

# AAMI INCOME PROTECTION INSURANCE

Combined Product Disclosure Statement and Financial Services Guide

Issue date: 31 March 2025





This product and Product Disclosure Statement (PDS) is issued by TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL Life). TAL Life is not part of AAMI. TAL Life uses the AAMI brand under licence.

# About this document

The AAMI and TAL group companies have entered into an agreement for TAL Life to issue Income Protection Insurance under the AAMI brand (AAMI Income Protection).

This document is designed to help you decide whether to buy AAMI Income Protection Insurance. This document comprises the Product Disclosure Statement and Policy Document (together referred to as the PDS) and Financial Services Guide (FSG). The PDS contains information about the product's key features, premiums, policy benefits and limits, risks and the complaints handling procedure and sets out the terms of the policy. The FSG outlines the financial services offered, including the fees and commissions, and is designed to assist you in deciding whether to use any of the financial services we offer. We are required to give you an FSG if we provide certain financial services to you.

The information in this document is general information only, which means it doesn't consider your individual objectives, financial situation or needs. Therefore, before acting on this information you should consider how appropriate this product is for you and carefully read this PDS before making a decision whether to buy this product. You may wish to consider seeking advice from a financial adviser or compare the product with products offered by other insurers.

If you take out a policy, please keep a copy of this document with your policy schedule in a safe place as, together with your application, they form the contract between TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL Life) and the policy owner. The PDS sets out all the terms and conditions for the policy and the policy schedule sets out your policy details and any additional terms and conditions applicable to you. Please read the PDS and the policy schedule carefully to understand how your policy operates and to ensure all your details in the policy schedule are correct. If there is any inconsistency between this PDS and the policy schedule, the full terms and conditions contained in the policy schedule will prevail to the extent of the inconsistency.

These documents will be required in the event of a claim. If the policy is altered at any time, including increases due to inflation protection, you will receive a new policy schedule confirming the changes.

All correspondence and notices about your policy will be sent to the email address you give to us unless you ask to receive this information in the post. You can nominate at any time to receive your policy correspondence by post instead of email. You should save or print a copy of any information or documents that we email to you and keep these in a safe place so that you can always refer to them. Some documents, such as your policy schedule, may be required in the event of a claim.

If you ever lose or misplace these documents and need another copy, just give us a call or send an email to customerservice@aamilifeinsurance.com.au so a replacement can be organised.

Your AAMI Income Protection policy does not acquire a cash value. It works just like your car and home insurance — it's not a savings plan. No premiums or refunds will be payable to you in the event of policy cancellation, except within the 30 day cooling-off period.

There are risks involved with taking out insurance and you should be aware of these. Please refer to page 40 for more information.

# Up to date information

All the information in this PDS is current at the time of issue. From time to time we may change or update information about our products. If the change is not materially adverse to you, we may notify you by way of a website update at aami.com.au/policy-documents. If you'd like a free printed copy of this information, please call us on 13 22 44.

If the change is a material or significant one, we will notify you within 3 months of the change occurring. We may also make improvements to your policy without any increase to your premium.

# About the distributor of this product and issuer of the FSG

TAL Direct Pty Limited ABN 39 084 666 017 AFSL 243260 (TAL Direct) distributes this product and is responsible for the FSG.

TAL Direct and TAL Life are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies (TAL).

### Understanding what we mean

In this document, references to 'you' and 'your' mean the life insured and/or the policy owner as the context requires. References to 'we', 'us' and 'our' mean TAL Life. When reading this PDS, please refer to the Glossary.

Some words and expressions have a special meaning which is explained in the Glossary.

The singular includes the plural and vice versa. Words of one gender include the other gender. Headings are only for convenience. Apart from the Glossary, headings don't affect the interpretation of the words of the policy.

You should be aware that some limitations and exclusions will apply under this insurance product. This means that in some cases we will not pay a claim or will pay a claim only in limited circumstances. Before you buy this insurance, please read this PDS carefully, including Section 5 - 'What isn't covered?'.

#### **Contents**

01. Taking out cover		
02. Choosing the right policy	11	
03. Benefit terms and conditions	16	
04. When does cover start and end?	21	
05. What isn't covered?	22	
06. Adjustments	23	
07. About your premiums	24	
08. Making a claim	30	
09. Important things you need to know		
about your cover	38	
10. Your privacy	45	
11. Glossary	50	
12. Direct debit service agreement	56	
13. Financial Services Guide	58	

# Why Income Protection?

When you work hard to give your family a good life, it's important to know that if you're ever out of action you can still provide for them and pay the bills. That's why AAMI Income Protection has made it easier for you to keep regular income coming in if you can't work due to sickness or injury. It helps your family continue with the lifestyle that you've planned for, while you focus on recovering.

AAMI Income Protection can help replace up to 75% of your income for a limited time if you're out of action due to sickness or injury. It's great to know you'll have that extra protection in place for life's twists and turns. You'll find everything you need to know about AAMI Income Protection in this easy to understand PDS.

These are the benefits you can expect:

Flexible	Take out insurance that you can tailor and adjust to your requirements.
Convenient	No complicated application process or medical exams required for Australian residents aged 18 to 60. AAMI Income Protection is designed to provide you with a quick decision on the outcome of your application, based on the information provided by you in a short application and you are not required to undergo any medical tests or exams to apply for this product.
Comprehensive	You can choose to insure up to 75% of your income up to \$10,000 a month.
Choice of claim benefit period	You can choose a claim benefit period of either 6, 12, 24 months or 5 years for sickness or injury.

#### Existing AAMI Customer Discount

If you hold other AAMI insurance policies such as car insurance, we will apply a 5% discount on your AAMI Income Protection premium for the life of the policy.

#### Life Insurance Premium Waiver

If you hold an AAMI Life Insurance and AAMI Income Protection policy, the premiums for your AAMI Life Insurance policy will be refunded with your AAMI Income Protection monthly benefit payments for up to 3 months while the life insured is out of action and receiving AAMI Income Protection benefits.

#### Qualifying Period - mental health related conditions

Cover for mental health related conditions commences 6 months after the Cover Issue Date including any increases in cover. The claim benefit period is limited to 2 years in total over the life of your policy or the claim benefit period for your policy, whichever period is shorter.

#### Optional benefit available

#### Accident Benefit Option

This option which can be purchased at an additional cost backdates benefit payments to the start of the 14 or 28 day claim waiting period if you're out of action due to an accidental injury. This benefit is not available on policies with a 60 or 90 day claim waiting period.

If you receive other payments (such as sick leave, any workers' compensation, benefits from other insurers or claims made under any Australian legislation or common law or social security) during a period where you are claiming on your insurance, we may reduce your payment – but only if the combined amount of your AAMI Income Protection Insurance benefit and the other payments are more than 75% of your monthly income. Please see Section 6 on page 23 for further information.

# 1. Taking out cover

# Your duty to take reasonable care not to make a misrepresentation

### About the application

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can cover you, and if so on what terms and for what premium.

We will ask questions we need to know the answers to. These will be about your personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information you give us in response to our questions is vital to our decision.

If your application is accepted, the Policy will be a consumer insurance contract.

## The duty to take reasonable care

When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into.

A misrepresentation is a false statement or answer, a statement or answer that is only partially true, or a statement or an answer which does not fairly reflect the truth.

When determining whether you have taken reasonable care not to make a misrepresentation, we may have regard to a range of matters. This will include your particular characteristics or circumstances of which we were aware or ought to have been reasonably aware of.

This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

#### What can happen if the duty is not met?

If the duty is not met, this can have serious impacts on your Policy. Your Policy could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

#### What can we do if the duty is not met?

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the *Insurance Contracts Act* 1984 (Cth). These are intended to put us in the position we would have been in if the duty had been met.

For example we may:

- avoid the Policy (treat it as if it never existed);
- vary the Benefit amount; or
- vary the terms of the Policy.

Whether we can exercise one of these remedies depends on a number of factors, including:

- what we would have done if the duty had been met –
  for example, whether we would have offered you a Policy,
  and if so, on what terms;
- whether the misrepresentation was fraudulent; and
- in some cases, the type of cover and how long it has been in place.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

#### We may require further information

When considering your application, we may require further information, including but not limited to medical, employment, and financial records, to determine whether we are able to offer you cover and on what terms. We may require you or the Life Insured to provide this further information to us. Alternatively, we may require an authority to obtain this information from one or more third parties, for example a treating medical practitioner, employer or accountant.

If you or the Life Insured do not provide the information that we require, or do not authorise us to obtain the information we require from one or more third parties, we may not be able to assess the application or provide you with a Policy or Plan.

#### We may verify your compliance with your duty

We may verify whether what you or the Life Insured told us when applying for cover was accurate and complete, including in the course of assessing any claims made under the Policy. For example, we may do this by comparing what you told us with information contained in medical, financial, employment and other records.

We may require you or the Life Insured to provide these records to us. Alternatively, we may require an authority to obtain these records from one or more third parties. If the records we require are not provided, or we do not receive the necessary authority to obtain the records that we require, it may impact our ability to assess or pay a claim made against the Policy.

