



# Product Disclosure Statement MTA Loan Protection Insurance Product Features Booklet

## **Loan Protection Insurance covering:**

- **Involuntary Unemployment;**
- **Disablement;**
- **Death Cover; and**
- **Trauma Cover**

This document must be read in conjunction with the Application/Certificate of Insurance for MTA Loan Protection Insurance. Together these documents form the Product Disclosure Statement for MTA Loan Protection Insurance.

This Product Disclosure Statement is effective from 1 May 2009.

# MTA Loan Protection Insurance

## Product Disclosure Statement

### **Product Features Booklet**

**Dated: 25 February 2009**

**Effective: 1 May 2009**

This PDS is jointly issued by:

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# Important information

This Product Disclosure Statement (PDS) is an important document that contains information on the cover options of MTA Loan Protection Insurance (Loan Protection Insurance).

This PDS covers two separate financial products. Death and Trauma cover options of this product are issued by Suncorp Life and Superannuation Limited (Suncorp) while the Disablement and Involuntary Unemployment cover options of this product are issued by MTA Insurance Limited (MTA).

Each issuer takes full responsibility for the whole of this PDS.

A cooling off period applies in respect of this product. Information on how you may exercise your cooling off rights in relation to the purchase of any of the cover options is detailed on page 5 of this PDS.

Certain external dispute resolution schemes are able to deal with complaints relating to each financial product covered by this PDS. Information on how to contact these schemes is detailed on pages 24 to 25 of this PDS.

The information contained in this PDS can help you:

- decide if this product meets your needs; and
- compare this product with other similar products.

This PDS consists of two parts:

- Product Features Booklet (this document); and
- Application/Certificate of Insurance.

Each part contains information you need to read before making any decision to acquire any of the types of the insurance cover mentioned in this PDS. These parts should be read together.

It is important that you read this PDS carefully to understand the extent of insurance cover provided by this product and any limitations on that cover.

In giving this PDS we have not considered your particular objectives, financial situation or needs and there is a risk that this product may not suit your particular objectives, financial situation or needs (unless Suncorp, or MTA, its authorised officers, employees or Authorised Representatives have previously advised otherwise).

Any advice in this PDS is general advice only and does not take into account your particular objectives, financial situation or needs. For that reason, before acting on that advice you should consider the appropriateness of the advice having regard to your own objectives, financial situation and needs.

Benefits payable and obligations incurred under Death and Trauma cover options of this product are provided and incurred solely by Suncorp. Benefits payable and obligations incurred under the Disablement and Involuntary Unemployment cover options are provided and incurred solely by MTA.

Suncorp is not responsible for or liable in respect of policies issued by MTA under this PDS.

Entities in the Suncorp Group are not responsible or liable in respect of products or services issued or provided by other entities in the Suncorp Group and do not guarantee the obligations or liabilities of those entities.

The insurance product described in this document is not a savings plan. The primary purpose is to provide a benefit. This benefit is measured by reference to your liability under the Finance Contract in the event of specified events or contingencies as detailed in this PDS and selected by you on the MTA Application/Certificate of Insurance occurring.

An acquisition of this product on the basis of the PDS is only available to a person receiving the PDS in Australia and who is an Australian resident at that time.

An application for any or all of the insurance cover options for Loan Protection Insurance can be made by completing the MTA Application/Certificate of Insurance and following the instructions on the form.

MTA administers this product under an arrangement with Suncorp. For this reason there may be references in this PDS to contact MTA in relation to the cover.

When reading this PDS, please refer to the Important Definitions section on pages 10 to 12 for the meaning of various terms used in the PDS.

# Purpose of Loan Protection Insurance

Loan Protection Insurance is designed to assist you in meeting your Finance Contract repayments in the event of specific changes to your personal circumstances. It can assist you in meeting your repayments in the event of changes to your health, employment status or as a result of your death.

The insurance provided under this PDS is to assist with your loan repayments in the event of any of the following circumstances occurring:

- if you die;
- if you suffer a Traumatic Event and satisfy the definition of that Traumatic Event as contained in this PDS;
- if you become involuntarily unemployed; or
- if you are unable to work due to accident or sickness.

Loan Protection Insurance is a prescribed contract under the Insurance Contracts Regulations 1985. This means that the Regulation lists standard exclusions and conditions that apply to this type of policy. We have listed the standard exclusions that apply to your policy on page 15 of this PDS.

The exclusions in your policy that are different from the standard exclusions listed in the Insurance Contracts Regulations 1985 are highlighted and listed on pages 15 to 18 of this PDS.

Please ensure you read and understand the standard and non-standard exclusions relevant to the cover option(s) you choose.

