

# Combined Product Disclosure Statement and Financial Services Guides

Important information about  
nib Critical Illness

Issue date: 25 November 2019

**nib**

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## **About this document**

This document is designed to help you decide whether to buy nib Critical Illness, a life insurance product. It comprises the Product Disclosure Statement (PDS) and Financial Services Guides (FSG).

The information in this document is general information only, which means it doesn't take into account your individual objectives, financial situation or needs. You should consider how appropriate this product is with regard to your objectives, financial situation and needs and carefully read the PDS before making a decision to buy or continue to hold this product.

The PDS sets out all of the terms and conditions of your Cover. If you take out Cover, you will receive a Cover Statement which sets out your personal details. Please read the PDS and Cover Statement carefully to understand how your Cover operates and to ensure all of your details in the Cover Statement are correct. Please keep a copy of these documents in a safe place, as together with your application they form the terms of your insurance coverage.

## **Changes to this document**

The information in this PDS is current as at the date of issue. From time to time we may change or update information that is not materially adverse by way of a website update at [nib.com.au](http://nib.com.au). If you'd like a free printed copy of the updated information, please contact us on **1800 270 882**.

## **About the issuer of this product and the PDS**

TAL Life Limited ABN 70 050 109 450, AFSL 237848 (TAL Life) of Level 16, 363 George Street, Sydney NSW 2000 is the issuer of this product and PDS. TAL Life is responsible for the PDS and also responsible for the operation of this product including ongoing administration, collecting premiums, assessing claims and payment of benefits relevant to the respective cover TAL Life has issued. Neither nib, nor any of its employees, agents or other representatives, guarantee or accept liability or are otherwise responsible for this product.

## **About the distributor of this product and issuer of the TAL Direct FSG**

TAL Direct Pty Limited ABN 39 084 666 017, AFSL 243260 (TAL Direct) is the distributor of this product and is the issuer of the TAL Direct FSG. TAL Direct has appointed nib life pty ltd ABN 91 003 037 625 (nib) as an authorised representative, authorised representative number 321683.

TAL Life and TAL Direct are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies (TAL).

## **About the Policy Owner of this product and issuer of the Perpetual FSG**

Perpetual Trustee Company Limited ABN 42 000 001 007, AFSL 236643 (Perpetual) is the Policy Owner of the Group Policy. Perpetual acts as a bare trustee, holding Cover for each Life Insured under the Group Policy.

Perpetual's role is further described in Section 7 and a copy of its FSG is in Section 10.

## About the Life Insured

You're the Life Insured and/or the Primary Cover Holder if you decide to buy this product and will have Cover under the Group Policy. If the Group Policy between TAL Life and the Policy Owner is cancelled, your coverage under the Group Policy, as the Life Insured will end.

The Primary Cover Holder is the person who makes the decision to buy this life insurance product for themselves or another person. The Primary Cover Holder has the authority to: add or remove a Life Insured; update contact details; change the premium payment method or frequency; suspend the Cover, and cancel Cover.

## Understanding what we mean

In this document, references to 'you' and 'your' mean the Life Insured or the Primary Cover Holder, as the context requires.

If there is more than one Life Insured on the Cover, a reference to a Life Insured means each respective Life Insured individually. References to 'we', 'us' and 'our' mean TAL Life.

Some of the words and terms have a specific meaning. They start with a capital letter and their meaning is explained in the 'Glossary' section of this PDS. Any references to the singular include the plural and vice versa.

**Before you buy this insurance, please read this PDS carefully, including Section 3, 'When we won't pay a Benefit'.**

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# Contents

<b>Section 1 – Eligibility for Cover</b>	<b>5</b>
<b>Section 2 – When we'll pay a Benefit</b>	<b>6</b>
Multiple claims .....	7
<b>Section 3 – When we won't pay a Benefit</b>	<b>9</b>
90-day qualifying period .....	9
<b>Section 4 – About your premium</b>	<b>10</b>
Paying your premium .....	10
If you don't pay your premium .....	10
Premium changes .....	11
nib Loyalty Discount.....	11
Suspending your Cover .....	11
<b>Section 5 – General conditions about your Cover</b>	<b>12</b>
Who can be covered? .....	12
Cover Review .....	12
Worldwide cover .....	12
When your Cover starts and ends .....	12
How we communicate with you .....	13
30-day cooling-off period .....	13
Your duty of disclosure .....	14
Alterations after your Cover has commenced .....	14
<b>Section 6 – How to make a claim</b>	<b>15</b>
<b>Section 7 – Other things you need to know</b>	<b>16</b>
Legal interpretation .....	16
Statutory fund .....	16
No surrender value.....	16
Currency .....	16
Tax information.....	16
Government duties.....	16
Risks of taking out insurance.....	16
If you have a complaint .....	17
Privacy and your personal information .....	17
Custodian – Perpetual Trustee Company Limited .....	19
<b>Section 8 – Direct debit arrangements</b>	<b>21</b>
<b>Section 9 – Glossary</b>	<b>23</b>
General definitions .....	23
Medical definitions .....	25
<b>Section 10 – Financial Services Guides</b>	<b>32</b>
TAL Direct Financial Services Guide .....	32
Perpetual Financial Services Guide .....	36

# Eligibility for Cover

## 01 SECTION

If you're an Australian Resident aged 18 to 55 and covered under an nib health insurance policy, you're eligible to be covered under nib Critical Illness.

You can only be covered by one nib Critical Illness cover at a time. If you have been paid a Benefit under nib Critical Illness, you are not eligible to take out another nib Critical Illness cover.

# When we'll pay a Benefit

# 02 SECTION

We'll pay a lump sum Benefit of up to \$75,000 if the Life Insured is diagnosed with one of the Critical Illness Conditions below. The amount we pay depends on the severity of the Critical Illness Condition. Each of these conditions has a specific medical definition for a claim; please refer to the 'Medical definitions' in Section 9 of this PDS for more information on these definitions.

Critical Illness Condition		Benefit Amount		
		Tier 1	Tier 2	Tier 3
		\$10,000	\$50,000	\$75,000
Cardiovascular	Minor Heart Attack	\$10,000		
	Angioplasty	\$10,000		
	Coronary Artery Bypass Surgery		\$50,000	
	Open Heart Surgery		\$50,000	
	Heart Valve Surgery		\$50,000	
	Aortic Surgery		\$50,000	
	Cardiomyopathy (permanent)			\$75,000
	Primary Pulmonary Hypertension			\$75,000
	Severe Heart Attack			\$75,000
Cancer	Cancer Category A (excluding specified early stage cancer)	\$10,000		
	Cancer Category B		\$50,000	
	Cancer Category C			\$75,000
Other	Diagnosed Benign Brain Tumour	\$10,000		
	Stroke (resulting in neurological deficit)	\$10,000		
	Intensive Care (requiring five days of continuous intubation)	\$10,000		
	Meningitis (resulting in permanent neurological deficit)		\$50,000	
	Loss of Function of One Limb (permanent)		\$50,000	
	Severe Burns (covering at least 20% of the body's surface area)		\$50,000	
	Severe Stroke (resulting in ongoing neurological deficit)			\$75,000

## Multiple claims

You can make multiple claims, subject to the total value of all claims we pay not exceeding the Maximum Benefit Amount of \$75,000.

