



Innovation  
that excites

## LOAN PROTECTION INSURANCE

PRODUCT DISCLOSURE  
STATEMENT AND POLICY  
DOCUMENT



**my** nissan



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# Section A – About this insurance

## Welcome

Allianz and Allianz Life utilise local expertise, combined with global experience, to offer a range of highly featured products and services to our customers. As members of the worldwide Allianz Group, we are committed to the continuous improvement of our products and services and strive to achieve this through knowledge transfer within the Group, dedicated technical research units, sharing globally new product developments and a wide range of risk management services. We also aspire to Insurance Industry best practice procedures in all aspects of our business.

## About the insurers

Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street, Sydney NSW 2000 is the insurer of the disability cover (see Part 2) and involuntary unemployment cover (see Part 3) and is only responsible for these covers.

Allianz Australia Life Insurance Limited ABN 27 076 033 782 AFS Licence No. 296559 of 2 Market Street, Sydney NSW 2000 is the insurer of the terminal illness and death cover (see Part 1) and is only responsible for this cover. Allianz acts as Allianz Life's agent in offering and administering the terminal illness and death cover.

References to “we”, “our” or “us” only apply to Allianz and Allianz Life for the cover for which they are responsible.

## What is the purpose of this insurance?

This is consumer credit insurance and by way of summary, its purpose is to pay (up to the maximum policy benefits):

- your minimum monthly loan repayments if you are unable to work due to a injury or illness (we call this **disability cover**),
- your minimum monthly loan repayments if you become involuntarily unemployed (we call this **involuntary unemployment cover**),
- the outstanding balance of your loan if you should die or become terminally ill (we call this **terminal illness and death cover**). The terminal illness and death cover does not have a surrender value and does not entitle you to participate in our profits.

This insurance covers you for the period of insurance stated on the policy schedule or until the policy ends (see “When the policy ends”), whichever happens first. If there is a general increase in the interest rate charged by your financial institution resulting in the term of the loan being extended, the expiry date shown on the policy schedule will be extended by up to 6 months in total, free of charge.

It is important that you read this PDS carefully to understand the extent of cover provided and its limitations.

## Choice of cover

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

- terminal illness and death, disability and involuntary unemployment,
- disability and involuntary unemployment,
- terminal illness and death and disability,
- disability only, or
- terminal illness and death only.

(See “Applying for cover” on how to apply).

Where we have agreed to cover you for more than one cover type under the policy, we will consider your claim under all of these cover types so that you can claim for

all available benefits under the policy (subject to the policy terms, conditions, limits and exclusions).

## Benefit payments

We make all benefit payments directly to the financial institution you have the loan agreement with. They are calculated by reference to the amount you owe under the loan agreement to which your policy relates.

## 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
Terminal Illness and Death	<p>The maximum benefit is the lesser of the net balance due and payable under the loan agreement at the date of your death, or terminal illness or \$100,000.</p> <p>We only pay for either terminal illness or death cover even if there is more than one insured person. Other limitations apply (see Part 1 – Terminal Illness and Death cover).</p>
Disability	<p>We will pay a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under the loan agreement for each day you are totally disabled after the 7 day elimination period up to a maximum monthly amount of \$3,000.</p>

Cover	Maximum Policy Benefits
	<p>Our payment will continue for as long as you are totally disabled or until the policy ends, whichever happens first.</p> <p>The maximum total benefit payable during the entire period of insurance, no matter how many times you become totally disabled and for claims by all insured persons combined, is the lesser of the net balance due and payable under the loan agreement or \$100,000. No amount is paid for the 7 day elimination period. Other limitations apply (see Part 2 – Disability cover).</p>
<p>Involuntary Unemployment</p>	<p>We will pay a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under the loan agreement for each day you are involuntarily unemployed after the 7 day elimination period up to a maximum of \$4,000 per claim.</p> <p>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.</p> <p>The maximum amount payable during the entire period of insurance is \$10,000 for claims by all insured persons combined. No amount is paid for the 7 day elimination period. Other limitations apply (see Part 3 – Involuntary Unemployment cover).</p>



## Make sure you understand what is and is not covered

Section B of this document sets out the cover(s) we are able to provide you with. You need to decide if the limits, type and level of cover(s) are appropriate for you and will cover your potential loss. If they are not, you may be underinsured and have to bear part of any loss you are not covered for yourself.