## Information about buying a Loan Protection Insurance policy

Before you buy Loan Protection Insurance, you should be aware of the following:

- to find out what the policy covers and does not cover, carefully read this PDS. This will help you to understand when the policy will cover your loan repayments and when it will not; and
- you are not obliged to purchase the Loan Protection Insurance and you may be able to arrange Loan Protection Insurance through a different issuer.

If you decide to buy Loan Protection Insurance, you must answer all questions on the Application/Certificate of Insurance truthfully and accurately.

For more information about your duty of disclosure, please refer to the section on page 21 entitled Your Duty of Disclosure. If you have any further questions about your duty of disclosure, please contact MTA (please refer to the Back Cover for contact details).

## Cooling off period

If you change your mind after purchasing Loan Protection Insurance, you have 14 days from the date you signed the Application/Certificate of Insurance in which to cancel the policy and provided you have not made a claim, obtain a full refund of the premium paid. No cancellation fee will be charged. Cancellation of the policy must be made in writing to MTA (please refer to the Back Cover for details).

## Benefit limits

Following is a summary of the important benefit limits on the cover provided under this PDS.

| <b>SOME IMPORTANT BENEFIT LIMITS ON YOUR POLICY FOR THE COVER SELECTED</b> |  |   |
|--|--|---|
| <b>Type of Cover Option</b>  | <b>Limitations on Cover</b>  | <b>Benefit Payable</b>  |
| Involuntary Unemployment   | Only one claim permitted in each 6 month period.   | Benefit is the lesser of the sum of the regular monthly finance contract repayments for six months or \$3,000 (excluding the first 14 days). Maximum policy benefit is \$6,000.                                     |
| Disablement  | Policy does not cover any illness or condition of which you were aware when the policy was taken out.  | Benefit is made up of the regular monthly loan repayments while you are disabled (excluding the first 14 days). Maximum policy benefit payable is \$75,000.   |
| Trauma   | Payment will be made for one specified Trauma Event only. Any Traumatic Event occurring in the first 90 days from the Commencement Date will not be covered. | Benefit payable is the lesser of the amount required to pay out the Loan at the date the Traumatic Event occurred, the amount specified as Amount Financed in the Application/Certificate of Insurance or \$40,000. |
| Death  | Only one claim is payable on a Joint Borrower policy.  | Benefit is the lesser of the amount required to pay out the Loan at the date of death, the amount specified as Amount Financed in the Application/Certificate of Insurance or \$100,000.                            |

# Cover eligibility

The following table details the eligibility requirements for MTA Loan Protection Insurance.

| Requirement at the time of Application   | Involuntary Unemployment | Disablement Cover | Death Cover | Trauma Cover |
|--|--------------------------|-------------------|-------------|--------------|
| The applicant must be aged between 17 and 59 years (inclusive).  | ✓                        | ✓                 | ✓           | ✓            |
| The applicant must have satisfactorily completed the pre-existing illnesses and/or medical conditions section of the Application/Certificate of Insurance and advised of any pre-existing illnesses or medical conditions.       | ✓                        | ✓                 | ✓           | ✓            |
| Application from self-employed persons accepted.   |                          | ✓                 | ✓           | ✓            |
| The applicant must be employed on a permanent, full time basis, or working on a permanent part-time basis for at least 20 hours per week and not under a notice of dismissal when this policy or the Finance Contract commences. | ✓                        | ✓                 |             |              |
| The applicant has never had a life, accident or sickness insurance policy declined, cancelled or offered on special terms.   | ✓                        | ✓                 | ✓           | ✓            |

## Confirmation of your insurance

When you have read this PDS and you complete and sign the Application/Certificate of Insurance, these documents will comprise the terms and conditions and will constitute notification of our acceptance of your Loan Protection Insurance policy at the premium quoted on the Application/Certificate of Insurance.

# Important information about your policy

There are four different types of cover options available under Loan Protection Insurance – Involuntary Unemployment, Disablement, Death or Trauma.

Death cover and Trauma cover is issued by Suncorp, and Disablement and Involuntary Unemployment cover is issued by MTA.

## Your Premium

The cost of an insurance policy is called the premium. The premium payable is determined by multiplying the amount financed under your Finance Contract by the applicable premium rate. The premium rate that applies will vary depending on the type of insurance cover you select and the term of your Finance Contract. Rates are generally calculated based on a number of actuarial based assumptions including, but not limited to age, sex and smoker status.

The premium is a once only payment that covers the full term of the period of insurance. If a Finance Contract is taken in joint names and both elect to apply for Loan Protection Insurance, the premium will also increase to take into account both insured persons applying for cover.

The period of insurance normally covers the same period of time as your Finance Contract. However, you may select to have this insurance cover for a shorter period of time.

For a personalised quote, please discuss with the agent who is selling you this policy.

You are required to pay the premium at the time your Finance Contract commences. The premium is calculated as a set percentage of the amount financed, depending on which type(s) of cover you choose.

