

# ANZ Mortgage Protection

PRODUCT DISCLOSURE STATEMENT AND POLICY DOCUMENT | 28 FEBRUARY 2011



## Important information

This Product Disclosure Statement and Policy (PDS) provides you with information about this Consumer Credit Insurance product called ANZ Mortgage Protection. It sets out the covered events, benefits, risks and exclusions of this product and provides information about the costs of the product.

It is important to note that the information in this PDS is of a general nature and does not take into account your personal objectives, financial situation or needs. You should therefore read this PDS carefully before applying for ANZ Mortgage Protection to decide whether this product is right for you.

Find out what is covered and what is not covered and be aware that:

- it is not compulsory to purchase this product, and
- the approval of the ANZ loan application is not contingent upon purchasing this product.

### Risks of purchasing ANZ Mortgage Protection

- This insurance cover applies only to the nominated ANZ loan account specified in the Policy Schedule and is limited to a 60 month (5 year) policy period.
- A claim may not be paid under a policy if a benefit limitation or exclusion applies.
- **Pre-existing condition:** we may not pay a claim for the Life Benefit or the Disability Benefit which arises from any sickness, accident or condition that:
  - is the subject of a medical consultation during the twelve months immediately before the policy commencement date, and
  - leads directly or indirectly to death or disablement after the policy commencement date.
- If you have another mortgage protection policy with us, the maximum aggregate Life Benefit you are entitled to across all mortgage protection policies is \$750,000.
- There is no cover for the Disability Benefit or the Involuntary Unemployment Benefit if you are employed in a permanent part time, casual, contract or temporary capacity for less than 20 hours per week, or if you are self employed for less than 20 hours per week.

In this PDS “you” or “your” means a person who is an insured under an ANZ Mortgage Protection policy. The meanings of other important words and terms used in this PDS are listed at the end of this document.

### Who are the insurers?

Your contract of insurance and this PDS is issued by:

- **OnePath Life Limited** (OnePath Life) ABN 33 009 657 176, AFSL 238341 for the Life Benefit.

OnePath Life is a wholly owned subsidiary of Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. ANZ is an authorised deposit taking institution (Bank) under the *Banking Act 1959 (Cth)*. OnePath Life is a co-issuer of this PDS but it is not a Bank. Except as set out in this PDS and contract terms, this product is not a deposit or other liability of ANZ or its related group companies. None of them stands behind or guarantees OnePath Life

- **QBE Insurance (Australia) Limited** (QBE) ABN 78 003 191 035, AFSL 239545 for the Disability Benefit and the Involuntary Unemployment Benefit.

QBE is a member of the QBE Insurance Group. QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886 and continues to provide industry leading insurance solutions that are focused on the needs of intermediaries and their clients. QBE is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

Each insurer:

- provides general financial product advice only for the insurance cover that it is the insurer of, and
- takes full responsibility for the whole of this PDS.

QBE administer all policy related matters.

The Life Benefit is paid from OnePath Life Statutory Fund No 1. No policyholder has any right to participate in the profits of OnePath Life or in the surplus of any OnePath Life Statutory Fund.

This product does not have any savings, investment, cash or surrender value.

All premiums paid will be used to meet the cost of this insurance (including the cost of issue and administration).

### What documents make up the policy?

Where we agree to provide cover, we enter into a contract with the policyholder(s) which comprises:

1. this PDS and any Supplementary Product Disclosure Statement (SPDS) we may subsequently provide;
2. the Policy Schedule specifying the ANZ loan account for which cover is provided, and
3. any endorsements or any other notice we give in writing.

These documents should be kept in a safe place.

# Introducing ANZ Mortgage Protection insurance

## What is ANZ Mortgage Protection?

ANZ Mortgage Protection is a Consumer Credit Insurance (CCI) product designed to pay out the ANZ loan in the event of death, or to meet the ANZ loan repayments in the event of disability or involuntary unemployment.

Cover options are:

- Life Benefit cover only;
- Disability Benefit cover and Involuntary Unemployment Benefit cover, or
- Life Benefit cover, Disability Benefit cover and Involuntary Unemployment Benefit cover.

## Eligibility to apply

To be eligible to apply for ANZ Mortgage Protection, each prospective insured must:

- be a party to an ANZ loan contract which does not exceed \$750,000;
- be aged between 18-59 years;
- be an Australian or New Zealand citizen, or the holder of an Australian Permanent Residency Visa;
- have no more than \$750,000 in aggregate life benefits across all mortgage protection policies held with us;
- be currently residing in, and receive this PDS, in Australia; and
- meet the minimum employment requirements if applying for Disability Benefit cover and Involuntary Unemployment Benefit cover.

