



# Freedom Loan Protection Product Disclosure Statement

Issue Date: 30 June 2017

## About this Document

This document is the Product Disclosure Statement (“**PDS**”) for Freedom Loan Protection and contains important information about the product, including details of the benefits provided and any applicable exclusions. You should consider its contents carefully before deciding whether you wish to apply for this cover.

This PDS is issued by Swiss Re Life & Health Australia Limited (ABN 74 000 218 306) (AFSL 324 908) and the information contained in this document is current at the date of issue. In the event of any omissions or changes to the information in this PDS you will be notified as required by law.

In this PDS any reference to ‘**we/us/our**’ is referring to Swiss Re Life & Health Australia Limited.

## Your Plan Terms & Conditions

Where you have obtained the cover provided by Freedom Loan Protection, this PDS together with your application and the most recent Policy Schedule (or such other documentation that we have issued to you confirming the details of your cover) will form the terms and conditions of your insurance contract with us (see page 23).

## Swiss Re

Swiss Re Life & Health Australia Limited is a registered life insurer and the issuer of Freedom Loan Protection. As the insurer of this product, we are responsible for meeting the terms and conditions of your cover, including the payment of benefits. We hold an Australian Financial Services Licence issued by the Australian Securities and Investments Commission (ASIC).

## Freedom Insurance

Freedom Loan Protection is distributed exclusively by Freedom Insurance Pty Ltd (ABN 80 138 864 543) (AFSL 341082) and its representatives. Freedom Insurance holds an Australian Financial Services Licence issued by the Australian Securities and Investments Commission (ASIC). The Financial Services Guide that is provided by Freedom Insurance contains further information on the distribution services provided by Freedom Insurance and its representatives.

Freedom Insurance is not responsible for the payment of any claims under Freedom Loan Protection and does not underwrite or in any way guarantee the benefits payable under Freedom Loan Protection.

## Considering Your Personal Circumstances

Any financial product advice contained in this document is of a general nature only and does not take into account your financial situation or your personal needs and objectives. If you are unsure whether the cover is right for you, then you should consider obtaining the assistance of an independent financial adviser.

## Terminology

Some of the words used in this document have specific meanings which are set out in the Definitions section on page 31. You should make sure that you understand the definitions before making any decisions about Freedom Loan Protection.

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# ENQUIRIES

All enquiries regarding Freedom Loan Protection should be directed to Freedom Insurance on **1300 88 44 88**.

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# FREEDOM LOAN PROTECTION

Freedom Loan Protection provides valuable insurance cover to persons who may need assistance in meeting their loan obligations in the event of death, terminal illness or serious illness and injury.

The lump sum benefit provided by this cover can help protect you and your family against the financial impact of suffering a serious medical event and can go towards safeguarding the lifestyle you and your family have today. The money can be used for any purpose and that might include making loan repayments or paying off or reducing your loan balance. It can also be used to pay off other debts, attend to medical bills or recover from a serious injury or illness.

## Why Choose Freedom Loan Protection?

Freedom Loan Protection has been designed to provide you with access to a range of simple, affordable, value for money life insurance benefits that provide financial assistance to you and your family in meeting ongoing loan obligations in the event of your:

- death
- terminal illness
- suffering any one of the 15 serious medical conditions listed on page 14

There are a number of other great reasons to choose one or more of the benefits provided by Freedom Loan Protection.

## First Month Free

A feature of Freedom Loan Protection is that the first month of cover is absolutely free. This means that you can obtain protection now and then use this time to carefully consider your need for this cover. Irrespective of whether you choose to continue your cover, the first month will not cost you anything.

## Options to Suit Your Budget

The premiums are competitive with options to suit almost every budget. You can take cover for just death and terminal illness or add further protection for 15 serious medical conditions.

## Protection Against Inflation

To ensure the value of your benefits are not eroded by inflation, we will offer to automatically increase the amount of all of your benefits each year by 5%.

## Cover for Your Partner or Co-Borrower

Protection can be extended to cover your partner or other persons responsible for your loan repayments such as a co-borrower or guarantor. Where your loan is taken out in a company name, cover can also be provided for shareholders, employees and directors of the company.

## Easy Application Process

Freedom Loan Protection has been specifically designed to provide you with **convenient access to valuable life insurance protection** at (or soon after) the time when you apply for a loan or a loan increase or undertake a loan review.

Applying for Freedom Loan Protection could not be easier.

- Apply by authorising your Freedom Insurance accredited loan consultant to submit an application on your behalf or alternatively apply over the phone simply by calling Freedom Insurance on **1300 88 44 88**
- Simply choose the type and level of cover that you require
- No complicated forms to complete
- No medical examination required
- Should you meet our simple eligibility requirements, your protection will be confirmed soon after we receive your completed application. In the case of telephone applications your protection can be confirmed during the call

As the simple application process doesn't require you to provide any information on your medical history, you will not be covered for insured events that occur as a result of any medical condition that was evident in the 5 years prior to commencement date of the cover (*see page 19 for detailed information including how this exclusion may be removed after the commencement of your cover*).

## Extended Cooling-Off Period

We provide an extended cooling-off period to ensure that you have ample time to consider whether the cover is right for you. So even if you have paid some premiums we will refund all amounts paid in respect of any benefits that you cancel within the first 42 days of the commencement of your cover (see page 22).

All you need to do is tell Freedom Insurance that you wish to cancel your cover within 42 days of commencement in order to receive your full refund.

# BENEFIT OPTIONS

The table on this page sets out information about the benefit options available and in general terms, the events upon which a benefit is payable.

You can also obtain the protection for your partner or other persons permitted under the eligibility requirements set out on pages 8 to 9 (such as co-borrowers, guarantors of the loan and certain “associates” where it is a company that is obtaining the loan).

## Choosing From the Available Benefits

Here’s how it works.

1. Freedom Loan Protection provides *Life Cover* to all that apply for cover with the option for you to then add *Trauma Cover*. Simply determine the type and level of cover that you require.
2. Just decide which persons you would like the cover to extend to from those that meet the simple eligibility requirements.

Importantly, Freedom Insurance will be able to assist you with all matters regarding the benefits that are available as well as the eligibility requirements for any person that you wish to have as a life insured under your cover.

### Core Benefit

#### Life Cover

Cover of up to \$750,000 payable upon death or terminal illness.



### Plus Optional Benefit

#### Trauma Cover

Cover of up to \$225,000 payable upon the occurrence of any one of 15 specified sicknesses or injuries.

Payment of a trauma benefit operates as an advance of the death benefit under *Life Cover* by automatically reducing the death benefit by the amount of any trauma benefit paid.

*This is provided as an overview of the available options. For full details of the benefits and the circumstances upon which they are payable see pages 12 to 15.*

# ELIGIBILITY

To be eligible to obtain the cover provided by any of the benefits available under Freedom Loan Protection, you must be:

- an Australian Resident (see page 31).
- aged 18 or over at the date of the application.
- an eligible loan customer that applies for the cover within the allowed time period.

## Eligible Loan Customer and Time Limitation

An “**eligible loan customer**” is an individual or a company that is a borrower, a co-borrower or a guarantor:

- (a) on an existing eligible loan (or an application for an eligible loan);
- (b) on an application for an increase in an existing eligible loan; or
- (c) on an existing eligible loan that was the subject of a loan review process undertaken by a loan consultant accredited with Freedom Insurance.

The insurance must be applied for within:

- 3 months of the date of the application for the eligible loan (or the increase to the eligible loan);
- Within 12 months of the commencement of the eligible loan or the increase in the eligible loan; or
- within 30 days of undertaking the loan review process.

An “**eligible loan**” includes a home loan, investment property loan, equity access loan or personal loan.

## Life Insured Eligibility

The persons that you insure under your Plan must also meet the separate eligibility requirements for the benefits that you request. To be eligible to be a life insured, the person must:

- be an Australian Resident (see page 31).
- meet the age requirements for the requested benefit as set out in the table on the following page.
- have the required relationship to you or be the life insured under any other benefit that is required to be held as a pre-condition to the requested benefit. These requirements are also set out in the table on the following page (see page 31 for meaning of “*partner*” and page 9 for meaning of “*associate*”).

## Multiple Lives Insured

You may include up to 2 persons as a life insured under each of the available benefit types provided that each person meets our eligibility requirements to be a life insured.

