



ANZ Loan Protection

Product Disclosure Statement (PDS) & Policy

30 July 2007

ING Life Limited (ING Life)
Issues the Life Cover
ABN 33 009 657 176
AFS Licence No. 238341
Telephone: 133 863

QBE Insurance (Australia) Limited (QBE)
Issues the Sickness and Accident and
Involuntary Unemployment covers
ABN 78 003 191 035
AFS Licence No. 239545
Telephone: 1300 552 253

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1. What is ANZ Loan Protection?

ANZ Loan Protection is a Consumer Credit Insurance (CCI) Policy designed to meet your Loan repayments in the event of sickness, accident or involuntary unemployment or payout your Loan in the event of your death.

ANZ Loan Protection provides cover for Life, Sickness and Accident and Involuntary Unemployment. Cover options include:

- › Life and Sickness and Accident cover; or,
- › Life, Sickness and Accident and Involuntary Unemployment cover.

2. Important Information

Before you purchase a CCI Policy, you should find out what is covered and what is not covered by reading this PDS & Policy in full.

This document contains important information that is designed to help you decide whether to buy Loan Protection. It is important to read this document before you make a decision. You need to carefully read it to understand what the Policy does and does not cover.

This insurance is not compulsory and a credit provider cannot insist upon CCI as a condition of a Loan. You should also be aware that you may effect CCI with the insurer of your choice.

We issue this Policy on the basis of information you supply in the policy schedule.

There is more than one product covered by this PDS and Policy and the insurers of each are:

- › Life covers are underwritten by ING Life;
- › Sickness and Accident and Involuntary Unemployment covers are underwritten by QBE.

Each insurer only accepts liability and provides general product advice in this PDS and Policy in respect to the insurance cover that they are the insurer of.

Authority to Act

In arranging this insurance, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ) is acting on behalf of ING Life and QBE and not as your agent.

Variation of cover

Parts of this PDS and Policy differ from the standard cover noted in the Insurance Contracts Act, 1984 and associated Regulations and may contain unusual terms. This PDS and Policy is provided so you fully understand the nature of the cover.

Current Information

The information in the PDS and Policy is based on the continuance of present laws and our interpretation of these laws and is up to date at the time of preparation. However, some information may change from time to time. We will issue a supplementary or replacement PDS and Policy if there is a materially adverse change or omission from this PDS and Policy. For other changes you can obtain up to date information at any time by calling 1300 552 253 or writing to us. We will send you a copy of the updated information upon your request.

Each insurer takes full responsibility for the whole of this PDS.

This Life Insurance cover is issued by ING Life under this Policy and is referable to ING Life Statutory Fund No.1.

3. Product Disclosure Statement

This Product Disclosure Statement (PDS) and Policy is designed to assist you to make informed choices about your insurance needs. The PDS & Policy provides a summary of the significant benefits and risks associated with this product. This PDS and Policy also contains information about costs and your cooling off period and other relevant information including other rights, terms and conditions and obligations relating to this product.

4. Contract of Insurance

Where we agree to provide cover we enter into a contract with you which is made up of:

1. the Product Disclosure Statement (PDS) and Policy
2. the policy schedule
3. any other notice we give you in writing.

You should keep these documents in a safe place.

5. Who can take out cover?

Anyone who is aged between 18 – 64 years, does not turn 65 during the loan term and has a Loan contract which does not exceed \$100,000, is eligible for ANZ Loan Protection. To be eligible for Sickness and Accident cover or Involuntary Unemployment cover, you must also be employed at the time of applying for the Policy.