## How to apply

To apply, please:

- phone 13 33 33, or
- visit any ANZ branch.

## Duty of Disclosure

Before you enter into a policy of insurance with an insurer, you have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a policy of insurance.

Your duty however does not require disclosure of matter:

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

## Non-disclosure - Life Benefit cover

If you fail to comply with your duty of disclosure and the insurer would not have entered into the policy on any terms if the failure had not occurred, the insurer may avoid the policy within 3 years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the policy at any time. An insurer who is entitled to avoid a policy of life insurance may, within 3 years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

## Non-disclosure - Disability Benefit cover and Involuntary Benefit cover

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the policy in respect of a claim or may cancel the policy. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the policy from its beginning.

## Interim Accidental Death Benefit cover

Interim Accidental Death Benefit cover is given for the accidental death of a prospective insured as a result of an accident that occurs after the Policy Application Date.

This cover is available only if Life Benefit cover is applied for in the application for ANZ Mortgage Protection for that prospective insured. The amount of Interim Accidental Death Benefit cover for the prospective insured equals the amount of Life Benefit cover being applied for. No premium is charged for Interim Accidental Death Benefit cover.

Interim Accidental Death Benefit cover starts on the Policy Application Date and ends:

- 60 days after the Policy Application Date;
- on the claim event date for the Interim Accidental Death Benefit, or
- on the Policy Commencement Date,

whichever is the earliest.

Interim Accidental Death Benefit cover is subject to the following exclusions:

- war (whether declared or not), hostilities, civil commotion or insurrection;
- acts of terrorism;
- suicide;
- disturbance to mind or faculty through the use of alcohol and/or drugs (unless taken as prescribed by a medical practitioner);
- engaging in professional racing of any kind except foot racing, or
- flying or taking part in aerial activity except as a fare paying passenger in a motor propelled aircraft owned and/or operated by a recognised airline or licensed charter company.

If a claim is made for the Interim Accidental Death Benefit, the application process for ANZ Mortgage Protection will not continue.

### Policy commencement date

Cover commences on the policy commencement date being the date money is advanced by ANZ on the ANZ loan account.

### Policy period

The policy period is 60 months (5 years) from the policy commencement date.

### Policy renewal

Renewal of an existing policy will be offered at the end of the policy period if the ANZ loan is current and each insured is not more than 59 years of age.

## Benefits under Mortgage Protection insurance

### What's covered?

Benefits are payable only under the terms and conditions of the policy.

#### Life Benefit

##### What does it cover?

- Death of an insured.

##### Benefit limitation

The maximum amount payable for the Life Benefit for the death of an insured under all ANZ Mortgage Protection Insurance policies under which that insured is covered, is \$750,000. If we reduce cover under the policy for this reason, we will refund premiums in respect of the reduced portion of cover on a pro rata basis.

##### Nature of benefit

##### Life Benefit

Pays the Life Benefit as specified on the Policy Schedule for the death of an insured.

##### Multiple Benefits

We will pay the Life Benefit once only under the policy, even if there is more than one insured under the policy.

##### Benefit payment

The Life Benefit payment is credited to the ANZ loan account.

If the Life Benefit payment amount exceeds the total outstanding balance of the ANZ loan as at the claim event date, then:

- if there is only one insured under the policy, the difference will be paid to the insured's estate, or
- if the policy is held in joint names, the difference will be paid to the surviving insured named on the policy.

Where the full amount of the policy premium was lent by ANZ to the policyholder(s), and was included in the ANZ loan amount, no part of the premium will be refunded on payment of the Life Benefit.

Where the policy premium is paid monthly by direct debits, any monthly premium instalments for the remainder of the policy period will be deducted from the amount of the Life Benefit payment before it is credited to the ANZ loan account.

No premium will be refunded on payment of the Life Benefit.

On payment of the Life Benefit the policy comes to an end.

## Disability Benefit

### What does it cover?

#### Disability Benefit

Disability means the circumstance when you are employed, and due to a sickness that commences or an accident that occurs after the policy commencement date, you are:

- confirmed by a medical practitioner as being totally unable to perform the duties of your usual occupation for up to 12 months, nor any gainful occupation thereafter;
- not engaged in either your usual occupation nor any gainful occupation, and
- following the advice of a medical practitioner in relation to the disability which is the basis of the claim.

### Qualifying period (applies to sickness only)

You are not covered for the Disability Benefit for the first **28 days** after the policy commencement date, if you are:

- diagnosed with a sickness, or
- the symptoms leading to the sickness being diagnosed become reasonably apparent.

### Waiting period (applies to sickness only)

There is a **30 day** waiting period for each claim, after the claim event date.

