



# Bendigo SmartCover<sup>®</sup>

Product Disclosure  
Statement and  
Policy Document.

Version 2, Prepared 20 May 2015  
Issued by AIA Australia



**Bendigo Bank**

Bigger than a bank.™

# How this Product Disclosure Statement and Policy Document (PDS) works

This PDS describes the main features of Bendigo SmartCover, including the terms and conditions of the policy as well as any exclusions. Please read it carefully as it is designed to help you decide if Bendigo SmartCover will meet your individual needs. Details in this PDS are of a general nature only and do not take into account your personal circumstances. Some words in this PDS have a special meaning. These words are capitalised throughout and are defined on pages 37 to 53.

Bendigo SmartCover is issued by AIA Australia Limited, ABN 79 004 837 861, AFSL 230043. Wherever you read the words 'we', 'us', 'our', 'the insurer' or 'AIA Australia', this refers to AIA Australia Limited.

The words 'you' and 'your' in this PDS refer to any existing or potential customer who is, or is likely to become, the Policy Owner or a Life Insured under the Policy, depending on the context. The following is relevant to the context:

- A Policy is an agreement between the Policy Owner and us. The Policy Owner has the right to instruct us in relation to the Policy (for example by making claims, by asking us to change Policy features as permitted under the terms of the Policy, by exercising options under the Policy terms and by asking us to cancel the Policy). The Policy Owner must be a Life Insured. The Policy Owner is responsible for paying all the premiums under the Policy.
- Where "you" is a reference to a Life Insured, "your premium" is the premium referable to benefits covering that Life Insured. Also, "your Sum Insured" is the sum insured of a benefit covering that Life Insured and "your benefit" or "your cover" are references to benefits covering that Life Insured.
- A benefit is payable when a Life Insured suffers an insured event in accordance with the terms of the Policy.
- We will pay a benefit covering a Life Insured in the manner agreed with the Policy Owner in the terms of the Policy as set out in this PDS. See the "Who receives the benefit" section of this PDS on page 27 for further information.

If we issue cover, it will be issued on the Policy Commencement Date by AIA Australia to the Policy Owner named on the Policy Schedule:

- i) in consideration of the payment of the premium as stated on the Policy Schedule; and
- ii) on the basis of the application, declarations and any other statements made by the Policy Owner to us in connection with the Policy.

If we issue cover, this PDS will be included in the terms and conditions of your Policy. Please see page 48 for a list of the documents that will make up your Policy.

Where there are two Lives Insured on the same Policy, the terms and conditions of cover described in this PDS apply in respect of each Life Insured's cover separately and individually (except any rights and obligations relating specifically to the Policy Owner).

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# Life is good. Protect it with Bendigo SmartCover<sup>®</sup>

## Life insurance is so important.

No matter how careful you are, life can change in a heartbeat – accidents happen, and illness rarely discriminates. But life insurance is not just about what happens when you die; it's also about what happens when you live. It can protect you from something as minor as a broken leg, or as significant as a serious, long term illness.

## Choosing the right cover for you should not be complicated.

Bendigo SmartCover is straight forward, affordable and offers a range of cover levels to suit different budgets and circumstances.

Bendigo SmartCover gives you:

- 
- up to \$1 million Life cover plus \$300,000 Living cover, depending on your age, for up to 60 illnesses and injuries – all in the one policy.
- 
- your choice of three plans to suit your needs and budget
    - **Top** – our most comprehensive cover for complete peace of mind
    - **Mid** – top Life cover benefits plus Living cover for accidents
    - **Basic** – accident only cover for the unexpected
- 
- optional benefits including
    - monthly Expenses cover up to \$3,000
    - Children's cover
- 
- easy application in just minutes – over the phone or online.
- 

**Banking with Bendigo Bank, you're already part of something bigger. So if you've been putting off getting the life cover you need, now is the time to act.**

For a quick quote or to apply for cover:

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**Call**            **1800 104 338**

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**Visit**            **[www.bendigolife.com.au](http://www.bendigolife.com.au)**

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# What you're covered for

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

## Main benefits

Whichever Bendigo SmartCover plan you choose, you will have both Life cover and Living cover. Depending on your chosen plan, benefits will be paid for Sickness and/or Accident.

### Life cover

Life cover pays a lump sum benefit in the event of your death or, for some plans, diagnosis of a Terminal Illness.

If you have:

- Top or Mid, you are covered for death from both Sickness and Accident and also for Terminal Illness.
- Basic, you are covered for death by Accident only.

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

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

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

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

^ \$3,000 maximum reimbursement is across all covers.

## Living cover

Living cover pays a lump sum benefit if you suffer a covered Living Cover Event.

If you have:

- Top, you are covered for both Sickness and Accident events.
- Mid or Basic, you are covered for Accident events only.

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

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

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

Your Living cover Sum Insured is 30% of your Life cover Sum Insured. When we pay a Living cover benefit, we will reduce the Remaining Sum Insured on your Policy Schedule by that amount. If you are eligible we will pay further Living cover claims until we have paid 100% of your Living cover Sum Insured and you have no Remaining Sum Insured. If the benefit amount we would otherwise pay for a claim is greater than the Remaining Sum Insured, we will only pay you the Remaining Sum Insured.

If your Life cover Sum Insured decreases or increases, both the Living cover Sum Insured and Remaining Sum Insured will be decreased or increased in proportion, subject to any minimum or maximum Sum Insured requirements. For further information on this, please see the “Changes to your cover amount” section of this PDS on pages 23 to 24.

## Living Cover Events

As listed in the table below, if you have:

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

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

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

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

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

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

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

- We will not pay a Living cover benefit:
  - if you die within 14 days of the occurrence of the Living Cover Event;
  - more than once for Psychiatric Hospitalisation; or
  - for Major Organ Transplant for a kidney, liver or lung if we have already paid a benefit for Chronic Kidney Disease, Chronic Liver Disease or Chronic Lung Disease, respectively.
- We will not pay a total of more than 60% of the Living cover Sum Insured for all occurrences of:
  - Living Cover Events in any 12 month period;
  - Cancer Events. We will pay a benefit for more than one Cancer Event, as long as we determine that the Cancer Events:

- are not related and the second Cancer Event occurs at least 12 months after the first Cancer Event; or
- are related and the second Cancer Event is a more severe Level than the first Cancer Event, in which case we will pay the difference between the benefit we would normally pay for the first and second Cancer Events.
- Coronary Events. We will pay a benefit for more than one Coronary Event, as long as we determine that the Coronary Events:
  - are not related and the second Coronary Event occurs at least 12 months after the first Coronary Event; or
  - are related and the second Coronary Event is a more severe Level than the first Coronary

Event, in which case we will pay the difference between the benefit we would normally pay for the first and second Coronary Events.

3. We will only pay a benefit for one Living Cover Event (except Fractures) from a single occurrence, even if more than one Living Cover Event occurs at the same time. Where more than one Living Cover Event occurs at the same time, we will pay for the Living Cover Event that has the greatest benefit.
4. Where more than one Fracture occurs at the same time (for example a fracture to the thigh and to the upper arm), we will pay an amount for each Fracture. If the same bone is fractured more than once at the same time (for example, an upper leg fractured in two places at the same time), we will only pay the benefit for a Fracture to that bone once.
5. The time at which a Living Cover Event will be deemed to have “occurred” is:
  - for a Living Cover Event requiring a diagnosis – at the date of diagnosis;
  - for a Living Cover Event involving a medical procedure – at the date that the event which the procedure is intended to address was first diagnosed (provided the procedure is subsequently undertaken); or
  - for any other Living Cover Event – at the date of the relevant Living Cover Event.