# Who can apply?

If you're an Australian resident aged 18 to 60, working a minimum of 20 hours a week and generating an income, you can request more information and take out AAMI Income Protection insurance over the phone or online. Just call 13 22 44 or go to aami.com.au/policy-documents for more information

# 2. Choosing the right policy

# Step 1: Choose the right plan options for you

Income protection is designed to help replace some of your income if sickness or injury prevents you from working.

Everyone's lifestyle and circumstances are different, and that's why our AAMI Income Protection Insurance is flexible with your choice of benefit amount and how you choose to pay premiums.

You can cover up to 75% of your income, to a maximum of \$10,000 a month, with Comprehensive Income Cover.

If you receive other payments (such as sick leave, any workers' compensation, benefits from other insurers or claims made under any Australian legislation or common law or social security) during a period where you are claiming on your insurance, we may reduce your payment – but only if the combined amount of your AAMI Income Protection Insurance benefit and the other income is more than 75% of your monthly income. Please see Section 6 on page 22 for further information.

Under Comprehensive Income Cover, if you're eligible for benefit payments for claims for mental health related conditions, the claim benefit period is limited to the lesser of 2 years in total over the life of your Policy or the claim benefit period, whichever is shorter.

Here's a snapshot of the benefits and options of AAMI Comprehensive Income Cover:

	AAMI Income Protection
	Comprehensive Income Cover
Age at application	18-60
Policy expiry	Policy anniversary after your 65th birthday.
Maximum Out of Action Benefit	\$10,000 per month. Up to 75% of your income.
Claim waiting period Refer to page 14	<ul><li>14 days</li><li>28 days</li><li>60 days</li><li>90 days</li></ul>
Claim benefit period Refer to page 14	<ul><li>6 months</li><li>12 months</li><li>24 months</li><li>5 years</li></ul>
Qualifying period – mental health related conditions	<ul> <li>Cover for mental health related conditions commences 6 months after the Cover Issue Date including any increases in cover.</li> <li>The claim benefit period is limited to 2 years in total over the life of your Policy or the claim benefit period for your Policy, whichever period is shorter.</li> </ul>
Availability	<ul> <li>Online &amp; telephone for Australian residents aged 18 to 60 working 20 or more hours a week.</li> <li>Cover available for pre-existing medical conditions &amp; mental health related conditions, subject to you satisfying health and lifestyle criteria.</li> <li>Proof of monthly income required when making a claim.</li> <li>Exclusions &amp; limitations apply.</li> </ul>
Accident Benefit Option Refer to page 16	Available for 14 or 28 day claim waiting period (optional extra cost cover).

# Step 2: Choose the amount of cover

For Comprehensive Income Cover, you can select cover up to 75% of your income (net of expenses incurred in earning that income and excluding Investment Income), to a maximum of \$10,000 per month for sickness or injury.

Under Comprehensive Income Cover, if you're eligible for benefit payments for claims for mental health related conditions, the claim benefit period is limited to the lesser of 2 years in total over the life of your Policy or the claim benefit period, whichever is shorter.

We calculate income as your before tax average monthly earnings in the 12 months preceding your sickness or injury. If you're self-employed, your business expenses are excluded from your before tax earnings to calculate your income. Please see the Glossary on page 50 for the definition of earnings.

If you receive other payments (such as any workers' compensation, benefits from other insurers or claims made under any Australian legislation or common law or social security) during a period where you are claiming on your insurance, we may adjust your payment – but only if the combined amount of your AAMI Income Protection Insurance benefit and the other payments are more than 75% of your monthly income.

When choosing the amount of cover, as well as considering your family's monthly expenses (factoring in any quarterly or yearly bills, such as rates or school fees), it's a good idea to also keep in mind that above your usual costs, your cover is to keep your family safe during unusual circumstances. You may want to factor in costs that would be incurred in recovering from a sickness or injury.

And don't worry about changes in your circumstances — we know these happen. Alterations to your AAMI Income Protection policy may be able to be made, subject to you satisfying health and lifestyle criteria; for example, increase your cover when you get that pay rise you've been waiting for. If you require less cover because you reduce your hours of work, or start earning less, you may reduce your benefits too.

Any changes to your cover are subject to our sole discretion and agreement. Please contact us to understand if alterations to your policy are possible.

# Step 3: Choose the claim waiting period and claim benefit period

#### Claim waiting period

AAMI Income Protection offers options for how long you wait before benefits commence if you are unable to work.

With Comprehensive Income Cover you can choose a claim waiting period of 14, 28, 60 or 90 days for sickness and injury claims. The longer the claim waiting period you choose, the lower the cost of your cover.

Ordinarily, no benefits are payable for the claim waiting period. However, if you choose to add the Accident Benefit Option, you will receive benefits for the claim waiting period if an accidental injury leaves you Out of Action for longer than the claim waiting period.

Once we've confirmed that you've been continuously off work for the duration of your claim waiting period, you'll start receiving payments a month later, as they're paid a month in arrears.

#### Claim benefit period

The claim benefit period is the maximum amount of time you can receive payments when you are unable to work due to sickness or injury. These payments will continue as required up to the end of your chosen claim benefit period as long as all the other requirements of your entitlement to a benefit are satisfied. A policy with a longer claim benefit period will have higher premiums.

During the claim benefit period, you won't need to pay anything towards your AAMI Income Protection policy.

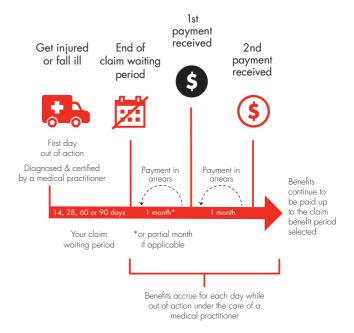
Once your payments start, we'll hold in credit any premiums you may have paid during the claim waiting period.

With Comprehensive Income Cover, you can choose a claim benefit period of either 6, 12, 24 months or 5 years for sickness or injury.

Under Comprehensive Income Cover, if you're eligible for benefit payments for claims for mental health related conditions, the claim benefit period is limited to the lesser of 2 years in total over the life of your policy or the claim benefit period, whichever is shorter.

For example, if your claim benefit period is 5 years, we will pay a benefit for a mental health related condition for a maximum of 2 years only.

This diagram illustrates how the claim waiting period works and when benefits are payable:



# Step 4: Add additional lives

You can add an additional life insured to your policy. If you add an additional life insured, you'll both receive a 5% discount on your Sickness and Injury Cover. This discount doesn't apply to the Accident Benefit Option.

# Step 5: Choose whether to add the Accident Benefit Option

#### **Accident Benefit Option**

Available with Comprehensive Income Cover, the Accident Benefit Option, which can be purchased for an additional cost, will backdate the benefit payment to the date of the life insured's accidental injury resulting in:

- the life insured being totally out of action for the duration of the claim waiting period;
- the life insured remaining totally out of action beyond the end
  of the claim waiting period and eligible to receive
  a benefit or partial benefit; and
- the total benefits paid on any claim is up to the maximum claim benefit period nominated on your policy.

The Accident Benefit Option is available to applicants taking out Comprehensive Income Cover with a 14 or 28 day claim waiting period only.

# 3. Benefit terms and conditions

With AAMI Income Protection, there's no small print or nasty surprises. We encourage our customers to make sure they understand all aspects of their income protection benefits, so here are a few things you need to know before you take out your cover.

Benefit means the monthly amount we will pay you upon a valid claim for the plan type shown on your policy schedule. To be eligible for a benefit under this policy, the life insured must suffer a loss of capacity to perform their usual occupation as a result of a sickness or injury first occurring after cover commences.

## Sickness and Injury Cover

#### Out of Action Benefit

The Out of Action Benefit begins to accrue after a life insured has been out of action solely due to sickness or injury for the entire claim waiting period. The benefit will be paid monthly in arrears, and for partial months, the amount paid will be at the rate of 1/30th of the benefit for each day the life insured is out of action after any applicable claim waiting period.

The Out of Action Benefit payable is the lesser of:

- the monthly benefit shown on the policy schedule; or
- 75% of the life insured's pre-tax monthly income during the 12 months preceding the sickness or injury that caused the life insured to be out of action.

less any adjustments that may be applicable.

The benefit will continue until the earliest of:

- the life insured no longer being out of action;
- the end of the claim benefit period for Sickness and Injury Cover as shown in the policy schedule;
- in the case of mental health related conditions, claims for mental health related conditions having been paid for the lesser of two years in total over the life of the policy or the Claim benefit period; or
- the termination date of the policy.

We will pay a benefit for a maximum of 3 months for any one claim whilst the life insured is and remains outside of Australia subject to the terms and conditions of this policy and on provision of medical evidence which is reasonably acceptable to us (in English). The benefit will then cease but can resume or continue once the life insured has returned from overseas (while the claim is still valid).

#### Returning to Work Benefit

The Returning to Work Benefit is intended to help you in your recovery from a sickness or injury by providing financial assistance while you ease back into work on reduced earnings.

It means you could return to work on a part-time basis. Or if self-employed, it means you can take on some of your former work or generate business for when you are able to return to work in a full capacity.

The Returning to Work Benefit only applies under Comprehensive Income Cover where the claim benefit period is either 24 months or 5 years.

