

MaxLife Accident Protect



Product Disclosure Statement
and Policy Document

Version 5, Prepared 9 December 2017

MaxLife.

How this Product Disclosure Statement and Policy Document (PDS) works

This PDS describes the main features of MaxLife Accident Protect, including the terms and conditions of the policy as well as any exclusions. Please read it carefully as it is designed to help you decide if MaxLife Accident Protect will meet your individual needs. Details in this PDS are of a general nature only and do not take into account your personal circumstances. Some words in this PDS have a special meaning. These words are capitalised throughout and are defined on pages 25 to 29.

MaxLife Accident Protect is issued by AIA Australia Limited (ABN 79 004 837 861, AFSL 230043) trading as MaxLife. Wherever you read the words 'we', 'us', 'our', 'the insurer' or 'AIA Australia', this refers to AIA Australia Limited.

The words 'you' and 'your' in this PDS refer to any existing or potential customer who is, or is likely to become, the Policy Owner or a Life Insured under the Policy, depending on the context. The following is relevant to the context:

- A Policy is an agreement between the Policy Owner and us. The Policy Owner has the right to instruct us in relation to the Policy (for example by making claims, by asking us to change Policy features as permitted under the terms of the Policy, by exercising options under the Policy terms and by asking us to cancel the Policy). The Policy Owner must be a Life Insured. The Policy Owner is responsible for paying all the premiums under the Policy.
- Where "you" is a reference to a Life Insured, "your premium" is the premium referable to benefits covering that Life Insured. Also, "your Sum Insured" is the sum insured of a benefit covering that Life Insured and "your benefit" or "your cover" are references to benefits covering that Life Insured.
- An insured benefit covering a Life Insured is payable when that Life Insured suffers an insured event in accordance with the terms of the Policy.
- We will pay a benefit covering a Life Insured in the manner agreed with the Policy Owner in the terms of the Policy as set out in this PDS. See the "Who receives the benefit" section of this PDS on page 17 for further information.

If we issue cover, it will be issued on the Policy Commencement Date by AIA Australia to you as the Policy Owner named on the Policy Schedule:

- i) in consideration of the payment of the premium as stated on the Policy Schedule; and
- ii) on the basis of the application, declarations and any other statements made by you to us in connection with the Policy.

If we issue cover, this PDS will be included in the terms and conditions of your Policy. Please see page 28 for a list of the documents that will make up your Policy.

Where there are two Lives Insured on the same Policy, the terms and conditions of cover described in this PDS apply in respect of each Life Insured's cover separately and individually (except any rights and obligations relating specifically to the Policy Owner).

Lives insured under MaxLife Accident Protect are eligible to join the AIA Vitality program, a health and wellbeing program offered by AIA Australia. Eligibility arises under and is subject to the separate terms and conditions of the AIA Vitality program. To see those terms and conditions and for further information about the AIA Vitality program generally, please refer to aiavitality.com.au or see the information set out on page 4 of this PDS. AIA Vitality membership features are not insurance and are exempt from regulation as financial products under the Corporations Act pursuant to ASIC Class Order [CO 05/737]. Membership to the AIA Vitality program is not offered under this PDS and must be applied for separately.

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About MaxLife Accident Protect

Accidents happen to even the fittest and healthiest of Australians, and the financial impact of a serious accident can be significant. Even worse, if you were to suddenly die as the result of an accident, your family may find it hard to recover financially. MaxLife Accident Protect provides Accidental Death cover and Accidental Serious Injury cover with Children's Accident cover as an additional cover option.

To help you ensure that you and your family have the financial support you need, MaxLife Accident Protect offers the peace of mind of up to \$1,000,000 Accidental Death cover and up to \$100,000 Accidental Serious Injury cover. Your benefit can be used for any purpose – to pay off the mortgage, provide for the children's education, pay for day to day expenses or even as an investment fund to provide for future living expenses. You can apply in just minutes, with cover guaranteed to eligible applicants, plus you have the option to apply for Children's Accident cover, for even greater financial protection.

MaxLife Accident Protect can help you ensure that your family can live the life you had planned for them, with the financial support they need.

About AIA Vitality

AIA Vitality

MaxLife Accident Protect gives you access to AIA Vitality, a personalised, scientifically-backed program that supports you every day to make healthier lifestyle choices. It shows you how healthy you are now, provides the tools to start improving your health right away, and offers amazing rewards to keep you motivated along your journey. By activating your AIA Vitality membership, and taking steps to understand and improve your health, you can earn discounts on spa treatments, flights, gym memberships and more.

Access to AIA Vitality arises under the AIA Vitality Terms and Conditions. To view the AIA Vitality Terms and Conditions and to find out more about how AIA Vitality works, simply visit aiavitality.com.au

