



# FREEDOM PROTECTION PLAN

PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement  
contains important information about  
the Freedom Protection Plan

Issue Date: 2 April 2014

Issued by



NOBLEOAK

*with you for life*

Distributed by



## **About this document**

This document is the Product Disclosure Statement (“PDS”) for the Freedom Protection Plan and contains important information about the product, including details of the benefits provided and any applicable exclusions. You should consider its contents carefully before deciding whether you wish to apply for this cover.

This PDS is issued by NobleOak Life Ltd (ABN 85 087 648 708) (AFSL 247302) and the information contained in this document is current at the date of issue. In the event of any omissions or changes to the information in this PDS you will be notified as required by law.

## **Benefit Fund Rules**

Where you have obtained the cover provided by the Freedom Protection Plan, the Freedom Insurance Benefit Fund Rules together with the most recent Certificate of Membership (or such other documentation that we have issued to you confirming the details of your cover) will form the terms and conditions of your insurance contract with us. Should you wish to obtain a copy of the Freedom Insurance Benefit Fund Rules, simply call Freedom Insurance on 1300 88 44 88.

## **Considering Your Personal Circumstances**

Any financial advice contained in this document is of a general nature only and does not take into account your financial situation or your personal needs and objectives. If you are unsure whether the cover is right for you, then you should consider obtaining the assistance of an independent financial adviser..

## **Terminology**

Some of the words used in this document have specific meanings which are set out in the Definitions section on page 38. You should make sure that you understand the definitions before making any decisions about the Freedom Protection Plan.

# ABOUT NOBLEOAK

NobleOak Life Limited is a registered life insurer and is the issuer of the Freedom Protection Plan.

Established in 1877, NobleOak has been delivering insurance and investment solutions to Australians for over 130 years and is proud to provide simple, competitive insurance products supported by an excellent claims payment record. When you are with NobleOak you can feel secure knowing you're with an experienced insurer whose name over the years has been synonymous with trust and integrity.

NobleOak is regulated by the Australian Prudential Regulatory Authority (APRA) and is an unlisted public company owned by over 3,300 Australians, many of whom are also policyholders. NobleOak is responsible for meeting the terms and conditions of your cover, including the payment of benefits.

In this document any reference to 'we/us/our' is referring to NobleOak Life Limited.

# ABOUT FREEDOM INSURANCE

Freedom Protection Plan is distributed exclusively by Freedom Insurance Pty Ltd (ABN 80 138 864 543) (AFSL 341082) and its representatives.

Freedom Insurance's objective is to provide customers with convenient access to affordable life insurance protection with a focus on providing a simple, understandable offer that allows customers to make an informed decision on their need for protection.

The cover is designed to be easy to obtain and relevant to the needs of customers.

Freedom Insurance is a 100% Australian owned specialist risk insurance business that holds an Australian Financial Services Licence issued by the Australian Securities and Investment Commission (ASIC). Freedom Insurance does not underwrite or in any way guarantee the benefits payable under the Freedom Protection Plan.

---

## Enquiries

All enquiries regarding the Freedom Protection Plan should be directed to Freedom Insurance on **1300 88 44 88**.

# TABLE OF CONTENTS

About NobleOak	3	<b>Accidental Injury Cover</b>	
About Freedom Insurance	3	Benefits	20
Enquiries	3	Exclusions	21
		Termination of Cover	22
<b>Freedom Protection Plan</b>		<b>Your Premiums</b>	
Why Choose Freedom Protection Plan?	6	Payment Frequency Options	23
Easy Application Process	7	Payment Due Date	23
Extended Cooling-Off Period	7	Payment Methods	23
		Premium Rates	23
<b>Benefit Options</b>		Premium Calculation	24
Choosing From the Available Benefits	8	Changes to Premium Rates	25
		Failure to Pay Premiums	25
<b>Eligibility</b>		Government Charges	25
Life Insured Eligibility	10	<b>Exclusions &amp; Reductions in Benefits</b>	
Multiple Lives Insured	10	Exclusions	26
Guaranteed Issue	10	Reduction in Benefit Amount Payable	26
		Exclusions Applying to Benefit	26
<b>Benefit Levels</b>		Increases & Reinstatements	
Determining Your Benefit Amounts	12	<b>Benefit Payments &amp; Beneficiaries</b>	
Existing Insurances	12	Entitlement to a Benefit	27
Changes to Benefit Amounts	12	Nominating Beneficiaries	27
Automatic Indexation of Benefits	12	Payment of Benefits	27
Acceleration of Benefit Payments	13	<b>Applying for Cover</b>	
		Obligation to Answer Questions Correctly	28
<b>Final Expenses Cover</b>		Cooling-Off Period	29
Benefits	14	<b>Your Cover</b>	
Exclusions	15	When Cover Starts	30
Additional Options	15	24 Hour Worldwide Cover	30
Cashback Option	15	Cover is Guaranteed Renewable	30
Paid Up Value Option	16	Expiry Date	30
Premiums	17	When Cover Ends	30
Termination of Cover	17	Effective Date of Cancellation	31
<b>Accidental Death Cover</b>			
Benefits	18		
Exclusions	18		
Termination of Cover	19		

<b>Your Plan</b> .....		<b>Duty of Disclosure</b> .....	42
Plan Ownership	32	<b>Privacy Notification Statement</b> .....	43
Cover Issued under One or More Plans	32	<b>Direct Debit Request Service Agreement</b> .....	45
More than One life Insured – Separate Insurances	32		
<b>Claims</b> .....			
Notification of a Claim	33		
Claim Proofs	33		
Additional Evidence	33		
Making a Claim	33		
<b>Other Important Information</b> .....			
Currency	34		
Freedom Insurance Benefit Fund	34		
Taxation	34		
No Surrender Value	34		
Privacy	34		
Distributor Obligations	34		
Risks Associated with Life Insurance	35		
Correspondence	35		
Instructions	35		
<b>Customer Service</b> .....			
Contacting Us	36		
Complaints	36		
Changes to Your Cover	37		
<b>Definitions</b> .....			
Eligibility & Benefits – Definitions	38		
Insured Injuries – Definitions	38		
Exclusions – Full Wording	40		

# FREEDOM PROTECTION PLAN

Freedom Protection Plan provides a range of life insurance benefits designed to help protect your family against the financial impact of a family member dying or suffering a serious injury as a result of being involved in an accident. Obtaining protection can help safeguard the lifestyle you and your family have today and the benefits received can be used for any purpose. That might include assisting with the costs of a funeral, repayment of debts, attending to medical bills or recovering from the serious injury.

Freedom Protection Plan has been designed to provide you and your family with access to a range of simple, affordable, value for money life insurance benefits.

## **Why Choose Freedom Protection Plan?**

There are a number of great reasons to choose one or more of the benefit options provided by the Freedom Protection Plan.

### **Unique Value for Money Funeral Protection**

With Freedom *Final Expenses Cover* we have developed funeral protection for you and your family that has a number of unique features:

- you can choose from either level or stepped premium.
- the optional Cashback feature (available when you choose “stepped premiums”) provides you with a lump sum benefit paid at termination of your *Final Expenses Cover* after the life insured turns age 75. The amount payable is calculated by reference to the number of years that the cover was in force and the cashback amount will be paid irrespective of the reason for termination.
- the optional Paid Up Value feature (available when you choose “level premiums”) allows you to convert your cover after 10 years to a paid up insurance with no further premiums being payable from the date of the conversion.

### **Cover to Suit Your Needs**

Simply choose the type and level of cover you require.

### **Affordable Premiums**

The premiums are competitive with options to suit almost every budget.

### **Protection Against Inflation**

To ensure the value of your benefits are not eroded by inflation we will offer to automatically increase the amount of all of your benefits each year by 5%.

