

# Supplementary Product Disclosure Statement

12 March 2014

**This Supplementary Product Disclosure Statement (SPDS) is dated 12 March 2014, and supplements each Product Disclosure Statement and Policy (PDS) listed below. This SPDS is to be read together with the PDS, Policy Schedule and any other SPDSs issued for that product.**

**Terms that are defined in the PDS have the same meaning in this SPDS.**

This SPDS and each of the products listed below are issued by OnePath Life Limited (**OnePath Life**) ABN 33 009 657 176, AFSL 238341. OnePath Life takes full responsibility for this SPDS. Australia and New Zealand Banking Group Limited (**ANZ**) ABN 11 005 357 522 is an authorised deposit taking institution (Bank) under the *Banking Act 1959* (Cth). OnePath Life is owned by ANZ – it is the issuer of this product but is not a Bank. Except as set out in the issuer's contract terms (including the PDS), this product is not a deposit or other liability of ANZ or its related group companies. None of them stand behind or guarantee the issuer.

<b>Product Name</b>	<b>Date of PDS</b>
ProSecure Income Replacement Plan	1 March 2011
EasyProtect Life	28 April 2011
EasyProtect Income	28 April 2011
EasyProtect 50+ Life Cover	28 April 2011
EasyProtect Major Illness	28 April 2011
OnePath Accident Cover Plus	20 March 2012

The purpose of this SPDS is to:

1. update the Privacy Statement section in the PDS; and
2. include a new Sanctions section in the PDS

## **1. Replace the Privacy Statement section in the PDS with that below:**

### **Privacy**

In this section 'we', 'us' and 'our' refers to OnePath Life Limited and other members of the ANZ Group. 'You' and 'your' refers to the policy owner and life insureds.

We collect your personal information from you in order to manage and administer our products and services. Without your personal information, we may not be able to process your application or provide you with the products or services you require.

We are committed to ensuring the confidentiality and security of your personal information. Our Privacy Policy details how we manage your personal information and is available on request or may be downloaded from [onepath.com.au/privacy-policy](http://onepath.com.au/privacy-policy)

In order to undertake the management and administration of our products and services, it may be necessary for us to disclose your personal information to certain third parties.

Unless you consent to such disclosure we will not be able to consider the information you have provided.

### **Providing your information to others**

The parties to whom we may routinely disclose your personal information include:

- an organisation that assists us and/or ANZ to detect and protect against consumer fraud
- any related company of ANZ which will use the information for the same purposes as ANZ and will act under ANZ's Privacy Policy
- an organisation that is in an arrangement or alliance with us and/or ANZ to jointly offer products and/or to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or us and/or ANZ to provide you with products or services and/or to promote a product or service
- organisations performing administration and/or compliance functions in relation to the products and services we provide
- organisations providing medical or other services for the purpose of the assessment of any insurance claim you make with us (such as reinsurers)

- our solicitors or legal representatives
- organisations maintaining our information technology systems
- organisations providing mailing and printing services
- persons who act on your behalf (such as your agent or financial adviser)
- the policy owner (where you are a life insured who is not the policy owner), and
- regulatory bodies, government agencies, law enforcement bodies and courts

We will also disclose your personal information in circumstances where we are required by law to do so. Examples of such laws are:

- The *Family Law Act 1975* (Cth) enables certain persons to request information about your interest in a superannuation fund, and
- There are disclosure obligations to third parties under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

## Privacy Policy

Our Privacy Policy contains information about:

- when we or ANZ may collect information from a third party
- how you may access and seek correction of the personal information we hold about you, and
- how you can raise concerns that we or ANZ has breached the Privacy Act or an applicable code and how we and/or ANZ will deal with those matters.

## Information required by law

ANZ may be required by relevant laws to collect certain information from you. Details of these laws and why they require us to collect this information are contained in our Privacy Policy at [onepath.com.au/privacy-policy](https://onepath.com.au/privacy-policy)

## Life risk – sensitive information

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

## Privacy consent

We and other members of the ANZ Group may send you information about our financial products and services from time to time. ANZ may also disclose your information to its related companies or alliance partners to enable them or ANZ to tell you about a product or service offered by them or a third party with whom they have an arrangement.

If you do not want us, ANZ or our alliance partners to tell you about products or services, phone Customer Services on 13 16 14 to withdraw your consent.

Where you wish to authorise any other parties to act on your behalf, to receive information and/ or undertake transactions please notify us in writing.