### Financial Planning benefit

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

The Financial Planning benefit is subject to the following conditions:

- each financial adviser providing and charging for financial planning advice must be properly authorised and approved by us;

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

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

## Optional benefits

### Expenses cover

You have the option to add Expenses cover to your Bendigo SmartCover plan.

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

If you have:

- Top, you are covered for both Sickness and Accident events.
- Mid or Basic, you are covered for Accident events only.

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

We will pay you your Expenses cover monthly benefit:

- if you are Totally Disabled for the entire Waiting Period,
- if you continue to be Totally Disabled following the Waiting Period; and
- in addition to any Life cover or Living cover benefit we may pay you (including for the same event).

We will continue to pay you each month until the earliest of:

- you are no longer Totally Disabled;
- your death;
- the Policy Anniversary Date after you turn 65; or
- the expiry of your chosen Benefit Period.

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

Any Expenses cover benefit payments we make will not affect how much can be claimed under Life cover or Living cover.

### Definition of Total Disability

There are two definitions of Total Disability:

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

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

If at the time of application you are:

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

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

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

Please refer to the definitions of Total Disability on page 53 for more details.

### Recurring Disability

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

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

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

### Children's cover

You have the option to add Children's cover to your Bendigo SmartCover plan.

Children's cover pays a lump sum benefit if your insured child suffers a Children's Trauma Event, and pays a Final Expenses benefit in the unfortunate event of the child's death.

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

## Children's Trauma Events

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

Please refer to the "Definitions" section of this PDS on pages 39 to 51 for full definitions of these conditions.

### Some conditions apply to the payment of a Children's cover benefit.

A benefit for a Children's Trauma Event will only be paid if your insured child survives more than 14 days from the occurrence of the Children's Trauma Event. If your insured child dies within 14 days of a Children's Trauma Event, or from a cause that is not a Children's Trauma Event, only the Final Expenses benefit will be paid. You can only be paid a Children's cover benefit once for each insured child.

The time at which a Children's Trauma Event will be deemed to have occurred is:

- for a Children's Trauma Event which requires a diagnosis – at the date of diagnosis;
- for a Children's Trauma Event which involves a medical procedure – at the date that the Children's Trauma Event which the procedure is intended to address was first diagnosed (provided the procedure is subsequently undertaken); or
- for any other Children's Trauma Event – at the date of the relevant Children's Trauma Event.

## What you're not covered for

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

### Exclusions on all covers

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

Participating in any aerial activity (except as a fare paying passenger in a fixed wing, motorised aircraft owned and operated by a licensed airline or charter company) or in any motorised sport in any capacity.

War (whether declared or not), any acts of terrorism, riots or civil commotion.

The direct or indirect effects of alcohol or drug misuse or any illicit drug use.

Injury or Sickness which arises from a condition which first occurs, or where symptoms leading to the condition first occur or are diagnosed or first became apparent before the Policy Commencement Date, Policy Reinstatement Date or for any requested increase in the Sum Insured, the date of that increase on the amount of that increase.

As a direct or indirect result of carrying out the duties of your occupation, if your occupation involves:

- working underground, offshore or above 10 metres from the ground;
- underwater diving;
- working with explosives;
- working as a professional sports person or coach; or
- employment in the armed forces.

### Exclusions on Life cover only

Deliberately self-inflicted Injury or Sickness, including suicide and attempted suicide in the first 13 months from the Policy Commencement Date, Policy Reinstatement Date or, where there is a requested increase in the Sum Insured, from the date of that increase on the amount of the increase.

Where you are covered for Accident only, death occurring more than 90 days after the Accident.

### Exclusions on Living and Expenses covers only

Deliberately self-inflicted Injury or Sickness, including attempted suicide.

Participating in abseiling, mountaineering, football (all codes), long distance sailing, martial arts (except Tai Chi), trail bike riding, scuba diving, hang gliding, parachuting, non-motorised aviation activities or any hazardous recreational activities of a competitive nature (including but not limited to engaging in speed or time trials).

### Exclusions on Expenses cover only

Injury suffered in an area listed by the Department of Foreign Affairs and Trade (DFAT) as "Do not travel".

Sickness occurring within 90 days of the Policy Commencement or Reinstatement Date or, where there is a requested increase in the Sum Insured, from the date of that increase on the amount of the increase.

As a result of normal pregnancy, terminating a pregnancy or giving birth (including any associated conditions).

Mental Illness, including any condition which is directly or indirectly contributed to, caused by or aggravated by Mental Illness.

### Exclusions on Children's cover only

Death, Injury or Sickness which is:

- deliberately self-inflicted, including suicide and attempted suicide;
- intentionally caused by the Child Insured's parent, guardian or relative or someone who lives with or supervises the Child Insured;
- resulting from a congenital condition; or
- suffered within the first 90 days of the Policy Commencement Date, Policy Reinstatement Date or for any requested increase in the Sum Insured, the date of that increase on the amount of that increase.

# How your Policy works

## Who can be covered under the Policy?

A maximum of two adult lives can be insured under one Policy. The adults that can be insured are as follows:

- the Policy Owner (primary Life Insured);
- the Partner or an adult Relative of the Policy Owner (secondary Life Insured).

For Children's cover you can also have up to ten children (Children Insured).

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

## When does your cover start and stop?

Your cover will start on the date we notify you that we have accepted your application. This is known as your Policy Commencement Date. As long as you continue to pay your full premium instalments when due, and subject to the terms of your Policy, your cover will continue regardless of changes to your health, occupation and pastimes until the Expiry Date.

We will send you a Policy Schedule which will outline your accepted benefits, Sum Insured, Policy Commencement Date and each cover's Expiry Date.

Your cover will cease on the earliest of:

- your death;
- payment of your Life cover benefit;
- for the secondary Life Insured, the Policy Owner's ceasing cover for any reason (unless ownership has passed to the secondary Life Insured);
- the Expiry Date, which is the Policy Anniversary Date on or immediately after your:
  - 99th birthday for Life cover;
  - 75th birthday for the Loss Of Independence Living Cover Event; and
  - 65th birthday for all other cover;

- you ceasing to be an Australian citizen or permanent resident or a New Zealand citizen residing in Australia;
- the cancellation of your cover at the Policy Owner's request; and
- the cancellation of your cover by us due to non-payment of premiums or if the eligibility requirements have not been met or as otherwise permitted by law.

For Children's cover, cover for each Child Insured will cease on the earliest of:

- the Child Insured's death;
- payment of the Child Insured's benefit;
- the Policy Owner's ceasing cover for any reason (unless ownership has passed to the secondary Life Insured);
- the Expiry Date, which is the Policy Anniversary Date on or immediately after the Child Insured's 18th birthday;
- the Child Insured ceasing to be an Australian citizen or permanent resident or a New Zealand citizen residing in Australia;
- the cancellation of the Child Insured's cover at the Policy Owner's request; and
- the cancellation of the Child Insured's cover by us due to non-payment of premiums or if the eligibility requirements have not been met or as otherwise permitted by law.

## If you change your mind – the cooling-off period

Should you change your mind after you become a Policy Owner, you have a 30 day cooling-off period, where you can cancel your Policy and receive a full refund of premiums paid.

The cooling-off period starts from the earliest of the date you receive your Policy documents from us (including this PDS) or the end of the fifth day after we send these documents to you.

To cancel your Policy within the cooling-off period, please contact the Bendigo Life Customer Service team by:

- emailing [customerservice@bendigolife.com.au](mailto:customerservice@bendigolife.com.au) or phoning 1800 104 338; or
- writing to Bendigo Life Customer Service  
PO Box 1192, Chatswood NSW 2057

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

## Changes to your cover amount

The benefit we pay you is limited to the Sum Insured at the Disablement Date. Any changes to your Sum Insured while we are paying your benefit will not affect the amount of the benefit we pay.