The Returning to Work Benefit means that, solely because of the sickness or injury that caused the life insured to be out of action, the life insured:

- is working or capable of working in a gainful occupation, but in a reduced capacity;
- is under the ongoing care of, and following the advice of a medical practitioner; and
- has suffered a reduction in the ability to generate their average earnings for the 12 consecutive months prior to the start of the claim waiting period.

To be eligible for the Returning to Work Benefit, the life insured must have been out of action for the entire claim waiting period and have received at least one monthly Out of Action Benefit.

The Returning to Work Benefit to be paid will be:

$$\frac{A-B}{A} \times C$$

less any adjustments that may be applicable, where:

A = the life insured's monthly income;

B = the life insured's monthly earnings while claiming the Returning to Work Benefit; and

C = the lesser of the monthly benefit shown on the policy schedule or 75% of the life insured's monthly income.

If the life insured is not working or is suffering a loss of income for reasons other than sickness or injury, 'B' will be calculated on the earnings it would be reasonable to expect the life insured to earn if they were working to their full capacity.

We will take into account all medical and other appropriate evidence.

#### Concurrent claims

If a life insured suffers more than one sickness or injury at the same time, we will only pay one benefit under this policy, that being the highest benefit applicable to any one of the sicknesses or injuries.

#### **Recurrent Sickness and Injury Cover claims**

If, within 6 months of receiving a sickness or injury cover benefit, the life insured suffers from the same or a directly connected sickness or injury which caused the previous claim, the recurrence of that sickness or injury will be treated as a continuation of that previous claim. This means that subject to the terms and conditions of the policy:

- the claim waiting period does not apply to the recurrent claim;
- subject to ongoing evidence that the life insured is out of action, benefit payments will recommence monthly in arrears;
- all periods of claim from the same or related sickness or injury will be added together for the purpose of determining the remaining claim benefit period; and
- the claim benefit period selected by you, as noted on your policy schedule, is only payable once per claimed injury or sickness, including any recurrent claims, and it expires when the end of the claim benefit period is reached.

If you do not make a full recovery, no benefit will be payable for the same or a directly connected sickness or injury for which the previous claim was paid in full (i.e. for the entire claim benefit period).

If you make a Full Recovery, after 6 months from last receiving a Sickness or Injury Cover Benefit, any Sickness and Injury claim will be assessed as a new claim and will be subject to the Claim Waiting Period.

#### Inflation protection

Each year, except when a life insured is out of action or entitled to receive a Returning to Work Benefit (see page 16), your benefit will increase automatically at your policy anniversary to ensure that it keeps pace with rising costs in living.

We call this increase in your benefit inflation protection. Each year the Sickness and Injury Cover benefit will increase by the annual indexation factor on the policy anniversary until a life insured's Sickness and Injury Cover reaches \$15,000. Corresponding increases in premiums will apply, based on the premium rates that apply at that time. If you do not want an increase, tell us within 30 days of the policy anniversary and we will reverse the increase.

Where the indexation factor is negative, we will not apply a change to your level of cover.

Inflation protection increases will not apply if we are currently paying you a benefit in respect of a life insured.

Apart from when you are on claim, you may apply to increase the Sickness and Injury Cover at any time up to the maximum level/s then available. Any increases to the benefits will be subject to you satisfying health and lifestyle criteria and will not be payable until confirmed in writing by us.

#### Life Insurance Premium Waiver

If you have AAMI Life Insurance and AAMI Income Protection and you are receiving AAMI Income Protection benefit payments, the premiums for your AAMI Life Insurance policy will be refunded for up to 3 months. This feature will not apply if you are receiving monthly benefit payments under the Returning to Work Benefit.

#### **Accident Benefit Option**

The Accident Benefit Option, which can be purchased at an additional cost, applies if it has been selected by you and the benefit is shown on your policy schedule. The monthly benefit and the start of the claim benefit period will be backdated to the date of disability in the event of an accidental injury resulting in the life insured being out of action for the duration of the claim waiting period.

The Accident Benefit Option is available with Comprehensive Income Cover with 14 and 28 day claim waiting periods only. We will pay you up to a total of the maximum claim benefit period stated in your policy schedule per claim.

# 4. When does cover start and end?

#### Policy commencement

If we accept your application and you have paid the first premium, we will issue you a policy schedule. Your policy starts at the policy commencement date set out in your policy schedule.

# Mental Health Related Conditions (six month Qualifying Period)

For Comprehensive Income Cover, a 6 month qualifying period applies before cover for any mental health related condition commences. This means that no claim will be accepted for any mental health related condition of the life insured that occurs during the first consecutive 6 months of cover, or within 6 months of any increases in the benefit amount (but only in respect of the increased benefit amount). This includes signs or symptoms of a mental health related condition that first become apparent during the first consecutive 6 months of cover or increases in the benefit amount. This includes signs or symptoms of a mental health related condition that first become apparent during the first consecutive 6 months of cover or increases in the benefit amount.

#### When policy ends

Your policy ends when the earliest of the following events occurs:

- the policy anniversary immediately following the life insured's 65th birthday;
- the death of the life insured;
- your policy is cancelled due to:
  - non payment of premiums (following notice required by law being provided by us); or you making a fraudulent claim;
- the date we cancel the Policy following a request from all Policy Owners.

If you have not complied with your duty to take reasonable care not to make a misrepresentation and we avoid the Policy, this will mean that we cancel the Policy from the start and treat it as if it never existed.

# 5. What isn't covered?

Like all insurance policies, there are some things you can't claim for.

For Sickness and Injury Cover, no benefit will be payable under this policy if the event giving rise to the claim is caused by:

**Pregnancy:** normal and uncomplicated pregnancy, childbirth or miscarriage. For the purpose of this exclusion a normal and uncomplicated pregnancy includes (but is not limited to) any of the following:

- multiple pregnancy;
- participation in an IVF or similar program; or
- discomfort commonly associated with pregnancy such as morning sickness, backache, varicose veins, ankle swelling and bladder problems.

**Self-harm:** any intentional act of self-harm. This includes exposing yourself to risk of sickness or injury for any reason.

**Drug and alcohol related sickness or injury:** taking intoxicating liquor (however, we will pay a claim if you are at or under the legal blood alcohol limit for driving); or taking drugs (unless prescribed to you by a medical practitioner and taken in the correct dose).

Overseas travel: no payments will be made under Income Protection if the event giving rise to the claim is caused by you being in a country for which the Australian Department of Foreign Affairs and Trade (DFAT) or any successor government department or agency issued a 'Do Not Travel' warning advice prior to your travel to that country, and which continues to be in force during the time of your stay in that country.

**Criminal activity:** any Sickness or Injury that occurs directly or indirectly as a result of a criminal offence, or while committing or attempting to commit a criminal offence.

**In jail or lawfully detained:** any Sickness or Injury that occurs as a result of the Life Insured being in, or while the Life Insured is in, jail or lawful detention.

War and terrorism: terrorism, civil commotion or unrest; guerrilla or insurgent activities in countries outside Australia, if the Australian Government has advised you to not travel to that country; war, or an act of war.

**Other:** any other specific exclusion agreed with you first and as listed in the policy schedule.

# 6. Adjustments

Adjustments may apply to payments under the Out of Action Benefit or Returning to Work Benefit. A reduction to your Out of Action Benefit or Returning to Work Benefit will only be made if you receive or are due to receive any other payment or other payments (including on a periodic or lump sum basis). If an adjustment applies, it will be to ensure that the Out of Action Benefit or Returning to Work Benefit plus the other payments including earnings is not greater than 75% of your monthly income.

If any other payment (defined below) is received or payable as one or more lump sum payments, the lump sum payment(s) will be converted to a monthly amount on the basis of 1% of the lump sum for each month that a benefit is paid or payable to you. The benefit will be calculated taking this figure into account for a maximum of 8 years.

Other payment means any payment or payments received or payable:

- from any other individual or group income protection policy;
- under social security laws; or
- pursuant to any workers' compensation or accident claim
  made under any state or federal legislation or under common
  law where these other payment(s) relate to a condition
  covered by your policy and the amount of
  these other payments do not account for benefits paid
  or payable under your policy.

Other payment also includes any sick leave payments received from your employer. Note that an adjustment will only be made in respect of sick leave payments received. You do not need to use up all your sick leave entitlements before claiming on your policy.

If an adjustment is made to reduce your payments under the Out of Action benefit or Return to Work benefit we will not refund any portion of the premiums you have paid.

# 7. About your premiums

#### What are the costs?

The cost of your policy depends on a range of factors, including but not limited to the type of cover, your age and sex, whether or not you smoke, the length of time you have had your policy and how often you choose to pay your premiums. We may also take your occupation, health, income, personal pastimes, lifestyle and other factors into account in determining insurance premium amounts.

We ask for this information so that the premiums we charge take into account the different levels of risk presented by different customer groups.

Your premium is calculated based on your age at each policy anniversary and the length of time you have had your policy. Premiums will generally increase as you age and with the length of time you hold your cover. The increases will generally be more significant as you get older.

Sometimes discounts may apply to certain policies; however, these may not apply for the full term of your policy.

Once we know a little bit about you and the cover you require, we can provide you with an indicative quote for your premium. The quoted premium may change once we have all the information we require to complete our assessment of an application for cover.