### Limitations on multiple claims

This section explains the limitations on the Benefit that will be paid when you have multiple claims. These limitations relate to the time between Critical Illness Conditions, whether or not the conditions are related and the Benefit to be paid. There are examples to help you understand how these limitations work in practice.

- If you suffer more than one Critical Illness Condition at the same time, we'll only pay for the condition with the highest Benefit Amount.  
**Example:** If you were in a car accident which resulted in you losing the use of your arm (\$50,000) and being in intensive care (\$10,000) we'd only pay you for the Loss of Function of One Limb, which is \$50,000.
- If you suffer the same Critical Illness Condition more than once within six calendar months, we'll only pay a Benefit once.  
**Example:** If you had two Angioplasty treatments within six calendar months of one another, we'll only pay you for the first one.
- If you suffer a Related Critical Illness Condition within six calendar months of a Previous Critical Illness Condition for which we've already paid a Benefit, and the Related Critical Illness Condition pays a higher Benefit Amount, we'll only pay the difference between the two Benefit Amounts for the Related Critical Illness Condition.  
**Example:** If you had Angioplasty (\$10,000) and then required Open Heart Surgery (\$50,000) two calendar months later, we'll only pay you \$40,000 for the Open Heart Surgery (that is, \$50,000 for the Open Heart Surgery less \$10,000 for the Angioplasty already paid to you).
- If a Related Critical Illness Condition occurs within six calendar months of the Previous Critical Illness Condition for which we've already paid a Benefit, and the Related Critical Illness Condition pays the same or a lower Benefit Amount, we won't pay a Benefit for the Related Critical Illness Condition.  
**Example:** If you had Cancer Category B (\$50,000) for which we already paid you a Benefit, and you are diagnosed with Cancer Category A (\$10,000) three calendar months later, we won't pay you a Benefit for Cancer Category A.
- If the same or a Related Critical Illness Condition occurs more than six calendar months after the Previous Critical Illness Condition for which we've already paid a Benefit, we'll pay the Benefit Amount for the same or Related Critical Illness Condition. However, the total amount we'll pay you for all Critical Illness Conditions is capped at \$75,000 (which is the Maximum Benefit Amount). So, the amount you receive for the same or Related Critical Illness Condition may be less than the full Benefit Amount for that condition.

**Example 1:** If you had Cancer Category A (\$10,000) and subsequently are diagnosed with Cancer Category B (\$50,000) eight calendar months later, we'll pay you a total of \$60,000.

**Example 2:** If you had a Minor Heart Attack (\$10,000) and then had a Severe Stroke (\$75,000) 10 calendar months later, we'll only pay you \$65,000 for the Severe Stroke (as this is the Maximum Benefit Amount of \$75,000 less \$10,000 for the Minor Heart Attack already paid to you).

Please note, all of these examples assume all conditions of the Cover have been met, in order for us to pay a claim.

### Related Critical Illness Conditions

The table below sets out the Critical Illness Conditions that are directly or indirectly related to the underlying conditions as a prior claim.

Critical Illness Condition already claimed (Previous Critical Illness Condition)	Critical Illness Condition considered related to a previous claim (Related Critical Illness Condition)
Any Cardiovascular Condition	<ul style="list-style-type: none"> <li>■ All Cardiovascular Conditions</li> <li>■ Stroke</li> <li>■ Severe Stroke</li> </ul>
Any Cancer Condition	<ul style="list-style-type: none"> <li>■ All Cancer Conditions</li> </ul>
Benign Brain Tumour	<ul style="list-style-type: none"> <li>■ All Cancer Conditions</li> </ul>
Intensive Care	<ul style="list-style-type: none"> <li>■ All Critical Illness Conditions</li> </ul>
Meningitis	<ul style="list-style-type: none"> <li>■ Stroke</li> <li>■ Severe Stroke</li> </ul>



# When we won't pay a Benefit

## 03 SECTION

We won't pay a Benefit if the Critical Illness Condition is a direct or indirect result of:

- an intentional self-inflicted act, suicide or attempted suicide, or
- is related to, is treatment for, or is a Pre-Existing Condition.

A Pre-Existing Condition is any Sickness, Injury, disease, disorder, syndrome, sign or symptom that occurred, you were aware of, or of which it's reasonable to expect a person would be aware, in the five years immediately prior to Cover Commencement.

No claim will be paid for any Cardiovascular Condition, Stroke or Severe Stroke if you had any of the following Pre-Existing Conditions in the five years immediately prior to Cover Commencement:

- diabetes mellitus
- a body mass index (BMI) of 40 or higher, or
- blood pressure or cholesterol above the normal reference range that hasn't returned to levels within this reference range after medical treatment.

## 90-day qualifying period

No Benefit will be paid if the Critical Illness Condition occurred or was diagnosed within 90 days following Cover Commencement. This includes any signs or symptoms of a Critical Illness Condition or that lead to a Critical Illness Condition that you became aware of during this period, or of which it's reasonable to expect a person would be aware of.

The 90-day qualifying period does not apply if the Critical Illness Condition is solely and directly because of an Accidental Injury that occurred after Cover Commencement.

# About your premium

## 04 SECTION

Your premium is calculated on the age you are when you take out Cover, your gender and smoker status.

If any of the information you give us is incorrect, we'll recalculate the premium you should have been paying since Cover Commencement. This may result in you having to pay the difference owing or receiving a refund for any excess premium paid.

Please note your premium doesn't reduce after a Benefit is paid for a Critical Illness Condition with a \$10,000 or \$50,000 Benefit Amount.

## Paying your premium

Premiums can be paid fortnightly, monthly, quarterly or annually via a direct debit from your bank account or credit card (MasterCard and Visa).

You must pay your premium by the due date shown in your Cover Statement.

If you pay by direct debit, we'll deduct your premium from the account you have authorised us to debit. The deduction will be made on or around the due date, depending on weekends and public holidays. You can let us know if you want to change the frequency of your premium payments at any time.

## If you don't pay your premium

### If the unpaid premium is your first premium payment

Your Cover won't operate at all if we're unable to deduct the first premium from your account.

### For all other premium payments

If you don't pay your premium by the due date, we'll send you a notice and give you at least 30 days to pay the overdue premium. If we don't receive payment of the premium by the date in the notice we'll write to you explaining that we'll cancel your Cover if the overdue premium is not paid by the date specified. This date will be at least 28 days from the date of the notice. If you don't pay the premium by the date specified, we'll cancel your Cover.

