

# Bendigo SmartCover<sup>®</sup>

Short-form Product  
Disclosure Statement

Version 2, Prepared 20 May 2015  
**Issued by AIA Australia**



**Bendigo Bank**

## How this Short-form Product Disclosure Statement (Short-form PDS) works

This Short-form PDS contains a summary of the significant benefits and risks associated with Bendigo SmartCover. It also contains information about our premiums, the cooling-off period, dispute resolution process and other important information.

Any reference to 'PDS' in this Short-form PDS means the Product Disclosure Statement and Policy Document (PDS) for Bendigo SmartCover.

You can obtain a copy of the PDS for Bendigo SmartCover, which contains more detailed information about the benefits and risks of those products, at [www.bendigolife.com.au](http://www.bendigolife.com.au), or you can phone us on 1800 104 338.

The words 'you' and 'your' mean an existing customer who is, or any potential customer who is likely to become, a person insured, otherwise known as a Life Insured, under the Policy and 'insured child' means Child Insured.

Some words in this Short-form PDS have a special meaning, and these are defined in the PDS. All defined words can be recognised as they are capitalised. The definitions for some of the more important defined words are on pages 23 to 26.

Bendigo SmartCover is issued by AIA Australia Limited (ABN 79 004 837 861, AFSL 230043), and forms part of the Bendigo Life suite of products. Wherever you read the words 'we', 'us', 'our', 'the insurer', or 'AIA Australia', this refers to AIA Australia Limited.

The legal terms and conditions of your contract of insurance are set out in detail in the applicable PDS, which we will send to you once we accept your application. You then have 30 days to review the terms and conditions to ensure the product is right for you. Please see page 14 for more information.

## Bendigo SmartCover

Bendigo SmartCover has a choice of three plans – Top, Mid and Basic. Each plan has different benefits. The table below summarises the three plan options available.

Main Benefits	Payment eligibility	Top	Mid	Basic
<b>Life cover</b>	Death from Sickness	✓	✓	✗
	Death by Accident	✓	✓	✓
	Diagnosis with Terminal Illness	✓	✓	✗
<b>Living cover</b>	Living Cover Event due to Sickness	✓	✗	✗
	Living Cover Event due to Accident	✓	✓	✓
<b>Final Expenses cover</b>	Death from Sickness	✓	✓	✗
	Death by Accident	✓	✓	✓
Optional Benefits	Payment eligibility	Top	Mid	Basic
<b>Expenses cover</b>	If you can't work due to Sickness	✓	✗	✗
	If you can't work due to Accident	✓	✓	✓
<b>Children's cover</b>	Life cover and Children's Trauma Events	✓	✓	✓

Applying for Bendigo SmartCover only takes a few minutes, online or over the phone, with only a few qualifying health and lifestyle questions needed to assess your application. If approved, you will be covered immediately.

# Benefits

## Life cover

Life cover pays a lump sum benefit on your death or diagnosis with a Terminal Illness, as shown in the table below.

	Top	Mid	Basic
<b>Death from Sickness</b>	✓	✓	X
<b>Final Expense advance on death from Sickness*</b>	✓	✓	X
<b>Diagnosis of a Terminal Illness</b>	✓	✓	X
<b>Death by Accident</b>	✓	✓	✓
<b>Final Expense advance on death by Accident*</b>	✓	✓	✓
<b>Minimum Sum Insured**</b>	\$100,000		
<b>Maximum Sum Insured***</b>	18 to 45 years \$1,000,000 46 to 55 years \$750,000 56 to 59 years \$500,000		
<b>Included benefit</b>	Financial Planning Benefit. We will reimburse up to \$3,000 <sup>^</sup> of financial planning costs incurred and paid within six months of the payment of a death benefit to help you best manage or invest any benefit we pay.		

\* Final Expense is a \$15,000 advance on the death benefit, paid quickly to assist with final expenses.

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

\*\*\* Maximum Sum Insured at time of policy commencement – your Sum Insured may rise above this due to indexation increases.