All premiums are payable in advance, by the due date shown in your policy schedule. We will inform you of the premium payable in subsequent years before each policy anniversary.

# When do you or do you not have to pay?

The premium is due on the date and at the frequency shown in the policy schedule. All premiums are payable by the due date shown in your policy schedule (unless otherwise advised). You can change the frequency of premium payments at any time. If you are paying by direct debit, the premium will be deducted from the account that you have authorised us to debit, on the agreed date and frequency. If the agreed date falls on a weekend or public holiday, the deduction will be made on the next business day.

We will waive the premium for the respective life insured while that life insured is out of action and we are paying a Sickness and Injury Cover benefit or Returning to Work Benefit.

If the premium has been paid while a life insured is out of action, the payment will be credited towards the next premium due following the end of the benefit payment/s.

# **Changes in premiums**

Premiums are not guaranteed. Your premium will change when any of the following events occur:

- your premium will increase each year in accordance with your age and any increase to your benefits, such as inflation protection increases in cover amounts;
- if you make any changes to your Policy;
- if your benefit amount is increased or decreased;
- if you add or remove a cover or option;
- any discount that applies changes or ceases, including because you make changes to your Policy;
- if there are changes in government duty or taxes and we choose to pass on these additional costs. If this happens, we will give you 30 days' written notice; or
- we choose to increase the underlying premium rates on our AAMI Income Protection portfolio. Please see below.

## We can change our premium rates

The cost of your cover is not guaranteed to remain the same each year. We can change the premium rates we use to determine your premium.

Decisions to change premium rates do not occur because of changes to an individual customer's own circumstances, but rather are determined in relation to the group of customers that we insure.

We will act reasonably when making decisions to change our premium rates and will only make changes to the extent reasonably necessary to protect our legitimate business interests.

Our premiums are determined so that the total premium for our group of insured customers is sufficient to cover our expected future claims costs, meeting our associated costs of doing business and margins in providing cover to you.

We review associated factors on an ongoing basis which may include, but are by no means limited to, our assessment of regulatory or legislative requirements, our operating costs or the commercial environment. These are only some examples of factors that we may consider, and others may apply. The outcome of any premium review performed by us may result in a change to the premium rates we charge you. If we change the premium rates, you will be advised of the change to your premiums at least 30 days before the change takes effect.

If your premiums increase, you will always have the option to reduce the premium by reducing your cover, subject to any minimum premiums or sum insured applicable to your policy.

You will also always have the right to cancel your cover, at any time and for any reason, including a premium increase. There may be other options available to help you manage the cost of your cover. Please call us for assistance. There are no cancellation fees or penalties for cancelling your policy.

Your policy cannot be singled out for a change in how premium is charged because of an adverse change in the health or circumstances of the life insured after the policy commencement date.

# **Payment frequency**

You can pay your premium fortnightly, monthly or annually via a direct debit from your nominated account or credit card. If you pay annually, you get 12 months of cover for the price of 11.

The total first year premium, or the first instalment of the premium you must pay is shown in your policy schedule.

We also provide you with a payment schedule, which lists the regular payment dates for the coming year. This schedule is included with your policy schedule.

You can change the frequency of premium payments at any time. An updated payment schedule will be sent for your records.

# **Payment method**

Premiums may be paid by:

- direct debit: or
- credit card.

If you are paying by direct debit or credit card, the premium will be deducted from the account that you have authorised us to debit, on the agreed date and frequency. Depending on weekends and public holidays, the deduction will be made on the next business day. If we are unable to debit on the agreed date due to insufficient funds we will, subject to the relevant debit authority, attempt to debit again.

## Unpaid premium and premium dishonours

To ensure your cover continues you must pay your premiums when due.

If you don't pay the premium when due or the premium deduction from your account can't be made, then:

- if the unpaid premium is the first premium, the policy will be cancelled and treated as if it had not existed at all.
- if the unpaid premium is a premium other than the first premium, we will allow 30 days from the due date to make this payment. If we have not received payment by this time, we will send you a notice telling you that we will cancel your policy if the premium then due is not paid by the date shown in the notice. This date will be at least 28 days from the date of the giving of this notice. If you do not pay the premium by that date, we will cancel the policy.

If any benefit under the policy becomes payable, any unpaid premium due to us will be deducted from the benefit paid to you. No benefit will be paid for insured events occurring after this policy is cancelled.

# What happens if I stop paying?

Your cover is only valid while premiums are paid when due, so if you stop paying, your cover will end in accordance with the process outlined above in the 'Unpaid premium and premium dishonours' section. As AAMI Income Protection is an insurance policy, not a savings plan, it works in the same way as other insurance policies, such as car insurance. If you stop paying or cancel outside of the first 30 days, there will be no refund of any of the money you've paid in premiums.

If you are having trouble meeting your premium payments, we may be able to offer you options to assist. Please call us to discuss the options that might be available to you.

If your policy is cancelled due to non-payment of premiums (following notice from us required by law), you may contact us if you wish us to consider issuing you with a new policy. Any new policy will be subject to the terms and conditions then applying. Your application for a new policy will be subject to acceptance by us.

#### **Taxation**

If you are considering the tax implications of purchasing and receiving benefits under AAMI Income Protection, it is important you seek independent, professional taxation advice. The complexity of taxation laws and rulings is such that this advice should be specific to your circumstances. For comprehensive advice regarding the taxation implications of paying premiums or receiving any of the benefits under the policy that takes into account your personal circumstances, please contact a registered tax agent, tax (financial) adviser or the Australian Taxation Office.

The following general information only applies to Australian resident individuals who are both the policy owner and the life insured and the recipient of any benefits. It is based on the Australian tax law as at the date this PDS was prepared. The tax law and its interpretation are subject to change.

Premiums paid for insuring against loss of your income should generally be tax deductible and benefit payments received which substitute for your income should generally be assessable income for tax purposes.

There are no premiums payable for the Life Insurance Premium Waiver benefit.

Where the law requires an amount to be withheld or deducted from a benefit payment, we will withhold or deduct the required amount from the payment and forward it to the relevant authority.

AAMI Income Protection is treated as input taxed under the Australian Goods and Services Tax (GST) law and premiums are not subject to GST. The premium rates are inclusive of any GST costs incurred in relation to the policy. An input tax credit will not be available to the policy owner.

#### **Government duties**

We reserve the right to pass on to you any Government duties, taxes or other charges that are or become payable by us or you in respect of this policy.

#### Premium and commission

TAL Life may pay commissions and other benefits to AAMI and/or TAL Direct. Any amounts paid are factored into the cost of your policy. AAMI and/or TAL Direct will provide details of the benefits they will receive in the FSG given to you.

# 8. Making a claim

## How do I make a claim if I ever need to?

AAMI Income Protection helps take the financial difficulty out of what can be a very stressful time. That's why we've kept the process as straightforward as possible.

To claim a benefit, we require claim documentation in support of benefit entitlement. We may ask for additional information to ensure that the terms and conditions of the policy as set out in this PDS are satisfied

#### Step 1

If you need to make a claim, please contact us on 1300 450 322 as soon as you know you will be out of action for longer than your claim waiting period. We strongly encourage you to contact us at the earliest possible opportunity. A delay in notifying us may mean it could take longer for us to process your claim, as it may be difficult for us to access the information we need to finalise our decision.

You or your legal representative will need to provide us with claim details and our claims staff will provide you with a list of all requirements needed to assess your claim. We will help you understand the claims process, what to expect for the assessment of your claim and to make the claim as easy as possible for you.

AAMI Income Protection Claims

Phone: 1300 450 322

Mail: Claims Department, AAMI,

Reply Paid 5380, Sydney NSW 2001

Email: claims@aamilifeinsurance.com.au

#### Step 2

You or your legal representative will need to collate all the relevant information and return it to us together with proof of the condition, your income and any other requested documents we need to validate the claim. Depending on the claim, we'll let you know if any additional requirements (including employment and other relevant financial and health records) are needed once the initial information is reviewed.

#### Step 3

Every month that you are unable to work you may need to complete and send us progress claim forms so that we know you are still entitled to receive a benefit.

Usually, you are responsible for any costs of providing the initial and ongoing claim information or documents to support your claim. However, if your circumstance requires anything above our standard processes, we'll pay for any costs incurred in meeting those requirements or we will contact the relevant parties on your behalf.

# Duty to take reasonable care not to make a misrepresentation

Claims may be declined in whole or in part and the Policy may be avoided or varied where a Life Insured fails to comply with the duty to take reasonable care not to make a misrepresentation, as stated in Section 1 – 'Your duty to take reasonable care not to make a misrepresentation' on page 8.

We may verify whether what you or the Life Insured told us when applying for cover was accurate and complete in order to assess your claim and to be satisfied of our liability under the Policy. For example, we may do this by comparing what you told us with information contained in medical, financial, employment and other records. We may require you or the Life Insured to provide these records to us. Alternatively, we may require an authority to obtain these records from one or more third parties. If the records we require are not provided, or we do not receive the necessary authority to obtain the records that we require, it may impact our ability to assess or pay a claim made against the Policy.

Refer to Section 1 'Your duty to take reasonable care not to make a misrepresentation' on page 8 of this PDS for details of your duty to take reasonable care not to make a misrepresentation.