Why choose MaxLife Accident Protect

1. Accidental Death cover from \$150,000 up to \$1,000,000 to help make things easier for your family when they need it most.
2. Advance payment of \$15,000 of your Accidental Death cover benefit to assist your loved ones with any immediate expenses such as funeral costs.
3. Accidental Serious Injury cover from \$25,000 up to \$100,000 so you can focus on recovering from your Accident, not on how you will pay the bills.
4. Option to apply for up to \$25,000 Children's Accident cover to help support you and your family financially if your Insured Child were to suffer an Accidental Serious Injury Event such as Severe Burns or Major Head Trauma.
5. Access to AIA Vitality, the personalised, scientifically-backed health and wellbeing program that rewards you for your healthy lifestyle. The range of benefits include a MaxLife Accident Protect premium discount of 10% if you achieve an AIA Vitality status of Silver or higher. The premium discount is applied on the anniversary of your policy.
6. Enjoy a 5% joint policy discount for you and your partner when you both take out MaxLife Accident Protect on the same Policy.
7. Acceptance for cover is guaranteed for all Australians aged 18 to 65 years.
8. Easy to apply online or over the phone with no medicals or blood tests, and you're covered as soon as your application is accepted.
9. Worldwide cover whilst temporarily travelling abroad – so you are protected wherever you go – 24 hours a day, 7 days a week
10. Cover is guaranteed renewable – once you're accepted, your cover will continue as long as you keep meeting the policy terms and conditions.

What you're covered for

With MaxLife Accident Protect you can apply for the level of cover that best suits your needs, lifestyle and budget.

This table summarises the features and benefits of MaxLife Accident Protect.

| | Main |
|--|---|
| Product feature | Accidental Death cover |
| Eligibility | If you die as the result of an Accident, we will pay your full Accidental Death benefit. |
| Age at entry | 18 to 65 |
| Expiry age of cover[^] | 75 |
| Minimum sum insured* | \$150,000 |
| Maximum sum insured at Policy Commencement Date | |
| Age 2 to 15 | N/A |
| Age 18 to 45 | \$1,000,000 |
| Age 46 to 54 | \$750,000 |
| Age 55 to 59 | \$500,000 |
| Age 60 to 65 | \$500,000 |
| Built in benefits | Final Expenses benefit – If you die as the result of an Accident, we will pay a \$15,000 advance of your Accidental Death benefit towards your final expenses e.g. funeral costs. |

[^] Benefit ceases at next anniversary immediately after ages shown in the table above.

* We may set a higher minimum Sum Insured to ensure you meet our minimum premium requirements.

[†] We will reduce your Accidental Death Sum Insured by any amount we pay for Accidental Serious Injury.

| benefits | Additional cover option |
|--|--|
| Accidental Serious Injury cover | Children's Accident cover |
| If you suffer a listed Accidental Serious Injury Event, we will pay your full Accidental Serious Injury benefit [†] . | If your Insured Child suffers a listed Children's Accidental Serious Injury Event, we will pay the full Children's Accident benefit. |
| 18 to 59 | 2 to 15 |
| 65 | 18 |
| \$25,000 | \$15,000 |
| N/A \$100,000 \$100,000 \$100,000 N/A | \$25,000 per child N/A N/A N/A N/A |
| | Final Expenses benefit – If your Insured Child dies, we will pay \$15,000 to assist with any final expenses. |

Main benefits

Accidental Death cover

Accidental Death cover pays a lump sum benefit of up to \$1,000,000 in the event of your death as a result of an Accident. The benefit can be used to help your loved ones pay off debts, such as your mortgage, or to provide for future financial needs such as childcare, school fees and day to day living expenses.

Additionally, in the event of your Accidental Death, your beneficiaries can request an advance payment of \$15,000 to cover immediate costs such as funeral costs.

A payment for Accidental Death, including for the Final Expenses benefit, will only be made if death occurs within 90 days of the Accident.

The minimum amount of Accidental Death cover you can apply for is \$150,000. The maximum amount of cover you can apply for is \$1,000,000, depending on your age.

Accidental Serious Injury cover

Accidental Serious Injury cover helps to protect your financial health by providing a lump sum benefit which allows you to focus on your recovery from a serious accident, not on paying your bills. An Accidental Serious Injury benefit is payable if you suffer one of the Accidental Serious Injury Events listed below. The maximum amount of Accidental Serious Injury cover you can apply for is \$100,000.

Accidental Serious Injury Events

- Blindness
- Coma
- Loss of Hearing
- Loss of Speech
- Loss of Use of Limbs and/or Sight
- Major Head Trauma
- Paralysis
- Severe Burns

Please refer to the Definitions section on pages 25 to 29 for full definitions of these conditions.

Access to AIA Vitality – an award-winning health and wellbeing program

There's no better feeling in life than being healthy. That's why your MaxLife Accident Protect policy comes with access to AIA Vitality – an award-winning health and wellbeing program that helps you get healthier by giving you the knowledge, tools and motivation to improve your health.

With AIA Vitality you can achieve a fitter, healthier lifestyle; and working towards improving your health will earn you points to grow your status from Bronze to Platinum, unlocking the added

incentive of ongoing discounts and rewards along the way. The range of benefits include a MaxLife Accident Protect premium discount of 10% if you achieve an AIA Vitality Status of Silver or higher. The premium discount is applied on the anniversary of your Policy. Millions of people around the world are already living healthier, more fulfilling lives with the Vitality program. Because life's lived best when it's lived well.

Access to AIA Vitality arises under the AIA Vitality Terms and Conditions. To view the AIA Vitality Terms and Conditions and to find out more about how AIA Vitality works, simply visit aiavitality.com.au

Additional cover option

When you take out Accidental Death cover, you also have the option to apply for Children's Accident cover.

Children's Accident cover

Children's Accident cover pays a lump sum benefit up to \$25,000 if your Insured Child suffers one of the Children's Accidental Serious Injury Events listed below. This important cover is designed to allow you to focus on your child and their recovery, with financial support so you can take time off work to be there for them, or for paying medical bills or day to day living expenses.