<sup>^</sup> \$3,000 maximum reimbursement is across all covers.

## Living cover

Living cover pays a lump sum benefit if you suffer a covered Living Cover Event. The benefit we will pay is a percentage of your Living cover Sum Insured, depending on the type of Sickness and/or Accident you suffer. You are able to claim for multiple Living Cover Events at different times throughout the life of your Policy, until you have exhausted your full Living cover Sum Insured, after which we will not pay any further benefits for Living cover.

	Top	Mid	Basic
<b>A listed Living Cover Event due to Sickness</b>	✓	X	X
<b>A listed Living Cover Event due to an Accident</b>	✓	✓	✓
<b>Sum Insured</b>	30% of your Life cover Sum Insured		
<b>Included benefit</b>	Financial Planning Benefit. We will reimburse up to \$3,000 <sup>^</sup> of financial planning costs incurred and paid within six months of the payment of a Level 1 Living Cover Event benefit to help you best manage or invest any benefit we pay for.		

<sup>^</sup> \$3,000 maximum reimbursement is across all covers.

## Living Cover Events

As listed in the table below, if you have:

- Top, you are covered for all 60 Living Cover Events.
- Mid or Basic, you are covered for 25 Living Cover Events.

If we pay you a Living cover benefit, the amount we will pay is your Living cover Sum Insured multiplied by the percentage for the relevant Living Cover Event, as set out below.

Level	% of Living cover benefit paid	Type	Living Cover Event		Example of benefit based on \$300,000 Living cover
			Top	Mid and Basic	
1	60%	<b>Cancer</b>	Cancer*	n/a	\$180,000
		<b>Coronary</b>	Coronary Artery By-pass Surgery* Heart Attack* Stroke*	n/a	
		<b>Other</b>	Blindness Bacterial Meningitis Benign Brain Tumour* Chronic Kidney Disease Chronic Liver Disease Chronic Lung Disease Diplegia Hemiplegia Loss Of Independence Loss Of Use Of Limbs And/Or Sight Major Head Trauma Paraplegia Quadriplegia Severe Burns Viral Encephalitis	Blindness Diplegia Hemiplegia Loss Of Use Of Limbs And/Or Sight Major Head Trauma Paraplegia Quadriplegia Severe Burns	
2	30%	<b>Coronary</b>	Cardiomyopathy Coronary Artery Angioplasty* Heart Valve Surgery* Other Serious Coronary Artery Disease* Out of Hospital Cardiac Arrest Pulmonary Arterial Hypertension (Primary)* Surgery to the Aorta*	n/a	\$90,000
		<b>Other</b>	Accidental HIV Infection* Alzheimer's Disease Aplastic Anaemia Coma Dementia Intensive Care Loss Of Hearing Loss Of Speech Major Organ Transplant* Motor Neurone Disease Multiple Sclerosis Muscular Dystrophy Parkinson's Disease Pneumonectomy Severe Diabetes* Severe Rheumatoid Arthritis	Coma Intensive Care Loss Of Hearing Loss Of Speech Major Organ Transplant	

Level	% of Living cover benefit paid	Type	Living Cover Event		Example of benefit based on \$300,000 Living cover
			Top	Mid and Basic	
3	10%	<b>Cancer</b>	Carcinoma In Situ (Female)* Carcinoma In Situ (Male)* Prostate Cancer (Minor)* Skin Cancer (Minor)*	n/a	\$30,000
		<b>Coronary</b>	Coronary Coronary Artery Angioplasty (Minor)*	n/a	
		<b>Other</b>	Blindness In One Eye Loss Of Use Of Single Limb Psychiatric Hospitalisation	Blindness In One Eye Loss Of Use Of Single Limb	
4	1%	<b>Other</b>	Fracture of: – collarbone (clavicle) – forearm (radius and ulna) – heel (calcaneous) – jaw (maxilla and mandible) – knee cap (patella) – leg (tibia and fibula) – pelvis – shoulder bone (scapula) – thigh (femur) – upper arm (humerus)	Fracture of: – collarbone (clavicle) – forearm (radius and ulna) – heel (calcaneous) – jaw (maxilla and mandible) – knee cap (patella) – leg (tibia and fibula) – pelvis – shoulder bone (scapula) – thigh (femur) – upper arm (humerus)	\$3,000

# All Living Cover Events for Mid and Basic must arise solely and directly as the result of an Accident.

\* We won't pay a benefit where the Living Cover Event is suffered within the first 90 days of the Policy Commencement Date or Policy Reinstatement Date, or where there is a requested increase in the Sum Insured, from the date of that increase on the amount of the increase.