The premium payable will be shown on the Application/Certificate of Insurance.

Premiums are subject to relevant compulsory government charges, taxes or levies, eg stamp duty and GST, where applicable. The amount of these charges, taxes or levies will be shown on your Application/Certificate of Insurance. The premium you pay will, when Death and/or Trauma is selected, also include an administration fee which is payable by Suncorp to MTA. It is calculated based on a set fee per policy plus a percentage of the amount financed.

# Commission

The agent selling you this policy will be paid a commission. The premiums paid take into account any commissions payable. The rate of commission is 20% of the premium paid (excluding government charges) for personal use policies as limited by the Consumer Credit Code (the Code) and 30% of the premium paid (excluding government charges) for business use policies.

## Our agreement with you

The terms and conditions of your policy will consist of your Application/Certificate of Insurance and this PDS.

This policy is issued on the basis of information contained in the Application/Certificate of Insurance.

All benefits shall be paid to the Credit Provider and will be used to either meet your loan repayments, reduce or pay out your loan, unless otherwise directed by the Credit Provider. Cover is subject to:

- you meeting the cover eligibility requirements set out on page 6 of this PDS; and
- payment of the required premiums for the cover option(s) selected.

This PDS has been prepared without taking into account any of your objectives, financial situation or needs. You should therefore consider this PDS and the appropriateness of the product having regard to your own objectives, financial situation and needs before deciding whether to apply for Loan Protection Insurance. If you decide to apply for Loan Protection Insurance, you should carefully read and keep this PDS and the Application/Certificate of Insurance with your important papers.

## Taxation

Usually, premiums are not tax deductible and benefit payments not assessable for income tax purposes.

However, under certain circumstances, premiums under the Disablement and Involuntary Unemployment options may be tax deductible, and any benefits payable may be assessable for income tax purposes.

These comments are a guide only, and are based on our understanding of current tax legislation. Please consult your tax adviser, accountant or the Australian Taxation Office in respect of your own individual circumstances.

## Risks associated with this product

You should be aware of the following risks in relation to this product:

- this type of product may not suit your particular objectives, financial situation or needs;
- the product may not fully cover your Finance Contract amount on death or if you are paid a trauma benefit, please refer to sections 3 and 4 for the 'Benefits Payable' on page 14 of this PDS;
- in the event that any of the causes/conditions listed on pages 15 to 18 of this PDS occur, this product will not provide you with cover.

# Important definitions

Some of the words in this policy have special meanings. These words and their meanings are listed below and apply whether the first letter of each word is in upper case or lower case.

**Amount Financed** means the amount borrowed as specified in the Finance Contract.

**Application/Certificate of Insurance** means the document you complete when you apply for insurance cover under this PDS. The Application/Certificate of Insurance sets out the particular details applicable to your insurance policy and forms part of this PDS.

**Balloon Payment** (where applicable to the Loan) means a final loan repayment that is significantly larger than all the other loan repayments that make up the total of the Finance Contract.

**Benefit** means either the disablement benefit, involuntary unemployment benefit, death benefit or the trauma benefit (as the case may be) payable under this policy.

**Cancer** is defined as any malignant tumour characterised by the uncontrolled growth and spread of malignant cells that requires treatment by surgery, radiotherapy, chemotherapy, biological response modifiers, or any other major interventionist treatment and includes cancers that are completely untreatable. Payment of the sum insured will cover numerous cancers such as breast cancer, bowel cancer, lung cancer and prostate cancer.

The following Cancer conditions are not covered under the policy:

- Chronic lymphocytic leukaemia Rai Stage 0;
- Melanomas and all skin cancers including malignant melanomas (except Melanomas which have a depth invasion of Clark Level 3 or 1.55 mm or more in thickness) unless there has been a spread to other organs;
- Carcinoma in situ of the breast except if the carcinoma results directly in the removal of the entire breast. Cover is provided if the carcinoma results directly in the removal of the entire breast and if the procedure is performed specifically to arrest the spread of malignancy and is considered appropriate and necessary treatment;
- Prostatic cancers which are histologically described as TNM Classification T1 or are of other equivalent or lesser classification;
- Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or which are histologically described as pre-malignant; or
- Dukes Stage A colorectal cancer unless there has been a spread to other organs.

**Commencement Date** means the later of the date the first loan monies are advanced or the date we accepted your application for insurance.

**Cooling Off Period** means the 14 day period starting from the date you sign the Application/Certificate of Insurance (or such later date specified by relevant legislation) during which you are able to cancel the policy and obtain a full refund of the premium paid.

**Coronary Artery Bypass Grafting** means coronary artery bypass grafting to correct a narrowing or blockage of one or more coronary arteries.

