

An insurance company who cares

Ozicare Family Income Insurance Product Disclosure Statement

This document prepared on 1st of November 2018

Important Information

Ozicare Family Income Insurance is issued by Hannover Life Re of Australasia (Hannover) ABN 37 062 395 484 of Tower 1, Level 33, 100 Barangaroo Avenue Sydney, NSW, 2000.

Ozicare Family Income Insurance is distributed and promoted by Auto & General Services Pty Ltd ABN 61 003 617 909, AFSL 241411 of Level 13, Toowong Village, 9 Sherwood Road, Toowong QLD 4066.

Ozicare is a trading name of Auto & General Services Pty Ltd.

From time to time, this Product Disclosure Statement (PDS) may be updated. Updates or changes which are not materially adverse to you may be found on the Ozicare website at **www.ozicare.com.au**. If you request a paper copy, this will be provided to you free of charge.

About Ozicare

Ozicare has been arranging protection for some of Australia's most valued possessions since 2001 to meet Car, Home and Contents and Life Insurance needs nationwide.

About Ozicare Family Income Insurance

Ozicare Family Income Insurance provides a standard Income Protection benefit, which can provide you with a monthly payment if you are unable to work for a period of time due to a *serious illness or injury*. You can insure up to 75% of your monthly *income*, up to a maximum amount of \$10,000 a month.

Also included in Ozicare Family Income Insurance is a Children's Care benefit and a Major Illness Lump Sum benefit. These additional benefits are included at no extra cost to you.

Receiving monthly payments when you are not working can help manage financial commitments, such as mortgage repayments, school fees and general living costs so you can focus on recovering and returning to work if possible.

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Why choose Ozicare?

Easy to apply, with no medical tests

You can apply for cover by answering a few health, lifestyle and occupation questions over the phone without having to fill in any complicated forms. No medical tests or blood tests are required.

Flexible level of cover

You can choose a level of Income Protection benefit suitable for your needs and budget:

- Monthly benefit amount can range from \$1,000 to \$10,000
- Benefit periods of 1 year, 2 years and 5 years
- 30 and 60 day waiting periods

Care for the family

Additional benefits are provided to cover you and your family:

- Major Illness Lump Sum benefit
- Children's Care benefit

Worldwide cover, 24 / 7

You are covered 24 hours a day, 7 days a week, worldwide, subject to the terms of the *policy*.

Automatic inflation protection

To keep up with the cost of living, your *monthly benefit* is automatically increased each year by the change in the Consumer Price Index *(CPI)*.

Secure insurance cover

Your cover, once accepted, can be maintained regardless of changes in your health, occupation and pastimes.

Maintain full control

At any time you can apply to increase or decrease your cover within the *policy* limits.

Product Disclosure Statement

What is a Product Disclosure Statement (PDS)?

This Product Disclosure Statement (PDS) will assist you in making an informed decision

regarding our Ozicare Family Income Insurance. Additionally, the PDS explains the terms, conditions and exclusions applicable to Ozicare Family Income Insurance and provides important information about maintaining timely premium payments, requesting *policy* changes, and making claims.

Any words in the PDS that are shown in *italics* are defined terms or definitions and can be found in the Definitions section from page 18.

Any advice given in this PDS is only general and does not take into account your individual objectives, financial situation or needs. You should consider whether this product is right for you, in conjunction with your objectives, financial situation and needs. You should carefully read this PDS and any other documentation we send you.

Ozicare Family Income Insurance is issued by the life insurer, Hannover Life Re of Australasia Ltd (Hannover). Hannover has sole responsibility for the PDS, the *policy* and the assessment and payment of claims. Hannover is a wholly-owned subsidiary of the Hannover Re Group worldwide, one of the largest reinsurers in the world. The Life Insurance business of Hannover has been operating in the Australian market since 1958. Hannover's strong financial strength is visible in Standard & Poor's rating of 'AA- (very strong)'. Ozicare Family Income Insurance is written out of the Hannover Australian Statutory Fund.

Ozicare Family Income Insurance is not issued or guaranteed by Ozicare, and Ozicare is not included, or liable, in any manner in respect of the assessment and payment of benefits under Ozicare Family Income Insurance.

Ozicare has consented to being named in this PDS in the form and context in which it appears and has not withdrawn this consent before the date of the PDS. In this PDS, references to we, us and our mean Hannover Life Re of Australasia Ltd.

