

### LeaseProtect Insurance

Policy Document (Product Disclosure Statement)



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# Section A – About this insurance

#### Introduction

Thank you for choosing Allianz.

This insurance offers you a choice of cover for your novated lease repayments. You can choose certain combinations of the death, involuntary unemployment or motor equity covers.

#### **Our Product Disclosure Statement**

This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy this insurance.

# Understanding this insurance and its important terms and conditions

To properly understand this insurance's significant benefits and features you need to carefully read:

- about the available types of cover and benefits in the relevant sections of this policy document (remember certain words have special meanings – see "Words with special meanings");
- the "When we will not pay your claim" sections, in this policy document (these describe the limitations of the cover and benefits);
- the "General conditions" and "Making a claim" sections, in this policy document (these set out certain obligations that you and we have. If you do not meet them we may be able to refuse to pay a claim);
- the "Section C Other important information" section, in this policy document (this contains important information on your duty of disclosure,

our privacy policy and our complaints and disputes process).

When you apply for the policy by completing our application we agree with you on things such as: the period of insurance; your premium; the novated lease agreement and the vehicle that the cover applies to and whether any standard terms need to be varied (this may be by way of an endorsement). These details are recorded in the schedule we issue to you.

You need to ensure the limits and level of cover are appropriate for you. If they are not, you may be underinsured and have to bear part of the loss yourself.

If you have any queries, want further information about the policy or want to confirm a transaction, please use the contact details on the back cover of this document.

#### Your premium

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

The premium amount varies depending on certain factors, such as our costs, the level of cover you select, the amount borrowed under your novated lease agreement and other information you provide to us when applying for this insurance.

Factors that increase the risk to us generally increase the premium (e.g. higher amounts financed or where more covers are chosen) and those that lower the risk reduce premium payable (e.g. shorter lease terms).

The premium amount also includes amounts that take into account our actual (or in some cases estimated) obligation to pay any relevant compulsory government charges, taxes or levies (for example, Stamp Duty and GST where applicable) in relation to the policy.

If you have any queries regarding your premium you can ask us when you apply.

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

# Cooling off period and cancellation rights

You can return the policy or any of the covers selected for any reason within 21 days of the effective date (we call this the cooling off period), and we will refund any premiums paid for the cover(s) in full unless a claim has been or can be made.

To exercise this right, you must notify us in writing within the cooling off period.

This cooling off right does not apply if you have made or are entitled to make a claim.

In addition to cooling off, you have cancellation rights (see "Cancellation rights under this policy" section for details).

Preparation date: 19/02/2009.

# Updating the PDS

The information, including taxation information, contained in this PDS is based on our understanding of relevant laws that apply at the date of issue of this PDS and their continuance.

Certain information, that is not materially significant information, which appears in this PDS, is subject to change from time to time. Where we have indicated in the PDS that we will advise you of changes then you will be advised of such changes in writing. Where other changes that are not materially adverse or significant occur (such as changes to fax numbers), you can obtain a paper copy of the updated information by calling us on the number shown on the back cover of this PDS.

If there is a materially significant change or omission to this PDS, we will issue a supplementary or replacement PDS. Under law we cannot make adverse changes to the terms or conditions of your policy once your application has been accepted and your policy issued to you.

#### Who are the insurers?

Allianz Australia Insurance Limited (Allianz) is the insurer of the involuntary unemployment cover (see Part 2 – Involuntary Unemployment cover) and the motor equity cover (see Part 3 – Motor Equity cover) and is only responsible for these covers.

Allianz Australia Life Insurance Limited (Allianz Life) is the insurer of the death cover (see Part 1 – Death cover) and is only responsible for this cover. Allianz acts as Allianz Life's agent in offering and administering the death cover.

Full details of the insurers are found on page 15. References to "we", "our" or "us" only apply to Allianz and Allianz Life for the cover they are responsible for.

