifestyle. Our core philosophy is to put our clients' needs first at all times. We always offer genuine value, provide better cover and make Life insurance more accessible and affordable.

Our Client Guides set out the standards you can expect from the team at NobleOak when taking out and managing your cover and are available at www.nobleoak.com.au/code

NobleOak provides insurance cover under its Risk Fund No.1 Benefit Fund Rules which are approved by NobleOak's Board and APRA. Upon acceptance for cover you become insured under the My Protection Plan master insurance policy that is issued to NobleOak Services Limited ABN 66 112981718 AFSL Number 286798 as the Trustee of the My Protection Plan trust. Your cover is governed by the Risk Fund No.1 Benefit Fund Rules. You will receive a welcome pack with a Benefit Schedule setting out your cover, your premiums and any special terms agreed with you. Members may request to view the Risk Fund No.1 Benefit Rules at any time.

We use 'you' and 'life insured' to mean the applicant, the person covered or to be covered as the context implies.

## Peace of mind starts when you apply

My Protection Plan is a fully-underwritten life insurance contract. That means we ask you about your health and lifestyle at the start, so we can tailor your cover and your premium to the answers given.

As long as you disclose everything we need when you apply, you can rest assured that any future claim will be fully paid in accordance with this PDS, being a full disclosure of the underlying terms and conditions in the Risk Benefit Fund Rules. There may also be other Special Acceptance Terms agreed with you at the time of application.

#### Our promise to you

You can feel secure when you take out My Protection Plan cover. That's because:



#### We value you as a person

As a friendly society, our core philosophy is about looking after our clients – ensuring you always receive excellent value, comprehensive products and great service.



#### We pay claims

We assign a personal claim specialist to help clients and their families when they need it most. They work alongside our clients to provide support at each step of the way. All eligible claims are paid promptly under the condition that all questions are answered truthfully and completely during the application process.



#### We strive to keep premiums low

Unlike larger insurers and banks, we don't invest heavily in advertising and sponsorships, and we don't pay high upfront commissions to advisers or brokers. That means we can pass on savings directly to you.



#### We guarantee your renewals

As long as premiums are paid, NobleOak guarantees to renew your insurance cover each year. Your insurance cover will not be cancelled, nor will your premiums be increased due to any future change in your state of health, lifestyle, occupation or pastimes.



#### We cover you wherever you are

Once issued, insurance cover is provided for worldwide travel and residence 24-hours a day, subject to any special terms and conditions NobleOak may apply at the time of acceptance.















### Life Insurance

Choose an amount of cover in case you die or become terminally ill, helping to clear your debts and support your family.

#### **Death Benefit**

If you die while covered for life insurance, NobleOak will pay the agreed cover amount as a lump sum to your nominated beneficiaries or estate. You can apply for cover up to \$25 million, although higher amounts will be considered where it can be justified.

#### **Funeral Advance Benefit**

NobleOak will quickly advance \$15,000 of your cover amount to assist with funeral expenses, upon evidence of age and receipt of the death certificate.

#### **Terminal Illness Benefit**

If you become terminally ill, NobleOak will advance the cover amount up to a maximum of \$3 million. Any remaining cover will remain in place until you die, when the balance is paid.

To be eligible for this payment:

- You must be diagnosed as being terminally ill by two Medical Practitioners, one of which is a specialist practising in an area related to the illness or injury suffered by you; and
- Their joint or separate diagnoses certify that you are suffering from an illness, or have incurred an injury, that is likely to result in death within 12\* months of their certification.

\*If the cover is to be owned by a SMSF (as a Trustee Member), then a 24 month certification period applies.

#### **Financial Advice Benefit**

We understand that you or your estate may need some professional advice to ensure that the proceeds of a death or terminal illness claim payment are managed appropriately. That is why we will reimburse the cost of engaging a qualified financial adviser, up to \$5,000, to prepare a financial plan if we pay a benefit in excess of \$200,000 for death or terminal illness. See page 23 for more details.

#### **Grief Counselling Benefit**

We understand that your death or diagnosis with a terminal illness can be a very emotional time. That is why we will reimburse the cost of grief counselling services for you, your spouse or your partner, up to \$1,000, if we pay a benefit for death or terminal illness. See page 24 for more details.

#### **Premium Freeze Benefit**

You can fix the cost of your cover at any time by writing to us with a request to freeze the premium amount. This means that:

- Your future premiums will be fixed at the amount you were paying on the date of notification
- Each year your cover amount will be adjusted to the amount of cover that can be purchased for the frozen premium.

You can write to us at any time to end the Premium Freeze Benefit and the premium freeze will end on the next anniversary of your cover.

#### **Future Increases Benefit**

You can increase your cover amount by the lesser of \$100,000 or 20% of the original cover amount without the need to provide further medical evidence if one of the following allowable events occurs:

- You marry or register a partnership
- You take out or increase a mortgage on your primary place of residence
- You or your partner gives birth to or adopts a child.
- · Your child starts secondary school
- Your spouse dies\*
- You get divorced\*.

\*A 24 month exclusion period applies for increases under these events. See page 24 for more details.

#### Indexation

To guard against inflation, your cover amount will automatically be increased at each anniversary using the Consumer Price Index. Your premium will be adjusted accordingly. See page 24 for details.

#### **Exclusions**

The Death Benefit will not be payable if death is a result of:

- Suicide occurring within 13 months following the commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase).
- Any exclusion, which is specific to you and noted in any Special Acceptance Terms agreed with you at the time of application.

#### **Benefit Reductions**

The Death Benefit and Terminal Illness Benefits are reduced by any amounts we pay under the optional Total and Permanent Disablement and/or the optional Trauma Benefit.

#### **Compliance with SIS regulations**

Under SIS regulations, life insurance under superannuation doesn't permit certain benefits to be paid. As such, if the cover is held by an SMSF (as a Trustee Member) we will not be able to pay the Funeral Advance Benefit, Financial Advice Benefit or Grief Counselling Benefit. The Terminal Illness definition for this cover meets SIS Regulations.



# Total and Permanent Disablement (TPD) Insurance (Optional)

Choose up to \$5m cover in case you're never able to work again because of sickness or injury, helping you modify your home, replace lost income and clear debts.

#### **TPD Benefit**

If you become totally and permanently disabled due to sickness or injury, NobleOak will pay you the agreed cover amount as a lump sum. You can apply for an amount up to your Life Insurance sum insured, to a maximum of \$5 million.

Note: Any portion of cover that is provided using the 'Own' Occupation definition will be limited to \$3 million. If your occupation is Home Duties, the Domestic Duties definition for TPD will apply.

Total ar	nd Permanent Disablement means solely as a result of your ill-health (whether physical or mental):
Α	<ul> <li>You have been absent from work (or Domestic Duties) for a continuous period of at least 6 months, and at the end of those 6 months, we are reasonably satisfied that your ill-health (whether physical or mental) makes it unlikely that you will:</li> <li>If the 'Own' Occupation definition applies: ever again engage in your own occupation.</li> <li>If the 'Any' Occupation definition applies: ever again engage in any gainful employment for which you are reasonably qualified by education, training or experience.</li> <li>If the 'Domestic Duties' definition applies: ever again be able to perform your usual unpaid Domestic Duties, or</li> </ul>
В	You have suffered Loss of Limbs and/or Sight, or
С	You have suffered Loss of Independence.
	<ul> <li>Subject to:</li> <li>If this cover is held by a trustee of a superannuation fund, the 'Any Occupation' definition will always need to be met.</li> <li>If you are not gainfully employed for at least 15 hours per week and you are under the age of 65 at the time of disablement, the 'Domestic Duties' definition will apply, or</li> <li>If you are age 65 or older, 'B' or 'C' will apply.</li> </ul>

#### How a TPD claim is paid

TPD Insurance is available as an optional extra with Life Insurance. Any claim paid under TPD Insurance will reduce the remaining Life Insurance cover amount (and Trauma Insurance if also taken) by the amount of TPD Benefit paid.

The period of total disablement begins on the first day absent from work due to the Sickness or Injury. After turning age 65, the TPD Benefit is reduced at each anniversary by 10% (of the value at age 65), until expiry by age 75, when TPD Insurance will be extinguished. Premiums will be reduced accordingly.

#### Financial Advice Benefit

We understand that you may need some professional advice to ensure that the proceeds of a Total & Permanent Disability claim payment are managed appropriately. That is why we will reimburse the cost of engaging a qualified and licensed financial adviser, up to \$5,000, to prepare a financial plan if we pay a TPD benefit in excess of \$200,000.

See page 23 for more details.

#### Premium Freeze Benefit

You can fix the cost of your cover at any time by writing to us with a request to freeze the premium amount. This means that:

- Your future premiums will be fixed at the amount you were paying on the date of notification; and
- Each year your cover amount will be adjusted to the amount of cover that can be purchased for the frozen premium.

You can write to us at any time to end the Premium Freeze Benefit and the premium freeze will end on the next anniversary of your cover.

#### **Future Increases Benefit**

You can increase your cover amount by the lesser of \$100,000 or 20% of the original cover amount without the need to provide further medical evidence if one of the following allowable events occurs:

- You marry or register a partnership
- You take out or increase a mortgage on your primary place of residence
- You or your partner gives birth to or adopts a child.
- Your child starts secondary school
- Your spouse dies\*
- You get divorced\*.