#### Fraudulent claims

We may refer any suspected fraudulent claims or illegal activity to the relevant law enforcement authorities and will, to the extent permissible by law, seek to recover any monies paid, expenses or damages incurred in obtaining such evidence as may be required to protect our rights. If you make a fraudulent claim under your Policy or another policy you have with us, then to the extent permitted by law we may cancel your Policy and we may refuse payment of your claim.

### Information we will need

You or your legal representative must provide us, at your own expense, with any completed claim forms, information or certified copies of documentation supporting the claim that we reasonably require. We will contact you within a reasonable time from the date you submit of your claim and inform you of any additional information and/or documentation that we require in order to assess your claim.

We require the following for all claims:

- certified copy of proof of age of the life insured;
- certified copy of identification document of the policy owner; and
- initial or progress claim form (as relevant in the circumstances).

# **Authority to obtain information**

To obtain all relevant evidence and records to assess your claim and our liability under your Policy, we will request that you or your legal representative provide us with relevant medical, financial, employment and other records about you. We may also request that you or your legal representative provide consent or grant us authority to obtain access to such records.

This includes both information and records which are relevant to determining whether you complied with your duty to take reasonable care not to make a misrepresentation when you applied for, reinstated or modified your Policy, and information and records that we reasonably require to assess your claim.

For example, we may require information and records from Medical Practitioners who have treated you in relation to a condition giving rise or contributing to your claim, and historical medical records which are relevant to determining whether you complied with your duty to take reasonable care not to make a misrepresentation when you applied for, reinstated or modified your Policy.

If you do not provide the relevant records or you do not provide consent or authority for us to obtain the relevant records, it may impact our ability to provide you with a Policy or assess our liability under your Policy (in which case we may not pay a claim).

We will require proof of the sickness, injury or event for which a claim is being made, supported by (but not limited to):

- evidence of the date and location of where the event leading to the injury occurred (if applicable);
- appropriate evidence from a medical practitioner, including confirmatory investigations such as clinical, radiological, histological and laboratory evidence;
- confirmation that any surgical procedures are medically necessary and usual treatment for the condition;
- proof of payment, when a claim for reimbursement is being made;
- confirmation of payments received from other sources (including other insurers) for the claimed condition; and
- if applicable, proof of income for the last 12 months and/or last financial year.

## **Financial requirements**

We will advise you if you are required to provide:

- verification of the life insured's earnings stated in the application; and/or
- verification of the life insured's earnings, business income and business expenses for the period before and after the event giving rise to your claim; and/or
- an audit of the life insured's business and personal financial circumstances as often as is required. This may include auditing documents that constitute a legal claim requirement such as business and personal taxation returns and profit and loss statements.

We may require you to provide us with copies of the tax returns lodged with the ATO or other financial documentation which verifies your earnings during a period for which we have paid an AAMI Income Protection benefit. We must receive this information within a reasonable timeframe.

We may recalculate the amount of the AAMI Income Protection benefit that we would have otherwise paid if your earnings were averaged over the relevant claim period, and either:

- pay any underpayment of AAMI Income Protection benefit;
- recover any overpaid AAMI Income Protection benefit in full; or
- reduce the amount of any future AAMI Income Protection benefit payable until the excess amount paid has been recovered.

### **Occupation requirement**

You will be advised if you are required to provide verification of your occupation, including the breakdown of all the duties that you performed prior to ceasing work as a result of sickness or injury. If you are self-employed, your occupation will also take into consideration the duties required in running your business or a similar business. This information will be used to assess your ability to perform your occupation.

### Claim requirements at our expense

We reserve the right to obtain any additional information that we deem necessary. Should we request any further information in excess of the initial and progress claim requirements in order to assess your entitlement to benefit, these requirements will be met at our expense.

Depending on the type of claim, you may be required to provide or participate in some or all the following:

- additional medical examination(s) which may involve imaging studies and clinical, histological and laboratory evidence to confirm the occurrence of the condition;
- confirmatory assessment and diagnosis of current functional and vocational capacity by a qualified medical practitioner or an appropriately qualified of person selected by us, acting reasonably;
- access to details of the life insured's previous medical consultations; and
- interviews with various parties including you, in relation to your claim by a member of our staff or someone appointed by us, as often as is required.

# Need to continually follow the advice of a medical practitioner

Claim payments will be contingent on the life insured being under the regular care of and following the advice of a medical practitioner, including recommended courses of treatment and rehabilitation.

# **Payment of claims**

We will pay your claim once we have received all the claim requirements and established proof which we reasonably consider is acceptable to us, of your entitlement to be paid a benefit under this policy.

If, while out of action, a life insured, under the regular care of and following the advice of a medical practitioner, travels to or resides overseas, benefit payments will only be made for a maximum of 3 months while the life insured remains outside Australia. The benefit can resume or continue once the life insured has returned from overseas (while the claim is still valid).

# Misstatement of age

If the age of the life insured has been understated on the application for this policy, then the benefit payable in respect of a life insured will be recalculated based on the benefit that the premium would have purchased if the correct age had been provided. If the age of the life insured has been overstated, we will refund any excess premium paid. Where the terms and conditions of a benefit vary by the age of the life insured, the correct age of the life insured, if applicable, will be used to determine whether a benefit is payable.

We may also vary the end date of the policy to what it would have been had the correct date of birth been provided by the life insured.

# When we will not pay a claim, in whole or in part

We are not liable to pay a claim or may reduce a benefit arising from or in any way connected with anything we have specifically excluded or adjusted in the policy schedule.

If your policy was purchased to replace an existing income protection policy, until the other income protection policy is cancelled, no claim will be paid under your income protection benefit. If the previous income protection policy is not cancelled and a claim occurs, any premiums paid to us will be refunded and no benefit will be paid.

So there is no misunderstanding, we will also not pay a claim where:

- your claim does not meet the relevant Policy terms and conditions (including any applicable special conditions shown in the Policy Schedule) for a Benefit to be paid;
- you did not take reasonable care not to make a
  misrepresentation to the insurer when you applied for,
  reinstated or varied your Policy or plan type, and we apply
  an appropriate remedy available under the *Insurance Contracts Act*1984 (Cth). See section 1 for further details;
- we do not receive all information we reasonably require to assess your claim or compliance with your duty to take reasonable care not to make a misrepresentation; or
- there is insufficient evidence to support your claim.

Your policy is subject to the applicable laws of Australia including the *Insurance Contracts Act 1984* (Cth). For example, under section 54 of the *Insurance Contracts Act 1984* (Cth), if the effect of your policy is that we may refuse to pay your claim or reduce your benefit due to some act or omission by you or someone else that occurs after your policy commences, we may:

- refuse to pay your claim, but only to the extent that such act or omission could reasonably be regarded as having caused or contributed to the loss which gives rise to your claim; or
- reduce the amount of your benefit, but only by an amount that fairly represents the extent to which our interests are prejudiced by the act or omission.

There may be circumstances where the act or omission was necessary to protect a person or property, or it was not reasonably possible to avoid the act or omission. In those circumstances we may not refuse to pay the claim, only because of that act or omission.

# Important things you need to know about your cover

We encourage our customers to make sure they understand all aspects of their AAMI Income Protection, so here's what you need to know before and after you take out your cover.

# How we communicate with you

All correspondence and notices about your policy will be sent to the email address you give to us unless you ask to receive this information in the post. You can nominate at any time to receive your policy correspondence by post instead of email. You should save or print a copy of any information or documents that we email to you and keep these in a safe place so that you can always refer to them. Some documents, such as your policy schedule, may be required in the event of a claim.

# If you change your mind (cooling-off period)

We offer a 30 day money back guarantee, giving you time to review your policy, and make sure it's the right one for you. This is commonly referred to as a cooling-off period. If you cancel your policy within 30 days of the policy commencement date and you haven't made a claim, we'll refund the premium you've paid.

You can cancel your policy at any time after the cooling-off period. Cancellation is effective immediately upon your request, which means you're no longer covered after that. If you've paid an annual premium and cancel your cover during the year, we'll refund the unused portion of the premium you paid.

#### More than one life insured

You can have more than one life insured on the same policy, subject to you meeting entry age requirements, satisfying health and lifestyle criteria. Each life insured can have a different amount of AAMI Income Protection cover.

All lives insured will be shown individually on your policy schedule along with their respective premium.

If more than one life insured is covered under this policy, a reference to a life insured means each respective life insured individually.

You may apply to add a new life insured to your policy after the policy commencement date, subject to the life insured meeting entry age requirements, and satisfying health and lifestyle criteria, where applicable. If a new life insured is added, a new policy schedule will be sent to you listing all the lives insured covered under the policy, effective as of the issue date of the policy schedule.

The 30 day cooling-off period only applies when the policy is first issued. No further cooling-off period applies when a life insured is added to an existing policy.

## Alterations to existing cover

We understand that circumstances change, and you may need to make changes to your cover. You may be able to make the following changes:

- update your contact details;
- add or remove a life insured:
- increase or decrease your benefit amount;
- increase or decrease your claim waiting period and claim benefit period:
- add or remove optional cover;
- change the premium frequency or the date we debit your bank account or credit card: and
- change how you pay your premiums.