### Benefit indexation

Your Sum Insured will automatically increase each year by 5% on the Policy Anniversary Date. Your premium will be adjusted to allow for the higher Sum Insured and age at the time.

The amount of increases under benefit indexation is not limited – so your Sum Insured may increase to be more than the maximum Sum Insured we usually allow.

The Policy Owner can reject a benefit indexation increase by contacting us. The rejection must be received by us prior to the Policy Anniversary Date on which the increase would apply. The rejection will apply to each Life Insured under the Policy. If you reject the benefit indexation increase two years in a row, the indexation increase facility will be removed and not offered again.

If the Policy Owner doesn't want cover to increase annually via benefit indexation, they can request a permanent cancellation of benefit indexation by writing to us. Benefit indexation will then be removed from the Policy on the next Policy Anniversary Date. The cancellation will apply to each Life Insured under the Policy and once removed, reinstatement of benefit indexation will not be permitted.

Where there is more than one Life Insured on the same Policy, benefit indexation is applied to all Lives Insured in the same way. So if benefit indexation is rejected or cancelled, it will be cancelled for all Lives Insured under the Policy.

Benefit indexation is not applicable on Children's cover.

### labelling, decreasing or increasing your cover

The Policy Owner may cancel, decrease or increase your cover at any time. If premiums are paid fortnightly or monthly, we will cancel or change your cover from the end of the fortnight or month for which the cover has

already been paid. If premiums are paid annually, we will cancel or change your cover from the next monthly anniversary of your Policy Commencement Date, and refund any excess premiums or require extra premiums (as applicable) from that time.

Any increase in your cover (apart from benefit indexation) will be subject to underwriting and acceptance by us. We will limit your maximum Sum Insured to the maximum amount available based on your age.

Any decrease in your cover will be subject to the minimum Sum Insured, as well as any minimum premium requirements (see “Premiums and charges” below).

To cancel, decrease or increase your cover, please contact the Bendigo Life Customer Service team on 1800 104 338.

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

### **Cover reinstatement**

If the Policy Owner cancels or decreases your cover, the cancelled or decreased cover can only be reinstated at a later time if we agree.

If the Policy lapses (see “If the Policy premiums aren’t paid” below), we will send the Policy Owner a letter confirming that they have an additional 30 days in which to reinstate cover without requiring underwriting and our acceptance. We are not otherwise bound to accept any requests to reinstate cover, and any such requests are subject to underwriting and acceptance by us.

If cover is reinstated, we won’t pay for any claims that occur between the date cover ceased and the Policy Reinstatement Date.

## **Premiums and charges**

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

We will notify the Policy Owner of the premium applicable to the Policy. It is the Policy Owner’s responsibility to pay the premium for all Lives Insured under the Policy.

Your premium amount will depend upon the plan you choose, the Sum Insured of your cover, your payment frequency, whether that cover automatically increases by 5% each year, your health history, your age, gender and smoking status and any discounts that apply. If you chose the optional Expenses, your premium will also depend on your employment situation, occupation type, hours worked and work location. We may charge a minimum premium, or require your cover to be at a level sufficient to meet the minimum premium.

Your premium is based on the information provided about you at application and includes government charges such as stamp duty and taxes.

The level of cover used to determine your premium for Living cover is 30% of your Life cover Sum Insured. The level of cover used to determine your premium for Expenses cover is 1% of your Living cover Sum Insured, per month. So, after you are paid a Living cover or Expenses cover benefit, the level of cover used to determine your premium will be unchanged.

Your premium is guaranteed from one Policy Anniversary Date to the next. We may vary your premium each year at your Policy Anniversary Date, for example in line with your age and any automatic increases in cover that apply.

The Policy Owner can pay the premiums on a fortnightly, monthly or annual basis by credit card or by direct debit from a bank account. If payment is by direct debit, the payment arrangement will be governed by the terms of the Direct Debit Request Service Agreement, which is attached to this PDS.

### **If the Policy premiums aren’t paid**

If the Policy’s premiums aren’t paid within 60 days of the due date (or within 30 days if premiums are paid fortnightly), the Policy will lapse and you won’t be covered for any period for which premiums have not been paid.

### **Changes to fees and charges**

We retain the right to vary any fees and charges, including premiums, at our discretion. Any change, except changes due to taxes and imposts, will be advised to the Policy Owner in accordance with the law. This Policy will not be singled out for an increase in fees or charges.

## Taxation and imposts

Based on our interpretation of the current tax laws, we expect that Bendigo SmartCover premiums would not generally be tax deductible and benefits paid under the Policy would not be treated as income for tax purposes. The tax treatment of your Policy will ultimately depend on your individual circumstances, changes in tax law and the views of the ATO. You should seek professional tax advice in this respect, if necessary.

Where we are, or believe we will become, liable for any tax or other imposts levied by any Commonwealth or State government, authority or body in connection with this Policy, we may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits) under this Policy in the manner and to the extent we determine to be appropriate to take account of the tax or impost.

## If you need to make a claim

### How the claims process works

If you believe an Insured has suffered a claimable event, we need to be notified within 30 days (or as soon after that as reasonably possible).

To make a claim:

1. Call or email us for a claim form:  
Phone: 1800 104 338  
Email: [claims@bendigolife.com.au](mailto:claims@bendigolife.com.au)
2. Mail your completed claim form to:  
Claims Team, Bendigo Life Customer Service  
PO Box 1192, Chatswood NSW 2057

### Things to note

To process the claim we may need additional information. We may ask for medical evidence, documents or other information (which in some cases may need to be provided by an appropriate Medical Practitioner), for which the person making the claim may have to pay. Once we have received all relevant information and the claim has been approved by us, the Insured's benefit will be paid. Any benefit paid will be paid in arrears.

We will not pay a benefit:

- if the Policy has lapsed; or
- if a claim is fraudulent in any way (and the Policy Owner will need to repay it if it has already been paid in part or full).

### Who receives the benefit

If we pay a claim, we will determine who receives the benefit as follows.

- On the death of the primary Life Insured, the Life, Final Expenses and Financial Planning benefits will be paid in the following order:
  - any beneficiaries nominated by the Policy Owner;
  - the secondary Life Insured (if there is one);
  - the Policy Owner's estate.
- On the death of the secondary Life Insured, the Life, Final Expenses and Financial Planning benefits will be paid to the Policy Owner.
- The Terminal Illness, Living cover, Expenses cover and Financial Planning (apart from on death) benefits will be paid to the applicable Life Insured.
- The Children's cover benefit will be paid to the Policy Owner.

## Other Policy terms and conditions

### Benefit limitations

We may limit the total amount we pay under the policies covering you in two ways:

1. if you are covered under more than one Bendigo SmartCover Policy, we may limit the total Sum Insured under all policies to the maximum Sum Insured available for your age when we first cover you, as set out in the "What you're covered for" section of this PDS on pages 6 to 9; and
2. if you are covered under more than one insurance policy issued by us, we may limit the Sum Insured under this Policy so that your total Sum Insured under all insurance policies issued by us does not exceed \$2 million in total.

If we limit cover for these reasons, we will refund premiums for the reduced portion of the Sum Insured on a pro-rata basis. The limit will not be applied to Sum Insured amounts in excess of the maximum Sum Insured due to indexation increases.