### Nature of benefit

For each day of disability after the waiting period, we will pay 1/30th of the monthly benefit as specified on the Policy Schedule.

At the policy commencement date the monthly Disability Benefit amount can be set at between 100% to 120% of the monthly ANZ loan repayment amount up to a maximum of \$7,500 per month. It is not possible to select less than 100% of the monthly ANZ loan repayment amount.

If the ANZ loan is a line of credit loan, the monthly Disability Benefit amount will be 1% of the available credit limit or \$7,500, whichever is the lesser.

### Recurring claims

If you return to your usual occupation or to any gainful occupation after receiving the Disability Benefit and, within 6 months of returning to your usual occupation or to any gainful occupation, you become disabled again from the same or a related cause, the original claim and benefit period will be treated as continuing, and no waiting period will apply.

### Multiple benefits

We will pay only one Disability Benefit or Involuntary Unemployment Benefit under the policy at any one time, even if there is more than one insured under the policy.

### Benefit period and payments

The Disability Benefit is payable (the benefit period):

- for a maximum of 30 months per claim;
- until you return to your usual occupation or to any gainful occupation;
- until the date a Life Benefit claim is paid, or
- until the policy otherwise comes to an end and the policy has not been renewed,

whichever is the earliest.

Disability Benefit payments are credited to the ANZ loan account.

The policy premium continues to be payable throughout the waiting period and the benefit period for a Disability Benefit claim.

### Maximum amount payable

The maximum amount payable for each Disability Benefit claim (including a recurring claim) for an insured under the policy is \$225,000.

The maximum amount payable under the policy for all Disability Benefit and/or Involuntary Unemployment Benefit claims, even if there is more than one insured under the policy, is \$750,000.

## Involuntary Unemployment Benefit

### What does it cover?

Involuntary unemployment means the circumstance after the policy commencement date, when you become unemployed through no choice or fault of your own and due to factors outside your control, and you have registered with an Australian government approved job placement agency, and you are actively seeking employment.

### Qualifying period

You are not covered for the Involuntary Unemployment Benefit for the first **28 days** after the policy commencement date.

### Waiting period

There is a **30 day** waiting period for each claim after the claim event date.

### Nature of benefit

For each day of involuntary unemployment after the waiting period, we will pay 1/30th of the monthly benefit as specified on the Policy Schedule.

At the policy commencement date the monthly Involuntary Unemployment Benefit amount can be set at between 100% to 120% of the monthly ANZ loan repayment amount up to a maximum of \$7,500 per month. It is not possible to select less than 100% of the monthly ANZ loan repayment amount.

If the ANZ loan is a line of credit loan, the monthly Involuntary Unemployment Benefit amount will be 1% of the available credit limit or \$7,500, whichever is the lesser.

### Subsequent claims

You must return to any employment for a minimum of 6 consecutive months with the one employer before making another Involuntary Unemployment claim.

### Multiple benefits

If you become involuntarily unemployed as a result of a disability, we will pay the Disability Benefit only.

We will pay only one Involuntary Unemployment Benefit or Disability Benefit under the policy at any one time, even if there is more than one insured under the policy.

### Benefit period and payments

The Involuntary Benefit is payable (the benefit period):

- for a maximum of 90 days per claim;
- until you return to any gainful employment;
- until the date a Life Benefit claim is paid, or
- until the policy otherwise comes to an end and the policy has not been renewed,

whichever is the earliest.

Involuntary Unemployment Benefit payments are credited to the ANZ loan account.

The policy premium continues to be payable throughout the waiting period and the benefit period for an Involuntary Unemployment Benefit claim.

### Maximum amount payable

The maximum amount payable under the policy for all Involuntary Unemployment Benefit and/or Disability Benefit claims, even if there is more than one insured under the policy, is \$750,000.

## What's not covered

The following table shows with an 'X', the events or circumstances when benefits will not be paid.