## Guaranteed Issue

As each of the benefit types are “*guaranteed issue*”, there are no underwriting requirements when applying for the cover and therefore no personal medical questions will be asked of any proposed life insured. The application will be automatically accepted provided all eligibility requirements are met.

Where accepted, a pre-existing medical condition exclusion will apply to those medical conditions evident in the 5 years prior to commencement date of the cover although you may arrange to have this removed by us after the commencement of your cover (see page 19 for detailed information).

Importantly, no medical examinations or reports will be sought at the time of your application.

*The eligibility requirements referred to on pages 8 and 9 may be varied or waived at our discretion.*

Benefit Type	Life Insured Eligibility Age*	Other Life Insured Eligibility Requirements
<i>Life Cover</i>	18 – 65	<p><b>First life insured</b> must be either:</p> <ul style="list-style-type: none"> <li>• the applicant</li> <li>• an associate of the applicant (where the applicant is a company – see below)</li> </ul> <p><b>Second life insured</b> must be either:</p> <ul style="list-style-type: none"> <li>• a joint borrower or guarantor on the same loan (other than the applicant)</li> <li>• an associate of the applicant (where the applicant is a company – see below)</li> <li>• the partner of the first life insured</li> </ul>
<i>Trauma Cover</i>	18 – 60	Must also be the life insured under <i>Life Cover</i>

\* Where the life insured is also the applicant, they must also meet these additional eligibility requirements.

## Corporate Borrowers

Corporate borrowers can also apply for cover provided the company is an eligible loan customer and the application for the cover is also within the allowed time period.

The company can nominate up to two lives insured. The nominee must be:

- in the case of the first or second life insured, a person associated with the company; or
- in the case of a second life insured, a partner of the first life insured.

A person “**associated**” with the company includes a shareholder, officer or employee of the company or a guarantor on the eligible loan.

# BENEFIT LEVELS

## Determining Your Benefit Amounts

The benefit amount (sum insured) for each benefit type will be the amount that you request at the time of your application. All benefit amounts must be within the minimum and maximum sums insured permitted for the requested benefit type as well as meeting any other requirements specific to that benefit type. Different sums insured may be requested for each life insured.

The minimum and maximum benefit amounts and the additional benefit amount requirements are set out in the table on the following page.

## Existing Insurances

A person may be a life insured under the same benefit type in more than one Plan. However, this is only permitted where at the date of the application the cumulative sums insured across all of the insurances held in respect of that life insured for that benefit type does not exceed the maximum amount permitted for that benefit as set out in the table.

## Changes to Benefit Amounts

After the commencement of your cover you can request that any of your benefit amounts be changed.

In all cases the requested sum insured must continue to be within the minimum and maximum benefit amounts permitted and must otherwise continue to meet the requirements set out in the “Other Benefit Amount Requirements” column of the table. Any change in the sum insured will affect the amount of your premium (see page 16) and exclusions may apply to the amount of any increase that is granted (see page 19).

## Automatic Indexation of Benefits

To ensure the value of your benefits are not eroded by inflation, we will automatically increase the amount of all of your benefits each year by 5%. We will do this on each anniversary of the commencement date of your Plan and the increase will apply for the next 12 months of cover.

This is subject to the following:

- you may reject an automatic increase in respect of any benefit within the 30 days following the Plan anniversary from which the increase was to apply.
- you may require that you are not to be offered the automatic increase in future years in relation to any benefit. Acceptance of any request by you for the automatic increase to be reinstated will be at our discretion.
- any rejection of the automatic increase for a *Life Cover* benefit is subject to the sum insured for the *Life Cover* benefit continuing to equal or exceed the sum insured under any *Trauma Cover* that you have upon that same life insured (see the requirements set out in the “Other Benefit Amount Requirements” column of the table).

## Acceleration of Benefit Payments

*Trauma Cover* can be taken as an extension to *Life Cover* but this will mean that the benefit amount under *Life Cover* will be reduced automatically following the payment of a trauma benefit under *Trauma Cover* in respect of that same life insured.

Benefit Type	Minimum Benefit	Maximum Benefit	Other Benefit Amount Requirements	Other Comments
<i>Life Cover</i>	\$50,000	\$750,000	Benefit amount must not exceed the amount of the eligible loan at the time of application*	Death benefit will be automatically reduced by the amount of any trauma benefit paid under <i>Trauma Cover</i>
<i>Trauma Cover</i>	\$15,000	\$225,000	Benefit amount must not exceed the sum insured under <i>Life Cover</i>	

The requirements set out in this table may be varied or waived at our discretion.

\* For the purposes of determining the maximum permitted sum insured under *Life Cover*, the initial death benefit sum insured must not exceed the amount of the eligible loan (rounded up to the next \$10,000). For loans of less than \$50,000, a sum insured of \$50,000 will apply. Where an existing loan is being increased, the amount of the eligible loan will be taken as the full amount of the loan and not just the amount of the increase.

# LIFE COVER

*Life Cover* provides cover for up to \$750,000 that is payable upon death or terminal illness.

## Benefits

### Death Benefit & Benefit Payable

We will pay the death benefit where the life insured dies. The death benefit payable is the amount of the sum insured that applies on the date of death and this will be paid as a lump sum.

### Terminal Illness Benefit & Benefit Payable

We will pay the terminal illness benefit where the life insured suffers a terminal illness. The benefit payable is the same as the amount of the death benefit that applies on the date that the terminal illness occurred. This benefit will also be paid as a lump sum.

The life insured suffers from a “**terminal illness**” where in our opinion the life insured is suffering from an illness or condition and as a result of that illness or condition has a life expectancy of less than 12 months (when taking into account the current treatment for the life insured or such other treatment that the life insured may reasonably be expected to receive).

In order to form this opinion we will need this confirmed by a medical practitioner that specialises in the life insured’s illness or condition. A terminal illness is deemed to have occurred at the date that the life insured is diagnosed as having a life expectancy of less than 12 months, irrespective of the date we formed the opinion that the life insured suffers from a terminal illness.

### Benefit Amount Limits

The maximum aggregate sum insured that may be provided for all death benefits provided by *Life Cover* on an individual life insured is \$750,000, irrespective of the number of insurances held in respect of that person. We will not pay death benefits in excess of this amount on a life insured unless we have chosen to waive the maximum aggregate sum on that person. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

The sum insured for *Life Cover* will be automatically reduced by the amount of any trauma benefit paid under *Trauma Cover* on the same life insured. The payment of a terminal illness benefit will automatically reduce the death benefit sum insured on that same life insured to nil, causing all cover on that life insured to cease.

## Exclusions

We will not pay the death or terminal illness benefit if the life insured's death or terminal illness (or the event that gave rise to this) occurred before the commencement date.

Additionally, we will not pay the benefit if the life insured's death or terminal illness (or the event giving rise to this) is a direct or indirect result of:

- a pre-existing medical condition\*
- suicide within 13 months of commencement (or self-inflicted injury in the first 13 months for the terminal illness benefit)
- criminal activity
- alcohol and drugs

*The full wording of each of these exclusions is set out on page 34. More detailed information on the pre-existing medical condition exclusion is on page 19.*

*\* The pre-existing medical condition exclusion may be removed by us at our discretion*

## Termination of Cover

In addition to the circumstances set out in "When Cover Ends" on page 24, the cover for *Life Cover* on a life insured will automatically terminate:

- on the anniversary date immediately following the life insured's 99<sup>th</sup> birthday;
- upon a terminal illness benefit having been paid in respect of the life insured; or
- upon the sum insured for *Life Cover* on the life insured being reduced to "nil" as a result of the payment of the trauma benefit under *Trauma Cover* in respect of that life insured. That will only occur where the trauma benefit paid is equal to the sum insured for this benefit.

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[This benefit specific information should be read in conjunction with the other information contained in this PDS that applies to this benefit type and to Freedom Loan Protection generally.](#)

# TRAUMA COVER

*Trauma Cover* provides cover for up to \$225,000 that is payable upon the occurrence of any one of the 15 specified medical conditions or injuries.

Cover can only be obtained for this benefit type where you also have in-force cover for the same life insured under *Life Cover*.