If you give us or ANZ personal information about someone else, please show them a copy of this document so that they may understand the manner in which their personal information may be used or disclosed by us or ANZ in connection with your dealings with us or ANZ.

You can contact us about your information or any other privacy matter as follows:

GPO Box 75  
Sydney NSW 2001

Email: [privacy@onepath.com.au](mailto:privacy@onepath.com.au)

We may charge you a reasonable fee for this.

If any of your personal information is incorrect or has changed, please let us know by contacting Customer Services on 13 16 14.

More information can be found in our Privacy Policy which can be obtained from our website at [onepath.com.au/privacy-policy](http://onepath.com.au/privacy-policy)

## Privacy law changes from 12 March 2014

From 12 March 2014, we and the ANZ Group must provide you with the following information about overseas recipients of personal information.

### Overseas recipients

We or ANZ may disclose information to recipients (including service providers and related companies) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia.

You can find details about the location of these recipients in ANZ's Privacy Policy at [anz.com/privacy](http://anz.com/privacy)

## **2. Insert the following new section in the PDS titled 'Sanctions' after the section titled 'Privacy':**

### Sanctions

A life insured agrees that OnePath Life may delay, block or refuse to process any transaction without incurring any liability if OnePath Life suspects that:

- the transaction may breach any laws or regulations in Australia or any other country,
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country, or
- the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Australia or any other country.





# EasyProtect Income

Product Disclosure Statement and Policy  
28 April 2011

## About this PDS

This Product Disclosure Statement and Policy (PDS) sets out the features, benefits, risks and exclusions of this product and provides information about the costs of the product.

The information in this PDS is of a general nature and does not take into account your personal needs and financial circumstances. You should consider the appropriateness of the information, having regard to your objectives, financial situation and needs. You should read this PDS and consider whether this product is right for you.

References to 'you' or 'your' in this PDS refer to the policy owner and the life insured, as named in the Policy Schedule.

### Policy issuer

If your application for cover under this product is accepted, your policy is issued by OnePath Life Limited (ABN 33 009 657 176, AFSL 238341) (referred to in this document as 'OnePath Life', 'OnePath', 'we', 'our' or 'us').

Our contact details are:

#### **OnePath Life Limited**

347 Kent Street  
Sydney NSW 2000  
Phone: 1800 500 229

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

### What documents make up your policy?

Your policy consists of the following documents:

- this PDS and any Supplementary Product Disclosure Statement (SPDS) we may subsequently provide to you
- your Policy Schedule, and
- any endorsements or other notices we may give to you in writing.



# Features

## Eligibility to apply

To be eligible to apply for cover, you must:

- be aged between 18 and 59
- be an Australian or New Zealand citizen or a holder of an Australian Permanent Residency Visa
- be currently working more than 20 hours per week in your main occupation
- have been employed or self-employed continuously for 12 months in Australia or New Zealand in the 24 months prior to your application for cover, and
- be currently residing in, and receiving this PDS in, Australia.

## Occupation category

When you apply for cover your main occupation will determine whether you are in the standard risk or the special risk occupation category.

If you are classed by us as having a special risk occupation:

- your Income Benefit is not payable for a disability caused by the occupational duties you perform, and
- the optional Total and Permanent Disability (TPD) Benefit is not available.

## Cover amounts

The following tables show the minimum and maximum cover amounts you can apply for (depending on your occupation category) under the Income Benefit and the optional Total and Permanent Disability (TPD) Benefit.

We may limit the total cover amount we pay under the policies you have with us (as described in the 'Benefit limitations' section of this PDS).

### Income Benefit

Occupation category	Minimum monthly benefit	Maximum monthly benefit
Standard risk	\$1,000	75% of your monthly earnings* up to a maximum monthly benefit of \$10,000
Special risk	\$1,000	75% of your monthly earnings* up to a maximum monthly benefit of \$3,000

\* For the self-employed (including a working director), monthly earnings means the gross monthly income generated by the business as a result of your personal exertion after allowing for the costs and expenses incurred in deriving that income

or

if you are employed, monthly earnings means your gross monthly income earned from personal exertion by way of total remuneration package, including fringe benefits and any other type of remuneration.

### Total and Permanent Disability Benefit (Optional)

Occupation category	Minimum sum insured	Maximum sum insured
Standard risk	\$50,000	\$500,000
Special risk	Not available	

# Benefits

## Income Benefit

During the period of cover, if due to illness or injury, you are assessed as disabled and unable to work in your regular occupation, we will pay the monthly amount payable for the Income Benefit.