**Credit Provider** means the financier from whom you obtained the finance and who is stated on your Application/Certificate of Insurance as the credit provider.

**Disablement** means your total and continuous inability due to an accident, sickness or medical condition to perform the duties of an occupation for which you are reasonably qualified by education, training or experience and that this inability has been certified by a legally qualified registered medical practitioner acceptable to us.

**Elective Surgery** means surgery that is subject to choice (election).

**Finance Contract** means the finance contract specified in the Application/Certificate of Insurance.

**Heart Attack** is defined as the death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply to the relevant area. The diagnosis shall be supported by the following criteria being present and consistent with a heart attack.

EITHER

- (a) – confirmatory new electrocardiogram (ECG) changes; and
  - diagnostic elevation of cardiac enzyme CK-MB;
- (b) – a reduction in the Left Ventricular Ejection Fraction to less than 50% measured three months or more after the event; and
  - an elevation of Troponin in excess of the level representing Minimal Myocardial Damage. For the purpose of this definition, Minimal Myocardial Damage is represented by a level of Troponin I of 2 lg/L or less, or Troponin T of 0.6 lg/L or less, or the equivalent.

**Insured Person** means the person who has the benefit of the insurance cover purchased under this PDS.

**Insurer, We, Us, Our** means MTA Insurance Limited ABN 35 070 583 701 (in the case of Involuntary Unemployment and/or Disablement cover) and/or Suncorp Life & Superannuation Limited ABN 87 073 979 530 (in the case of Death and Trauma cover).

**Involuntary Unemployment** means you are involuntarily terminated from permanent and gainful employment during the period of insurance. You must be registered for unemployment with Centrelink. This also means your termination of employment was not due to voluntary unemployment, voluntary redundancy, reaching retirement age or misconduct.

**Joint Borrower** means a policy where a finance contract is entered into in joint names by more than one person.

**Loan** means the Finance Contract.

**Medical Practitioner** means someone legally qualified and registered to practice medicine in Australia (other than you or members of your immediate family).

**Monthly Benefit** means the regular monthly repayment (excluding any residual or Balloon Payment) as shown in the Application/Certificate of Insurance.

**MTA or MTA Insurance Limited** means MTA Insurance Limited ABN 35 070 583 701 AFSL No. 239912.

**Notice Of Dismissal** means a written advice or notice from your employer notifying you that you have been dismissed from your current employment.

**Period Of Insurance** means the period shown on your Application/Certificate of Insurance as the applicable period of insurance cover.

**Permanent and Gainful Employment** means you are working on a permanent and continuous basis for wages or income for a minimum of 20 hours every week and you are not in employment of a seasonal, casual, temporary or non-renewable contract nature.

**Policy** means the contract of insurance between you and Suncorp Life & Superannuation Limited and/or MTA Insurance Limited (as the case may be) as set out in this PDS.

**PDS** means this Product Disclosure Statement and the Application/Certificate of Insurance.

**Stroke** means a cerebrovascular accident or event producing objective neurological sequelae, subject to any exclusions set out on pages 15 to 18 of this PDS. There must be clear evidence:

- on a CT, MRI or similar scan that a stroke has occurred; and
- of infarction of brain tissue, intracranial or subarachnoid haemorrhage or embolisation from an extracranial source.

It excludes:

- transient ischaemic attacks and ischaemic neurological sequelae lasting less than twenty four hours;
- cerebral symptoms due to reversible ischaemic neurological sequelae, migraine, hypoxia or trauma; and
- vascular disease affecting the eye, optic nerve or vestibular functions.

**Suncorp, insurer** means Suncorp Life and Superannuation Ltd, ABN 87 073 979 530 AFSL No. 229880.

**Suncorp Group** means Suncorp-Metway Ltd ABN 66 010 831 722 and its subsidiaries and related companies, including Suncorp.

**Traumatic Event** means cancer, coronary artery bypass grafting, heart attack or stroke that occurs during the period of insurance.

**You or Your** means the insured person(s) named in the Application/Certificate of Insurance.

# Benefits payable

## 1. Disablement Benefit

For each day of disablement (excluding the first 14 days), we will pay 1/30th of the monthly benefit, providing you were engaged in permanent and gainful employment at the date your disablement commenced. The maximum benefit payable under this benefit is \$75,000.

### Example – Disablement Benefit

John is employed as a full-time factory worker. He has a regular monthly loan repayment of \$600. He suffers an injury on the 16th March and is unable to work from 17th March to 30th April inclusive. He has a medical certificate from his doctor for this period. He submits a disablement claim to MTA Insurance and the claim is accepted.

*Benefit payable:* As no benefit is payable for the first 14 days, John would be paid a Disablement Benefit from 31st March to 30th April. This period totals 31 days. The amount paid under the policy would be 31/30ths of \$600, which equals \$620.