## Benefits

### Trauma Benefit

We will pay the trauma benefit upon the life insured first suffering any one of the following 15 insured conditions:

- Cancer (excluding early stage cancer)\*
- Coma
- End Stage Kidney Failure\*
- Heart Attack\*
- Irrecoverable Blindness
- Irrecoverable Loss of Hearing
- Irrecoverable Loss of Speech
- Loss of Independent Existence
- Irrecoverable Loss of Use of Limbs
- Major Head Trauma (resulting in Permanent Neurological Deficit)
- Open Chest Coronary Bypass Surgery\*
- Paralysis
- Pneumonectomy
- Severe Burns
- Stroke (resulting in specified neurological deficit)\*

A trauma benefit is a once only benefit and is only payable where the condition suffered by the life insured meets the definition of the relevant insured condition. *The full definitions of these insured conditions are set out on pages 31 to 34.*

\* 3 month exclusion applies (see page 15).

The time at which the life insured will be considered to have “**first suffered**” from the insured condition is set out on page 31.

### Benefit Payable

The trauma benefit payable is the amount of the sum insured that applies on the date the life insured first suffers from the insured condition and this will be paid as a lump sum. The payment of this benefit will automatically reduce the death benefit payable in respect of that life insured under *Life Cover* (see page 12).

### Benefit Amount and Limits

The maximum aggregate sum insured that may be provided for all trauma benefits provided by *Trauma Cover* on an individual life insured is \$225,000, irrespective of the number of insurances held in respect of that person. We will not pay trauma benefits in excess of this amount on a life insured unless we have chosen to waive the maximum aggregate sum on that person. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

The sum insured provided under *Trauma Cover* must not exceed the sum insured provided for the life insured under *Life Cover*.

## Exclusions

We will not pay the trauma benefit for an insured condition where:

- the life insured first suffered from the insured condition before the commencement date of the cover;
- the insured condition is Cancer (excluding early stage cancer), End Stage Kidney Failure, Heart Attack, Open Chest Coronary Bypass Surgery, or Stroke (resulting in specified neurological deficit) and the life insured first suffers from that insured condition during the 3 months period following the commencement date of cover or the signs or symptoms leading to the life insured first suffering that insured condition became apparent during that period; or
- the event that gave rise to the insured condition occurred before the commencement date of the cover.

Where this occurs we will never pay a benefit for that insured condition even if the life insured suffers from it again, unless it is a new and unrelated occurrence of the insured condition\*.

Additionally, we will not pay the benefit if the insured condition (or the event giving rise to this) is a direct or indirect result of:

- a pre-existing medical condition\*\*
- self-inflicted injury
- criminal activity
- alcohol or drugs

*The full wording of each of these exclusions is set out on page 34. More detailed information on the pre-existing medical condition exclusion is on page 19.*

*\* Subject always to the application of any of the other exclusions listed.*

*\*\*The pre-existing medical condition exclusion may be removed by us at our discretion.*

## Termination of Cover

In addition to the circumstances set out in “When Cover Ends” on page 24, the cover for *Trauma Cover* on a life insured will automatically terminate:

- on the anniversary date immediately following the life insured’s 65<sup>th</sup> birthday;
- upon the termination of the *Life Cover* on the life insured that was held as a pre-condition to obtaining this cover; or
- upon payment of the trauma benefit in respect of the life insured.

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**This benefit specific information should be read in conjunction with the other information contained in this PDS that applies to this benefit type and to Freedom Loan Protection generally.**

# YOUR PREMIUMS

The premium is the cost of your cover and in order for your Plan to continue your premium must be paid by the due date.

The amount of your premium (or the instalment premium) will be provided to you by Freedom Insurance or its' representatives at the time that you apply for cover and will be notified to you as it changes throughout the life of your Plan. Importantly, where there is more than one life insured under your Plan, the premiums for all lives insured must be paid together so that only one premium payment is made.

*We may choose to waive your obligation to make a premium payment at any time at our discretion.*

## Payment Frequency Options

You may choose to pay your premiums:

- annually;
- by monthly instalments. This will be at the rate of 1/12 of the annual premium amount; or
- by fortnightly instalments. This will be at the rate of 1/26 of the annual premium amount.

There is no loading for payment of premiums by monthly or fortnightly instalments and there is no discount for a single annual payment.

## Payment Due Date

All premiums are to be paid in advance except where we have agreed to an alternative billing date that you have requested. Freedom Insurance will be able to help you select a suitable billing date that is within the range of dates that we permit.

## Payment Methods

You can choose any one of a number of simple and convenient payment methods. We currently accept payments by MasterCard, Visa, American Express or by automatic debit from your bank, building society or credit union account. There is no surcharge for credit cards.

You will need to provide us with the authority to obtain the premium payment.

## Premium Rates

Separate premium rates apply to each of *Life Cover* and *Trauma Cover*.

The premium rate used to calculate your premium amount is dependent upon the life insured's gender and age at each anniversary date and whether they are a smoker or non-smoker.

The premium rates may only be varied as permitted under "Changes to Premium Rates" (see page 17).

## Premium Calculation

Your premium is calculated annually and will apply for the next year of the cover. This calculation is done at the commencement of your Plan and again on each anniversary of your Plan or when there is a change to your cover.

To determine the premium payable for each benefit type that you have obtained cover for, we simply multiply the applicable premium rate by each \$1,000 (or part thereof) of the amount of the cover you have obtained for the respective benefit. The premium amount is calculated separately on a benefit by benefit basis for each life insured under your Plan.

As the annual premium payable is dependent upon the benefit amount for each of the benefit types that you have chosen and the current age of the lives insured, it will change during the life of your Plan. If there are any changes between anniversary dates to the type of cover provided by your Plan or any of the benefit amounts, this will also require the annual premium to be recalculated for the remainder of the current year of cover. A premium adjustment will then be required to take account of the change.

## Changes to Premium Rates

The premium rates for your cover are set by us and are not guaranteed. They may be changed by us upon us giving you 30 days advance written notice of any change and (other than in exceptional circumstances) the change will only be effective from the next anniversary date of your Plan.

In order for us to change your premium rates we must apply the revised rates to all insurances within a defined group and therefore you will not be singled out for an increase irrespective of changes to the life insured's health, occupation or pastimes.

Upon your request we will provide you with the current premium rates for any in-force insurance that you have.

## Smoker and Non-Smoker Rates

For both *Life Cover* and *Trauma Cover* the premium rates will vary according to whether the life insured is classified as either a smoker or non-smoker. To be classified as a non-smoker, the life insured must not have smoked tobacco or any other substance (including e-cigarettes) or used nicotine replacement products in the 12 months prior to the application for cover.

If you subsequently inform us in writing that the life insured has given up smoking for more than 12 months, premiums will be reduced to non-smoker rates, effective from the date we receive the notification.

## One Month Premium Free Period

One of the special features of Freedom Loan Protection is that no premiums are payable for the first month of cover on both *Life Cover* or *Trauma Cover*. This will apply to the respective premium payment options as follows:

- **Annual:** the first annual premium due will be 11/12 of the first years' full annual premium.
- **Monthly:** the monthly premium due in the first month of cover will be waived.

- **Fortnightly:** the first 2 fortnightly premium instalments due will be waived.

## Failure to Pay Premiums

In order to maintain your cover you must pay your premiums when they are due. If for any reason your premium (or premium instalment) is not paid by its due date, we will write to you and remind you of the need to provide us with the payment. We will give you a grace period of at least 28 days in which to pay the overdue amount, but we will cancel your Plan if the overdue amount is not paid by the time required in the notice.

If we cancel your Plan all cover will cease and you will not be able to make a claim under the insurance for events that occurred after it was cancelled. If an event that entitles you to a benefit occurs before the Plan is cancelled, we will pay the benefit amount due less any unpaid premiums.

Where there are two lives insured covered under the Plan, the non-payment of a premium for one life insured may result in the cancellation of all insurances provided under the Plan.

## Government Charges

The premium rates for all benefits are inclusive of all government charges, taxes, duties and GST ("**government charges**"). In the event that the relevant authority increases the current government charges or new or additional government charges are introduced in connection with your Plan, we may require you to pay these amounts. As a consequence we may increase your premiums to cover these costs. We will tell you in advance if this is required.

We will deduct from the payment of a benefit, such government charges we are required by law to deduct from the payment.