### **Changing your Personal Information**

Please let us know straight away if you change your contact details or if there's any other change which may require an alteration to your Policy, by emailing us at [customerservice@bendigolife.com.au](mailto:customerservice@bendigolife.com.au) or calling us on 1800 104 338.

### **Transferring your Policy**

If the Policy Owner's cover is cancelled or ceases, the Policy can be transferred to the secondary Life Insured (if applicable and subject to relevant regulatory requirements). At any other time, the Policy Owner may request that a secondary Life Insured be transferred to their own separate Policy. However, we will no longer provide a discount for having more than one person on the same Policy.

### **Applicable law**

This Policy is governed by the laws of the Australian State or Territory in which it was issued. Any dispute or action in connection to the Policy shall be conducted and determined in Australia.

### **Changes and updates**

We may improve the terms of Bendigo SmartCover and to the extent that the Policy Owner is not disadvantaged, these improvements may be added automatically to the Policy. We will notify the Policy Owner of any changes as required by law. Changes that are not materially adverse to the Policy Owner will be updated and made available at [www.bendigolife.com.au](http://www.bendigolife.com.au).

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

### **Currency**

All amounts under the Policy whether payable by us or by you are payable in Australian currency.

### **Economic sanctions**

Notwithstanding the terms of your Policy, we are subject to certain laws and economic sanctions (both local and international) which may prohibit us from completing some financial transactions and/or dealings with you or your beneficiaries.

### **Statutory fund**

Your Bendigo SmartCover Policy will be written in our Statutory Fund No. 1. This Policy does not share in any profits.

### **Guaranteed renewable**

Subject to the conditions that will end cover set out elsewhere in this PDS, your cover is guaranteed renewable on each Policy Anniversary Date, provided it is still in force (premiums are paid) at that date, regardless of any changes in your health, occupation or pastimes.

## **Other things to consider (Risks)**

There are risks associated with choosing insurance cover that you need to consider.

You may select an insurance product that does not meet your needs so you should make sure that you read this PDS to understand what is and isn't covered.

You may choose an amount of cover that's not right for you so you need to consider both your needs and the cost of the cover and you should seek advice if necessary.

If you apply for cover or later apply to increase or vary your cover, your age, health or circumstances may prevent you from being eligible so you should not cancel existing life insurance cover until new cover is in place.

Premiums may change over time, which may affect your capacity to keep paying your premiums on time. For more information please see the "How your Policy works" section of this PDS on pages 24 to 26.

## Who to contact

For enquiries about your Bendigo SmartCover Policy, please:

Email: [customerservice@bendigolife.com.au](mailto:customerservice@bendigolife.com.au)

Mail: Bendigo Life Customer Service, PO Box 1192,  
Chatswood NSW 2057

Phone: 1800 104 338

For complaints please:

Email: [complaints@bendigolife.com.au](mailto:complaints@bendigolife.com.au)

Mail: Bendigo Life Complaints Manager, PO Box 1192,  
Chatswood NSW 2057.

We will promptly investigate your complaint, referring it if necessary to our Internal Dispute Resolution Committee and it should be resolved within 45 days. In special circumstances it may take longer to resolve, in which case we will advise you.

If you are not satisfied with our response you can lodge your complaint with the Financial Ombudsman Service, by contacting:

Financial Ombudsman Service Limited

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

Mail: GPO Box 3, Melbourne VIC 3001

Phone: 1300 780 808

## Your information

### Your duty of disclosure

If you are the Policy Owner, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and any other Life Insured and on what terms.

You have this duty until we agree to insure you, and also before you extend, vary or reinstate the Policy.

You do not need to tell us anything that:

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

For contracts of insurance entered into, renewed, extended, varied or reinstated from 28 December 2015, if you are a Life Insured (other than the Policy Owner), any failure by you to tell us this information may be treated as a failure by the Policy Owner to comply with this duty of disclosure.

### If you do not tell us something

If you are the Policy Owner, and you do not tell us anything you are required to, and we would not have insured you if you had told us, we may avoid the contract within 3 years of entering into it.

If we choose not to avoid the contract, we may reduce the amount you have been insured for, based on a statutory formula. (We may only exercise this right within 3 years of entering into the Policy if it provides death cover.)

If we choose not to avoid the Policy or reduce the amount you have been insured for, if your Policy does not provide death cover, we may vary the contract in a way that places us in the same position we would have been in if you had told us everything you should have.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

We may apply these rights separately to each type of cover that we consider could form a separate policy.

## How we handle your information

We are part of the AIA Group. We are bound by privacy principles which apply to private sector organisations under the Privacy Act 1988 (Cth), and other laws which protect your privacy.

Details about how we use your Personal Information and your rights are contained in our Privacy Policy. This section of the PDS summarises our Privacy Policy as at the date of this PDS. Please ensure that you refer to the most up-to-date version of our Privacy Policy at [www.aia.com.au](http://www.aia.com.au). To the extent that this section of the PDS is inconsistent with the Privacy Policy on the website, the latter prevails. We reserve the right to review and amend the Privacy Policy for any reason and to make the updated version available on the Website, which you should check periodically. If you have any questions about the AIA Australia Privacy Policy, or have difficulty accessing the Privacy Policy on the Website, please call AIA Australia on 1800 333 613.

### Collection of Personal Information

We collect Personal Information when you contact us, make an enquiry or use or request our products or services. We collect (amongst other things) information provided by you in any application forms or other information submitted in respect of your insurance or membership, transactional information when using cards and other facilities in respect of your membership, insurance or other product application information (including health, family and beneficiary information), insurance claims information and payment information, some sensitive and health and medical-related information, information about your name and contact details, identifying information (e.g. date of birth), demographic characteristics (e.g. gender), health, occupation and pastimes, financial information and payment details. We may collect this information from you

when you fill out an application form or statement, or when we are dealing with you over the telephone or the internet.

We are required or authorised to collect your Personal Information under various laws including the Life Insurance Act, Insurance Contracts Act, Corporations Act, Anti-Money Laundering and Counter-Terrorism Financing Act, Crimes Act (Vic), Crimes Act (NSW), Criminal Law Consolidation Act (SA) and the Criminal Codes of Queensland, Tasmania, WA, NT, ACT and the Commonwealth. We may take steps separate to this Privacy Policy to ensure you are aware of any other relevant laws.

We may also monitor and record your communications with us. We collect Personal Information directly from you as well as from third parties (including information service providers, partners, affiliates and related companies, joint venture partners and business partners in co-branded activities, public sources, the Bendigo and Adelaide Bank Group), your financial planner or adviser, the distributor of your Policy, your employer or employer's adviser, financial institutions you nominate, your health professional or accountant, or any other party with which we have an arrangement for the promotion and sale of products offered or distributed by us and anyone acting on your behalf. We may take steps to verify information collected and to confirm this information is up to date.

Where you provide us with Personal Information about someone else you must have their consent to provide their Personal Information to us based on our Privacy Policy.

If you visit [www.aia.com.au](http://www.aia.com.au), or any other websites, portals or smart phone/tablet applications where this Privacy Policy is made available, as well as facilities, tools or utilities offered (collectively the Website) to read, browse or download information, our system may record information such as the date and time of your visit to the Website, the pages accessed and any information downloaded. This information is used for statistical, reporting and website administration and maintenance purposes.

Like many other websites, the Website may use 'cookies' from time to time. A cookie is a piece of information that allows our system to identify and interact more effectively

with your device. The cookie helps us to maintain the continuity of your browsing session and remember your details and preferences when you return. You can configure your web browser software to reject cookies however some parts of our website may not have full functionality in that case.

When we send you emails or other electronic messages, we may record where you open the message and click on particular links. This helps us to better understand what information is of interest to you.