Ozicare Family Income Insurance at a Glance

Features	Income Protection benefit
Minimum age at entry	18
Maximum age at entry	59
Minimum monthly benefit	\$1,000
Maximum monthly benefit	75% of your monthly income up to \$10,000
Waiting period	30 days or 60 days
Benefit period	1 year, 2 years and 5 years
Expiry age	Policy anniversary after 65th birthday
Features	Major Illness Lump Sum benefit
Minimum age	18
Maximum age	65
Payment	Lump sum payment equal to 6 months of the monthly benefit
Benefit period	One-off payment
Features	Children's Care benefit
Child minimum age	3
Child maximum age	17
Monthly payment	25% of your <i>monthly benefit</i> up to \$2,000
Waiting period	14 days for <i>injury</i> , 30 days for <i>illness</i>
Benefit period	Maximum of 3 months

Ozicare Family Income Insurance

1. What benefits are provided by Ozicare Family Income Insurance?

Ozicare Family Income Insurance comes with the following benefit covers:

Income Protection benefit: we will pay you a *monthly benefit* if you are unable to perform your *usual occupation* due to a *serious illness or injury* for the duration of the *waiting period* and continue to suffer from a *serious illness or injury* after the end of the *waiting period*. See page 9 for more details and conditions.

Major Illness Lump Sum benefit: we will pay you a lump sum payment equal to 6 months of the *monthly benefit* on diagnosis of *cancer, heart attack, stroke or coronary artery bypass surgery*. See page 11 for more details and conditions.

Children's Care benefit: we will pay you 25% of your monthly benefit up to a maximum value of \$2,000 a month for a maximum of 3 months after the end of the Children's Care waiting period if you take time off work to care for your ill or injured child aged 3 to 17. See page 11 for more details and conditions.

2. Are you eligible to apply for Ozicare Family Income Insurance?

If you are working a minimum of 20 hours per week in your *usual occupation* for at least 12 months before your *policy* starts you can apply for Ozicare Family Income Insurance. You also must be an *Australian resident* aged between 18 and 59.

3. When does your Ozicare Family Income Insurance start and end?

Cover under Ozicare Family Income Insurance does not start until your application is accepted. If successful, we will send you a *policy schedule* setting out the *commencement date* when cover starts for you. We guarantee to renew your Ozicare Family Income Insurance (provided you pay your premiums when due) until it ends.

Ozicare Family Income Insurance ends when the first of the following occurs:

- The date of your death
- The date you cancel the *policy*
- The date we cancel the *policy* (where permitted by law)
- The date you cease to reside in Australia
- The policy anniversary following your 65th birthday

4. How much does Ozicare Family Income Insurance cost?

Premiums are calculated at each *policy anniversary* and are based on:

- Your age at that time
- The monthly benefit
- The benefit period
- The waiting period
- Various other factors which may affect the premium rating at the time of insurance application such as gender, smoking status, state of health and occupation.

You do not need to pay your premium during any period during which the *monthly benefit* is payable.

You can apply for Ozicare Family Income Insurance at www.ozicare.com.au or contact Customer Services on 1800 421 034.

5. How much Ozicare Family Income Insurance can you apply for?

- The maximum Income Protection *monthly benefit* you can apply for is 75% of your monthly *income*, capped at a maximum monthly amount of \$10,000.
- The minimum Ozicare Income Protection *monthly benefit* you can apply for is \$1,000.

Other included benefits with your Ozicare Family Income Insurance are:

- Major Illness Lump Sum benefit of 6 months of the *monthly benefit*.
- Children's Care benefit of 25% of the monthly benefit up to a maximum of \$2,000 for 3 months.

6. How much Ozicare Family Income Insurance do I need?

When you consider how much Income Protection cover you need, you might want to think about:

- Daily living costs such as food on the table and petrol.
- Monthly fixed costs such as rent, mortgage repayments and phone bills.
- Variable costs such as quarterly gas and electricity bills, rates and school fees.

Bearing in mind the maximum you can insure is 75% of your *income* up to a maximum of \$10,000 a month.

For example:

Nathan is 27, married with a newborn and earns \$70,000 as a Builder and wants to insure up to the maximum of 75% of his *income*. This is a *monthly benefit* amount of \$4,375 which will allow him to pay the rent and continue to provide for his family if he was unable to work.

Sarah is 44, single and works as a Marketing Manager earning \$110,000. Having paid off her mortgage, Sarah only wants to insure a portion of her *income* to meet day-to-day living costs if she was unable to work. She has opted to insure for a *monthly benefit* of \$3,000.

Daniel is 51, has two children in high school and earns \$180,000 as an Accountant and wants to insure to the maximum limit. In this case, the *monthly benefit* is capped at \$10,000. These *monthly payments* will allow Daniel to continue saving for retirement, pay school fees and put food on the table if he was unable to work.