### What happens if your Cover is cancelled?

No Benefit will be paid if your Cover is cancelled. However, if a Benefit is payable after the date the premium is due but before we cancel the Cover, we'll pay the Benefit in accordance with the Cover terms after deducting any outstanding premiums.

## Premium changes

Premium rates are not guaranteed and we can review these up or down. If we do change our premium rates we'll give you at least 30 days notice and the change will apply to all nib Critical Illness customers. Once your Cover starts, we'll never single you out for a premium increase because of a change in your health or circumstances.

## nib Loyalty Discount

If you have nib Hospital Cover and/or Extras Cover you're eligible for a 10% premium discount on your nib Critical Illness cover. This discount is only available while you continue to hold nib Hospital Cover and/or Extras Cover. This discount is not guaranteed and we may change or withdraw the discount at a later date. Any change in the premium discount we apply does not constitute a change in premium rate under your Cover.

## Suspending your Cover

If you're experiencing financial hardship you may put your Cover and premiums on hold for up to three calendar months. You won't be able to claim for any Critical Illness Condition that occurs or symptoms that first arise during this suspension period. But when you restart your Cover we won't restart the 90-day qualifying period.

In order to suspend your Cover, your Cover must have been in place for at least 12 months continuously beforehand and all premiums paid up to date. You can suspend your Cover up to four times. Just contact us at least seven days prior to the relevant premium due date and let us know how long you'll be suspending your Cover for. At the end of the suspension period, your Cover and premiums will resume as of the next premium due date.

## Who can be covered?

You may have more than one Life Insured on the same Cover; as long as they are an Australian Resident aged 18 to 55 and covered on your nib health insurance policy.

All Lives Insured will be shown individually on your Cover Statement along with their respective premium.

A claim for one Life Insured, will not impact the Cover or the Maximum Benefit Amount for any other Life Insured on the Cover.

## Cover Review

The review date for nib Critical Illness is 1 April, in line with your nib health insurance policy.

At Cover Review, we may choose to do either of the following:

- confirm your Cover for the next 12 months with the same terms and conditions and premium rates, or
- amend your Cover for the next 12 months with different terms and conditions and/or premium rates.

Any change will apply to all nib Critical Illness customers, and we won't single you out because of a change in your health or circumstances. And if we do make a change, we'll give you at least 30 days notice prior to 1 April.

Changes to terms and conditions of cover including (but not limited to) the Critical Illness Conditions covered or Benefit Amount payable will be effective 1 April. Any change to premium rates will be effective as of the payment due date immediately after 1 April.

If the Group Policy ends, Cover for all Lives Insured will end.

## Worldwide cover

You're covered 24/7 anywhere in the world under this Cover. This is subject to any exclusions and conditions of the Cover, as set out in this PDS.

## When your Cover starts and ends

Cover starts once we've received your fully completed application, including a valid payment authority.

We'll provide you with a Cover Statement, which sets out the details of your Cover including Life Insured, Maximum Benefit Amount and the date of Cover Commencement. Please review your Cover Statement when you receive it to make sure all the details are correct and keep it in a safe place, because together with this document and your application they form the terms of your Cover.

A Life Insured's Cover will end when the earliest of the following events occur:

- the Primary Cover Holder instructs us to cancel that Life Insured's Cover
- when the Maximum Benefit Amount is paid to that Life Insured in relation to their Cover
- the Cover Review date immediately after that Life Insured's 65th birthday
- that Life Insured dies
- that Life Insured's nib health insurance policy ends
- cancellation of Cover for non-payment of premium, or
- the Group Policy ends.

Cover for all Lives Insured will also end if:

- the Primary Cover Holder's nib health insurance policy ends, or
- the Primary Cover Holder dies,

unless a Life Insured agrees to be the Primary Cover Holder.

### **No reinstatements**

If your Cover is cancelled, we won't reinstate it. You will need to apply for new cover which will be subject to eligibility criteria, terms and conditions and pricing at that time.

## **How we communicate with you**

If you are considering taking out Cover and have not yet purchased nib Critical Illness, we will provide this PDS and other information via electronic means (such as by email) or you can access it at **nib.com.au**. Once you have Cover under nib Critical Illness, all correspondence and notices about your Cover will be sent to the email address you give to us (or by other electronic means you agree with us) unless you ask to receive this information via the post. You can nominate at any time to receive your correspondence about your Cover by post instead of email. You should save or print a copy of any information or documents that we email to you, and keep these in a safe place so you can always refer back to them.

## **30-day cooling-off period**

If for any reason you change your mind about your Cover, you can cancel it within 30 days of receiving your Cover Statement. We'll give you a full refund for any premiums you've paid, unless we've already paid you a Benefit under the Cover. This is commonly referred to as a cooling-off period.

The 30-day cooling-off period only applies when your Cover is first issued. No further cooling-off period applies if you later add a Life Insured to your Cover.

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## Your duty of disclosure

Before you enter into a life insurance contract with us or become a Life Insured, you as a Life Insured have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to provide the insurance and on what terms (e.g. age, gender and smoker status for this Cover). This information affects our decision on whether we'll accept your application for insurance and what your premium will be. This duty applies right up until we agree to provide the insurance and issue a Cover Statement.

If this Cover is for the life of another person and that person doesn't tell us everything they should have, this may be treated as a failure by you to tell us something that you should have.

### If you don't tell us something

If you don't answer our questions completely and honestly:

- and we would not have provided the insurance if you'd told us, we may avoid your Cover within three years of it commencing, or
- we may at any time, reduce the Benefit Amount payable on the event of a claim. This would be worked out using a formula that takes into account the premium that would have been payable if you'd told us everything you should have.

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

## Alterations after your Cover has commenced

### Changes made by you

You can make some changes to your Cover after it has commenced. For example, you can add a person to your Cover (provided they meet the eligibility criteria) or remove an existing person.

Please note these changes will have an impact on your premium. By adding people to your Cover, your premiums will go up. We understand that situations can change. If you find yourself having trouble budgeting for your Cover, please call us – we'll go through your options and work out the best way for you to manage your premiums, while still keeping your Cover.

### Changes made by us

We may change the terms of the Group Policy from time to time in agreement with nib and TAL Direct. If we do make a change to the Group Policy which impacts your Cover, we'll give you at least 30 days notice. If you don't want to continue your Cover in light of any changes, you may cancel your Cover. As said above, we won't single you out because of a change in your health or circumstances when making a change to the Group Policy.

We understand the benefits of early engagement and we'll support you through the claims process. If you wish to make a claim please contact us at the earliest possible opportunity on **1800 270 882**. Our claims team will explain in detail our requirements along with what the next steps are and send you a claim form for completion.

## **Claim requirements at your expense**

We'll need all the evidence we reasonably regard as necessary to establish entitlement to a Benefit. This is at your expense and includes:

- our completed claim form
- the initial report from your Medical Practitioner
- a certified copy of your identification and proof of your age, and
- any other evidence we require to establish the circumstances of your claim.