In some cases third parties may use cookies and other technologies such as web beacons and JavaScript on our Website in connection with online services like banner advertising, website analytics and surveys.

### **Use and disclosure of your Personal Information**

We collect, use and disclose your Personal Information for purposes set out in our Privacy Policy, including to process your application, for underwriting purposes, the assessment and processing of claims and any other administration relevant to our insurance policies, for our internal purposes to manage our business, to meet our legal obligations and protect our interests, to communicate with you, to conduct research and development relevant to our products and services, for statistical, prudential and actuarial purposes, and to investigate and manage improper conduct such as non-disclosure or fraud, as well as other purposes which we may notify to you. If you are unwilling to provide us with the information we need then we may not be able to do these things, for example, we may not be able to provide you with insurance cover or other services or process your claim.

We, and other members of the AIA Group, may also use your Personal Information to provide marketing communications that may be of interest to you on an ongoing basis by telephone, electronically and other means. If you do not wish to receive these direct marketing communications please indicate this where prompted (e.g. in an application form or by following unsubscribe instructions in the communications themselves) or by contacting us as set out below.

Your Personal Information may be made available to third parties, including those described in this PDS and in our Privacy Policy, such as members of the Bendigo and Adelaide Bank Group and those who provide services to us such as (without limitation) health, insurance, reinsurance, archival, customer contact, claims assessment, data, information, IT, research, investigative and professional services. We may also disclose Personal Information to law enforcement agencies or government authorities where disclosure is required by law or where we agree to the disclosure.

Some of the third parties to whom we may disclose Personal Information (as described in this section and our Privacy Policy) may be located in other countries and you agree that while they will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws. You also acknowledge that Australian Privacy Principle 8.1 (which relates to cross border disclosures) will not apply to the disclosure and we will not be accountable for those overseas parties under the Privacy Act and you may not be able to seek redress under the Privacy Act. The countries may include the United States, South Africa, countries in Europe and Asia and other countries including those set out in our Privacy Policy.

### **Accessing and updating your Personal Information**

You have the right to access the Personal Information we hold about you, and can request the correction of your personal data if it is inaccurate, incomplete or out of date. Requests for access or correction should be directed to our Compliance Manager (see 'Questions or concerns' below) or as described in the 'Changing your Personal Information' section of this PDS on page 28, as applicable.

In some circumstances, we may not permit access to or correction of your Personal Information where, for example, such access or correction would be unlawful or denying access is authorised by law.

## Questions or concerns

If you have any questions or concerns about your Personal Information, please contact our Compliance Manager at:

The Compliance Manager  
AIA Australia Limited  
PO Box 6111, St Kilda Road Central VIC 8008  
Phone 1800 333 613

If you have a complaint about our handling of your Personal Information, you should submit it in writing to the Compliance Manager at the address specified above. We have established an internal dispute resolution process for handling customer complaints (including matters involving compliance with privacy laws). This dispute resolution mechanism is designed to be fair and timely to all parties and is free of charge. Our Internal Disputes Resolution Committee will handle any escalated complaints that cannot be addressed at an operational level. We will aim to resolve your complaint within 45 days of receipt.

If your complaint is not resolved to your satisfaction by our internal dispute resolution process, you may take your complaint to the Information Commissioner, who can be reached at:

Office of the Australian Information Commissioner  
GPO Box 5218, Sydney NSW 2001  
Phone: 1300 363 992 | Web: [www.oaic.gov.au](http://www.oaic.gov.au)

For further information about our privacy practices, access and complaints procedures, please refer to our Privacy Policy at [www.aia.com.au](http://www.aia.com.au).

## Definitions

**Accident** means a physical Injury which is caused solely and directly by violent, external and unexpected means and that is not traceable, even indirectly, to the Insured's state of mental or physical health before the event. Injury directly resulting from medical or surgical treatment will not constitute an 'Accident'.

**Accidental HIV Infection** means infection with the human immunodeficiency virus (HIV) acquired by accident or violence during the course of the Life Insured's normal occupation or through the medium of a blood transfusion, transfusion of blood products, organ transplant, assisted reproduction technique or other medical procedure or operation performed by a doctor or at a recognised medical facility. Sero-conversion evidence of the HIV infection must occur within six months of the accident.

HIV infection transmitted by any other means, including but not limited to sexual activity or non-medical intravenous drug use, is not Accidental HIV Infection under this Policy.

Any accident giving rise to a potential claim must be reported to us within 30 days and be supported by a negative HIV antibody test taken within seven days after the accident. We must be given access to test independently all blood samples used, if we require. We retain the right to take further independent blood tests or other medically accepted HIV tests.

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

- *Bathing and/or showering* which means the ability of the Insured to wash themselves either in the bath or shower or by sponge bath without the standby assistance of another person. The 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.
- *Dressing and undressing* which means the ability of the Insured 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 standby assistance of another person. The 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.

- *Eating and drinking* which means the ability of the Insured to get nourishment into the body by any means once it has been prepared and made available to the Insured without the standby assistance of another person.
- *Using a toilet to maintain personal hygiene* which means the ability of the Insured 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 standby assistance of another person. The Insured will be considered able to toilet themselves even if he or she has an ostomy and is able to empty it themselves, or if the Insured uses a commode, bedpan or urinal, and is able to empty and clean it without the standby assistance of another person.
- *Getting in and out of bed, a chair or wheelchair, or moving from place to place by walking, wheelchair or with the assistance of a walking aid* which means the ability of the Insured to move in and out of a chair or bed without the standby assistance of another person. The 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 motorised devices is used.

**Alzheimer's Disease** means the diagnosis of Alzheimer's disease as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment.

Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

**Aplastic Anaemia** means permanent bone marrow failure that results in anaemia, neutropenia and thrombocytopenia requiring treatment by at least one of the following:

- blood product transfusion;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

**Bacterial Meningitis** means the diagnosis of the Life Insured with bacterial meningitis. The meningitis must produce neurological deficit causing permanent and significant functional impairment. 'Significant functional impairment' shall mean that the Life Insured is either:

- totally and permanently unable to perform any one of the Activities Of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in Guides to the Evaluation of Permanent Impairment (Guides) 5th edition, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist. Bacterial meningitis in the presence of HIV infection is excluded. All other forms of meningitis, including viral, are excluded.

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

**Benign Brain Tumour** means a non-cancerous tumour on the brain or spine giving rise to symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory or motor skills impairment. The tumour must result in permanent neurological deficit, resulting in the Life Insured either:

- being totally and permanently unable to perform any one of the Activities Of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in Guides to the Evaluation of Permanent Impairment (Guides) 5th edition, American Medical Association.

The presence of the underlying tumour must be confirmed by imaging studies such as CT scan or MRI.

Cysts, granulomas, cholesteatomas, malfunctions in or of the arteries or veins of the brain, haematomas and tumours in the pituitary gland are not covered.

Diagnosis must be confirmed by a consultant neurologist.

**Blindness** means that as a result of disease or accident and 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) combination of visual defects results in the same degree of vision impairment as that occurring in (a) or (b) above.

**Blindness In One Eye** means that as a result of disease or accident and as certified by an ophthalmologist, the visual acuity on the Snellen Scale after correction by suitable lenses is less than 6/60 in one eye.

**Cancer** means the presence of one or more malignant tumours including leukaemia, lymphomas and Hodgkin's disease characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.

