

A stylized purple line-art illustration of a family is centered on the page. It depicts a large figure for a parent and a smaller figure for a child, both with circular heads. The lines are thin and purple, creating a minimalist silhouette effect.

COMBINED FINANCIAL SERVICES GUIDE,  
PRODUCT DISCLOSURE STATEMENT  
AND POLICY WORDING

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# SERIOUS ILLNESS INSURANCE

1 JANUARY 2012

**This document is a Combined Financial Services Guide, Product Disclosure Statement and Policy Wording and contains two parts:**

**Part A - Product Disclosure Statement (PDS)**  
**- Policy Wording**

**Part B - Financial Services Guide (FSG)**

### **About the issuer**

Bupa Serious Illness Insurance is issued by ClearView Life Assurance Limited (ABN 12 000 021 581) (AFS Licence No. 227682) ('ClearView'). Your application for insurance is subject to acceptance by ClearView.

ClearView makes payments to its distributors based on commercial arrangements that are in place. This payment is made by ClearView and does not represent a charge or cost to you.

ClearView takes full responsibility for the information contained in the PDS and Policy Wording.

### **About the distributor**

Bupa Australia Pty Limited (ABN 81 000 057 590) and Bupa Australia Health Pty Limited (ABN 50 003 098 655) (trading as 'Bupa') are Authorised Representatives of ClearView and are authorised to distribute and arrange for the issue of the insurance.

Bupa do not underwrite or in any way guarantee Bupa Serious Illness Insurance or any financial advice provided.

### **Terminology**

In this document '**we/us/our**' means ClearView and '**you/your**' means the life insured and policy owner, or for purposes of a direct debit agreement, the customer who signed the direct debit request. Many of the other words used in this document have specific meanings, which are explained in the Definitions section. Please make sure you understand the definitions before making any decision about this product.

### **Product Disclosure Statement (PDS) - Part A**

The PDS is designed to help you understand what you need to know about Bupa Serious Illness Insurance so that you can decide whether to proceed with this cover.

Any information in this PDS is of a general nature only and does not take into account your individual financial situation, needs or objectives.

The PDS has been prepared with the most up-to date information available at the time of production. In the event of an omission of information or if there is a materially adverse change to the information, we will issue a supplementary or replacement PDS. Where a change is not materially adverse, the updated information will be available at **Bupa.com.au/LifeInsurance**. We will

give you a paper copy of any updates (free of charge) if you request them.

You should carefully read the PDS and Policy Wording contained in this document before making any decision about whether to purchase Bupa Serious Illness Insurance.

### **Policy Wording - Part A**

The Policy Wording provides the full terms and conditions of the policy. This document along with the policy certificate comprise your policy. They are important documents and should be kept in a safe place.

### **Financial Services Guide (FSG) - Part B**

The FSG is issued by Bupa and gives details about the services provided by Bupa. The FSG is designed to help you decide whether to use the services of Bupa. Bupa take full responsibility for the information contained in the FSG.

# TABLE OF CONTENTS

<b>Summary of benefits</b>	<b>5</b>
<b>Part A – Product Disclosure Statement and Policy Wording</b>	<b>6</b>
<b>What is Bupa Serious Illness Insurance?</b>	<b>6</b>
Simple, affordable life insurance protection	6
Who can apply?	6
<b>The benefits and when we will pay them</b>	<b>7</b>
The benefits	7
Reward Cover Benefit	7
When we will pay	7
Changing the sum insured	8
<b>When we won't pay a benefit</b>	<b>9</b>
Within the first three months	9
Pre-existing conditions	9
Self inflicted injury	9
Causes of injury	9
<b>About your premiums</b>	<b>10</b>
Your premium	10
Level premium rate for the first three years	11
Smoker or non-smoker rates	11
Paying your premiums	11
If you stop paying your premiums	12
Changing premium rates	12
Taxation	12
<b>How to apply</b>	<b>13</b>
Four easy steps	13
Cooling off period	13
Your duty of disclosure	14
<b>Making a claim</b>	<b>15</b>
Claims requirements	15
Paying claims	15
<b>When cover starts and ends</b>	<b>16</b>
When cover starts	16
When cover ends	16
Cover is guaranteed renewable	16
Reinstatement	16
No cash value	17
<b>About policies issued by ClearView Life Assurance Limited</b>	<b>18</b>
Transferring ownership of the policy	18
Statutory fund	18
Currency	18

Relevant law	18
Continuation certificate	18
Notices	18
Variations to the policy	18
If you have a complaint	19
Privacy and your personal information	19
<b>Direct Debit Service Agreement</b>	<b>21</b>
Debiting your account	21
Changes by us	21
Changes by you	21
Your obligations	21
Dispute	22
Confidentiality	23
Notice	23
<b>Definitions</b>	<b>24</b>
<b>Part B - Financial Services Guide</b>	<b>30</b>
About this Financial Services Guide	30
Documents you may receive	30
Remuneration, fees and benefits received	31
To provide instructions or for more information	31
If you have a complaint with our services	31