#### Some conditions apply to the payment of the Living cover benefit.

- We will not pay a Living cover benefit:
  - if you die within 14 days of the occurrence of the Living Cover Event;
  - more than once for Psychiatric Hospitalisation;
  - for Major Organ Transplant for a kidney, liver or lung if we have already paid a benefit for Chronic Kidney Disease, Chronic Liver Disease or Chronic Lung Disease, respectively.

- We will not pay a total of more than 60% of the Living cover Sum Insured for all occurrences of:
  - Living Cover Events in any 12 month period;
  - Cancer Events. We will pay a benefit for more than one Cancer Event, as long as we determine that the Cancer Events:
    - are not related and the second Cancer Event occurs at least 12 months after the first Cancer Event; or
    - are related and the second Cancer Event is a more severe Level than the first Cancer Event, in which case we will pay the difference between the benefit we would normally pay for the first and second Cancer Events.

- Coronary Events. We will pay a benefit for more than one Coronary Event, as long as we determine that the Coronary Events:
    - are not related and the second Coronary Event occurs at least 12 months after the first Coronary Event; or
    - are related and the second Coronary Event is a more severe Level than the first Coronary Event, in which case we will pay the difference between the benefit we would normally pay for the first and second Coronary Events.
3. We will only pay a benefit for one Living Cover Event (except Fractures) from a single occurrence, even if more than one Living Cover Event occurs at the same time. Where more than one Living Cover Event occurs at the same time, we will pay for the Living Cover Event that has the greatest benefit.
  4. Where more than one Fracture occurs at the same time (for example a fracture to the thigh and to the upper arm), we will pay an amount for each Fracture. If the same bone is fractured more than once at the same time (for example, an upper leg fractured in two places at the same time), we will only pay the benefit for a Fracture to that bone once.
  5. The time at which a Living Cover Event will be deemed to have “occurred” is:
    - for a Living Cover Event requiring a diagnosis – at the date of diagnosis;
    - for a Living Cover Event involving a medical procedure – at the date that the Living Cover Event which the procedure is intended to address was first diagnosed (provided the procedure is subsequently undertaken); or
    - for any other Living Cover Event – at the date of the relevant Living Cover Event.

### **Financial Planning benefit**

Where we pay a benefit for Life cover or a Level 1 Living Cover Event, we will reimburse you, your nominated beneficiaries or the Policy Owner for the cost of obtaining advice from one or more financial planners as to how the claim payment is to be managed or invested up to a maximum total of \$3,000, subject to the conditions outlined below. This benefit will be paid in addition to any other claim payment we make.

The Financial Planning benefit is subject to the following conditions:

- Each financial adviser providing and charging for financial planning advice must be properly authorised and approved by us;
- The financial planning costs must be incurred and paid within the first six months following the applicable claim payment;
- The maximum amount reimbursed will be the lower of \$3,000 and the actual financial planning costs incurred as evidenced by tax invoices;
- The benefit can be payable more than once under the Policy up to the maximum total amount of \$3,000; and
- The maximum total amount we will pay out for the Financial Planning benefit on any one Life Insured under all policies with us will be \$3,000.

Where a payment is made for the Financial Planning benefit, it will not reduce your Sum Insured or Remaining Sum Insured.

### **Expenses cover – optional**

Expenses cover pays a monthly benefit if you become Totally Disabled and unable to work. You must be Gainfully Employed for at least 20 hours per week to apply for Expenses cover.

