



# Loan Cover Insurance

Product Disclosure Statement and Policy Document.

Insurance solutions from A – Z

**Allianz** 

# Contents

<b>Section A – About this insurance</b>	<b>3</b>
The insurers	3
Purpose of the insurance	3
Applying for cover	5
<b>Section B – Your cover</b>	<b>8</b>
What the policy consists of	8
Our agreement with you	8
Words with special meanings	8
<b>Part 1 – Death cover</b>	<b>12</b>
What we will pay	12
When we will not pay	12
<b>Part 2 – Disability cover</b>	<b>13</b>
What we will pay	13
When we will not pay	14
<b>Part 3 – Unemployment cover</b>	<b>15</b>
What we will pay	15
When we will not pay	16
<b>Additional interim cover</b>	<b>18</b>
<b>Conditions of cover</b>	<b>20</b>
Continuity of cover	20
Changes to your policy	20
Cancellation of the policy	20
Non-payment of premium by instalments – right to refuse a claim	21
When the policy ends	21

<b>Making a claim</b>	<b>23</b>
<b>Section C – Other important information</b>	<b>24</b>
Your Duty of Disclosure	24
Privacy Notice	24
Complaints and disputes	25
Changes to the PDS	25
Phoning for assistance and confirmation of transactions	26

# Section A – About this insurance

Preparation Date: 08/04/2008.

## The insurers

Allianz Australia Insurance Limited (Allianz) is the insurer of the disability cover and unemployment cover and is only responsible for these covers.

Allianz Australia Life Insurance Limited (Allianz Life) is the insurer of the death cover and is only responsible for this cover. Allianz acts as Allianz Life's agent in offering and administering the death cover.

Full details of the insurers are found on page 11. References to “we”, “our” or “us” only apply to Allianz and Allianz Life for the insurance cover each issues and is responsible for in their own right.

## Purpose of the insurance

Allianz Loan Cover Insurance is consumer credit insurance that is designed to meet (up to the maximum policy benefits):

- your loan repayments whilst you are unable to work due to a defined injury or illness (we call this **disability cover**),
- your loan repayments whilst you are involuntarily unemployed (we call this **unemployment cover**),
- the outstanding balance of your loan if you should die (we call this **death cover**).

We pay all benefit payments directly to the financial institution you have your loan agreement with.

Please note the above events are specifically defined (see “Words with special meanings” on pages 8 to 11)

and they must occur during the period of insurance (which will not exceed 12 years) in order for a claim to be payable. We exclude any *pre-existing condition* (as defined) under the death and disability covers unless otherwise agreed in writing.

While the policy is in force you are covered 24 hours a day, 7 days a week, and 365 days a year.

## Choice of cover

You may choose any one of the following combinations of cover:

- death, disability and unemployment,
- disability and unemployment,
- death and disability,
- disability only, or
- death only.

## Benefit limits

The following table sets out the benefit limits.

Cover	Maximum benefit payable
Death	The lesser of the net balance due and payable by you under the loan agreement as at the date of your death or \$80,000.
Disability	1/30th of the minimum monthly repayment amount required under the loan agreement for each day you are totally disabled or until the policy ends, whichever happens first.  If your total disability is caused by mental illness, our payment will continue for as long as you are totally disabled up to a maximum period of 12 months in total during the period

Cover	Maximum benefit payable
	<p>of insurance, for all such claims combined.</p> <p>The most we will pay in total for all disability claims during the period of insurance is \$80,000.</p>
Unemployment	<p>1/30th of the minimum monthly repayment amount required under the loan agreement for each day you are unemployed up to a maximum period of 120 days per claim or until the policy ends, whichever happens first.</p> <p>The most we will pay in total for all unemployment claims during the period of insurance is \$10,000.</p>

Please read Sections A, B and C of this document for full details of the covers, their limits and the specific exclusions that apply to them.

## Applying for cover

### Optional insurance

You are not obliged to purchase this insurance, nor is it a condition of your loan agreement approval.

You can arrange similar insurance (often known as consumer credit insurance) with any insurer you wish.

### How to apply for this insurance

**Step 1** – Before you apply for this insurance it is important that you read this document carefully, so that you understand what we cover and its limitations. You need to decide if the limits, type and level of cover(s) are appropriate for you and cover your potential loss.