## Policy Fee

At this time there is no policy fee payable in connection with Freedom Loan Protection. However, we reserve the right to introduce an annual policy fee that is payable in addition to your premium. Should this occur:

- we will give you at least 30 days advance written notice and the fee will only apply from the next anniversary date of your Plan.
- the fee will be a flat fee payable on a per Plan basis and will be unaffected by the benefit types chosen, their respective sum insureds or the number of lives insured covered.
- the fee may increase by up to 5% on 1 January each year as determined by us.
- where your premium is paid in installments, any annual policy fee will be payable in equal instalments together with your premium payments.
- we can introduce or change the amount of the annual policy fee or the manner of its calculation by giving you at least 30 days advance notice. However, in order for us to do this we must also apply the new or revised policy fee to all insurances within a defined group and therefore you will not be singled out to pay the fee.

## Hardship Request

If you are suffering from hardship and are having difficulty meeting your premium obligations we may agree to a short term arrangement to assist. It is important that you make us aware of your circumstances so we can provide you with the options that we may make available. We may request that you provide us with reasonable evidence of your circumstances that has led to your request for assistance.

# EXCLUSIONS, LIMITATIONS & REDUCTIONS IN BENEFITS

## Exclusions

Your cover will be subject to a limited number of exclusions and these differ between the various benefit types. It is important that you are aware of the full list of the exclusions that your cover will be subject to and these are set out in the detailed benefit summaries on pages 13 and 15.

A benefit will not be paid where the insured event occurred either directly or indirectly as a result of any of the exclusions applying to the benefit types in question.

## Pre-Existing Medical Condition Exclusion

A pre-existing medical condition exclusion is one of the standard exclusions that will apply to your cover. This means that a benefit will not be paid where the insured event occurred either directly or indirectly as a result of a “pre-existing medical condition”. In general terms this is a medical condition that was evident in the 5 years prior to the commencement date of the cover.

*See page 34 for the complete wording of “pre-existing medical condition”.*

## Application to Remove this Exclusion

Following the issue of your Plan, the pre-existing medical condition exclusion in respect of one or both lives insured may be removed by us at our discretion. Where you apply after the issue of your cover to have this exclusion waived on a life insured and:

- **the application is successful**, then this exclusion will no longer apply to the cover on that life insured (other than in respect of an increase or reinstatement of your cover – see below and page 20).
- **the application is rejected**, then this exclusion will continue to apply to the cover on that life insured. This means that all

medical conditions evident in the 5 years prior to commencement date of the cover will be excluded, including any conditions that you may have disclosed to us during the process to have the exclusion removed.

## Reduction in Benefit Amount Payable

Where a benefit (or the cumulative amount of benefits payable across all of the insurances held in respect of a life insured) exceeds the maximum amount permitted for that benefit type as set out in this PDS, the amount of that benefit (or the cumulative amount of those benefits) will be reduced by the amount that the payment exceeds that benefit limit. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

## Exclusions Applying to Benefit Increases

In addition to any special conditions that we place upon the approval of a benefit increase that you request and the standard exclusions applying to the benefit type in question, the amount of the increase will also be subject to the following limitations\*:

- **Life Cover.** The suicide exclusion on this benefit type will apply equally to the increase in cover for the period of 13 months from the date of the increase.
- **Trauma Cover.** The 3 month exclusion for the insured conditions of Cancer (excluding early stage cancer), Open Chest Coronary Bypass Surgery, End Stage Kidney Failure, Heart Attack and Stroke (resulting in specified neurological deficit) on this benefit type will apply equally to the increase in cover for the period of 3 months from the date of the increase.

*\* Doesn't apply to automatic indexation increases.*

- **All Benefit types.** The increase in cover will not be payable for any benefit type where the insured event (or the event that gave rise to the insured event) occurred before the date of the increase.
- **All Benefit types.** The pre-existing medical condition exclusion will also apply to the amount of the increase under both *Life Cover* and *Trauma Cover*. In general terms this means that the increase to the benefit will not be paid where the insured event occurred either directly or indirectly as a result of a medical condition that was evident in the 5 years prior to the date of the increase.

### Exclusions Applying to Reinstatements

In addition to any special conditions that we place upon the approval of a reinstatement that you request and the standard exclusions applying to the benefit type in question, the reinstated cover will also be subject to the following limitations:

- **Life Cover.** The suicide exclusion on this benefit type will apply equally to the reinstated cover for the period of 13 months from the date of reinstatement.
- **Trauma Cover.** The 3 month exclusion for the insured conditions of Cancer (excluding early stage cancer), Open Chest Coronary Bypass Surgery, End Stage Kidney Failure, Heart Attack and Stroke (resulting in specified neurological deficit) on this benefit type will apply equally to the reinstated cover for the period of 3 months from the date of reinstatement.
- **All Benefit types.** A benefit will not be payable for any benefit type where the insured event (or the event that gave rise to the insured event) occurred before the date of reinstatement.

- **All Benefit types.** The pre-existing medical condition exclusion will also apply to the reinstated cover under both *Life Cover* and *Trauma Cover*. In general terms this means that a benefit will not be paid where the insured event occurred either directly or indirectly as a result of a medical condition that was evident in the 5 years prior to the date of reinstatement.

*These exclusions may be waived or varied at our discretion at the time of reinstatement depending upon your circumstances.*

### Failure to Meet Eligibility

This PDS sets out a number of eligibility requirements that both you and the life insured must meet in order for you to obtain cover. If there is a failure to meet any of these requirements, we may:

- cancel the Plan or any insurance issued thereunder;
- decline a claim; or
- reduce the amount we have to pay in the event of a claim.

### Sanctions Laws

We will not make a claim payment to you or any beneficiary under any insurance issued under your Plan where the payment would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

# BENEFIT PAYMENTS & BENEFICIARIES

## Entitlement to a Benefit

Benefits will only be payable:

- for insured events that occur after the commencement date of the cover;
- for insured events that occur prior to the end of the cover; and
- for those benefits which are in force at the time that the insured event (or the event giving rise to the insured event) occurs.

Details of the insured events for each benefit type and the circumstances when benefits will and will not be paid are set out in this PDS.

## Nominating Beneficiaries

Where you are the sole owner of your Plan and you are also a life insured, you may nominate up to four beneficiaries under a Plan to receive the death benefit that is payable under *Life Cover* upon your death. A beneficiary cannot be nominated where there is more than one owner of the Plan and the beneficiary can only be a natural person.

For details on how to nominate a beneficiary, please call Freedom Insurance on **1300 88 44 88**.

## Payment of Benefits

With the exception of the circumstances set out below, all benefits payable under your Plan will be paid to you (where you are the sole owner) or to all the owners (where there are joint owners).

Where you are also the life insured and the death benefit under *Life Cover* becomes payable upon your death, the benefit will be paid as follows:

- where you are the sole owner of the Plan and:
  - > you have nominated one or more beneficiaries, the death benefit will be paid to the beneficiaries in the nominated proportions. If a beneficiary dies before

you and no change in nomination has been made, then that beneficiary's share will accrue to any other surviving beneficiaries in the nominated proportions.

- > one or more of the beneficiaries that have been nominated are aged under 18 years at the time the death benefit is payable, their proportion of the benefit will only be paid to a trustee or legal guardian for the benefit of that beneficiary until that beneficiary attains age 18.
- > no beneficiary has been nominated (or there are no surviving beneficiaries), the benefit will be paid to the executors or administrators of your estate.
- where you are not the sole owner, the benefit will be paid to the surviving owners(s).

# APPLYING FOR COVER

After satisfying yourself that you would like to obtain the valuable cover provided by Freedom Loan Protection, you can apply either over the telephone simply by calling Freedom Insurance or by authorising a loan consultant accredited with Freedom Insurance to submit an application on your behalf.

You may also be able to apply for the cover by other methods that we permit from time to time, such as by submitting a paper, electronic or internet application.

Where you apply for the cover by telephone or by submitting it electronically, there is no need to sign any documentation (including your payment authority) in order for the application to be assessed and for us to issue the cover. The same arrangements apply to any subsequent variations that you may request to your cover or where you wish to reinstate a benefit.