Event of circumstance	Life	Disability	Involuntary Unemployment
<p><b>Pre-existing condition: Any sickness, accident or condition that:</b></p> <ul style="list-style-type: none"> <li>• is the subject of a medical consultation during the twelve months immediately before the policy commencement date, and</li> <li>• leads directly or indirectly to death or disablement after the policy commencement date.</li> </ul> <p><b>Medical consultation</b> means any activity undertaken for the detection, treatment or management of a medical condition including but not limited to the application of prescribed drugs or therapy whether conventional or alternative.</p>	X	X	
You are employed on a permanent part time, casual, contract or temporary capacity for less than 20 hours per week, or you are self employed for less than 20 hours per week.		X	X
Your fixed term contract or apprenticeship ends.			X
Your voluntary resignation, voluntary retirement or voluntary redundancy.			X
Your wilful misconduct or your involvement in a strike or labour disturbance.			X
Your involuntary unemployment when you are residing outside Australia.			X
If you are self employed, you voluntarily ceasing to trade, either temporarily or permanently, or you selling your business.			X
War (whether declared or not), hostilities, civil commotion or insurrection.	X	X	X
Acts of terrorism.	X	X	X
Any intentionally self-inflicted injury (including suicide within the first 13 months after the policy commencement date) or engaging in any unlawful acts.	X	X	X
Disturbance to mind or faculty through the use of alcohol and/or drugs (unless taken as prescribed by a medical practitioner).		X	X
Pregnancy, childbirth, miscarriage or having a pregnancy termination including any conditions directly or indirectly related.		X	X
Engaging in professional racing of any kind except foot racing.		X	X
Flying or taking part in aerial activity except as a fare paying passenger in a motor propelled aircraft owned and/or operated by a recognised airline or licensed charter company.		X	

## Premiums

Premium for each insured for the policy period is calculated from the policy commencement date at:

- a rate per \$1,000 of the ANZ loan amount for Life Benefit cover, and
- a rate per \$100 of the monthly ANZ loan repayment amount for Disability Benefit and Involuntary Unemployment Benefit cover.

The premium for a policy is calculated in accordance with the premium rates table as set out on page 14.

### How is the premium calculated?

We take various factors into consideration in calculating premiums, including:

- **Single or joint cover;**
- **Cover type** combination selected for each insured;
- **Loan amount** - Life Benefit premium for each insured (where selected) is calculated on the ANZ loan amount at the policy commencement date;
- **Monthly ANZ loan repayment amount** – Disability Benefit and Involuntary Unemployment Benefit premium for each insured (where selected) is calculated on the ANZ monthly loan repayment amount at the policy commencement date, and
- **Age** – the premium is calculated taking into account the age of each insured at the policy commencement date.

The premium includes GST and stamp duty.

The premium for a policy will be set out in the Policy Schedule.

Where there is a joint policy, a 10% discount is applied to the total premium before GST and stamp duty.

#### Example

The ANZ loan is \$200,000. The monthly ANZ loan repayment is \$1,500. Cover is selected for Life Benefit, Disability Benefit and Involuntary Unemployment Benefit. Cover is for a single policyholder aged 26 years. The policy is purchased in NSW.

Life	\$2,040.00
Disability / Involuntary Unemployment	\$2,583.00
<b>Total premium payable (including GST and stamp duty)</b>	<b>\$4,623.00</b>

### How is the premium paid?

For a **new** ANZ loan the five year premium may be:

- lent by ANZ to the policyholder(s), and it is included in the ANZ loan amount which is subject to interest charges, or
- paid monthly by direct debit from the policyholder(s) nominated bank account or credit card.

For an **existing** ANZ loan, the premium can be paid only by monthly direct debits from the policyholder(s) nominated bank account or credit card.

### Change in monthly premium rates

We may change the premium rates for monthly paid policies at any time, but only after giving you 30 days notice of the change.

Premium rates cannot change for an individual monthly paid policy within a defined age band unless all premium rates for all monthly paid policies in that age band are changed.

Note: where the premium is lent by ANZ to the policyholder(s) and it is included in the ANZ loan amount, the premium rate and premium amount is fixed for the policy period.

### Commission

Some of the premium (20% excluding government charges) as set out in the Policy Schedule is paid to ANZ as commission.

### Taxation

Generally premiums payable for ANZ Mortgage Protection are not tax deductible. Nor are benefits assessable for income tax purposes.

Taxation information in this PDS is based upon our interpretation of, and the continuation of legislation in place as at the date this PDS is prepared. The information is of a general nature and may not apply to your individual circumstances.

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

## Once the policy starts

### Questions?

For any questions, please contact the ANZ Insurance Centre by:

Phone: 1300 552 253  
 Email: anz@qbe.com  
 Mail: ANZ Insurance Centre,  
 P.O. Box 1422 Parramatta NSW 2124

### We will not pay

We will not pay a claim if a benefit limitation or an exclusion applies.

We may not be able to process a claim if our claim requirements are not met.

### Making a claim

#### To make a claim:

1. Contact the ANZ Insurance Centre on 1300 552 253 to advise details of claim;
2. Complete the claim application form that we provide, and collect all necessary supporting information as detailed on the claim form and/or as requested by us, and
3. send all the information to us.

After receiving the information, we will advise if any additional information is required before advising the outcome of the claim in writing.

All claims will be paid in Australian currency.