## **Claim requirements at our expense**

If we require any additional information, beyond our initial request, or require you to be examined by another Medical Practitioner, we'll cover these costs.

## **Who Benefits are paid to**

Benefits will be paid to you the Life Insured, or your estate or Legal Personal Representative in the event of your death.

## **Fraudulent claims**

We will refer any suspected fraudulent claims or illegal activity to the relevant law enforcement authorities and will, to the extent permissible by law, seek to recover any monies paid, expenses or damages incurred in obtaining such evidence as may be required to protect our rights. We are able to cancel your Cover and no claim will be payable if you make a fraudulent claim.

## Legal interpretation

This document is subject to, and governed by the laws of New South Wales.

## Statutory fund

The assets of TAL Life's Statutory Fund Number 1 will be liable for the payment of the Benefits under this Cover. You have no rights to the assets of TAL Life or any TAL Life Statutory Fund.

## No surrender value

Your nib Critical Illness cover doesn't have a surrender value or cash-in value at any point in time – it's not a savings plan.

## Currency

All payments in connection with your Cover must be made in Australian dollars.

## Tax information

Premiums paid for your nib Critical Illness cover should not be tax deductible and any Benefit paid to you, the Life Insured, should not be assessable. This Australian taxation information is based on the continuation of present laws and their current interpretation and is a general statement only. For specific tax advice taking into account your personal circumstances, please contact your registered tax agent or the Australian Taxation Office.

## Government duties

We reserve the right to pass on to you any Government duties, taxes or other charges that are or become payable by us or by you in respect of this Cover.

## Risks of taking out insurance

There are risks involved with taking out insurance that you should be aware of. For example:

- you may not select the right product and cover level for your needs
- if you have a Pre-Existing Condition, a Benefit may not be payable in the event of a claim
- if you're replacing an existing insurance product, the terms under this cover may be different. You should consider the terms and conditions of each product before deciding to make the change, and
- this product doesn't have a savings or investment component, which means that if you cancel your Cover after the 30-day cooling-off period, you won't receive any money back.



You should consider if this product meets your needs both now and in the future. You may need to seek assistance from a financial adviser to assist you to determine if the terms are consistent with your objectives, financial situation and needs.

## If you have a complaint

If you have a complaint about your Cover or our services please contact us on the details below:

Telephone: **1800 270 882**

Email: **nibinsurance@nib.com.au**

In writing: The Complaints Manager  
nib Critical Illness  
GPO Box 5380  
Sydney NSW 2001

We will attempt to resolve your complaint within 45 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

If an issue has not been resolved to your satisfaction, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: **afca.org.au**

Telephone: **1800 931 678** (free call)

Email: **info@afca.org.au**

In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

AFCA is an independent body and its service to you is free. Different terms of reference are applied by AFCA depending on whether your complaint relates to a life insurance product or a general insurance product. Please refer to the AFCA website for details.

## Privacy and your personal information

nib will collect personal information (including sensitive information) from you or about you when you first take out this product and nib will pass that personal information to TAL Life and TAL Direct to enable TAL Life and TAL Direct to provide insurance products or services to you. TAL Life and TAL Direct may also collect personal information from you or about you to provide insurance products or services to you. Further information may be requested from you at a later time, such as if you want to make alterations to your insurance or at claim time when financial and health information about you may be needed to process the claim. If you don't supply the information that is required, TAL Life and TAL Direct may not be able to provide the product to you or pay your claim.

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## Privacy policy

The ways in which your personal information is collected, used, secured and disclosed, are set out in the respective privacy policies of nib and the TAL entities. These are available at **nib.com.au** and **tal.com.au**

These privacy policies contain details about the following:

- the kinds of personal information that can be collected and held
- how your personal information is collected and held
- the purposes for which your personal information is collected, held and used
- how you may access the personal information about you which is held and how you can correct that information, and
- how customer complaints regarding privacy issues are dealt with.

## Contacting us about privacy matters

If you have any questions regarding privacy related matters, including how we manage your information, or a privacy related complaint, please contact our Privacy Officer using the contact details below:

Telephone: **1800 270 882**

Email: **nibinsurance@nib.com.au**

In writing: The Privacy Officer  
nib Critical Illness  
GPO Box 5380  
Sydney NSW 2001

nib, TAL Life and TAL Direct rely on the accuracy of the information you provide. If you think that the information held about you is incorrect, please let us know using the communication methods above.

## Additional information about privacy issues

The website of the Privacy Commissioner, which is available at **oaic.gov.au**, is a useful source of additional information about both the privacy rights of individuals and the privacy laws imposed on organisations like nib and the TAL entities. This website also contains sensible steps that individuals can take to protect their information when dealing with organisations and when using modern technology. We take no responsibility for the contents of this Government run website.

## Access to information held about you

Under the current privacy legislation, you are generally entitled to access the personal information we hold about you. To access that information, simply make a request in writing. This process enables us to confirm your identity for security reasons and to protect your personal information from being sought by a person other than yourself.

If, for any reason your request to access and/or update your information is declined, you'll be provided with details of the reasons. In some circumstances it may be appropriate to provide copies of complex medical information to a treating Medical Practitioner rather than directly to you so that the medical terminology can be explained.

There are some limited exemptions where you are unable to access the personal information held about you. These are not limited to but include the following circumstances:

- if the access would have an unreasonable impact on the privacy of other people
- if the access request is frivolous or vexatious, and
- if giving access would be unlawful.

### **Disclosure of information**

In processing and administering your insurance (including at the time of claim) your personal information may be disclosed to other parties such as organisations to whom nib and the TAL group outsource mailing and information technology, Government regulatory bodies and other companies within the TAL group and accountants (if applicable). Your personal information (including health information) may also be disclosed to other bodies such as reinsurers, health professionals, investigators, lawyers and external complaints resolution bodies.

Generally, your information will not be used or disclosed for any purpose other than providing the products and services unless:

- you consent to the use or disclosure of the information
- the use or disclosure is required or authorised under an Australian law or a court/tribunal order, or
- the use or disclosure of the information is reasonably necessary for one or more enforcement related activities conducted by, or on behalf of, an enforcement body e.g. the police.

### **Direct marketing and opt out**

From time to time nib, TAL Life, TAL Direct and their related entities or business partners may use your personal information for the purpose of marketing products and services, together with the products and services of third parties that may be of interest to you. If you do not want your personal information to be used or disclosed for these marketing purposes, please contact us on **1800 270 882** or email **nibinsurance@nib.com.au**. You can update your marketing preferences at any time.