## SUMMARY OF BENEFITS

- ✓ Lump sum payment for specific illnesses or injury including Cancer, Benign brain tumour, Burns, Serious injury, Heart attack, Diabetes, Stroke, Coronary artery bypass and Angioplasty
- ✓ Choice of cover, between Standard, Plus and Premium
- ✓ Cover automatically increases each year to keep pace with inflation
- ✓ 24 hour worldwide protection
- ✓ Level premium rate for the first three years, which means premiums do not increase with age

### **PLUS... additional benefits for Bupa health insurance members**

- ✓ 10% discount on premiums
- ✓ An extra 10% paid on all claims

## PART A - PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

### WHAT IS BUPA SERIOUS ILLNESS INSURANCE?

#### **Simple, affordable life insurance protection**

Bupa Serious Illness Insurance is designed to pay a lump sum benefit if you are diagnosed with a specified medical condition or suffer a specific injury. This cover is worldwide, 24 hours per day.

The lump sum benefit payable under Bupa Serious Illness Insurance can be of enormous help when you are recovering from a major illness or serious injury. For example, you may want to use the benefit to access the best medical treatment for your condition, whether that treatment is available here or overseas.

Whatever the reason, you will find that Bupa Serious Illness Insurance offers simple, affordable cover.

#### **Who can apply?**

Permanent Australian residents aged 18 - 55 (inclusive) can apply for Bupa Serious Illness Insurance.

This cover is underwritten which means you will be required to answer some questions in relation to your health and medical history. Upon assessment of your completed application we may require further information from you.

## THE BENEFITS AND WHEN WE WILL PAY THEM

There are three levels of cover to choose from: Standard cover, which has an initial sum insured of \$50,000, Plus cover, which has an initial sum insured of \$100,000, and Premium cover, which has an initial sum insured of \$200,000. When you apply for cover, you select the plan that you think will best meet your needs.

Insured event	STANDARD COVER	PLUS COVER	PREMIUM COVER
Cancer	\$50,000	\$100,000	\$200,000
Benign brain tumour	\$50,000	\$100,000	\$200,000
Burns	\$50,000	\$100,000	\$200,000
Serious injury	\$50,000	\$100,000	\$200,000
Heart attack	\$50,000	\$100,000	\$200,000
Diabetes	\$50,000	\$100,000	\$200,000
Stroke	\$50,000	\$100,000	\$200,000
Coronary artery bypass	\$50,000	\$100,000	\$200,000
Angioplasty*	\$10,000	\$20,000	\$40,000

\*For Angioplasty we pay a partial benefit of 20% of the sum insured. The payment of a partial benefit will reduce the sum insured.

Note: The amounts quoted in the table above are based on the initial sum insured amounts. The amount payable in the event of a claim will be higher if the Cover Indexation Benefit has been accepted. Please refer to the section over the page in regards to the Cover Indexation Benefit.

### Reward Cover Benefit

The benefit payable will be increased by 10% if you are a Bupa health insurance member at the time of claim.

### When we will pay

We will pay a benefit once you survive 14 days from the diagnosis of the specified medical event or condition. There are some exceptions to this. Please make sure you read 'When we won't pay a benefit' on page 9.

Each event and condition has a specific medical meaning, please refer to the Definitions section.



## After you turn 65

If you still hold this cover on or after the policy anniversary after your 65th birthday, a benefit will only be payable in the event of Loss of independent existence. Please refer to the Definitions section for the meaning of this event. The full sum insured will be payable for this benefit.

## Changing the sum insured

### Cover Indexation Benefit

On each policy anniversary date we will automatically increase the sum insured in line with the consumer price index (CPI), subject to a minimum increase of five percent. The premium amount will be increased at the same time to reflect the increased sum insured and will be based on your age at the time of the increase.

You may choose not to accept this Cover Indexation Benefit by advising us in writing at least 30 days before the relevant policy anniversary. The Cover Indexation Benefit will cease to be applied as of the next policy anniversary date after you turn age 65.

### Increasing the sum insured

An application to increase your sum insured from Standard cover to either Plus cover or Premium cover, or from Plus cover to Premium cover can be made at anytime prior to you turning age 56.

In order to assess the application for an increase in cover, a new application, including underwriting will be required. We may ask for information about your health, occupation, pastimes and lifestyle at the time of the increase. Based on these answers we may not agree to the increase in cover or may offer the increase on different terms to the original cover.

Any change will be confirmed by us in writing and we will adjust your premium accordingly.

### Decreasing the sum insured

Decreasing your sum insured from Premium cover to either Plus cover or Standard cover, or from Plus cover to Standard cover can be made at any time before you turn age 80. Any change will be confirmed by us in writing and we will adjust your premium accordingly.

## WHEN WE WON'T PAY A BENEFIT

### Within the first three months

No benefit will be paid for Cancer, Benign brain tumour, Heart attack, Coronary artery bypass, Angioplasty, Stroke or Diabetes if the diagnosis or symptoms of the condition or the circumstances leading to the condition occurred within the first three months of the policy start date, the date the cover was increased (only in respect of the amount of the increase) or date of last reinstatement.