We will not reduce the amount we pay you by any income or payments you may receive from other sources.

If you are entitled to receive an Expenses cover benefit payment, we will even pay this benefit if we have also paid a Living cover benefit for the same Injury or Sickness. Any Expenses cover benefit payments we make will not affect how much can be claimed under Life cover or Living cover.

	Top	Mid	Basic
<b>If you are unable to work due to Sickness</b>	✓	X	X
<b>If you unable to work due to an Accident</b>	✓	✓	✓
<b>Sum Insured</b>	1% of your Living cover Sum Insured per month		
<b>Waiting Period</b>	30 days		
<b>Benefit Period</b>	Choice of 6 or 12 months		

There are two definitions of Total Disability:

- Total Disability (Usual Duties); and
- Total Disability (Activities Of Daily Living).

The definition applicable to you will depend upon your working status at both the time of application and claim.

If at the time of application you are:

- Gainfully Employed for at least 20 hours per week;
- spending no more than 20% of your working hours at your place of residence; and
- not performing heavy manual work;

and immediately prior to the Disablement Date you are working at least 20 hours per week, you will be covered under the Total Disability (Usual Duties) definition.

If at the time of application or claim you do not qualify for the Total Disability (Usual Duties) definition above, you will be covered under the Total Disability (Activities Of Daily Living) definition.

### Recurring Disability

If you become Totally Disabled within six months since of the date we last paid an Expenses cover benefit for the same or a related condition, we will treat the new claim as a continuation of the previous claim. You don't have to serve a Waiting Period, but the total Benefit Period we will pay for will include the amount of time you were paid a benefit on the previous claim.

If you become Totally Disabled again from the same or a related condition after more than six months since we last paid an Expenses cover benefit, or from a different cause at any time, we will treat this as a new claim with its own Waiting Period and Benefit Period.

If you are on claim and we pay an Expenses cover benefit for the full Benefit Period, we won't pay any further benefits for the same or a related condition unless you have been Gainfully Employed for at least 20 hours per week for a continuous period of at least twelve months prior to the new claim.

### Children's cover – optional

Children's cover pays a lump sum benefit if your insured child suffers a Children's Trauma Event listed below.

	Top	Mid	Basic
<b>If your insured child suffers a Children's Trauma Event</b>	✓	✓	✓
<b>If your insured child dies</b>	✓	✓	✓
<b>Minimum Sum Insured per insured child</b>	\$15,000		
<b>Maximum Sum Insured per insured child</b>	\$50,000		
<b>Included benefit</b>	Final Expenses benefit. A \$15,000 payment will be made if your insured child dies.		

### Children's Trauma Events

- Bacterial Meningitis
- Blindness
- Cancer
- Encephalitis
- Major Head Trauma
- Paralysis
- Severe Burns

Please see the "Children's cover" section of the PDS for further information.

# How your Policy works

## Who can apply?

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 cover, you can also have up to ten children (Children Insured).

You must be aged 18 to 59, an Australian citizen or permanent resident, or a New Zealand citizen, living in Australia at the time of application and when receiving this Short-form PDS.

## When does your cover start and stop?

Your cover will start as soon as we accept your application. We will send you a Policy Schedule confirming your accepted benefits, Sum Insured, Policy Commencement Date and each cover's Expiry Date. Each cover will expire on its Expiry Date, though they may expire earlier in circumstances described in the "When does your cover start and stop?" section of the PDS.

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

To cancel your Policy please contact the Bendigo Life Customer Service team.

# Changes to your cover amount

## Benefit indexation

Your Sum Insured will automatically increase each year by 5% on the Policy Anniversary Date. Your premium will be adjusted to allow for the higher Sum Insured and age at the time. The amount of increases under benefit indexation is not limited – so your Sum Insured may increase to be more than the maximum Sum Insured we usually allow.

The Policy Owner can reject a benefit indexation increase for a particular year or permanently by contacting us prior to the Policy Anniversary Date on which the increase would apply.

Benefit indexation is not applicable on Children's cover.