### **Cover for Your Whole Family**

Protection can be extended to cover your family.

### **Easy Application Process**

Applying for the Freedom Protection Plan could not be easier.

- Apply over the phone simply by calling Freedom Insurance on **1300 88 44 88**
- No complicated forms to complete
- No medical examination required
- Your protection can be confirmed during the call should you meet our simple eligibility requirements

### **Extended Cooling-Off Period**

We provide an extended cooling-off period to ensure that you get ample time to consider whether the cover is right for you. So even if you have paid some premiums we will refund all amounts paid in respect of any benefits that you cancel within the first 42 days of cover.

All you need to do is tell Freedom Insurance within 42 days of commencement in order to receive your refund.

# BENEFITS OPTIONS

Freedom Protection Plan makes available a range of 3 optional benefits. The table on the opposite page sets out information about the benefit options available and in general terms the events upon which a benefit is payable.

You may wish to apply for a combination of the 3 benefit options that are available. You can also obtain the protection on one or more family members as permitted under the eligibility requirements set out on pages 10 to 11.

## Choosing From the Available Benefits

Here's how it works.

1. You can choose from either (or both) of the 2 core benefit options:

- *Final Expenses Cover*
- *Accidental Death Cover*

**2. *Final Expenses Cover:*** Where you have chosen to obtain the *Final Expenses Cover* you must determine whether you would like the level or stepped premium versions of the benefit.

- Stepped Premiums: Where you have chosen the stepped premium option, you may then request the optional Cashback feature as part of your *Final Expenses Cover*
- Level Premiums: Where you have chosen the level premium option, you may then request the optional Paid Up Value feature as part of your *Final Expenses Cover*.

**3. *Accidental Death Cover:*** Where you have chosen to obtain the *Accidental Death Cover* you may also request the optional *Accidental Injury Cover*.

4. As cover can be obtained under each benefit option for more than one family member, simply decide which family members you would like the cover to extend to.

---

Importantly, Freedom Insurance will be able to assist you with all matters regarding the benefit combinations that are available as well as the eligibility requirements for each of those benefits.

### Final Expenses Cover

Cover of up to \$15,000 payable upon death (limited to accidental death only in the first year).

### Accidental Death Cover

Cover of up to \$500,000 payable upon accidental death.

CHOOSE BETWEEN

PLUS ADDITIONAL OPTIONAL BENEFIT

#### Level Premiums

The premium rate to be applied to the sum insured at commencement is based on the life insured's gender and age at commencement and doesn't increase with age

#### Stepped Premiums

Premium rates are based on the gender and age of the life insured at each anniversary date.

#### Accidental Injury Cover

Cover of up to \$200,000 payable upon the occurrence of a specified accidental injury. Payment operates as an advance of the accidental death benefit.

PLUS ADDITIONAL OPTIONAL BENEFIT

#### Paid Up Value Option

Allows you to convert your cover to a "paid up insurance" after 10 years with the sum insured being a percentage of the average sum insured of the cover determined by reference to the number of years the cover was in force. No further premiums are payable from the date of the conversion.

#### Cashback Option

Provides you with a lump sum benefit equal to 5% of your sum insured for each year of your cover. Paid upon the termination of your cover after the life insured turns age 75 (provided cover has been in force for at least 5 years).

# ELIGIBILITY

To be eligible to apply for the cover provided by any of the benefits available under the Freedom Protection Plan, you must be:

- an Australian Resident (see page 38).
- aged 18 or over at the date of the application.

## Life Insured Eligibility

The person that you insure under your Plan must also meet the separate eligibility requirements for the benefits that you request. To be eligible to be a life insured, the person must:

- be an Australian Resident (see page 38).
- meet the age requirements for the requested benefit as set out in the table on the opposite page.
- have the required relationship to you or be the life insured under any other benefit that is required to be held as a precondition to the requested benefit. These requirements are also set out in the table on the opposite page.

## Multiple Lives Insured

You may include up to 8 persons as a life insured under each of the available benefits.

## Guaranteed Issue

As each of the benefit options are “*guaranteed issue*”, there are no underwriting requirements when applying for the cover and therefore no personal medical questions will be asked of any proposed life insured. The application will be automatically accepted provided all eligibility requirements are met.

Importantly, no medical examinations or reports will be sought at the time of your application.

*The eligibility requirements referred to on pages 10 and 11 may be varied or waived at our discretion.*

<b>Benefit Option</b>	<b>Life Insured Eligibility Age</b>	<b>Other Life Insured Eligibility Requirements</b>
Final Expenses	0 - 80	Must be the applicant or a relative of the applicant
Accidental Death	0 - 70	Must be the applicant or a relative of the applicant
Accidental Injury	0 - 65	Must also be the life insured under <i>Accidental Death</i>

# BENEFIT LEVELS

## **Determining Your Benefit Amounts**

The benefit amount (sum insured) for each benefit will be the amount that you request at the time of your application. All benefit amounts must be within the minimum and maximum sums insured permitted for the requested benefit as well as meeting any other requirements specific to that benefit option. Different sums insured may be requested for each life insured.

The minimum and maximum benefit amounts and the additional benefit amount requirements are set out in the table opposite.

## **Existing Insurances**

A person may be a life insured under the same benefit option in more than one Plan. However, this is only permitted where at the date of the application the cumulative sums insured across all of the insurances held in respect of that life insured for that benefit does not exceed the maximum amount permitted for that benefit as set out in the table.

## **Changes to Benefit Amounts**

After the commencement of your cover you can request any of your benefit amounts to be changed.

In all cases the requested sum insured must continue to be within the minimum and maximum benefit amounts permitted and must otherwise continue to meet the requirements set out in the “Other Benefit Amount Requirements” column of the table. In certain situations, exclusions may apply to the amount of any increase that is granted (see page 26).

## **Automatic Indexation of Benefits**

To ensure the value of your benefits is not eroded by inflation we will automatically increase the amount of all of your benefits each year by 5%. We will do this on each anniversary of the commencement of your Plan and the increase will apply for the next 12 months of cover.

This is subject to the following:

- you may reject an automatic increase in respect of any benefit within 30 days of the Plan anniversary.
- you may request not to be offered the automatic increase in future years in relation to any benefit. Acceptance of any request by you for the automatic increase to be reinstated will be at our discretion.
- any rejection of the automatic increase is subject to the cover continuing to meet the requirements set out in the “Other Benefit Amount Requirements” column of the table.

### Acceleration of Benefit Payments

*Accidental Injury Cover* can be taken as an extension to *Accidental Death Cover* but this will mean that the benefit amount under *Accidental Death Cover* will be reduced automatically following the payment of an “accidental injury benefit” under *Accidental Injury Cover*.

Benefit Option	Minimum Benefit	Maximum Benefit	Other Benefit Amount Requirements	Other Comments
Final Expenses	\$4,000	\$15,000		
Accidental Death	\$50,000 (\$10,000 where the life insured is under 18 at commencement)	\$500,000 (\$30,000 where the life insured is under 18 at commencement*)		Benefit automatically reduced by the amount of any “accidental injury benefit” paid
Accidental Injury	\$50,000 (\$10,000 where the life insured is under 18 at commencement)	\$200,000 (\$30,000 where the life insured is under 18 at commencement*)	Benefit amount must not exceed the sum insured under <i>Accidental Death Cover</i>	

\* You may request an increase in the sum insured up to the adult maximum upon the life insured attaining 18 years of age.

# FINAL EXPENSES COVER

*Final Expenses Cover* provides cover of up to \$15,000 that is payable upon death. This benefit only provides death by accident protection in the first year of cover with protection for death by any cause after the first year. This benefit can be used for any purpose, including the payment of funeral expenses.