### Pre-existing conditions

No benefit will be paid for a medical condition that occurred before the commencement date unless you told us in writing about the medical condition when you applied for the cover or applied to have the cover increased or reinstated, and we agreed to accept it. For the purposes of this clause, you had a medical condition or illness if:

- a medical practitioner or other medical professional gave you, or recommended that you receive advice, care or treatment; or
- you had symptoms of a medical condition or illness for which a reasonable person would have tried to receive advice, care or treatment from a medical practitioner or other medical professional.

### Self inflicted injury

No benefit will be paid if the insured condition is caused directly or indirectly by any intentional self-inflicted injury or attempted suicide by you.

### Causes of injury

If you suffer a Serious injury no benefit will be paid if the Serious injury:

- occurs while you are under the influence of alcohol or any other drug other than taken and used as prescribed by a medical practitioner; or
- results directly or indirectly from you engaging in any unlawful activity.

If the sum insured is not paid, premiums will not be refunded.

## ABOUT YOUR PREMIUMS

### Your premium

The cost of cover depends on your age, gender, smoking status and choice of plan, either Standard cover, Plus cover or Premium cover.

**Bupa health insurance members receive a 10% discount on Bupa Serious Illness Insurance premiums.**

The following tables show the monthly premiums for Standard, Plus and Premium cover for various ages, including the 10% discount for Bupa health insurance members. If you would like a quote for other ages not shown below, please call us on **134 135**.

Age at entry	STANDARD COVER			
	MALE NON-SMOKER	MALE SMOKER	FEMALE NON-SMOKER	FEMALE SMOKER
25	\$12.60	\$21.69	\$14.22	\$20.97
30	\$12.33	\$21.38	\$17.87	\$27.81
35	\$14.63	\$27.54	\$25.79	\$42.98
40	\$20.84	\$43.07	\$39.87	\$71.46
45	\$39.11	\$88.56	\$58.41	\$112.10
50	\$71.19	\$170.55	\$77.90	\$163.13
55	\$132.55	\$300.20	\$112.48	\$235.78

Age at entry	PLUS COVER			
	MALE NON-SMOKER	MALE SMOKER	FEMALE NON-SMOKER	FEMALE SMOKER
25	\$25.20	\$43.38	\$28.44	\$41.94
30	\$24.66	\$42.75	\$35.73	\$55.62
35	\$29.25	\$55.08	\$51.57	\$85.95
40	\$41.67	\$86.13	\$79.74	\$142.92
45	\$78.21	\$177.12	\$116.82	\$224.19
50	\$142.38	\$341.10	\$155.79	\$326.25
55	\$265.10	\$600.39	\$224.96	\$471.56

Age at entry	PREMIUM COVER			
	MALE NON-SMOKER	MALE SMOKER	FEMALE NON-SMOKER	FEMALE SMOKER
25	\$50.40	\$86.76	\$56.88	\$83.88
30	\$49.32	\$85.50	\$71.46	\$111.24
35	\$58.50	\$110.16	\$103.14	\$171.90
40	\$83.34	\$172.26	\$159.48	\$285.84
45	\$156.42	\$354.24	\$233.64	\$448.38
50	\$284.76	\$682.20	\$311.58	\$652.50
55	\$530.19	\$1,200.78	\$449.91	\$943.11

### Level premium rate for the first three years

Usually the cost of your cover increases each year as you get older. However, to help you manage costs, your premium rate will not increase with your age for the first three years from the policy start date.

This applies to the original sum insured at the time of application and any increase in cover in the first three years. This means that the premium rate remains level for the first three years and the premium amount due in the first three years will only increase as a result of an increase in cover.

Your premium rate will then increase on the third policy anniversary to reflect your age at that time and will increase each year in line with your age until policy expiry.

### Smoker or non-smoker rates

When the policy is issued, you are classified as either a smoker or non-smoker, according to the details we receive in your application. The premium rates vary according to this classification.

If you have been classified as a smoker and you then cease to smoke and do not smoke for 12 months, you may apply to have your classification changed to non-smoker. In support of this change in classification you will have to complete a non-smoker declaration confirming the change in your smoking status and that you have not smoked in the previous 12 months.

### Paying your premiums

Premiums are payable in advance, either monthly or annually. If you pay annually, you pay 12 times the monthly premium.

The due date for the premium is the monthly or annual anniversary of the policy start date.

For your convenience we have a number of easy payment options for you to choose from, which helps take the worry out of remembering to pay your premiums on time:

- Direct Debit from your nominated bank account
- Credit Card (Visa and MasterCard)
- Cheque (yearly premiums only).

### **If you stop paying your premiums**

If you do not pay your premium within 30 days of the due date, we will send you a notice explaining that we may cancel your policy, if you do not pay all premiums due by the date indicated in the notice. If we cancel your policy all cover will cease. If a benefit becomes payable for an insured event happening before we cancel the policy, we will deduct any overdue premiums.

You may apply to reinstate your policy after it is cancelled, subject to our approval and payment of outstanding premiums. Refer to 'Reinstatement' on page 16.

If you use a cheque, credit card or direct account deduction to pay a premium and the payment is rejected by your financial institution, the premium remains unpaid. If the premium was the first policy premium, your policy will not operate at all.