6. What are the benefits?

Benefits under this policy are paid directly to the ANZ Loan account. The benefits under ANZ Loan Protection can be summarised in the following table:

Cover	Nature of Benefit	Main Limits and Conditions
Life cover	Pays outstanding balance of the Loan in the event of your death.	Cover available up to \$100,000 (less normal rebates or statutory charges and Loan repayments in arrears of more than two months). Cover is subject to the exclusions outlined in the table of exclusions on pages 5 and 6.
Sickness and Accident cover	Pays loan repayments for as long as you are disabled through sickness or accident and unable to work. You would be able to claim if you had an injury or sickness that prevented you from working.	Covers repayments up to a maximum of \$100,000. As a minimum a doctor's certificate will be required for proof of disability. There is a 5 day waiting period prior to claim. Cover is subject to the definitions on pages 9 & 10 and exclusions on pages 5 & 6 outlined in the Table of Exclusions.
Involuntary Unemployment cover	Pays Loan repayments if you lose your job involuntarily. You would be able to claim if you lose your job involuntarily.	Covers repayments for each 30 days, for up to 120 days per claim. There is a 14 day waiting period prior to claim. Cover is subject to the definitions and exclusions outlined in the Table of Exclusions on pages 5 & 6 and pages 9 & 10.

The maximum total cover available is your loan amount or \$100,000 which ever is the lesser.

7. What are the premiums?

Your premium is calculated at a rate per \$1,000 borrowed for Life, Sickness and Accident and Involuntary Unemployment cover.

In order to calculate your premium, we take various factors into consideration, including:

Premium factor	Description
> Your Loan amount	Your Life premium will be calculated on your ANZ Loan amount at the time this Policy is purchased
> The type of cover that you have selected	The premium is calculated on the cover type combination that you select
> Loan term	The premium is calculated on the term of your loan
> Details relating to any joint borrower	Each person listed on the policy is priced according to the details provided by you, however, you do receive a discount for a joint policy

The premium also includes amounts payable in respect of compulsory government charges including GST and Stamp Duty.

When you apply for this insurance, you will be advised of the premium. The amount will be set out in the policy schedule.

Joint policies will receive a 10% discount off the second insured premium.

To calculate premiums payable, visit <http://www.anz.com> and select :

1. Go to ANZ Calculators,
2. Get a quote for ... and
3. Loan Insurance

8. How can I pay my premium?

Your full term premium is fully funded into your Loan (the premium is calculated as part of your Loan and subject to interest charged).

9. When will your cover commence?

Cover commences from the date your Loan draws down as detailed in your Policy Schedule.

10. Commission

Some of your premium (currently 20% excluding Government charges), is paid to Australia and New Zealand Banking Group Limited as a commission.

11. Are there any risks in purchasing a Policy?

This Insurance is limited to the term of your Loan, provided your premiums are paid and you comply with your duty of disclosure. If you have another ANZ Loan Protection policy with us any cover in excess of \$100,000, for the aggregate total relevant benefit for Life, Sickness and Accident or Involuntary Unemployment, covers, is void.

Any advice contained in this PDS & Policy has been prepared without taking account of your objectives, financial situation or needs. You should therefore consider this PDS & Policy and the appropriateness of any advice, having regard to your own objectives, financial situation and needs before deciding whether to apply for an ANZ Loan Protection policy.

12. What is not covered by the Policy?

Benefits are not payable in the following circumstances:

- › More than one monthly benefit at the same time or Life Insurance benefit more than once.
- › Any benefit as a result of an event or circumstance listed in the Table of Exclusions and indicated by a “X”.

Table of Exclusions

Event or circumstance	Life	Sickness and Accident	Involuntary Unemployment
War or warlike activities (not including peace time manoeuvres)	X	X	X
Acts of terrorism		X	X
Illness or injury that is the subject of a medical consultation during the six months prior to the commencement date and leads directly or indirectly to sickness, accident or death in the first six months of the period of insurance	X	X	
Any illness sustained or manifested within 28 days of the commencement date		X	
Any involuntary unemployment occurring within 28 days of the commencement date			X
Involuntary unemployment which occurs as a result of the normal cessation or non-renewal of a contract			X
The conclusion of your original contract term			X