To be eligible to claim for this benefit you must:

- become disabled after the policy acceptance date
- be disabled throughout the entire waiting period, and
- be continuously disabled since the end of the waiting period (unless your claim is a recurring claim).

Your Policy Schedule will show the Income Benefit, the benefit period and waiting period you have chosen.

You may decrease the Income Benefit shown on your Policy Schedule at any time - the amount of cover is guaranteed never to decrease unless you choose to decrease it, or we reduce the cover in accordance with our legal rights.

## Monthly amount payable for the Income Benefit

The monthly amount payable for a valid claim may be less than the Income Benefit shown on your Policy Schedule, depending on your pre-claim earnings and other payments.

The monthly amount payable for the Income Benefit is the lesser of:

- the Income Benefit shown on your Policy Schedule, or
- 75% of your average monthly pre-claim earnings less other payments.

**Note:** We may offset any payments defined as 'other payments' in the section entitled, 'Glossary of important terms'

If you are receiving other payments, we will reduce the monthly amount payable for the Income Benefit (as calculated above) so that the combined total of the amount we pay and the other payments you receive is no more than the greater of:

- the Income Benefit otherwise payable, or
- 75% of your average monthly pre-claim earnings.

At the time of claim we require you to provide satisfactory financial evidence of your pre-claim earnings.

We will stop paying the Income Benefit when you are no longer disabled or at the end of your benefit period, whichever occurs first.

The Income Benefit is payable monthly in arrears with the first payment occurring one month after the waiting period ends.

If you are disabled for less than a month after the waiting period ends, we will pay 1/30th of the monthly amount payable for the Income Benefit for each day you are disabled.

## One benefit payable

You are only entitled to one Income Benefit payable at any one time under this cover, even if you suffer more than one illness or injury giving rise to a claim.

## Recurring claims

If your illness or injury recurs within six months of your last benefit payment and you need to restart your claim, we will treat it as a continuation of your previous claim. In this circumstance, the waiting period will be waived.

If your illness or injury recurs more than six months after your last benefit payment, it will be treated as a separate claim and a new waiting period and benefit period will apply. You must have sufficiently recovered from your illness or injury, and returned to work in your regular occupation or any other gainful occupation for at least six continuous months in order for us to treat the claim as a separate claim.

## Benefit period

The benefit period is the maximum period of time that you will be paid for any one illness or injury claim you make under your Income Benefit.

When you apply for a policy you can choose a six month, 12 month or two year benefit period. The benefit period you have chosen is shown on the Policy Schedule.

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

- the end of the chosen benefit period shown on the Policy Schedule
- the date you are no longer disabled, or
- the date your policy ends.

A separate benefit period applies for each separate illness or injury for which you can make a claim under this policy, unless it is a recurring claim. If your claim is a recurring claim the benefit period is reduced by any previous periods for which benefits were paid for that illness or injury and no waiting period will apply.

## Waiting period

The waiting period is the period you must wait before the Income Benefit becomes payable under your policy.

When you apply for a policy you can choose either a 30 day or 90 day waiting period. The waiting period you have chosen is shown on the Policy Schedule.

The waiting period starts the day you consult a medical practitioner and received advice confirming disability.

If you return to work in your regular occupation or any other gainful occupation during the waiting period for more than five consecutive days, the days spent at work will be added to the remaining waiting period.

If you return to work in your regular occupation or any other gainful occupation for more than five consecutive days, and a medical practitioner confirms that you are disabled again, the waiting period will restart from the day after the last day you worked.

A separate waiting period applies for each illness or injury for which you are entitled to make a claim under this policy, unless it is a recurring claim.

## Total and Permanent Disability Benefit (Optional)

The Total and Permanent Disability (TPD) Benefit is an optional cover which provides a lump sum payment to you for a valid claim if you are assessed by us as being totally and permanently disabled.

The Policy Schedule will show if you have cover for the TPD Benefit including the sum insured for this benefit, and the date from which the cover commenced.

Upon payment of the TPD Benefit, cover under your policy for this benefit will end and the premium payable for your policy will be recalculated based on your Income Benefit shown on your Policy Schedule or Annual Policy Summary current at the time.

## Indexation

At each policy anniversary, the Income Benefit and the TPD Benefit (if applicable) will automatically increase by the indexation factor.