## Obligation to Answer Questions Correctly & Your Duty of Disclosure

As our decision to provide insurance cover to you is based on the information provided by yourself and any life insured, it is essential that all information that is provided in response to any questions asked in the application process is correct and that you and the life insured answer all questions honestly and accurately. This obligation extends to any information provided where you request to vary your cover or reinstate a benefit (and includes any information provided during the course of any application to have the pre-existing medical condition exclusion waived).

If you don't comply with these obligations and you subsequently make a claim, we may have the right to reduce the benefit payable or avoid paying the claim altogether. In certain circumstances we may have the right to cancel your insurance. Your duty of disclosure is set out in full on page 36 and importantly this duty applies to both you and each life insured.

## Cooling-Off Period

We have extended the statutory cooling-off period to provide you with a greater opportunity to determine whether the product is suitable to your needs. If you decide that you do not wish to keep all of the benefits that you have obtained, you may cancel either some or all of the insurances issued under your Plan provided that you request the cancellation during the first 42 days of the cover\*. The cancellation will take effect from the commencement of your cover and you will receive a full refund of any premium paid in respect of the benefits that you cancel.

The cooling-off period will cease to be available if a claim is made under your Plan during the 42 day period.

*\* You will be unable to cancel your Life Cover on a life insured without also cancelling the Trauma Cover on that same life insured.*

# YOUR COVER

## Agreed Benefits

You will only be covered for the benefits you have requested and that we have agreed to provide. Within a short time of your application being accepted you will be sent a Policy Schedule confirming full details of your cover, including the benefit types you have chosen and the agreed benefit amounts.

## Your Plan Terms & Conditions

Where you have obtained the insurance cover provided by Freedom Loan Protection, this PDS together with your application and the most recent Policy Schedule (or such other documentation that we have issued to you confirming the details of your cover) will form the terms and conditions of your insurance contract with us. You should keep this PDS and all documents that we send to you in a safe place for future reference.

You should always check any documentation sent to you and contact Freedom Insurance immediately if anything needs correcting.

## When Cover Starts

The cover provided by Freedom Loan Protection starts when you are told that we have accepted your application. Your Policy Schedule will confirm the commencement date of your Plan together with the commencement date of the various insurances issued under your Plan.

## Changes to Your Cover

You may at any time request us to change or cancel some or all of your benefits or obtain cover for additional benefit types or lives insured. Any changes to your cover will not be effective unless agreed to by us. The documentation confirming the change will then form part of the terms and conditions of your Plan. All changes will be effected as a variation to your existing Plan and not the commencement of a new Plan.

The amount of your premium will usually change as a consequence of any change to your cover (see page 16).

## 24 Hour Worldwide Cover

Cover will be provided for insured events occurring 24 hours a day anywhere in the world.

## Cover is Guaranteed Renewable

All life insurance benefits under Freedom Loan Protection are guaranteed renewable. This means that if you pay your premiums by the due date and comply with all other conditions of your Plan, we will continue to provide the cover on the existing terms and conditions until the expiry date of each of the benefits provided under your Plan.

Additionally, we are not permitted to cancel or place additional restrictions on your cover or increase your premium because of any change to the state of health, occupation, smoking status or pastimes of an individual life insured.

## When Cover Ends

You can cancel the cover provided for any benefit provided in respect of a life insured at any time. Additionally, the cover for any benefit provided in respect of a life insured under your Plan will terminate in the following circumstances:

- upon the death of the life insured.
- upon us cancelling your Plan where you have failed to pay premiums as required or because the eligibility requirements for that benefit were not met at the commencement date of the cover.
- at the expiry date for the benefit type in question.
- upon us cancelling the cover in the limited circumstances permitted by law, including where we exercise our rights in relation to a breach of your duty of disclosure.

In addition to the above, the termination events which are specific to each individual benefit types are set out in the detailed benefit summaries on pages 13 and 15.

## Effect of Termination

The termination of any insurance under your Plan does not affect any rights to a benefit that arose prior to that time but you will not be able to make a claim for an insured event that occurs after termination of the Plan or termination of the cover for that benefit type.

Cancellation of your *Life Cover* on a life insured will also cause the cancellation of the *Trauma Cover* on that same life insured.

## Effective Date of Cancellation

Should you cancel your Plan (or any insurance benefit issued under the Plan) after the cooling-off period:

- where your premiums are paid annually, the cover will terminate immediately with a pro-rata rebate of premiums paid to you based on the unexpired period of risk for that annual period of cover.
- where your premiums are paid monthly or fortnightly, cover will continue until the next fortnightly or monthly due date. There will be no refund of premium.

## Reinstatement of Your Cover

You may request us to reinstate your Plan or any insurance provided under the Plan after it has terminated. This request will need to be made as soon after the termination and usually within 90 days.

All requests for reinstatement are subject to our approval and we may ask you to provide us with information about the life insured to help us decide. If we do agree to reinstate the cover, we may also place additional conditions upon the reinstatement, including the payment of outstanding premiums (see also page 20).

# YOUR PLAN

## Plan Ownership

The person who successfully applies for cover will be the owner of the Plan and all the insurances provided under the Plan. Being the owner of the Plan will entitle you to the benefits of the Plan and you will also be responsible for making sure that the premiums are paid. Where you have obtained the insurance cover provided by Freedom Loan Protection, you will be identified in the Policy Schedule as the Policyowner.

### Single Owner

Where you are the sole owner of the Plan and there are lives insured other than yourself under the Plan, then ownership of the Plan will revert to your estate upon your death. Where your estate:

- indicates they will not continue with any one or more of the insurances or otherwise will not agree to transfer that insurance to another person; or
- the insurance is to be cancelled due to non-payment of premium on the part of the estate,

then upon the request of the life insured, we may without the approval of your estate allow for the ownership of that insurance to be transferred to that life insured.

### Joint Owners

Only single ownership of a Plan will be permitted except where specifically agreed to by us. Should we agree to more than one person owning the Plan, then the insurances provided by the Plan will be owned jointly by those persons. Where there are lives insured other than yourself under the Plan, ownership of the Plan will revert to the surviving owner(s) upon your death for those remaining insurances.

## Cover Issued Under One or More Plans

Insurance cover may be issued under one or more separate Plans. Subject to the eligibility and benefit amount requirements, we may issue cover for multiple benefit types and/or multiple lives insured under a single Plan. Where we do so, the premium for all benefits and all lives insured must be made in one consolidated payment.

### More Than One Life Insured – Separate Insurances

Where there are two lives insured covered under a single Plan, the cover provided in respect of each life insured will exist as a separate insurance. This means that:

- the terms and conditions of the Plan apply separately to each life insured.
- the benefits provided by the cover will be payable in relation to each life insured.
- the payment of a benefit in respect of one life insured will not affect the benefits provided in relation to the others.
- the termination of the cover on one life insured does not affect the terms of the cover provided in relation to the others.

### Transfer of Ownership

You may at any time request to transfer the ownership of your Plan to another person. The transfer will only be effective when all of our requirements have been met and we have registered the transfer. If there are joint owners, all owners must agree to the transfer other than where one of the owners has died (in which case ownership will automatically revert to the surviving owner(s) upon us being provided with satisfactory evidence).

# CLAIMS

## Notification of a Claim

If you (or your legal representative) wish to make a claim we must be notified as soon as is reasonably practical of the occurrence of the event that gave rise to the claim. All claims should be notified within one year of such an event. A delay in notifying could affect your entitlement to a benefit if we have been prejudiced by the delay.

## Claim Proofs

Before we will pay a claim, we will need to be provided with proof to establish that the insured event has occurred and that you are entitled to be paid a benefit. We may refuse to pay a claim if there is insufficient evidence provided.

In all cases we will need to be provided with a completed claim form and such other documentation and evidence that we request. This may include a report from a registered medical practitioner or a post mortem examination. The documentation and evidence that we require is to be obtained by you and the cost of this is your responsibility.

## Additional Evidence

We may require additional information as part of our consideration of the claim and this may include having the life insured examined by a registered medical practitioner or other health care practitioner that we choose.

Where we require a life insured to undergo a medical examination, we will pay for that examination. Without cost to us, we may also require the life insured to return to Australia to undertake the examination.

## Probate and Letters of Administration

Where a payment is to be made to the executor or administrator of your estate, we may ask for them to provide us with Probate or Letters of Administration as proof of their entitlement to the payment. Where we require this proof it will need to be provided to us prior to any payment being made.