Children's Accidental Serious Injury Events

- Blindness
- Coma
- Loss of Hearing
- Loss of Speech
- Loss of Use of Limbs and/or Sight
- Major Head Trauma
- Paralysis
- Severe Burns

Please refer to the Definitions section on pages 25 to 29 for full definitions of these conditions.

Children's Accident cover also has a built in Accidental Death benefit, to assist you with any immediate final expenses such as funeral costs.

You can only be paid a Children's Accident benefit once for each Insured Child.

What you're not covered for

Please read this section carefully to understand what is not covered.

Exclusions

Injury caused or accelerated as a result of any deliberately self-inflicted Injury or any such attempt, including suicide or attempted suicide.

Death occurring more than 90 days after the Accident.

Engaging in any criminal activity or any unlawful act or whilst imprisoned, resulting from that imprisonment.

Any aerial activity (except as a fare paying passenger in a fixed wing, motorised aircraft owned and operated by a licensed airline or charter company).

War (whether declared or not), any acts of terrorism, riots or civil commotion.

The direct or indirect effects of alcohol or drug misuse or any illicit drug use.

Participating in any motorised sport in any capacity.

Mental Illness, including any condition which is directly or indirectly contributed to, caused or aggravated by Mental Illness.

As a result of an intentionally inflicted injury or any such attempt on the Insured Child by the parent, guardian or Relative or someone who lives with or cares for the Insured Child.

If the death or Injury is a direct or indirect result of carrying out the duties of your occupation, if your occupation involves:

- working above 10 metres from the ground;
- working underground;
- working offshore;
- underwater diving;
- working with explosives;
- working as a professional sportsperson or coach; or
- employment in the armed forces.

"X" indicates that the benefit is excluded.

| Main benefits | | Additional cover option |
|------------------------|---------------------------------|---------------------------|
| Accidental Death cover | Accidental Serious Injury cover | Children's Accident cover |
| X | X | X |
| X | N/A | X |
| X | X | X |
| X | X | X |
| X | X | X |
| X | X | X |
| X | X | X |
| X | X | X |
| X | X | X |
| N/A | N/A | X |
| X | X | X |

How your Policy works

Who can be covered under the Policy?

A maximum of two adult lives can be insured under one Policy. The adults that can be insured are as follows:

- the Policy Owner (primary Life Insured)
- the Partner or an adult Relative of the Policy Owner (secondary Life Insured).

For Children's Accident cover you can also have up to ten children (Insured Children).

At the time of application and when receiving this PDS, you must be:

- aged 18 to 65 for Accidental Death cover;
- aged 18 to 59 for Accidental Serious Injury cover; and
- an Australian citizen or permanent resident, or a New Zealand citizen living permanently in Australia.

When does your cover start and stop?

Your cover will start on the date we notify you that we have accepted your application. This is known as your Policy Commencement Date. As long as you continue to pay your full premium instalments when due, and subject to the terms of your Policy, your cover will continue regardless of changes to your health, occupation and pastimes until the Expiry Date.

We will send you a Policy Schedule which will outline your accepted benefits, Sum Insured, Policy Commencement Date and each cover's Expiry Date.

Your cover will cease on the earliest of:

- your death;
- for Accidental Serious Injury cover, when a benefit is paid for an Accidental Serious Injury Event;
- for the secondary Life Insured, the Policy Owner ceasing cover for any reason (unless ownership has passed to the secondary Life Insured);
- the Expiry Date, which is the Policy Anniversary Date on or immediately after your:
 - 75th birthday for Accidental Death cover; and
 - 65th birthday for Accidental Serious Injury cover;
- you ceasing to be an Australian citizen or permanent resident or a New Zealand citizen residing permanently in Australia;

- the cancellation of your cover at the Policy Owner's request; and
- the cancellation of your cover by us due to non-payment of premiums or if the eligibility requirements have not been met or as otherwise permitted by law.

For Children's Accident, cover for each Insured Child will cease on the earliest of:

- the Insured Child's death;
- payment of the Insured Child's Children's Accident benefit;
- the Policy Owner ceasing cover for any reason (unless ownership has passed to the secondary Life Insured);
- the Expiry Date, which is the Policy Anniversary Date on or immediately after the Insured Child's 18th birthday;
- the Insured Child ceasing to be an Australian citizen or permanent resident or a New Zealand citizen residing permanently in Australia;
- the cancellation of the Insured Child's cover at the Policy Owner's request; and
- the cancellation of the Insured Child's cover by us due to non-payment of premiums or if the eligibility requirements have not been met or as otherwise permitted by law.

If you change your mind – the cooling-off period

Should you change your mind after you become a Policy Owner, you have a 30 day cooling-off period, where you can cancel your Policy and receive a full refund of premiums paid.

The cooling-off period starts from the earliest of the date you receive your Policy documents from us (including this PDS) and the end of the fifth day after we send these documents to you.

To cancel your Policy within the cooling-off period, please contact the MaxLife Customer Service team by:

- emailing customerservice@maxlifeinsure.com.au or phoning 1800 660 137
- writing to MaxLife Customer Service
PO Box 6143, Melbourne VIC 3004

There's just one exception, the cooling-off period automatically ends if you make a claim.