If we are required to pay any tax, duty or government charge or levy relating to any amount payable for a claim under the policy, we may reduce the amount we pay by the amount of that tax, duty or government charge or levy.

### What information must be provided when making a claim

Benefit	Information required
Life or Interim Accidental Death	<ul style="list-style-type: none"> <li>• evidence of the deceased's age;</li> <li>• full death certificate showing cause of death, and</li> <li>• any other evidence we may reasonably require.</li> </ul>
Disability	<ul style="list-style-type: none"> <li>• a completed claim form;</li> <li>• medical evidence from a medical practitioner that you have a disability;</li> <li>• evidence that you are following the advice of a medical practitioner in relation to the disability which is the basis of the claim;</li> <li>• evidence that you were employed immediately before you became disabled and that you are now not engaged in either your usual occupation nor in any gainful occupation because of the disability, and</li> <li>• any other evidence we may reasonably require.</li> </ul>
Involuntary Unemployment	<ul style="list-style-type: none"> <li>• a completed claim form;</li> <li>• evidence that you were employed immediately before you became involuntarily unemployed;</li> <li>• a separation certificate or termination letter from your employer, or a letter from your accountant;</li> <li>• evidence that you are registered with an Australian government approved job placement agency and that you are actively seeking employment, and</li> <li>• any other evidence we may reasonably require.</li> </ul>

## Claim examples

The following examples show in dollar terms how the benefits in ANZ Mortgage Protection work.

### Example 1 – Life Benefit

Bill has Life Benefit cover and is a single policyholder. His Life Benefit as shown in his Policy Schedule is \$120,000. Bill dies. At the date of his death the total outstanding balance of his ANZ loan is \$100,000.

We pay \$100,000 into the ANZ loan account. The balance of \$20,000 is paid directly to Bill's estate.

### Example 2 – Disability Benefit

Tony has Life Benefit cover and Disability Benefit cover. He becomes sick and is unable to work for 180 days. Tony's monthly benefit is \$1,500.

In total, we pay into Tony's ANZ loan account:

$$1500 \div 30 \times 150 \text{ (180 - 30 day waiting period)} = \$7,500$$

### Example 3 – Involuntary Unemployment Benefit

Sue has Disability Benefit cover and Involuntary Unemployment Benefit cover. She is retrenched and remains out of work for 50 days. Her monthly benefit is \$1,500.

In total, we pay into Sue's loan account:

$$1500 \div 30 \times 20 \text{ (50 - 30 day waiting period)} = \$1,000$$

### Example 4 – Involuntary Unemployment Benefit

Nadia has Disability Benefit cover and Involuntary Unemployment Benefit cover. She is retrenched and remains out of work for 150 days. Her monthly benefit is \$1,500. There is a 30 day waiting period however the maximum benefit per claim is 90 days.

In total, we pay into Nadia's ANZ loan account:

$$\$1,500 \div 30 \times 90 = \$4,500$$

## Complaint Resolution

We have a Complaints and Disputes Resolution Procedure which undertakes to provide an answer to any complaint you may have within 15 days. If you would like to make a complaint or access the internal dispute resolution process, please contact the ANZ Insurance Centre by:

**Phone:** 1300 552 253  
**Email:** anz@qbe.com  
**Mail:** ANZ Insurance Centre,  
 P.O. Box 1422 Parramatta NSW 2124

If you are unhappy with the response from us, you may contact the Financial Ombudsman Service (FOS) by:

**Phone:** 1300 780 808  
**Email:** info@fos.org.au  
**Mail:** GPO Box 3, Melbourne, VIC 3001

The FOS is an independent body whose services are available to you at no cost.

## Cancelling a policy and refunds

You have the right to cancel the policy at any time. To cancel the policy, contact the ANZ Insurance Centre by:

**Phone:** 1300 552 253  
**Email:** anz@qbe.com  
**Mail:** ANZ Insurance Centre,  
 P.O. Box 1422 Parramatta NSW 2124

The following must be included in any written request:

- name(s) of policyholder(s);
- address(es) of policyholder(s);
- policy number;
- ANZ loan number, and
- signature(s) of policyholder(s) and the date.

## Refund of premium

### Cooling-off period

You have 21 days from the policy commencement date to cancel the policy and to obtain a full refund, provided that no claims have been made for this period.

If the policy is cancelled before or after the 21 day cooling off period, and where the premium was funded into the ANZ loan, any refundable premium will be credited to the ANZ loan account.

Refunds after the cooling off period are calculated using the legislated formula:

$$P \times (M \div T) \times (M+1) \div (T+1)$$

where:

- P is the premium paid (excluding non-refundable government charges)
- M is the number of whole months remaining
- T is the total number of whole months in the period of insurance

There is no refund available, after the cooling-off period, for policies paid by monthly direct debit.