**Step 2** – A medical examination is not required to obtain this insurance but you must complete a proposal to identify whether you are eligible. You may also be required to complete a medical questionnaire in certain circumstances. In applying you need to comply with your Duty of Disclosure set out on page 24. It is important that you comply with your Duty of Disclosure as failure to comply can result in cancellation of your policy and/or non-payment or reduction of a claim.

**Step 3** – If we agree to issue cover, we will provide a policy schedule confirming this and who is insured, the cover selected, the period of insurance, the limits of cover and other important information.

## **Your premium**

We advise what the premium is and the method of payment acceptable to us, either before or at the time the insurance is issued. The policy schedule contains the details of the premium.

The premium amount varies depending on certain factors, such as our costs, the level of cover you select, your loan amount and other information you provide to us when applying for this insurance. The premium amount also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty and GST where applicable) in relation to your policy.

You must ensure your premium is paid on time. We may cancel this policy if you fail to pay your premium by the time we require.

## **Non-Renewable**

This is non-renewable insurance, and the period of insurance will not continue beyond 12 years.

Please be aware that all cover will cease when the policy ends (see “When the policy ends” on pages 21 to 22).

## **Cooling off and cancellation rights**

You can cancel your policy or any of the covers selected for any reason within 30 days of the effective date (we call this the cooling off period), and we will refund any premiums paid for the cover(s) in full unless a claim has been or can be made. To exercise this right, you must notify us in writing within the cooling off period.

In addition to cooling off you have cancellation rights (see “Cancellation of the policy” on pages 20 to 21 for full details of your cancellation rights).

## **Commission**

Our agents receive a commission for arranging this insurance. In arranging this insurance an agent is acting as our agent and not as your agent. The aggregate commission payable to all agents is 20% of the total premium amount payable, excluding Stamp Duty and government charges.

# Section B – Your cover

## What the policy consists of

This document and the policy schedule (unless we otherwise agree in writing) together make up the policy or the contract of insurance between you and us.

You should carefully read and retain this document and your policy schedule. Any new or replacement policy schedule we may send you will become the policy schedule which you should carefully read and retain.

## Our agreement with you

Where we have agreed to cover you we will insure you for the cover(s) specified on the policy schedule for the period of insurance on the basis:

- that you have paid, or agreed to pay us the premium for the cover(s) you selected when you applied for this insurance and which the policy schedule indicates are in force,
- of the verbal and/or written information provided by you which you gave having been advised of your Duty of Disclosure either verbally or in writing.

## Words with special meanings

The following words have the meaning set out below when they appear in this document and your policy schedule.

**“effective date”** means the effective date shown on the policy schedule.

**“financial institution”** means the financial institution shown on the policy schedule.

**“illness”** means illness, sickness or disease which manifests itself during the period of insurance and does not include any injury.

**“injury”** means bodily injury caused solely by accidental, external and visible means which occurs during the period of insurance and does not include any illness.

**“loan agreement”** means the loan agreement shown on the policy schedule.

**“mental illness”** means psychiatric illness or mental or nervous disorder, including depression, stress, anxiety or related conditions.

**“net balance due and payable”** means the amount outstanding under the loan agreement at the date of your death (where death cover applies) or the date you are totally disabled (where disability cover applies) plus any credit charges accrued for up to 2 months after that date. This amount does not include any arrears in loan repayments in excess of 2 months.

**“nuclear radiation”** means ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, from the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or from any nuclear weapons material.

**“period of insurance”** means the period of time beginning on the effective date and ending on the earlier of the expiry date shown on the policy schedule or the date the policy ends (see “When the policy ends” on pages 21 to 22). If there is a general increase in the interest rate charged by your financial institution resulting in the term of the loan being extended, the expiry date shown on the policy schedule will be extended by up to 6 months, free of charge.

**“permanent employment”** means being employed on a regular basis for a period of not less than 15 hours per week for remuneration or reward.

**“permanent resident of Australia”** means an Australian or New Zealand citizen or holder of a Permanent Residency Visa for Australia or New Zealand who is currently permanently residing within Australia.