The following cancers are not covered:

- melanomas of less than 1.5mm maximum Breslow thickness and which are also less than Clark Level 3 depth of invasion as determined by histological examination;
- all hyperkeratoses or basal cell carcinomas of the skin;
- all squamous cell carcinomas of the skin unless there has been a spread to other organs;
- low level prostatic cancers:
  - which are histologically described as TNM Classification T1a or T1b or lesser classification;
  - which are characterised by a Gleason score less than 7; and
  - for which appropriate and necessary 'major interventionist treatment' has not been performed specifically to arrest the spread of malignancy. 'Major interventionist treatment' includes removal of the entire prostate, radiotherapy, chemotherapy, hormone therapy or any other similar interventionist treatment.
- chronic lymphocytic leukaemia less than Rai Stage 1; and
- 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 which are classified as FIGO Stage 0, or which have a TNM classification of Tis. 'FIGO' refers to the staging method of the International Federation of Gynaecology and Obstetrics.

\* Carcinoma In Situ of the breast is covered if it results directly in the removal of the entire breast or requires surgery and radiotherapy specifically to arrest the spread of malignancy and this procedure is considered

the appropriate and necessary treatment as confirmed by an appropriate specialist acceptable to us.

**Cancer Event** means one of the "Living Cover Events" relevant to your plan listed under "Cancer" in the "Type" column in the table under the heading "Living Cover Events" in the "Living cover" section of this PDS on pages 10 to 13.

**Carcinoma In Situ** means a primary uncontrolled growth of cells that remains in the original location and has not invaded or destroyed neighbouring tissues nor penetrated the basement membrane. The Carcinoma In Situ must be confirmed by histopathology.

Staging of Carcinoma In Situ is based on FIGO (International Federation of Gynecology and Obstetrics) classification or TNM classification and must be confirmed by a biopsy.

**Carcinoma In Situ (Female)** means Carcinoma In Situ of the:

- vagina, ovary, vulva or fallopian tube where the tumour must be classified as TIS according to the TNM staging method or FIGO Stage 0;
- cervix-uteri with a grading of either TNM stage TIS or CIN 3 or above; or
- breast where no mastectomy is performed.

**Carcinoma In Situ (Male)** means Carcinoma In Situ of the penis or testicle where the tumour must be classified as TIS according to the TNM staging method.

**Cardiomyopathy** means a condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment i.e. Class III on the New York Heart Association classification of cardiac impairment.

The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Child/ren Insured** means the dependent biological, legally adopted or step child/children of the Policy Owner or the Policy Owner's Partner who You have nominated and We have listed for cover on the Policy Schedule.

**Children's Trauma Event** means an event listed under the heading "Children's Trauma Events" in the "Children's cover" section of this PDS on pages 17 to 18.

**Chronic Kidney Disease** means end stage renal failure, which presents as chronic irreversible failure of both kidneys to function, as a result of which regular renal dialysis is initiated or renal transplantation performed.

**Chronic Liver Disease** means end stage liver failure, together with two of the following conditions:

- permanent jaundice;
- ascites; and
- hepatic encephalopathy.

**Chronic Lung Disease** means end stage respiratory failure requiring permanent oxygen therapy with FEV 1 test results consistently showing less than one litre.

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.

**Cognitive Impairment** means a deterioration or loss in the Life Insured's intellectual capacity which requires another person's assistance or verbal cueing to protect themselves as measured by clinical evidence and standardised tests which reliably measure the impairment in the following areas:

- short or long term memory;
- orientation as to person (such as personal identity), place (such as location), and time (such as day, date and year);
- deductive or abstract reasoning.

**Coronary Artery Angioplasty** means the actual undergoing of either:

- balloon angioplasty;
- insertion of a stent;
- atherectomy; or
- laser therapy

to correct a narrowing or blockage of three or more coronary arteries, within the same procedure. Angiographic evidence, indicating obstruction of the coronary arteries is required to confirm the need for this procedure. The procedure must be considered necessary by a cardiologist to correct or treat coronary artery disease.

**Coronary Artery Angioplasty (Minor)** means the actual undergoing of either:

- balloon angioplasty;
- atherectomy; or
- laser therapy

to correct a narrowing or blockage of two coronary arteries, or the insertion of more than two stents (regardless of the number of coronary arteries involved), within the same procedure. Angiographic evidence, indicating obstruction of the coronary arteries is required to confirm the need for this procedure. The procedure must be considered necessary by a cardiologist to correct or treat coronary artery disease.

**Coronary Artery By-pass Surgery** means the undergoing of coronary artery by-pass surgery that is considered necessary to treat coronary artery disease causing inadequate myocardial blood supply. Surgery does not include angioplasty, intra-arterial procedures or non-surgical techniques.

**Coronary Event** means one of "Living Cover Events" relevant to your plan listed under "Coronary" in the "Type" column in the table under the heading "Living Cover Events" in the "Living cover" section of this PDS on pages 10 to 13.

**Dementia** means the diagnosis of dementia as confirmed by a consultant neurologist or geriatrician resulting in significant cognitive impairment. Significant cognitive impairment means deterioration in the Life Insured's mini-mental state examination, or equivalent thereof, scores to 20 or less.

**Diplegia** means the total and permanent loss of function of both sides of the body due to spinal cord injury or disease, or brain injury or disease.

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

- consults a Medical Practitioner about the condition that is causing the Total Disability; or

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

**Encephalitis** means the unequivocal diagnosis of encephalitis by a consultant neurologist where the condition is characterised by severe inflammation of the brain substance resulting in permanent neurological impairment and has required hospitalisation of at least 7 consecutive days.

**Expiry Date** means in relation to a benefit, the date that cover for that benefit ceases, as set out in your Policy Schedule.

**Fracture** means a fracture of one of the following, requiring the application of a plaster cast or an immobilising device:

- collarbone (clavicle)
- forearm (radius and ulna)
- heel (calcaneous)
- jaw (maxilla and mandible)
- knee cap (patella)
- leg (tibia and fibula)
- pelvis
- shoulder bone (scapula)
- thigh (femur)
- upper arm (humerus)

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

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

**Heart Attack** means a definite diagnosis of a heart attack (myocardial infarction) as a result of coronary artery disease, resulting in the death of a portion of the heart muscle. This event must require hospitalisation and investigation in a coronary care or similar unit, within 72 hours of the heart attack. The diagnosis must be confirmed by a cardiologist and not as a result of a medical intervention or procedure.

**Heart Valve Surgery** means the actual undergoing of a procedure to replace or repair cardiac valves as a consequence of heart valve defects or abnormalities occurring after the Policy Commencement Date or Policy Reinstatement Date.

**Hemiplegia** means the total and permanent loss of function of one side of the body due to spinal cord injury or disease, or brain injury or disease.

**Hospitalisation** means the Life Insured:

- is admitted to hospital as an in-patient through the hospital's formal admission process;
  - is admitted to hospital to receive specialised care for their Mental Illness; and
- continually remains in hospital until discharged by a consultant psychiatrist.

Excluded from Hospitalisation is attendance at any residential care or support service facility.

**Injury** means a physical injury which occurs whilst the Policy is in force and which results solely and directly and independently of any other cause in disability. Injury directly resulting from medical or surgical treatment rendered necessary by the physical injury will not constitute an 'Injury'.

**Insured** means a Life Insured or a Child Insured.

**Intensive Care** means a Sickness or Injury has resulted in the Life Insured requiring continuous mechanical ventilation by means of tracheal intubation for ten consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital. Excluded from this definition is Intensive Care as a result of medically induced coma.

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

**Living Cover Event** means one of the "Living Cover Events" relevant to your plan listed in the table under the heading "Living Cover Events" in the "Living cover" section of this PDS on pages 10 to 13.