Any decrease in your cover will be subject to the minimum Sum Insured, as well as any minimum premium requirements (see “Premiums and charges” below).

To cancel, decrease or increase your cover, please contact the MaxLife Customer Service team on 1800 660 137.

Cover reinstatement

If the Policy Owner cancels or decreases your cover, the cancelled or decreased cover can only be reinstated at a later time if we agree.

If the Policy lapses (see “If the Policy premiums aren’t paid” on page 16), we will send the Policy Owner a letter confirming that they have an additional 30 days in which to reinstate cover without requiring our acceptance. We are not otherwise bound to accept any requests to reinstate cover, and any such requests are subject to acceptance by us.

If cover is reinstated, we won’t pay for any claims that occur between the date cover ceased and the Policy Reinstatement Date.

Premiums and charges

The premium is the amount that needs to be paid to maintain your MaxLife Accident Protect Policy.

We will notify the Policy Owner of the premium applicable to the Policy. It is the Policy Owner’s responsibility to pay the premium for all Lives Insured under the Policy.

Your premium amount will depend upon the level of cover you choose, your payment frequency, whether that cover automatically increases by 5% each year, your age and gender, the number of Insured Children covered by the Policy and any discounts that apply. We may charge a minimum premium, or require your cover to be at a level sufficient to meet the minimum premium.

Your premium is based on the information provided about you at application and includes government charges such as stamp duty and taxes.

Your premium is guaranteed from one Policy Anniversary Date to the next. We may vary your premium each year at your Policy Anniversary Date, for example in line with your age and any automatic increases in cover that apply.

The Policy Owner can pay the premiums on a fortnightly, monthly or annual basis by credit card or by direct debit from a bank account. If payment is by direct debit, the payment arrangement will be governed by the terms of the Direct Debit Request Service Agreement, which is attached to this PDS.

From time to time, we may make payments to distribution partners and other entities involved in distributing MaxLife based on commercial arrangements. When we do so, such payments are included in your premiums and do not represent any additional charge or cost to you.

If the Policy premiums aren't paid

If the Policy's premiums aren't paid within 60 days of the due date (or within 30 days if premiums are paid fortnightly), the Policy will lapse and you won't be covered for any period for which premiums have not been paid.

Changes to fees and charges

We retain the right to vary any fees and charges, including premiums, at our discretion. Any change, except changes due to taxes and imposts, will be advised to the Policy Owner in accordance with the law. This Policy will not be singled out for an increase in fees or charges.

Taxation and imposts

Based on our interpretation of the current tax laws, we expect that MaxLife Accident Protect premiums would not generally be tax deductible and benefits paid under the Policy would not be treated as income for tax purposes. The tax treatment of your Policy will ultimately depend on your individual circumstances, changes in tax law and the views of the Australian Taxation Office. You should seek professional tax advice in this respect, if necessary.

Where we are, or believe we will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with this Policy, we may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits) under this Policy in the manner and to the extent we determine to be appropriate to take account of the tax or impost.

If you need to make a claim

How the claims process works

If you believe you have suffered a claimable event, we need to be notified within 30 days (or as soon after that event as reasonably possible). If you have selected the Children's Accident cover option, the same applies for each Insured Child.

To make a claim:

1. Call or email us for a claim form:
Phone: 1800 660 137
Email: claims@maxlifeinsure.com.au
2. Mail your completed claim form to:
Claims Team, MaxLife Customer Service
PO Box 6143, Melbourne VIC 3004

Things to note

To process the claim we may need additional information. We may ask for medical evidence, documents or other information (which in some cases may need to be provided by an appropriate Medical Practitioner), for which the person making the claim may have to pay. Once we have received all relevant information and the claim has been approved by us, the Insured's benefit will be paid.

We will not pay a benefit:

- if the Policy has lapsed; or
- if you do not meet the terms and conditions of the Policy; or
- if a claim is fraudulent in any way (and the Policy Owner will need to repay it if it has already been paid in part or full).

Who receives the benefit

If we pay a claim, we will determine who receives the benefit as follows.

- On the death of the primary Life Insured, the Accidental Death and Final Expenses benefits will be paid in the following order:
 - any beneficiaries nominated by the Policy Owner;
 - the secondary Life Insured (if there is one);
 - the Policy Owner's estate.
- On the death of the secondary Life Insured, the Accidental Death and Final Expenses benefits will be paid to the Policy Owner.
- The Accidental Serious Injury benefit will be paid to the applicable Life Insured.
- The Children's Accident benefit will be paid to the Policy Owner.

Other Policy terms and conditions

Benefit limitations

We may limit the total amount we pay under the policies covering you in two ways:

1. if you are covered under more than one MaxLife Accident Protect Policy, we may limit the total Sum Insured under all policies to the maximum Sum Insured available for your age, as set out in the section “What you’re covered for” on pages 6 and 7; and
2. if you are covered under more than one insurance policy issued by us, we may limit the Sum Insured under this Policy so that your total Sum Insured under all insurance policies issued by us does not exceed \$2 million.

If we limit cover for these reasons, we will refund premiums for the reduced portion of the Sum Insured on a pro-rata basis. The limit will not be applied to Sum Insured amounts in excess of the maximum Sum Insured due to indexation increases.