**“pre-existing condition”** means any injury or illness or other condition relating to your health:

- (a) of which you were aware or a reasonable person in the circumstances would have been aware and which was present, continuing, being suffered from or experienced, within the 6 month period before the period of insurance commenced; or
- (b) for which you sought or received or for which a reasonable person in the circumstances would have sought or received, medical advice or treatment from a registered medical practitioner or other health professional, within the 6 month period before the period of insurance commenced; and
- (c) for which you sought or received or for which a reasonable person in the circumstances would have sought or received, medical advice or treatment from a registered medical practitioner or other health professional within the 6 month period after the period of insurance commenced.

**“premium”** means the amount paid or payable by you for the cover(s) shown as applicable on the policy schedule.

**“registered medical practitioner”** means a person who is legally entitled to practice medicine by virtue of appropriate registration with the appropriate authority in the relevant State or Territory in which they are providing the relevant medical advice.

**“self-employed”** means you are an independent contractor or you are employed by yourself or by a company or business over which you or an immediate family member of yours can exercise control.

**“terrorism”** means (a) any act of terrorism arising directly or indirectly out of or in any way connected with biological, chemical, radioactive, or nuclear pollution or contamination or explosion; or (b) any action in controlling, preventing, suppressing, retaliating against, or responding to any act referred to in (a) above. An act of terrorism includes, but is not limited to, any act, preparation in respect of action or threat of action, designed to: (a) influence a government or any political division within it for any purpose, and/or

(b) influence or intimidate the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

**“totally disabled”, “total disability” and “total disablement”** means the period a registered medical practitioner has advised that you are unable to attend or engage in your usual permanent employment because you have suffered an injury or an illness and where requested by us, this advice has been verified by a registered medical practitioner chosen by us.

However, where total disablement extends beyond 12 months, then the above advice must be that you are unable to engage in any profession, business or occupation for which you are reasonably qualified by way of training, education or experience.

**“unemployed” and “unemployment”** means a period during which you are registered and certified as unemployed by Centrelink or such other equivalent Commonwealth Government Authority. You do not need to be in receipt of government unemployment benefits to be considered unemployed under this policy.

**“war or warlike activities”** means war (including war service), hostilities or warlike operations (whether war be declared or not), military activity (other than normal peacetime activity), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

**“we”, “our” or “us”** means:

- Allianz Australia Insurance Limited, AFS Licence No. 234708, ABN 15 000 122 850 which issues the insurance for the disability and unemployment covers only,
- Allianz Australia Life Insurance Limited, AFS Licence No. 296559, ABN 27 076 033 782 which issues the insurance for the death cover only.

**“you” or “your”** means the insured person or persons named on the policy schedule.

# Part 1 – Death cover

This cover only applies if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it.

This death cover forms part of the No. 1 Statutory Fund of Allianz Life and it does not have a surrender value, nor does it entitle you to participate in our profits.

## 1. What we will pay

If you die during the period of insurance, we will pay to your financial institution the net balance due and payable by you under your loan agreement as at the date of your death, up to a maximum amount of \$80,000.

You are not covered for any increase in the amount outstanding under the loan agreement where the increase or re-draw occurs after you become aware or a reasonable person in the circumstances should have been aware of any illness or injury that results in your death. This limitation will not apply where you were contracted to the increase before you became aware or should reasonably have been aware of the illness or injury.

## 2. When we will not pay

We will not pay more than one claim under this cover, even if the policy covers more than one insured person.

We will not pay any claim under this cover, if:

- a. your death is caused directly or indirectly by a *pre-existing condition*; or
- b. your death is caused directly or indirectly by or arises from a deliberately self-inflicted injury or illness (including suicide or attempted suicide), whilst medically sane or insane, that occurs within 13 months of the effective date.

# Part 2 – Disability cover

This cover applies only if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it.

## 1. What we will pay

If you become totally disabled during the period of insurance and your total disablement continues for at least 14 consecutive days during the period of insurance, we will pay to your financial institution a daily benefit at the rate of 1/30th of the minimum monthly repayment amount required under the loan agreement for each day you are totally disabled, subject to the following limitations.