You may increase the AAMI Income Protection benefit amount for each life insured up to the maximum monthly benefit amount prior to the life insured reaching 60 years of age, subject to the life insured satisfying health and lifestyle criteria. Premiums for the increased portion of cover will be based on the premium rate applying for the life insured's age at the time of increase.

Alterations to your policy may have an impact on your premium.

Any changes to your cover are subject to our sole discretion and agreement. Please contact us to understand if alterations to your policy are possible.

#### No cash value

Your AAMI Income Protection policy does not acquire a cash value. It works just like your car and home insurance – it's not a savings plan. No premiums or refunds will be payable to you in the event of policy cancellation, except within the 30 day cooling-off period or as outlined within this document.

# Guaranteed continuation of cover

As long as you continue to pay your premiums when due, we guarantee to continue your policy each year until cover ends. This guarantee of continuation of cover applies regardless of any changes to your health or personal circumstances.

### **Currency**

All payments in connection with this policy must be made in Australian dollars.

# Statutory fund

The assets of TAL Life's Statutory Fund Number 1 will alone be liable for the payment of the benefits under this policy. You have no rights to the assets of TAL Life or any other TAL Life statutory fund.

#### **Sanctions Laws**

In limited cases, Australian and overseas laws prohibit ("sanction") payments to or from certain persons, and dealings in certain assets (including insurance policies). Where any law requires us, we will not provide cover under, accept premium for, or make a claim or other payment under the Policy, if any Policy Owner, Life Insured or nominated beneficiary:

- is listed on the Australian Department of Foreign Affairs and Trade or other applicable Australian or overseas sanctions list, or where dealing with such person or asset is otherwise unlawful;
- live in a sanctioned country; or
- requests payment to an account of a bank listed on any Australian or relevant overseas sanctions list or if such bank is located in a sanctioned country.

We are not liable to provide cover, accept premium, or make a claim or other payment if that would expose us to any prohibited sanction under any applicable law.

# Duty of utmost good faith

We and you have a duty of utmost good faith under this contract, which means that both of us must act with honesty and fairness when dealing with each other in relation to your Policy. Under the *Insurance Contracts Act 1984* (Cth), neither of us may rely on a term of your Policy, if such reliance would be to fail to act with utmost good faith.

#### **Variations**

This policy can only be changed by TAL in writing. No other person or company including an agent of TAL has the right to change any part of the policy.

# Special conditions and exclusions

It is important that you read the policy schedule to confirm the details are correct and to note any special conditions or exclusions which may apply to this policy.

#### **Risks**

There are risks involved with taking out insurance that you should be aware of. These include:

- you may not select the right insurance product and cover level for your needs;
- it is possible to pay more in premiums than the amount you are covered for;
- if you are replacing another insurance contract, you should consider the terms and conditions of each insurance contract before deciding to make the change;
- our policies do not contain a savings or investment component, which means that if you cancel your policy after the 30 day cooling-off period, you may not receive any money back; and
- you should consider if you have the financial capacity to
  fund the costs of cover, over the period you intend to hold
  the cover. This includes periods in which your financial
  capacity may change such as, but not limited to, changing
  employment circumstances, entering retirement or another
  change in your financial situation. You should form your own
  assessment of your capacity to fund premiums.

You should consider if the policy meets your needs both now and in the future. You may need to seek assistance from a financial adviser to assist you to determine if the terms are consistent with your objectives, financial situation and needs.

### Complaints process

We offer an internal complaints department to assist with any concerns you may have about your policy, our services or your privacy. If you have a complaint about your policy or our services, please contact us on the details below:

Telephone: 13 22 44

Email: customerservice@aamilifeinsurance.com.au

In writing: AAMI Income Protection

Reply Paid 5380 Sydney NSW 2001

We will attempt to resolve your complaint within 30 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

More information about our complaints process can be found in the AAMI Complaints Policy at https://www.aami.com.au/contact/life-complaint-handling-process

If an issue has not been resolved to your satisfaction or we do not respond to your complaint within 30 days, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

#### Life Insurance Code of Practice

We have adopted the Life Insurance Code of Practice (the Code) which sets out the life insurance industry's key commitments and obligations to customers on standards of practice, disclosure and principles of conduct for their life insurance services, such as being open, fair and honest. It also sets out timeframes for life insurers to respond to claims, complaints and requests for information from customers. The Code covers many aspects of a customer's relationship with their life insurer, from buying life insurance to making a claim, to providing options to those experiencing financial hardship or requiring additional support. More information can be found at aami.com.au/contact/code-of-practice

# **Contacting us**

If there's anything we haven't answered for you here, or even if there's anything you're not completely sure about, please don't hesitate to contact us on the details below:

Telephone: 13 22 44

Email: customerservice@aamilifeinsurance.com.au

In writing: AAMI Income Protection

Reply Paid 5380 Sydney NSW 2001

# 10. Your privacy

This Privacy Statement is given on behalf of both TAL Life and AAMI. In this section 'TAL Life' means TAL Life Limited ABN 70 050 109 450 and its related companies that assist it to provide its services, 'AAMI' means AAI Limited, a member of the Suncorp Group of companies, 'we /us' means TAL Life and AAMI collectively (or singularly/separately where the context requires) and 'you/your' means the life insured and/or the policy owner as the context requires.

Personal and sensitive information is collected from you or about you to enable us to provide insurance products or services to you. Further information may be requested from you at a later time, such as if you want to make alterations to your insurance policy or at claim time when financial and health information about you may need to be collected to assess the claim. If you do not supply the information that is required, then it may not be possible to provide the product to you or pay the claim.

# **Privacy policy**

The ways in which your personal information is collected, used, secured and disclosed are set out in the respective privacy policies which are available at tal.com.au/privacy and aami.com.au/privacy and are free of charge on request.

A privacy policy contains details about the following:

- the kinds of personal information that we collect and hold;
- how we collect and hold personal information (including sensitive information such as health and lifestyle information);
- the purposes for which we collect, hold, use and disclose personal information (including sensitive information);
- how our customers may access personal information about them which is held by us and how they can correct that information; and
- how we deal with any complaints that our customers may have regarding privacy issues.

# Contacting us about privacy matters

If you have any questions regarding privacy related matters, including how we manage your information, or a privacy related complaint, please contact us on the details below:

Telephone: 13 22 44

Email: customerservice@aamilifeinsurance.com.au

In writing: The Privacy Officer

AAMI Income Protection Reply Paid 5380

Sydney NSW 2001

TAL Life and AAMI rely on the accuracy of the information you provide. If you think the information held about you is incorrect, please let us know using the communication methods above.

# Additional information about privacy issues

The website of the Privacy Commissioner which is available at www.oaic.gov.au is a useful source of additional information about both the privacy rights of individuals and the privacy laws imposed on organisations like the providers of this product. This website also contains sensible steps that individuals can take to protect their information when dealing with organisations and when using modern technology. We take no responsibility for the contents of this government run website

## Access to information held about you

Under the current privacy laws and regulations, you are generally entitled to access the personal information held about you. To access that information, simply make a request in writing to TAL. This process enables us to confirm your identity for security reasons and to protect your personal information from being sought by a person other than yourself.

If for any reason your request to access and/or update your information is declined, you'll be provided with details of the reasons. In some circumstances it may be appropriate to provide copies of complex medical information to a treating medical practitioner (such as your GP) rather than directly to the customer so that the medical terminology can be explained.

There are some limited exemptions where you are unable to access the personal information held about you. These are not limited to but include the following circumstances:

- if the access would have an unreasonable impact on the privacy of other people;
- if the access request is frivolous or vexatious; and
- if giving access would be unlawful.

#### Disclosure of information

In processing and administering your insurance (including at the time of claim) your personal information may be disclosed to other parties such as organisations to whom the providers of this product outsource mailing and information technology, government regulatory bodies, as well as disclosed to and received from companies within the AAMI and TAL groups (if applicable). Your personal information (including health information) may also be disclosed to other bodies such as reinsurers, health professionals, investigators, lawyers and external complaints resolution bodies.

Generally, customer information will not be used or disclosed for any purpose other than providing the products and services unless:

- you consent to the use or disclosure of the information;
- the use or disclosure is required or authorised under an Australian law or a court/tribunal order; or
- the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body, e.g. the police.

Sometimes we need to get personal information from or provide it to parties located overseas for the purposes outlined in this privacy statement. For more information on this including a list of countries where personal information may be disclosed, refer to our respective privacy policies.

## Our marketing practices and opt-out

We and our related bodies corporate, affiliate companies and their partners, service providers and agents who operate and/or offer products (including life insurance) and services under the AAMI brand may use your personal information (including your telephone number and your email or other electronic addresses) to keep you informed about other products (including life insurance), services and offers which may be of interest to you.

We may do this by phone (where we have your valid consent), mail, email and SMS or other electronic messages. These consents shall remain in effect in accordance with relevant law or unless and until you notify us that you do not want to receive such direct marketing communications from the AAMI brand.

In order to keep you informed about products (including life insurance), services and offers which may be of interest to you as well as improving our products and services that we may provide to you, we collect your personal information from and disclose it to others (including between the AAMI and TAL group of companies) that provide us with specialised data warehousing, matching, trending or analytical services, as well as customer feedback, general marketing and product development services.

We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you. We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in AAMI, or our service providers already hold about you.