## 2. Involuntary Unemployment Benefit

The Involuntary Unemployment cover option can only be selected in combination with Disablement cover.

For each day of Involuntary Unemployment (excluding the first 14 days), we will pay 1/30th of the monthly benefit for up to six months, subject to the following:

- there is a maximum benefit of \$3,000 for any one claim;
- the maximum Involuntary Unemployment benefit we will pay during the period of insurance is \$6,000 regardless of how many times you become involuntarily unemployed; and
- no Involuntary Unemployment benefit will be paid if the involuntary unemployment occurred within six months of the day an Involuntary Unemployment benefit was last paid under a previous claim.

### Example – Involuntary Unemployment Benefit

Mary is made redundant from her job on the 16th September, and is involuntarily unemployed from 17th September to the 12th December inclusive. She has a regular monthly loan repayment of \$300 and has involuntary unemployment insurance with MTA Insurance. She submits an involuntary unemployment claim to MTA Insurance and it is accepted.

*Benefit payable:* As no benefit is payable for the first 14 days of involuntary unemployment, Mary is only eligible for benefit payments from 1st October to 12th December inclusive. This is a total of 73 days, made up of 31 days in October, 30 days in November and 12 days in December. The total benefit payable is therefore worked out as 73/30ths of \$300 which is \$730.

## Unequal repayments

If repayments under the Finance Contract are not equal monthly amounts, the amount of benefit payable for each day of disablement or Involuntary Unemployment is the amount calculated by dividing the total amount of repayments, less the amount of Balloon Payments and residuals, by the number of days that make up the term of the Finance Contract.

### 3. Death Insurance Benefit

In the event of death, Suncorp will pay the lesser of:

- (i) the amount sufficient to pay out the Loan at the date of death (including a maximum of two months' arrears); or
- (ii) the amount financed in the Application/Certificate of Insurance; or
- (iii) \$100,000.

#### Example – Death Benefit

John chose to purchase Death Cover under Loan Protection Insurance when he arranged his \$30,000 loan in March. On the 5th of August, John suffered a fatal stroke. As at the date of John's death, the amount outstanding on his loan was \$28,000.

*Benefit payable:* As the amount outstanding on John's loan is less than the amount financed in the Application (i.e. \$30,000) and less than \$100,000, Suncorp will pay a benefit of \$28,000. There were no arrears.

### 4. Trauma Insurance Benefit

Trauma Insurance can only be selected in conjunction with Death Cover. These covers may also be combined with Involuntary Unemployment and/or Disablement Cover as required.

If, during the term of the policy, you suffer a Traumatic Event and, in the opinion of Suncorp after having considered medical and any other evidence we may require, satisfy the definition of that condition, Suncorp will pay the lesser of:

- a) the amount sufficient to pay out the Loan at the date the trauma was suffered (including a maximum of two months' arrears); or
- b) the amount financed in the Application/Certificate of Insurance; or
- c) \$40,000.

A waiting period of 90 days applies from the Commencement Date of the policy in relation to Trauma insurance benefits.

#### Example – Trauma Benefit

Bill took out Death and Trauma Cover under Loan Protection Insurance when he arranged his \$25,000 loan in August. On the 15th May, Bill has a heart attack and is admitted to hospital. On this date, the amount outstanding on Bill's loan is \$21,000. Bill submits a claim for a Trauma Benefit to Suncorp for assessment. After reviewing the necessary evidence the claim is accepted.

*Benefit payable:* On the date Bill suffers a heart attack, the amount outstanding on his loan is \$21,000. As this amount is less than the amount financed in the Application (\$25,000) and less than \$40,000, Suncorp will pay a benefit of \$21,000. There were no arrears.

# What we will not pay

We will not pay:

- more than any one benefit at the same time or for the same event;
- if the Traumatic Event occurs in the first 90 days from the Commencement Date;
- more than one Trauma Benefit; or
- in relation to a particular cover option, any benefit as a result of the causes/conditions listed over-leaf indicated by a (x) in the following table:

| Cause / Condition<br>Standard Exclusion  | Disablement | Involuntary<br>Unemployment | Death | Trauma |
|--|-------------|-----------------------------|-------|--------|
| <b>Death, Trauma, Disablement or Involuntary Unemployment resulting from:</b>  |             |                             |       |        |
| (i) a deliberately self-inflicted injury;  | X           | X                           |       |        |
| (ii) war or war like activities;   | X           | X                           | X     | X      |
| (iii) expropriation of any property;   | X           | X                           |       |        |
| (iv) the use, existence or escape of nuclear weapons material, or ionizing radiation from, or contamination by radioactivity from, any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or | X           | X                           | X     | X      |
| <b>The insured person:</b>   |             |                             |       |        |
| (i) being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner;                     | X           | X                           |       |        |
| (ii) being addicted to intoxicating liquor or to a drug;   | X           | X                           |       |        |
| (iii) taking part in a riot or civil commotion;  | X           | X                           |       |        |
| (iv) acting maliciously; or  | X           | X                           |       |        |
| (v) engaging in professional sporting activities.  | X           | X                           |       |        |