Event or circumstance	Life	Sickness and Accident	Involuntary Unemployment
Voluntarily resigning from work			X
Wilful misconduct			X
Retirement			X
The ending of your apprenticeship indenture			X
If you are unemployed at the commencement date of the Policy			X
Voluntary redundancy			X
If you are self employed, when you voluntarily: <ul style="list-style-type: none"> > cease trading permanently > wind up your business > sell your business 			X
Childbirth, abortion or pregnancy (including conditions accelerated or induced thereby)		X	X
Employed for income for less than a minimum average of 10 hours per week		X	X
Alcoholism, drug addiction or the influence of intoxicating liquor or drugs		X	X
An intentionally self inflicted sickness or accident (including suicide within the first 13 months) or engaging in a criminal act	X	X	X
Lockouts, taking part in riots, civil commotion or strikes		X	X
Engaging in professional racing of any kind except foot racing		X	X
Flying or taking part in aerial activity except as a fare paying passenger in a motor propelled fixed wing aircraft and/or helicopter owned and/or operated by a recognised airline or licensed charter company		X	

13. Policy termination

The Policy terminates on the earliest of:

- > the repayment of the Loan or date when the Loan is refinanced, discharged or terminated;
- > the expiry date of the period of insurance shown on the Application;
- > your 65th birthday;
- > cancellation of the Policy by you, in writing, to us;
- > payment of the Life cover or full Sickness and Accident cover;
- > date of your death;
- > the date you are no longer a permanent resident of Australia or you reside outside of Australia for more than 6 months (unless otherwise agreed in writing by us);
- > if we are advised by ANZ that you have obtained your loan fraudulently;
- > if you and we are advised by ANZ that you have defaulted on your loan and it has subsequently been sold to a third party for collection; or
- > us exercising our rights to cancel the Policy in accordance with relevant legislation.

14. Your insurance cover

Life Benefit

If you die, we will pay the outstanding balance of the Loan, less any charges and arrears of monthly repayments (outstanding loan payments) of more than two (2) months at the date of death.

The most we will pay under this cover is \$100,000.

Sickness and Accident Benefit

For each day of sickness or accident, we will pay 1/30th of the monthly repayment after the first 5 days of your sickness or accident.

The most we will pay under this cover is \$100,000, no matter how many times you claim.

Involuntary Unemployment Benefit

(If shown as cover on your policy schedule approved by us)

For each day of Involuntary Unemployment, we will pay 1/30th of your loan repayment after the first 14 days of Involuntary Unemployment. This benefit is paid for a maximum of **120 days**.

After you have made a claim for involuntary unemployment, you must resume permanent employment for at least 6 months before you can make another involuntary unemployment claim.

Joint Cover

If you have joint cover, and one of you makes a claim, we will pay the amounts of cover outlined. We won't limit what we pay to your share of the Loan. If you both claim at the same time, we will pay 50% of each insured's obligation, i.e. 100% of the total amount.

15. Taxation

Generally premiums for your cover are neither tax deductible, nor are benefits assessable for income tax purposes. Any tax enquiries should be returned to your tax advisor who can take into consideration your personal circumstances.

16. Your duty of disclosure

When answering our questions, you must be honest and truthful and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the Policy and on what terms.

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want covered by the Policy.

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having worked.

17. Privacy

ING Life Limited

We are committed to ensuring the confidentiality and security of your personal information. In May 2002 ING Group formed a joint venture with ANZ for the provision of certain financial products and services in the areas of superannuation and investment products and life and risk insurance policies. A number of ANZ companies now fall within the ING Group including ING Life Limited. The ING Privacy Policy details how ING Life manages personal information. A list of ING and ANZ entities are identified in the ING Privacy Policy which is available on request or may be downloaded from <http://www.ing.com.au>

QBE Insurance (Australia) Limited

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

QBE has developed a privacy policy which explains what sort of personal information we hold about you and what we do with it. The QBE Privacy Policy may be downloaded from www.qbe.com or provided to you on request by calling us on 1300 552 253.