If your total disability is caused by mental illness, our payment will continue for as long as you are totally disabled until we have made 12 monthly repayments (whether or not consecutive) in respect of all such claims or until the policy ends, whichever happens first.

If your total disability is caused by something else, our payment will continue for as long as you are totally disabled or until the policy ends, whichever happens first.

The most we will pay in total for all disability claims during the period of insurance is \$80,000.

You are not covered for any increase in the amount outstanding under the loan agreement where the increase or re-draw occurs after you become aware or a reasonable person in the circumstances should have been aware of any illness or injury that results in your total disablement. This limitation will not apply where you were contracted to the increase before you became aware or should reasonably have been aware of the illness or injury.

If you return to permanent employment for less than 30 days between successive periods of total disability which occur during the period of insurance, we will treat this as one continuous period of total disability. We will not pay for the time you were employed between the successive periods.

## 2. When we will not pay

We will not pay more than one insured person in respect of the same period of total disablement.

We will not pay any claim under this cover, if:

- a. you do not obtain or follow the advice of a registered medical practitioner;
- b. your total disablement is caused directly or indirectly by any *pre-existing condition*;
- c. your total disablement is caused directly or indirectly by or arises from a deliberately self-inflicted injury or illness (including suicide or attempted suicide), whilst medically sane or insane;
- d. your total disablement arises directly or indirectly out of your alcoholism or alcohol abuse, drug addiction or drug abuse or your consumption or use of intoxicating liquor, narcotics or drugs (except drugs administered by or taken in accordance with the advice of a registered medical practitioner);
- e. your total disablement is caused directly or indirectly by you taking part in a criminal or illegal act;
- f. your total disablement arises out of you taking part in a riot, civil commotion, strike or lockout;
- g. your total disablement is caused by or arises from any war or warlike activities;
- h. your total disablement is caused directly or indirectly by or arises from nuclear radiation; or
- i. your total disablement arises directly or indirectly out of or in any way connected with terrorism.

# Part 3 –

## Unemployment cover

This cover applies only if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it.

### 1. What we will pay

If you become unemployed during the period of insurance and your unemployment continues for at least 14 consecutive days during the period of insurance, we will pay to your financial institution a daily benefit at the rate of 1/30th of the minimum monthly repayment amount required under the loan agreement for each day you are unemployed, subject to the following limitations.

Our payment will continue for as long as you are unemployed up to a maximum period of 120 days or until the policy ends, whichever happens first.

The most we will pay in total for all unemployment claims during the period of insurance is \$10,000.

You are not covered for any increase in the amount outstanding under the loan agreement where the increase or re-draw occurs after you become aware or a reasonable person in the circumstances should have been aware of any impending unemployment. This limitation will not apply where you were contracted to the increase before you became aware or should reasonably have been aware of the impending unemployment.

If you return to permanent employment for less than 30 days between successive periods of unemployment which occur during the period of insurance, we will treat this as one continuous period of unemployment. We will not pay for the time you were employed between the

successive periods and we will pay a maximum of 120 days benefit for the combined period.

## 2. When we will not pay

We will not pay more than one insured person in respect of the same period of unemployment.

We will not pay any claim under this cover, if:

- a. you were not engaged in permanent employment or were self-employed on the effective date of the period of insurance;
- b. you were not engaged in permanent employment for at least 14 consecutive working days immediately prior to any period of unemployment;
- c. before this contract was entered into you had knowledge or warning of any proposed or actual termination or decrease in work available to you and this resulted in your unemployment;
- d. you are unemployed because you ceased employment of a casual, seasonal or temporary nature;
- e. your unemployment is caused by the end of a non-renewable contract which was limited to a specified work period or the expiration of a specified task or period of work, including the ending of your apprenticeship indenture;
- f. you voluntarily become unemployed, including where you resign, reach retirement, accept voluntary redundancy, early retirement or abandon your employment, or where you are self-employed and you voluntarily cease trading or you wind up or sell your business;
- g. your unemployment is caused by any injury, illness, sickness or disease;
- h. your unemployment is due to dismissal for any form of misconduct.