If, in relation to the AAMI brand, you do not wish to receive direct marketing communications including via telephone calls, or do not want your personal information to be used or disclosed for marketing purposes, please call us on 13 22 44 or email customerservice@aamilifeinsurance.com.au You can update your marketing preferences at any time.

# 11. Glossary

The Glossary defines expressions used in the PDS and the policy.

**Accidental injury or injury** means a bodily injury directly and solely caused by violent, external and visible means.

Intentional self-inflicted injuries and injuries which occurred prior to the Cover Issue Date are not covered.

**Australian resident** means an Australian or New Zealand citizen or Australian permanent resident, currently residing in Australia who has received the PDS in Australia.

**Bed confined** means the life insured is an inpatient in a hospital, or, if not in hospital, a medical practitioner has certified the life insured is required to remain in or near a bed for a substantial part of each day.

**Benefit** means the monthly amount we will pay you upon a claim accepted by us for the respective plan type on your policy. If a partial benefit is payable, the amount paid will be at the rate of 1/30th of the benefit for each day the life insured is out of action.

**Certified copy** means a copy of an original document that has been certified as a true and correct copy by a person who is authorised to witness a statutory declaration. Persons who are authorised to witness statutory declarations, under the Commonwealth Statutory Declarations Act 1959, include:

- Accountant (Chartered or Certified)
- Clerk of a Court
- Commissioner for Affidavits
- Commissioner for Declarations
- Dentist
- lustices of the Peace
- Legal Practitioner
- Magistrate
- Medical Practitioners
- Nurse
- Pharmacists
- Police Officer
- Post Office Manager
- Sheriff or Sheriff's Officer
- Teacher
- Veterinary Surgeon.

Claim benefit period means the maximum period for which a benefit is payable as shown in your policy schedule.

Benefit payments for mental health related conditions under Comprehensive Income Cover, are limited to 2 years over the life of your policy.

Claim waiting period means the continuous period of out of action time that must elapse before a benefit starts to accrue and/or become payable in respect of a life insured. The claim waiting period is shown in your policy schedule. It commences on the later of the date a medical practitioner first certifies the life insured as being out of action and the date the insured ceases work. No benefits are payable during the claim waiting period.

Comprehensive Income Cover means a plan type selected by you and shown on your policy schedule whereby during the application process, lifestyle and medical questions (underwriting) were asked by us and answered by the life insured. Based on the life insured's responses, cover may be declined or specific exclusions may be applied.

**Cover** means cover nominated under the plan type selected by the policy owner and which we have accepted in writing. The cover we have accepted will be shown in the policy schedule.

**Cover Issue Date** means the date a Benefit was added to your Policy. A Qualifying Period may apply. Cover for Mental Health Related Conditions commences only after the relevant Qualifying Period has ended unless otherwise specified.

#### Earnings means:

(a) if the life insured, directly or indirectly, owns all or part of the business in which his or her work is performed (ignoring shares in publicly listed companies), their share of income earned in the conduct of the business or profession, less their share of business expenses necessarily incurred in the conduct of the business or profession; or (b) if the life insured is an employee (and paragraph (a) does not apply), salary, wages, superannuation, bonuses and any other income considered part of the life insured's remuneration package, earned by him or her for services performed.

Income paid from other disability income policies, retirement plans, lump sum disability payments, rental income and Investment Income are some examples of income we would not consider part of earnings.

**Full recovery** means for a continuous period of 6 months, you have not been out of action.

**Gainful occupation, Gainful employment** means an occupation in which the life insured is working and as a result of the life insured's physical exertion generates monthly income.

**Immediate family member** means a spouse, de facto, partner (same or opposite sex), child, grandchild, parent, grandparent, sibling, aunt, uncle, cousin, niece or nephew.

Index and Indexation factor means the percentage increase in the Consumer Price Index (weighted average of eight capital cities combined) as last published by the Australian Bureau of Statistics or its successors in respect of the 12 month period ending 30 September in each year. The indexation factor will be applied from 1 January the following year. If this is not available by 15 November in any year, the percentage increase will be calculated by reference to another price index as TAL determines. Where the indexation factor is negative, we will not apply a change to your level of cover.

**Injury or Injuries** means an accidental bodily injury. The injury must be caused directly and solely by an accident.

**Investment Income** means profits or losses derived from investments including rent, interest, dividends, and capital gains.

**Life insured** means the person/s we have agreed to insure under this policy as shown in the policy schedule. Also described as 'you' or 'your'.

**Medical practitioner** means a person who is registered in Australia as a medical practitioner, other than:

- the life insured:
- the policy owner;
- a business partner, employer or colleague of the life insured; or
- an immediate family member of the life insured.

If practising other than in Australia, the medical practitioner must be approved by us, acting reasonably, and have qualifications equivalent to Australian standards.

Physiotherapists, nurse practitioners, and/or alternative therapy providers, chiropractors and acupuncturists, for example, are not considered by us to be medical practitioners.

**Mental health related condition** means a mental health illness, disorder or condition diagnosed by a medical practitioner that interferes with the life insured's cognitive, emotional or social abilities

**Monthly income** means the average monthly Earnings of the Life Insured in the 12 consecutive months prior to the start of the Claim Waiting Period, excluding Investment Income. We may accept the monthly average Earnings from the last tax year prior to claim if proof of the prior 12 months income is not available.

#### Other payment means:

(a) sick leave payments received from your employer; and/or

(b) any payment or payments received or payable:

- from any other individual or group income protection policy;
- under social security laws; or
- pursuant to any workers' compensation or accident claim made under any state or federal legislation or under common law where these other payment(s) relate to a condition or event covered by your policy and the amount of these other payments do not account for benefits paid or payable under your policy.

**Out of action** means the life insured is solely as a result of sickness or injury, as diagnosed by a medical practitioner and on his/her advice and in our reasonable opinion having regard to the diagnosis and any supporting medical evidence is:

- unable to attend or engage in his/her usual occupation;
- not working in or performing any occupation, whether income generating or not; and
- under the regular care of and following the advice of a medical practitioner, including recommended courses of treatment.

**Policy** means the legal contract between the policy owner and us. This document, the application (whether in writing, verbally or online), the policy schedule, and any special conditions or endorsements make up the policy.

**Policy anniversary** means each anniversary of the policy commencement date.

**Policy commencement date** means the date your policy started and is shown in your policy schedule.

**Policy owner** means the person/s shown in the policy schedule as the person/s to whom the policy has been issued. Also described as 'you' or 'your' as the context requires.

**Policy schedule** means the document which will be provided to you by us, containing details of the life/lives insured under this policy. The policy schedule includes the Confirmation of Personal Details and Additional Information sections of the pack issued to you after purchasing the policy. Your policy schedule will be updated by us as a result of:

- any changes you make to your policy and agreed to by us; and/or
- any changes made by us in accordance with these policy conditions.

**Qualifying Period** means a period of time during which no cover is provided under this Policy for Sickness, Injury or Mental Health Related Conditions. A Qualifying Period applies when you first take out Cover, and if you increase your monthly Benefit amount. Cover for Sickness, Injury and Mental Health Related Conditions commences only after the Qualifying Period has ended unless otherwise specified.

**Self-employed** means a life insured (or an immediate family member of the life insured), who is a business owner, sole trader, an employee of their own company or trust, or is in a partnership.

**Sickness** means an illness or disease that first manifests itself to the life insured after the Cover Issue Date or in the case of an increase to a benefit, after the commencement of the increase, and which is diagnosed by a medical practitioner.

**Underwriting** means the process that we use to assess the eligibility of a life insured to receive cover. Based on the life insured's responses, cover may be declined, or specific exclusions may be applied.

#### **Usual occupation** means:

- the occupation in which the life insured was engaged for 20 or more hours a week immediately prior to being Out of Action and for which regular remuneration was received; or
- any occupation for which the life insured is suited by reason of his or her education, training and/or experience.

We, us, our, TAL Life, the Insurer mean TAL Life Limited, ABN 70 050 109 450 AFSL 237848.

**You**, and **your** mean the Policy Owner and/or Life Insured as the context requires.

# 12. Direct debit service agreement

This direct debit service agreement is issued by TAL. It sets out the conditions for using direct debit to pay your insurance premiums. Please keep this agreement in a safe place for future reference.

#### How direct debit works

On the day your premiums are due, we send a request to your financial institution to debit the payment from your nominated account.

It usually takes between 1 to 3 days for the funds to be deducted — so make sure you keep enough money in your account during this time. If there are insufficient funds in your account to cover your premium payment, your bank may charge you a dishonour fee, and your insurance premiums will become overdue. TAL does not charge a dishonour fee for missed payments, but we may cancel your cover if your premiums remain unpaid.

### When we deduct your payments

Usually we'll deduct your payment on the day it is due. Here are the exceptions:

- weekends we'll deduct your payment the next business day, usually Monday; and
- public holidays— we'll deduct your payment the next business day. For public holidays that do not apply in all states, we'll deduct your payment the day it's due.

### Our promise to you

We promise to:

- give you at least 10 business days written notice of changes to this agreement; and
- keep your nominated account information confidential, except where conducting direct debits with your financial institution, or otherwise as required by law.