For further information about our Privacy policy or to access or correct your personal information, please contact

Write to us at: **The Compliance Manager**
QBE Insurance (Australia) Limited
GPO Box 82
Sydney NSW 2001; or
Email: **compliance.manager@qbe.com**

18. What if I change my mind?

When you apply for ANZ Loan Protection, you will receive a copy of the PDS, Policy and Policy Schedule which sets out the date on which your cover begins.

If you change your mind, you will then have 21 days from the end of the 5th day after the day you were sold the insurance, to notify the insurers of your cancellation.

19. Policy cancellation

You must notify QBE in writing to cancel your policy if:

- › You change your mind and no longer wish to keep this insurance; or
- › You pay out your Loan or your Loan is discharged, refinanced, restructured, foreclosed or terminated.

Send your notification, specifying your name, address, policy number and the account number for your Loan, signed and dated by you to:

**ANZ Loan Insurance c/o QBE Insurance
P.O. Box 219 Parramatta NSW 2124; or**

Email: **Email: anz@QBE.com**

20. Refund of premium

Subject to your cooling off rights, in the event of early termination of this Policy, we will refund part of your premium in accordance with relevant legislation. We will not refund any premium where a Life benefit has been paid or where the total Sickness and Accident benefit has been paid.

If you cancel your policy after the 21 day cooling off period, refunds will be credited into your Loan account. In calculating your refund we take into account the administration costs at the initiation of the policy, the higher risk and greater outstanding Loan amount.

21. How to make a claim

(If you do not comply with these conditions we may refuse to pay or reduce a claim)

- › You must contact us within 30 days or as soon as practical to notify us of an event which may give rise to a claim.
- › We will send you a claim form which you must, within 14 days of receipt or as soon as practical, fully complete and return together with written statements, medical certificates for sickness and accident claims and any other relevant evidence we may need.
- › We have the right to make any reasonable enquiries in relation to a claim. We have the right to have you medically examined at our expense.

If you have any enquiries you should call: **1300 552 253**

Benefit	Waiting period (prior to claim)	What you need to provide us
Life	Nil	<ul style="list-style-type: none">› Written notice of the event› Evidence of age› Death Certificate› Any other evidence that we may require
Sickness and Accident	5 days	<ul style="list-style-type: none">› Completed claim form› Medical evidence by a medical practitioner agreed by us› Evidence that you are following the advice of a medical practitioner› Confirmation from your employer that you were absent from work› Any other evidence that we may require
Involuntary Unemployment	14 days	<ul style="list-style-type: none">› Completed claim form› Evidence that you have been involuntarily terminated from your employer› Certification from a Federal Government approved Job Network member that you are unemployed and actively seeking employment› Any other evidence that we may require

We will decline a claim for any cover if you/your partner:

- › Fails to seek medical attention and/or treatment and/or fails to follow medical advice;
- › Unreasonably refuses to attend an independent examination by a medical practitioner requested and paid for by us;
- › Fails to register with an approved Job Network member; and/or,
- › Fails to return requested documentation.

Replacement policies:

If this policy replaces an existing policy with us, as a result of you re-financing or varying your loan, and you are not covered under the terms of this replacement policy, then you may be able to claim under the terms and conditions of your previous policy.

If your claim would have been payable under the previous policy, then this replacement policy will respond to your claim at the lesser of the amount payable under the previous policy and this replacement policy.

For this benefit to apply, the commencement date of this replacement policy must be within one working day after the cancellation date of the previous policy.

If you have any enquiries you should call: **1300 552 253**

22. Resolving your problems

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to any complaint you may have within 15 days. If you would like to make a Complaint or access the internal dispute resolution process, please contact us.

Call us on: **1300 552 253**

Write to us at: **ANZ Loan Insurance c/o QBE Insurance
P.O. Box 219 Parramatta NSW 2124**

If you are unhappy with the response from us, you may contact Insurance Ombudsman Service Limited (IOS) for complaints on Sickness and Accident or Involuntary Unemployment cover on **1300 780 808** or write to them at **P.O. Box 561 Collins St West Melbourne VIC 8007**.