## **Custodian – Perpetual Trustee Company Limited**

Under the Custodian Deed between TAL Services Limited and Perpetual, Perpetual is the Policy Owner of the Group Policy in its capacity as bare trustee. Perpetual's role in respect of each Life Insured is limited to acting as a bare trustee holding Cover for each Life Insured under the Group Policy. Perpetual has no supervisory or discretionary role in relation to your Cover under the Group Policy and is not responsible for protecting your interests. In particular:

- Perpetual will not accept payments of premium from you
- Perpetual will not receive proceeds of any Benefit claimed
- the terms of the Group Policy may be changed from time to time and Perpetual has no obligation to review or notify you of any such change. As Policy Owner, under the terms of the Custodian Deed, Perpetual will agree to changes to the Group Policy that are presented to it, and

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- Perpetual will not make disclosures to TAL Life on your behalf to satisfy your duty of disclosure. You agree to fully discharge your duty of disclosure in good faith directly to TAL Life.

Perpetual is not liable or responsible to you for any act done or omission made in its capacity as bare trustee or in accordance with the terms of the Custodian Deed.

Each Life Insured is taken to acknowledge the appointment of Perpetual as bare trustee in accordance with the terms of appointment set out in the Custodian Deed with TAL Services Limited and Perpetual (a copy of which is available on request).

Perpetual may transfer the Group Policy to a replacement bare trustee. However Perpetual cannot transfer your individual Cover alone (without transferring the Group Policy) to a new trustee.

Perpetual has given its written consent to being named as Policy Owner and bare trustee in this PDS, however it has not authorised or caused the issue of this PDS and takes no responsibility for any part of this PDS, other than references to its name and function described above.

This Direct Debit Request Service Agreement (Agreement) is issued by us, to enable you to understand your rights and responsibilities as a new customer when making premium payments by direct debit. It allows us to debit your nominated account to meet the premiums for your Cover.

On the day your premiums are due, we send a request to your financial institution to debit the payment from your nominated account — so make sure you keep enough money in your account during this time. If there are insufficient funds in your account to cover your premium payment, your bank may charge you a dishonour fee, and your Cover may lapse. Dishonour fees won't be charged by us.

## When we deduct your payments

Usually we'll deduct your payment on the day it's due. Here are the exceptions:

- weekends — we'll deduct your payment the next business day, usually Monday, and
- national public holidays (Christmas Day, Boxing Day, New Year's Day, Australia Day, Easter Friday, Easter Monday, and Anzac Day) — we'll deduct your payment the next business day.

For public holidays that do not apply in all states, we'll deduct your payment the day it's due.

## Our commitment to you

We'll ensure that we:

- give you at least 14 days written notice if there are any changes to the terms of this Agreement, and
- keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution, or otherwise as required by law.

## Your commitment to us

Please ensure that:

- you've given us the correct account details (please check a recent account statement to confirm)
- the account you have nominated can accept direct debits
- all account holders for this nominated account agree to this Agreement, and
- there are sufficient funds available in the nominated account, on the due dates, to cover the premiums.

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## How to make changes

Please give us at least seven days notice before your next premium due date for either:

- altering any of your direct debit or financial institution details, or
- stopping or suspending any debits, or cancelling the Agreement completely.

If you do suspend or cancel the direct debit, you'll need to make alternative arrangements for future premiums to continue your Cover.

If you want to change or cancel this Agreement, or dispute a debit, please contact us on **1800 270 882**. We'll always respond to your query or dispute in the first instance.

## General definitions

<b>Accidental Injury</b>	An Injury caused by an unforeseeable, violent and sudden event that results in visible physical Injury and serious incapacity that is independent of any other cause, as confirmed by a registered Medical Practitioner.
<b>Australian Resident</b>	An Australian or New Zealand citizen or Australian permanent resident, currently residing in Australia who has received this PDS in Australia.
<b>Benefit or Benefit Amount</b>	Means the Benefit Amount payable, subject to the terms and conditions of the Cover outlined in the PDS.
<b>Cancer Condition</b>	Means the Critical Illness Conditions listed as a Cancer Condition in the 'Medical definitions' section of this PDS.
<b>Cardiovascular Condition</b>	Means the Critical Illness Conditions listed as a Cardiovascular Condition in the 'Medical definitions' section of this PDS.
<b>Cover</b>	Means insurance coverage for the Life Insured specified in the Cover Statement, and insured under the Group Policy.
<b>Cover Commencement</b>	Means the date on which cover starts and is the date from which you are able to claim against the Cover. This date will be shown on your Cover Statement.
<b>Cover Review</b>	1 April each year.
<b>Cover Statement</b>	Means the document provided to you by us, containing details of the Life Insured, Maximum Benefit Amount and date of Cover Commencement. Your Cover Statement will be updated by us as a result of: <ul style="list-style-type: none"> <li>■ any changes you make to your Cover and agreed to by us, and/or</li> <li>■ any changes made by us in accordance with the terms and conditions of the Cover.</li> </ul>
<b>Critical Illness Condition</b>	Means a medical condition as defined in the 'Medical definitions' section of this PDS.

<b>Custodian Deed</b>	Means the Custodian Deed entered into between TAL Services Limited and Perpetual Trustee Company Limited on 12 November 2019.
<b>Group Policy</b>	The contract of insurance between the Policy Owner and us.
<b>Immediate Family Member</b>	Your spouse, de facto partner (same or opposite sex), child, parent or sibling.
<b>Injury</b>	A bodily injury suffered by you.
<b>Life Insured or Lives Insured</b>	The person (or persons) insured under the Cover as named in the Cover Statement.
<b>Maximum Benefit Amount</b>	\$75,000 per Life Insured.
<b>Medical Practitioner</b>	A person who is legally qualified and registered to practise medicine in Australia (or if outside Australia has the equivalent qualifications and is approved by us) that is not the Life Insured or Primary Cover Holder, an Immediate Family Member, or business partner or colleague of the Life Insured or Primary Cover Holder.
<b>Policy Owner</b>	Perpetual Trustee Company Limited in its capacity as bare trustee, as the policy owner under the Group Policy.
<b>Pre-Existing Condition</b>	<p>A Pre-Existing Condition is any Sickness, Injury, disease, disorder, syndrome, sign or symptom that occurred, you were aware of, or of which it's reasonable to expect a person would be aware, in the five years immediately prior to Cover Commencement.</p> <p>No claim will be paid for any Cardiovascular Condition, Stroke or Severe Stroke if you had any of the following Pre-Existing Conditions in the five years immediately prior to Cover Commencement:</p> <ul style="list-style-type: none"> <li>■ diabetes mellitus</li> <li>■ a body mass index (BMI) of 40 or higher, or</li> <li>■ blood pressure or cholesterol above the normal reference range that hasn't returned to levels within this reference range after medical treatment.</li> </ul>
<b>Primary Cover Holder</b>	Is the person who is named in the Cover Statement.
<b>Sickness</b>	An illness or disease suffered by you, as confirmed by a Medical Practitioner.