### **Changing premium rates**

Premium rates are not guaranteed and we reserve the right to review our rates at any time. Any change to our standard rates will apply to all Bupa Serious Illness Insurance policies in a defined group and you will be given 30 days notice in writing. We will not single out an individual for a premium increase.

The insurance premium is the only amount payable. The premium includes allowances for current government charges and taxes (including stamp duty or a goods and services tax).

We may pass on to you any applicable new or increased government taxes or charges.

### **Taxation**

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

## HOW TO APPLY

### Four easy steps

If you are a permanent Australian resident aged 18 – 55 (inclusive) just follow these easy steps to apply for Bupa Serious Illness Insurance:

- Step 1. Read** this document carefully – it contains important information about the product, including details of benefits, costs and exclusions that may apply.
- Step 2. Choose** the plan you want, Standard, Plus or Premium.
- Step 3. Decide** how you want to pay for your cover. For your convenience, your monthly or annual premiums can be automatically deducted from your bank account or credit card. If you prefer, you can also pay annually by cheque.
- Step 4. Complete** the application form attached. For more information call **134 135**, visit **[Bupa.com.au/LifeInsurance](http://Bupa.com.au/LifeInsurance)** or pop by your Bupa centre.

### Cooling off period

If for any reason you decide that your policy does not meet your needs, you can cancel it by notifying us in writing within 14 days, starting on the earlier of:

- the date you receive your policy certificate; or
- five business days after your policy start date.

This is known as the ‘cooling off period’. If you cancel your policy within this period, we will refund any premiums you have paid.

You will not be able to cancel your policy under the cooling off period if you have exercised any rights under it, for example, if you have made a claim under your policy.

## Your duty of disclosure

Under the Insurance Contracts Act 1984, you have a duty, before the contract of life insurance is entered into with us, to disclose every matter that you know, or could reasonably be expected to know, that is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before the insurance is extended, varied or reinstated. This duty, however, does not require disclosure of a matter:

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

Please consider your answers carefully. Your duty of disclosure continues until we accept your application and issue your policy.

## Non-disclosure

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

If we are entitled to avoid a contract of insurance we may, within three years of entering into it, elect not to avoid it but reduce the amount of the insured benefit in accordance with a formula that takes into account the premium that would have been payable if all relevant matters had been disclosed to us.

## MAKING A CLAIM

Claims should be made within 90 days after the insured event, or as soon as reasonably practical thereafter. We will need all the evidence we reasonably regard as necessary to establish entitlement to a benefit.

We are committed to paying claims as quickly as possible, and have a service standard of 48 hours once all claims requirements have been received in our office.

### Claims requirements

To make a claim under the policy we must receive:

- our claim form which has been fully completed;
- the policy certificate;
- proof of your age, if not already provided; and
- any other evidence we require to establish the circumstances of the claim.

The cost of medical and other information, which we may reasonably require to establish the validity of a claim, is your responsibility.

### Paying claims

We must be fully satisfied of our liability to pay a benefit, before a payment can be made. Benefits will be paid to the policy owner.



## WHEN COVER STARTS AND ENDS

### When cover starts

Cover starts once your application has been approved and we confirm this for you in writing. We will also issue you with a policy certificate.

The policy certificate sets out the details of your cover, including the name of the policy owner, the life insured, the policy start date and the policy expiry date.

This is an important document and should be kept in a safe place with this PDS, which includes the policy wording.

### When cover ends

Cover ends when the first of the following occurs:

- you die;
- the policy anniversary immediately after you turn age 80;
- we cancel your policy following your written request;
- we cancel your policy because premiums are unpaid, as and when due;
- we cancel your policy in accordance with our rights in relation to your duty of disclosure; or
- when the maximum total benefits have been paid under the policy.

When all cover ceases the policy ends.

Cessation of cover does not affect any rights to benefits accrued prior to the cessation.

### Cover is guaranteed renewable

If you pay your premiums within 30 days after the policy anniversary date and comply with policy conditions, your cover is guaranteed renewable up until the policy expiry date. This means that we cannot cancel your cover, place any further restrictions on your cover or increase the premium because of any change to your state of health, occupation or pastimes.

### Reinstatement

If your policy has been cancelled by us because premiums were unpaid, you can apply to have the policy reinstated. You must apply within 30 days of your policy being cancelled. We may ask for information regarding your health, occupation and pastimes before agreeing to reinstate cover. If the policy is reinstated, all unpaid premiums must be paid.

## **No cash value**

Bupa Serious Illness Insurance is not an investment policy and therefore has no residual cash or surrender value. All the premiums you pay are used to provide life insurance cover to you. You will not receive any money back if the policy ceases after the cooling off period has expired.

If however, you have paid an annual premium and then cancel your policy during the course of the year, we will pay a pro-rata premium refund of any unused premium on the policy.

# ABOUT POLICIES ISSUED BY CLEARVIEW LIFE ASSURANCE LIMITED

## Transferring ownership of the policy

This policy is a self life policy only. As the sole owner of the policy, you will also be the only insured person. In this document **'you/your'** refers to the life insured and the policy owner as named in the policy certificate. If you transfer ownership of the policy, 'you/your' will refer to the life insured or the policy owner, as the context requires. For example, references to **'you/your'** in respect of eligibility requirements and insurable events are references to the life insured. References to the payment of a benefit, who we send correspondence to and who may cancel or make changes to the policy, are references to the policy owner.