- i. your unemployment arises directly or indirectly out of your alcoholism or alcohol abuse, drug addiction or drug abuse or your consumption or use of intoxicating liquor, narcotics or drugs (except drugs administered by or taken in accordance with the advice of a registered medical practitioner);
- j. your unemployment is caused directly or indirectly by you taking part in a criminal or illegal act;
- k. your unemployment arises out of you taking part in a riot, civil commotion, strike or lockout;
- l. your unemployment is caused by or arises from any war or warlike activities;
- m. your unemployment is caused directly or indirectly by or arises from nuclear radiation; or
- n. your unemployment arises directly or indirectly out of or in any way connected with terrorism.

# Additional interim cover

We will provide you with interim cover from the date you sign the proposal Declaration for the cover you selected in your proposal in accordance with the terms set out in this document, but subject to the following.

The interim cover only applies from the date you are first contractually obliged to make repayments under the loan agreement.

The interim cover will end on the earliest of the following dates:

- a. 60 days from the date you are first contractually obliged to make repayments under the loan agreement, unless otherwise agreed in writing by us;
- b. the date we advise you that your interim cover has been cancelled or your application for this insurance has been declined;
- c. the date you obtain replacement cover from us or another insurer;
- d. the date your cover ends in accordance with the terms of this document;
- e. the date you withdraw your application for cover. A failure to submit any required Medical Questionnaire within 14 days of signing the proposal Declaration is treated as a withdrawal of your application (unless otherwise agreed in writing by us).

Under this interim cover, no claim will be paid for your death or total disability that is directly or indirectly caused by any injury or illness or other condition relating to your health which, either before or on the date you signed your proposal Declaration:

- a. you were aware of or disclosed to us; or
- b. a reasonable person in the circumstances would have been aware of; or
- c. you received advice or treatment from a health professional for.

Under this interim cover, we only provide cover for the amounts specified under the loan agreement when you first entered into it. You will not be charged any additional premium for this period of cover prior to the effective date.

# Conditions of cover

Each of the below conditions apply only to the extent that the relevant insurer of the cover in question is able to rely on the condition in relation to the cover provided by them.

## Continuity of cover

If you are not entitled to claim for death or disablement solely because of a *pre-existing condition* but would otherwise have been entitled to claim under a policy previously held with us that has been cancelled and replaced with this policy as a result of you re-financing or varying the terms of your loan agreement, we will cover you under this insurance and pay the lesser of:

- a. the relevant benefits payable under this policy; or
- b. the benefits that would have been payable under the cancelled policy for the period of insurance provided by that policy.

## Changes to your policy

Nothing in your policy with us may be changed unless we agree to the changes in writing.

## Cancellation of the policy

- a. In addition to your cooling off rights (see “Cooling off and cancellation rights” on page 7), you may cancel your policy with us or any part of it at any time by notifying us in writing. If the policy has been issued to more than one person each person must sign the notice.
- b. We have the right to cancel your policy with us where permitted by law. For example, we can cancel your policy with us:
  - if you have failed to comply with your Duty of Disclosure, or

- where you have made a misrepresentation to us during negotiations prior to the issue of the policy, or
  - where you have failed to comply with a provision of your policy, including the term relating to premium payment, or
  - if you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time as your policy, or
  - where we agree to accept payment of premium by periodic instalment and at least one instalment remains unpaid in excess of one month from the date on which it was due and payable.
- c. If you or we cancel the policy after the cooling off period, we may deduct a proportion of the premium for time on risk and reasonable administrative costs related to the acquisition and termination of the policy in accordance with any relevant legislation, together with any government taxes or duties that we cannot recover.

## **Non-payment of premium by instalments – right to refuse a claim**

Where you pay your premium by instalments, you must ensure they are paid on time. An instalment premium outstanding for at least 14 days allows us to refuse to pay a claim under Part 2 – Disability cover and Part 3 – Unemployment cover.

## **When the policy ends**

The policy begins on the effective date shown on the policy schedule.

Unless we agree otherwise in writing, the policy will cease to be in force and all future claim payments under the policy will stop at the earliest of the following:

- a. the expiry date shown on the policy schedule;
- b. the date the policy is cancelled;
- c. the date the loan under the loan agreement is repaid, discharged, refinanced, restructured, foreclosed or terminated;
- d. the date the loan agreement is varied or cancelled;
- e. the 12th anniversary of the effective date;
- f. the date your indebtedness under the loan agreement is transferred to someone else;
- g. the date you turn 65 years of age. When this policy insures joint insureds, cover for each individual insured will cease when that person turns 65 years of age;
- h. the date you cease to be a permanent resident of Australia;
- i. the date we have paid to your financial institution the lesser of the net balance due and payable by you under the loan agreement or \$80,000.