## Making a Claim

We are committed to paying valid claims as quickly as possible and will start processing your claim as soon as all of the required documentation has been received.

If you or your legal representative wish to make a claim, please call Freedom Insurance on **1300 88 44 88**. Freedom Insurance will inform you of our requirements and assist you through the claim process.

# OTHER IMPORTANT INFORMATION

## Relationship of the Insurance to the Eligible Loan

While eligibility requirements require the existence of an eligible loan and the benefit levels are initially determined by reference to the amount of the eligible loan, the loan and the insurance operate independently. This means that:

- (a) the benefits do not increase or decrease in line with the balance of the loan.
- (b) the cover does not end when the loan is paid off.
- (c) the benefits are not paid to the lender. The recipient of the proceeds is free to use the money as they choose and is not obliged to use it to pay down the loan or make loan repayments.
- (d) the insurance cover is optional and is not a condition of the loan.

## Currency

All payments to be made in connection with Freedom Loan Protection (including premium and benefits payments) are payable in Australia in Australian currency.

## Statutory Fund

Freedom Loan Protection is issued from our No. 1 Statutory Fund. All premiums received in relation to your Plan are paid into this fund and this is also the fund from where all the insurance benefits are paid. Your Plan (and the insurances issued under your Plan) are non-participating and do not participate in the profits of our company or this Statutory Fund.

## Taxation

Generally the premiums paid for your cover are not tax deductible and the benefits you receive are not assessable for income tax purposes. This is a general statement and is based on the continuance of taxation laws and their interpretation that were current at the date this document was prepared. You should seek advice from a suitably qualified taxation professional in relation to your particular circumstances.

## No Surrender Value

Freedom Loan Protection provides risk insurance cover only and neither your Plan nor any of the insurances issued under your Plan has a surrender value. All premiums paid are used to provide life insurance cover and you will not receive a refund of any premiums if your Plan is cancelled after the cooling-off period has expired, except where you are entitled to pro rata refund of any annual premiums paid on your Plan where you cancelled the cover (see page 24).

## Privacy

We are committed to protecting and maintaining the privacy, accuracy and security of our customer's personal information. Further details regarding the collection, use and disclosure of your personal information is set out in our Privacy Notification Statement on page 35. If you have any questions about the handling of your personal information please contact Freedom Insurance and they will be able to assist.

You can also find a copy of our full Privacy Policy at [www.freedominsurance.com.au/swissreprivacypolicy](http://www.freedominsurance.com.au/swissreprivacypolicy)

## **Distributor Not the Insurance Provider**

Freedom Insurance Pty Ltd (as the licensed distributor of Freedom Loan Protection) and its representatives provide distribution related services in connection with Freedom Loan Protection. Related companies to Freedom Insurance provide administration and compliance services in connection with Freedom Loan Protection. None of these entities or persons have any responsibility to you in connection with the provision of insurance benefits under your Plan (including the payment of any benefit).

## **Risks Associated With Life Insurance**

Freedom Loan Protection provides life insurance cover only and can be cancelled by you at any time without penalty. This is unlike some other types of life insurance that have savings and investment components.

However, there are some risks associated with this type of life insurance including:

### **Not Selecting the Right Type and Amount of Cover**

Not having cover that meets your specific needs can be a risk. You should read this PDS carefully to ensure that the benefit types and the level of cover you choose suit your financial situation and your personal needs and objectives.

### **Benefits Only Available Whilst Cover in-Force**

To be entitled to claim a benefit under Freedom Loan Protection the insured event must occur whilst the cover is in-force. Importantly, your cover will be cancelled if you do not pay your premium when required and the cover for *Life Cover* will expire upon the next anniversary of your Plan after the life insured attains age 99. For *Trauma Cover* your cover will expire upon the next anniversary of your Plan after the life insured attains age 65.

## **Premium Payments May Exceed Benefits**

The premiums you pay over the life of your cover have the potential to exceed the benefit amount payable. This will generally only apply where you have held *Life Cover* for a number of years and the life insured has become elderly.

## **Failure to Answer Questions Truthfully**

A claim may be rejected or a benefit amount reduced if we have not received true and correct answers to the questions which we asked when considering whether to issue, increase or vary your cover.

## **No Cash Value**

Your Plan has no cash value. This means that if you cancel your Plan (after the 42 day cooling-off period) you will not receive anything back.

## **Replacing an Existing insurance**

If you are replacing an existing insurance, you should consider the terms and conditions of both insurances before making a decision to change.

## **Pre-Existing Medical Condition Exclusion**

Your cover will be subject to a pre-existing medical condition exclusion which in general terms means that you will not be paid a benefit where the insured event occurred either directly or indirectly as a result of a medical condition that was evident in the 5 years prior to commencement date of the cover. You should consider the effect of this exclusion prior to applying for cover.

## **Correspondence**

All correspondence (including your Policy Schedule) will be sent to you at the address you last told us. If you provide us with an email address or other electronic contact details, we may send correspondence to you by email or other electronic means (provided the law permits this).

It is essential that you tell Freedom Insurance of any change in your postal address, email address or other contact details.

## **Instructions**

We may accept instructions from you by telephone or such other electronic means as permitted by us from time to time. Only you (as the owner of the Plan) can make changes to your cover.

## **Notification of Breach of Duty of Disclosure**

You must immediately notify us if you become aware that you or a life insured may have breached the duty of disclosure, failed to meet an eligibility requirement or otherwise provided us with any incorrect information in connection with an insurance or a life insured.

## **Governing Law**

Your Plan and any insurance cover issued by us will be governed by and construed in accordance with the laws of the State of New South Wales. The laws of New South Wales shall have exclusive jurisdiction in respect of any disputes relating to these matters.

## **Invalid Terms**

If any term or condition applying to an insurance is invalid, illegal or unenforceable, it may be severed from your Plan and the validity, legality or enforceability of the remaining terms and conditions will not be affected or impaired.

## **Life Insurance Code of Practice**

The Life Insurance Code of Practice has been developed by the life industry through the Financial Services Council and is the industry's commitment to provide both quality products and a high standard of service to customers. A copy of the Code is available at [www.fsc.org.au](http://www.fsc.org.au)

# CUSTOMER SERVICE

## Contacting Us

All enquiries regarding the Freedom Loan Protection should be directed to Freedom Insurance.

### Phone 1300 88 44 88

9.00am to 6.00pm (Sydney time)  
Monday to Friday

Full contact details are set out on the back cover of this PDS.

## Complaints

If you have any concerns about your Plan or the service provided and wish to make a formal complaint, you should contact Freedom Insurance on **1300 88 44 88**. They will do their best to resolve all complaints as soon as possible and are normally able to resolve all complaints within 45 days of receipt.

If the complaint cannot be resolved to your satisfaction or if it is not dealt with within 45 days, you can then raise the matter directly with the Financial Ombudsman Service. They can be contacted as follows:

### Financial Ombudsman Service

GPO Box 3  
Melbourne VIC 3001

**Phone 1800 367 287**  
(9am to 5pm Monday to Friday)

**Facsimile (03) 9613 6399**

**Email [info@fos.org.au](mailto:info@fos.org.au)**

The Financial Ombudsman Service is an independent complaints resolution scheme established to provide advice and assistance to consumers in resolving disputes. This service is provided to you free of charge but before you ask them to help, you must first try to resolve the issue with us. For more information, please visit their website at [www.fos.org.au](http://www.fos.org.au)

## Changes to Your Cover

You should contact Freedom Insurance if you wish to change something about your cover. For example, you may want to:

- request additional benefit coverage
- increase or decrease your benefit amounts
- nominate a beneficiary or vary a nomination
- change your address and/or contact details
- request to transfer ownership of your Plan to another person
- cancel any of your benefits
- reinstate the cover or any benefit after its cancellation
- reinstate the automatic annual increases (where you had previously cancelled it)
- find out how you can have the pre-existing exclusion removed from your cover
- find out your options where you are having difficulty with your premium obligations due to hardship

Freedom Insurance can tell you of any special requirements that you will need to meet in order for your request to be processed, including asking you to provide us with information to help us decide whether to agree to the change.