Changing your Personal Information

Please let us know straight away if you change your contact details or if there’s any other change which may require an alteration to your Policy, by emailing us at customerservice@maxlifeinsure.com.au or calling us on 1800 660 137.

Transferring your Policy

If the Policy Owner’s cover is cancelled or ceases, the Policy can be transferred to the secondary Life Insured (if applicable and subject to relevant regulatory requirements). At any other time, the Policy Owner may request that a secondary Life Insured be transferred to their own separate Policy. However, we will no longer provide a discount for having more than one person on the same Policy.

Applicable law

This Policy is governed by the laws of the Australian State or Territory in which it was issued. Any dispute or action in connection to the Policy shall be conducted and determined in Australia.

Changes and updates

We may improve the terms of MaxLife Accident Protect and to the extent that the Policy Owner is not disadvantaged, these improvements may be added automatically to the Policy. We will notify the Policy Owner of any changes as required by law. Changes that are not materially adverse to the Policy Owner will be updated and made available at maxlifeinsure.com.au.

You can obtain the current terms by calling us on 1800 660 137.

Currency

All amounts under the Policy whether payable by us or by you are payable in Australian currency.

Economic sanctions

Notwithstanding the terms of your Policy, we are subject to certain laws and economic sanctions (both local and international) which may prohibit us from completing some financial transactions and/or dealings with you or your beneficiaries.

Statutory fund

The MaxLife Accident Protect Policy will be written in our Statutory Fund No.1. This Policy does not share in any profits.

Guaranteed renewable

Subject to the conditions that will end cover set out elsewhere in this PDS, your cover is guaranteed renewable on each Policy Anniversary Date, provided it is still in force (premiums are paid) at that date, regardless of any changes in your health, occupation or pastimes.

AIA Vitality Membership

Lives insured under MaxLife Accident Protect are eligible to join the AIA Vitality program. For further information please refer to aiavitality.com.au.

You can contact us at:

Email: queries@aiavitality.com.au

Mail: AIA Vitality

PO Box 6313, Melbourne VIC 3004

Phone: **1800 VITALITY (1800 848 254)**

Other things to consider (Risks)

There are risks associated with choosing insurance cover that you need to consider.

You may select an insurance product that does not meet your needs. You should make sure that you read this PDS so you know what is and isn't covered.

You may choose an amount of cover that's not right for you so you need to consider both your needs and the cost of the cover and you should seek advice if necessary.

If you apply for cover or later apply to increase or vary your cover, your age, health or circumstances may prevent you from being eligible so you should not cancel existing life insurance cover until new cover is in place.

Premiums may change over time, which may affect your capacity to keep paying your premiums on time. For more information please see the "Premiums and charges" section of this PDS on pages 15 and 16.

Who to contact

For enquiries about your MaxLife Accident Protect Policy, please:

Email: customerservice@maxlifeinsure.com.au

Mail: MaxLife Customer Service
PO Box 6143, Melbourne VIC 3004

Phone: 1800 660 137

For complaints please:

Email: complaints@maxlifeinsure.com.au

Mail: MaxLife Complaints Manager
PO Box 6143, Melbourne VIC 3004

We will promptly investigate your complaint, referring it if necessary to our Internal Dispute Resolution Committee and it should be resolved within 45 days. In special circumstances it may take longer to resolve, in which case we will advise you.

If you are not satisfied with our response you can lodge your complaint with the Financial Ombudsman Service (FOS) Australia, by contacting:

Financial Ombudsman Service Limited

Email: info@fos.org.au

Mail: GPO Box 3, Melbourne VIC 3001

Phone: 1800 367 287

Your information

Your duty of disclosure

If you are the Policy Owner, you have a duty to tell us anything that you know, or could reasonably be expected to know, which may affect our decision to insure you and any other Life Insured and on what terms.

You have this duty until we agree to insure you, and also before you extend, vary or reinstate the Policy.

You do not need to tell us anything that:

- reduces our risk; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you are a Life Insured (other than the Policy Owner), any failure by you to tell us this information may be treated as a failure by the Policy Owner to comply with this duty of disclosure.

If you do not tell us something

If you are the Policy Owner, and you do not tell us anything you are required to, and we would not have insured you if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may reduce the amount you have been insured for, based on a statutory formula. (We may only exercise this right within 3 years of entering into the Policy if it provides death cover.)

If we choose not to avoid the Policy or reduce the amount you have been insured for, if your Policy does not provide death cover, we may vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We may apply these rights separately to each type of cover that we consider could form a separate policy.

Privacy

This section summarises key information in our Privacy Policy, which may be updated from time to time. For further information, please review the most up to date full version of our Privacy Policy on our website at aia.com.au.

We are part of the AIA Group. Your privacy is important to us. We are bound by the privacy principles which apply to private sector organisations under the Privacy Act, and other laws which protect your privacy. AIA Australia Limited, AIA Financial Services Limited, AIA Group and their related bodies corporate and joint venture partners (together referred to as “we”, “us”, “our”, “the insurer” or “AIA Australia”), provide you the following notification and information about our Privacy Policy and your rights.