This PDS sets out the terms on which both insurers are providing their separate insurance covers to you. While both insurers are responsible for the accuracy of this PDS, neither insurer is responsible for the liability of the other insurer under the cover provided by them.

#### What is this insurance?

#### Purpose of this insurance

This is consumer credit insurance and the purpose of this insurance is to pay (up to the maximum policy benefits for the covers provided):

- the remaining balance due under your novated lease agreement if you should die (we call this death cover),
- the difference between the remaining balance due under your novated lease agreement and the fair sale price of your vehicle if you become involuntarily unemployed and you choose to sell

your vehicle or hand it back to your financier, or part of your novated lease repayments if you become involuntarily unemployed and choose to keep your vehicle (we call this involuntary unemployment cover),

• the remaining balance due under your novated lease agreement where the total loss payment made by the insurer of your comprehensive motor vehicle insurance is insufficient to pay out your lease (we call this motor equity cover).

The above events must occur during the period of insurance (which will not exceed 5 years) in order for a claim to be payable. We exclude any pre-existing condition (as defined) under the death cover unless otherwise agreed in writing.

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

We pay all benefit payments directly to the financier you have your novated lease agreement with. They are calculated by reference to the amount you owe under the novated lease agreement to which your policy relates.

#### Non-Renewable

This is non-renewable insurance, and the period of insurance will not continue beyond 5 years.

Please be aware that all benefits will cease when the policy ends. For Involuntary Unemployment cover, payments end when the policy ends irrespective of the amount already paid or the date on which you become involuntarily unemployed (see "When the policy ends" on page 27).

#### Choice of cover

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

• Death, involuntary unemployment and motor equity,

- Death and involuntary unemployment, or
- Involuntary unemployment only.

(See "Applying for cover" on page 10 on how to apply).

#### Maximum benefits

The maximum policy benefits we pay for the cover(s) you have been provided with, no matter how many people are covered or how many claims are made, are shown in the following table. The information is a basic summary only and does not set out the full details of the benefits.

Cover	Maximum Policy Benefits
Death	If you die during the period of insurance, we will pay the remaining balance due under your novated lease agreement as at the date of your death up to a maximum of \$200,000.
Involuntary Unemployment	Initial payment If you become involuntarily unemployed for 30 consecutive days, we will pay to your financier the minimum monthly amount required under your novated lease agreement in relation to the remaining balance due for this period.
	From the end of the 30 consecutive days until the end of your involuntary unemployment claim, either Option 1 or Option 2 will apply (which you may be able to select).
	Option 1 – Novated lease repayment cover If you retain your vehicle and continue with your novated lease agreement or do not fall within Option 2, we will

Cover	Maximum Policy Benefits
	pay to your financier one-thirtieth of the minimum monthly repayment amount required under your novated lease agreement in relation to the remaining balance due for each day you are involuntarily unemployed after the first 30 consecutive days of your involuntary unemployment, up to a maximum period of 120 days per claim or until the policy ends (whichever happens first).
	Option 2 – Handback cover If you sell your vehicle or surrender it to your financier within the first 60 days of your involuntary unemployment and have not previously made an involuntary employment claim, we will pay your financier the remaining balance due under your novated lease agreement less the fair sale price of your vehicle, less the initial payment, less the handback excess of \$250.
	The maximum amount payable during the entire period of insurance for all claims under Involuntary Unemployment cover is \$15,000.
Motor Equity	If the insurer of your comprehensive motor vehicle insurance makes a total loss payment on your vehicle for an event that occurs during the period of insurance, we will pay the difference between the remaining balance due under your novated lease agreement and the total loss payment, up to

\$15,000.

#### Not everything is covered

Not everything is covered by this insurance. The above is only a summary and there are limitations. It is important that you carefully read your policy (in particular, the "Section B – Your cover" section of this policy document), to understand the extent of cover and its limitations.