### Example 1

Your premium is \$5,000 and it is included in the ANZ loan amount. You cancel your policy 6 months after the policy commencement date. There are 54 whole months of cover remaining. The refund calculation is:

$$\$5,000 \times (54 \div 60) \times (54 + 1) \div (60 + 1) = \$4,057.38$$

### Example 2

Your premium is \$5,000 and it is included in the ANZ loan amount. You cancel your policy 4 months and 1 weeks after the policy commencement date. There are 55 whole months of cover remaining. The refund calculation is:

$$\$5,000 \times (55 \div 60) \times (55 + 1) \div (60 + 1) = \$4,207.65$$

### When does the policy end?

The policy will end when the earliest of the following events occur:

- the ANZ mortgage is discharged or foreclosed;
- the ANZ loan is cancelled or closed;
- the ANZ loan is restructured or refinanced and a new ANZ loan contract is issued;
- the ANZ loan is varied and a letter of variation is issued (excluding when there is a change from a fixed to variable interest rate or from a variable to fixed interest rate, and provided there is no change in the borrower(s), the loan amount or the loan number);
- the policy period ends and the policy is not renewed by the policyholder(s);
- an insured turns 65 years of age;
- the policy is cancelled by the policyholder(s);
- the Life Benefit is paid or \$750,000 has been paid in Disability Benefit payments and/or Involuntary Unemployment Benefit payments under the policy (Note: no refund of premium is payable in these circumstances);
- an insured ceases to be a citizen of Australia or New Zealand, or the holder of an Australian Permanent Residency Visa;
- the ANZ loan is fraudulently obtained, or
- the date we cancel the policy in accordance with our legal rights.

## How to obtain up to date information

The information in this PDS is up to date at the time of its preparation however some information may change from time to time. If there is any omission of information or if there is a materially adverse change to the information as disclosed in this PDS, we will issue a supplementary or replacement PDS.

You can request a paper copy of any updated information, which will be provided to you free of charge by contacting the ANZ Insurance Centre by:

**Phone:** 1300 552 253  
**Email:** anz@qbe.com  
**Mail:** ANZ Insurance Centre,  
 P.O. Box 1422 Parramatta NSW 2124

## Replacement policies

If a new (replacement) policy is purchased within one business day of a policy ending due to:

- the ANZ mortgage being discharged, or the ANZ loan being cancelled or closed;
- the ANZ loan being restructured or refinanced and a new ANZ loan contract being issued;
- the ANZ loan being varied and a letter of variation being issued (excluding when there is a change from a fixed to variable interest rate, or from a variable to fixed interest rate, and provided there is no change to the borrower(s), the loan amount or the ANZ loan number).

### Where the insureds benefits and cover levels under the policy ending and the new policy are the same

For each insured under the policy ending who will be covered under the new policy:

- the pre-existing condition exclusion period, and
- the 28 day qualifying period for each of the Disability Benefit (Sickness only) and the Involuntary Unemployment Benefit

will apply as if the commencement date for the new policy was the policy commencement date of the policy ending.

### Where the insureds under the policy ending and the new policy are the same, but there is cover for additional benefit(s) and/or increases in cover levels under the new policy

For each insured under the policy ending who will be covered under the new policy, if there is:

- additional cover for another benefit under the new policy that was not held for that insured under the policy ending, or
- an increase in the cover level for a particular benefit under the new policy from the level held for that insured under the policy ending

the pre-existing condition exclusion period and qualifying periods will apply to the additional benefit cover or increased cover level amounts under the new policy.

### Prospective insureds under new policy

For any person who is not covered under the policy ending but who will be covered under the new policy, the pre-existing condition exclusion period and the applicable qualifying periods will apply to all cover for that person under the new policy.

## Alternative Form of Remuneration Register

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

## General Insurance Code of Practice

QBE supports the General Insurance Code of Practice. The purpose of the Code is to raise the standards of practice and service in the general insurance industry. You can get a copy of the Code from the Insurance Council of Australia website at [www.insurancecouncil.com.au](http://www.insurancecouncil.com.au)

## Financial Claims Scheme

This policy is a protected policy under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the event of an insurer becoming insolvent.

In the unlikely event of QBE becoming insolvent you may be entitled to access the FCS, provided you meet the eligibility criteria.

More information may be obtained from APRA's website at [www.apra.gov.au](http://www.apra.gov.au) or by calling 1300 13 10 60.

## Privacy

### Privacy Statement – OnePath Life

In this section, 'we', 'us' or 'our' refers to OnePath Life and other members of the ANZ Group.