There are a number of unique features of this benefit option:

- you will be paid a **double benefit** for death occurring whilst travelling overseas should this occur within 3 months of the life insured leaving Australia.
- the **Cashback option** can provide you with a lump sum benefit that is paid upon the termination of your cover.
- the **Paid Up Value option** allows you to convert your cover after 10 years to a paid up insurance upon which no further premiums will be payable from the date of the conversion.
- you can chose between **stepped** or **level premiums**.

## Benefits

### Death Benefit

First 12 Months: We will pay the death benefit where the life insured dies as a direct result of an accident within 12 months of the commencement of cover, provided that death occurs within 90 days of the accident.

After 12 Months: We will pay the death benefit where the life insured dies more than 12 months after the commencement of cover, irrespective of the cause.

*The accidental death limitation for death occurring within 12 months of the commencement of cover may be waived or reduced by us at our discretion.*

### Benefit Payable

The benefit payable is the amount of the sum insured that applies on the date of death and this will be paid as a lump sum. However, we will pay **double** the amount of the sum insured where the life insured dies while travelling outside of Australia, provided that at the time of death the life insured had not been outside of Australia for a continuous period of 3 months or longer.

### Benefit Amount and Limits

The maximum aggregate sum insured that may be provided for all death benefits provided by *Final Expenses Cover* on an individual life insured is \$15,000, irrespective of the number of insurances held in respect of that person. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

There will be no automatic annual increases to the sum insured after the life insured has attained the age of 90.

## Exclusions

We will not pay the death benefit if the accident that resulted in the life insured's death occurred before the commencement date. Cover is also limited to accident only in the first 12 months (see above).

## Additional Options

In addition to being able to choose between stepped and level premium for this benefit, two further options are available. You will only be able to choose one of these options and if you do, it must apply to all lives insured that you wish to be covered under your *Final Expenses Cover*. The availability of each option is also dependent upon your choice of stepped and level premium on your cover.

Where you wish to obtain either of these options, you must also request this at the time that you apply for *Final Expenses Cover*. You will not be able to request these options after the commencement of your *Final Expenses Cover*.

The Cashback and Paid Up Value options are both provided at additional cost.

## Cashback Option

You may only select the Cashback option as part of your *Final Expenses Cover* where you have also chosen the stepped premium option for your *Final Expenses Cover*.

Under the Cashback option, we will make a lump sum cashback payment to you upon the termination of your *Final Expenses Cover* on a life insured. The amount of the payment will be equal to 5% of the sum insured for each and every year that the cover had been in-force in respect of that life insured. This will only be payable where at the date of termination:

- the life insured is aged 75 or greater; and
- the *Final Expenses Cover* on that life insured has been in-force for at least 5 years.

### Calculation of Cashback Payment

The cashback payment is calculated as follows:

- we will determine the sum insured for *Final Expenses Cover* for each and every annual period of cover for which the cover had been in-force. Where the sum insured changed within an annual period of cover, the sum insured for that annual period of cover will be adjusted proportionally based upon the number of days in that annual period of cover that each sum insured applied.
- we will then take 5% of each of the sums insured calculated above and add these amounts together to determine the amount of the cashback payment.

*(For example, the cashback payment is 5% of the sum insured in year 1, plus 5% of the sum insured in year 2, plus 5% of the sum insured in year 3, plus 5% of the sum insured for each and every year of cover thereafter until termination).*

If there are any unpaid premiums on the *Final Expenses Cover* at the time of its termination, the amount of the unpaid premiums will be deducted by NobleOak from the amount of the cashback payment that would otherwise be payable

### Amount Payable Upon Death

Where your *Final Expenses Cover* terminates as a result of the death of the life insured, the amount payable will be the greater of the amount of the sum insured that applied to

the life insured on the date of death and the cashback payment calculated as at the date of death.

### Paid Up Value Option

You may only select the Paid Up Value option as part of your *Final Expenses Cover* where you have chosen the level premium option for your *Final Expenses Cover*.

Under the Paid Up Value option, you are able to convert your *Final Expenses Cover* on any life insured to a “paid up insurance” provided the conversion request is made 10 or more years after the commencement date of your *Final Expenses Cover* on that life insured.

Following conversion of your *Final Expenses Cover* to a paid up insurance:

- the cover will continue until the death of the life insured unless otherwise terminated (see below);
- premiums will cease to be payable for that cover from the effective date of the election;
- the sum insured will be fixed for the duration of the cover with no automatic annual increases to be applied to this amount; and
- the sum insured will be the applicable percentage of the average sum insured determined at the effective date of the election as set out in the following table:

<b>Number of years cover was in-force*</b>	<b>Percentage of the average sum insured^</b>
0-9	0%
10-14	40%
15-19	60%
20-24	80%
25+	100%

\* the number of years from the commencement date of the *Final Expenses Cover* on the life insured

^ the average sum insured is the average sum insured of the *Final Expenses Cover* provided on the life insured over the duration of the cover

### **Automatic Conversion**

Upon the termination of the *Final Expenses Cover* provided on a life insured due to non-payment of premium, the cover will automatically convert to a “paid up insurance” provided the date of termination is 10 or more years after the commencement date of the *Final Expenses Cover*. This will occur notwithstanding that you did not request the conversion.

### **Premiums**

Premiums will cease to be payable for *Final Expenses Cover* in respect of a life insured:

- from the anniversary date following that life insured attaining age 90 (with cover continuing until the death of the life insured unless otherwise terminated); and
- where the right to convert the cover held on a life insured to a “paid up insurance” is exercised by you (see above).

### **Termination of Cover**

The cover will terminate in the circumstances set out in “When Cover Ends” on page 31. In addition, where the cover has been converted by you to a “paid up insurance”, the cover will automatically terminate and the sum insured will become immediately payable where the life insured has attained age 100 and (after reasonable efforts by us) we are unable to confirm that the life insured is still alive.

Other than in that situation, there is no upper age limit upon which the cover will automatically terminate.

---

This overview should be read in conjunction with the other information contained in this PDS that applies to this benefit option and to the Freedom Protection Plan generally.

# ACCIDENTAL DEATH COVER

*Accidental Death Cover* provides cover of up to \$500,000 that is payable upon death by accident.

## **Benefits**

### **Accidental Death Benefit**

We will pay the accidental death benefit where the life insured dies as a direct result of an accident, provided that death occurs within 90 days of the accident.

### **Benefit Payable**

The benefit payable is the amount of the sum insured that applies on the date of death and this will be paid as a lump sum.

### **Benefit Amount and Limits**

The maximum aggregate sum insured that may be provided for all accidental death benefits provided by *Accidental Death Cover* on an individual life insured is \$500,000\*, irrespective of the number of insurances held in respect of that person. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

The sum insured for this benefit will be automatically reduced by the amount of any “accidental injury benefit” paid under *Accidental Injury Cover*.

*\* the maximum is \$30,000 for life insureds aged 17 and under*

## **Exclusions**

We will not pay the benefit if the accident that resulted in the life insured’s death occurred before the commencement of the cover. Additionally, we will not pay the benefit if the life insured’s death is a direct or indirect result of:

- self-inflicted injury
- criminal activity
- aerial activity
- motorised sport
- war or terrorism
- alcohol or drugs
- intentional act by carer (only applies to lives insured under 18 years of age)
- specific occupational tasks

*The full wording of each of these exclusions is set out on pages 40 to 41.*

## Termination of Cover

In addition to the circumstances set out in “When Cover Ends” on page 31, the cover for this benefit option will automatically terminate:

- on the anniversary date immediately following the life insured’s 90th birthday; or
- upon the sum insured for this benefit option being reduced to “nil” as a result of the payment of the “accidental injury benefit” under *Accidental Injury Cover*. That will only occur where the “accidental injury benefit” paid is equal to the sum insured for this benefit.

---

This overview should be read in conjunction with the other information contained in this PDS that applies to this benefit option and to the Freedom Protection Plan generally.