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

**Loss Of Independence** means:

- a condition as a result of Injury or Sickness, where the Life Insured is totally and irreversibly unable to perform at least two of the Activities Of Daily Living. The condition should be confirmed by a consultant physician;
- Cognitive Impairment; or
- Loss Of Use Of Limbs And/Or Sight.

The Life Insured would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six-month period, the Life Insured must, in our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

**Loss Of Speech** means the complete and irrecoverable loss of the ability to speak as a result of Injury or Sickness 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 And/Or Sight** means the total and irrecoverable loss by the Life Insured of any of the:

- use of both hands;
- use of both feet;
- use of one hand and one foot;
- use of one hand and the sight of one eye (as defined by Blindness in One Eye); or
- use of one foot and the sight of one eye (as defined by Blindness in One Eye).

**Loss Of Use Of Single Limb** means the total and irrecoverable loss by the Life Insured of any of the:

- use of one hand; or
- use of one foot.

**Major Head Trauma** means a head injury arising solely and directly as a result of an Accident and resulting in permanent neurological deficit, resulting in the Life Insured either:

- being totally and permanently unable to perform any one of the Activities Of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in Guides to the Evaluation of Permanent Impairment (Guides) 5th edition, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

**Major Organ Transplant** means having received, from a human donor, a medically necessary transplant involving one or more of the following organs: kidney, heart, liver, lung, bone marrow, pancreas and small bowel.

The full Sum Insured will be paid if the Life Insured has been placed on the Australian or New Zealand waiting list to receive a major organ transplant of the kind described above for the Major Organ Transplant Crisis Event and that the procedure is unrelated to any previous procedure or surgery undergone by the Life Insured.

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

**Mental Illness** means a mental health condition or disorder (including but not limited to depression, anxiety, stress or panic attacks), nervous disorder, chronic fatigue syndrome, fibromyalgia and pain syndromes.

**Motor Neurone Disease** means the unequivocal diagnosis of Motor Neurone Disease confirmed by a consultant neurologist.

**Multiple Sclerosis** means the unequivocal diagnosis of multiple sclerosis made by a consultant neurologist on the basis of confirmatory neurological investigation. There must be more than one episode of confirmed neurological deficit.

**Muscular Dystrophy** means the unequivocal diagnosis of muscular dystrophy, confirmed by a consultant neurologist.

**Other Serious Coronary Artery Disease** means the narrowing of the lumen of at least three coronary arteries by a minimum of 60%, as proven for the first time by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

**Out Of Hospital Cardiac Arrest** means cardiac arrest which is not associated with any medical procedure and is documented by an electrocardiogram, occurs out of hospital and is due to:

- cardiac asystole; or
- ventricular fibrillation with or without ventricular tachycardia.

**Paralysis** means:

- Diplegia
- Hemiplegia
- Paraplegia
- Quadriplegia

**Paraplegia** means the total and permanent loss of function of the lower limbs due to spinal cord injury or disease, or brain injury or disease.

**Parkinson's Disease** means the unequivocal diagnosis of idiopathic Parkinson's disease as confirmed by a consultant neurologist. All other types of Parkinsonism are excluded (e.g. secondary to medication).

**Partner** means a spouse, de facto spouse or person living in a bona fide domestic living arrangement, irrespective of gender, where one or each of them provides the other with financial support, domestic support and personal care.

**Permanent Employee** means the Life Insured:

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

**Personal Information** means 'personal information' and 'sensitive information' as those terms are defined in the Privacy Act 1988 (Cth).

**Pneumonectomy** means undergoing a surgical procedure in which an entire lung is removed due to underlying lung disease or disorder.

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

- this PDS;
- the Policy Schedule;
- the application for insurance, including any declaration and statements relating to the insurance and all information provided by you when applying for the Policy; and
- any special conditions, amendments or endorsements we issue to you.

**Policy Anniversary Date** means the anniversary of the Policy Commencement Date.

**Policy Commencement Date** means the date your cover commences. The Policy Commencement Date is set out in the Policy Schedule. In the event of reinstatement of the Policy, the Policy Commencement Date in respect of the reinstated Policy is the effective Policy Reinstatement Date.

**Policy Owner** means the person named as the Policy Owner in the Policy Schedule. This is the primary Life Insured on the Policy.

**Policy Reinstatement Date** means the date we agree to reinstate your Policy where requested by the Policy Owner. All premium arrears must be paid before a Policy can be reinstated.

**Policy Schedule** means the document entitled 'Policy Schedule' issued by us setting out the details of the insurance cover under the Policy.

**Psychiatric Hospitalisation** means the Life Insured undergoes Hospitalisation for a Mental Illness for at least 28 consecutive days, and:

- the Hospitalisation is recommended by a consultant psychiatrist on the basis that the treatment required by the Life Insured cannot be provided by any means except Hospitalisation;
- this is the first ever Hospitalisation of the Life Insured for that Mental Illness; and
- the Hospitalisation of the Life Insured did not occur in the first two years since the Policy Commencement Date, Policy Reinstatement Date or where there is a requested increase in the Sum Insured, the date of that increase for the amount of the increase.

**Prostate Cancer (Minor)** means where diagnosed by an appropriate specialist Medical Practitioner acceptable to us, the diagnosis of prostate cancer at a stage of T1a or T1b or lesser classification (using the TNM classification system).

**Pulmonary Arterial Hypertension (Primary)** means primary pulmonary hypertension associated with right ventricular enlargement established by cardiac catheterisation, resulting in significant irreversible physical impairment of at least Class III of the New York Heart Association classification of cardiac impairment.

Pulmonary Hypertension in association with chronic lung disease is specifically excluded.

Other forms of hypertension (involving increased blood pressure) are specifically excluded. The New York Heart Association classifications are:

Class I – no limitation of physical activity, no symptoms with ordinary physical activity.

Class II – slight limitation of physical activity, symptoms occur with ordinary physical activity.

Class III – marked limitation of physical activity and comfortable at rest, symptoms occur with less than ordinary physical activity.

Class IV – symptoms with any physical activity and may occur at rest, symptoms increased in severity with any physical activity.

**Quadriplegia** means the total and permanent loss of function of the lower and upper limbs due to spinal cord injury or disease, or brain injury or disease.

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

**Relative** means a person who is a:

- parent, grandparent, brother, sister, uncle, aunt, nephew or niece; or
- dependent biological, legally adopted or step child; of you or of your Partner.

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

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

**Severe Burns** means tissue injury caused by thermal, electrical or chemical agents causing third degree burns to: 20% or more of the body surface area as measured by the Lund and Browder Body Surface Chart;

- the whole of both hands, requiring surgical debridement and/or grafting;
- the whole of both feet, requiring surgical debridement and/or grafting;

- the whole of the skin of the genitalia, requiring surgical debridement and/or grafting; or
- the whole of the face, requiring surgical debridement and/or grafting.

**Severe Diabetes** means Diabetes Mellitus, either insulin or non-insulin dependent, as certified by a consultant Endocrinologist and resulting in at least two of the following criteria:

- severe diabetic retinopathy resulting in visual acuity (uncorrected and corrected) of 6/36 or worse in both eyes despite treatment;
- diabetic gangrene resulting in the need for surgical amputation and Loss of Digit\*;
- severe diabetic nephropathy causing chronic irreversible renal impairment as measured by a corrected creatinine clearance less than 28ml/min (CKD stage 4, International Chronic Kidney Disease classification);
- neuropathy including:
  - irreversible autonomic neuropathy resulting in postural hypotension, and/or motility problems in the gut with intractable diarrhoea.
  - Polyneuropathy leading to significant mobility problems due to sensory and/or motor deficits.

\*'Loss of Digit' means the surgical removal of a finger or toe from the hand or foot at the proximal interphalangeal joint.