We are committed to ensuring the confidentiality, security and privacy of your personal information.

We collect your personal information to provide you with the products and services you request. Without your personal information, we may not be able to process your application or provide you with the products or services you require.

In order to manage and administer the products and services requested by you, we may need to disclose your personal information to certain third parties, including:

- other members within the ANZ Group, to the extent necessary to service our relationship with you and carry on business as a group;
- organisations performing administration or compliance functions in relation to the products and services;
- organisations maintaining our information technology systems;
- authorised financial institutions;
- organisations providing services such as mailing, printing or data verification, and
- a person who acts on your behalf (such as your financial adviser or your agent).

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

We may also disclose your personal information in circumstances where we are required to do so by law.

We may send you information about our financial products and services from time to time. You may elect not to receive such information at any time by contacting us on 1800 354 970.

You may access the personal information OnePath Life holds about you, subject to permitted exceptions and subject to OnePath Life still holding that information, by contacting OnePath Life at:

### Privacy Officer – OnePath

GPO Box 75  
Sydney NSW 2001  
Phone (02) 9234 8111  
Fax (02) 9234 8095  
Email [privacy@onepath.com.au](mailto:privacy@onepath.com.au)

More information can be found in OnePath's Privacy Policy which can be obtained from its website at [onepath.com.au](http://onepath.com.au).

### Privacy Statement – QBE

In this section, 'we', 'us' or 'our' refers to QBE and other members of the QBE Group.

The *Privacy Act 1988 (Cth)* regulates the way private sector organisations, such as QBE, collect, use, protect and disclose personal information. We are committed to safeguarding your privacy and the confidentiality of your personal information.

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including any claims made by you.

Without this personal information we may not be able to issue insurance cover, administer your insurance or process your claim.

We, or our authorised agent, may disclose your personal information:

- to a mail house (for the purpose of printing and/or delivery of your mail or processing mail you have sent us);
- to a life insurer, when your consumer credit insurance policy includes life cover (for the purpose of confirming the currency of your policy or to make a claim);
- to your financial institution, and its related corporations or entities (if any) (for the purpose of confirming the currency of your policy and your claim);
- to doctors, medical services or other organisations providing services in the collection, collation or assessment of personal information (including health information) (for the purpose of underwriting or assessing your application and assessing any claims);
- to an organisation who provides you with banking facilities (for the purpose of confirming the reasons for payment made by you to us);
- to an insurance agent who is arranging your insurance (for the purpose of confirming your personal and insurance details);
- to another person named as a co-insured on your policy (for the purpose of confirming if full disclosure has been made to us);
- to another insurer (to assist with an investigation) or to another insurer or re-insurer who may be located overseas (for the purpose of seeking recovery from them);

- to a records management company (for the purpose of recording or storing our records which may contain your personal information);
- to an external dispute resolution organisation (for the purpose of resolving a dispute between us);
- to a market research company (for the purposes of conducting marketing research on our behalf), and
- to our related entities so that they can also offer you products and services.

In addition to the above, in the event of a claim we or our authorised agent may disclose your personal information:

- to an assessor or investigator (for the purpose of assessing your claim);
- to a lawyer (for the purpose of seeking a legal opinion regarding the acceptance of a claim);
- to an insurance reference bureau (for the purpose of recording any claims you make on your policy), and
- to a witness or another party in a claim (for the purpose of obtaining a statement from them).

Personal information may also be obtained about you from the above people or organisations.

In addition we will:

- give you an opportunity to obtain access to your personal information and when necessary, correct any errors to this information. Generally we will do this without restriction or charge.
- provide our dispute resolution procedures to you in respect of any complaint you may have regarding your personal information.

If you have any further questions you would like answered about privacy, please write to us or contact us by:

**Phone:** 1300 552 253  
**Email:** anz@qbe.com  
**Mail:** QBE Insurance  
 Privacy Officer, P.O. Box 1422  
 Parramatta NSW 2124

## Accessing your personal details

To access or correct your personal information, please contact the ANZ Insurance Centre by:

**Phone:** 1300 552 253  
**Email:** anz@qbe.com  
**Mail:** ANZ Insurance Centre, P.O. Box 1422,  
 Parramatta NSW 2124

## Definitions

This section lists the special meanings for words or terms used within this PDS.

**Accident** means bodily injury which is unintentionally caused solely and directly by violent, unintentional, external or visible means, as a result of an event occurring after the policy commencement date.

**Accidental death** means death which is unintentionally caused solely and directly by violent, unintentional, external or visible means, as a result of an event occurring after the Policy Application Date.