# ACCIDENTAL INJURY COVER

*Accidental Injury Cover* provides cover of up to \$200,000 that is payable upon the occurrence of any one of 10 specified injuries suffered as a result of an accident.

Cover can only be obtained for this benefit option where you also have in-force cover in respect of the same life insured under *Accidental Death Cover*.

## Benefits

### Accidental Injury Benefit

We will pay the accidental injury benefit where the life insured suffers any one of the following injuries as a direct result of an accident:

- Blindness
- Broken Bone\*<sup>^</sup>
- Burns
- Coma
- Loss of Hearing
- Loss of Independent Existence
- Loss of Speech
- Loss of Use of Limbs
- Major Head Trauma
- Paralysis

An accidental injury benefit is a once only benefit<sup>^</sup> and is only payable where the injury suffered by the life insured meets the definition of the relevant injury.

*The full definitions of these insured injuries are set out on page 38 to 40.*

*\* 3 month exclusion applies (see below)*

*<sup>^</sup> Broken Bone only applies to limited serious fractures and pays a partial benefit for a maximum of 3 claims (see below)*

## Benefit Payable

Other than for a Broken Bone, the benefit payable is the amount of the sum insured that applies on the date of the injury and this will be paid as a lump sum. The payment of this benefit is an automatic acceleration of the “accidental death benefit” payable in respect of the life insured under *Accidental Death Cover*.

## Benefit Amount and Limits

The maximum aggregate sum insured that may be provided for all accidental injury benefits provided by *Accidental Injury Cover* on an individual life insured is \$200,000\*, irrespective of the number of insurances held in respect of that person. Sums insured over the maximum amount are permitted where it occurs as the result of an automatic annual increase.

The sum insured provided under *Accidental Injury Cover* must not exceed the sum insured provided for the life insured under *Accidental Death Cover*.

*\* the maximum is \$30,000 for life insureds aged 17 and under*

## Broken Bone Benefit

The amount of the benefit payable for a Broken Bone is 10% of the sum insured at the date the life insured suffered from the Broken Bone, capped at either \$5,000, \$10,000 or \$20,000 depending upon the fracture suffered (see further the definition of Broken Bone on page 39). Following payment of a benefit for a Broken Bone, the cover will continue with the sum insured being automatically reduced by the amount of the benefit paid for the Broken Bone.

The following additional rules will apply to a claim for a Broken Bone:

- you can claim a maximum of three benefits for a Broken Bone, after which time cover for a Broken Bone will no longer be available under this benefit option.
- only one benefit for a Broken Bone will be paid where more than one Broken Bone arises from the accident or a series of related accidents, being the higher benefit amount. This applies whether or not they are different bones and whether or not they occurred simultaneously.
- a subsequent claim for a Broken Bone will only be paid where it is new and unrelated to the accident or the series of related accidents which gave rise to a previously paid claim for a Broken Bone.

## Exclusions

We will not pay the benefit if the accident that resulted in the life insured's Broken Bone occurred before the date 3 months after the commencement of cover. For the remaining insured injuries, we will not pay the benefit if the accident that resulted in the life insured's injury occurred before the commencement date.

Additionally, we will not pay the benefit if the life insured's injury is a direct or indirect result of:

- self-inflicted injury
- criminal activity
- aerial activity
- motorised sport
- war or terrorism
- alcohol or drugs
- intentional act by carer (only applies to lives insured under 18 years of age)
- specific occupational tasks

*The full wording of each of these exclusions is set out on pages 40 and 41.*

## Termination of Cover

In addition to the circumstances set out in “When Cover Ends” on page 31, the cover for this benefit option will automatically terminate:

- on the anniversary date immediately following the life insured’s 90th birthday;
- upon the termination of the *Accidental Death Cover* held as a pre-condition to obtaining this cover; or
- upon payment of the accidental injury benefit (other than for a Broken Bone).

---

This overview should be read in conjunction with the other information contained in this PDS that applies to this benefit option and to the Freedom Protection Plan generally.

# YOUR PREMIUMS

The premium is the cost of your cover and in order for your Plan to continue your premium must be paid by the due date.

The amount of your premium (or the instalment premium) will be provided to you by Freedom Insurance at the time that you apply for cover and will otherwise be notified to you as it changes throughout the life of your Plan. Importantly, where there is more than one life insured under your Plan, the premiums for all life insureds must be paid together so that only one premium payment is made.

*We may choose to waive your obligation to make a premium payment at any time at our discretion.*

## Payment Frequency Options

You may choose to pay your premiums:

- annually;
- by monthly instalments. This will be at the rate of 1/12 of the annual premium amount; or
- by fortnightly instalments. This will be at the rate of 1/26 of the annual premium amount.

There is no loading for payment of premiums by monthly or fortnightly instalments and there is no discount for a single annual payment.

## Payment Due Date

All premiums are to be paid in advance except where we have agreed to an alternative billing date that you have requested. Freedom Insurance will be able to help you select a suitable billing date that is within the range of dates that we permit.

## Payment Methods

You can choose any one of a number of simple and convenient payment methods. We currently accept payments by MasterCard, Visa, American Express or by automatic debit from your bank, building society or credit union account. There is no surcharge for credit cards.

You will need to provide us with the authority to obtain the premium payment.

## Premium Rates

Separate premium rates apply to each of the respective benefit and premium options.

**Final Expenses Cover:** You can choose from either the level or stepped premium options with your choice applying to all lives insured that you wish to be covered under your *Final Expenses Cover*.

- Stepped Premium Option: The premium rates are dependent upon the life insured's gender and age at each anniversary date.

- Level Premium Option: The premium rates are primarily dependent upon the life insured's gender and age at the commencement date. The premium rate that is to apply for the duration of the cover:
  - › to the sum insured applying at the commencement date will be the rate applicable to the life insured's age at the commencement date.
  - › to subsequent increases to the sum insured (including automatic annual increases) will be the rate applicable to the life insured's age at the date of each respective increase.

The rates for the level premium option will generally be higher than the stepped premium rate at the same age but will allow you to lock in your premium rate and avoid the age related increases to your premiums that result from the life insured being a year older on each anniversary date. The premium rates for the level premium option may only be varied as permitted under "Changes to Premium Rates" (see below).

**Accidental Death Cover and Accidental Injury Cover:** The premium rates for each of these benefits are based on a single flat rate per \$1,000 of the benefit amount and are not affected by the age or gender of the life insured.

To determine the premium payable for each benefit option that you have obtained cover for, we simply multiply the applicable

premium rate by each \$1,000 (or part thereof) of the amount of the cover you have obtained for the respective benefit.

### Premium Calculation

Your premium is calculated annually and will apply for the next year of the cover. This calculation is done at the commencement of your Plan and again on each anniversary of your Plan or when there is a change to your cover. The premium amount is calculated separately on a benefit by benefit basis for each life insured under your Plan.

As the annual premium payable is dependent upon the benefit amount for each of the benefit options that you have chosen and the current age of the lives insured\*, it will usually change during the life of your Plan.

If there are any changes between anniversary dates to the type of cover provided by your Plan or any of the benefit amounts, this will require the annual premium to be recalculated for the remainder of the current year of cover. A premium adjustment will then be required to take account of the change.

*\* under Final Expenses Cover's level premium option, the premium amount applicable to the benefit amount set at the commencement date will not be affected by age related increases (see above).*

### **Changes to Premium Rates**

The premium rates are not guaranteed and may be changed in accordance with the rules of the Freedom Insurance Benefit Fund. We will need to give you 30 days advance written notice of any change and (other than in exceptional circumstances) the change will only be effective from the next anniversary date of you Plan.

If premium rates are to be changed, then we must apply the revised rates to all insurances within a defined group and therefore you will not be singled out for an increase irrespective of changes to the life insured's health, occupation or pastimes.