Not everything is covered by this insurance and there are limitations. It is important that you read this document carefully, so that you can understand what we cover and the limitations.

Read the section “Words with special meanings” to ensure you understand what we mean by terms used in relation to the cover we provide. For example “total disablement”, “involuntary unemployment” and “net balance due and payable” are defined terms that affect what we cover you for.

Read each cover section which will tell you the events we can cover. For example:

- your death, terminal illness, total disability or involuntary unemployment must occur during the period of insurance;
- your total disability and involuntary unemployment must be for longer than the 7 day elimination period; and
- no benefits are payable after the time the policy ends.

Make sure you understand what we specifically exclude. Each cover has specific exclusions which apply to it. For example, we do not cover you for certain pre-existing illnesses or injuries, or for self-inflicted injuries (including suicide that occurs within 13 months of the effective date). See “When we will not pay” for each cover Part 1 – Terminal illness and Death cover, Part 2 – Disability cover and Part 3 – Involuntary Unemployment cover for full details of the exclusions that apply.

Make sure you comply with the relevant conditions of your policy. If you don't we may refuse to pay or reduce any claim and/or cancel the policy.

For full details of what we do and do not cover please read this document together with your policy schedule once issued.

## Applying for cover

### Eligibility

To apply for this insurance, you must meet the following eligibility requirements.

To be eligible to apply for all types of cover, you need to:

- be applying for the insurance to cover your obligations under a new loan agreement; and
- be in good health and not be aware of having any sickness or disability that a reasonable person in the circumstances would be aware of.

To be eligible to apply for disability cover, you need to:

- be at least 16 years old at the effective date and no more than 64 years old during the period of insurance
- be employed on a continuous basis for a period of not less than 20 hours per week for remuneration or reward
- have no knowledge or warning of any proposed or actual termination or decrease in the work available to you

### To be eligible to apply for involuntary unemployment cover, you need to:

- be at least 16 years old at the effective date and no more than 64 years old during the period of insurance
- be employed on a continuous basis for a period of not less than 20 hours per week for remuneration or reward
- not be self-employed
- not be employed or contracted:
  - casually, irregularly or seasonally; or
  - under a contract limited to a specified work period  
For example, a traineeship or apprenticeship
  - for a specified task
- have no knowledge or warning of any proposed or actual termination or decrease in the work available to you

### To be eligible to apply for terminal illness and death cover, you need to:

- be at least 25 years old at the effective date and no more than 64 years old during the period of insurance

If during the period of insurance, you cease being permanently employed; you may not be covered for involuntary unemployment. See the When we will pay section of Part 3 for details.

### **No medical**

You do not need a medical examination to apply for this insurance. All we require is your confirmation that the information and answers given by you in your application are true and accurate.

You are required to be truthful and you must comply with your Duty of Disclosure set out in Section C of this document.

## **Not compulsory and free choice of insurer**

The purchase of this insurance is not compulsory, nor is it a condition of the loan agreement approval.

You should also be aware that you can arrange similar insurance (often known as consumer credit insurance) through different insurers if you wish.

## **Your premium**

In return for paying or agreeing to pay us your premium, we will provide the cover that you have chosen. Your premium will be based on our analysis of the likelihood of a claim being made on your policy during the period of insurance. When we work out the premium we look at a number of factors such as the level of cover you select, the loan amount and other information that you provide to us when applying for this insurance. The premium also includes amounts that we are obliged to pay for compulsory government charges, taxes or levies (for example Stamp Duty and GST where applicable) in relation to your policy.

## **Paying your premium**

You must pay your premium on time. You can choose to pay your premium by:

- financing your premium into your vehicle loan repayments; or
- making an upfront lump sum payment using a credit card or by direct debit from a nominated bank account; or
- paying monthly instalments – using a credit card or by direct debit from a nominated bank account.