| Cause / Condition<br>Standard Exclusion  | Disablement | Involuntary<br>Unemployment | Death | Trauma |
|--|-------------|-----------------------------|-------|--------|
| The insured person becoming voluntarily unemployed.  | X           | X                           |       |        |
| Death or disablement occurring at a time when the insured person is flying, or engaging in aerial activities, otherwise than as a passenger in an aircraft that is authorised to fly under a law that relates to the safety of aircraft.   | X           | X                           | X     |        |
| Where the insured person is employed for a specified period or by reference to specified work – the insured person becoming unemployed at the expiration of the period or on the completion of the work.   | X           | X                           |       |        |
| Cause / Condition<br>Non Standard Exclusion  | Disablement | Involuntary<br>Unemployment | Death | Trauma |
| Any illness or condition for which you have consulted a medical practitioner at any time prior to the commencement date; or which is a direct or indirect result of any illness, injury or condition where any symptoms were present in the six month period prior to the commencement date, or which is a direct or indirect result of any illness, injury or condition of which you were otherwise aware, or ought reasonably have been aware, prior to the Commencement Date. | X           | X                           | X     | X      |

| Cause / Condition<br>Non Standard Exclusion  | Disablement | Involuntary<br>Unemployment | Death | Trauma |
|--|-------------|-----------------------------|-------|--------|
| Where the insured person has a pre-existing illness and/or medical condition of<br>a) heart, vein or circulatory disorder; or<br>b) stroke, epilepsy, fainting spells or fits of any kind; or<br>c) high blood pressure; or<br>d) leukaemia, cancer, melanoma or tumour. |             |                             | X     | X      |
| Elective surgery during the period of insurance.   | X           | X                           |       |        |
| Any illness, condition or injury as a result of elective surgery within 6 months of the commencement date of cover.  | X           | X                           |       |        |
| Terrorist activities or any contact with asbestos.   | X           | X                           | X     | X      |
| Cancers defined as excluded on page 10 of this PDS in the Important definitions section.   |             |                             |       | X      |
| Cerebrovascular accidents (Strokes) as excluded on page 12 of this PDS in the Important definitions section.   |             |                             |       | X      |
| Human Immunodeficiency Virus, Acquired Immune Deficiency Syndrome or sexually transmissible diseases.  | X           | X                           | X     | X      |
| If you become unemployed, disabled, suffer a traumatic event or die after your 65th birthday.  | X           | X                           | X     | X      |
| Suicide within 13 months of the Commencement Date of cover.  |             |                             | X     |        |
| Lockouts or taking part in strikes.  | X           | X                           |       |        |

| Cause / Condition<br>Non Standard Exclusion   | Disablement | Involuntary<br>Unemployment | Death | Trauma |
|---|-------------|-----------------------------|-------|--------|
| Any illness or condition diagnosed within 28 days of the Commencement Date.   | X           | X                           |       |        |
| Any illness or condition resulting from or attributable in any way to childbirth, abortion or pregnancy.  | X           | X                           |       |        |
| Engaging in a criminal act.   | X           | X                           |       |        |
| Cessation of your employment within 28 days of the Commencement Date or failure to provide proof of at least 60 days continuous employment immediately prior to any period of involuntary unemployment. |             | X                           |       |        |
| Where your employment is casual, seasonal, non-renewable, or if your employment is under a fixed term contract of employment of less than 12 months duration.   | X           | X                           |       |        |
| If you are self-employed.   |             | X                           |       |        |
| The first 14 days of disablement or involuntary unemployment cover.   | X           | X                           |       |        |
| Deliberate misconduct resulting in unemployment.  | X           | X                           |       |        |

## Cancelling a policy

You may cancel your policy at any time by giving us written notice. Cancellation will take effect from the date we receive your request.

We may cancel this policy on any grounds permitted under relevant legislation by telling you in writing.

In the event of early termination of this policy which is outside the cooling off period, we will rebate part of your premium in accordance with relevant legislation (eg the Code). We will not refund premium where a Death or Trauma Insurance Benefit has been paid, or where we have paid Disablement or Involuntary Unemployment benefits up to their limit under this policy.

The credit provider may cancel this policy if any item to which the Finance Contract relates is repossessed by, or on behalf of, the credit provider, or is deemed a total loss.

Please refer to the Cooling off period section for a cancellation made during the cooling off period.

## Making a claim

To make a claim, please contact MTA (please refer to the Back Cover for contact details).

You must contact us within 30 days of the event which may have given rise to your claim.