As the Income Benefit and TPD Benefit (if applicable) increase, your premium will also increase. If you do not want the indexation increase, you must notify us within 30 days of the increase occurring.

We will cease to offer indexation when you reach the maximum monthly benefit for the Income Benefit or maximum sum insured for the TPD Benefit (if applicable), as shown in the 'Cover amounts' section of this PDS.

## Healthy Living Benefit

If no claim is made under the policy in the first year after the policy acceptance date, and provided all premiums have been paid when due, and the policy is in force on the first policy anniversary, we will pay you a one off Healthy Living Bonus of \$100. Payment of this benefit will be made within 60 days of the first policy anniversary of the policy.

## Benefit payments

All benefits are paid to you. Benefits are payable under the terms and conditions of the policy. You must also satisfy our claim requirements.

## Benefit limitations

We may limit the total cover amount we pay under all policies you have with us in two ways:

1. If you have more than one EasyProtect Income policy, we may limit the total of all cover amounts payable to the maximum monthly benefit for the Income Benefit and maximum sum insured for the Total and Permanent Disability Benefit (as shown in the 'Cover amounts' section of this PDS).

and

2. Where you are the life insured under more than one policy issued by us, we may also limit the Total and Permanent Disability Benefit (TPD) cover amounts payable under this policy so that the total of lump sum payments do not exceed \$3 million.

If we limit cover in accordance with this section, we will refund premiums in respect of the reduced portion of cover on a pro-rata basis.

# General information

## About the premium

We calculate your premium at the policy acceptance date and at each policy anniversary. The premium payable for the first year of your policy will be shown on your Policy Schedule.

Premiums can be paid fortnightly, monthly or annually by direct debit from a credit card or bank account.

You need to pay your premiums when due to keep your policy in force, including when you have made a claim or you are receiving benefits under this policy.

This policy does not have a savings, investment, cash or surrender value. The premiums for this policy are paid into our No. 1 Statutory Fund.

You may be entitled to earn Qantas Frequent Flyer points on the premiums you pay for this policy. Please visit our website at [onepath.com.au/qff-terms-conditions](http://onepath.com.au/qff-terms-conditions) for details.

## Discounts for paying premiums annually

If you pay your premium annually, a discount will apply. The discount will be included in the calculation of your annual premium amount as shown in your premium quotation.

## Premium rates

We calculate the premium by reference to a table of premium rates for the cover(s) selected. A premium quotation will be provided to you when you apply.

In setting the premium rates we take into consideration your age, gender, smoker status, your occupation category, the costs of setting up and administering the policy, a policy fee and any stamp duty and other government charges that may apply.

We may increase the premium rates at any time, but only after giving you 30 days notice of the change and only with effect from the policy anniversary after the change. Premium rates cannot increase for an individual policy within a defined risk group unless all premium rates for all policies in that defined risk group are increased.



## Exclusions

We will not pay a claim arising directly or indirectly from:

- a pre-existing medical condition occurring in the two years before the policy acceptance date.

A pre-existing medical condition is an injury, illness, condition or related symptom:

- that you (or a reasonable person in your position) were aware of, or should have been aware of; or
  - for which you had, or were intending to have, a medical consultation; or
  - for which a reasonable person in your circumstances would have had a medical consultation.
- a mental illness condition
  - war (whether formally declared or not), hostilities, civil commotion or insurrection
  - pregnancy, giving birth, miscarrying or having a pregnancy termination.

However, if you are disabled (excluding from a mental illness condition) for more than three months from the date the pregnancy ends, we will pay benefits from the end of that three month period.

- your intentional act or omission
- your participation in, or training for, professional sports or speed contests
- you visiting a country for which the Australian Department of Foreign Affairs and Trade (DFAT) has issued a 'Do Not Travel' warning advice that is in force during the time you stay in that country.

## Policy start and end

Cover under your policy begins on the policy acceptance date.

Your policy will end when the earliest of the following events occurs:

- the policy anniversary after you turn 65
- cancellation of your policy by you
- the date we cancel and/or avoid your policy in accordance with our legal rights, or
- if we do not receive the premiums when due.

Cover for the TPD Benefit ends on the date we pay the full TPD Benefit sum insured - your premiums will be recalculated based on your Income Benefit shown on your Policy Schedule or Annual Policy Summary current at the time.

## Area of cover

You are covered under your policy 24 hours a day, 365 days a year, anywhere in the world, subject to the terms and conditions of this policy.