Upon your request we will provide you with the current premium rates for any in-force benefit option that you have.

### **Failure to Pay Premiums**

In order to maintain your cover you must pay your premiums when they are due. If for any reason your premium (or premium instalment) is not paid by its due date, we will write to you and remind you of the need to provide us with the payment. We will give you a grace period of at least 28 days in which to pay the overdue amount, but we will cancel your Plan if the overdue amount is not paid by the time required in the notice (except where any *Final Expenses Cover* includes the Paid Up Value option and is automatically converted to a "paid up insurance").

If we cancel your Plan all cover will cease and you will not be able to make a claim under

the insurance for events that occurred after it was cancelled. If an event that entitles you to a benefit occurs before the Plan is cancelled, we will pay the benefit amount due less any unpaid premiums.

Where there is more than one life insured covered under the Plan, the non-payment of a premium may result in the cancellation of all insurances provided under the Plan.

### **Government Charges**

The premium rates for all benefits are inclusive of all government charges, taxes, duties and GST ("**government charges**"). In the event that the relevant authority increases the current government charges or new or additional government charges are introduced in connection with your Plan, we may require you to pay these amounts. As a consequence we may increase your premiums to cover these costs. We will tell you in advance if this is required.

We will deduct from the payment of a benefit, such government charges we are required by law to deduct from the payment.

# EXCLUSIONS AND REDUCTIONS IN BENEFITS

## Exclusions

Your cover will be subject to a limited number of exclusions and these differ between the various benefit options. It is important that you are aware of the full list of the exclusions that your cover will be subject to and these are set out in the detailed benefit summaries on pages 14 to 22.

A benefit will not be paid where the insured event occurred either directly or indirectly as a result of any of the exclusions applying to the benefit option in question.

## Reduction in Benefit Amount Payable

Where a benefit (or the cumulative amount of benefits payable across all of the insurances held in respect of a life insured) exceeds the maximum amount permitted for that benefit option as set out in this PDS, the amount of that benefit (or the cumulative amount of those benefits) will be reduced by the amount that the payment exceeds that benefit limit.

## Exclusions Applying to Benefit Increases & Reinstatements

In addition to any special conditions that we place upon the approval of a benefit increase that you request, the amount of the increase will be subject to the following exclusions and limitations:

- **Final Expenses Cover.** The one year accidental death limitation on this benefit option will apply equally to the increase in cover for the period of one year from the date of the increase.
- **Accidental Injury Cover.** The 3 month exclusion for Broken Bones on this benefit option will apply equally to the increase in cover for the period of 3 months from the date of the increase.

These will apply similarly to your cover for these benefit options where we have agreed to reinstate that cover following its cancellation, with the exclusion or limitation to apply for the stated period from the date of the reinstatement of the cover.

# BENEFIT PAYMENTS AND BENEFICIARIES

## Entitlement to a Benefit

Benefits will only be payable:

- for insured events that occur after the commencement of the cover;
- for insured events that occur prior to the end of the cover; and
- for those benefits which are in force at the time that the insured event occurs.

## Nominating Beneficiaries

Where you are the sole owner of your Plan and you are also a life insured, you may nominate up to four beneficiaries under a Plan to receive any benefit that is payable upon your death. A beneficiary cannot be nominated where there is more than one owner of the Plan.

For details on how to nominate a beneficiary, please call Freedom Insurance on **1300 88 44 88**.

## Payment of Benefits

With the exception of the circumstances set out below, all benefits payable under your Plan will be paid to you (where you are the sole owner) or all the owners (where there are joint owners).

Where you are also the life insured under any benefit that becomes payable upon your death, the benefit will be paid as follows:

- where you are the sole owner and you have nominated one or more beneficiaries, the benefit will be paid to the beneficiaries in the nominated proportions. If a beneficiary dies before you and no change in nomination has been made, then that beneficiary's share will accrue to any other surviving beneficiaries in the nominated proportions.
- where you are the sole owner of the Plan and no beneficiary has been nominated (or there are no surviving beneficiaries), the benefit will be paid to the executors or administrators of your estate.
- where you are not the sole owner, the benefit will be paid to the surviving owners(s).

# APPLYING FOR COVER

After satisfying yourself that you would like to obtain the valuable cover provided by the Freedom Protection Plan, you can apply over the telephone simply by calling Freedom Insurance. You may also be able to apply for the cover by other methods that we permit from time to time, such as by submitting a paper, electronic or internet application.

Where you apply for the cover by telephone or by submitting it electronically, there is no need to sign any documentation (including your payment authority) in order for the application to be assessed and for us to issue the cover. The same arrangements apply to any subsequent variations that you may request to your cover or where you wish to reinstate a benefit.

## **Obligation to Answer Questions Correctly**

It is essential that all information that is provided in response to any questions asked in the application process is correct and that you and the life insured answer all questions honestly and accurately. This obligation extends to any information provided where you request to vary your cover or reinstate a benefit.

If you don't comply with these obligations and you subsequently make a claim, we may have the right to reduce the benefit payable or avoid paying the claim altogether. In certain circumstances we may have the right to cancel your insurance. Your duty of disclosure is set out in full on page 42.

### **Cooling-Off Period**

We have extended the statutory cooling-off period to provide you with a greater opportunity to determine whether the product is suitable to your needs. If you decide that you do not wish to keep all of the benefits that you have obtained, you may cancel either some or all of the insurances issued under your Plan provided that you request the cancellation during the first 42 days of the cover. The cancellation will take effect from the commencement of your Plan cover and you will receive a full refund of any premium paid in respect of the benefits that you cancel.

The cooling-off period will cease to be available if a claim is made under your Plan during the 42 day period.

# YOUR COVER

## When Cover Starts

The cover provided by the Freedom Protection Plan starts when you are told that we have accepted your application. Within a short time of your application being accepted, you will be sent a Certificate of Membership confirming your Plan commencement date along with other details of your cover.

You should always check any documentation sent to you and contact Freedom Insurance immediately if any anything needs correcting.

## 24 Hour Worldwide Cover

Cover will be provided for insured events occurring 24 hours a day anywhere in the world.

## Cover is Guaranteed Renewable

All life insurance benefits under the Freedom Protection Plan are guaranteed renewable. This means that if you pay your premiums by the due date and comply with all other conditions of your Plan, we will continue to provide the cover on the existing terms and conditions until the expiry date of each of the benefits provided under your Plan.

Additionally, we are not permitted to cancel or place additional restrictions on your cover or increase your premium because of any change to the state of health, occupation, smoking status or pastimes of an individual life insured.

## Expiry Date

For *Accidental Death Cover* and *Accidental Injury Cover* your cover will expire upon the next anniversary date of your Plan after the life insured attains age 90.

There is no expiry date for *Final Expenses Cover*.

## When Cover Ends

You can cancel the cover provided for any benefit provided in respect of a life insured at any time. Additionally, the cover for any benefit provided in respect of a life insured under your Plan will terminate in the following circumstances:

- upon the death of the life insured.
- upon us cancelling your Plan where you have failed to pay premiums as required or because the eligibility requirements for that benefit were not met at the commencement date of the cover.
- at the expiry date for the benefit in question.
- upon us cancelling the cover in the limited circumstances permitted under the Freedom Insurance Benefit Fund Rules or by relevant legislation.

In addition to the above, the termination events which are specific to each individual benefit option are set out in the detailed benefit summaries on pages 14 to 22.

### **Effective Date of Cancellation**

Should you cancel your Plan (or any insurance benefit issued under the Plan) after the cooling-off period:

- where your premiums are paid annually, the cover will terminate immediately with a pro-rata rebate of premiums paid to you based on the unexpired period of risk for that annual period of cover.
- where your premiums are paid monthly or fortnightly, cover will continue until the next fortnightly or monthly due date. There will be no refund of premium.