#### Your commitment to us

You agree that:

- you've given us the correct account details (please check a recent account statement to confirm);
- the account you've nominated allows direct debit payments;
- all account holders are party to this agreement; and
- sufficient funds will be available on the due dates to cover your direct debit payments.

## How to make changes

To make a change to your direct debit arrangement, please contact us on 13 22 44. We can help you with:

- changing your nominated account details;
- delaying, stopping or suspending any debits; and
- cancelling the agreement completely.

We'll need at least 2 business days notice before your next payment for these changes to take effect. If you delay, suspend, stop or cancel your direct debit payment, you'll need to make alternative payment arrangements to ensure your insurance cover can continue.

# 13. Financial Services Guide

This Financial Services Guide (FSG) is provided by TAL Direct Pty Limited ABN 39 084 666 017 (TAL Direct, the Licensee, we, us and our). TAL Direct holds an Australian Financial Services Licence (AFSL 243260) and is related to the insurer TAL Life Limited ABN 70 050 109 450, AFSL 237848 (TAL Life). TAL Direct and TAL Life are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies (TAL).

# **Purpose of this Financial Services Guide**

This FSG is designed to assist you in deciding whether to use any of the services we offer. It contains important information about:

- the services we are authorised to provide under our Australian Financial Services Licence (AFSL);
- the remuneration received by us and any other relevant parties;
- who we act for when providing the financial services;
- how we handle your personal information;
- our internal and external dispute resolution services; and
- our compensation arrangements.

TAL Direct is responsible for the content of this FSG and has authorised its distribution.

#### **Our services**

TAI Direct is authorised under its AFSI to:

- provide financial product advice on life risk, and superannuation to retail clients;
- provide general advice only on general insurance products to retail clients;
- deal in life risk, superannuation and general insurance products to retail clients; and
- arrange superannuation products for retail clients.

# About our representatives

A number of representatives have been appointed by TAL Direct to provide a financial service over the telephone and via webchat. These people have received specialist training to discuss the products we offer. They are only authorised to provide general advice. TAL Direct is responsible for any financial service provided by a representative over the telephone or via webchat.

# General advice warning

It's important that you understand and are happy with your purchase decision. Any advice you receive is general advice only and has been prepared without considering your objectives, financial situation or needs. Before acting on the advice, you should obtain a copy of the relevant Product Disclosure Statement (PDS) and consider it carefully before deciding whether or not to acquire the product.

#### Who we act for

TAL Direct is acting for itself when it provides a financial service.

When our representatives provide general financial product advice, or arrange for the insurer to issue policies, they act for TAL Direct.

TAL Direct has been authorised under an arrangement called a 'binder':

- by TAL Life, for life cover;
- to:
- enter into, vary or cancel insurance cover; and
- until 8 December 2021, manage, administer and settle claims; on behalf of the insurer as if it was the insurer. This means that TAL Direct is acting for the insurer in these circumstances. From 9 December 2021, TAL Direct will cease to manage, administer and settle claims on behalf of the insurer.

TAL Direct's authority is subject to the limits of authority agreed to with this insurer

The insurer's registered address is:

 TAL Life Ltd, Level 16, 363 George Street, Sydney NSW 2000

# Our associations and relationships

It's important that you are aware of the relationships we have with other service providers so you can decide on the services you wish to use. Given that we are a TAL group company, we are affiliated with TAL Life.

If our representatives provide general advice or recommend a product issued by a TAL group company, the TAL group company may benefit from this by receiving fees (including product, administration, investment or management fees) charged on that product. The amount and calculation of those fees are shown in the relevant PDS. Further, we and our representatives may also benefit if a TAL group company product is issued to you, or a TAL group company product you hold is varied, as a result of the general advice provided to you. You can request details of this remuneration from us before you apply for your TAL group product – see the 'How to contact us' section for details.

Companies in the TAL group may provide services and obtain fees and charges or other benefits from the product issuer or service provider if you obtain a product or service from a company in the TAL group. These relationships will be detailed in the relevant disclosure document. Where we enter into transactions with related parties, we operate in accordance with the related party protocols and TAL policies and procedures which require us to transact on terms that would be reasonable if the parties were dealing at arm's length.

# Dispute resolution process

If you have a complaint about your policy, our services or your privacy, please contact us on the details below:

Telephone: 13 22 44

Email: customerservice@aamilifeinsurance.com.au

In writing: AAMI Life Insurance

Reply Paid 5380 Sydney NSW 2001

We will attempt to resolve your complaint within 30 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint. More information about our complaints process can be found in the AAMI Complaints Policy at https://www.aami.com.au/contact/life-complaint-handling-process

If an issue has not been resolved to your satisfaction or we do not respond to your complaint within 30 days, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

AFCA is an independent body and its service to you is free. Different terms of reference are applied by AFCA depending on whether your complaint relates to a life insurance product or a general insurance product. Please refer to the AFCA website for details.

#### **Personal information**

Personal and sensitive information (together 'personal information') is collected from you to enable TAL Direct and the insurer to provide their products or services to you. Further information may be requested from you at a later time, such as during the underwriting assessment, if you want to make alterations to your insurance policy, or when you make a claim.

The way in which we collect, use and disclose your information is described in our Privacy policy which is available at tal.com. au, and is free of charge on request. If you have any questions or complaints relating to your privacy, please contact us using the contact details below. Generally, you are entitled to gain access to information we hold about you. If you wish to request access, please let us know.

If you do not supply the requested information to us, we may not be able to provide our products and services to you such as issue a policy or assess a claim. In processing and administering your insurance (including at the time of claim) your personal information may be collected from, or disclosed to, the insurer and AFSL as well as any related bodies corporate including the third parties if it is legally permitted or authorised to do so. For example, we may need to collect information from, or disclose information to, general practitioners or health services providers to verify any health information you provide. Other examples include financial advisers, our related bodies corporate and other companies with which we have a business arrangement such as organisations to whom we outsource our mailing, administration and information technology, investigators, reinsurers, government agencies and law enforcement bodies if required or authorised to do so, or any person acting on your behalf such as a lawyer or accountant.

Information regarding the privacy rights of individuals is available at www.oaic.gov.au which is the website of the Office of the Australian Information Commissioner

## **Opt-out**

From time to time we and TAL group of companies may use your information to offer, invite you to apply or promote and market (by all communication channels, including telephone) our products (including life insurance) and services to you. Your consent shall remain in effect in accordance with relevant law or until you tell us otherwise. If you do not want to receive telemarketing calls, or any information on other products (including life insurance) or services offered under the relevant brand by us or the insurer, please contact us on 13 22 44.

#### Remuneration

When insurance is arranged for you, you will be required to pay a premium and this will be paid to the insurer of the product. The premium includes any commission payable by the insurer for distributing the product, so you do not need to pay any extra. Where a representative arranges a policy for you over the telephone, that representative may in addition to their salary receive additional variable remuneration from TAL. The amount of this remuneration is dependent on a number of factors including the number of policies issued and the quality of the representative's conduct.

If we provide you with a financial service, you are entitled to request details of this remuneration and may do so by contacting us on the number specified in this FSG. This request may be made after you receive the FSG and before any financial service is provided to you. There may be circumstances where additional commissions, bonuses and non-cash incentives are paid and these will accrue from time to time. These are not an additional cost to you. TAL may also pay referral fees or commissions to people or organisations that refer new customers to us. The referral fee may be paid in the form of an upfront commission fee and/or periodical trail fees. This will be at no additional cost to you. In addition to paying referral fees, TAL may from time to time give other non-cash benefits to referral partners.

### **Direct Debit Request summary**

This summary describes how the Direct Debit Request system works. The full Direct Debit Request Service Agreement (Agreement) is available to you at aami.com.au/policy-documents. You should read the Agreement carefully as it explains your rights and obligations relating to your ongoing direct debits.

When you complete your bank details and sign the authority, you are authorising the direct debit of the appropriate premiums from your nominated account. Your authority will be kept confidential at all times. If your premium cannot be paid (for example there's not enough money in your nominated account), your bank may dishonour that payment, in which case your policy may lapse. Insurance cover ceases when the policy has lapsed.

If you have concerns about its operation or you subsequently need to change any aspects of the authority, please contact us. From time to time updates about our services which are subject to change and which are not materially adverse to you may be found at aami.com.au/policy-documents and if you request a paper copy of any updated information, this will be provided to you without charge.

### **Compensation arrangements**

TAL Direct is part of TAL and we confirm that TAL retains professional indemnity (PI) insurance to cover the activities of licensees within TAL, including TAL Direct. This PI cover is maintained in accordance with the law, is subject to its terms and conditions and provides indemnity up to the sum insured for the activities of the representatives of TAL and TAL Direct.

#### How to contact us

Phone: 13 22 44

Mail: AAMI Income Protection,

Reply Paid 5380, Sydney NSW 2001

Email: customerservice@aamilifeinsurance.com.au

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# We're here to help you

13 22 44

#### aami.com.au

Issuer of the PDS: TAL Life Limited ABN 70 050 109 450. AFSL 237848 Level 16, 363 George Street, Sydney NSW 2000

Issuer of this FSG: TAL Direct Pty Limited ABN 39 084 666 017, AFSL 243260 Reply Paid 5380, Sydney NSW 2001