## Cooling-off period and cancellation

You may cancel your policy at any time.

If the policy is cancelled or avoided during the 21 day cooling-off period, we will return any premiums paid, provided no claim has been made. After the cooling-off period, we will not refund any monthly or fortnightly premiums if the policy is cancelled. We will pay a pro rata refund where premiums are paid annually and you cancel the policy before the next annual payment is due.

You can cancel the policy within 21 days of receiving the Policy Schedule by contacting us on 1800 500 229.

## Insurance risks

The insurance risks you should be aware of include:

- the type of insurance cover you select may not provide the appropriate cover for your needs
- the amount of insurance cover you select may not be sufficient to cover your needs, and
- if we do not receive your premiums when due, we may cancel the policy in accordance with our legal rights and may not assess any claim that arises from an event that occurs after the cancellation date.

## Duty of disclosure

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

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

Your duty however does not require disclosure of matter:

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

## Non-disclosure

If you fail to comply with your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

## Misrepresentations

If your application for cover includes any misrepresentations and the insurer would not have entered into the contract on any terms if the misrepresentation had not been made, the insurer may avoid the contract within three years of entering into it. If your misrepresentation is fraudulent, the insurer may avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but to reduce the sum that you have been insured for in accordance with a formula that takes into account the premium that would have been payable if you had not made the misrepresentation.

## Claims

If a claim needs to be made, please call our Customer Services team on 1800 500 229 and we will advise you of all the necessary requirements and send the appropriate forms.

At the time of claim for the Income Benefit, we require you to provide satisfactory financial evidence of your pre-claim earnings and any other evidence we may reasonably request.

The maximum amount payable under the policy will be the amounts of the Income Benefit and the Total and Permanent Disability Benefit (if applicable) as specified on your Policy Schedule which was current at the time of the event. All amounts payable will be paid to you in Australian currency.

After you have made a claim, if your circumstances have changed you may wish to review your level of cover by calling us.

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

## Taxation

Taxation information in this PDS is based upon our interpretation and the continuation of legislation in place as at the date this PDS is prepared. The information is of a general nature and may not apply to your individual circumstances. You should seek professional advice on your own taxation position.

The Income Benefit will generally be considered income replacement. Therefore the premiums may be tax deductible and benefits paid will generally be assessable as income.

The TPD benefit is generally not considered to be income replacement. Therefore the premium may not be tax deductible and benefits paid will generally not be assessable as income.

## Complaint resolution

Please contact the Customer Services team on 1800 500 229 if you are dissatisfied with any matter relating to your policy or the manner in which a claim is handled.

If you are dissatisfied with OnePath's response, you can contact the Financial Ombudsman Service, an independent body whose services are available to you at no cost, by calling 1300 780 808, emailing [info@fos.org.au](mailto:info@fos.org.au) or writing to GPO Box 3, Melbourne, Victoria 3001.

## Privacy Statement

In this section 'we', 'us' and 'our' refers to OnePath Life and other members of the ANZ Group. We are committed to ensuring the confidentiality, security and privacy of your personal information. 'You' and 'your' refers to the policy owner and life insured.

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

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

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

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

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

We may send you information about our financial products and services from time to time. You may elect not to receive such information at any time by contacting Customer Services on 1800 500 229.

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

**Privacy Officer – OnePath**

GPO Box 75

Sydney NSW 2001

Phone: 02 9234 8111

Fax: 02 9234 8095

Email: [privacy@onepath.com.au](mailto:privacy@onepath.com.au)

If any of your personal information is incorrect or has changed, please let OnePath know by contacting Customer Services.

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

## Alternative Form of Remuneration Register

OnePath Life maintains an Alternative Form of Remuneration Register (Register) in accordance with the Financial Services Council (FSC) Industry Code of Practice on Alternative Forms of Remuneration in the Wealth Management Industry.

The Register outlines the alternative forms of remuneration which are paid and received from givers and receivers of such remuneration. The Register is publicly available and can be accessed by contacting OnePath Life.

This insurance product does not pay or receive any alternative remuneration.

## How to obtain up to date information

The information in this PDS may change from time to time. Updated information will be available free of charge from [onepath.com.au/important-information](http://onepath.com.au/important-information) or call 1800 500 229 for a paper copy. We will issue a supplementary or replacement PDS if there is a materially adverse change to or omission from information in this PDS.