**ANZ loan** means the credit facility approved by ANZ.

**ANZ mortgage** means the mortgage which is security for the ANZ loan.

**Benefit period** has the meaning for the Disability Benefit as set out on page 4 of this PDS, and for the Involuntary Unemployment Benefit as set out on page 5 of this PDS.

**Claim event date** means the date of death of an insured or other event or circumstance giving rise to the claim.

**Disability/disabled/disablement** has the meaning as set out in page 4 of this PDS.

**Employed or employment** means any of the following for financial reward:

- employed in a permanent full time capacity;
- employed in a permanent part time, casual, contract or temporary capacity for 20 hours or more per week, or
- self employment for 20 hours or more per week.

**Gainful occupation** means any employment activity for financial reward.

**Immediate family member** means your partner, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister.

**Insured** means a person who is insured under the policy and who is a policyholder

**Involuntary unemployment** has the meaning has set out on page 5 of this PDS.

**Medical consultation** has the meaning as out on page 6 of this PDS.

**Medical practitioner** means a registered and qualified medical practitioner in Australia or in another country, as approved by us, who is not you or your business partner or another immediate family member of yours.

**Monthly ANZ loan repayment amount** means the monthly repayment amount for the ANZ loan as documented in the ANZ loan documentation.

**Monthly benefit** means the amount specified on the Policy Schedule.

**Partner** means a spouse, de-facto spouse or person living in a bona fide domestic living arrangement, irrespective of gender, where one or each of them provides the other with financial support, domestic support and personal care.

**Policy** means the contract for ANZ Mortgage Protection between the policyholder(s) and us.

**Policy Application Date** means the date specified in the Policy Schedule when the policyholder(s) make an application for ANZ Mortgage Protection.

**Policy commencement date** has the meaning as set out on page 3 of this PDS.

**Policyholder(s)** means the individual(s) named as insured(s) on the Policy Schedule.

**Policy Schedule** means the document issued by us confirming the specific details of cover under the policy.

**Pre-existing Condition** has the meaning as set out on pages 1 and 6 of this PDS.

**Reasonably apparent** means that a reasonable person in the circumstances could be expected to have been aware of the symptoms.

**Sickness** means a sickness or disease which becomes reasonably apparent.

**Renewal date** means the date immediately following the expiry date of the 60 month term of the original policy or any subsequent renewal date following a subsequent 60 month term.

**Self employment** and **self employed** means the circumstances where a person:

- derives the majority of his/her income from a trade or a business (including self proprietors or business partners);
- is an owner, sole trader, shareholder, partner or director of the business;
- has control or power over the business; and
- is working within the business for 20 hours or more per week, and
- is not a working employee for someone else.

**Terrorism** means any act of any person acting on their own or in connection with an organisation or foreign government, which can involve the use of, or threat of, force or violence, where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim.

**Total outstanding balance** means the balance remaining on the ANZ loan as at the claim event date. This includes any interest on the outstanding balance of the ANZ loan accrued but not yet charged. This does not include any arrears, including interest charged on arrears, before the claim event date.

**Unemployed** or **unemployment** means your employer terminates your employment as a result of redundancy, shortage of work or unsatisfactory work performance.

- If you are **self-employed**, unemployed or unemployment means the business ceases to trade due to actual or imminent insolvency or business factors beyond your reasonable control. This does not include when you experience a shortage of work leading to cash flow constraints but your business is still trading.
- If you are **self-employed** in a business partnership, unemployed or unemployments means your status as a business partner is discontinued without your actual or implied consent and you cease to work in the business.

**Usual occupation** means the employment in which you are regularly engaged (i.e. from which you receive a financial reward) at the time you suffer a disability. If your regular employment is limited to a recognised speciality within the scope of your degree or licence, your speciality is your usual occupation.

**We, our** or **us** (except in the context of the privacy statements on pages 11 and 12 of this PDS) means:

OnePath Life Limited ABN 33 009 657 176 for the Life Benefit, and

QBE Insurance (Australia) Limited ABN 78 003 191 035 for the Disability Benefit and the Involuntary Unemployment Benefit.

## Premium rates table

The table below sets out the rates to calculate the monthly policy premium for each individual who is named as an insured on the Policy Schedule. To calculate the 5 year policy premium, the monthly premium is multiplied by 60 months.

For joint policies, a 10% discount is applied to the total premium before GST and stamp duty.

The rates in the table are exclusive of GST and stamp duty.

Further information about premiums is set out on page 7.

Age at policy commencement date	Life Benefit	Disability Benefit and Involuntary Unemployment Benefit
18 – 35	0.17	2.87
36 – 40	0.19	3.37
41 – 45	0.23	4.07
46 – 50	0.29	4.57
51 – 55	0.45	4.92
56 – 59	0.80	5.22