# YOUR PLAN

## **Plan Ownership**

The person who successfully applies for cover will be the owner of the Plan and all the insurances provided under the Plan. Being the owner of the Plan will entitle you to the benefits of the Plan and you will also be responsible for making sure that the premiums are paid.

## **Single Owner**

Where you are the sole owner of the Plan and there are lives insured other than yourself under the Plan, then ownership of the Plan will revert to your estate upon your death.

## **Joint Owners**

Where there is more than one person who owns the Plan, then the insurances provided by the Plan are owned jointly by those persons. Where there are lives insured other than yourself under the Plan, ownership of the Plan will revert to the surviving owner(s) upon your death.

*Only single ownership of a Plan will be permitted except where specifically agreed to by us.*

## **Cover Issued Under One or More Plans**

Insurance cover may be issued under one or more separate Plans. Subject to the eligibility and benefit amount requirements we may issue cover for multiple benefit options and/or multiple lives insured under a single Plan. Where we do so, the premium for all benefits and all lives insured must be made in one consolidated payment.

## **More Than One Life Insured – Separate Insurances**

Where there is more than one life insured covered under a single Plan, the cover provided in respect of each life insured will exist as a separate insurance. This means that:

- the terms and conditions of the Plan apply separately to each life insured.
- the benefits provided by the cover will be payable in relation to each life insured.
- the payment of a benefit in respect of one life insured will not affect the benefits provided in relation to the others.
- the termination of the cover on one life insured does not affect the cover provided in relation to the others.

# CLAIMS

## Notification of a Claim

If you (or your legal representative) wish to make a claim we must be notified as soon as is reasonably practical of the occurrence of the event that gave rise to the claim. All claims should be notified within one year of such an event. A delay in notifying could affect your entitlement to a benefit if we have been prejudiced by the delay.

## Claim Proofs

Before we will pay a claim, we will need to be provided with proof to establish that the insured event has occurred and that you are entitled to be paid a benefit. We may refuse to pay a claim if there is insufficient evidence provided.

In all cases we will need to be provided with a completed claim form and such other documentation and evidence that we request. This may include a report from a registered medical practitioner or a post mortem examination. The documentation and evidence that we require is to be obtained by you and the cost of this is your responsibility.

## Additional Evidence

We may require additional information as part of our consideration of the claim and this may include having the life insured examined by a registered medical practitioner or other health care practitioner that we choose.

Where we require a life insured to undergo a medical examination, we will pay for that examination. Without cost to us, we may also require the life insured to return to Australia to undertake the examination.

## Making a Claim

We are committed to paying valid claims as quickly as possible and will start processing your claim as soon as all of the required documentation has been received.

If you or your legal representative wish to make a claim, please call Freedom Insurance on **1300 88 44 88**. Freedom Insurance will inform you of our requirements and assist you through the claim process.

# OTHER IMPORTANT INFORMATION

## **Currency**

All payments to be made in connection with the Freedom Protection Plan (including premium and benefits payments) are payable in Australia in Australian currency.

## **Freedom Insurance Benefit Fund**

Freedom Protection Plan is issued from the Freedom Insurance Benefit Fund. All premiums received in relation to your Plan are paid into this fund and this is also the fund from where all the insurance benefits are paid. Your Plan (and the insurances issued under your Plan) are non-participating and do not participate in the profits of our company or the Freedom Insurance Benefit Fund.

## **Taxation**

Generally the premiums paid for your cover are not tax deductible and the benefits you receive are not assessable for income tax purposes. This is a general statement and is based on the continuance of taxation laws and their interpretation that were current at the date this document was prepared. You should seek advice from a suitably qualified taxation professional in relation to your particular circumstances.

## **No Surrender Value**

Freedom Protection Plan provides risk insurance cover only and neither your Plan nor any of the insurances issued under your Plan has a surrender value. All premiums paid are used to provide life insurance cover and you will not receive a refund of any premiums if your Plan is cancelled after the cooling-off period has expired, except where you are entitled to pro rata refund of any annual premiums paid on your Plan where you cancelled the cover (see page 31).

## **Privacy**

We are committed to protecting and maintaining the privacy, accuracy and security of our customer's personal information. Further details regarding the collection, use and disclosure of your personal information is set out in our Privacy Notification Statement on page 43. If you have any questions about the handling of your personal information please contact Freedom Insurance and they will be able to assist.

You can also find a copy of our full Privacy Policy at [www.freedominsurance.com.au](http://www.freedominsurance.com.au)

## **Distributor Obligations**

The licensed distributor of the Freedom Protection Plan and its representatives have no responsibility to you in connection with the provision of insurance benefits under your Plan (including the payment of any benefit).

### **Risks Associated With Life Insurance**

Freedom Protection Plan provides life insurance cover only and can be cancelled by you at any time without penalty. This is unlike some other types of life insurance that have savings and investment components.

However, there are some risks associated with this type of life insurance including:

#### **Not selecting the right type and amount of cover**

Not having cover that meets your specific needs can be a risk. You should read this PDS carefully to ensure that the benefit options and the level of cover you choose suit your financial situation and your personal needs and objectives.

#### **Accident only cover**

Some of the benefit types contain accident only cover. Whilst this provides valuable life insurance protection it does not provide cover for death or injuries caused other than by an accident. You should satisfy yourself that this type of cover is sufficient for your needs.

#### **Benefits only available whilst cover in-force**

To be entitled to claim a benefit under Freedom Protection Plan the insured event must occur whilst the cover is in force. Importantly, your cover will be cancelled if you do not pay your premium when required.

### **Failure to answer questions truthfully**

A claim may be rejected or a benefit amount reduced if we have not received true and correct answers to the questions which we ask when considering whether to issue, increase or vary your cover.

### **No cash value**

Other than for the cashback payment that may be payable upon the termination of *Final Expenses Cover* where you have chosen the Cashback option, your Plan has no cash or surrender value. This means that if you cancel your Plan (after the 42 day cooling-off period) you will not receive anything back.

### **Correspondence**

All correspondence (including your Certificate of Membership) will be sent to you at the address you last told us. If you provide us with an email address, we may send correspondence to you by email (where the law permits).

It is essential that you tell Freedom Insurance of any change in your postal or email addresses.

### **Instructions**

We may accept instructions from you by telephone or such other electronic means as permitted by us from time to time. Only you (as the owner of the Plan) can make changes to your cover.

# CUSTOMER SERVICE

## Contacting Us

All enquiries regarding the Freedom Protection Plan should be directed to Freedom Insurance.

### Phone 1300 88 44 88

9.00 am to 6.00 pm (Sydney time)  
Monday to Friday

Full contact details are set out on the back cover of this PDS.

## Complaints

If you have any concerns about your Plan or the service provided and wish to make a formal complaint, you should contact Freedom Insurance on **1300 88 44 88**. They will do their best to resolve all complaints as soon as possible and are normally able to resolve all complaints within 45 days of receipt.

If the complaint cannot be resolved to your satisfaction or if it is not dealt with within 45 days, you can then raise the matter directly with the Financial Ombudsman Service. They can be contacted as follows:

### Financial Ombudsman Service

GPO Box 3  
Melbourne VIC 3001

**Phone 1300 780 808**  
(9am to 5pm Monday to Friday).

**Facsimile (03) 9613 6399**

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

The Financial Ombudsman Service is an independent complaints resolution scheme established to provide advice and assistance to consumers in resolving disputes. This service is provided to you free of charge but before you ask them to help, you must first try to resolve the issue with us. For more information, please visit their website at [www.fos.org.au](http://www.fos.org.au)

## Changes to Your Cover

You should contact Freedom Insurance if you wish to change something about your cover. For example, you may want to:

- request additional benefit coverage
- increase or decrease your benefit amounts
- nominate a beneficiary or vary a nomination
- change your address and/or contact details
- transfer ownership of your Plan to another person
- cancel any of your benefits
- reinstate the cover after its cancellation
- reinstate the automatic annual increases (where you had previously cancelled it)

Freedom Insurance can tell you of any special requirements that you will need to meet in order for your request to be processed, including asking you to provide us with information to help us decide whether to agree to the change.