\*A 24 month exclusion period applies for increases under these events. See page 24 for more details.

#### **Indexation**

To help protect you against inflation, your cover amount will automatically be increased at each policy anniversary using the Consumer Price Index. Your premium will be adjusted accordingly. See page 24 for details.

#### **Exclusions**

A benefit will not be payable for TPD Insurance where;

- Total and Permanent Disablement is caused or contributed to by any intentional self-injury or intended suicide irrespective of whether sane or insane within 13 months from commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase), or
- Any exclusion applies, which is specific to you and noted in any Special Acceptance Terms agreed with you at the time of application.

#### **Compliance with SIS regulations**

Under SIS regulations, insurance provided through a superannuation fund can only be provided where the insurable event is consistent with a SIS Act Condition of Release.

If TPD insurance is held through a SMSF (as a Trustee Member), only the 'Any' Occupation definition is consistent with SIS Regulations.





## Trauma Insurance (Optional)

Choose up to \$2m cover in case you suffer a serious listed medical condition, helping you pay your treatment expenses and adjust your lifestyle.

#### Trauma Benefit

If you first suffer one of the Trauma Events listed below (and as defined on pages 17 to 20), while covered for Trauma Insurance, NobleOak will pay you the cover amount as a lump sum. NobleOak will require an unequivocal diagnosis by a Medical Practitioner before payment can be made.

When Trauma Insurance is taken with Life Insurance, you can apply for any level of cover up to your Life Insurance cover amount, to a maximum of \$2 million.

When applying for stand-alone Trauma Insurance, you can apply for any level of cover up to \$2 million.

#### **Trauma Events covered**

#### Main Trauma Events

- Cancer #
- Coronary Artery Angioplasty \*#
- Coronary Artery By-pass Surgery #
- Heart Attack #
- Other Serious Coronary Artery Disease#
- Stroke #
- \* For Coronary Artery Angioplasty the benefit payable is 25% of the Trauma Insurance cover amount to a maximum of \$25,000. Once paid, the Trauma Insurance cover amount will reduce by the amount of the benefit paid, with a corresponding reduction to premium.
- # 90 day waiting period applies, see Exclusion details on Page 10.

#### Other Trauma Events

- Accidental HIV Infection #
- Alzheimer's Disease/Irreversible Organic Disorder
- Aplastic Anaemia
- Bacterial Meningitis
- Blindness
- Cardiomyopathy
- Chronic Liver Disease
- Chronic Lung Disease
- Coma
- Dementia
- Diplegia
- Heart Valve Replacement #
- Hemiplegia
- Kidney Failure
- Leukaemia #
- Loss of Hearing
- Loss of Independence
- Loss of Limbs and/or Sight
- Loss of Speech
- Major Brain Injury
- Major Burns
- Major Organ Transplant #
- Motor Neurone Disease
- Multiple Sclerosis
- Muscular Dystrophy
- Paraplegia
- Parkinson's Disease
- Pulmonary Arterial Hypertension (Primary) #
- Quadriplegia
- Surgery to Aorta #
- Terminal Illness
- Viral Encephalitis

Full medical definitions are set on pages 17 to 21.

#### How a Trauma claim is paid

Trauma Insurance is available as:

- an optional extra with Life Insurance, or
- a stand-alone insurance.

Where Trauma Insurance is taken with Life Insurance, any claim paid will reduce the remaining Life Insurance cover amount (and TPD Insurance cover amount if also taken) by the amount of the Trauma Benefit paid.

For stand-alone Trauma Insurance, any claim paid will have no impact on any other insurance cover you hold with NobleOak.

In either case, apart from angioplasty as described on page 9, once a Trauma Benefit is paid, the Trauma Insurance cover ceases.

#### **Financial Advice Benefit**

We understand that you may need some professional advice to ensure that the proceeds of a Trauma claim payment are managed appropriately. That is why we will reimburse the cost of engaging a qualified financial adviser, up to \$5,000, to prepare a financial plan if we pay a Trauma benefit in excess of \$200,000.

#### **Premium Freeze Benefit**

You can fix the cost of your cover at any time by writing to us with a request to freeze the premium amount. This means that:

- Your future premiums will be fixed at the amount you were paying on the date of notification; and
- Each year your cover amount will be adjusted to the amount of cover that can be purchased for the frozen premium.

You can write to us at any time to end the Premium Freeze Benefit and the premium freeze will end on the next anniversary of your cover.

#### Indexation

To help protect you against inflation, your cover amount will automatically be increased at each policy anniversary using the Consumer Price Index. Your premium will be adjusted accordingly. See page 24 for details.

#### **Funeral Benefit**

For stand-alone Trauma Insurance, we will pay a benefit of \$5,000 if the Life Insured dies and no other benefits are payable under stand-alone Trauma Insurance. Payment will be made upon evidence of age receipt of the death certificate.

#### **Exclusions**

A benefit will not be payable for Trauma Insurance where:

- You have selected stand-alone Trauma Insurance, and the Life Insured does not survive for a period of at least fourteen (14) days after the Trauma Event without the aid of an artificial life support system.
- A Trauma Event marked with a '#' is first diagnosed or occurs within 90 days of:
  - the Trauma Insurance start date
  - reinstatement of your Trauma Insurance, or
  - an increase in your Trauma Insurance cover amount (but only to the extent of that increase).
- A Trauma Event is caused or contributed to by intentional self-inflicted injury or intended suicide by the Life Insured whether sane or insane within 13 months following the commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase).
- Benefits will be subject to any exclusion, which is specific to you and noted in any Special Acceptance Terms agreed with you at the time of application.





### Income Protection Insurance

Choose cover of up to 75% of your income (max \$30,000 per month) in case you can't work due to sickness or injury, helping you support yourself, your family and cover essential living expenses.

#### **Total Disablement Benefit**

If you become Totally Disabled, you will receive Monthly Benefits to replace lost income. These payments:

- commence after the selected waiting period has expired, and
- continue for the duration of your Total Disablement, to a maximum of the Benefit Period

Your payments are calculated on a daily basis and payable monthly in arrears, so your first payment will generally occur about one month after the end of your waiting period.

Totally Disabled / Total Disablement means due to Sickness or Injury occurring while covered for Income Protection Insurance, you are:

- unable to perform one or more duties of your occupation that is important or essential in producing income, and
- not working (whether paid or unpaid), and
- following the advice of a Medical Practitioner.

If you have been on maternity leave or on paternity leave for 12 months or longer prior to the injury or sickness, the first point above is replaced by:

 unable to perform any occupation for which you are reasonably suited by education, training or experience.

#### What you need to choose when you apply

#### 1. Your Monthly Benefit

You can choose a Monthly Benefit from \$1,000 per month up to a maximum of 75% of your Monthly Income, to an overall maximum of \$30,000 per month.

See page 24 for the definition of Income. You may add up to 10% to allow for superannuation contributions that would have continued had you not been on claim. The amount you receive will be the Monthly Benefit, less any Claim Offsets, to a maximum of 75% of your Pre-disability

Income (plus up to an additional 10% for superannuation contributions if applicable). See page 23 for how Claim Offsets work.

Please note that if immediately prior to Total Disablement you have been either:

- unemployed for 12 months or more; or
- on maternity/paternity leave for 24 months or more (and not in receipt of an Income)

your Pre-disability Income will be nil and no benefit will be payable in the event of a claim.

#### 2. Your Waiting Period

You can choose a waiting period of either 30 days or 90 days. The waiting period begins on the first day off work due to the illness or sickness, as long as it is not more than 7 days before a medical practitioner examines you and certifies you as being Totally Disabled. No benefits are payable during the waiting period.

#### 3. Your Benefit Period

You can choose a Benefit Period of 2 years or to age 65. The Benefit Period begins once the Waiting Period has ended, and continues for this period whilst you are Totally Disabled (or subsequently Partially Disabled) or upon the earlier of reaching age 65 or death.

#### **Partial Disablement Benefit**

Income Protection Insurance may also pay a reduced benefit if you return to work in a reduced capacity.

The Partial Disablement Benefit becomes payable providing you have been Totally Disabled for at least 14 days, and remain Totally Disabled or Partially Disabled beyond the expiry of the waiting period.

Partially Disabled / Partial Disablement means due to your Sickness or Injury:

- you are only capable of performing some duties of your occupation
- your monthly Income is less than your Predisablement Income, and
- you are following the advice of a Medical Practitioner.

The partial benefit you receive will be reduced in proportion to the loss of Income sustained, calculated on a daily basis, using the formula:

Where:

A = Your Pre-disability Income.

**B** = Your Income for that month. If your Income is 25% or less than your Pre-disability Income during the first 3 months after the waiting period, we will pay the full Total Disablement Benefit for the relevant period. If you receive no Income beyond those 3 months while still Partially Disabled, we will determine a reasonable Income under the circumstances based on the calculation above.

The amount you receive may be reduced by Claim Offsets, to ensure the total benefits being received don't exceed your Income. See page 23 for how Claim Offsets work.