## Glossary of important terms

**benefit period:** The maximum period you will be paid for any one illness or injury claim under your Income Benefit as set out in your Policy Schedule.

**disabled/disability:** Due to an illness or injury occurring after the policy acceptance date, you are:

- confirmed by a medical practitioner as being unable to perform the usual duties of your regular occupation necessary to produce income
- you are following the advice of a medical practitioner in relation to your illness or injury for which you are claiming, and
- you are not engaged in your regular occupation nor any other gainful occupation.

**employed/self-employment:** You are employed or self-employed (including a working director) in a gainful occupation for salary, reward or profit in any business, profession or occupation and working more than 20 hours per week.

Employment or self-employment includes maternity, paternity, or other paid or unpaid leave.

**illness:** An illness or disease which becomes reasonably apparent.

**immediate family member:**

- Your partner
- Your son, daughter, father, mother, father-in-law or mother-in-law, brother or sister.

**indexation factor:** The indexation factor is determined each year based on the percentage increase in the Consumer Price Index (CPI) (the weighted average of eight capital cities combined), as published by the Australian Bureau of Statistics (or its successor) for the 12 month period ending on 31 December each year. If the CPI reduces over the relevant period, the indexation factor will be zero.

Any subsequent increases in the CPI will first be offset against previous reductions in the CPI when we determine the next indexation factor. If the CPI is not published, we



will calculate the indexation factor from another retail price index which, in our actuary's opinion, is the closest to it.

**injury:** A bodily injury which occurs.

**main occupation:** The primary occupation that you are employed or self-employed in (including a working director), working more than 20 hours per week at time of application.

**medical consultation:** Any activity undertaken for the detection, treatment or management of an illness, injury, medical condition or related symptom, including but not limited to the application of prescribed drugs or therapy (whether conventional or alternative).

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

**mental illness condition:** Any mental illness condition classified in the Diagnostic and Statistical Manual of Mental Disorders, Volume IV, published by the American Psychiatric Association (or such replacement or successor publication we approve, or if none then a comparable publication as selected by us) which is current at the start of the period of disability. Such mental illness conditions include, but are not limited to:

- stress (including post traumatic stress)
- physical symptoms of a psychiatric illness
- anxiety
- depression
- psychoneurosis
- psychotic, personality, emotional or behavioural disorders, or
- disorders related to substance abuse and dependency which includes alcohol, drug or chemical dependency.

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

### **monthly earnings:**

- If you are self-employed (including a working director), the gross monthly income generated by the business as a result of your personal exertion after allowing for the costs and expenses incurred in deriving that income
- If you are employed, your gross monthly income earned from personal exertion by way of total remuneration package, including fringe benefits and any other type of remuneration.

### **other payments:** 'Other payments' are:

- workers compensation
- compensation for motor vehicle injury
- payments made under statute, regulation or ordinance
- damages paid under common law whether modified or not by statute
- payments received from any other disability income, illness or injury policies, including group insurance policies, or
- sick leave payments received. This does not include an entitlement to sick leave when it is not received or taken by you.

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

### 'Other payments' do not include:

- any business expenses disability insurance indemnifying against business expenses
- payments made to dependent children
- total and permanent disability benefits, trauma benefits, terminal illness benefits or superannuation benefits, or
- payments of sums awarded by a court for 'pain and suffering'.

**partner:** A spouse, de-facto spouse or person living in a bona fide domestic living arrangement with you, irrespective of their gender, where either or both provides the other with financial support, domestic support and personal care.

**policy:** The contract between you, the policy owner, and OnePath.

**policy acceptance date:** The date we accept your application and when cover starts, as set out in the Policy Schedule.

**policy anniversary:** The anniversary date of the policy acceptance date.

**policy owner:** The owner of the policy, as named in the Policy Schedule.

**Policy Schedule:** The document entitled 'Policy Schedule' issued by OnePath confirming the details of the life insured and the policy owner's insurance cover under the policy.

**pre-claim earnings:** The calculation of the highest average amount of monthly earnings for any period of 12 consecutive months in the two years immediately before you become disabled.

If you are on maternity, paternity or other paid or unpaid leave and you become disabled, your pre-claim earnings will be the highest average of the monthly earnings you have earned for any period of 12 consecutive months in the two years immediately before your leave commenced.

At the time of claim, we require you to provide satisfactory financial evidence of your pre-claim earnings and any other evidence we may reasonably request.