# DEFINITIONS

## Eligibility & Benefits - Definitions

**accident** means an unexpected event occurring while the insurance is in force resulting in bodily injury, where the injury is directly and solely caused by accidental, violent, external and visible means without any other contributing causes.

**Australian Resident** means a person who is an Australian or New Zealand citizen, an Australian permanent resident or holder of a temporary 457 working visa or equivalent (as approved by the Department of Immigration and Citizenship), who is residing in Australia at the time of the application.

**de facto** partner means someone who has been in a relationship with and living with that person for a period of at least 12 months.

**life insured** means the person that has been accepted by us as the “Life Insured” under the insurance and is the person that you have insured against injury, illness or death (as applicable to the chosen benefit type).

**partner** means a legally married partner or de facto partner.

**relative** means

- (a) your parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendent or adopted child;
- (b) your partner; or
- (c) the partner of a person referred to in (a).

**sum insured** means the agreed dollar amount of the insurance cover provided

to you for the benefit type in question (as increased or reduced in accordance with the terms of the cover).

## Insured Injuries - Definitions

### Activities of Daily Living

The five “*Activities of Daily Living*” are as follows:

- 1. Bathing** means the ability to wash either in the bath or shower or by sponge bath without the assistance of another person. The life insured will be considered to be able to bathe themselves even if the above tasks can only be performed by using equipment or adaptive devices.
- 2. Dressing** means the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the assistance of another person. The life insured will be considered able to dress themselves even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- 3. Eating** means the ability to get nourishment into the body by any means, once it has been prepared and made available to the life insured, without the assistance of another person.
- 4. Toileting** means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the assistance

of another person. The life insured will be considered able to toilet themselves even if they have an ostomy and is able to empty it themselves, or if the life insured uses a commode, bedpan or urinal, and is able to empty and clean it without the assistance of another person.

**5. Transferring** means the ability to move in and out of a chair or bed without the assistance of another person. The life insured will be considered able to transfer themselves even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices is used.

**Blindness** means that as certified by an ophthalmologist, the:

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

**Broken Bone** means one of the following fractures:

- (a) a fracture of the skull, neck, spine, hip, thigh (above the knee) or pelvis. The benefit will be a maximum of \$20,000;
- (b) a fracture of the leg (below the knee), knee cap, upper arm, shoulder bone or jaw. The benefit will be a maximum of \$10,000; or

- (c) a fracture of the forearm (above the wrist), collarbone or heel. The benefit will be a maximum of \$5,000.

*“fracture”* means the disruption in continuity of bone, with or without displacement. The fracture must be shown by radiographic or scanning techniques and must be diagnosed within 30 days of the incident giving rise to the fracture. Fracture does not include:  
(d) a compression fracture to the spine;  
(e) an avulsion fracture; or  
(f) an un-displaced and/or a hairline fracture.

A fractured nose or cheek bone does not qualify as a fractured skull.

**Burns** means full thickness burns to at least 20% of the body surface area as measured by the ‘Lund & Browder Body Surface Chart’.

**Coma** means a state of unconsciousness with no reaction to external stimuli or internal needs, persisting continuously with the use of a life support system for at least 72 hours. Excluded from this definition is coma induced medically or resulting from alcohol or drug misuse or any illicit drug use.

**Loss of Hearing** means complete and irrecoverable loss of hearing, both natural and assisted, from both ears as certified by an appropriate medical specialist.

**Loss of Independent Existence** means the life insured is totally and irreversibly unable to perform at least two of the five *Activities of Daily Living*. (See definition of the *Activities of Daily Living* – above)

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

**Loss of Use of Limbs** means the complete and irreversible loss of the use of two limbs, where limb means the whole hand, whole foot, whole arm or whole leg. Total and permanent loss of function of limbs must be established for a continuous period of at least six months.

**Major Head Trauma** means a head injury resulting in *Permanent Neurological Deficit*, resulting in the life insured being totally and permanently unable to perform any one of the five *Activities of Daily Living* [See definitions of *Permanent Neurological Deficit* (below) and *Activities of Daily Living* (above)].

**Paralysis** means the life insured is diagnosed as suffering from either:

- (a) **Diplegia:** the total and permanent loss of function of both sides of the body;
- (b) **Hemiplegia:** the total and permanent loss of function of one side of the body;
- (c) **Paraplegia:** the total and permanent loss of function of the lower limbs; or
- (d) **Quadriplegia:** the total and permanent loss of function of the lower and upper limbs.

**Permanent Neurological Deficit** means symptoms of dysfunction of the nervous system that are present on clinical examination and expected to last throughout the life insured's life. These:

- (a) include numbness, paralysis, dysarthria (difficulty with speech), aphasia (inability to speak), dysphagia (difficulty in swallowing), visual impairment, difficulty in walking, lack of coordination, tremor, seizures, dementia, delirium and coma; and
- (b) exclude an abnormality seen on brain or other scans without definite related clinical symptoms, neurological signs occurring without symptomatic abnormality (e.g. brisk reflexes without other symptoms), lesser symptoms such as lethargy, localised weakness, hyperaesthesia (increasing sensitivity), and symptoms of psychological or psychiatric origin.

### **Exclusions - Full Wording**

**Self-inflicted injury** means a deliberate self-inflicted injury, suicide or attempted suicide.

**Criminal activity** means the life insured participating in a criminal activity or engaging in any unlawful act.

**Aerial activity** means the life insured flying or otherwise engaging in any aerial activity except as a fare paying passenger in a fixed wing, motorised aircraft that is operated by a licensed airline or charter company.

**Motorised sport** means the life insured participating in any motorised sport, as a rider, driver, passenger or crew.

**War or terrorism** means war (whether declared or not), an act of terrorism, a riot or civil commotion.

**Alcohol or drugs** means the effects of alcohol or drug misuse or any illicit drug use.

**Intentional act by carer** means an intentional act by the life insured's parent, guardian or relative or someone who lives with or cares for the life insured.

**Specific occupational exclusions** means the life insured carrying out the duties of their occupation where at the time of (the accident or the event giving rise to the insured condition) the life insured was:

- (i) working above 10 meters from the ground;
- (ii) working underground;
- (iii) working offshore on a boat (outside Australian waters) or on an oil or gas rig or platform;
- (iv) underwater diving;
- (v) working with explosives; or
- (vi) on active duty in the armed forces.

# DUTY OF DISCLOSURE

Before you enter into a contract of life insurance with us, both you and the proposed life insured have a duty under the Freedom Insurance Benefit Fund Rules to disclose to us every matter that:

- you or the proposed life insured know to be a matter relevant to our decision whether to accept the risk and, if so, on what terms; or
- a reasonable person in the circumstances could be expected to know to be a matter that is relevant to our decision whether to accept the risk and, if so, on what terms.

This duty of disclosure continues until we accept your application and issue your policy. The same duty to disclose these matters applies before you vary or reinstate the insurance. This duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by us;
- that is of common knowledge;
- that we know or, in the ordinary course of our business, ought to know; or
- in respect of which we have waived in writing the requirement to comply with the duty of disclosure.

## **Non-disclosure or providing incorrect information**

If you or the life insured fail to comply with the duty of disclosure or provide us with incorrect information, we may cancel your plan or any insurance issued thereunder, decline a claim or otherwise reduce the amount we have to pay in the event of a claim.