Why we collect Personal Information

We collect, use and disclose personal and sensitive information (“Personal Information”) for purposes set out in our Privacy Policy, including to process your applications, enquiries and requests in relation to insurance and other products, for underwriting and reinsurance purposes, to administer, assess and manage your insurance and other products, including claims, and to provide, manage and improve our products and services. We may not be able to do these things without your Personal Information. We may also collect, use and disclose Personal Information to understand your needs, interests and behaviour, personalise our dealings with you, to verify your identity, authority to act on your behalf, maintain and update your records, manage our relationships with you, comply with local and foreign laws and regulatory requests, detect, manage and deal with improper conduct and commercial risks and for reporting, research and marketing purposes. Where you agree and we are otherwise permitted by law, we may contact you on an ongoing basis by email, phone and otherwise, with offers and other promotional information about products or services we think may interest you. If you do not wish to receive these direct marketing communications you may indicate this where prompted or by contacting us as set out in our Privacy Policy.

How we collect, use and disclose Personal Information

We may collect your Personal Information from various sources including forms you submit and our records about your use of our products and services and dealings with us, including any telephone, email and online interactions. We may also collect your information from public sources, social media and from the parties described in our Privacy Policy. We are required or authorised to collect Personal Information under various laws including the Life Insurance Act, Insurance Contracts Act, Corporations Act and other laws set out in our Privacy Policy. Where you provide us with Personal Information about someone else, you must have their consent to provide their Personal Information to us in the manner described in our Privacy Policy.

We may collect your Personal Information from, and exchange your Personal Information with, our related bodies corporate including without limitation, joint venture entities ("Affiliates") and third parties, including the Life Insured, Policy Owner or beneficiaries of your insurance policy, our service providers or contractors or service providers or contractors of our Affiliates, your representatives (including without limitation, your financial adviser and the Australian Financial Service Licensee they represent, the distributor of your insurance policy, your employer, unions of current and former staff members of ours (including contractors) or anyone acting on your behalf including any other representative or intermediary) ("Representatives"), your bank, health providers, partners used in our activities or business initiatives, reinsurers, insurance brokers and intermediaries, distributors, regulatory and law enforcement agencies, and other parties as described in our Privacy Policy. Parties to whom we disclose Personal Information may be located in Australia, South Africa, the US, the United Kingdom, Europe, Asia and other countries including those set out in our Privacy Policy and you acknowledge that Australian Privacy Principle 8.1 (which relates to cross-border disclosure) will not apply to the disclosure. We will not be accountable for those overseas parties under the Privacy Act and you may not be able to seek redress under the Privacy Act.

Where we provide your Personal Information to a third party, the third party may collect, use and disclose your Personal Information in accordance with their own privacy policy and procedures. These may be different to those of AIA Australia.

Other important information

By providing information to us or your Representatives, submitting or continuing with a form or claim, your AIA Vitality membership or otherwise interacting or continuing your relationship with us, you confirm that you agree and consent to the collection, use (including holding and storage), disclosure and handling of Personal Information in the manner described in our Privacy Policy on our website as updated from time to time, and that you have been notified of the matters set out in our Privacy Policy before providing Personal Information to us. You agree that we may not issue a separate notice each time Personal Information is collected.

You can obtain and read the most up to date version of our Privacy Policy from our website at aia.com.au or by contacting us on 1800 333 613 to obtain a copy. You have the right to access the Personal Information we hold about you, and can request the correction of your Personal Information if it is inaccurate, incomplete or out of date. Request for access or correction can be directed to us using the 'Contact us' section below. Our Privacy Policy provides more detail about our collection, use (including handling and storage), disclosure of Personal Information and how you can access and correct your Personal Information, make a privacy related complaint and how we will deal with that complaint, and your opt-out rights.

For the avoidance of doubt, the Privacy Policy applicable to the management and handling of Personal Information will be the most current version published at aia.com.au, which shall supersede and replace all previous Privacy Policies and/or Privacy Statements and privacy summaries that you may receive or access, including but not limited to those contained in or referred to in any telephone recordings and calls, applications, websites, underwriting and claim forms, Product Disclosure Statements and other insurance and disclosure statements and documentation.

Contact us

If you have any questions or concerns about your Personal Information, please contact us as set out below:

The Compliance Manager
AIA Australia Limited
PO Box 6111
Melbourne VIC 3004
Phone 1800 333 613

Definitions

Accident means a physical Injury which is caused solely and directly by violent, external and unexpected means and that is not traceable, even indirectly, to the Insured's state of mental or physical health before the event. Injury directly resulting from medical or surgical treatment will not constitute an 'Accident'.

Accidental Death means that death is as a result of an Accident and occurs within 90 days of the Accident taking place.

Accidental Serious Injury Event means an event listed in the table titled "Accidental Serious Injury Events" in the "Accidental Serious Injury cover" section of this PDS.

Activities of Daily Living are the following:

- *Bathing and/or showering* which means the ability of the Insured to wash himself or herself either in the bath or shower or by sponge bath without the assistance of another person. The Insured will be considered to be able to bathe himself or herself even if the above tasks can only be performed by using equipment or adaptive devices.
- *Dressing and undressing* which means the ability of the Insured to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the assistance of another person. The Insured will be considered able to dress himself or herself even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- *Eating and drinking* which means the ability of the Insured to get nourishment into the body by any means once it has been prepared and made available to the Insured without the assistance of another person.
- *Using a toilet to maintain personal hygiene* which means the ability of the Insured to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the assistance of another person. The Insured will be considered able to toilet himself or herself even if he or she has an ostomy and is able to empty it himself or herself, or if the Insured uses a commode, bedpan or urinal, and is able to empty and clean it without the assistance of another person.