We will send you a claim form which you must fully complete, sign and return together with written statements, medical certificates and any other supporting documentation we may require you to provide, within 14 days after receiving the claim form from us.

We have the right to make any further reasonable enquiries in relation to a claim. We also have the right to require you to be medically examined by our appointed medical practitioner at our expense.

You must also provide us with your current residential address and keep us advised of any changes.

To claim for a Trauma Benefit, you must provide medical evidence of the Traumatic Event that you have suffered.

To claim for a Death Benefit, your executor, spouse or dependant must give us written notice of your death.

Certain additional information must be supplied in the event of making a claim:

## A. Disablement Claim

Evidence of the disablement from a medical practitioner and evidence that you have obtained and are following the advice of a medical practitioner. We will also require evidence on a calendar monthly basis during the period of your disablement, except as directed by the MTA Claims Manager in charge of your claim.

## B. Involuntary Unemployment Claim

We will require certification of registration from Centrelink, a separation certificate from your immediate past employer and regular Centrelink income statements.

## C. Death Claim

Proof of death (a death certificate of the Insured Person), age, identity and amount to be claimed.

## D. Trauma Claim

We will require evidence from a Medical Practitioner that you have suffered a Traumatic Event that falls within the definitions provided on pages 10 to 12 and evidence of the amount to be claimed.

# Claim recovery

If, for any reason, we pay benefits that you are not entitled to, we shall have the right to recover those benefits from you or the credit provider.

# When insurance stops

This policy will automatically cease and all benefits will cease on the earliest of:

- the expiry date of the Period of Insurance;
- the date on which the Finance Contract is discharged, refinanced, in default or terminated;
- the effective date of cancellation by you or the credit provider or us;
- the date you attain your 65th birthday;
- the date a Death or Trauma Insurance Benefit is paid;
- the date you are no longer a resident of Australia, or residing outside Australia for more than 6 months (unless otherwise agreed to in writing by us); or
- the maximum policy claim limit is reached.

# Your duty of disclosure

## For contracts of insurance

Before you enter into a contract of insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to insure you, and, if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance. Your duty, however, does not require disclosure of a matter:

- that reduces the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows, or, in the ordinary course of business, ought to know; or
- that your insurer has waived your duty to disclose.

In summary, you are required to be truthful.

## Non disclosure – life insurance

If you fail to comply with your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

An insurer which is entitled to avoid a contract of life insurance may, within three years of entering into the contract, elect not to avoid it but to reduce the sum that you have been insured for. The sum would be reduced according to a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

## Non disclosure – general insurance

If you are unsure as to whether you need to disclose something, it is better to tell us. This is because if you fail to comply with your duty of disclosure and do not tell us something that you know or should know is relevant to the insurance contract, we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, we may also have the option of treating the contract as if it was never entered into from the beginning.

# Privacy

## MTA Privacy Statement

We, MTA, respect the confidentiality of the personal information that you provide to us.

### **1. National Privacy Principles**

The way we handle your personal information is governed by the National Privacy Principles. You can ask to obtain access to your personal information we and/or our contractors hold, although under some circumstances permitted by law you may not be provided with such information.

### **2. Our ability to collect personal information**

We are permitted to collect this information under laws relating to insurance, credit, taxation and the provision of financial services.

### **3. How your personal information will be used**

We collect your personal information so that we can assess the risk in providing you with the insurance for which you have applied, and, if your application is successful, provide you with such insurance, and to assess any claim you may make on such insurance. If you do not provide us with your personal information, we will be unable to assess the risk or process your application for insurance.

### **4. Exchange of personal information with third parties**

Your personal information may be disclosed to the parties described below to enable us to assess your application for insurance or any claim you may make in the future:

- current and future insurance agencies, or other insurers including Suncorp Life & Superannuation Ltd and any member of the Suncorp Group, (in this PDS called the Suncorp Group) in relation to your application, the issue of insurance and any claim you may make in the future;
- our insurance underwriters / providers in relation to our insurance policies (including the Suncorp Group);
- medical practitioners, rehabilitation providers, health specialists, claims investigators and assessors who may be assisting us in assessing any claim you may make;
- Centrelink, the Australian Taxation Office or other government departments, agencies or bodies to whom we may be required by law to disclose information regarding, but not limited to, any payout or benefit paid in respect of any insurance policy you may hold with us;
- your employer, in relation to your employment status; and
- our professional advisers and other contractors (eg. insurance reference agencies, information technology consultants and mailing houses).

We may also be providing a copy of your application and personal information to:

- any finance company referred to in your application;
- the motor dealer/broker referred to in your application; and
- the Suncorp Group.