## Cancelling, decreasing or increasing your cover

The Policy Owner may cancel, decrease or increase your cover at any time, subject to certain conditions.

If your cover decreases or increases, the Sum Insured and Remaining Sum Insured of your Living cover will decrease or increase in proportion, subject to any minimum or maximum sum insured requirements.

Please see the "Cancelling, decreasing or increasing your cover" section in the PDS for further details.

## What you're not covered for

As you would expect, Bendigo SmartCover does not cover you for absolutely everything. Please read this section carefully to understand what isn't included.

### Exclusions on all covers

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

Participating in 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) or in any motorised sport in any capacity.

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.
Injury or Sickness which arises from a condition which first occurs, or where symptoms leading to the condition first occur or are diagnosed or first became apparent before the Policy Commencement Date, Policy Reinstatement Date or for any requested increase in the Sum Insured, the date of that increase on the amount of that increase.
As a direct or indirect result of carrying out the duties of your occupation, if your occupation involves: <ul style="list-style-type: none"> <li>• working underground, offshore or above 10 metres from the ground;</li> <li>• underwater diving;</li> <li>• working with explosives;</li> <li>• working as a professional sportsperson or coach; or</li> <li>• employment in the armed forces.</li> </ul>
<b>Exclusions on Life cover only</b>
Deliberately self-inflicted Injury or Sickness, including suicide and attempted suicide in the first 13 months from the Policy Commencement Date, Policy Reinstatement Date or, where there is a requested increase in the Sum Insured, from the date of that increase on the amount of the increase.
Where you are covered for Accident only, death occurring more than 90 days after the Accident.
<b>Exclusions on Living and Expenses covers only</b>
Deliberately self-inflicted Injury or Sickness, including attempted suicide.
Participating in abseiling, mountaineering, football (all codes), long distance sailing, martial arts (except Tai Chi), trail bike riding, scuba diving, hang gliding, parachuting, non-motorised aviation activities or any hazardous recreational activities of a competitive nature (including but not limited to engaging in speed or time trials).
<b>Exclusions on Expenses cover only</b>
Injury suffered in an area listed by the Department of Foreign Affairs and Trade (DFAT) as “Do not travel”.

Sickness occurring within 90 days of the Policy Commencement or Reinstatement Date or, where there is a requested increase in the Sum Insured, from the date of that increase on the amount of the increase.
As a result of normal pregnancy, terminating a pregnancy or giving birth (including any associated conditions).
Mental Illness, including any condition which is directly or indirectly contributed to, caused by or aggravated by Mental Illness.
<b>Exclusions on Children’s cover only</b>
Death, Injury or Sickness which is: <ul style="list-style-type: none"> <li>• deliberately self-inflicted, including suicide and attempted suicide;</li> <li>• intentionally caused by the Child Insured’s parent, guardian or relative or someone who lives with or supervises the Child Insured;</li> <li>• resulting from a congenital condition; or</li> <li>• suffered within the first 90 days of the Policy Commencement Date, Policy Reinstatement Date or for any requested increase in the Sum Insured, the date of that increase on the amount of that increase.</li> </ul>

## Premiums and charges

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

Your premium amount is determined by the information provided about you at application and includes government charges such as stamp duty and taxes. 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. We may set a minimum Sum Insured to ensure you meet our minimum premium requirements.

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.

For Bendigo SmartCover, the level of cover used to determine your premium for Living cover is 30% of your Life cover Sum Insured. The level of cover used to determine your premium for Expenses cover is 1% of your

Living cover Sum Insured, per month. So, after you are paid a Living cover or Expenses cover benefit, the level of cover used to determine your premium will be unchanged.

### **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.

### **Taxation and imposts**

We may vary amounts (including premiums, charges and benefits and other amounts) under this Policy at our discretion to the extent we determine appropriate to take account of taxes or imposts that we are or believe that we will become liable to pay.

## **If you need to make a claim**

We need to be notified within 30 days (or as soon after that as reasonably possible) after a claimable event. We may need medical evidence from an appropriate Medical Practitioner before we can pay any benefit.