- *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* which means the ability of the Insured to move in and out of a chair or bed without the assistance of another person. The Insured will be considered able to transfer himself or herself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used.

Blindness means that as a result of an Accident and as certified by an ophthalmologist, the:

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

Blindness In One Eye means that as a result of an Accident and as certified by an ophthalmologist, the visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in one eye.

Children's Accidental Serious Injury Event means an event listed in the table titled "Children's Accidental Serious Injury Events" in the "Children's Accident cover" section of this PDS.

Coma means, as a direct result of an Accident, a definite diagnosis of a state of unconsciousness with failure to respond normally to external stimuli or response to internal needs and requiring life support for a continuous period of at least 96 hours, for which period the Glasgow Coma score must be 7 or less.

The diagnosis of coma must be made by an appropriate Medical Specialist.

Expiry Date means in relation to a benefit, the date that cover for that benefit ceases, as set out in your Policy Schedule.

Injury means a physical injury which occurs whilst the Policy is in force and which results solely and directly and independently of any other cause in disability. Injury directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Injury'.

Insured means a Life Insured or an Insured Child.

Insured Child/ren means the dependent biological, legally adopted or step child/children of the Policy Owner or of the Policy Owner's Partner, whom you have nominated and we have listed for cover on the Policy Schedule.

Life Insured means a person named as a Life Insured in the Policy Schedule, but does not include a Insured Child.

Loss of Hearing means as a direct result of an Accident, a definite diagnosis, by an appropriate Medical Specialist, of:

- the total and irreversible loss of hearing in both ears, even with amplification; or
- loss of hearing that has an auditory threshold of 90 decibels or greater, even with amplification, within the speech threshold of 500 hertz, 1000 hertz, 2000 hertz and 3,000 hertz in the better ear in 2 measurements at least 6 months apart.

Loss of Speech means the complete and irrecoverable loss of the ability to speak solely and directly as a result of Accident which must be established and the diagnosis reaffirmed after a continuous period of 90 days of such loss by an appropriate medical specialist.

Loss of Use of Limbs and/or Sight means the total and irrecoverable loss by the Insured solely and directly as a result of an Accident of the:

- use of both hands;
- use of both feet;
- sight of both eyes (as defined by Blindness);
- use of one hand and one foot;
- use of one hand and the sight of one eye (as defined by Blindness In One Eye); or
- use of one foot and the sight of one eye (as defined by Blindness In One Eye).

Major Head Trauma means arising solely and directly as a result of an Accident, a head Injury resulting in permanent neurological deficit, resulting in the Insured either:

- being totally and permanently unable to perform any one of the Activities of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in *Guides to the Evaluation of Permanent Impairment (Guides) 5th edition*, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

Medical Practitioner means a legally qualified and registered doctor of medicine approved by us. It does not include you, your employer, an employee of your employer or any of your Relatives or business partners.

Medical Specialist means a legally qualified and registered doctor of medicine approved by us, who has completed advanced education and clinical training in a specific area of medicine (their specialty area). It does not include you, your employer, an employee of your employer or any of your Relatives or business partners.

Mental Illness means a mental health condition or disorder including but not limited to depression, anxiety, stress or panic attacks, nervous disorder, chronic fatigue syndrome, fibromyalgia and pain syndromes.

Paralysis is the following:

- Diplegia which means the total and permanent loss of function of both sides of the body.
- Hemiplegia which means the total and permanent loss of function of one side of the body.
- Paraplegia which means the total and permanent loss of function of the lower limbs.
- Quadriplegia which means the total and permanent loss of function of the lower and upper limbs.

The Paralysis must arise solely and directly as a result of an Accident to the spinal cord or brain.

Partner means a spouse, de facto spouse or person living in a bona fide domestic living arrangement, irrespective of gender, where one or each of them provides the other with financial support, domestic support and personal care.

Personal Information means 'personal information' and 'sensitive information' as those terms are defined in the Privacy Act 1988 (Cth).

Policy means the legal contract between the Policy Owner and us. The terms and conditions of this contract are defined by:

- this PDS;
- the Policy Schedule;
- the application for insurance, including any declaration and statements relating to the insurance and all information provided by you when applying for the Policy; and
- any special conditions, amendments or endorsements we issue to you.

Policy Anniversary Date means the anniversary of the Policy Commencement Date.

Policy Commencement Date means the date your cover commences. The Policy Commencement Date is set out in the Policy Schedule. In the event of reinstatement of the Policy, the Policy Commencement Date in respect of the reinstated Policy is the effective Policy Reinstatement Date.

Policy Owner means the person named as the Policy Owner in the Policy Schedule. This is the primary Life Insured on the Policy.

Policy Reinstatement Date means the date we agree to reinstate the Policy where requested by the Policy Owner. All premium arrears must be paid before a Policy can be reinstated.

Policy Schedule means the document entitled 'Policy Schedule' issued by us setting out the details of the insurance cover under the Policy.

Relative means a person who is a:

- parent, grandparent, brother, sister, uncle, aunt, nephew or niece; or
- dependent biological, legally adopted or step child; of you or of your Partner.