# Applying for cover

#### No medical

You do not need a medical examination to apply for this insurance. All we require is for you to complete our application form(s). Based on the information provided we will tell you whether cover is to be issued and on what terms and confirm issue of cover by providing you a policy schedule.

#### Not compulsory and free choice of insurer

The purchase of this insurance is not compulsory, nor is it a condition of your novated lease agreement approval.

You should also be aware that you can arrange similar insurance through different insurers if you wish.

# Section B – Your cover

# What your policy consists of

Where we agree to provide cover, your policy consists of:

- this printed policy document, which sets out details of your cover and its limitations; and
- the policy schedule approved by us which sets out who is insured, the cover(s) selected, the period of insurance, the novated lease agreement, the limits of liability and other important information. This is referred to as the schedule in the policy document.

You should carefully read and retain your policy document and your schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement policy schedule we may send you detailing changes to your insurance or the period of insurance will become the schedule which you should carefully read and retain.

## Our agreement with you

We will insure you for the cover(s) specified on the schedule for the period of insurance on the basis:

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

If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of avoiding your policy from the effective date stated in the schedule.

For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure under the heading "Your Duty of Disclosure" on page 30.

# Words with special meanings

Some of the words in your policy have special meanings wherever they appear. These words and their meanings are defined below.

"comprehensive motor vehicle insurance" means your comprehensive motor vehicle insurance cover for your vehicle

"consumer credit insurance" means that term as defined in the Insurance Contracts Act 1984 (Cth);

"effective date" means the effective date shown on the schedule.

"fair sale price" means the greater of:

- the value you or your financier achieved on the sale or disposal of your vehicle, or
- the median value that a franchise motor vehicle dealer in the capital city of your state of residence would pay for the vehicle at auction or when traded in on a similar new vehicle taking into consideration the kilometres the vehicle has travelled and the condition of the vehicle. This value is described in the publication 'Glass's Guide Autocomplete' by Glass's Information Services Pty Ltd. ABN 44 004 382 478.

"financier" means the financier shown on the schedule.

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

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

- "involuntary unemployment" and "involuntarily unemployed" means a period during which you are registered and certified as unemployed by Centrelink or such other equivalent Commonwealth Government Authority following a termination of your permanent employment which was not by your choice.
- "novated lease agreement" means the written agreement between you and the financier shown on the policy schedule, under which the financier provides you the finance upon you making regular specified payments to the financier for a specified term.
- "nuclear radiation" means ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, from the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or from any nuclear weapons material.
- "period of insurance" means the period of time beginning on the effective date shown on the schedule and ending on the earlier of the expiry date shown on the schedule or the date the policy ends (see "When the policy ends" on page 27). The period of insurance will not continue beyond 5 years from the effective date.
- "permanent employment" means being employed on a regular basis for a period of not less than 20 hours per week for remuneration or reward and not in employment of a seasonal, casual, temporary or nonrenewable nature
- "permanent resident of Australia" means an Australian or New Zealand citizen or holder of a Permanent Residency Visa for Australia or New Zealand who is currently permanently residing within Australia.
- "premium" means the amount paid or payable by you for the cover(s) shown as applicable on the schedule.
- "reasonable alternative position" means a position that is of equal or greater work value relative to your current position as defined by your employer.

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

"remaining balance due" means the amount owing to your financier under your novated lease agreement as at the date of the incident that led to your claim, excluding:

- any arrears due or refundable or rebateable amounts included in the novated lease agreement, except for any arrears in lease repayments or credit charges accrued for up to 2 months after the date of your death;
- any excess or additional payments due and applicable under your comprehensive motor vehicle insurance; and
- any additional costs or repayment amounts arising from any variation to the novated lease agreement after the policy was entered into, including any increase in the term of the lease or amount owing or any re-draw.