If you select the monthly instalments option, we will deduct all the premium for the whole period of insurance for your policy by 12 equal monthly instalments in the first year of the period of insurance.

Your policy schedule shows the amount you need to pay for your total premium or monthly instalments.

## **What happens if you don't pay your premium on time**

If you do not pay your premium or any instalment of your premium by the due date, your policy will be cancelled (even if your premium is not in arrears for the time on risk) and you may not be able to make a claim. If we do make a claim payment we may deduct any outstanding premium amount or incorrectly refunded premium from the payment.

## **The application and acceptance process**

Before you make a decision and buy this insurance you must:

- read this document to ensure you are eligible and to decide whether the insurance is right for you, and
- answer all questions in your application truthfully and accurately and provide it to the motor vehicle dealer acting as our agent. Please refer to your Duty of Disclosure set out in “Section C – Other important information”.

We enter into a policy with you when you are issued with a policy schedule confirming the applicable cover(s), who is insured, the period of insurance, cover restrictions and other important information. It will be issued by us or the motor vehicle dealer or broker acting as our agent. See “Section B – Your cover” for details of what makes up your policy with us once issued and the basis on which we insure you.

Any new or replacement policy schedule you may receive from us, detailing changes to your policy or the period of insurance will become the policy schedule.

## **Non-Renewable**

This is non-renewable insurance. Please be aware that all benefits will cease when the policy ends irrespective of the amount already paid or the date on which you become totally disabled or involuntarily unemployed (see "Conditions of Cover" section "When the policy ends"). The maximum period of insurance will not continue beyond 8 years.

## **Cooling off and cancellation rights**

You can call us to cancel your policy within 30 days from the date we issued you a new policy, and provided you have not made a claim or an event has not occurred that could give rise to a claim on your policy, we will refund your premium.

We may deduct from your refund amount any reasonable administrative and transaction costs incurred by us that are reasonably related to you buying and cancelling your policy and any government taxes or duties we cannot recover.

In addition to your cooling off period, you can cancel the policy at any time by calling us.

See "Conditions of Cover" section "Cancellation of the policy" for full details of your cancellation rights.

## **Commission**

For arranging this insurance, our agents receive a commission of 20% of the total premium payable by you, excluding, for the general insurance premium only, amounts charged in relation to Stamp Duty and other government charges. They act as our agent and not as your agent.

# Section B – Your cover

## What the policy consists of

Where we have agreed to cover you (as described in “The application and acceptance process” in Section A), your policy will consist of:

- this printed Product Disclosure Statement and Policy Document, which sets out details of your cover and its limitations; and
- a policy schedule approved by us which sets out who is insured, the cover selected, the period of insurance, the limits of cover and other important information.

You should carefully read and retain this document and your policy 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 policy schedule which you should carefully read and retain.

## Our agreement with you

Where we have agreed to cover you (as described in “The application and acceptance process” in Section A) we will insure you for the cover(s) specified on the policy schedule for the period of insurance on the basis:

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

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”.

## Words with special meanings

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

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

**“elimination period”** means the first 7 days of any claim commencing on the first date you are totally disabled or involuntarily unemployed in respect of a claim. We pay no benefits for or during this period.

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

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

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

**“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 employment which was not by your choice or as a result of your misconduct.

**“loan agreement”** means the written agreement between you and the financial institution shown on the policy schedule, under which the financial institution provides you the finance upon you making regular specified payments to the financial institution for a specified term.



**“misconduct”** means any breach of an employer's code of conduct or internal regulations sufficient to justify termination of employment.

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

**“period of insurance”** means the period of time beginning on the effective date shown on the policy schedule and ending on the earlier of the expiry date shown on the policy schedule or the date the policy ends (see “When the policy ends”). If there is a general increase in the interest rate charged by your financial institution resulting in the term of the loan being extended, the expiry date shown on the policy schedule will be extended by up to 6 months in total, free of charge. The period of insurance will not continue beyond 8 years from the effective date.