## **5. Access and correction of your personal information**

It is important to us that the personal information that we hold about you is accurate, complete and up to date. If you are aware that this is not the case and would like your personal information corrected, or if you simply desire access to your personal information, please contact MTA (please refer to the Back Cover for details). If we decide not to correct or provide you with access to your personal information, we will give you our reasons for our decision.

## **Suncorp Privacy Statement**

Suncorp is an Allfinanz group offering many different categories of financial products and services in banking, insurance, investments, and advice on financial services. We need to collect personal information from our customers so we can:

- set up and administer a product for the customer;
- determine a customer's requirements and provide the appropriate product or service;
- assess a claim made by a customer under one or more of our products;
- assess our customers and their needs; and
- improve our financial products and services.

Without this information, we cannot provide the product or service. We may also be required by taxation law to collect your personal information.

### **Protecting the privacy of our customers is a key part of our normal operations.**

As one of a number of companies that form the Suncorp Group, we provide personal information about a customer to all the related companies within this group. We do not disclose personal information to any outside third party organisation, unless we are required by law to do so or it is contracted to Suncorp to provide administrative services or activities on our behalf. In this case, we make sure that the third party is bound by the same privacy rules we follow.

Suncorp will use your personal information to make product related material on a range of financial products and services across the Suncorp Group available to our customers. A customer may elect **not** to receive product related material by indicating this on the Application/Certificate of Insurance.

A customer may:

- change their mind at any time about receiving product related material;
- access the personal information that we hold about them;
- get more information about Suncorp; or
- obtain a copy of our Privacy Policy,

by calling 13 11 55 (for the cost of a local call\*) or contacting us at [suncorp.com.au](http://suncorp.com.au) or by visiting any of our branches.

\* A higher charge may apply for public telephones and mobile phones.

## The General Insurance Code of Practice

MTA and Suncorp have adopted the General Insurance Code of Practice (the Code). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The objectives of the Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve customer confidence in the general insurance industry;
- to provide access for resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and their service providers to higher standards of customer service.

## Procedures for resolving complaints about your policy

### Non-claim related complaints

If you have a complaint about any aspect of your policy or the way we have dealt with your personal information, please contact:

MTA Insurance Limited

PO Box 1171

Coorparoo DC QLD 4151

Phone: Toll Free 1800 634 294 or (07) 3392 1366

Facsimile: (07) 3392 1367

Email: [enquiries@mtai.com.au](mailto:enquiries@mtai.com.au)

Your complaint will receive prompt consideration.

If your complaint is not resolved to your satisfaction, it will be referred to MTA's Internal Dispute Resolution (IDR) Officer who has authority to deal with the dispute. Otherwise you can contact the Financial Ombudsman Service (FOS) (please refer to their contact details below). The General Insurance division of FOS resolves general insurance complaints that are covered by its Terms of Reference.

### Claim related complaints

If your complaint concerns an **Involuntary Unemployment** or **Disablement** claim or you are dissatisfied with our decision or the way we handled your complaint, please contact MTA. Otherwise you can contact the FOS (please refer to their contact details below). The General Insurance division of FOS resolves general insurance complaints that are covered by its Terms of Reference.

If you have a complaint about a **Death** or **Trauma claim**, you can contact our Customer Relations Unit by:

- phone on 1800 689 762
- fax on 1300 767 337
- email at [customer.relations@suncorp.com.au](mailto:customer.relations@suncorp.com.au)
- writing to us at   Reply Paid 1453  
                          Suncorp Customer Relations Unit (RE058)  
                          GPO Box 1453  
                          Brisbane QLD 4001

For more information on our complaints handling process, please contact our Customer Relations Unit on the details above. If you are dissatisfied with our decision or the way we handled your complaint, you can also contact the FOS. FOS hears complaints in accordance with the applicable Terms of Reference.

### Financial Ombudsman Service (FOS)

FOS is an external dispute resolution scheme that provides a free service to customers and is a totally impartial body who will deal with your complaint directly or follow up the matter on your behalf.

You can contact FOS by:

- phone on 1300 78 08 08 (for the cost of a local call\*)
- fax on (03) 9613 6399
- email at [info@fos.org.au](mailto:info@fos.org.au)
- writing to           Financial Ombudsman Service Limited  
                          GPO Box 3  
                          Melbourne VIC 3001

\* A higher charge may apply for public telephones and mobile phones

## Contact Details



### Enquiries

If you have enquiries with regard to the administration of the policy, please contact the administrator:

MTA Insurance Limited  
PO Box 1171  
Coorparoo DC QLD 4151

Phone: (07) 3392 1366

The registered office for MTA Insurance Limited is:

Level 2  
141 Logan Road  
Woolloongabba QLD 4102

### Registered Office

The registered office for Suncorp Life & Superannuation Limited is:

Level 18  
Suncorp Centre  
36 Wickham Terrace  
Brisbane QLD 4000