7. What documentation is included in Ozicare Family Income Insurance?

If your application is accepted by us, we will issue you a *policy schedule*. Your Ozicare Family Income Insurance *policy* consists of:

- the Policy Schedule;
- this PDS (which includes the terms and conditions applying under your *policy*);
- the Personal Statement (i.e., personal details, including your answers to medical and lifestyle questions and your Declaration that the statements are true and correct);
- the Payment Schedule (which outlines your selected premium payment frequency and method).

You should keep your Ozicare Family Income Insurance *policy* in a safe place, as you will need to produce the above documents in the event of a claim being lodged.

8. Income Protection benefit

The Income Protection benefit will pay you a *monthly benefit* if you are unable to perform your *usual occupation* due to a *serious illness or injury* for the duration of the *waiting period* and continue to suffer from a *serious illness or injury* after the end of the *waiting period* except in the circumstances explained in 'Do exclusions apply to the Income Protection benefits?' in point 13 following.

9. How long do you have to wait for the Income Protection benefit payments to start?

With Income Protection you can choose to have a waiting period of either 30 days or 60 days. The *waiting period* is the period you must wait before the *monthly benefit* becomes payable under your *policy*, and is set out in your *policy schedule*.

During the *waiting period*, you must be unable to perform your *usual occupation* due to a *serious illness or injury*. The *waiting period* begins on the date you first consult a registered *medical practitioner* for the *serious illness or injury* giving rise to your claim and when you cease all work due to that *serious illness or injury*. At the end of the *waiting period*, if you are still suffering from a *serious illness or injury*, you will be able to receive *monthly benefit* payments, paid in arrears. No *monthly benefit* is payable for the *waiting period*.

For example, if you have a 30 days *waiting period*, your first *monthly benefit* payment will occur 60 days after you were first unable to perform your *usual occupation*. This is the sum of the 30 days *waiting period* and waiting 30 days for payment in arrears.

10. How long will the Income Protection benefit payments be paid for?

You can choose to have a *benefit period* of 1 year, 2 years or 5 years. This is the maximum period of time you could receive a monthly benefit for the same or related serious illness or injury, even if you have not recovered from a *serious illness or injury*.

The benefit period starts at the end of the waiting period and continues until the earliest of:

- The end of the *benefit period*
- The date you are no longer suffering from a serious illness or injury
- The date you return to your usual occupation or any gainful occupation in any capacity
- The date of your death
- The *policy anniversary* following your 65th birthday
- The date your *policy* ends
- The date you cease to reside in Australia

11. What happens if your serious illness or injury returns?

If your *serious illness or injury* returns within six months and your Ozicare Family Income Insurance is still in place, you are able to continue your Income Protection claim for the remaining *benefit period* and we will waive the *waiting period*.

Monthly benefit payments for a recurring *serious illness or injury* will be deducted from your original *benefit period*. For example, if you had a 12 months *benefit period* and had already received six payments for the same *serious illness or injury*, you would have another six payments before your *benefit period* ended.

To submit a new claim for the same or related causes, you must return to working at your preclaim capacity for at least six months and perform all of the usual duties of your *usual occupation* without restriction. A new *waiting period* and *benefit period* will then apply.

12. Do limits apply to the Income Protection benefits?

The Income Protection benefits payable to you under this policy cannot exceed:

- The monthly benefit you nominated; or
- 75% of your pre-claim income, up to a maximum of \$10,000 monthly benefit

If you receive *other payments*, which along with the *monthly benefit*, are greater than 75% of your *pre-claim income*, then your *monthly benefit* may be reduced so that the total of all payments does not exceed 75% of your *pre-claim income*.

Only one *monthly benefit* is payable at any one time under this policy.

If you are covered under more than one Ozicare Family Income Insurance *policy*, we will apply these limits to the total of the benefits payable under all Ozicare Family Income Insurance *policies*. Any reduction in the *monthly benefit* will be applied to the Ozicare Family Income Insurance most recently commenced and we will refund the premiums paid on the amount that exceeded the maximum limit.