## Medical definitions

In relation to the specified medical measurement/test (method) for diagnosis and treatment of any of the specified Critical Illness Conditions, the following apply:

- diagnosis must be confirmed by a specialist Medical Practitioner appropriate for the Critical Illness Condition
- methods for diagnosis must be the appropriate and relevant medical standard used in Australia, and
- any treatment must be considered medically necessary and deemed most appropriate.

If the method for diagnosing the Critical Illness Condition is inconclusive, impractical to apply or has been superseded, we'll consider other appropriate and medically recognised methods that conclusively diagnose the specified Critical Illness Condition to at least the same severity.

<b>Cardiovascular Conditions</b>	
Angioplasty	Undergoing Coronary Artery Angioplasty to correct a narrowing or blockage of one or more coronary arteries.
Aortic Surgery	Surgery to repair or correct an aortic aneurysm, an aortic dissection, an obstruction of the aorta, a coarctation of the aorta or traumatic Injury to the aorta. For the purpose of this definition, aorta means the aortic arch, ascending aorta and descending aorta but not its branches.
Cardiomyopathy (permanent)	A disease of the heart muscle causing the heart muscle to enlarge and become weaker, resulting in significant permanent cardiac impairment to the degree of at least Class 3 of the New York Heart Association functional classification system.
Coronary Artery Bypass Surgery	Bypass grafting performed to correct or treat coronary artery disease.
Heart Valve Surgery	Surgery to replace or repair a cardiac valve as a consequence of a cardiac valve abnormality or a cardiac aneurysm or other cardiac defects.

<p>Minor Heart Attack</p>	<p>The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.</p> <p>The diagnosis must be supported by a diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and <b>at least one of the following:</b></p> <ul style="list-style-type: none"> <li>■ signs and symptoms of ischaemia consistent with myocardial infarction</li> <li>■ ECG changes indicative of new ischaemia (new ST-T changes or new left bundle branch block [LBBB])</li> <li>■ development of pathological Q waves in the ECG, or</li> <li>■ imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.</li> </ul> <p>If the above is inconclusive then we will consider a claim based on conclusive evidence that myocardial infarction has occurred.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"> <li>■ a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease, and</li> <li>■ other acute coronary syndromes including but not limited to angina pectoris.</li> </ul>
<p>Open Heart Surgery</p>	<p>Undergoing open chest surgery for the surgical treatment of a cardiac defect, cardiac aneurysm or benign cardiac tumour.</p>
<p>Primary Pulmonary Hypertension</p>	<p>The unequivocal diagnosis of Primary Pulmonary Hypertension with right ventricular enlargement established by investigations including cardiac catheterisation resulting in significant permanent cardiac impairment to the degree of at least Class 3 of the New York Heart Association functional classification system.</p>

Severe Heart Attack	<p>The death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.</p> <p>The diagnosis must be supported by a diagnostic rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference limit and <b>at least three of the following:</b></p> <ul style="list-style-type: none"><li>■ symptoms of ischaemia</li><li>■ new significant ST-segment–T wave (ST–T) ECG changes or new left bundle branch block (LBBB)</li><li>■ development of new pathological Q waves in the ECG, or</li><li>■ imaging evidence of new regional wall motion abnormality present at least six weeks after the event.</li></ul> <p>If the above tests are inconclusive, other appropriate and medically recognised tests will be considered or if at least 90 days after the event your left ventricular ejection fraction is less than 50%.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"><li>■ a rise in biological markers as a result of an elective percutaneous procedure for coronary artery disease, and</li><li>■ other acute coronary syndromes including but not limited to angina pectoris.</li></ul>
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## Cancer Conditions

Cancer Category A (excluding early stage cancer)

Any Stage 1 malignant tumour diagnosed with histological or cytological confirmation and characterised by:

- the uncontrolled growth and spread of malignant cells, and
- invasion and destruction of normal tissue beyond the basement membrane.

The term malignant tumour includes lymphoma (including Hodgkin's and non-Hodgkin's disease), leukaemia, multiple myeloma and malignant bone marrow disorders.

The following cancers are excluded:

- all tumours which are histologically described as pre-malignant, non-invasive, high-grade dysplasia or borderline/low malignant potential
- carcinoma in situ of the breast, unless a procedure is required for:
  - ◆ the removal of the entire breast, or
  - ◆ breast conserving surgery and radiotherapy or chemotherapy.
- carcinoma in situ of the testicle, unless a procedure is required for the removal of the entire testicle
- melanomas, unless:
  - ◆ there is evidence of metastases
  - ◆ the melanoma is at least Clark level 3
  - ◆ the melanoma is showing signs of ulceration, or
  - ◆ the melanoma is greater than 1.0mm maximum thickness using the Breslow method.
- any non-melanoma skin cancers unless they have spread to the bone, lymph node or another organ
- chronic lymphocytic leukaemia that is less than Rai stage 1, or
- prostate cancer unless:
  - ◆ it has a Gleason score of 6 or more, or
  - ◆ major interventional therapy including radiotherapy, chemotherapy, biological response modifiers or any other major surgical treatment is required to arrest the spread of malignancy.

If a surgical procedure is performed, it must be considered appropriate and necessary to arrest the spread of malignancy.

Cancer Category B	<p>Cancer meeting the Cancer Category A definition and is Stage 2 or 3 cancer based on the TNM staging method.</p> <p>If TNM staging is not applicable the equivalent staging system will be applied.</p>
Cancer Category C	<p>Cancer meeting the Cancer Category A definition and is Stage 4 cancer based on the TNM staging method.</p> <p>If TNM staging is not applicable the equivalent staging system will be applied.</p>
<b>Other Conditions</b>	
Benign Brain Tumour (diagnosis)	<p>A non-cancerous tumour in the brain, meninges, pituitary gland or spinal cord requiring surgical intervention.</p> <p>The presence of the underlying tumour must be confirmed by CT Scan, MRI or other imaging studies.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"> <li>■ cysts</li> <li>■ granulomas</li> <li>■ vascular aneurysms, or</li> <li>■ haematomas.</li> </ul>
Intensive Care (requiring five days of continuous intubation)	<p>A Sickness or Injury that has resulted in you requiring continuous mechanical ventilation by means of tracheal intubation for five consecutive days (24 hours per day) in an authorised intensive care unit of an acute care hospital.</p> <p><b>No amount will be paid where your Intensive Care results from the consumption of alcohol or the use of non-prescribed drugs.</b></p>
Loss of use of a Single Limb (permanent)	<p>The total and irrecoverable loss of use of one limb.</p> <p>Limb means an arm, leg, hand or foot. In respect of this definition, the hand or foot starts from the wrist or ankle joint, respectively.</p>