#### Indexation

To help protect you against inflation, your cover amount will automatically be increased at each policy anniversary using the Consumer Price Index. Your premium will be adjusted accordingly. See page 24 for details.

#### **Exclusions**

Benefits will not be payable by us if your Sickness or Injury is caused or contributed by:

Benefits will be subject to any exclusion, which is specific to you and noted in any Special Acceptance Terms agreed with you at time of application.

- normal and uncomplicated pregnancy, childbirth or miscarriage,
- the result of addiction to intoxicating liquor or drugs,
- intentional self-injury or attempted suicide while sane or insane within the first 13 months following the commencement, reinstatement or increase of the insurance cover,
- your voluntary participation in a criminal act.

## Other features of Income Protection

#### **Waiver of premium**

If you are receiving Monthly Benefits, we will waive the premium for the period the claim payments relate to.

#### **Recurring Disablement Benefit**

If you return to work for less than 6 months after receiving your most recent Total Disablement or Partial Disablement benefit, and suffer a recurrence from the same or related cause, the claim will be treated as a continuation of the original claim. No waiting period will apply for this benefit.

#### Specific Sicknesses and Injuries Benefit

If you suffer a Specific Sickness or Injury as defined by the medical conditions set out on pages 17 to 20 we will pay upfront the following number of Monthly Benefits:

- 6 months, when the selected waiting period is 30 days, or
- 3 months, when the selected waiting period is 90 days.

This benefit is paid regardless of whether or not you are Totally Disabled, and regardless of whether or not you can return to work.

If you suffer more than one Specific Sickness or Injury at the same time, we will only pay once, and no other additional payments will be paid, including the Nursing Care Benefit. This benefit is not available during the first 90 days of commencing or reinstating cover.



Never forget family, or doing things just for your heart.

~ Maggie Beer





#### Other features of Income Protection (continued)

#### **Death Benefit**

If you die while receiving a Total or Partial Disablement Benefit, your estate will be entitled to a lump sum benefit equal to 3 months of Total Disablement Benefits.

#### **Rehabilitation Expenses Benefit**

If you are receiving claim payments from us and your Medical Practitioner recommends, we may approve the following expenses to be paid:

- For any Total Disability claim, Partial Disability claim or claim under Specific Sicknesses or Injuries, we will pay up to an additional 50% of the Monthly Benefit for up to 12 months for your participation in a rehabilitation program.
- For any Total Disability claim, we will reimburse up to 12 times the Monthly Benefit for costs incurred for special equipment to help you reenter the workforce.
- For any Total Disability claim, we will reimburse up to 3 times the Monthly Benefit for costs incurred for modifications to your workplace to allow return to gainful employment.

#### **Nursing Care Benefit**

If you are Totally Disabled and confined to bed, and a Medical Practitioner certifies in writing that you need the full-time care of a registered nurse for more than 3 consecutive days during the Waiting Period, you will be eligible for the Nursing Care Benefit.

We will pay you a daily proportion, monthly in arrears, of your Total Disablement Benefit while this nursing care continues, up to the end of the Waiting Period, for each day after the first 3 consecutive days.

The registered nurse must be independent from you (e.g. not a relative, a business partner, employee or employer).

#### **Claim Payment Benefit Increases**

After receiving a benefit for Total or Partial Disablement for 12 consecutive months, your Monthly Benefit will automatically increase each year by 5%, or the increase in the Consumer Price Index (CPI), whichever is less.

Your benefit will again increase after each subsequent 12 months by the same method, as long as payments have continued to be made to you (without cessation) due to your Total or Partial Disablement.

When payments cease, the benefit will revert to the Monthly Benefit shown on your Benefit Notice at the time of Total or Partial Disablement.

#### **Spouse Benefit**

If your spouse (i.e. your legal husband or wife or the person living with you as your spouse on a domestic basis in good faith) has to stop working because of your Total Disablement, we will pay, monthly in arrears, the lessor of the amount your spouse would have earned per month had he or she kept working, or a monthly benefit of \$2,000, for up to 6 months.

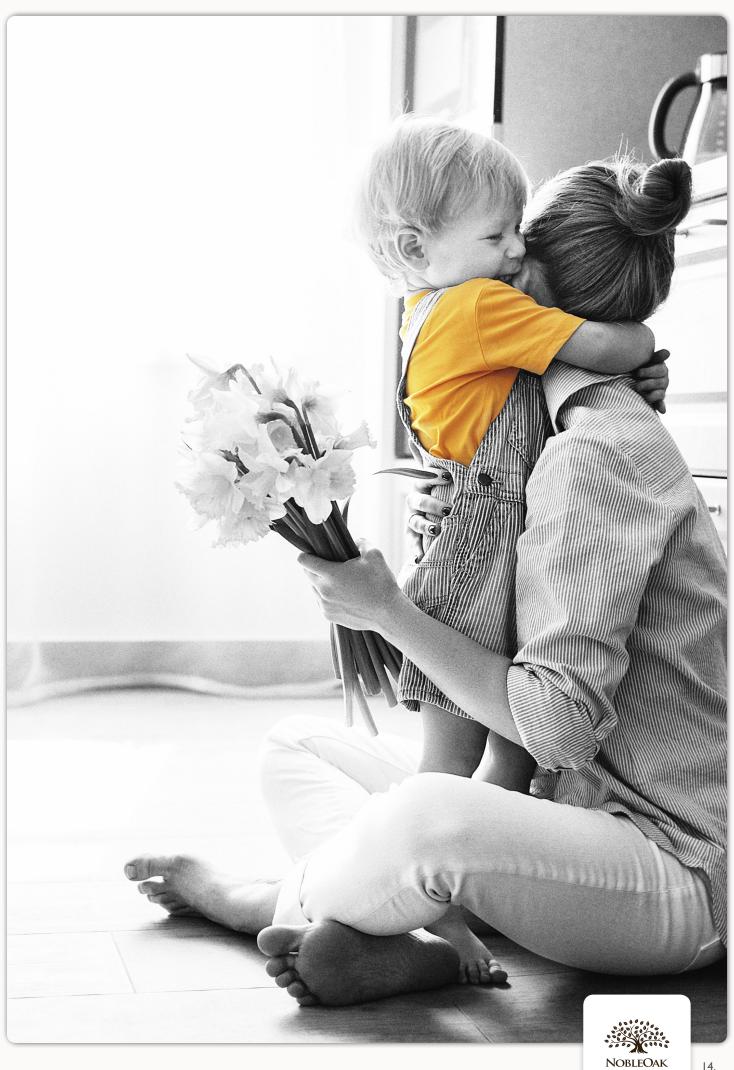
The Spouse Benefit is subject to the following conditions:

- We must have been paying the Total Disablement Benefit to you for more than 90 days
- Your spouse must have been earning income from a full-time or permanent part-time occupation, and
- Your spouse must not have been your employee, or an employee of an entity which you own or owned.

#### **Premium Pause**

If you become unemployed or need to take extended leave from employment because of full time study, maternity/paternity leave or compassionate leave, then you can write to us and ask us to pause your premiums for up to twelve months.

The premium pause is available once your cover has been in place for more than 2 years. We will not pay for any sickness or injury, which occurs during the premium pause or within 90 days of restarting your premium payments.



## Business Expenses Insurance

If you are self-employed you can choose cover of up to \$25,000 per month in case you can't work due to sickness or injury, helping you cover the fixed running costs of your business.

#### **Total Disablement Benefit**

If you become Totally Disabled, you will receive a Monthly Benefit to help cover your share of the ongoing business expenses while you're not working.

The Monthly Benefit payments commence after the Waiting Period has expired and continue for the duration of your Total Disablement to a maximum of the Benefit Period.

Your payments are calculated on a daily basis and payable monthly in arrears, so your first payment will generally occur 2 months after your Sickness or Injury commenced.

Business Expenses insurance provides a:

- Waiting Period of 30 days, and
- Benefit Period of 12 months.

Totally Disabled / Total Disablement means due to Sickness or Injury occurring while covered for Business Expenses insurance, you are:

- unable to perform one or more duties of your occupation that is important or essential in producing your Business Income
- not working (whether paid or unpaid), and
- following the advice of a Medical Practitioner.

You select your Monthly Benefit at time of application, up to a maximum of \$25,000 per month. In determining the maximum Monthly Benefit that will be accepted, we will consider the benefits payable under any other Income Protection or Business Expenses Insurance policy (in force or proposed) in your name.

If you do not disclose any such benefits when you apply for My Protection Plan, we may reduce the amount of the claim amount otherwise payable if a claim occurs. The amount you receive will be the lesser of:

- the Monthly Benefit, and
- one twelfth (1/12) of the Allowable Business Expenses actually incurred in the 12 months immediately preceding the Total Disability, reduced by any Business Expense Claim Offsets.

See pages 22 and 23 for the definitions of Business Income, Allowable Business Expenses and Claim Offsets.

#### Partial Disablement Benefit

Business Expense Insurance can also pay a reduced benefit if you return to work in a reduced capacity.