13. Do exclusions apply to Income Protection cover?

We will not pay the Income Protection *monthly benefit* if the *serious illness or injury* occurred directly or indirectly from:

- A mental disorder, illness or condition.
- Elective or transplant surgery.
- Normal pregnancy including common discomforts such as morning sickness, back pain, varicose veins, ankle swelling or bladder problems, participation in an IVF or similar program, giving birth, miscarrying or having a pregnancy terminated.
- Intentional self-inflicted acts, this includes exposing yourself to the risk of illness or injury and attempted suicide.
- The consumption of drugs (unless it was under the direction of a *medical practitioner* and not in connection with treatment for substance abuse, drug addiction or dependence).
- The consumption of intoxicating liquor, including having a blood alcohol reading content over the prescribed legal limit whilst driving.
- War (whether declared or not) or war-like activity, or taking part in a terrorist activity, riot or civil commotion.
- Engaging in any criminal activities or illegal acts.

We will not pay the *monthly benefit* where we have agreed a special term with you in respect of your cover that specifically excludes the event or condition leading to the claim. Any such special term will be agreed with you before your *policy* is issued and will appear on your *policy schedule*.

14. Additional benefits

a) Major Illness Lump Sum benefit

On diagnosis of the common *major illnesses of cancer, coronary artery bypass surgery, heart attack or stroke* as defined in the 'Definitions' from page 18, you will receive a lump sum payment equal to 6 months advancement of the *monthly benefit* as long as you have held your Ozicare Family Income Insurance *policy* for more than three months.

If at the end of 6 months from the date of diagnosis you are still unable to perform your *usual occupation* due to the claimed *major illness, monthly benefits* will resume from the end of the 7th month after diagnosis. If *monthly benefits* resume at this time and you have been paid the Major Illness Lump Sum benefit, the *benefit period* will be reduced by 6 months.

When will the Major Illness Lump Sum benefit be paid?

The Major Illness Lump Sum benefit will be paid if you are diagnosed with a *major illness* as defined on page 19 and you have had your Ozicare Family Income Insurance *policy* for more than three months.

We will not pay the Major Illness Lump sum benefit where we have agreed a special term with you in respect of your Ozicare Family Income Insurance that specifically excludes the event or condition leading to the claim. Any such special term will be agreed with you before your *policy* is issued and will appear on your *policy schedule*.

b) Children's Care benefit

If you are a parent or legal guardian who takes time off work to care for your ill or injured child aged 3 to 17, you can claim 25% of your Ozicare Family Income Insurance *monthly benefit* up to a maximum value of \$2,000 a month for a maximum of 3 months after the end of the Children's Care *waiting period*, except in the circumstances explained in 'Do exclusions apply to the Children's Care benefit?'.

When will the Children's Care benefit be paid?

The Children's Care benefit will be paid if:

- you are not earning any income in your usual occupation for the duration of the Children's Care waiting period and continue not to earn any income because your child becomes totally dependent on you for their everyday needs solely and directly due to an illness or injury' and
- the child is confined to or near a bed at home or in hospital for more than the Children's Care *waiting period* as certified by a *medical practitioner*, and
- you have had your Ozicare Family Income Insurance policy for more than three months.

The Children's Care *waiting period* is 30 days in the event of the child's *illness* and 14 days in the event of the child's *injury*.

If eligible, we will make the first payment at the end of the first month following the end of the Children's Care *waiting period*.

The Children's Care benefit is only payable once in every 12 month period.

How long will the Children's Care benefit be paid for?

The Children's Care benefit starts at the end of the Children's Care *waiting period* and continues until the earliest of:

- 3 months from the end of the *waiting period*;
- The date you start working again;
- The date your *ill or injured* child is no longer totally dependent on you for their essential everyday needs;
- The date your policy ends;
- The date your child turns age 18;
- The date of your death;
- The date of death of the ill or *injured* child;
- The date you cease to reside in Australia.

Do exclusions apply to the Children's Care benefit?

We will not pay the Children's Care benefit if the child's *illness or injury* occurred directly or indirectly from:

- Congenital conditions.
- Pre-existing medical conditions that existed at any time before the Ozicare Family Income Insurance commenced. Symptoms of any *illness, injury* or medical condition that you were aware of, or a reasonable person in your situation should have been aware of, or for which a *medical practitioner* was consulted is considered a pre-existing condition.
- Intentional harmful acts of any person who would directly or indirectly receive the benefit amount.

General Information

1. Is there a 30-day cooling-off period?

You have 30 days from the *commencement date* to make sure you are happy with the *policy*, and decide whether you want to keep it. This is known as the 'cooling-off' period. Policies may be cancelled within the 30 day period provided a claim has not been made under the *policy*. Please send your *policy schedule* to Ozicare PO Box 342, Toowong QLD 4066 with a written request for cancellation within the 30-day period. When Customer Services receives your letter and *policy schedule*, the *policy* will be cancelled, and any premiums you may have paid will be refunded.