**“permanent employment”** means being employed on a continuous basis for a period of not less than 20 hours per week for remuneration or reward.

In addition for Involuntary Unemployment cover, permanent employment also means you must not be self-employed and must not be employed or contracted:

- casually, irregularly or seasonally; or
- under a contract limited to a specified work period. For example, traineeship or apprenticeship; or
- for a specified task.

**“permanent resident of Australia”** means you are permanently residing in Australia, have permission to, because you are an Australian citizen; a New Zealand citizen or holder of a Permanent Residency Visa for Australia or New Zealand; or a protected special category visa holder.

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

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

**“specialist registered medical practitioner”** means a registered medical practitioner that has specialist qualifications relating to your terminal illness.

**“terminal illness”** means an illness, which in the written opinion of a specialist registered medical practitioner and verified by us, is likely to result in your death within 12 months.

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

**“we”, “our” or “us”** means:

- Allianz Australia Life Insurance Limited, AFS Licence No. 296559, ABN 27 076 033 782 in respect of the Terminal Illness and Death cover under Part 1 of the policy.
- Allianz Australia Insurance Limited, AFS Licence No. 234708, ABN 15 000 122 850 in respect of the Disability and Involuntary Unemployment covers under Parts 2 and 3 of the policy,

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

# Part 1 – Terminal Illness and Death cover

Part 1 – Terminal Illness and Death cover only applies if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it. Allianz Life is the insurer of this cover. This terminal illness and death cover forms part of the No. 1 Statutory Fund of Allianz Life and it does not have a surrender value, nor does it entitle you to participate in our profits.

## 1. What we will pay

### Death benefit

If you die during the period of insurance we will pay your financial institution the net balance due and payable by you under the loan agreement as at the date of your death, up to a maximum amount of \$100,000 during the period of insurance.

### Terminal Illness benefit

If you suffer a terminal illness that occurs during the period of insurance, we will pay your financial institution the net balance due and payable under your loan agreement on the date your specialist medical practitioner is of the opinion that your illness became a terminal illness. The most we will pay for this benefit is \$100,000.

We will:

- only pay for either a death claim or a terminal illness claim; and
- not pay more than one claim for terminal illness or death,

even if there is more than one insured person specified in the Schedule.

## 2. When we will not pay

We will not pay:

### a. Failure to follow medical advice

if you do not obtain or follow the advice of a registered medical practitioner.

### b. Pre-existing injury or illness

is any injury, illness or other condition related to your health which directly or indirectly causes your terminal illness or death, which:

- you were aware of in the six month period prior to inception, or
- you received medical advice or treatment for in the six month period prior to inception, or
- you were experiencing symptoms of which a reasonable person in those circumstances would have sought medical advice or treatment for in the six month period prior to inception, and for which you subsequently received treatment following inception of your policy or a reasonable person would have sought medical advice or treatment.

### c. Self-inflicted injury or illness

if your terminal illness or death is caused directly or indirectly by or arises from a deliberately self-inflicted injury or illness (including suicide or attempted suicide) that occurs within 13 months of the effective date.

### d. Liquor or drugs

if your terminal illness or death arises directly or indirectly out of or is in any way connected with 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).

#### **e. Riot and civil commotion**

if your terminal illness or death arises out of you taking part in a riot, civil commotion, strike or lockout.

#### **f. Criminal activity**

if your terminal illness or death arises out of you taking part in a criminal activity.

#### **g. War**

if your terminal illness or death is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

#### **h. Nuclear**

if your terminal illness or death is caused directly or indirectly by or arises from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material.

#### **i. Terrorism**

if your terminal illness or death arises directly or indirectly out of or in any way connected with:

- 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.

Other terms and conditions apply to this cover.

See “Conditions of cover” and “How to make a claim” for the details of these terms and conditions.

# Part 2 – Disability cover

Part 2 – Disability cover applies only if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it. Allianz is the insurer of this cover.

## 1. What we will pay

In the event you become totally disabled during the period of insurance we will pay your financial institution a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under your loan agreement for each day you are totally disabled after the elimination period up to a maximum monthly amount of \$3,000.