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

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

- "total loss payment" means a payment made under your comprehensive motor vehicle insurance for:
- theft where your vehicle has not been recovered; or
- accidental damage which the insurer has advised was beyond economical repair; and

for which the insurer's payment is a full and final settlement for the total loss of your vehicle.

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

#### "we", "our" or "us" means:

- Allianz Australia Life Insurance Limited, AFS Licence No. 296559, ABN 27 076 033 782 (Allianz Life) in respect of the death cover under Part 1 of the policy.
- Allianz Australia Insurance Limited, AFS Licence No. 234708, ABN 15 000 122 850 (Allianz) in respect of the involuntary unemployment and motor equity covers under Parts 2 and 3 of the policy.

"your vehicle" means the motor vehicle shown in your schedule:

- which is registered for use on public roads;
- including its standard tools, modifications and accessories as supplied or fitted by the manufacturer or dealer when the vehicle was purchased;
- including its fitted or non-standard extras, modifications and accessories which you have listed as covered on your comprehensive motor vehicle insurance schedule:
- which is not a motorcycle, courier vehicle, taxi, or any other vehicle used for transporting persons or goods for reward:

- which is not more than 5 years old at the time of purchase; and
- which does not have a carrying capacity greater than 2 tonnes.

"you" or "your" means the insured person named in the schedule.

# Part 1 – Death cover

Death cover applies only if the schedule shows that it applies and you have paid or agreed to pay the premium set out on the schedule for it. Allianz Life is the insurer of this cover. You enter into a separate contract with Allianz Life. This death cover forms part of the No.1 Statutory Fund of Allianz Life and it does not have a cash or surrender value, nor does it entitle you to participate in our profits.

## 1. What we will pay

If you die during the period of insurance we will pay your financier the remaining balance due under your novated lease agreement as at the date of your death, up to a maximum amount of \$200,000.

# 2. When we will not pay your claim

#### a. Pre-existing injury or illness

We will not pay for any claim for your death that is directly or indirectly caused by any injury or illness or other condition relating to your health:

- of which you were aware or a reasonable person in the circumstances would have been aware and which was present, continuing, being suffered from or experienced; or
- for which you sought or received or for which a reasonable person in the circumstances would have sought or received, medical advice or treatment from a registered medical practitioner or other health professional;

within the 12 month period prior to the commencement of the period of insurance.

If however, you previously held a policy with us that has been cancelled and we agreed to replace it with this insurance and it would have covered your claim, we will cover you under this insurance and pay the lesser of:

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

#### b. Self-inflicted injury or illness

We will not pay if your death is caused directly or indirectly by or arises from a deliberately self-inflicted injury or illness (including suicide or attempted suicide), whilst medically sane or insane, that occurs within 13 months of the effective date.

#### c. Criminal activity

We will not pay if your death arises out of you taking part in a criminal or illegal activity.

#### d. War

We will not pay if your death is caused by or arises from any war or warlike activities.

#### e. Nuclear

We will not pay if your death is caused directly or indirectly by or arises from nuclear radiation.

#### f. Terrorism

We will not pay if your death arises directly or indirectly out of or in any way connected with terrorism.

Other terms and conditions apply to this cover. See "General conditions" on pages 26 to 27 and "Making a claim" on pages 28 to 29 for the details of these terms and conditions.

# Part 2 – Involuntary Unemployment cover

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

# 1. What we will pay

#### Initial payment

If you become involuntarily unemployed and remain involuntarily unemployed for 30 consecutive days during the period of insurance, we will pay to your financier the minimum monthly amount that would be required under your novated lease agreement in relation to the remaining balance due for this period.

Once we have made this payment, you can select one of the following two cover options (where applicable) that will apply to the remainder of your involuntary unemployment claim.

#### Option 1 – Novated lease repayment cover

If you choose to retain your vehicle and continue with your novated lease agreement or Option 2 does not apply, we will pay to your financier a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under your novated lease agreement in relation to the remaining balance due for each day you are involuntarily unemployed after the first 30 consecutive days of involuntary unemployment.