We will not pay a benefit if the Policy has lapsed 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 Life, Final Expenses and Financial Planning 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 Life, Final Expenses and Financial Planning benefits will be paid to the Policy Owner.
- The Terminal Illness, Living cover, Expenses cover and Financial Planning (apart from on death) benefits will be paid to the applicable Life Insured.
- The Children's benefit will be paid to the Policy Owner.

## **Other Policy terms and conditions**

### **Benefit limitations**

If you are covered under more than one Bendigo SmartCover Policy we may limit the total Sum Insured under all policies. In addition, if you are covered under more than one insurance policy issued by us, we may limit the Sum Insured under this Policy. Please refer to the "Benefit Limitations" section of the PDS for full details.

### **Changes and updates**

We may improve the terms of Bendigo SmartCover 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 [www.bendigolife.com.au](http://www.bendigolife.com.au).

You can obtain the current terms by calling us on 1800 104 338.

### **Guaranteed renewable**

Subject to the conditions that will end cover set out in the 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.

## **Other things to consider**

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 the PDS so you know what is covered and what isn't.
- You may choose an amount of cover that's not right for you. When deciding on the right amount of cover, you need to consider both your needs and the cost of the cover. 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. 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 "How your Policy works" section in this Short-form PDS.

## Who to contact

For general enquiries about your Bendigo SmartCover Policy, please:

Email: [customerservice@bendigolife.com.au](mailto:customerservice@bendigolife.com.au)  
 Mail: Bendigo Life Customer Service, PO Box 1192,  
 Chatswood NSW 2057  
 Phone: 1800 104 338

For general complaints please:

Email: [complaints@bendigolife.com.au](mailto:complaints@bendigolife.com.au)  
 Mail: Bendigo Life Complaints Manager, PO Box 1192,  
 Chatswood NSW 2057.

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, by contacting:

Financial Ombudsman Service Limited  
 Email: [info@fos.org.au](mailto:info@fos.org.au)  
 Mail: GPO Box 3, Melbourne VIC 3001  
 Phone: 1300 780 808

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

For contracts of insurance entered into, renewed, extended, varied or reinstated from 28 December 2015, 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 three 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.

## How we handle your information

Your privacy is important to us. The AIA Australia Privacy Policy sets out how your Personal Information (including sensitive information) is collected, used, handled and disclosed by us, and other important information.

AIA Australia's current Privacy Policy is available on our website at [www.aia.com.au](http://www.aia.com.au) or by calling 1800 333 613.

In summary, for the purposes set out in AIA Australia's Privacy Policy (including for the purposes of administering, assessing or processing your insurance or any claim)

AIA Australia may:

- collect Personal Information from you, including from application forms or other information submitted in respect of your insurance, or when interacting with you (including online);
- collect your Personal Information from, and provide to, third parties in Australia and overseas, such as your financial adviser, the distributor of your Policy, employers, health professionals, reinsurers, government agencies, service providers and affiliated companies;
- be required or authorised to collect your Personal Information under various laws including insurance, taxation, financial services and other laws set out in their privacy policy; and
- disclose Personal Information to third parties which may be located in Australia, South Africa, the US, Europe, Asia and other countries including those set out in our Privacy Policy and you acknowledge that by providing your consent as set out in this form, 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 for breaches of the Privacy Act by those overseas parties.

If you do not provide the required Personal Information, AIA Australia may not be able to provide insurance or other services to you. Information about how to access or correct your Personal Information held by AIA Australia or lodge a privacy-related complaint is set out in AIA Australia's privacy policy.

The "Your information" section of the PDS summarises our Privacy Policy in more detail.

We may amend our Privacy Policy at any time. If we do so, we will notify you by posting an amended Privacy Policy on our website so that you will always be aware of how we manage your Personal Information. For the avoidance of doubt, the Privacy Policy applicable to the management and handling of your Personal Information will be the most current version published at [www.aia.com.au](http://www.aia.com.au), and that Privacy Policy shall supersede all Privacy Policies and/or Privacy Statements which you may access, including but not limited to those contained in or referred to in any applications, underwriting and claim forms, and Product Disclosure Statements.