The Partial Disablement Benefit becomes payable providing you have been Totally Disabled for at least 14 days, and remain Totally Disabled or Partially Disabled beyond the expiry of the Waiting Period. Partially Disabled / Partial Disablement means that due to your Sickness or Injury:

- you are unable to perform one or more duties of your usual occupation, and
- your monthly Business Income is less than your Pre-disablement Business Income, and
- you are following the advice of a Medical Practitioner.

The benefit payable will be proportionate to the loss of Business Income sustained. The benefit will be paid on a daily basis and paid monthly in arrears. This amount will be the lesser of:

- the Monthly Benefit, and
- 1/12 of the Allowable Business Expenses actually incurred by you in the operation of your profession, business or occupation during the 12 months immediately preceding your Total Disability and which continue during that Partial Disablement, reduced by:
- any amounts that are reimbursed or received from elsewhere in respect of your disablement
- your share of the gross Business Income of the business for that period, and
- any Business Expense Claim Offsets.

We will determine your share of the Allowable Business Expenses actually incurred, or share of gross Business Income, in line with the usual manner of apportioning profits and/or losses of the business between yours and any co-owners of the business.

When you are Partially Disabled and not working, we will determine the gross Business Income for you. We will consider the opinion of your Medical Practitioner and any Medical Practitioners we have nominated.

#### **Exclusions**

Benefits will not be payable by us if your Sickness or Injury is caused or contributed by:

Benefits will be subject to any exclusion, which is specific to you and noted in any Special Acceptance Terms agreed with you at the time of application

- normal and uncomplicated pregnancy, childbirth or miscarriage
- the result of addiction to intoxicating liquor or drugs
- intentional self-injury or attempted suicide while sane or insane within the first 13 months of cover or reinstatement or any increase, but only to the extent of that increase, or
- your voluntary participation in a criminal act.

#### **Extended Benefit Period**

If you remain Totally Disabled at the end of the Benefit Period, and the total benefit paid is less than 12 times the insured Monthly Benefit, we will continue to pay the benefit until the earliest of:

- a total payment equivalent to 12 times the Insured Monthly Benefit has been paid
- a further 12 months have expired, and
- you cease to be Totally Disabled.

#### Waiver of premium

If you are receiving a Monthly Benefit, we will waive the premiums for the period the claim payments relate to.



## Medical definitions

(Trauma Insurance, Specific Sicknesses and Injuries)

## The definitions for Cancer, Heart Attack and Stroke meet the FSC life insurance industry standards

#### **Accidental HIV Infection**

Accidental HIV Infection means infection with the human immunodeficiency virus (HIV) acquired by accident or violence during the course of the Life Insured's normal occupation or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within 6 months of the accident. HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under this cover.

Any accident giving rise to a potential claim must be reported to us within 30 days and be supported by a negative HIV Antibody Test taken within 7 days after the accident. We must be given access to test independently all blood samples used if we so require and we retain the right to take further independent blood tests or other medically-accepted HIV tests.

### Alzheimer's Disease / Irreversible Organic Disorder

Alzheimer's Disease / Irreversible Organic Disorder means deterioration or loss of intellectual capacity, or abnormal behaviour as evidenced by the clinical state and accepted standardised questionnaires or tests, arising from Alzheimer's disease or an irreversible organic degenerative brain disorder (excluding neurosis, psychiatric illness and any drug or alcohol-related organic disorder) resulting in significant reduction in mental and social functioning and requiring the continuous supervision of the Life Insured. The diagnosis must be clinically confirmed by an appropriate consultant and be supported by our Chief Medical Officer.

#### **Aplastic Anaemia**

Aplastic Anaemia means chronic persistent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment over a period of at least 2 months by at least one of the following:

- Blood product transfusion
- Marrow stimulating agents
- Immunosuppressive agents, or
- Bone marrow transplantation.

#### **Bacterial Meningitis**

Bacterial Meningitis means diagnosis of bacterial meningitis that produces neurological deficit causing permanent and significant functional impairment. Diagnosis must be confirmed by a consultant neurologist. Bacterial Meningitis in the presence of HIV infection is excluded. All other forms of meningitis, including viral meningitis, are excluded.

#### **Blindness**

Blindness means total irreversible loss of sight in both eyes, as certified by an ophthalmologist and as a result of disease or accident. Loss of sight means that the eyesight is reduced to or less than 6/60 visual acuity in both eyes, or the degree of visual field is less than or equal to 20 degrees of arc.

#### Cancer

Excluding specified early stage cancers, Cancer means any malignant tumour diagnosed with histological confirmation and characterised by:

- a) the uncontrolled growth of malignant cells and
- b) invasion and destruction of normal tissue beyond the basement membrane.
   The term malignant tumour includes leukaemia, sarcoma and lymphoma.

#### The following are not covered:

- All tumours which are histologically classified as any of the following: a) pre-malignant; b) noninvasive; c) high-grade dysplasia; d) borderline or low malignant potential.
- Carcinoma in situ except carcinoma in situ of the breast where a total mastectomy with full removal of the breast has been undertaken and was considered by treating doctors to be the appropriate and necessary treatment.
- All cancers of the prostate unless: a) histologically classified as having a Gleason

score of 7 or above; or b) having progressed to at least clinical stage T2bN0M0 on the TNM clinical staging system; or c) where a total prostatectomy has been undertaken where the procedure was specifically to arrest the spread of malignancy and was considered by treating doctors to be the appropriate and necessary treatment.

- All cancers of the thyroid unless: a) having progressed to at least TNM classification T2N0M0; or b) where a total thyroidectomy has been undertaken and was considered by treating doctors to be the appropriate and necessary treatment.
- All cancers of the bladder unless having progressed to at least TNM classification T1N0M0.
- Cutaneous lymphoma confined to the skin.
- Chronic lymphocytic leukaemia unless having progressed to at least Rai stage I.
- All non-melanoma skin cancers unless having spread to the bone, lymph node, or an other distant organ.
- All melanoma skin cancers unless having progressed to at least TNM classification T2bN0M0.

#### Cardiomyopathy

Cardiomyopathy means a condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment (i.e. Class 3 on the New York Heart Association classification of cardiac impairment).

#### **Chronic Liver Disease**

Chronic Liver Disease means end stage liver failure, together with permanent jaundice, ascites, and hepatic encephalopathy. Such disease directly related to alcohol or drug abuse is excluded.

#### **Chronic Lung Disease**

Chronic Lung Disease means end stage respiratory failure requiring extensive, permanent and continuous oxygen therapy as well as an FEV1 test result of less than one litre.

#### Coma

Coma means total failure of cerebral function characterised by total unarousable, unresponsiveness to external stimuli, persisting continually with the use of a life support system for a period of at least 96 hours. It must result in significant permanent loss of cerebral function as determined by a recognised consulting neurologist acceptable to us.

For the purposes of this definition, "significant" shall mean at least 25% loss of function, and "function" shall include cognitive and physical function.

Excluded from this definition is Coma resulting from alcohol or drug abuse.

#### **Coronary Artery Angioplasty**

Coronary Artery Angioplasty means the actual undergoing for the first time of either:

- balloon angioplasty, or
- insertion of a stent

to one or more coronary arteries. The procedure must be considered necessary by a cardiologist to correct or treat coronary artery disease. Intra-arterial investigative procedures, "keyhole" and laser procedures are not included.

#### **Coronary Artery By-pass Surgery**

Coronary Artery By-pass Surgery means the actual undergoing of by-pass surgery, including saphenous vein or internal mammary graft(s), for the treatment of coronary artery disease. The operation must be:

- open-chest for the treatment of two or more coronary arteries
- angioplasty contra-indicated, and must be considered medically necessary by a consultant cardiologist.

#### **Dementia**

Dementia means clinical confirmation of dementia due to failing brain functions, resulting in the need for continual assistance in the activities of daily living, as confirmed by a consultant neurologist, psychogeriatrician, psychiatrist or geriatrician. Dementia directly related to alcohol or drug abuse is specifically excluded.

#### **Diplegia**

Diplegia means the total and permanent loss of function of both sides of the body due to spinal cord injury or disease, or brain injury or disease.



#### **Heart Attack (Myocardial Infarction)**

With evidence of severe heart muscle damage Heart attack means the death of a portion of the heart muscle as a result of inadequate blood supply, where the diagnosis is supported by the detection of a rise and/or fall of cardiac biomarker values with at least one value above the 99th percentile upper reference limit (URL) and with at least three of the following:

- a) Symptoms of ischaemia.
- b) New significant ST-segment–T wave (ST–T) ECG changes or new left bundle branch block (LBBB).
- c) Development of new pathological Q waves in the ECG.
- d) Imaging evidence of new regional wall motion abnormality present at least six weeks after the event.

If the tests specified in a) to d) above are inconclusive or unable to be met, then the definition will be met if at least three months after the event the insured's left ventricular ejection fraction is less than 50 per cent.

#### The following are not covered:

- A rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease.
- Other acute coronary syndromes including but not limited to angina pectoris.

#### **Heart Valve Replacement**

Heart Valve Replacement means the actual undergoing of open-heart surgery to replace cardiac valves as a consequence of heart valve defects occurring after the commencement date (or last reinstatement date) of the cover. Valvotomy is specifically excluded.

#### Hemiplegia

Hemiplegia means the total and permanent loss of function of one side of the body due to spinal cord injury or disease, or brain injury or disease.