Our payment will continue for as long as you are totally disabled or until the policy ends, whichever happens first.

The maximum total benefit we will pay during the period of insurance, no matter how many times you become totally disabled and for claims by all insured persons combined, is \$100,000.

If your disability arises from a terminal illness, (and your policy schedule shows that you are covered for Terminal Illness and Death cover) we will pay your claim under the Terminal Illness benefit and not under this section.

## 2. When we will not pay

We will not pay:

### a. More than one insured

in respect of more than one insured person for the same period of total disablement.

## **b. Failure to follow medical advice**

if you do not obtain or follow the advice of a registered medical practitioner.

## **c. Pre-existing injury or illness**

for any injury, illness or other condition related to your health which directly or indirectly causes a period of total disablement, which:

- you were aware of in the six month period prior to inception, or
- you received medical advice or treatment for in the six month period prior to inception, or
- you were experiencing symptoms of which a reasonable person in those circumstances would have sought medical advice or treatment for in the six month period prior to inception, and for which you subsequently received treatment following inception of your policy or a reasonable person would have sought medical advice or treatment.

## **d. Self-inflicted injury or illness**

if your total disablement is caused directly or indirectly by or arises from a deliberately self-inflicted injury or illness (including attempted suicide) that occurs within 13 months of the effective date.

## **e. Liquor or drugs**

if your total disablement 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).



## **f. Criminal activity**

if your total disablement arises out of you taking part in a criminal activity.

## **g. Riot and civil commotion**

if your total disablement arises out of you taking part in a riot, civil commotion, strike or lockout.

## **h. Professional sports**

if your total disablement is caused by professional racing of any kind (other than foot racing), or any form of professional football, boxing or wrestling.

## **i. War**

if your total disablement is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

## **j. Nuclear**

if your total disablement is caused directly or indirectly by or arises from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material.

## **k. Terrorism**

if your total disablement arises directly or indirectly out of or in any way connected with:

- 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.

## **I. Pregnancy**

any claims relating to childbirth, abortion, pregnancy, maternity leave or paternity leave, except where you are totally disabled as a result of direct, severe medical complications requiring hospital admission, where you will be covered until medically verified as fit to return to work, apart from your childcare obligations.

Other terms and conditions apply to this cover. See “Conditions of cover” and “How to make a claim” for the details of these terms and conditions.

# Part 3 – Involuntary Unemployment cover

Part 3 – Involuntary Unemployment cover applies only if the policy schedule shows that it applies and you have paid or agreed to pay the premium set out on the policy schedule for it. Allianz is the insurer of this cover.

## 1. What we will pay

In the event you become involuntarily unemployed during the period of insurance we will pay your financial institution, a daily benefit at the rate of one-thirtieth of the minimum monthly repayment amount required under your loan agreement for each day you are involuntarily unemployed after the elimination period up to a maximum of \$4,000 per claim.

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”).

The maximum amount payable during the entire period of insurance is \$10,000 for claims by all insured persons combined.

## 2. When we will not pay

We will not pay:

### a. More than one person

in respect of more than one insured person for the same period of involuntary unemployment.

### b. Not in Permanent employment or self-employment at the effective date

if you were self-employed or otherwise not engaged in permanent employment on the effective date of the period of insurance.

### **c. 14 days employment prior to claim**

if you were not engaged in paid permanent employment for at least 14 consecutive working days immediately prior to any period of involuntary unemployment.

### **d. Involuntary unemployment during the first 14 days of cover**

if you become involuntarily unemployed during the first 14 days of the period of insurance.

### **e. Involuntary unemployment of which you were aware**

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.

### **f. Casual or Seasonal employment**

if your involuntary unemployment is caused by the casual, seasonal or irregular nature of your work. This exclusion applies, even if you met the conditions to be eligible for cover at the effective date, but your employment circumstances change.

### **g. Contract employment**

if your involuntary unemployment is caused by:

- the end of a contract which was limited to a specified work period including, but not limited to, an apprenticeship or traineeship; or
- the expiration of a specified task for which you were employed or contracted.