If you have a complaint about our handling of your Personal Information, you should submit it in writing to The Compliance Manager, AIA Australia Limited, PO Box 6111, St Kilda Road Central VIC 8008 or by phoning 1800 333 613.

## Some Definitions

(Please see the PDS for all the defined terms and their 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'.

**Activities Of Daily Living** are the following:

- Bathing and/or showering
- Dressing and undressing
- Eating and drinking
- Using a toilet to maintain personal hygiene
- 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.

Please refer to the PDS for full details.

**Benefit Period** means the benefit period as stated on the Policy Schedule, and is the maximum period during which the Expenses cover benefit is payable.

**Child/ren Insured** 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.

**Disablement Date** means the earliest of the date the Life Insured first:

- consults a Medical Practitioner about the condition that is causing the Total Disability; or
- ceases work due to the condition that is causing the Total Disability as long as it is not more than seven days before the Life Insured first consults a medical practitioner about the condition and provides reasonable medical evidence about when the disablement began.

**Gainfully Employed** means the Life Insured is:

- gainfully employed for salary, reward or profit in any business, profession or occupation as a Permanent Employee; or
- Self-Employed.

**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'.

**Life Insured** means a person named as a Life Insured in the Policy Schedule.

**Medical Practitioner** means a legally qualified and registered medical practitioner approved by us. Your employer, you, an employee of your employer or any of your immediate family or business partners are not included.

**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.

**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.

**Permanent Employee** means the Life Insured:

- is employed on a permanent basis with no agreed employment cease date;
- receives regular remuneration from their employment;
- is entitled to sick leave, annual leave and superannuation payments as part of their employment; and
- does not own (in whole or in part) the business that employs them.

**Personal Information** means 'personal information' and 'sensitive information' as those terms are defined in the Privacy Act 199 (Cth).

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

- the 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.

**Remaining Sum Insured** means the remaining amount of cover available for Living cover claims, as specified in the most recent Policy Schedule, endorsement letter or renewal certificate issued for this Policy, less any Living cover claims paid since that time.

**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.

**Self-Employed** in relation to a person means that the person is in Self-Employment.

**Self-Employment** means gainful self-employment for salary, reward or profit in your business, profession or occupation (e.g. sole trader, contractor, employee of own company or in a business partnership/trust) other than as an employee.

**Sickness** means illness or disease which manifests itself after the Policy Commencement Date.

**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.

**Terminal Illness** means the diagnosis of the Life Insured with an illness which in the opinion of an appropriate specialist Medical Practitioner approved by us, is likely to result in the death of the Life Insured within 12 months of the diagnosis regardless of any treatment that may be undertaken.

**Total Disability (Activities Of Daily Living)** means the Life Insured, solely and directly due to Injury or Sickness and independent of any other cause, is:

- unable to perform at least two of the Activities Of Daily Living;
- under the regular care of and following the advice of a Medical Practitioner approved by us; and
- not working (whether paid or unpaid).

Where cover is for Expense cover due to Accident only, the Total Disability must be solely and directly as the result of an Accident.

**Total Disability (Usual Duties)** means the Life Insured, solely and directly due to Injury or Sickness and independent of any other cause, is:

- unable to perform the duties of their usual occupation;
- under the regular care of and following the advice of a Medical Practitioner approved by us; and
- not working (whether paid or unpaid).

Where cover is for Expense cover due to Accident only, the Total Disability must be solely and directly as the result of an Accident.

**Totally Disabled** means the Life Insured meets the definition of Total Disability applicable to them.

This document summarises some of the key information in the PDS. The PDS should be read before making a decision to acquire Bendigo SmartCover. It is intended to help you decide whether Bendigo SmartCover will meet your needs and to compare it with other products you may be considering. Any financial product advice contained in this document is of a general nature only and has been prepared without taking into account your objectives, financial situation and needs.

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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.

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