# DEFINITIONS

## Eligibility, Benefits & General – Definitions

**anniversary date** means the anniversary of the commencement date of your Plan.

**associate** is defined on page 9.

**Australian Resident** means a person who is an Australian or New Zealand citizen, an Australian permanent resident or holder of a temporary 457 working visa (as approved by the Department of Immigration and Border Protection), who is residing in Australia at the time of the application.

**commencement date** means the date upon which your insurance cover starts for an insurance provided under your Plan (see page 23).

**death benefit** means the benefit payable under *Life Cover* upon the death of the life insured.

**de facto partner** means someone who has been in a relationship with and living with that person for a period of at least 12 months.

**duty of disclosure** means the duty of disclosure set out on page 36.

**eligible loan** is defined on page 8.

**eligible loan customer** is defined on page 8.

**life insured** means the person that has been accepted by us as the “Life Insured” under the insurance and who is the person that you have insured against injury, illness or death (as applicable to the chosen benefit type).

**partner** means a legally married partner or de facto partner.

**Policy Schedule** means the most recent policy schedule which we have sent to you.

**first suffered** (from an insured condition). The time that a life insured will be deemed to have suffered from an insured condition under *Trauma Cover* is:

- (a) in the case of an insured condition which requires a diagnosis, at the date of diagnosis;
- (b) in the case of an insured condition which involves a medical procedure, at the date

that the disease or condition which the procedure is intended to address was first diagnosed (provided the life insured subsequently undertakes the procedure as required by the relevant insured condition definition); and

- (c) in the case of the other insured conditions, at the date of the medical trauma.

**sum insured** means the agreed dollar amount of the insurance cover provided to you for the benefit type and life insured in question (as increased or reduced in accordance with the terms of the cover).

**terminal illness** means “terminal illness” as defined on page 12.

**terminal illness benefit** means the benefit payable under *Life Cover* upon the life insured suffering a terminal illness.

**trauma benefit** means the benefit payable under *Trauma Cover* upon the life insured suffering any of the insured conditions.

**we, us** or **our** means Swiss Re Life & Health Australia Limited.

**you** or **your** means the person who has applied and has been issued by us with one or more insurances under Freedom Loan Protection. This person is the owner of the insurance cover (see page 25).

## Insured Events (Trauma Cover) – Definitions

Claims under *Trauma Cover* will be assessed against the better of the applicable PDS definition or the minimum standard medical definition issued by the Financial Services Council. For more information visit [www.fsc.org.au](http://www.fsc.org.au)

**Cancer (excluding early stage cancer)** means the diagnosis of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion of normal tissue. The diagnosis of cancer must be verified by provision of the histopathological report. Cancer includes: Leukaemia, Hodgkins disease, malignant bone marrow disorders,

sarcoma and malignant lymphoma including cutaneous lymphoma.

The following are excluded:

- (a) 'carcinoma in situ' or 'cancer in situ', dysplasia, and all pre-malignant conditions;
- (b) 'carcinoma in situ' of the breast except where a total mastectomy with full removal of the breast was undertaken;
- (c) prostate cancer unless having progressed to at least clinical stage T2aNOMO on the TNM classification or histologically classified as having a Gleason Score of 7 or above or where total prostatectomy has been undertaken to specifically arrest the spread of malignancy and was considered by the doctor to be the appropriate and necessary treatment;
- (d) all non melanoma skin cancers unless having progressed to at least AJCC stage III;
- (e) all melanoma skin cancers, unless having progressed to at least TNM classification T<sub>b</sub>2NOMO (stage II);
- (f) papillary cancer of the thyroid gland that is organ confined;
- (g) chronic Lymphocytic Leukaemia diagnosed as less than RAI Stage 1; and
- (h) all HIV/AIDS related tumours and cancers.

**Coma** means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of a life support system for at least 72 hours. Excluded from this definition is coma induced medically or resulting from alcohol or drug misuse or any illicit drug use.

**Heart Attack** means death of heart muscle caused by obstruction of blood supply evidenced by typical rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit, and at least one of the following:

- (a) acute cardiac symptoms and signs consistent with heart attack;

- (b) new, serial ECG changes with the development of any of the following:
  - (i) Acute injury type ST elevation or ST depression;
  - (ii) Coronary pattern T wave inversions;
  - (iii) Pathological Q waves; or
  - (iv) Left bundle branch block; or
- (c) imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

The diagnosis must be confirmed by a cardiologist and must not be as a result of a medical intervention or procedure. Other acute coronary syndromes, including but not limited to percutaneous angina, are not covered under this definition.

**End Stage Kidney Failure** means end stage renal failure which presents as chronic irreversible failure of both kidneys to function as a result of which regular renal dialysis is initiated or renal transplant is performed.

**Irrecoverable Blindness** means that as a result of disease or accident and certified by an ophthalmologist, the:

- (a) visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in both eyes;
- (b) field of vision is constricted to 20 degrees or less of arc around central fixation in the better eye irrespective of corrected visual activity (equivalent to 1/100 white test object); or the
- (c) combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b) above.

The vision impairment must be irreversible.

**Irrecoverable Loss of Hearing** means complete and irrecoverable loss of hearing, both natural and assisted, from both ears as certified by an appropriate medical specialist.

**Irrecoverable Loss of Speech** means the complete and irrecoverable loss of the ability

to speak which must be established and the diagnosis reaffirmed after a continuous period of 90 days of such loss by an appropriate medical specialist. Loss of speech due to psychological reasons is excluded.

**Irrecoverable Loss of use of Limbs** means you have sustained the complete and irreversible loss of the use, as a direct result of sickness or injury, of two limbs, where limb means the whole hand, whole foot, whole arm or whole leg. Total and permanent loss of function of limbs must be established for a continuous period of at least six months.

**Loss of Independent Existence** means, as a result of sickness or injury, the life insured is totally and irreversibly unable to perform at least two of the five **Activities of Daily Living**.

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

The five **Activities of Daily Living** are as follows:

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

**Major Head Trauma (resulting in Permanent Neurological Deficit)** means a head injury resulting in **Permanent Neurological Deficit** which results in the life insured being totally and permanently unable to perform any one of the five **Activities of Daily Living**.

**Severe Burns** means full thickness burns to at least 20% of the body surface area as measured by the 'Lund & Browder Body Surface Chart'.

**Paralysis (Diplegia, Hemiplegia, Paraplegia, Quadriplegia)** means:

- (a) **Diplegia:** the total and permanent loss of function of both sides of the body;
- (b) **Hemiplegia:** the total and permanent loss of function of one side of the body;
- (c) **Paraplegia:** the total and permanent loss of function of the lower limbs; or
- (d) **Quadriplegia:** the total and permanent loss of function of the lower and upper limbs.

**Permanent Neurological Deficit** means symptoms of dysfunction of the nervous system that are present on clinical examination and expected to last throughout the person's life. These;

- (a) include numbness, paralysis, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing),

visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma; and

- (b) exclude an abnormality seen on brain or other scans without definite related clinical symptoms, neurological signs occurring without symptomatic abnormality (e.g. brisk reflexes without other symptoms), lesser symptoms such as lethargy, localised weakness, hyperaesthesia (increasing sensitivity), and symptoms of psychological or psychiatric origin.

**Pneumonectomy** means undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

**Open Chest Coronary Bypass Surgery** means the undergoing of open chest surgery that is considered necessary to treat coronary artery disease causing inadequate myocardial blood supply. Surgery does not include angioplasty, intra-arterial procedures or non-surgical techniques.

**Stroke (resulting in specified neurological deficit)** means a brain injury caused by one of the following:

- (a) ischaemic infarction of brain or spinal cord; or  
(b) intracranial haemorrhage (cerebral intraventricular or subarachnoid).

The diagnosis must be supported by both of the following:

- (c) evidence of neurological deficit with persisting symptoms confirmed by a specialist physician as a definite result of the stroke at least 6 weeks after the stroke; and  
(d) findings on magnetic resonance imaging, computerised tomography, or other reliable imaging techniques, which demonstrate a lesion consistent with an acute haemorrhage, embolism or thrombosis.

Brain damage due to an accident, infection, reversible ischaemic neurological deficit or transient ischaemic attack is excluded.