#### **Kidney Failure**

Kidney Failure means end stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation is carried out.

#### Leukaemia

Leukaemia means the diagnosis of the Life Insured with leukaemia other than chronic lymphocytic Leukaemia BINET stages A and B or Rai stages 0, I and II.

#### **Loss of Hearing**

Loss of Hearing means the complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Sickness or Injury, as certified by an appropriate medical specialist.

#### **Loss of Independence**

Loss of Independence means a condition as a result of a Sickness or Injury, whereby the Life Insured is totally and irreversibly unable to perform at least three (3) of the five (5) Activities of Daily Living or suffers a Cognitive Impairment (see "Other definitions" section below).

#### Loss of Limbs and/or Sight

Loss of Limbs and/or Sight means the total and irrecoverable loss of any of the following:

- The use of both hands
- The use of both feet
- The use of one hand and one foot
- The use of one hand and the sight of one eye (to the extent of 6/60 or less), or
- The use of one foot and the sight of one eye (to the extent of 6/60 or less).

#### **Loss of Speech**

Loss of Speech means the complete and irrecoverable loss of the ability to speak as a result of Sickness or Injury, which must be established and the diagnosis reaffirmed after a continuous period of three months of such loss by an appropriate medical specialist. Loss of speech due to psychological causes is excluded.

#### **Major Brain Injury**

Major Brain Injury means physical head injury that results in permanent loss of at least 25% of either the brain's mental function or its physical control function.

#### **Major Burns**

Major Burns means third-degree burns (full thickness skin destruction) to at least 20% of the body surface area.

#### **Major Organ Transplant**

Major Organ Transplant means actually having undergone, as a recipient, a medically-necessary

transplant procedure involving one or more of the following organs: kidney, heart, liver, lung, bone marrow and pancreas.

#### **Motor Neurone Disease**

Motor Neurone Disease means the unequivocal diagnosis of Motor Neurone Disease by a consultant neurologist, with persistent neurological deficit resulting in at least 25% permanent impairment of physical and cognitive function.

#### **Multiple Sclerosis**

Multiple Sclerosis means unequivocal diagnosis of Multiple Sclerosis by two consulting neurologists. Diagnosis must be based on all of the following:

- Symptoms referable to tracts (white matter) involving the optic nerves, brain stem, and spinal cord, producing well-defined neurological deficits
- A multiplicity of discrete lesions, and
- A well-documented history of exacerbations and remissions of said symptoms/neurological deficits.

#### **Muscular Dystrophy**

Muscular Dystrophy means the diagnosis of Muscular Dystrophy, confirmed by a consulting neurologist, based on a combination of some or all of the following:

- Clinical presentation, including absence of sensory disturbance, abnormal cerebro-spinal fluid and mild tendon reflex reduction
- Characteristic electromyogram, and
- Clinical suspicion confirmed by muscle biopsy, and which in our opinion confirms the diagnosis of Muscular Dystrophy.

#### Other Serious Coronary Artery Disease

Other Serious Coronary Artery Disease means the narrowing of the lumen of at least 3 coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

#### **Paraplegia**

Paraplegia means the total and permanent loss of function of the lower limbs due to spinal cord injury or disease, or brain injury or disease.

#### Parkinson's Disease

Parkinson's Disease means unequivocal diagnosis of Parkinson's disease by a consultant neurologist registered in Australia where the condition:

- cannot be controlled with medication,
- shows signs of progressive impairment, and
- Activities of daily living' assessment confirms
  the inability of the Life Insured to perform
  without assistance 3 or more of the following:
  bathing, dressing, eating, toileting, transferring
  in or out of bed or a chair.

Only idiopathic Parkinson's disease is covered. Drug-induced or toxic causes of Parkinsonism are excluded.

### Pulmonary Arterial Hypertension (Primary)

Pulmonary Arterial Hypertension (Primary) means primary pulmonary hypertension with right ventricular enlargement, established by investigations including cardiac catheterisation, resulting in permanent and irreversible physical impairment to the degree of at least Class three (3) of the New York Heart Association classification of cardiac impairment.

#### Quadriplegia

Quadriplegia means the total and permanent loss of function of the lower and upper limbs due to spinal cord injury or disease, or brain injury or disease.

#### **Stroke**

Stroke – in the brain resulting in specified permanent impairment. Stroke means death of brain tissue caused by one of the following: a) Ischaemic infarction of brain tissue. b) Intracranial haemorrhage (cerebral, intraventricular or subarachnoid). The diagnosis must be supported by both of the following: a) Evidence of permanent neurological deficit with persisting symptoms confirmed by a specialist physician as a definite result of the stroke at least six weeks after the event. b) Findings on MRI, CT, or other reliable imaging evidence consistent with the diagnosis of a new stroke.

#### The following are not covered:

- Transient ischaemic attacks.
- Brain damage due to an accident, injury, infection, or non-vasculitic inflammatory disease.
- Vascular disease affecting the eye or optic nerve.
- Ischaemic disorders of the vestibular system.
- Strokes caused by or related to illicit drug use or substance abuse.
- Migraine.
- Hypoxic events.



Words within the definition that have special meaning "Permanent neurological deficit with persisting symptoms" means dysfunction in the nervous system that is present on clinical examination and expected to last throughout the insured person's life. It includes outcomes such as: numbness, hypertonicity, hemiplegia, monoplegia, hemiparesis, monoparesis, hyperaesthesia (increased sensitivity), paralysis, localised weakness, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, coma and objectively documented significant loss of cognitive function. The following do not constitute "permanent neurological deficit with persisting symptoms":

- An abnormality seen on brain or other scans without definite related clinical symptoms.
- Neurological signs occurring without symptomatic abnormality, such as brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.

#### **Surgery to Aorta**

Surgery to Aorta means the actual undergoing of surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches.

#### **Terminal Illness**

Terminal Illness means the Life Insured:

- is diagnosed as terminally ill by two Medical Practitioners, of which one of the Medical Practitioners is a specialist practising in an area related to the illness or injury suffered by the Life Insured: and
- their joint or separate diagnoses certifies that the Life Insured suffers from an illness, or has incurred an injury, that is likely to result in death of the Life Insured within a period that ends not more than 12\* months after the date of certification

\*If cover is held by a SMSF (as a Trustee Member), then a 24 month certification period applies.

#### **Viral Encephalitis**

Viral Encephalitis means the diagnosis with encephalitis due to direct viral infection of the central nervous system. The encephalitis must produce neurological deficit causing permanent and significant functional impairment certified by a consultant neurologist. Encephalitis in the presence of HIV infection is excluded.



### Other definitions

#### **Activities of Daily Living**

Activities of Daily Living means the following five (5) activities of daily living:

- Bathing means the ability to wash oneself either in the bath or shower or by sponge bath, without the standby assistance of another person. A person will be considered to be able to bathe themself even if the above tasks can only be performed by using equipment or adaptive devices.
- 2. <u>Dressing</u> means the ability to put on and take off all garments and medically-necessary braces or artificial limbs usually worn, and fasten and unfasten them, without the standby assistance of another person. A person will be considered able to dress oneself even if the above tasks can be performed only by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- 3. <u>Eating</u> means the ability to get nourishment into the body by any means once it has been prepared and made available to you without the standby assistance of another person.
- 4. <u>Toileting</u> means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing without the standby assistance of another person. A person will be considered able to toilet themselves even if the person has an ostomy, provided that the person can empty it unassisted, or use a commode, bedpan or urinal and are able to empty and clean it without the standby assistance of another person.
- 5. <u>Transferring</u> means the ability to move in and out of a chair or bed without the standby assistance of another person. A person will be considered able to transfer themself even if equipment such as canes, quad canes, walkers, crutches, grab bars or other support devices (including mechanical or motorised devices) are used.

#### **Allowable Business Expenses**

Allowable Business Expenses refers to the Life Insured's share of business expenses as listed below, and any others that have been specifically approved:

- Premises expenses: Cleaning, insurance, interest and fees on loan to finance the premises, property rates/taxes, rent, repairs and maintenance, security costs.
- Services expenses: Electricity, fixed telephone and fax lines, gas, internet service provider, mobile telephone, postage and couriers, water and sewerage.
- Equipment: Depreciation, motor vehicle leasing, insurance of vehicles and equipment, registration of vehicles, repairs and maintenance.
- Salaries and related costs: Salaries of employees who do not generate any business income, payroll tax and superannuation (SGC) contributions for these same employees.
- Other eligible expenses: Account-keeping fees, accounting and auditing fees, bank fees and charges, business insurances, professional association membership fees, regular advertising costs.

#### **Anniversary Period**

Anniversary Period means the twelve (12) month period effective from the commencement date of the Life Insurance Plan and each subsequent anniversary of the commencement date of the Life Insurance Plan.

#### **Business Expenses Claim Offsets**

In the event of a Business Expense claim, we will reduce the amount otherwise payable, by:

- your portion of the income of the business derived from trading during the period of disablement
- the income generated by an employee hired after you became Totally Disabled to perform the work normally performed by you, and
- any amount received from any other insurance policy for reimbursement of business expenses that was not disclosed to the Insurer when the present level of cover was applied for. The amount will be reduced only to the extent that the combined claim payments from the Business Expenses Insurance and other insurance could otherwise exceed 100% of the Insured Monthly Benefit.