<p>Meningitis (resulting in permanent neurological deficit)</p>	<p>The unequivocal diagnosis of meningitis, characterised by severe inflammation of the brain or the meninges resulting in permanent neurological deficit causing:</p> <ul style="list-style-type: none"> <li>■ permanent Whole Person Impairment of at least 25%, or</li> <li>■ inability to permanently perform any one of the Activities of Daily Living without the assistance of another person.</li> </ul> <p>The diagnosis must be confirmed by structural brain imaging, EEG and/or cerebrospinal fluid analysis.</p> <p>The calculation of Whole Person Impairment is to be based on the current edition of the American Medical Association publication titled, Guides to the Evaluation of Permanent Impairment.</p> <p>Activities of Daily Living (ADL) are:</p> <ul style="list-style-type: none"> <li>■ bathing – the ability to shower and bathe</li> <li>■ dressing – the ability to put on and take off clothing</li> <li>■ toileting – the ability to get on and off and use the toilet</li> <li>■ mobility – the ability to get in and out of bed and a chair, and</li> <li>■ feeding – the ability to get food from a plate into the mouth.</li> </ul>
<p>Severe Burns (covering at least 20% of the body's surface area)</p>	<p>Tissue Injury caused by thermal, electrical or chemical agents causing third degree or full thickness burns to at least:</p> <ul style="list-style-type: none"> <li>■ 20% of the body surface area as measured by the Lund and Browder Body Surface Chart</li> <li>■ 50% of both hands, requiring surgical debridement and/or grafting, or</li> <li>■ 50% of the face, requiring surgical debridement and/or grafting.</li> </ul>
<p>Severe Stroke (resulting in ongoing neurological deficit)</p>	<p>Definite diagnosis of Stroke, confirmed by radiological evidence, with ongoing neurological impairment affecting vision, speech, hearing, balance, swallowing, chewing or tongue movement for at least six months.</p>

<p>Stroke (resulting in neurological deficit)</p>	<p>A cerebrovascular event producing neurological deficit.</p> <p>This requires clear evidence on a CT, MRI or similar, appropriate scan or investigation that a stroke has occurred and of infarction of brain tissue, intracranial and/or subarachnoid haemorrhage.</p> <p>The following are not covered:</p> <ul style="list-style-type: none"><li>■ transient ischaemic attacks</li><li>■ non-stroke related reversible neurological deficit</li><li>■ cerebral symptoms due to migraine</li><li>■ cerebral injury resulting from trauma or hypoxia</li><li>■ vascular disease affecting the eye or optic nerve</li><li>■ ischaemic disorders of the vestibular system</li><li>■ migraine, or</li><li>■ hypoxic events.</li></ul>
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## TAL Direct Financial Services Guide

### Purpose of this Financial Services Guide

This Financial Services Guide (FSG) is provided by TAL Direct Pty Limited ABN 39 084 666 017 (TAL Direct). TAL Direct holds an Australian Financial Services Licence (AFSL) 243260 and is related to the insurer TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL Life). TAL Direct and TAL Life are part of the TAL Dai-ichi Life Australia Pty Limited ABN 97 150 070 483 group of companies (TAL).

TAL Direct is responsible for the content of this FSG and has authorised its distribution. For the purpose of this FSG references to 'we', 'us', and, 'our' mean TAL Direct.

### Our services

TAL Direct is authorised under its AFSL to:

- provide financial product advice on life risk, and superannuation products to retail clients
- provide general advice only in relation to general insurance products to retail clients
- deal in life risk and general insurance products to retail clients, and
- arrange superannuation products for retail clients.

nib life pty ltd (nib) has been appointed an authorised representative of TAL Direct (authorised representative number 321683) and has been authorised to provide general advice in relation to life insurance (including by phone) and that appears in its advertising and marketing material.

### Our representatives

A number of representatives have been appointed by TAL Direct to provide a financial service. When you speak to a representative, that person represents TAL Direct. TAL Direct representatives are only authorised to provide general advice and deal in life risk and general insurance products. TAL Direct is responsible for any financial service provided by a representative.

When our representatives provide financial product advice, arrange for the insurer to issue policies or renew policies, they are acting for TAL Direct.

TAL Direct is also authorised to issue and administer policies and pay claims on behalf of TAL Life, under an arrangement called a 'binder'. This means that TAL Direct is acting for the insurer in these circumstances. When TAL Direct does this we will tell you.

The insurer's registered address is:

TAL Life Limited  
Level 16, 363 George Street  
Sydney NSW 2000



TAL Direct's registered address is:

TAL Direct  
Level 16, 363 George Street  
Sydney NSW 2000

### **General advice warning**

It is important that you are aware any advice you receive is general advice only (not personal advice) and has been provided without taking into account your objectives, financial situation or needs. Before acting on the advice, you should consider this document carefully before deciding whether or not to acquire a product.

### **Remuneration**

When you buy nib Critical Illness, the premium is paid to the insurer. nib employees who provide you with information about nib Critical Illness are paid an annual salary, including bonuses based on performance criteria. When you speak to an nib employee they may also receive incentives or prizes.

If you acquire nib Critical Illness, nib receives a commission from TAL of up to 24% of each premium you pay (inclusive of all government taxes and charges). A TAL representative providing a financial service is paid an annual salary, including bonuses based on performance criteria.

If we provide you with a financial service you are entitled to request details of this remuneration, and may do so by contacting us on the number specified in this FSG.

Please note that these costs and commissions are not additional charges to you. In addition to paying referral fees, TAL may from time to time give other non-cash benefits to referral partners.

### **Professional indemnity insurance**

TAL retains professional indemnity (PI) insurance to cover the activities of all licensees within TAL, including TAL Direct. This PI cover:

- is maintained in accordance with the law
- is subject to its terms and conditions, and
- provides indemnity up to the sum insured for the activities of the representatives of TAL Direct in respect of the financial services authorised under TAL Direct's AFSL.

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## Dispute resolution process

TAL Direct offers a dispute resolution service for any concerns you may have about your nib Critical Illness cover, our services or your privacy. In the first instance, we hope that our representatives can resolve your concerns.

If you have a complaint, please contact us using the contact details below:

Telephone: **1800 270 882**  
Email: **nibinsurance@nib.com.au**  
In writing: The Complaints Manager  
nib Critical Illness  
GPO Box 5380  
Sydney NSW 2001

We will attempt to resolve your complaint within 45 days of the date it is received. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

If an issue has not been resolved to your satisfaction, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: **afca.org.au**  
Email: **info@afca.org.au**  
Telephone: **1800 931 678** (free call)  
In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

AFCA is an independent body and its service to you is free. Different terms of reference are applied by AFCA depending on whether your complaint relates to a life insurance product or a general insurance product. Please refer to the AFCA website for details.

## Important information

Neither nib nor any of its employees, agents or other representatives guarantee, accept liability or are otherwise responsible for nib life insurance or general insurance products or guarantee or accept any liability or responsibility for the performance or acts or omissions of TAL Direct or TAL Life.