Our payment will continue for as long as you remain involuntarily unemployed up to a maximum period of 120 days or until the policy ends, whichever happens first (see "When the policy ends" on page 27).

For any subsequent periods of involuntary unemployment during the period of insurance, you may claim again under this option and for the initial payment.

#### Option 2 – Hand back cover

This cover is only available for the first involuntary unemployment claim settled during the period of insurance.

If you remain involuntarily unemployed for 30 consecutive days and within the first 60 days of your involuntary unemployment you sell your vehicle or surrender your vehicle to your financier, we will pay to your financier:

- the remaining balance due under your novated lease agreement, less
- · the fair sale price of your vehicle, less
- the initial payment we made to your financier for the first 30 days of your involuntary unemployment, less
- the hand back excess of \$250.

If your claim has been settled under this option, the policy ends and no further claims can be made under the policy.

If you have not sold your vehicle or surrendered your vehicle to your financier within 60 days of the commencement of your involuntary unemployment claim, the remainder of your involuntary unemployment claim can only be settled under Option 1 – Novated lease repayment cover.

The maximum amount payable for all claims under Part 2 – Involuntary Unemployment cover is \$15,000.

# 2. When we will not pay your claim

#### a. First 30 days

We will not pay if your involuntary unemployment occurs during the first 30 days of the period of insurance.

#### b. Self-employed or not permanently employed

We will not pay if you were not engaged in permanent employment or were self-employed immediately before or on the effective date of the period of insurance.

#### c. 30 days employment prior to claim

We will not pay if you were not engaged in permanent employment for at least 30 consecutive working days immediately prior to any period of involuntary unemployment.

# d. Involuntary unemployment of which you were aware

We will not pay if you become involuntarily unemployed and before this contract was entered into you had knowledge or warning of any proposed or actual termination or decrease in work available to you.

#### e. Seasonal employment

We will not pay if your involuntary unemployment is caused by the casual, seasonal or temporary nature of your work.

#### f. Contract employment

We will not pay if your involuntary unemployment is caused by the end of a non-renewable contract which was limited to a specified work period or task.

#### g. Voluntary unemployment

We will not pay if you voluntarily become unemployed including where you resign, reach retirement, accept voluntary redundancy, early retirement or abandon your employment, or where you are self-employed and you voluntarily cease trading or wind up or sell your business.

#### h. Injury, trauma or illness

We will not pay if your involuntary unemployment is caused by any injury, illness, trauma, sickness or disease.

#### i. Misconduct

We will not pay if your involuntary unemployment arises out of dismissal due to unsatisfactory work performance, misconduct or employment contract breach of any kind.

#### j. Liquor or drugs

We will not pay if your involuntary unemployment arises directly or indirectly because of your consumption or use of:

- · intoxicating liquor,
- · narcotics. or
- drugs (other than a drug taken or administered by or in accordance with the advice of a registered medical practitioner).

#### k. Criminal activity

We will not pay if your involuntary unemployment arises out of you taking part in a criminal or illegal activity.

#### I. Riot and civil commotion

We will not pay if your involuntary unemployment arises out of you taking part in a riot, civil commotion, strike or lockout.

#### m. War

We will not pay if your involuntary unemployment is caused by or arises from any war or warlike activities.

#### n. Nuclear

We will not pay if your involuntary unemployment is caused directly or indirectly by or arises from nuclear radiation.

#### o. Terrorism

We will not pay if your involuntary unemployment arises directly or indirectly out of or in any way connected with terrorism.

#### p. Pregnancy

We will not pay for any claims relating to childbirth, abortion, pregnancy, maternity leave or paternity leave.

#### q. Death or disappearance

We will not pay for any claims relating to death or disappearance.

#### r. Reasonable alternative position

We will not pay for any claims if you refuse to accept any reasonable alternative position within Australia, either with your existing employer or your new employer who has taken over your existing employer.