You may transfer ownership of this policy by completing the Memorandum of Transfer form attached to the policy certificate. To be effective, you must return your policy certificate and completed Memorandum of Transfer to us for registration. You may also be required to pay stamp duty on the transfer.

## Statutory fund

All premiums received are paid into our No 1 Statutory Fund, and all benefits are paid out of this fund.

## Currency

Premiums and any benefits are payable in Australia, in Australian dollars.

## Relevant law

This policy is subject to and governed by the laws of the State of New South Wales.

## Continuation certificate

The continuation certificate is the notice we send you each year telling you the sum insured and the premium due for the year beginning on the next policy anniversary.

## Notices

Any notice you give us under this policy must be given to us in writing. Any notice which we give you must also be in writing, and will be effective when delivered or posted to the address last known to us.

## Variations to the policy

Any variation of this policy must be confirmed to us in writing.

We may vary the conditions in this policy:

- as a result of any change in the law; or
- if the variation is not prejudicial to you.

Any variation of this policy will apply to all Bupa Serious Illness Insurance policies in a defined group and you will be given 30 days notice in writing of any new conditions.

### **If you have a complaint**

At ClearView Life Assurance Limited, customer satisfaction is very important to us. Should you be dissatisfied with our service or product please let us know by telephoning **134 135**, or please write to the following address:

**Complaints Manager  
ClearView Life Assurance Limited  
Reply Paid 4232  
Sydney NSW 2001**

We will address your complaint within 45 days (or within any extended period you approve). If you are not satisfied with our response, you may contact the Financial Ombudsman Service on **1300 780 808** between 9am and 5pm (Melbourne time) Monday to Friday. Alternatively, you may visit their website at **www.fos.org.au**, or by writing to the address below:

**The Manager  
Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001**

This service is provided to you free of charge.

### **Privacy and your personal information**

We are committed to ensuring the confidentiality and security of your personal information including sensitive information. All personal information will be handled in accordance with the Privacy Act.

#### **Collection, Use and Disclosure of your Personal Information**

We need to collect, use and disclose your personal information including sensitive information in order to consider your application and to provide the cover you have chosen, administer the policy and assess any claim. You can choose not to provide us with some or all of your personal information including sensitive information, but this may affect our ability to provide the cover.

By providing your personal information including sensitive information, you acknowledge and declare that, and consent to the following:

- we can collect and use your personal information including sensitive information for the following purposes: to assess any application; underwrite; price and issue any policy; calculate or offer benefits and discounts; administer the policy; to investigate, assess and pay any claim;

- for these purposes we can collect your personal information including sensitive information from, and disclose it on a confidential basis to: our related entities; outsource providers; government departments and agencies; investigators; lawyers; advisers; medical and health service providers; reinsurers; other insurers; anyone acting on our behalf; and the agent of any of these; and
- where you provide personal information including sensitive information to us about another person, you are authorised to provide their information to us, and that you will inform that person who we are, how we use and disclose their information, and that they can gain access to that information (unless doing so would pose a serious threat to the life or health of any individual).

Further information on how we handle your personal information is explained in our Information Handling Policy, including how you can access your personal information. If you would like a copy of our Information Handling Policy or have any questions regarding privacy, please call us on **1800 213 839**.

## Marketing

We are committed to providing you with access to a range of leading products and services.

In order to do this we will use your personal information to offer you other products and services. We may disclose your personal information on a confidential basis to our related entities within ClearView so that they can also offer you products and services.

By providing your personal information to us you acknowledge that, and consent to:

- us collecting and using your personal information to contact you for market research and to provide you information and offers about products and services offered by us, our related entities within ClearView, and other organisations whose products and services we promote;
- us disclosing your personal information on a confidential basis for these marketing purposes to our related entities and to any agent of them; and
- you informing us if you do not want your personal information to be used, or disclosed for these marketing purposes, by telephoning **1800 213 839**.

# DIRECT DEBIT SERVICE AGREEMENT

## Debiting your account

By signing a direct debit request, you have authorised us to arrange for funds to be debited from your nominated account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your nominated account for payment of the applicable premium:

- as authorised in the direct debit request; or
- if we have sent to the address nominated by you in the direct debit request, a billing advice which specifies that amount payable by you to us and when it is due.

If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your nominated account on the following business day.

If you are unsure about which day your nominated account has or will be debited, you should ask your financial institution.

## Changes by us

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.

## Changes by you

You may change the arrangements under a direct debit request by contacting us on **134 135**.

However this is subject to:

- if you wish to stop or defer a debit payment you must notify us in writing at least seven business days before the next debit day. This notice should be given to us in the first instance; and/or arranged through your financial institution.
- you may also cancel your authority for us to debit your nominated account at any time by giving us 14 business days notice in writing before the next debit day. This notice should be given to us in the first instance; and/or arranged through your financial institution.

## Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in your nominated account to allow a debit payment to be made in accordance with the direct debit request. If there are insufficient clear funds in your nominated account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by us; and

- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your nominated account are correct.

If ClearView Life Assurance Limited is liable to pay goods and services tax (“GST”) on a supply made in connection with this agreement, then you agree to pay ClearView Life Assurance Limited on demand an amount equal to the consideration payable for the supply, multiplied by the prevailing GST rate.

## Dispute

If you believe that there has been an error in debiting your nominated account, you should notify us on **134 135** and confirm that notice in writing with us as soon as possible so that we can resolve your query.

If we conclude as a result of our investigation that your nominated account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your nominated account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your nominated account has been adjusted.

If we conclude as a result of our investigations that your nominated account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding. Any queries you may have about an error made in debiting your nominated account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you.

If we cannot resolve the matter you can still contact your financial institution, which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

You should check:

- with your financial institution whether direct debiting is available from your nominated account, as direct debiting is not available on all accounts offered by financial institutions;
- your account details which you provided to us are correct by checking them against a recent account statement; and
- with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

## Confidentiality

We will keep any information (including your nominated account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure, and to ensure that any of our employees who have access to information about you do not make any unauthorised use, modification, reproduction, or disclosure of that information.

We will only disclose information that we have about you:

- to the extent specifically required by the law; or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

## Notice

If you wish to notify us in writing about anything relating to this agreement, you should call **134 135** to obtain our appropriate mailing address and/or fax number.

We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request. Any notice will be deemed to have been received two business days after it is posted.



## DEFINITIONS

**'accident/accidental'** means an unintended and unexpected event, which occurs while this policy is in force and where you suffer physical injuries caused solely and directly by visible, violent and external means and where the injury is not self inflicted.

For the avoidance of doubt, accident excludes:

- suicide, and/or events where the injury and/or death was unintended and unexpected, but was the result of an intentional act;
- death or injury due to natural causes;
- vascular accidents;
- allergic reactions; or
- any event relating directly or indirectly to any surgical procedure.

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

**'active employment/actively employed'** means you are:

- employed to carry out identifiable duties;
- actually performing or capable of performing those duties; and
- in our opinion not restricted by sickness or injury from performing those duties on a full-time basis (even if not then working on a full-time basis), where 'full-time basis' means at least 35 hours per week.

**'activities of daily living'** refer to:

1. Bathing/Showering - including getting in and out of the bath/shower;
2. Dressing - putting on and taking off clothing;
3. Toileting - using the toilet to maintain personal hygiene, including getting on and off;
4. Mobilising - getting in and out of bed, a chair or wheelchair, or moving from place to place by walking or with a wheel chair or walking aid; and
5. Feeding - getting food from plate into your mouth.

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

**'angioplasty'** means the undergoing of coronary artery angioplasty, that is considered necessary by a cardiologist to treat coronary artery disease. The cardiologist's opinion that the procedure is necessary must be supported by angiographic evidence.

Multiple claims for angioplasty are allowed up until the maximum sum insured benefit, providing they are separated by at least six months. Triple vessel angioplasty will result in the full sum insured paid.

**'applicable premium'** means the premium payable for the cover applying at the relevant time.

**'benign brain tumour'** means a non-cancerous tumour in the brain giving rise to characteristic symptoms of increased intracranial pressure such as papilloedema, mental symptoms, seizures and sensory impairment as confirmed by a medical practitioner who is a consultant neurologist.

The tumour must result in permanent neurological deficit:

- causing at least 25% permanent whole person impairment, as defined in the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment', 6th edition, or an equivalent guide to impairment approved by us; or
- requiring cranial surgery for its removal.

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

Cysts, granulomas, malformations in or of the arteries or veins of the brain, haematomas, and tumours in the pituitary gland or spine are specifically excluded.

**'Bupa health insurance member'** means a customer who holds current private health insurance cover issued by a Bupa Australia company.

**'burns'** means tissue injury caused by thermal, electrical or chemical agents causing deep (third degree) burns to:

- 20% or more of the body surface area as measured by the age-appropriate use of 'The Rule of Nines' or the Lund & Browder Body Surface Chart;
- both hands, requiring surgical debridement and/or grafting; or
- the face, requiring surgical debridement and/or grafting.

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

**'cancer'** means the presence of one or more malignant tumours. Malignant tumours are characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue. Malignant tumours must be confirmed by histological examination and must either require major interventionist therapy including surgery, chemotherapy, radiotherapy, biological response modifiers or other major treatment or be unable to be treated with major interventionist therapy. Malignant tumours include and are not limited to:

- malignant lymphoma;
- leukaemia;
- Hodgkins Disease;
- carcinoma in situ of the breast requiring removal of all breast tissue from the breast;
- malignant bone marrow disorder; or
- all skin cancers that have metastasised to other organs, or the tumour is a malignant melanoma of Clark Level 3 and above, or invasion equal to or greater than 1.5mm thickness.