For disputes on Life cover, you may contact the Financial Industry Complaints Service (FICS) on **1300 780 808** or write to them at **P.O. Box 579 Collins St West Melbourne VIC 8007**.

IOS and FICS are independent bodies whose services are available to you at no cost.

23. General Insurance Code of Practice

We support the General Insurance Code of Practice. The Code aims to:

- promote better, more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers, and the professionals they rely upon, to higher standards of customer service.

You can obtain a copy of the code by calling **1300 552 253**.

24. Updating the PDS

We may update the information contained in the PDS when necessary. A paper copy of any updated information is available to you, at no cost, by calling us. We will issue you with a new PDS, or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or omission, which is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy.

25. Queries regarding your Policy

Contact QBE Insurance if you have any queries regarding your Policy:

Call us on: **1300 552 253**

Write to us at: **QBE Insurance
P.O. Box 219 Parramatta NSW 2124; or**

Email: **anz@QBE.com**

26. Definitions

The following sets out what we mean by certain terms when used in this PDS & Policy.

Accident means bodily injury unintentionally caused solely and directly by external and visible means as a result of an accident occurring after the commencement date.

ANZ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and each of its related corporations and any person, entity or corporation with whom ANZ Group enters into a joint venture, partnership or similar business arrangement.

Commencement Date means the date when your ANZ Loan is drawn.

Injury means bodily injury unintentionally caused solely and directly by external and visible means as a result of an accident occurring after the commencement date.

Involuntary Unemployment means:

- › You are not in permanent employment or self employed due to being involuntarily terminated; and
- › You are certified as unemployed by a Federal Government approved Job Network member.
- › Section 12 of the Policy outlines what is excluded under the Involuntary Unemployment benefit.

Loan means the loan referred to in the application approved by ANZ.

Medical Practitioner means someone legally qualified and registered to practise medicine other than you or members of your immediate family.

Medical Consultation means any activity undertaken for the detection, treatment or management of a medical condition including but not limited to the application of prescribed drugs or therapy whether conventional or alternative.

Monthly Benefit means the regular monthly Loan repayment (excluding any residual, balloon or other final lump sum payment made at the maturity date) payable to ANZ.

Outstanding Loan Amount means the balance remaining on your Loan at the date of incident. This does not include any funds which are in arrears prior to the date of a claimable event.

Employed or Employment means you are working permanently on a full time, part time or casual and continuous basis for wages or income for a minimum of 10 hours per week (average) and you are not in employment of a temporary nature.

Policy Schedule means the policy schedule approved by us confirming cover.

Self Employed means a person:

- › who derives the majority of his/her income from a trade or a business (including self proprietors or business partners);
- › is an owner, sole trader, shareholder; or director of the business;
- › has control or power over the business;
- › is working within the business for at least 10 hours per week; and
- › is not a working employee for someone else.

Sickness and Accident means:

- a. your total and continuous inability due to illness or injury to perform your usual occupation for up to 12 months, and, thereafter means your total and continuous inability to engage in or attend to any gainful occupation; and,
- b. is so certified by a medical practitioner.

Terrorism means any act of any person acting on their own or in connection with an organisation or foreign government which can involve the use of, or threat of, force or violence where the purpose, by its nature or context, is to put the public or a section of the public in fear, to resist or influence a government or, to further an ideological, religious, ethnic or similar aim, where such act is directly or indirectly caused by, contributed to by, resulting out of or in connection with biological, chemical or nuclear weapons, pollution or contamination.

Usual Occupation means any occupation for which you possess the training, skill or experience.

We, Our or Us means ING Life in respect of the Life cover and QBE with respect to the Sickness and Accident and Involuntary Unemployment covers. Each insurer only accepts liability in respect of the insurance they are the insurer of.

You or Your means the insured person(s) named in the policy schedule.