2. Is there inflation protection?

To help your level of insurance keep up with the cost of living Ozicare Family Income Insurance *monthly benefit* is automatically increased by the change in *CPI* on each *policy anniversary*.

Automatic increases will continue even where the maximum monthly benefit is met or exceeded.

A letter will be sent to you 30 days before your *policy anniversary* during each year the *policy* remains in force. It will include the updated *monthly benefit* and premium. You can decline the automatic *monthly benefit* increase by writing to Ozicare PO Box 342, Toowong QLD 4066.

You should decline the automatic increase if the new *monthly benefit* is greater than 75% of your *income*.

The automatic increases to your Ozicare Family Income Insurance *monthly benefit* will end on the *policy anniversary* after you reach age 65.

3. What should I know about premium changes, payments and deductions?

We may change the premium rates applying to your *policy*, but only if we change the premium rate applying to all (or the same group of) Ozicare Family Income Insurance policy owners. We will send written notice of any change to you (to your last address notified to us) at least 30 days before the effective date of the change. At your *policy anniversary* your premium will generally increase with age and any automatic CPI increases applied to the *monthly benefit* (see page 13 under 'Is there inflation protection?'). This is also known as a *stepped premium*.

Payment frequency: Your first premium deduction will occur on the first premium date shown in your *policy schedule*. Your premiums will then be deducted, fortnightly, monthly or annually from the first premium date depending on the frequency you choose. You may only apply to change your payment frequency after receiving the next anniversary notice for your *policy*.

Payment method: Payments can be made by automatic direct debit from your bank, credit union, or building society account or by credit card. You may apply at any time by phone to change the method of premium payment.

All payments made in connection with your *policy* must be made in Australian currency.

4. Can I change my cover?

Please call Customer Services on 1800 421 034 for applications to:

- Decrease any cover under your Ozicare Family Income Insurance
- Increase any cover under your Ozicare Family Income Insurance
- Change your status from a smoker to a non-smoker, for the purpose of determining your Ozicare Family Income Insurance premium rating. You must successfully complete a non-

smoker declaration over the phone with a Customer Services consultant to qualify for a non-smoker premium rate.

Any modifications in the terms and conditions relating to the change are subject to approval and written confirmation by us.

5. How do I make a claim?

You can claim under your *policy* by calling **1800 014 927**, emailing **life.claims@ozicare.com.au** or writing to Ozicare Life Insurance, PO Box 342, Toowong QLD 4066. We will send you a claims booklet for you to complete, sign, and return to us. Additionally, we may require your treating *medical practitioner* to complete a form at your expense.

Claims should be made as soon as possible after the event leading to the claim. If we are not notified within a reasonable period of time after the event leading to the claim, and we are disadvantaged by the delay, we may be able to reduce the amount we would otherwise pay, or we may be able to refuse to pay the claim.

6. What proof is required to make a claim?

We will require:

- documentation by one or more appropriate *medical practitioners*;
- all relevant information, including any test, examination, or laboratory results, must be provided to us;
- your latest tax return and/or payslips to verify proof of income;
- any other documentation requested by us to support your claim.

We may refuse a claim under this *policy* if we do not have evidence to our satisfaction that you meet the requirements for the *monthly benefit* to be payable.

We reserve the right to require you to undergo, at our expense, examinations or other reasonable tests to assess the validity of a claim. Additionally, we may conduct investigations which could involve the use of investigation agents and surveillance, legal advisers, and the collection of personal data.

7. Who will receive the monthly benefit payments?

We will make all benefit payments to you the *policyowner*.

All benefits paid in connection with this *policy* will be made in Australian dollars.

8. Can your policy be forfeited or cancelled?

If you don't pay your premium when it is due and it remains unpaid for more than 28 days after it was due and we have given you written notice, your *policy* could be cancelled.

You can cancel your policy by writing to Ozicare Life Insurance, PO Box 342, Toowong QLD 4066, and giving 30 days notice.

Your policy may be reinstated within 90 days of the date that the policy was forfeited or cancelled, but only if we agree and subject to any terms and conditions we might require.

9. What are the risks of this insurance?

There are a number of insurance risks you should be aware of, including:

- It is important to select and apply for the correct insurance product and appropriate level of cover to suit your individual needs. Insufficient cover might cause you or your family to suffer financial hardship even after receiving the *monthly benefit* payment.
- If you are replacing a contract or policy with another contract or policy, you should consider all the terms and conditions of each policy before making a decision to change.
- Ozicare Family Income Insurance is designed purely for protection, and does not include a savings or investment component. Therefore, if your *policy* is cancelled (after the 30-day cooling-off period), you will not receive anything back unless you have paid premiums more than 30 days in advance.
- If at the time of claim you have been unemployed or not earned an income for more than 2 years then a *monthly benefit* may not be payable.