## Exclusions – Full Wording

**\*pre-existing medical condition** means any sickness, illness, injury, or medical condition (or any signs, symptoms or effects of a sickness, illness, injury or medical condition) that during the five (5) years prior to the commencement date<sup>^</sup>:

- the life insured was aware of, or a reasonable person in their position should have been aware of; or
- for which the life insured sought or obtained advice, treatment or medical attention (conventional or alternative) from a medical practitioner or other health professional or otherwise received a recommendation to seek or obtain such advice, treatment or medical attention; or
- for which a prudent and reasonable person would have sought advice, treatment or medical attention from a medical practitioner or other health professional; or
- for which the life insured was prescribed medication, treatment or therapy.

The sickness, illness, injury or medical condition need not have been diagnosed for it to be a pre-existing medical condition.

**self-inflicted injury** means a deliberate self-inflicted injury, suicide or attempted suicide.

**\*suicide within 13 months of commencement** means a deliberate self-inflicted injury, suicide or attempted suicide within 13 months of the commencement date<sup>^</sup> of the cover.

**criminal activity** means the life insured participating in a criminal activity or engaging in any unlawful act.

**alcohol or drugs** means the effects of alcohol or drug misuse or any illicit drug use.

*\* Note: these exclusions will also apply as and from the date of an approved increase or reinstatement – see pages 19 and 20.*

<sup>^</sup>Where this exclusion is being applied to:

- an increase in cover, this is a reference to “the date of the increase”.
- reinstated cover, this is a reference to “the date of reinstatement”.

# PRIVACY NOTIFICATION STATEMENT

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

## Your Consent

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

## Collection of Personal Information

We collect personal information (including sensitive information) for the purpose of processing insurance applications, administering your Policy and assessing and paying claims under the Policy.

Where possible, we will collect personal information directly from you or, where that is not reasonably practical, from other sources. If you do not provide this information in whole or in part we may not be able to provide the services you require, or you may be deemed to not have complied with your duty of disclosure which could affect the outcome of any claim you submit.

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

## Disclosure and Use of Personal Information

The personal information that we collect from (or about you) may be used to consider any other applications you may make to us, designing or underwriting new insurance products, for research and analytical purposes, to perform administrative functions (including for example accounting, risk management staff training, etc), and to comply with our legal obligations.

We may disclose personal information:

- to agents, third party service providers and related companies who assist us in processing any application or claim for insurance, such as reinsurers, our advisers, persons involved in claims, medical service providers, external claims data collectors, investigators and verifiers and your employer;
- to agents and third party service providers who perform functions or services on our behalf, such as IT services and mailing functions;
- where otherwise required by law.

Some of the related companies we may disclose personal information to may be located in overseas countries including the United Kingdom, India, The United States of America and Switzerland.

## Marketing

We may disclose personal information to the licenced distributor of your insurance or such other licenced distributors that we choose in order for those entities to offer or promote products and services which may be of interest to you.

You may tell Freedom Insurance at any time if you wish to withdraw your consent to receiving information about products and services from either us or the licenced distributor.

# DUTY OF DISCLOSURE

## Privacy Policy

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

You may obtain a copy of our privacy policy at [www.freedominsurance.com.au/swissprivacypolicy](http://www.freedominsurance.com.au/swissprivacypolicy) or by calling Freedom Insurance.

## Contacting Freedom Insurance

If you wish to access, update or seek correction of any personal information, to make a complaint about a breach of privacy or if you have other query relation to privacy, further information can be obtained by contacting Freedom Insurance:

- **Email:** [service@freedominsurance.com.au](mailto:service@freedominsurance.com.au)
- **Telephone:** **1300 88 44 88** (Monday to Friday 9:00am – 6:00pm Sydney time)
- **Mail:** **GPO Box 3553, Sydney NSW 2001**

Before you enter into a contract of life insurance with us, both you and the proposed life insured have a duty under the Insurance Contracts Act 1984 to tell us anything that:

- you or the proposed life insured know may be relevant to our decision to provide the insurance cover to you and, if so, on what terms; or
- a reasonable person in the circumstances could be expected to know may be relevant to our decision to provide the insurance cover to you and, if so, on what terms.

This duty of disclosure continues until we agree to accept your application and issue your cover. The same duty to disclose these matters applies before you extend, vary or reinstate the insurance. This duty does not require you to tell us of matter that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we indicate that you do not need to tell us about.

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

## If You Do Not Tell us Something

If you or the life insured fail to comply with the duty of disclosure or provide us with incorrect information, we may cancel your Plan or any insurance issued hereunder, decline a claim or otherwise reduce the amount we have to pay in the event of a claim as permitted by the Insurance Contracts Act.

# DIRECT DEBIT REQUEST SERVICE AGREEMENT

## Definitions

**account** means the account held at your financial institution from which we are authorised to arrange for the insurance premium to be debited.

**agreement** means the Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you is due to us.

**debit payment** means a particular transaction where a debit is made to your account.

**direct debit request** means the direct debit request you have provided to us.

**insurance premium** means the premium payable for the life insurance cover provided under Freedom Loan Protection at the debit day.

**we/us/our** means Swiss Re Life & Health Australia Limited (or any subsequent insurer of the insurance product).

**you/your** means the customer who provided the direct debit request to us.

**your financial institution** is the financial institution where you hold the account that you have authorised us to debit.

## 1. Debiting Your Account

- 1.1 By providing a direct debit request, you have authorised us to arrange for funds to be debited from your account for the purpose of paying the premium on the life insurance cover provided by Freedom Loan Protection. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account for payment of the insurance premium as authorised in the direct debit request. The amount of the

insurance premium may vary from time to time and we will not notify you of this variation unless we are required to do so under the terms and conditions of Freedom Loan Protection.

- 1.3 We will not issue a billing notification prior to debiting your account.
- 1.4 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited, you should ask your financial institution.

## 2. Changes by us

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

## 3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on **1300 88 44 88**. However this is subject to:
  - 3.2 If you wish to stop or defer a debit payment you must notify us at least seven (7) days before the next debit day. This notice should be given to us in the first instance.
  - 3.3 You may also cancel your authority for us to debit your account at any time by giving us at least seven (7) days' notice before the next debit day. This notice should be given to us in the first instance.
  - 3.4 You may also cancel a direct debit request by contacting your own financial institution.

## 4. Your Obligations

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

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

## 5. Disputes

- 5.1 If you believe that there has been an error in debiting your account, you should notify us on **1300 88 44 88** and confirm that notice in writing with us as soon as possible so that we can resolve your query.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so

that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still contact your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## 6. Accounts

- 6.1 You should check:
- (a) with your financial institution whether direct debiting is available from your account, as direct debiting is not available on all accounts offered by financial institutions;
  - (b) your account details which you provided to us are correct by checking them against a recent account statement; and
  - (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 7. Confidentiality

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

## 8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should call **1300 88 44 88** to obtain our appropriate mailing address and/or fax number.
- 8.2 Where we are providing you with notification in writing we will send the notice in the ordinary post to the address you have given us in the direct debit request. Any notice will be deemed to have been received on the third banking day after it is posted.

## 9. Change of Life Insurer

- 9.1 If we cease to be the “insurer” of the life insurance cover provided by the Freedom Loan Protection as a result of the insurance being transferred to another registered life insurer, then in order for premium payments to continue, the authorities provided to us under your direct debit request will be transferred to the new insurer without the need for your consent.

## 10. Providing Instructions

- 10.1 Your direct debit request may be provided to us in writing, by calling us on **1300 88 44 88** or by such other electronic means that we choose to accept from time to time.
- 10.2 Unless we require otherwise, instructions from you in connection with this agreement (including any change to the account to which your direct debit request applies) may be provided to us in writing, by calling us on **1300 88 44 88** or by such other electronic means that we choose to accept from time to time.

## Freedom Insurance

All enquiries regarding Freedom Loan Protection should be directed to Freedom Insurance.

### Phone

1300 88 44 88

### Fax

1300 98 67 95

### Email

[service@freedominsurance.com.au](mailto:service@freedominsurance.com.au)

### Postal address

PO Box 3553, Sydney NSW 2001

Freedom Loan Protection is issued by Swiss Re Life and Health Australia Limited of Level 36, Tower Two, International Towers Sydney, 200 Barangaroo Avenue Sydney NSW 2000 and is distributed by Freedom Insurance Pty Ltd and its representatives.

[freedominsurance.com.au](http://freedominsurance.com.au)

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