## How to contact us



**1800 270 882**



nib, GPO Box 5380, Sydney NSW 2001



**criticalillness@nib.com.au**

**Issuer of this FSG**

TAL Direct Pty Limited  
ABN 39 084 666 017, AFSL 243260  
GPO Box 5380  
Sydney NSW 2001

**Authorised representative of TAL Direct**

nib life pty ltd  
ABN 91 003 037 625  
22 Honeysuckle Drive  
Newcastle NSW 2300  
Authorised representative number 321683

**Issuer of this product**

TAL Life Limited  
ABN 70 050 109 450, AFSL 237848  
363 George Street  
Sydney NSW 2000

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# Perpetual Financial Services Guide

## Purpose of this Financial Services Guide

This Financial Services Guide (FSG) is issued by Perpetual Trustee Company Limited ABN 42 000 001 007 (Perpetual) (and for the purposes of this FSG references to 'we', 'us', and 'our' mean Perpetual). Perpetual holds an Australian Financial Services Licence (AFSL) 236643. Perpetual is a wholly owned subsidiary of Perpetual Limited ABN 86 000 431 827 and part of the Perpetual Group.

This FSG is an important document, which we are required to give to retail clients in accordance with our AFSL. It includes information about:

- how we can be contacted
- the financial services we are authorised to provide
- how we are remunerated; and
- our internal and external dispute resolution procedure and how you can access them.

The operation of this FSG is restricted to the Group Policy. The Group Policy is issued by TAL Life.

The information in this FSG is general information only and has been prepared without taking into account any particular person's needs or objectives. Perpetual provides no warranty regarding the suitability of this product or any of the services described in this FSG for any person.

## Our services

Perpetual is authorised under its AFSL to:

- deal in a financial product by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of life risk insurance products, as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds to retail clients; and
- provide a custodial or depository service.

Perpetual's services to you are limited to acting as trustee of a bare trust holding Cover for each Life Insured under the Group Policy.

## Our representatives

Neither we, nor any of our representatives are providing you with any advice.

## Your obligations

Perpetual has no supervisory or discretionary role in relation to your Cover under the Group Policy and is not responsible for protecting your interests. In particular:

- Perpetual will not accept payments of premium from you
- Perpetual will not receive proceeds of any Benefits claimed
- the terms of the Group Policy may be changed from time to time and Perpetual has no obligation to review or notify you of any such change. As Policy Owner, under the terms of the Custodian Deed, Perpetual will agree to any changes to the Group Policy that are presented to it; and

- Perpetual will not make disclosures to TAL Life on your behalf to satisfy your duty of disclosure. You agree to fully discharge your duty of disclosure in good faith directly to TAL Life.

## Remuneration

Perpetual in its capacity as trustee is the owner of the Group Policy issued by TAL Life. Perpetual is paid a one-off establishment fee of \$5,000 and annual fee of \$20,000 (increased by CPI each year) (each, exclusive of Goods and Services Tax), by TAL Services Limited for acting as trustee in relation to the Group Policy. Perpetual is entitled to receive from TAL Services Limited a charge for the time in attendance of it, and its related bodies corporate, officers and employees in connection with the provision of its services under the Custodian Deed at such hourly rates as are notified in advance to TAL Services Limited from time to time. Perpetual is entitled to be reimbursed for its expenses incurred or payable in relation to performance of its duties under the Custodian Deed and preparation of the Custodian Deed.

## Limitation on liability

Perpetual has no liability or responsibility to you for any act done or omission made in accordance with the terms of its appointing document (Custodian Deed).

## Personal information

Any personal information collected in relation to you is used by us to provide financial services to you and comply with any relevant laws. If you do not provide us with, or we do not receive any of your relevant personal information, we may not be able to provide the applicable financial service(s) to you. In some circumstances we may disclose your personal information to Perpetual Limited and its related entities, and their service providers that perform a range of services on our behalf and which may be located overseas.

Privacy laws apply to our handling of personal information and we will collect, use and disclose your personal information in accordance with our privacy policy, which includes details about the following matters:

- the kinds of personal information we collect and hold
- how we collect and hold personal information
- the purposes for which we collect, hold, use and disclose personal information
- the types of entities we usually disclose personal information to and the countries where they are likely to be located if it is practicable for us to specify those countries
- how you may access personal information that we hold about you and seek correction of such information (note that exceptions apply in some circumstances); and
- how you may complain about a breach of the Australian Privacy Principles (APP), or a registered APP code (if any) that binds us, and how we will deal with such a complaint.

Our privacy policy is publicly available at our website or you can obtain a copy free of charge by contacting us.

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## Professional indemnity insurance

Perpetual Limited holds a professional indemnity insurance policy, which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001 (Cth). Subject to its terms and conditions, the policy provides cover for civil liability resulting from third party claims concerning the professional services provided by Perpetual Limited, its subsidiaries and its employees and representatives.

## Complaints

If you have a complaint, please contact us using the contact details below:

Telephone: **1800 022 033**

Email: **CCSCustody@perpetual.com.au**

In writing: Complaints Officer, Perpetual MFS Custody  
GPO Box 4172  
Sydney NSW 2001

We will acknowledge your complaint within five business days and make every effort to resolve the issue within 30 days of receipt. If we are unable to resolve your complaint within that period, we will inform you of the reasons for the delay and let you know when we expect to provide a response to your complaint.

If an issue has not been resolved to your satisfaction, or your complaint remains unresolved after 30 days, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: **afca.org.au**

Email: **info@afca.org.au**

Telephone: **1800 931 678** (free call)

In writing to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Time limits may apply to complaints to AFCA. You may wish to consult the AFCA website or contact AFCA directly to find out if there is a time limit on lodging a complaint with AFCA.

AFCA is an independent body and its service to you is free. Different terms of reference are applied by AFCA depending on whether your complaint relates to a life insurance product or a general insurance product. Please refer to the AFCA website for details.

## Important information

Neither Perpetual nor any of its employees, agents or other representatives guarantee, accept liability or are otherwise responsible for nib life insurance or general insurance products or guarantee or accept any liability or responsibility for the performance or acts or omissions of TAL Life, TAL Direct, TAL Services Limited and nib.

## Issuer of this FSG

Perpetual Trustee Company Limited  
ABN 42 000 001 007, AFSL 236643

Registered Office: Angel Place  
Level 18, 123 Pitt Street  
Sydney NSW 2000

Postal address: GPO Box 4172  
Sydney NSW 2001

Phone: **1800 022 033** (During business hours Sydney time)

Email address: **CCSCustody@perpetual.com.au**

Website: **perpetual.com.au**

This FSG is issued on 12 November 2019.

# Need help?

Call us on: **1800 270 882**

Go to: **nib.com.au**

This product is issued by TAL Life Limited ABN 70 050 109 450 AFSL 237848 (TAL Life). nib life pty ltd ABN 91 003 037 625 authorised representative number 321683 (nib) promotes and distributes this product as an authorised representative of TAL Direct Pty Limited ABN 39 084 666 017 AFSL 243260 (TAL Direct) which also administers policies and claims.