10. What tax implications are applicable to my policy?

In most cases, the Ozicare Family Income Insurance premiums are tax-deductible and the benefit payments will be considered as income and so will be assessable for taxation purposes.

This information is based on present tax laws and our interpretation of those laws. Regardless, you should seek professional advice to understand how tax laws will affect your individual circumstances.

11. What should I know about privacy?

We and Ozicare are bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) and aim to protect the privacy of your personal information.

If you purchase Ozicare Family Income Insurance we, through Ozicare, need to collect personal information from you so that we and/or Ozicare can:

- assess your application
- set up and administer your *policy*
- provide you with services
- assess any claims you may have

The information we or Ozicare collect may include sensitive information about you, such as health information.

If you fail to provide the personal information we require, we may not be able to provide you with insurance.

Additionally, we may use the information you give us to:

- improve our and/or Ozicare's financial products and services; and
- provide you with information about our and/or Ozicare's other products and services

The information is normally collected by Ozicare or an authorised representative.

In some circumstances this may mean that we will need to share your information with and collect your information from a third party such as our and your medical advisors, claims data collectors, and verify your information with other consultants, experts, and your employer. We may also disclose personal information to other insurance or reinsurance companies for the purpose of obtaining reinsurance support, to our related companies and to other organisations that assist us in supplying our services.

We prohibit third parties to whom we disclose information from disclosing it or using it for any purpose other than the purpose for which it was provided.

We and Ozicare may also use your information in other ways, but only where permitted or required by law.

You may ask for access to the personal information we hold about you at any time and seek correction of such information.

If we refuse to give you access to, or to correct, the personal information, we will write to you and give you our reasons for declining your request and information about how you may complain about our refusal.

Our Privacy Policy contains information about how you may complain about a possible breach of your privacy and how we will deal with such a complaint.

We may from time to time disclose personal information to overseas recipients, who are most likely to be located in Germany.

For our full Privacy Statement, please visit:

https://www.hannover-re.com/1094181/australia_lh_privacy

12. How do I make a complaint?

It is always our intention to provide you with the best possible service. However, if you have any cause for complaint, you should:

- Step 1 Contact our appropriate department manager at the details shown on the Policy Schedule.
- Step 2 If the matter is not resolved to your satisfaction within 14 days, please contact the Dispute Resolution Manager via our contact details on the back cover.
- Step 3 If you are still not happy with our answer, we will give you details of independent dispute resolution facilities operated by the Australian Financial Complaints Authority.

Contact details for the Australian Financial Complaints Authority are:

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Duty of Disclosure

Your Duty of Disclosure

Before you enter into a life insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you extend, vary or reinstate the contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If the insurance is for the life of another person and that person does not tell us everything he or she should have, this may be treated as a failure by you to tell us something that you must tell us.

If you do not tell us something

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

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

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

If we choose not to avoid the contract or reduce the amount you have been insured for, we may, at any time vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the contract has a surrender value or provides cover on death.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Definitions

Certain words in this PDS are in italics, for example, *monthly benefit*. The meaning of these words can be found below.

Accident means an event resulting in bodily *injury* occurring while this *policy* is in force, where the *injury* is directly and solely caused by accidental, violent, external and visible means without any other contributing causes and where the *injury* is not self-inflicted.

Australian Resident means a person who resides in Australia at the time of application and either holds Australian or New Zealand citizenship; or holds an Australian permanent residency visa; or has been in Australia continuously for six months or more on a temporary work visa and resides in Australia.

Benefit Period means the maximum length of time that we will pay the *monthly benefit* for the same or related serious *illness or injury* during the life of the *policy* and is shown in the *policy schedule*.

Cancer means the confirmed diagnosis of the presence of one or more malignant tumours histologically characterised by the uncontrolled growth and spread of malignant cells, and the invasion and destruction of normal tissue beyond the basement membrane. The term malignant tumour also includes leukaemia, sarcoma and lymphoma.