This exclusion applies, even if you met the conditions to be eligible for cover at the effective date, but your employment circumstances change.

## **h. Voluntary unemployment**

if you voluntarily become unemployed.

## **i. Injury or illness**

if your involuntary unemployment is caused by any bodily injury, illness, sickness or disease.

## **j. Misconduct**

if your involuntary unemployment arises out of misconduct of any kind.

## **k. Liquor or drugs**

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).

## **l. Criminal activity**

if your involuntary unemployment arises out of you taking part in a criminal activity.

## **m. Riot and civil commotion**

if your involuntary unemployment arises out of you taking part in a riot, civil commotion, strike or lockout.

## **n. War**

if your involuntary unemployment is caused by or arises from any war, hostilities or warlike operations (whether war be declared or not), rebellion, civil war, revolution, insurrection, military or usurped power, invasion, act of foreign enemy or popular or military rising.

## **o. Nuclear**

if your involuntary unemployment is caused directly or indirectly by or arises from ionising radiation or contamination by radioactivity from:

- any nuclear fuel or nuclear waste,
- the combustion of nuclear fuel (including any self-sustained process of nuclear fission), or
- nuclear weapons material.

## **p. Terrorism**

if your involuntary unemployment arises directly or indirectly out of or in any way connected with:

- 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.

## **q. Pregnancy**

any claims relating to childbirth, abortion, pregnancy, maternity leave or paternity leave.

Other terms and conditions apply to this cover.

See “Conditions of cover” and “How to make a claim” for the details of these terms and conditions.

# Conditions of cover

## 1. Changes to your policy

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

## 2. Cancellation of the policy

- a. In addition to your cooling off rights (see “Cooling off and cancellation rights”), you may cancel this policy at any time by telephoning us.
- 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 will refund your premium less a proportion 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 will cease to be in force and all future claim payments under the policy will stop at the earliest of:

- a. the expiry of the period of insurance;
- b. the date the policy is cancelled;
- c. the date the loan under the loan agreement is repaid;
- d. the date the loan agreement is cancelled;
- e. 4pm the 8th anniversary of the effective date of the period of insurance;
- f. the date your indebtedness under the loan agreement is transferred to someone else;
- g. the date you turn 65 years of age. When this policy insures joint insureds, cover for each individual insured will cease when that person turns 65 years of age;
- h. the date of your death;
- i. the date we pay your terminal illness claim;
- j. the date you no longer permanently reside in Australia;
- k. the date we pay to your financial institution the lesser of the net balance due and payable by you under the loan agreement or \$100,000.

Each of the above conditions apply only to the extent permitted by law.



# How to make a claim

## 1. How to make a death claim

- a. The legal personal representative of your estate must apply in writing to Allianz (acting as agent of Allianz Life) as soon as practicable after your death. This application must be in our required form.
- b. Alternatively, the legal personal representative of your estate can obtain a claim form by contacting Allianz.
- c. Proof, at the expense of your estate and in a form satisfactory to us, must be provided to us as to your identity, the fact and cause of your death and the existence of the loan agreement.

## 2. How to make a terminal illness claim

- a. You must apply in writing to Allianz (acting as agent of Allianz Life) as soon as you are reasonably able to after you are advised that your illness is terminal.
- b. You can obtain a terminal illness claim form by contacting Allianz.
- c. In support of your claim, you must, at your own expense, give us any medical information or any other evidence (including claim form and specialist medical certificates) which we may reasonably ask for.
- d. For terminal illness claims, you must, at your own expense, give us any medical information or any other evidence (including, but not limited to claim forms and specialist medical certificates) which we may reasonably ask for. We may also ask you to attend a medical examination relating to a claim. If so, you must make all reasonable efforts to attend. We will pay the cost of any examination we ask you to attend.

### **3. How to make a disability claim**

- a. You must tell Allianz about your total disability in writing as soon as you are reasonably able to.
- b. You can obtain a claim form by contacting Allianz.
- c. In support of your claim, you must, at your own expense, give Allianz any medical information (including medical certificates) which we may reasonably ask for.
- d. We may ask you to attend a medical examination relating to a claim. If so, you must make all reasonable efforts to attend. We will pay the cost of any examination we ask you to attend.