# Making a claim

To make a claim, you or your estate's legal representative must:

1. call us on 1300 362 108 and we will send the appropriate claim form. We must be notified as soon as possible after the claim event has occurred.
2. fully complete our claim form and return it to us together with any written statements, medical certificates and any other relevant evidence we may reasonably ask for.

In addition,

- a. in support of your claim, you or your estate must, at your own or your estate's expense, provide Allianz any information (including medical certificates and certificates of unemployment) which we may reasonably ask for. For instance, for death claims we require proof in a form satisfactory to us as to your identity, the fact and cause of your death and the existence of the loan agreement.
- b. we may ask you to attend a medical examination relating to a claim. If so, you must reasonably assist us in doing so. We will pay the cost of any examination we ask you to attend.
- c. for us to continue paying the disability benefit or unemployment benefit, you must at your own expense provide to us ongoing proof, as we may reasonably ask for, that you are still totally disabled or unemployed.

If you do not comply with these conditions, your claim payment may be delayed or we may be able to refuse to pay or reduce a claim.

# Section C – Other important information

## Your Duty of Disclosure

### What you must tell us

We will ask you various questions when you apply for cover. When you answer those questions, you must be honest 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.

### Who needs to tell us

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

### If you do not tell us

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.

## Privacy Notice

We will only collect personal information from or about you for the purpose of assessing your application for insurance and administering your policy, including any claims made by you.

If you do not give us all the information requested, we may not be able to process or accept your application for insurance or any claims made by you.

We will only disclose personal information about you to third parties where we believe it is necessary to assist us and them in providing the relevant services and products. The parties to whom we may disclose your personal information include (but are not limited to) other insurers, re-insurers, loss adjusters, external claims data collectors, investigators, agents and others involved in the claims handling process, or as required by law.

You have the right to access your personal information and to correct it at any time. Please contact Allianz on 13 26 64 EST 8am-6pm, Monday to Friday, if you would like to seek access to or revise your personal information or feel that the privacy of your personal information has been interfered with.

From time to time we may send you information on other insurance products. If you do not wish to receive this information please contact Allianz on 13 26 64 EST 8am-6pm, Monday to Friday.

## **Complaints and disputes**

We have a complaints and dispute resolution process that can be accessed by contacting us. If this process doesn't resolve the dispute we will tell you how to contact the relevant external dispute resolution (EDR) scheme. The EDR schemes are independent and free of charge and binding on us but they will only review disputes that have been through our internal dispute resolution process and are within their terms.

## **Changes to the PDS**

Information in this document that is not materially adverse from the point of view of a reasonable person considering whether to buy this insurance may change from time to time where permitted by law. We record any such changes and you can obtain a paper copy of any updated information free of charge by contacting us.

## **Phoning for assistance and confirmation of transactions**

If you need to confirm any policy transaction or clarify any of the information contained in this document or if you have any other queries, please use the contact details on the back cover.

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For all general enquiries please call your Financial Institution

For all claims enquiries please call Allianz on 1300 362 108

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

The insurers:

Allianz Australia Insurance Limited (Allianz)  
AFS Licence No. 234708  
ABN 15 000 122 850  
2 Market Street Sydney NSW 2000

Allianz Australia Life Insurance Limited (Allianz Life)  
AFS Licence No. 296559  
ABN 27 076 033 782  
2 Market Street Sydney NSW 2000

"Part 2 – Disability cover" and "Part 3 – Unemployment cover" are provided by Allianz Australia Insurance Limited AFS Licence No. 234708 ABN 15 000 122 850 (Allianz).

"Part 1 – Death cover" is provided by Allianz Australia Life Insurance Limited AFS Licence No. 296559 ABN 27 076 033 782 (Allianz Life). Allianz acts as Allianz Life's agent in offering and administering the Part 1 – Death cover.