The following are specifically excluded:

- Tumours which are histologically classified as 'pre-malignant', 'non-invasive', 'high-grade dysplasia', 'borderline' or 'having low malignant potential'
- All carcinoma in situ except for carcinoma in situ of the breast where total mastectomy was performed specifically to arrest the spread of malignancy and where it was considered the appropriate and necessary treatment.
- All prostatic cancers, unless having progressed to T2 on the TNM Clinical Staging System; or histologically classified as having a Gleason Score of 7 or higher; or having resulted in the surgical removal of the prostate (where it was considered by treating doctors to be the appropriate and necessary treatment)
- All melanomas less than 1mm thickness as determined by histological examination and which is also less than Clark Level 3 depth of invasion
- All Hyperkeratosis or Basal Cell Carcinoma (BCC) of skin and Squamous Cell Carcinoma (SCC) of skin unless having spread to the bone, lymph node, or another distant organ.
- Chronic lymphocytic leukaemia Rai Stage 0
- All cancers of the thyroid unless:

a) having progressed to at least TNM classification T2N0M0 (Stage II); or

b) where total thyroidectomy is undertaken

- All cancers of the bladder unless having progressed to at least TNM classification T1N0M0 (Stage I).
- Cutaneous lymphoma (confined to the skin).

Commencement Date means the date your application is accepted by us and cover starts as set out in the *policy schedule*.

Coronary Artery Bypass Surgery means the actual undergoing of bypass graft surgery, either through an open heart operation procedure or through a 'key-hole' surgical technique, to two or more blocked coronary arteries causing inadequate myocardial blood supply.

CPI means the Consumer Price Index (weighted average of eight capital cities combined) published by the Australian Bureau of Statistics. We will use the percentage increase at the end of the 12 month period ending 30 June each year. The *CPI* increase will be applied to policies as they pass through their anniversary from 15 September each year.

Domestic Duties

- Cooking the family meals (such as preparing fresh and frozen food, using an oven, stove or microwave oven).
- Cleaning the family home (such as using a vacuum cleaner, sweeping with a broom, using a mop, cleaning dishes (automatic or manual)).
- Shopping for the family's food and household items (such as attending shops or using the phone or internet to purchase food or household items for the family).
- Doing the family's laundry (such as loading and unloading a washing machine and hanging out clothes or using a dryer, folding clothes and ironing).
- Looking after dependent children under 16 years of age or in full time secondary education (such as supervising, lifting, transporting, feeding and bathing).

Heart Attack means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area, measured by the tests specified below, where the diagnosis is supported by a diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and at least three of the following:

- Symptoms of ischemia consistent with myocardial infarction
- ECG changes indicative of new ischemia (new ST-T changes or new left bundle branch block)
- Development of pathological Q waves on the ECG
- New regional wall motion abnormality persisting for at least six weeks and confirmed on cardiac imaging including echocardiogram, cardiac CT, cardiac MRI or cardiac radio nuclear scan

If the tests are inconclusive or unable to be met, then the definition will be met if 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

Ill/Illness means illness, sickness or disease which first manifests itself after the date on which the applicable insurance benefit starts.

Income means regular income earned through personal exertion calculated after the deduction of expenses incurred in producing that income and before the deduction of income tax. This does not include superannuation payments. At time of claim we may verify your income via tax returns and/or payslips.

Injury means a bodily injury caused by an accident.

Major Illness is *cancer, coronary artery bypass surgery, heart attack or stroke* as defined in the 'Definitions' for the Major Illness Lump Sum benefit. If the test results mentioned in the PDS have been superseded we will accept other professionally accepted test results to verify diagnosis.

Medical Practitioner means a qualified, practicing medical specialist, licensed to practice his or her medical specialty within Australia or New Zealand, and whose specialty qualifies him or her to, prescribe drugs or to diagnose a medical condition, *illness*, disability, or *injury* covered under the *policy*. The *medical practitioner* must not be the policyowner under the *policy*, their spouse, relative, or business associate.

Mental Disorder, Illness or Condition means any disorder, *illness* or condition classified in the Diagnostic and Statistical Manual of Mental Disorders, Volume IV, published by the American Policy Psychiatric Associate (or such replacement or successor publication we approve, or if none then a comparable publication as selected by us). Such mental disorder conditions include, but are not limited to:

- Depression
- Anxiety
- Post-traumatic stress
- Psychotic, personality, emotional or behavioural disorders
- Physical symptoms of a psychiatric illness
- Disorders related to substance abuse or dependency which include alcohol, drug or chemical dependency
- Psychoneurosis

Mental disorders or illnesses do not include dementia (except where the dementia is related to substance abuse or dependency), Alzheimer's disease or head injuries.

Monthly Benefit means the monthly benefit amount you are eligible to receive in respect to your Ozicare Family Income Insurance under the policy terms and conditions.