### **4. How to make an involuntary unemployment claim**

- a. You must tell Allianz about your involuntary unemployment in writing as soon as you are reasonably able to.
- b. You can obtain an involuntary unemployment claim form by contacting Allianz.
- c. In support of your claim, you must give Allianz 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.

### **5. Provision of information**

When making a claim you or the legal personal representative of your estate must give us all evidence and information we ask for about the claim and the surrounding circumstances. You are also required to answer any questions we ask you truthfully and fully and provide us any other evidence that we may reasonably require.

If we have accepted your claim for disability or involuntary unemployment, you are required to provide reasonable information we may request that supports your ongoing disability or ongoing involuntary unemployment. This may include medical certificates, or proof that you are job-seeking (for involuntary unemployment claims).

# Section C – Other important information

## Your Duty of Disclosure

Before you enter into this insurance with us, you have a duty of disclosure under the Insurance Contracts Act 1984 (the Act).

The Act imposes a different duty the first time you enter into a contract of insurance with us to that which applies when you vary, extend or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or varied, extended or reinstated as applicable).

### **Your Duty of Disclosure when you enter into the contract with us for the first time**

When answering our specific questions that are relevant to our decision whether to accept the risk of the insurance and, if so, on what terms, you must be honest and disclose to us anything that you know and that a reasonable person in the circumstances would include in answer to the questions.

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 contract.

### **Your Duty of Disclosure when you vary, extend or reinstate the contract**

When you vary, extend or reinstate the contract with us, your duty is to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

## **What you do not need to tell us**

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or
- as to which compliance with your duty is waived by us.

### **Non-disclosure – Disability and Involuntary Unemployment cover (underwritten by Allianz)**

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the general insurance contract in respect of a claim, cancel the contract or both.

### **Non-disclosure – Terminal Illness and Death cover life insurance (underwritten by Allianz Life)**

In exercising the following rights, we may consider whether different types of cover can constitute separate contracts of life insurance. If they do, we may apply the following rights separately to each type of cover.

If 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, at any time, reduce the amount you have been insured for. This would be worked out using a formula that takes into account the premium that would have been payable if you had told us everything you should have. We may only exercise this right within 3 years of entering into the contract.

## **Fraudulent non-disclosure**

If your non-disclosure is fraudulent, we also have the option of avoiding the contract from its beginning at any time.

## **Privacy Notice**

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

### **How we collect your personal information**

We usually collect your personal information directly from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim, including third parties claiming under your policy, your employer, external claims data collectors and verifiers and medical service providers; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

### **Why we collect your personal information**

We collect your personal information (other than sensitive information) to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you.

You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST

8am to 6pm Monday to Friday, or going to our website's Privacy section at [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy).

We collect your sensitive information (which may include information related to genetic testing) from you for the purpose of providing our product and services, including to underwrite insurance cover; assess and settle claims; and undertake research analysis and design new insurance products.

If you do not provide your personal (including sensitive) information we require, we may not be able to provide you with our services, including settlement of claims.

### **Who we disclose your personal information to**

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the relevant paragraph above or (except in the case of sensitive information) to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external claims data collectors and verifiers, parties that we have an insurance scheme in place with under which you purchased your policy (such as a financier).

We will not disclose your sensitive information for any purpose other than the purpose for which it was collected or a directly related secondary purpose, unless you otherwise consent.

We may also disclose your personal (including sensitive) information if it is required to be disclosed to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

### **Disclosure overseas**

In some instances, your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that

may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors. We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

## **Access to your personal information and complaints**

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529, EST 8am to 6pm Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at [www.allianz.com.au/about-us/privacy](http://www.allianz.com.au/about-us/privacy).