#### **Business Income**

Business Income means the monthly income generated by the business or practice due to your personal exertion or activities, less your share of necessarily incurred business expenses, for the last twelve (12) months.

#### Claim Offsets

In the event of an Income Protection Insurance claim, we will reduce the amount of the Monthly Benefit otherwise payable by amounts received from other sources for loss of income in respect of your sickness or injury. Amounts that can be offset include:

- Payments made or receivable under sick leave, social security, worker's compensation or motor accident claim or any claim made under any similar state or federal legislation.
- Other insurance or regular payments from a superannuation/pension plan that provides income payments due to sickness or injury.
- Any payment which is in the form of a lump sum or is exchanged for a lump sum is deemed to be the monthly equivalent of 1/60 of the lump sum over a period of 60 months.
- If an Eligible Person's life insured's worker's compensation entitlement is in dispute, we will pay the Monthly Benefit determined excluding this entitlement on a conditional basis until the dispute is resolved. If you become entitled to compensation benefits, you will need to repay that part of any Monthly Benefit which would have not otherwise have been paid if not for the conditional payment.

Any lump sum Total and Permanent Disablement Benefit, Trauma Benefit or Terminal Illness Benefit will not be offset against the Monthly Benefit.

The Monthly Benefit will be reduced only to the extent that the total of the Monthly Benefit and any other payments made does not exceed 75% of your pre-disablement income.

#### **Cognitive Impairment**

Cognitive impairment means a permanent and irreversible deterioration or loss in intellectual capacity which requires another person's assistance or verbal cueing to protect himself or herself or others as measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- Short or long term memory
- Orientation as to person (such as personal identity), place (such as location) and time (such as day, date and year), and
- Deductive or abstract reasoning.

#### **Domestic Duties**

Domestic duties means the tasks performed by a Life Insured at the time of claim, where they work for less than 15 hours per week or their sole occupation is to maintain the family home. These tasks include, unassisted by another person, cleaning of the home, cooking of meals for their family, doing the family laundry, shopping for the family's groceries and taking care of dependent children (where applicable). Domestic duties do not include duties performed outside the Life Insured's home for remuneration or reward.

#### **Financial Advice Benefit**

The total amount payable under this benefit is the lesser of the actual fee paid for the financial planning advice and \$5,000. It is payable on receipt of satisfactory evidence of the financial advice received and the payment made to the financial adviser. The financial adviser must be operating under an appropriate Australian Financial Services License and NobleOak must receive evidence within 6 months of the death/terminal illness, Trauma or TPD benefit payment. The Financial Advice Benefit is only payable once in respect of the life insured.

#### **Future Increases Benefit**

You can increase your cover amount by the lesser of \$100,000 or 20% of the original cover amount without the need to provide further medical evidence if:

- an allowable event occurs, as defined in the table below
- you are less than 60 years of age when the allowable event occurs
- you notify us within 90 days of the allowable event
- your original cover was issued with a medical loading not greater than 50%

Allowable Event	Evidence Required
You marry or officially register a partnership	A copy of the Marriage Certificate or evidence of the registration of the partnership with an Australian State or Territory.
You take out or increase a mortgage on your primary place of residence	A copy of the mortgage documents.
You or your partner gives birth to a child	A copy of the Birth Certificate that shows the Life Insured and/or their spouse/partner as a parent.
You or your partner adopts a child	A copy of the Adoption Certificate that shows the Life Insured and/or their spouse/partner as an adopting parent.
Your spouse dies*	A copy of the death certificate
Your child starts secondary school	Evidence of enrolment in secondary school
You get divorced*	A copy of the relevant Family Court document evidencing divorce

Increases to the cover amount exercised under the Future Increases Benefit can only be requested once per 12-month Anniversary Period.

The total value of increases cannot exceed 100% of the original cover amount provided to you when your cover started.

\* Any Sum Insured increased under these options is subject to a 24 month exclusion period from the date of increase. No benefit will be paid in respect of the increase amount for any claim arising during this 24 month period.



#### Grief Counselling Benefit

The total amount payable under this benefit is the lesser of the actual fee paid for the grief counselling services and \$1,000. It is payable on receipt of satisfactory evidence of the counselling services received and the payment made to the service provider.

The provider of the services must be appropriately qualified and registered to provide grief counselling services. NobleOak must receive evidence within 6 months of the death/terminal illness benefit payment. The Grief Counselling Benefit is only payable once in respect of the life insured.

#### Income

Income in the case of a salaried person means the total pre-tax monthly remuneration paid by an employer, including salary, fees and fringe benefits averaged over a 12 month period. Where commission and bonuses form over 40% of the pre-tax remuneration for the relevant 12 months, we will take them into account. Where the salaried person is a professional person employed by a professional practice company, income will include all commissions and bonuses paid, in addition to salary, fees and fringe benefits and superannuation premiums made by an employer.

Income in the case of a self-employed person, a working director or partner in a partnership means the monthly income generated by the business or practice due to the person's personal exertion or activities, less his or her share of necessarily incurred business expenses averaged over a 12 month period.

#### Indexation

Cover amounts will be automatically increased at each anniversary based on the previous year's increase in the Consumer Price Index or 3%, whichever is the greater.

Indexation increases stop at age 65 for Life and TPD Insurance, and age 60 for Trauma Insurance and Income Protection Insurance. Your premium will automatically adjust to reflect the increase in cover. You may cancel these automatic increases by writing to us.

#### **Injury**

Injury means bodily injury occurring after the commencement of cover caused by accidental means independently of any other cause.

#### **Medical Practitioner**

Medical Practitioner means any Australian registered medical practitioner acceptable to us who cannot be you or a member of your family, your business partner, your employee or your employer.

#### **Pre-disability Income**

Pre-disability income means the average monthly Income (or Business Income for Business Expense Insurance) earned over the 12 months immediately prior to the Sickness or Injury.

Where a person is on maternity/paternity leave, and Total Disability occurs within 24 months of going on maternity/paternity leave, Pre-disability income means the highest average of the Income for any period of 12 consecutive months in the two years immediately prior to the life insured becoming totally disabled.

For the sake of clarity if the person's Income is nil then the person's Pre-disability income will be nil and no benefit will be payable in the event of a claim.

#### **Reinstatements**

If you cancel your cover or the cover ceases because of non-payment of premiums, you can apply to us in writing to have it reinstated. Such reinstatement will depend on our terms and conditions at the time.

#### **Sickness**

Sickness means illness or disease which manifests itself after the commencement of cover where manifests means that symptoms exist which would cause an ordinarily prudent person to seek diagnosis, care or treatment, or that medical advice or treatment has been recommended by or received from a Medical Practitioner.

#### **Survival Period**

Survival Period means a period of at least 14 days that the Life Insured must survive after a Trauma Event without the aid of an artificial life support system.

#### **Trustee Member**

Trustee Member means either the person or company that has the legal responsibility to ensure that the trust or superannuation fund is operated in accordance with the trust deed, and has been accepted as a Member of the Fund throughMy Protection Plan.

## Premiums, charges and taxes

#### **Premiums**

The premium you pay depends on:

- the amount of cover and the type of benefits selected – which increases each year with the built-in inflation protection
- your age the premium generally increases with age
- your gender
- whether or not you smoke premium rates are higher for smokers
- your occupation, and
- for Income Protection Insurance, the Waiting Period selected (the longer the Waiting Period, the lower the premium rate), and the Benefit Period selected (the longer the Benefit Period, the higher the premium rate).

During the assessment of your application, we may apply a premium loading (such as a percentage on top of the standard premium rate) having regard to your state of health, family history or pastimes at that time.

Monthly premiums can be paid by direct debit from your nominated bank account or by VISA or Mastercard. Annual premiums can be paid by cheque or direct debit.

Future premium rates are not guaranteed to remain the same as current rates. We reserve the right to change premium rates for all policies in a particular category. Our premium rates are available on request.

Please contact us for a quote or to consider alternative quotes. If required we can help you choose a level of cover that suits your budget.

See also page 29 for details of how you can manage the ongoing cost of your insurance.

#### What are the fees and charges?

All the fees and charges for the insurance cover are included in your premiums and there are no additional fees and charges payable by you.

Your premium includes the following components:

• Administration fee: The Trustee is entitled to an

administration fee of up to 10% of the premium after the deduction of Adviser's remuneration (if any).

- Distribution Partner remuneration: When you purchase your insurance product through a distribution partner, NobleOak may pay remuneration to that partner in respect of this policy.
- Frequency loading: Monthly premium payments attract a 5% loading. There is no loading if you pay your premium annually and no cancellation fee if you cancel your cover during the year. In this case we would pro-rata refund the amount of unused annual premium.

#### Stamp duty

Insurance premiums attract State stamp duty at different rates for different products. This charge is included in the premium and we will be responsible for these payments.

#### **GST**

There is no GST payable on your premiums.

#### **Taxation**

Your premiums for Life, TPD and Trauma Insurance are not generally an allowable deduction from your assessable income. Any benefits you receive from these insurances will, in most instances, be tax-free.