Severe Burns means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to:

- 20% or more of the body surface area as measured by the Lund and Browder Body Surface Chart;
- the whole of both hands, requiring surgical debridement and/or grafting;
- the whole of both feet, requiring surgical debridement and/or grafting;
- the whole of the skin of the genitalia, requiring surgical debridement and/or grafting; or
- the whole of the face, requiring surgical debridement and/or grafting.

Severe Burns must arise solely and directly as a result of an Accident.

Sum Insured means the agreed cover level for each insured benefit, as specified in the most recent Policy Schedule, endorsement letter or renewal certificate issued for this Policy.

This PDS should be read before making a decision to acquire or continue to hold MaxLife Accident Protect. It is intended to help you decide whether MaxLife Accident Protect will meet your needs and compare it with other products you may be considering. Any financial product advice contained in this PDS is of a general nature only and has been prepared without taking into account your objectives, financial situation and needs.

This PDS and the MaxLife Accident Protect product described within it are issued by AIA Australia Limited ABN 79 004 837 861, AFSL 230043 (AIA Australia). AIA Australia is a subsidiary of the AIA Group, has been operating in Australia for over 40 years and is registered by the Australian Prudential Regulation Authority (APRA). AIA Australia takes full responsibility for the entirety of this PDS and can be contacted at PO Box 6111, Melbourne, VIC, 3004 or on 1800 333 613. AIA Australia has adopted the Life Insurance Code of Practice, which contains minimum standards of service that customers can expect from insurers. The Code can be found at www.fsc.org.au.

AIA Australia is not bound to accept your application. Cover is subject to AIA Australia accepting the application and the receipt of the required premium.

The information in this PDS is current at the date of issue. From time to time AIA Australia may change or update information that is not materially adverse by providing a notice of changes at maxlifeinsure.com.au. Alternatively, it can be provided to you in print form upon request. You will be advised of material changes or significant events as required by law.

Anyone making this PDS available to another person must provide them with the entire electronic file or printout. AIA Australia will also provide a paper or electronic copy of this PDS on request.

Direct Debit Request Service Agreement

This is Your Direct Debit Request Service Agreement with AIA Australia Limited (ABN 79 004 837 861 AFSL 230043). It explains what Your obligations are when undertaking a Direct Debit arrangement with Us. It also details what Our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

Definitions

For this Agreement only, the following definitions will apply.

Account means the Account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between You and Us.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by You to Us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between Us and You.

Us or **We** means AIA Australia Limited (ABN 79 004 837 861), Direct Debit User ID 000142 (the Debit User) You have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your Financial Institution means the financial institution nominated by You on the DDR at which the Account is maintained.

1. Debiting Your Account

1.1 By signing a Direct Debit Request or by providing Us with a valid instruction, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between Us and You.

1.2 We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request

or

We will only arrange for funds to be debited from Your Account if We have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to Us and when it is due,

Except where:

We have agreed to a temporary variation in accordance with Your instructions under clause 3 of this Agreement; or

A credit tribunal or other legal tribunal has instructed Us to vary the arrangement.

1.3 If the Debit Day falls on a day that is not a Business Day, We may direct Your Financial institution to debit Your Account on the following Business Day. If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.

2. Amendments by Us

2.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least 14 days written notice.

2.2 We reserve the right to cancel this Agreement if the first debit from Your Account is returned unpaid or two or more debit attempts are returned unpaid by Your Financial Institution.

3. Amendments by You

- 3.1 You may change*, stop or defer a Debit Payment, or terminate this Agreement by providing Us with at least 14 days notification by:
- writing to MaxLife Customer Service,
PO Box 6143, Melbourne VIC 3004
- or**
- telephoning Us on 1800 660 137 during business hours;
- or**
- arranging it through Your Financial Institution, which is required to act promptly on Your instructions.

*Note: in relation to the above reference to 'change', Your Financial Institution may 'change' Your Debit Payment only to the extent of advising Us of Your new Account details.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request and this Agreement.
- 4.2 If there are insufficient clear funds in Your Account to meet a Debit Payment:
- (a) You may be charged a fee and/or interest by Your Financial Institution;
 - (b) You may also incur fees or charges imposed or incurred by Us; and
 - (c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that We can process the Debit Payment.
- 4.3 You should check Your Account statement to verify that the amounts debited from Your Account are correct.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your Account, You should notify Us directly on 1800 660 137 and confirm that notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively You can take it up directly with Your Financial Institution.
- 5.2 If We conclude as a result of Our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.
- 5.3 If We conclude as a result of Our investigations that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.
- 5.4 Any queries You may have about an error made in debiting Your Account should be directed to Us in the first instance and, if We are unable to resolve the matter, You can refer such queries to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.

6. Accounts

- 6.1 You should check:
 - (a) with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions.
 - (b) Your Account details which You have provided to Us are correct by checking them against a recent Account statement; and
 - (c) with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 Subject to clause 7.2, We will keep any information (including Your Account details) collected as part of Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information about You that We have collected as part of Your Direct Debit Request:
- (a) to the extent specifically required or permitted by law or under Our privacy policy or procedures; or
 - (b) for the purposes of this Agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If You wish to notify Us in writing about anything relating to this Agreement, You should write to:
MaxLife Customer Service
PO Box 6143, Melbourne VIC 3004
- 8.2 We will notify You by sending a notice in the ordinary post or via email to the address You have given Us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third Business Day after posting.

AIA Australia

509 St Kilda Road
Melbourne VIC 3004
aia.com.au