## **Complaints – Internal and External Complaints Procedure**

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To obtain a copy of our procedures contact us on 13 2664 EST 8am–6pm. A dispute can be referred to the Financial Ombudsman Service Australia (FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms and its contact details are:

The Financial Ombudsman Service Australia

Phone: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.fos.org.au](http://www.fos.org.au)



## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the insurance industry. It applies to the Disability and Involuntary Unemployment covers.

You can obtain more information on the General Insurance Code of Practice and how it assists you by contacting us. Contact details are provided on the back cover of this policy.

## Life Insurance Code of Practice

The Life Insurance Code of Practice was developed by the life insurance industry through the Financial Services Council. It contains minimum standards of service that customers can expect from insurers.

The standards set out in the Code apply to the Death and Terminal illness covers. You can obtain more information on the Life Insurance Code of Practice and how it assists you by contacting us. The Code can be found on the FSC website at [www.fsc.org.au](http://www.fsc.org.au).

## General Product Disclosure Statement information

This document is also a Product Disclosure Statement (PDS) under the Corporations Act.

Allianz and Allianz Life both take full responsibility for the content of this document for the purposes of the PDS requirements of the Corporations Act. However, each only insures you for the cover they are responsible for and can only exercise rights under the policy that relate to the cover provided by them.

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue you with a new PDS or a

Supplementary PDS to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (You can get a paper copy free of charge by calling us).

## **Financial Claims Scheme**

In the unlikely event Allianz Australia Insurance Limited were to become insolvent and could not meet its obligations under this Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. More information can be obtained from <http://www.fcs.gov.au>.

## **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.





**Innovation  
that excites**

## **FOR FURTHER INFORMATION OR ASSISTANCE CALL NISSAN INSURANCE ON 1300 654 975**

Nissan Loan Protection Insurance is issued by the following insurers for the covers indicated. "Part 2 – Disability Cover" and "Part 3 – Involuntary Unemployment Cover" are provided by Allianz Australia Insurance Limited AFS Licence No. 234 708 ABN 15 000 122 850 (Allianz).

"Part 1 – Terminal Illness and Death cover" is provided by Allianz Australia Life Insurance Limited AFS Licence No. 296 559 ABN 27 076 033 782 (Allianz Life). Allianz acts as Allianz Life's agent in offering and administering the Part 1 – Terminal Illness and Death cover.

In arranging this insurance Nissan Financial Services Australia Pty Ltd ABN 70 130 046 794 and the authorised dealers act as agents of Allianz and not as your agent. In entering into a contract of insurance for this policy, you acknowledge that this insurance policy document and any other document which we tell you forms part of this policy (Policy Documentation) sets out the entire agreement that exists between you, Allianz and Allianz Life in connection with the relevant policy and you have not relied on any prior representations which are not expressly included in or are otherwise inconsistent with this Policy Documentation. Neither Nissan Financial Services Australia nor any of its related companies have any liability in respect of this policy.



# Supplementary Product Disclosure Statement (“SPDS”)

Preparation Date: 10 September 2018

This document is an SPDS that updates and amends the Product Disclosure Statements (PDSs) in use for the following products issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFS Licence No. 234708 of 2 Market Street Sydney NSW 2000 (Allianz):

- Caravan and Trailer insurance
- Home Insurance
- Landlord Insurance
- Motor Insurance
- Motor Fleet Insurance
- Loan Protection Insurance

This SPDS is issued by Allianz and must be read together with the above PDSs and any other SPDS that you are given which update or amend the relevant PDSs.

Where the PDS contains a section referred to as either:

**“Complaints – Internal and external complaints procedure”**, or

**“How to resolve a complaint”** or

**“Dispute resolution process – helping you solve any problems”**,

then that section of the PDS is deleted and replaced as follows:

## **Complaints – Internal and external complaints**

If you are dissatisfied with our service in any way contact us and we will attempt to resolve the matter in accordance with our Internal Dispute Resolution procedures. To request a copy of our procedures, use our contact details on the back cover. If you are not satisfied with our response or a decision is not reached within 45 days, you may lodge a complaint with an external dispute resolution scheme which is independent and free to you (subject to it falling within its relevant terms and rules) as follows:

The Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001.