Your premiums for Income Protection and Business Expense Insurance are generally tax-deductible, and any benefits received from these insurances are paid gross and are tax assessable to you.

Of course, individual circumstances can be different, so we generally recommend that you seek professional taxation advice if in doubt about your situation. These tax statements are necessarily general in nature and based on the continuation of present taxation laws and their interpretation.



## Managing your cover

#### Before your cover starts

#### Your duty of disclosure

Before you enter into a contract with us, you and the life to be insured have a duty under the Benefit Fund Rules to disclose everything that you know, or could reasonably be expected to know, that is relevant to our decision whether to accept the risk and provide insurance terms. These matters must be disclosed before cover is started, increased or reinstated. However, this duty does not require you to disclose information:

- that reduces the risk to us;
- that is of common knowledge;
- that we know or ought to know in the ordinary course of our business, or
- where we have waived your duty.

Your duty to disclose relevant matters continues until we accept your cover. This same duty applies before your plan is extended, varied or reinstated.

## What happens if you don't comply with this? (Non-disclosure)

If you fail to comply with your duty of disclosure and we would not have entered into the insurance contract if you had told us, we may cancel your insurance cover within three years of entering into it. If we choose not to cancel your insurance cover, we may elect to vary your insurance cover at any time by:

- reducing your sum insured. This would be worked out using a formula that takes into account the premium that would have been paid if you had told us everything as required (for any Death Benefit under Life Insurance, we may only reduce your cover amount within three years of the commencement date of your cover)
- varying the terms of your insurance cover in a way that places us in the same position we would have been in if you had told us everything as required.

If your non-disclosure is fraudulent, we may refuse to pay a claim and cancel your insurance cover or any part of it, irrespective of the type of cover, at any time. You should be aware that a failure by the life insured to tell us a matter of the kind referred to above will be treated as a failure by the member to comply with his/her duty of disclosure.

Where any new cover issued by NobleOak
Life Limited has been granted on the basis of
replacing existing life insurance cover held with
another Life Office, that existing cover must be
cancelled immediately on the acceptance of the
new NobleOak cover. If the existing cover is not
cancelled as was indicated and a claim arises, then
the replacement cover issued by NobleOak will be
null and void as from the inception date and all
premiums paid will be refunded.

#### When does your cover start?

Your cover will start once it is accepted by NobleOak and communicated to you in writing. Until then, we may ask for more information to fully assess your application. Your duty to disclose any relevant information continues right up the point we accept your application.

When your insurance cover begins, you will be issued with an acceptance letter outlining the full details of your insurance. Please keep your letter together with this PDS for future reference.

You will also receive an annual advice from us confirming your insurance details, including your insured benefits (as indexed) and premium payable.

#### Cooling off period

Once you receive your welcome pack, you have a 30 day cooling off period to ensure your cover suits your needs. If you need to make any changes, please contact us as soon as possible. During the cooling off period, you may cancel your insurance cover and any premiums paid will be refunded in full. Otherwise, please keep your documentation in a safe place for future reference and in case of any future claims. Note that none of the insurances in this PDS have a surrender or cash value at any time.

#### **Updating your details**

To help us keep your details up-to-date please advise us of any change in your address, banking details or beneficiaries. You can do this by calling us or sending us an email.

#### Changing your insurance

You may apply at any time in writing to:

- **a.** decrease your cover this would not require you to go through any further underwriting.
- **b.** increase your cover you would be required to complete a new application and go through the full underwriting process



# Managing the ongoing cost of your cover

Life Insurance premium rates generally increase as you get older. These are known as stepped premiums with the premium rate and the amount you pay for your cover will generally increase at each plan anniversary date based on your age. NobleOak only offers stepped premium rates.

Some insurers also offer what is known as level premium rates, where the amount you pay will be based on your age at your plan commencement date. Your premiums will remain the same until the plan anniversary date usually following your 65th birthday when they will convert to stepped premiums.

Level premiums are much higher than stepped premiums at initial policy commencement so at NobleOak we only offer stepped premiums. Generally speaking, if affordability is important to you, stepped premiums allow you to purchase what you need today for less money, and will provide you with more flexibility in the future should your circumstances change.

### What options are available to manage the cost of my insurance as I get older?

A number of options can be considered to minimise the impact of future age based premium increases including;

- (i) Requesting that automatic CPI increases are switched off. This means your sum insured will no longer increase in line CPI automatically each plan anniversary date.
- (ii) Provide NobleOak with notice to activate the Premium Freeze Benefit. This means that your future premiums will be fixed at the amount you were paying on the date of notification; and each year your cover will be reduced to the amount of cover that can be purchased for the frozen premium.
- (iii) At any time you can request NobleOak to reduce your sum insured or to reduce any of the optional benefits.

#### Making a claim

In the event of a claim we will need to be notified within 14 days or as soon as practically possible. We will send you a claim form that explains the next steps required. For example, for Income Protection Insurance claims, we may require proof of income with the required medical evidence, together with the completed claim form to enable us to assess the claim and if approved, pay the benefit.

Note that we will pay for any further medical evidence that we seek to substantiate a claim. However, any expenses you incur to substantiate your claim and any travelling expenses to attend medical examinations are to be paid by you.

In some circumstances, it may be necessary for us to contact the Medical Practitioners you consulted prior to the commencement date of your cover, to verify the information disclosed when you applied for cover. In this case, we will need to obtain permissions from you or your beneficiaries to approach those parties, so the earliest we can start that process the better.

If there are material differences between the medical history and what was disclosed, NobleOak has the right to review any claim made in accordance with the Benefit Fund Rules regardless of whether those differences are related to the cause of claim. This could mean that any claim is paid, partially paid or denied altogether.

NobleOak pays all genuine claims. As long as you have fully disclosed all your information accurately when you applied, you can rest assured that any claim in the future will be paid in accordance with the terms and conditions in this PDS. All claims will be paid in Australian dollars.

#### What are the risks in taking out insurance?

You should consider any risks that might apply before making an application under this PDS. Some of the risks may include:

- The insurance you take out may not meet your needs;
- The level of cover, or the terms that apply, may not be sufficient to give you the protection you require or desire;
- You may not be able to increase cover to the desired level because of health or other issues.

#### **Invasion or War**

In the event of an invasion or an outbreak of war (whether declared or not) in which Australia is involved or the country of ordinary residence of an Eligible Person, We may notify You of an increase in the premiums payable under this Life Insurance Plan. If You have not paid the increased premiums by their due date We are not liable to pay any claims arising caused or contributed by war or invasion during the commensurate period of cover.

#### When does your cover end?

Your insurance cover will end on the earliest of: your cancellation of the cover, your non-payment of premium, or the following:

Cover type	Earliest of
Life Insurance	Death, the policy anniversary when aged 99, or upon payment of a Life Insurance claim.
TPD Insurance	Death, Total and Permanent Disability, the policy anniversary when aged 75, or upon payment of a Life Insurance or TPD Insurance claim. After turning age 65, the TPD Benefit is reduced at each anniversary by 10% (of the value at age 65), until expiry by age 75, when TPD Insurance will be extinguished. Premiums will be reduced accordingly.
Trauma Insurance	Death, the policy anniversary when aged 70, or upon payment of a Life Insurance or Trauma Insurance claim in full.
Stand-alone Trauma Insurance	Death, the policy anniversary when aged 70, or upon payment of a Trauma Insurance claim in full.
Income Protection Insurance	Death, the policy anniversary when aged 65, or your retirement from the workforce.
Business Expenses Insurance	Death, the policy anniversary when aged 65, or your retirement from the workforce.

**Non-payment of premiums** means that the premiums due for this cover have remained unpaid for at least 60 days and the cover being then cancelled by us.



## Privacy Statement

This Privacy Statement is a summary of our Privacy Policy. Please refer to our website for the full Privacy Policy if required at https://www.nobleoak.com.au/privacy-policy

We recognise the importance of protecting your personal information that is collected and used by us and we will follow privacy practices and procedures to maintain your privacy and protect your information. At all times we will safeguard your personal information and that of any lives insured under your Plan as required by the Privacy Act 1988.

#### Your consent

By applying for cover under My Protection Plan, you will be consenting to the collection, use and disclosure of your personal information in the manner set out below. If we are not provided with the required information, we will not be able to provide you with a quote for the insurance, consider your application or provide you with any insurance cover.

#### Collection of personal information

We collect your personal information that is necessary for the purposes of:

- providing premium quotes
- assessing and processing your application
- managing and administering the products and services you obtain
- assessing and processing any claims made under your insurance
- identifying you and protecting against fraud
- improving our insurance products, and
- advising you about other products or services that we may offer.

The type of personal information we may collect includes your name, date of birth, address, banking details, beneficiaries, health and employment information.

In most instances your personal information is collected directly from you when you apply for cover or request a variation in your cover. In some situations we may collect personal information from a third party, such as an alliance partner or lead provider, as

well as health or similar professionals.

To help us keep the information that we hold about you up-to-date, we ask that you advise us promptly of any changes to your name or contact details, or if you are concerned that any information that we hold about you is inaccurate, incomplete or outdated.