# PRIVACY NOTIFICATION STATEMENT

We recognise the importance of protecting your personal information that is collected and used by us and will follow privacy practices and procedures to maintain your privacy and protect your information. At all times we will safeguard your personal information and that of any lives insured under your Plan as required by the Privacy Act 1988.

## Your Consent

By applying for the Freedom Protection Plan or being nominated to be a life insured under any insurance issued under the Freedom Protection Plan, you will be consenting to the collection, use and disclosure of your personal information in the manner set out below. If we are not provided with the required information, we will not be able to provide you with a quote for the insurance, consider your application or provide you with any insurance cover.

## Collection of Personal Information

We collect your personal information that is necessary for the purposes of:

- providing premium quotes.
- assessing and processing your application.
- managing and administering the products and services you obtain.
- assessing and processing any claims made under your insurance.
- identifying you and protecting against fraud.

- improving our insurance products.
- advising you about other products or services that we or the licensed distributor of your insurance may offer.

The type of personal information we may collect includes your name, date of birth, address, banking details, beneficiaries, health and employment information.

In most instances your personal information is collected directly from you when you apply for cover or request a variation in your cover. In some situations we may collect your personal information from a third party, such as the licenced distributor of the insurance, any person we have appointed to administer your cover, a health professional or an organisation that we have an arrangement for the promotion and sale of our insurance products.

To help us keep the information that we hold about you up-to-date, we ask that you advise Freedom Insurance promptly of any changes to your name or contact details, or if you are concerned that any information that we hold about you is inaccurate, incomplete or outdated.

## Disclosure and Use of Personal Information

The personal information that we collect from (or about you) may be disclosed by us to the following parties:

- to any doctor, hospital, clinic or other medical service in respect of whom you have provided us with a medical authority for the purpose of obtaining details about your medical history.

- to the Reinsurer and any medical practitioners, legal advisers, claims investigators or other professionals that we may appoint to consider your application or to assess or provide assistance in determining any claim.
- to any person we consider requires access to your information in order to process your application, manage or administer your plan, assess any claim or resolve any complaint.
- to any person or entity to whom we outsource tasks or who do something on our behalf.
- the licensed distributor of your insurance.
- to your legal adviser or any other representative acting on your behalf (including your financial planner or adviser or any insurance broker).
- to any person as is required or authorised by law or where you have given consent to the disclosure.

All persons engaged to do something on our behalf (and any other person that we are authorised to provide your personal information) will be required to ensure our privacy requirements are met when using this information and they will only be permitted to use the information to perform the tasks which we have asked them.

We are unlikely to disclose your personal information to overseas recipients.

## **Marketing**

We may also use your information to inform you about any other products and services offered or promoted by us or the licensed distributor of your insurance. In order to do this we may disclose your personal information on a confidential basis to the licensed distributor of your insurance or such other licensed distributor that we may choose to do this through.

You may tell Freedom Insurance at any time that you do not want to receive any further marketing communications from either us or the licensed distributor.

## **Privacy Policy**

Our Privacy Policy contains information about how you may access personal information held by us and how you can seek correction of such information. It also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

You may obtain a copy of our Privacy Policy at [www.freedominsurance.com.au](http://www.freedominsurance.com.au) or by calling Freedom Insurance.

## **Contacting Freedom Insurance**

If you have any questions about our handling of your personal information, please contact Freedom Insurance:

**Email: [service@freedominsurance.com.au](mailto:service@freedominsurance.com.au)**

**Telephone: 1300 88 44 88**

(Monday to Friday 9:00am - 6:00pm Sydney time)

**Mail: GPO Box 3553, Sydney NSW 2001**

# DIRECT DEBIT REQUEST SERVICE AGREEMENT

## Definitions

**account** means the account held at your financial institution from which we are authorised to arrange for the insurance premium to be debited.

**agreement** means the Direct Debit Request Service Agreement between you and us.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**debit day** means the day that payment by you is due to us.

**debit payment** means a particular transaction where a debit is made to your account.

**direct debit request** means the direct debit request you have provided to us.

**insurance premium** means the premium payable for the life insurance cover provided under the Freedom Protection Plan at the debit day.

**we/us/our** means NobleOak Life Limited (or any subsequent insurer of the insurance product).

**you/your** means the customer who provided the direct debit request to us.

**your financial institution** is the financial institution where you hold the account that you have authorised us to debit.

## 1. Debiting your account

1.1 By providing a direct debit request, you have authorised us to arrange for funds to be debited from your account for the purpose of paying the premium on the life insurance cover provided by the Freedom Protection Plan. You should refer to the

direct debit request and this agreement for the terms of the arrangement between us and you.

- 1.2 We will only arrange for funds to be debited from your account for payment of the insurance premium as authorised in the direct debit request. The amount of the insurance premium may vary from time to time and we will not notify you of this variation unless we are required to do so under the terms and conditions of the Freedom Protection Plan.
- 1.3 We will not issue a billing notification prior to debiting your account.
- 1.4 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited, you should ask your financial institution.

## 2. Changes by us

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.

## 3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on **1300 88 44 88**. However this is subject to:
  - 3.2 If you wish to stop or defer a debit payment you must notify us at least seven (7) days before the next debit day. This

notice should be given to us in the first instance.

- 3.3 You may also cancel your authority for us to debit your account at any time by giving us at least seven (7) days' notice before the next debit day. This notice should be given to us in the first instance.
- 3.4 You may also cancel a direct debit request by contacting your own Financial Institution.

#### **4. Your obligations**

- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
- (a) you may be charged a fee and/or interest by your financial institution;
  - (b) you may also incur fees or charges imposed or incurred by us; and
  - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If we are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply,

multiplied by the prevailing GST rate.

#### **5. Disputes**

- 5.1 If you believe that there has been an error in debiting your account, you should notify us on **1300 88 44 88** and confirm that notice in writing with us as soon as possible so that we can resolve your query.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still contact your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

#### **6. Accounts**

- You should check:
- (a) with your financial institution

whether direct debiting is available from your account, as direct debiting is not available on all accounts offered by financial institutions;

- (b) your account details which you provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## 7. Confidentiality

- 7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure, and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
  - (a) to the extent specifically required by the law; or
  - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## 8. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should call **1300 88 44 88** to obtain our appropriate mailing address and/or fax number.

- 8.2 Where we are providing you with notification in writing we will send the notice in the ordinary post to the address you have given us in the direct debit request. Any notice will be deemed to have been received on the third banking day after it is posted.

## 9. Change of Life Insurer

- 9.1 If we cease to be the “insurer” of the life insurance cover provided by the Freedom Protection Plan as a result of the insurance being transferred to another registered life insurer, then in order for premium payments to continue, the authorities provided to us under your direct debit request will be transferred to the new insurer without the need for your consent.

## 10. Providing Instructions

- 10.1 Your direct debit request may be provided to us in writing, by calling us on **1300 88 44 88** or by such other electronic means that we choose to accept from time to time.
- 10.2 Unless we require otherwise, instructions from you in connection with this agreement (including any change to the account to which your direct debit request applies) may be provided to us in writing, by calling us on **1300 88 44 88** or by such other electronic means that we choose to accept from time to time.

## **Freedom Insurance**

All enquiries regarding the Freedom Protection Plan should be directed to Freedom Insurance.

### **Phone**

1300 88 44 88

### **Fax**

1300 98 67 95

### **Email**

[service@freedominsurance.com.au](mailto:service@freedominsurance.com.au)

### **Postal address**

PO Box 3553, Sydney NSW 2001

[\*\*www.freedominsurance.com.au\*\*](http://www.freedominsurance.com.au)

Freedom Protection Plan is issued by NobleOak Life Limited of Suite 4.05, 89 York Street, Sydney NSW 2000 and is distributed by Freedom Insurance Pty Ltd and its representatives.