**reasonably apparent:** A reasonable person in the circumstances could be expected to have been aware of the symptoms.

**regular occupation:** The occupation in which you are regularly engaged (i.e. you earn your income, salary or wage from) at the time you suffer an illness or injury. If your regular occupation is limited to a recognised speciality within the scope of your degree or licence, your speciality is your regular occupation.

If you become disabled while you are unemployed or on maternity, paternity or other paid or unpaid leave, your regular occupation means the last occupation you performed before you became unemployed, or you went on maternity, paternity or other paid or unpaid leave.

After six months of your unemployment, maternity, paternity, paid or unpaid leave, your regular occupation is any occupation that you are reasonably capable of performing having regard to your education, training and experience.

**special risk:** An occupation that we class as 'special risk' on your Policy Schedule.

**standard risk:** An occupation that we class as 'standard risk' on your Policy Schedule.

**total and permanent disability:** We will pay the TPD Benefit if, as a result of illness or injury, you satisfy one of the following definitions:

1. a. you have been absent from, and unable to work in your regular occupation or any other gainful occupation, for three consecutive months, and
1. b. you are disabled at the end of this period of three consecutive months, to such an extent that you are unlikely ever again to be able to engage in any occupation for which you are reasonably suited by education, training or experience.

The date of total and permanent disablement will be the date three months after you permanently cease employment.

**or**

2. a. you suffer a permanent impairment of at least 25% of whole person function as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 4th edition, or an equivalent guide to impairment approved by us, and

2. b. you are disabled to such an extent that, as a result, you are unlikely ever again to be able to engage in any occupation for which you are reasonably suited by education, training or experience.

**or**

3. you suffer the total and permanent loss of the use of:

- two limbs, or
- the sight in both eyes, or
- one limb and the sight in one eye.

(where 'limb' is defined as the whole hand or the whole foot)

**or**

4. you suffer 'loss of independent existence', which means you are totally and permanently unable to perform at least two of the five activities of daily living without the assistance of another adult person. Activities of daily living are:

- bathing and/or showering
- dressing and undressing
- eating and drinking
- using a toilet to maintain personal hygiene, or
- getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid.

**or**

5. you suffer 'cognitive loss', which means a total and permanent deterioration or loss of intellectual capacity that has required you to be under continuous care and supervision by an adult person for at least six consecutive months and, at the end of that six month period, you are likely to require ongoing continuous care and supervision by an adult person.

**Survival period for TPD Benefit**

For conditions 2, 3 and 4 of the TPD definition, you must survive without life support for eight days from the date you satisfy the TPD definition for a TPD Benefit to be paid.

**unemployed/unemployment:** You are not engaged in any gainful occupation for salary, reward or profit.

**waiting period:** The period you must wait before benefits become payable under the policy for the Income Benefit, as set out in your Policy Schedule.

# Direct Debit Servicing Agreement

## Our commitment to you

We will:

- arrange for funds to be debited from your account as authorised in the Direct Debit Request
- give you at least 14 days notice in writing before changing the terms of the debiting arrangements, unless the changes are made at your request, and
- keep information relating to your Direct Debit Request private and confidential.

If the date on which we usually debit your account falls on a weekend or public holiday, your account will be debited on the next working day.

## Your commitment to us

It is your responsibility to:

- ensure your nominated account can accept Direct Debits and that all account holders on the nominated account agree to the debiting arrangements
- ensure that the account details that you have provided are correct by checking them against a recent account statement
- advise us if the nominated account is transferred or closed, or the account details have changed
- ensure there are sufficient funds available in the nominated account to meet each Direct Debit, and
- check with your financial institution before completing the Direct Debit Request, in the event that you have any queries about how to complete the Direct Debit Request.

If there are insufficient funds in your account, you may be charged a fee by your financial institution. We will not charge a fee.

## Your rights

You may defer, alter or cancel the debiting arrangements you hold with us at any time by providing notice to us.

Such notice should be received at least 14 days before the next debit is due.

When you consider that a debit has been initiated incorrectly, you should contact OnePath directly. We will then investigate your query.

If we find that your account has been incorrectly debited, we will arrange for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we find your account has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.

If we cannot resolve this matter, you can still refer it to your financial institution, which may lodge a claim on your behalf.



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## Customer Services

Phone: 1800 500 229

Email: [customers.di@onepath.com.au](mailto:customers.di@onepath.com.au)

## Address

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Sydney NSW 2000

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