The following cancers are specifically excluded:

- tumours treated by endoscopic procedures alone;
- tumours showing malignant change of carcinoma in situ, except where carcinoma in situ of the breast results in the entire removal of the breast specifically to arrest the spread of malignancy;
- tumours which are histologically described as pre-malignant;
- all skin cancers unless they have metastasised to other organs, or the tumour is a malignant melanoma of Clark Level 3 and above, or invasion equal to or greater than 1.5mm thickness;
- chronic lymphocytic leukaemia diagnosed as RAI stage 0 or 1 which is defined to be in the blood and bone marrow and/or lymph nodes only;
- T1 NO MO papillary carcinoma of the thyroid less than 1 cm in diameter;
- prostatic cancers which remain histopathologically classified as TNM Stage T1a, T1b, T1c or are of another equivalent or lower classification, unless they require major interventionist therapy; and
- AIDS-related cancers such as Kaposi's Sarcoma.

**'cognitive impairment'** means a permanent deterioration or loss of intellectual capacity that requires you to be under continual care and supervision by someone else.

**'coronary artery bypass'** means the actual undergoing of bypass surgery (including saphenous vein or internal mammary graft(s)) for the treatment of coronary artery disease. Any other operations are specifically excluded from this definition.

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

**'debit payment'** means a particular transaction where a debit is made.

**'diabetes'** means severe 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;
- severe diabetic neuropathy causing motor and/or autonomic impairment;
- diabetic gangrene leading to surgical intervention; or
- severe diabetic nephropathy causing chronic irreversible renal impairment (as measured by a corrected creatinine clearance below the laboratory(ies) measured normal range).

**‘direct debit request’** means the direct debit request between us and you.

**‘heart attack’** means a myocardial infarction resulting in the death of a portion of the heart muscle due to inadequate bloody supply to the relevant area. A medical practitioner specialising in cardiology must certify that a heart attack has occurred and the diagnosis must be based on either:

- the following medical evidence:
  - i. elevation of cardiac enzyme CK-MB; or
  - ii. elevation in levels of Troponin I greater than 2.0 mcg/L or Troponin T greater than 0.6 mcg/L or their equivalent;

AND

- iii. confirmatory new electrocardiogram (ECG) changes; or
- iv. medical evidence satisfactory to us that the heart attack reduced the Left Ventricular Ejection Fraction to below 50% when measured at least six weeks after the heart attack.

OR

- any other medical evidence satisfactory to us which demonstrates that myocardial damage has occurred to at least the same degree of severity as would be evidenced by the medical evidence required under the first bullet point.

**‘home duties’** refer to the domestic duties generally performed by a person who remains at home and is not working in regular employment for income, including:

1. Cleaning the home;
2. Performing the laundry services such as washing and ironing;
3. Shopping for food;
4. Preparing meals for the household; and
5. Caring for children (where applicable).

**‘injury’** means a bodily injury which occurs while this policy is in force and which is caused solely and directly

by violent, accidental, external and visible means, independent of any other cause.

**'life insured'** means the person insured as stated in the policy certificate.

**'loss of independent existence'** means:

- there is permanent and irreversible inability to perform without the assistance of another person any two of the activities of daily living or all of the home duties; or
- you suffer from cognitive impairment that results in you requiring permanent and consecutive supervision for a continuous period of at least six months.

Your permanent and irreversible impairment must be established by a medical practitioner.

**'medical practitioner'** means a person acceptable to us who is qualified, registered and practising in Australia as a medical practitioner, other than:

- you;
- a member of your immediate family; or
- your business associate.

We may also accept a person with similar qualifications who is registered and practising as a medical practitioner in another country.

**'other medical professional'** means a physiotherapist, chiropractor, occupational therapist, practitioner of Chinese medicine, herbal therapies or any other such person.

**'permanent Australian resident'** means the holder of a current valid Australian passport or a person who has been granted a permanent resident visa.

**'policy'** means the Bupa Serious Illness Insurance policy, which is a contract of insurance between you and ClearView Life Assurance Limited, and which comprises the Bupa Serious Illness Insurance Product Disclosure Statement and Policy Wording, the policy certificate (as applies from time to time) and any other documents we issue to you at time of acceptance of cover.

**'policy anniversary'** means an anniversary of the policy start date.

**'policy certificate'** is the policy certificate issued upon confirmation of issue of cover or any replacement policy certificate we issue.

**'policy expiry date'** means the expiry date as stated in the policy certificate.

**'policy owner'** means the policy owner as stated in the policy certificate.

**'policy start date'** means the date the policy starts, as stated in the policy certificate.

**'product issuer'** means ClearView Life Assurance Limited.

**'serious injury'** means an injury that has for the first time resulted in you being confined to an intensive care unit in an acute care hospital for a period of 30 consecutive days (24 hours per day) under the full-time care of a registered medical practitioner.

**'stroke'** means any cerebrovascular accident or incident producing objective neurological sequelae lasting at least 24 hours. This includes infarction of brain tissue, thrombosis, intracranial and/or subarachnoid haemorrhage or embolisation from an extracranial source.

The diagnosis must be made by a medical practitioner specialising in neurology and supported by evidence on Computerised Tomography (CT), Magnetic Resonance Imaging (MRI) or other reliable imaging techniques acceptable to us.