Other Payments are:

- workers compensation
- compensation for a motor vehicle accident
- payments made under any similar state or federal legislation
- damages paid under common law
- payments received from any other insurance policy or superannuation/pension insurance policy that relate to income replacement
- sick leave or any other approved leave payments received

If any of the *other payments* are paid in a lump sum we convert this to its equivalent monthly income. We calculate this based on actuarial advice by looking at the circumstances in which the payments were made.

Partner means your legal spouse or de-facto partner, which means you are not related by family and you have a relationship as a couple living together on a genuine domestic basis.

PDS is an abbreviation of Product Disclosure Statement.

Policy means the legal contract between you and us. Your policy consists of the *policy schedule*, this PDS (which includes the terms and conditions applying under your *policy*), the Personal Statement (which includes personal details, including your answers to medical and lifestyle questions and your Declaration that the statements are true and correct), and the Payment Schedule (which outlines your selected premium payment frequency and method). Your *policy* may not be transferred or assigned to another person.

Policy Anniversary means the anniversary of the *commencement date* of your policy.

Policyowner means a person named in the *policy schedule* as the Life Insured and referred to as 'you' or 'your' in the PDS.

Policy Schedule means the schedule issued with your *policy* and updated from time to time. A new policy schedule will be issued at any time we agree with you to change the details under your *policy*. A new policy schedule will replace any previous policy schedules.

Pre-Claim Income is the calculation of the highest average amount of monthly *income* for any period of 12 consecutive months during the two years immediately before you suffered a *serious illness or injury*, verified in the form of tax returns or employer issued payslips.

If you are on maternity, paternity or other paid or unpaid leave and you suffer a serious illness or injury, your pre-claim income will be the highest average amount of monthly income for any period of 12 consecutive months during the two years immediately before your leave commenced.

If at the time of claim you have been unemployed or not earned an income for more than 2 years then a *monthly benefit* may not be payable.

Serious illness or injury means due to an *illness* or an *injury* occurring after the *commencement date*, you are:

- Unable to perform the usual duties of your usual occupation necessary to produce income;
- under the regular care and following advice of a *medical practitioner*, in relation to your *illness or injury* for which you are claiming;
- suffering a loss of *income*; and
- not engaged in your *usual occupation* or any other gainful occupation.

A *serious illness or injury* must be certified by your *medical practitioner* and confirmed by one or more medical specialists nominated by us.

For exclusions refer to the section 'Do exclusions apply to Income Protection cover?' on page 10.

Stepped premium means at your *policy anniversary* your premium will be based on your age and other factors, and is likely to increase as you get older.

Stroke means death of brain tissue resulting from insufficient blood supply (typically due to a thrombus or clot), bleeding within the skull, or intracerebral embolism, and that has resulted in permanent neurological impairment. This diagnosis must be supported by both of the following:

- Evidence of permanent neurological deficit with persisting clinical symptoms confirmed by a neurologist at least 6 weeks after the stroke
- Findings on Magnetic Resonance Imaging (MRI), Computerised Tomography (CT), or other reliable imaging techniques consistent with the diagnosis of a new stroke and compatible with the neurological deficit

The following are excluded:

- Transient ischaemic attacks,
- Cerebral events and symptoms due to reversible neurological deficits and migraine
- Vascular disease affecting the eye or optic nerve
- Ischaemic disorders of the vestibular system
- Any stroke related to recreational drug use and/or substance abuse
- Brain damage due to an accident or injury

"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 e.g. brisk reflexes without other symptoms.
- Symptoms of psychological or psychiatric origin.

Usual Occupation means the occupation predominantly performed in the 12 months before the *serious illness or injury* causing the claim. If you are on maternity, paternity or other paid or unpaid leave for more than 12 consecutive months immediately before the *serious illness or injury* causing the claim, then your *usual occupation* is any occupation that you are reasonably capable of performing having regard to your education, training or experience.

Waiting Period means the period you must wait before the *monthly benefit* becomes payable under your *policy*, and is set out in your *policy schedule*.

At application you can choose a *waiting period* of 30 days or 60 days. During the *waiting period* you must be unable to perform your *usual occupation* due to a *serious illness or injury*. The *waiting period* begins on the date you first consult a registered *medical practitioner* for the *serious illness or injury*. At the end of the *waiting period*, if you are still suffering from a *serious illness or injury*, you will be able to receive *monthly benefit* payments, paid in arrears. No *monthly benefit* is payable for the *waiting period*.

The Children's Care benefit *waiting period* is 30 days in the event of the child's *illness* and 14 days in the event of the child's *injury*.

Contact Us



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