**Severe Rheumatoid Arthritis** means the unequivocal diagnosis of severe rheumatoid arthritis by a consultant rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- at least a six week history of severe Rheumatoid Arthritis, which involves three or more of the following joint areas:
  - proximal interphalangeal joints in the hands;
  - metacarpophalangeal joints in the hands; and
  - metatarsophalangeal joints in the foot, wrist, elbow, knee, or ankle;
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone);
- typical rheumatoid joint deformity; and
- at least two of the following criteria:
  - morning stiffness;
  - rheumatoid nodules;
  - erosions seen on x-ray imaging;

- the presence of either a positive rheumatoid factor or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

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

**Skin Cancer (Minor)** means where diagnosed by an appropriate specialist Medical Practitioner acceptable to us, a:

- melanoma without ulceration and measuring less than 1.5mm in Breslow's depth of invasion and less than Clark Level 3 in depth of invasion; or
- cutaneous squamous cell carcinoma where the tumour is diagnosed as stage T3N0M0 under the TNM Classification system.

**Stroke** means an acute neurological event caused by a cerebral or subarachnoid haemorrhage, cerebral embolism or cerebral thrombosis, where:

- there is an acute onset of objective and ongoing neurological signs that last more than 24 hours, and
- findings on MRI, CT scan, or other reliable imaging techniques, demonstrate a lesion consistent with the acute haemorrhage, embolism or thrombosis.

Brain damage due to an accident, infection, reversible ischaemic neurological deficit, transient Ischaemic attack, vasculitis or an inflammatory disease is excluded.

**Sum Insured** means the agreed cover level for each insured benefit, as specified in the most recent Policy Schedule, endorsement letter or renewal certificate issued for this Policy.

**Surgery To The Aorta** means surgical repair to the aorta to correct any narrowing, dissection or aneurysm of the thoracic or abdominal aorta but does not include angioplasty, intra arterial procedures or other non-surgical techniques.

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

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

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

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

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

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

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

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

**Viral Encephalitis** means severe inflammation of the brain resulting in permanent neurological deficit resulting in the Life Insured either:

- being totally and permanently unable to perform any one of the Activities Of Daily Living; or
- suffering at least a 25% impairment of whole person function as defined in Guides to the Evaluation of Permanent Impairment 5th edition, American Medical Association.

Diagnosis must be confirmed by a consultant neurologist.

**Waiting Period** means the waiting period as stated on the Policy Schedule, and is the number of days at the beginning of a period of Total Disability, in respect of which no Total Disability benefit is payable. The Waiting Period begins on the Disablement Date.

The Benefit Period for Total Disability commences after the completion of the Waiting Period.

# Direct Debit Request Service Agreement

This is Your Direct Debit Request Service Agreement with AIA Australia Limited (ABN 79 004 837 861 AFSL 230043). It explains what Your obligations are when undertaking a Direct Debit arrangement with Us. It also details what Our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

## Definitions

For this Agreement only, the following definitions will apply.

**Account** means the Account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

**Agreement** means this Direct Debit Request Service Agreement between You and Us.

**Business 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 to Us is due.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the Direct Debit Request between Us and You.

**Us** or **We** means AIA Australia Limited (ABN 79 004 837 861) Direct Debit User ID 000142 (the Debit User) You have authorised by requesting a Direct Debit Request.

**You** means the customer who has signed or authorised by other means the Direct Debit Request.

**Your Financial Institution** means the financial institution nominated by You on the DDR at which the Account is maintained.

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

This PDS and the Bendigo SmartCover product described within it are issued by AIA Australia Limited ABN 79 004 837 861, AFSL 230043 (AIA Australia). AIA Australia is a subsidiary of the AIA Group, has been operating in Australia for over 40 years and is registered by the Australian Prudential Regulation Authority (APRA). AIA Australia takes full responsibility for the entirety of this PDS and can be contacted at PO Box 61111, St Kilda Road Central, VIC 8008 or on 1800 333 613.

Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL 237879 (Bendigo Bank) is a distributor of Bendigo SmartCover only and does not sell, issue or guarantee the product. Bendigo Bank has given its consent to the statements about it in the form and context in which they are included in this PDS. Bendigo Bank was not otherwise involved in the preparation of this PDS and is not otherwise responsible for any part of it. Bendigo Bank has not withdrawn its consent before the date of this PDS.

AIA Australia is not bound to accept your application. Cover is subject to AIA Australia accepting the application and the receipt of the required premium.

The information in this PDS is current at the date of issue. From time to time AIA Australia may change or update information that is not materially adverse by providing a notice of changes at [www.bendigolife.com.au](http://www.bendigolife.com.au). Alternatively, it can be provided to you in print form upon request. You will be advised of material changes or significant events as required by law.

Anyone making this PDS available to another person must provide them with the entire electronic file or printout. AIA Australia will also provide a paper or electronic copy of this PDS on request.

AIA Australia may pay commission or other payments to its business partners including Bendigo Bank and these will be included in your premium. You will not incur any additional costs for commission.

## 1. Debiting Your Account

1.1 By signing a Direct Debit Request or by providing Us with a valid instruction, You have authorised Us to arrange for funds to be debited from Your Account. 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 as authorised in the Direct Debit Request.

**or**

We will only arrange for funds to be debited from Your Account if We have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to Us and when it is due.

### **Except where:**

We have agreed to a temporary variation in accordance with Your instructions under clause 3 of this Agreement; or

A credit tribunal or other legal tribunal has instructed Us to vary the arrangement.

1.3 If the Debit Day falls on a day that is not a Business Day, We may direct Your Financial Institution to debit Your Account on the following Business Day.

If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.

## 2. Amendments 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 14 days written notice.

2.2 We reserve the right to cancel this Agreement if the first debit from Your Account is returned unpaid or two or more debit attempts are returned unpaid by Your Financial Institution.

## 3. Amendments by You

3.1 You may change\*, stop or defer a Debit Payment, or terminate this Agreement by providing Us with at least 14 days notification by:

writing to Bendigo Life Customer Service,  
PO Box 1192, Chatswood NSW 2057

or

telephoning Us on 1800 104 338 during business hours;

or

arranging it through Your own Financial Institution, which is required to act promptly on Your instructions.

\*Note: in relation to the above reference to 'change', Your Financial Institution may 'change' Your Debit Payment only to the extent of advising Us of Your new Account details.

## 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 and this Agreement. If there are insufficient clear funds in Your Account to meet a Debit Payment:

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.

## 5. Dispute

- 5.1 If You believe that there has been an error in debiting Your Account, You should notify Us directly on 1800 104 338 and confirm that notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively You can take it up directly with Your Financial Institution.
- 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 in writing 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 in writing.
- 5.4 Any queries You may have about an error made in debiting Your Account should be directed to Us in the first instance and, if We are unable to resolve the matter, You can refer such queries to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.

## 6. Accounts

- 6.1 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 have 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 Subject to clause 7.2, we will keep any information (including Your Account details) collected as part of 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 about You that we have collected as part of Your Direct Debit Request:
- (a) to the extent specifically required or permitted by law or under our privacy policy or procedures; 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 write to:
- Bendigo Life Customer Service  
PO Box 1192, Chatswood NSW 2057
- 8.2 We will notify You by sending a notice in the ordinary post or via email to the address You have given Us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third Business Day after posting.

Insured by:



ABN 79 004 837 861

AFSL 230043

553 St Kilda Road  
Melbourne VIC 3004

Distributor: Bendigo and Adelaide Bank Limited,  
The Bendigo Centre, Bendigo VIC 3550  
ABN 11 068 049 178 AFSL 237879