Transient ischaemic attacks, reversible ischaemic neurological deficit, cerebral symptoms due to migraine and any intracranial bleeding caused by a trauma hypoxaemia, vascular disease affecting the eye, optic nerve or vestibular function are each excluded.

**'sum insured'** means the insured amount as stated in the policy certificate.

**'we/us/our'** means ClearView Life Assurance Limited.

**'you/your'** means the life insured and policy owner, or for purposes of a direct debit agreement, the customer who signed the direct debit request.

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

## PART B – FINANCIAL SERVICES GUIDE

Date: 28th October 2011

### About this Financial Services Guide

This Financial Services Guide (**FSG**) is provided by Bupa Australia Pty Limited (ABN 81 000 057 590) and Bupa Australia Health Pty Limited (ABN 50 003 098 655) (together **Bupa**) and is designed to help you decide whether you wish to use the services of Bupa, in relation to life insurance products using Bupa's name (**Bupa Life Insurance Products**) and which are issued by ClearView Life Assurance Limited (**ClearView**) (ABN 12 000 021 581). ClearView is the holder of an Australian Financial Services Licence [AFSL 227682].

For the purposes of this FSG, '**we/us/our**' means Bupa and '**you/your**' means the life insured.

This FSG contains important information about:

- who we are;
- the services and products we offer;
- the remuneration we receive in arranging Bupa Life Insurance Products;
- how you can contact us; and
- our procedures for dealing with a complaint and how it will be dealt with.

As authorised representatives of ClearView, we are licensed to provide general advice on life risk insurance products and to deal in life risk and investment products (**services**) including distributing and arranging for the issue of Bupa Life Insurance Products in Australia. We are only responsible for these services.

The distribution of this FSG by Bupa has been authorised by ClearView.

### Documents you may receive

We will refer you to the relevant Product Disclosure Statement if we offer or arrange to issue or sell a Bupa Life Insurance Product to you. The Product Disclosure Statement for the relevant Bupa Life Insurance Product contains information about the product, including its benefits and risks, features and cost; and explains the terms and conditions of the insurance cover provided when you purchase the relevant Bupa Life Insurance Product. It will help you decide whether to acquire the relevant product in respect of your circumstances.

## Remuneration, fees and benefits received

For providing our services to you regarding Bupa Life Insurance Products, we receive the amounts listed below from ClearView. Importantly, what is paid to us is not an additional charge to you – all you pay is the premium applying to your policy.

For each policy sold, 24% of your gross premium (including any applicable stamp duty or policy fee) is paid to us as a distribution fee, including your renewal premiums. Gross premium is the premium calculated before the deduction of the cost of stamp duty and fees payable in connection with services provided to policyholders. We do not pay referral fees for anyone referring you to us. We pay our employees who sell Bupa Life Insurance Products a salary. However, we will receive an additional payment of 5% of premiums paid in the first year (inclusive of GST) in relation to Bupa Life Insurance Products, which may be paid to our employees as part of our Employee Incentive Program, that may apply from time to time.

If we refer you to ClearView and you subsequently are issued with a life insurance product issued by ClearView as a result of such a referral, we may receive a referral fee from ClearView of 20% of any fee paid for advice in relation to the relevant policy for as long as the policy remains in force.

## To provide instructions or for more information

You can call us on **134 135** or visit a Bupa Retail Centre to request information in respect of Bupa Life Insurance Products and/or obtain further services. Our employees who you may deal with over the phone or in person, have the authority to provide the services to you.

For your information, Bupa's contact details are as follows:

Level 1, 50 Bridge Street, Sydney, NSW 2000  
Telephone: **134 135**

For your information, ClearView's contact details are as follows:

GPO Box 4232  
Sydney NSW 2001

## If you have a complaint with our services

If you have a complaint in respect of the services we have provided please refer to the suggested steps below to enable us to resolve the matter for you.



### Step 1

Should you have any concerns, we encourage you to discuss the matter with the Bupa staff member who handled your enquiry. If the staff member is unable to satisfy your concerns, you can ask to be referred to the appropriate manager.

### Step 2

If you are dissatisfied with our response, you may ask us to refer your dispute to the Internal Disputes Resolution process where a senior manager with delegated authority will review the original response. We will treat your complaint as a dispute. We will review your dispute and provide you with a final decision.

### Step 3

If you disagree with the decision you are entitled to seek an external review. We will provide you with information about options available to you, including if appropriate, referring you to the Financial Ombudsman Service for external dispute resolution. They can be contacted on **1300 78 08 08**.

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## Declarations

My decision to apply for this insurance is based on the material received and my understanding of the information, including the PDS and Policy Wording.

I have read and understand the 'Your Duty of Disclosure' and 'Non-Disclosure' statements in the PDS and Policy Wording and confirm that I am a permanent Australian resident aged between 18 and 55.

I have read and consent to the collection, use and disclosure of my personal information including sensitive information, as set out in the 'Privacy and Your Personal Information' section of the PDS and Policy Wording, including the 'Marketing' section.

I understand that the insurance applied for does not begin until ClearView Life Assurance Limited accepts my application.

### Applicant's signature

D D / M M / Y Y

OPTION A – credit card