#### s. Unable to perform work

We will not pay if your involuntary unemployment arises out of you not being able to or being unsuited to perform the work that you were employed to undertake.

Other terms and conditions apply to this cover. See "General conditions" on pages 26 to 27 and "Making a claim" on pages 28 to 29 for the details of these terms and conditions

# Part 3 – Motor Equity cover

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

## 1. What we will pay

If the insurer of your comprehensive motor vehicle insurance makes a total loss payment in respect of your vehicle and the event causing the loss occurred during the period of insurance of this policy, we will pay the difference between the remaining balance due under your novated lease agreement and the total loss payment, up to \$15,000.

If you decline the offer of a replacement vehicle under the terms of your comprehensive motor vehicle insurance, then we will settle your claim based on the settlement figure offered by your comprehensive motor vehicle insurer.

Cover is only provided under your policy whilst your vehicle is in Australia.

This cover ends at the earliest of the following:

- on the date your comprehensive motor vehicle insurance lapses or is cancelled; or
- from the time your ownership of the vehicle ends.

## 2. When we will not pay your claim

#### a. No total loss payment

We will not pay any loss where you have not received a total loss payment under your comprehensive motor vehicle insurance covering your vehicle.

#### b. Copy of release not provided

We will not pay any loss where you have not provided us with sufficient evidence to substantiate that your comprehensive motor vehicle insurer has made a total loss payment on your vehicle as is reasonable for us to request.

#### c. Loss covered by other insurance

To the extent permitted by law, we will not pay any loss that is covered by any other insurance or warranty. For example, we will not pay any loss that is covered under a compulsory state workers compensation scheme.

Other terms and conditions apply to this cover. See "General conditions" on pages 26 to 27 and "Making a claim" on pages 28 to 29 for the details of these terms and conditions.

# General conditions

## 1. Changes to your policy

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

# 2. Cancellation rights under this policy

- a. In addition to your cooling off rights, you may cancel your policy with us or any part of the policy at any time by notifying us using the contact details provided on the back cover of this document.
- b. We have the right to cancel your policy with us where permitted by law. For example, we can cancel your policy with us:
  - if you have failed to comply with your Duty of Disclosure, or
  - where you have made a misrepresentation to us during negotiations prior to the issue of the policy, or
  - where you have failed to comply with a provision of your policy, including the term relating to premium payment, or
  - if you have made a fraudulent claim under your policy or under some other contract of insurance that provides cover during the same period of time as your policy.
- c. If you or we cancel the policy after the cooling off period, we may deduct a proportion of the premium for time on risk and reasonable administrative costs related to the acquisition and termination of the policy in accordance with any relevant legislation, together with any government taxes or duties that we cannot recover.

### 3. When the policy ends

Unless we agree otherwise, the policy (both the contract issued by Allianz Life and the contract issued by Allianz) will cease to be in force and all future claim payments under the policy will stop at the earliest of:

- a. the expiry date shown on the policy schedule;
- b. the cancellation of your policy;
- c. the date the novated lease under the novated lease agreement is repaid, discharged, refinanced, restructured, foreclosed or terminated;
- d. the date the novated lease agreement is varied or cancelled;
- e. the fifth anniversary of the effective date of the period of insurance;
- f. the date your indebtedness under the novated lease agreement is transferred to someone else;
- g. the date you turn 65 years of age;
- h. the date you are no longer a permanent resident of Australia;
- i. the date we pay to your financier the lesser of the remaining balance due by you under your novated lease agreement or \$200,000;
- j. on payment of a claim under "Part 1 Death cover";
- k. on payment of a claim under "Option 2 Handback cover" of "Part 2 Involuntary Unemployment cover":
- l. on payment of a claim under "Part 3 Motor Equity cover".

Each of the above conditions apply only to the extent that we are able to legally rely on the condition in relation to the cover provided.