#### Disclosure and use of personal information

The personal information we collect from (or about you) may be disclosed by us to the following parties:

- Any doctor, hospital, clinic or other medical service in respect of whom you have provided us with a medical authority for the purpose of obtaining details about your medical history
- The reinsurer and any medical practitioners, legal advisers, claims investigators or other professionals that we may appoint to consider your application or to assess or provide assistance in determining any claim
- Any person we consider requires access to your information in order to process your application, manage or administer your plan, assess any claim or resolve any complaint
- Any person or entity to whom we outsource tasks or who do something on our behalf
- The licensed distributor of your insurance, but only necessary information
- Your legal adviser or any other representative acting on your behalf (including your financial planner or adviser or any insurance broker), or
- Any person as is required or authorised by law or where you have given consent to the disclosure.

All persons engaged to do something on our behalf (and any other person to whom we are authorised to provide your personal information) will be required to ensure our privacy requirements are met when using this information and they will only be permitted to use the information to perform the tasks which we have asked them.



#### Marketing

We may also use your information to inform you about any other products and services offered or promoted by us. In order to do this we may disclose your personal information on a confidential basis to such other licensed distributor that we may choose to do this through.

You may call or write to us at any time to let us know that you do not want to receive any further marketing communications from us.

#### **Privacy Policy**

Our Privacy Policy contains information about how you may access personal information held by us and how you can seek correction of such information. It also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

You may obtain a copy of our Privacy Policy from our website: www.nobleoak.com.au/privacy-policy

#### What if you have an enquiry or concern?

If you have a enquiry, concern or complaint about your insurance cover or about any aspect of our service please tell us about it. In the first instance it's best to talk with the person you have been dealing with at NobleOak to resolve your concern. You can contact us on 1300 041 494 or email enquiry@ nobleoak.com.au. We will get back to you within 2 business days.

If you are not satisfied with how we have handled any aspect about your insurance you can raise a concern with our Client Care Manager. Send an email to clientcare@nobleoak.com.au or by calling 1300 041 494 and asking to speak with our Client Care Manager.

Our Client Care Manager will do the following:

- listen to your concern and confirm the nature of your concern with you;
- outline the actions to be taken by us to consider or investigate your concern along with any actions required by you
- to resolve your concern;
- provide you with an agreed time frame to get back to you for each action;
- oversee the internal escalation at NobleOak to review your concern and if we find any errors or mistakes have
- been made in the handling of your matter

- then we will address these promptly; and
- check if you require any additional support in progressing your concern including a support person nominated by you to assist you.

Our Client Guide "Managing Your Concerns" outlines our process in more detail and is available at www. nobleoak.com.au/code

#### **External Dispute Resolution Service**

If we can't deal with your complaint to your satisfaction, you may then refer the matter to the Australian Financial Complaints Authority (AFCA).

The External Dispute Resolution Service is an independent body whose role is to help financial industry customers resolve complaints which they have been unable to resolve with the financial institution they are dealing with. If you are not satisfied that a complaint has been handled to your satisfaction, and the circumstances fall within the jurisdiction of AFCA, you may lodge it with the AFCA:

GPO Box 3 MELBOURNE VIC 3001 Toll Free Number: 1800 931 678

Fax: (03) 9613 6399 Email: info@afca.org.au

Please note you must have attempted to resolve your complaint with NobleOak before approaching the External Dispute Resolution Service.

### Interim Accidental Cover

Interim Accidental Cover is provided to you while your application is under assessment. Subject to the eligibility and terms below, these benefits are provided at no extra cost to you.

#### **Eligibility**

Interim Accidental Cover is provided to applicants of My Protection Plan, where the life to be insured meets the product's eligibility requirements (see page 2), and either:

- the application form has been completed and signed by the life to be insured and received by NobleOak, or
- the application has been fully taken over the phone in respect of the life to be insured by NobleOak representatives.

Note that the application may be for a new benefit or an increase to an existing benefit. If the application is for an increase, then the cover described here only applies to that increased amount.

Accident means a bodily injury caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

#### When cover starts

Interim Accidental Cover starts the date we receive the fully completed application in respect of the relevant eligible life to be insured.

#### When cover ends

Interim Accidental Cover ends on the earliest of:

- 90 days after the date we receive the completed application in respect of the life to be insured
- the date we decline or defer the application in respect of the eligible life to be insured
- the date the applicant withdraws the application
- 14 days after we send any request to you for further information regarding the application, if not answered by that time

- the date we approve the application
- the date we pay a claim or admit a claim for any Interim Accidental Benefits
- the date My Protection Plan would otherwise terminate for that eligible life to be insured.

#### Interim Accidental Death Benefit

If the application for the eligible life to be insured is for Life Insurance, and the life to be insured dies as a result of an Accident between the application date and termination of the Interim Accidental Cover, we will pay the cover amount applied for up to a maximum of \$1 million.

#### Interim Accidental Disablement Benefit

If the application for the eligible life to be insured is for Total and Permanent Disablement Insurance, and the life to be insured first becomes Accidentally Disabled between the application date and termination of the Interim Accidental Cover, we will pay the cover amount applied for up to a maximum of \$500,000.

The cover amount of the eligible life to be insured for the purposes of the full Total and Permanent Disablement Insurance applied for will be reduced by the amount of any Interim Accidental Disablement Benefit paid.

Only one Interim Accidental disablement benefit will be paid in respect of an eligible life to be insured. Our refusal of any claim for payment of Interim Accidental Disablement Benefits will not affect any subsequent Total and Permanent Disablement Benefit claim.

Accidentally Disabled means in our opinion that as a result of an Accident, the life to be insured suffers any one or more of the following: Quadriplegia, Major Brain Injury, or the total and irreversible inability to perform at least four (4) Activities of Daily Living.



#### Interim Accidental Trauma Benefit

If the application for the eligible life to be insured is for Trauma Insurance, and the life to be insured first suffers an Accidental Trauma between the application date and termination of the Interim Accidental Cover, we will pay the cover amount applied for up to a maximum of \$500,000.

The cover amount of the eligible life to be insured for the purposes of the full Trauma Insurance applied for will be reduced by the amount of any Interim Accidental Trauma Benefit paid.

Only one Interim Accidental Trauma Benefit will be paid in respect of an eligible life to be insured. Our refusal of any claim for payment of Interim Accidental Trauma Benefits will not affect any subsequent Trauma Benefit claim.

Accidental Trauma means in our opinion that as a result of an Accident, the life to be insured suffers any one or more of the following: Blindness, Coma, Diplegia, Hemiplegia, Major Brain Injury, Major Burns, Paraplegia, Quadriplegia, or Loss of Independence.

#### **Interim Accidental Disability Cover**

If the application for the eligible life to be insured is for Income Protection Insurance, and the life to be insured first suffers and continues to suffer Total Disablement as a result of an Accident between the application date and termination of the Interim Accidental Cover, we will pay the monthly cover amount applied for up to 24 months to a maximum of \$200,000.

Our refusal of any claim for payment of Interim Accidental Disablement Benefits will not affect any subsequent Total Disablement Benefit claim.

#### NobleOak Life Limited

ABN 85 087 648 708
Australian Financial Services Licence No. 247302
Level 7, 66 Clarence Street Sydney NSW
Phone 1300 551 044

## Direct Debit Request Service Agreement

#### **Definitions**

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited. Agreement means this Direct Debit Request Service Agreement between you and us.

Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia. Debit Day means the day that payment by you to us is due. Debit payment means a particular transaction where a debit is made. Direct Debit request means the Direct Debit Request between us and you. Us or we means NobleOak Services Limited (the Debit User) you have authorised by signing a direct debit request.

You means the customer who signed the direct debit request. Your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

#### 1. Debiting your account

- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

#### 2. Changes by us

2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

#### 3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on the Client Service Line on 1300 551 044.

- 3. 2 If you wish to stop or defer a debit payment, you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us seven (7) days' notice in writing before the next debit day. This notice should be given to us in the first instance.

#### 4. Your obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment: you may be charged a fee and/or interest by your financial institution; you may also incur fees or charges imposed or incurred by us; and you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If NobleOak Services Limited is liable to pay goods and services tax (GST) on a supply made in connection with this agreement, then you agree to pay NobleOak Services Limited on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

#### 5. Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on the Client Service Line on 1300 551 044 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you inwriting of the amount by which your account has been adjusted.

- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

#### 6. Accounts

#### You should check:

with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions:

your account details which you have provided to us are correct by checking them against a recent account statement; and with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

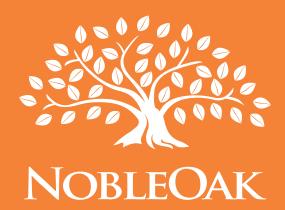
#### 7. Confidentiality

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you: to the extent specifically required by law; or

for the purposes of this agreement (including disclosing information in connection with any query or claim).

#### 8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to NobleOak Services Limited, GPO Box 4793, SYDNEY NSW 2001.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.



The smarter way to insure your life

#### **CONTACT US AT NOBLEOAK**

Quotes & Applications: 1300 041 494 All other enquiries: 1300 551 044 By mail: NobleOak, Freepost, GPO Box 4793 SYDNEY NSW 2001 (no stamp required) By email: enquiry@nobleoak.com.au