# Making a claim

# What you must do

We may not pay your claim if you (or the legal personal representative of your estate) do not act as follows.

#### 1. Contact us as soon as possible

You (or the legal personal representative of your estate) must tell us of your claim as soon as possible by telephoning us using the number provided on the back cover of this document.

#### 2. Complete a claim form

You (or the legal personal representative of your estate) must obtain a claim form, complete it and return it to us promptly.

#### 3. Assist us with your claim

You (or the legal personal representative of your estate) must give us all the information and assistance with your claim which we may reasonably require, including the following:

- for death claims, we require proof in a form satisfactory to us as to your identity, the fact and cause of your death and the existence of the novated lease agreement.
- for involuntary unemployment claims, you must give us any documents or other information (including a certificate of unemployment from Centrelink) which we may reasonably ask for. You must bear the cost of obtaining such documents.

• for motor equity claims, you must forward a copy of the release you forwarded the insurer of your comprehensive motor vehicle insurance or equivalent evidence of payment for a total loss. If we have the right to recover any amount payable under this policy from any other person, you must cooperate with us in any action we may take. We may appoint a loss adjuster to help settle your claim.

# Section C – Other important information

## Your Duty of Disclosure

#### What you must tell us

We will ask you various questions when you apply for cover. When you answer those questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances would include in answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

#### Who needs to tell us

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

#### If you do not tell us

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

# Complaints and disputes

We have a complaints resolution process that can be accessed by contacting us. If this process doesn't resolve the matter, we will give you information about how to access our external dispute resolution scheme, the Financial Ombudsman Service Limited (FOS).

FOS is independent, free of charge and binding on us but they will only review disputes that have been through our internal dispute resolution process and are within their terms.

They can be contacted at: GPO Box 3, Melbourne VIC 3001 Phone 1300 780 808 (National Toll Free) Fax (03) 9613 6399 www.fos.org.au

## Privacy Act 1988 – Information

We collect your personal information directly from you where reasonably practicable or if not, from other sources. We collect it to provide our various services and products (e.g. to market, arrange and administer insurance and to handle and settle claims) and to conduct market or customer research. We also use it to develop and identify services of our related companies and alliance partners that may interest you (but you can opt out of this by calling the Allianz Direct Marketing Privacy Service Line on 13 2664 EST 8am-6pm, Monday to Friday or indicate your decision in the appropriate area of the Privacy section of our website at www. allianz.com.au). If you do not provide the information we require we may not be able to provide you with this service.

We disclose information to third parties who assist us in the above (e.g. insurers, insurance intermediaries, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, your agents and other persons where required by law). We also provide this information to financiers and motor vehicle manufacturers if we have a relationship or insurance scheme in place with them under which you purchased your policy. We prohibit them from using it for purposes other than those we supplied it for. Where you provide us with information about another person for the above purposes, you must tell us if you haven't got their consent to this. If you wish to gain access to your personal information (including to correct or update it), have a complaint about a breach of your privacy or

you have any query on how your personal information is collected or used, or any other query relating to Privacy, contact us on 13 2664 EST 8am-6pm, Monday to Friday.

#### General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia Limited to further raise standards of practice and service across the insurance industry.

Allianz keenly supports the standards set out in the Code and they apply to the involuntary unemployment and motor equity covers it provides.

You can obtain more information on the Code of Practice and how it assists you by contacting us using the details on the back cover of this document.

# Phoning for assistance and confirmation of cover

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

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

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

This insurance is issued by Allianz Australia Insurance Limited, AFS Licence No. 234708 ABN 15 000 122 850 (Allianz). In arranging this insurance Alphera Financial Services, a division of BMW Australia Finance Limited ABN 78 007 101 715 and authorised dealers act as agents of Allianz and not as your agent.

If you need help, ask your Alphera Dealer, or ring our Alphera Insurance Customer Contact Centre on 1300 80 80 50.