



This Product Disclosure Statement (PDS) is issued by American International Assurance Company (Australia) Limited, trading as **AIG Life**, ABN 79 004 837 861; AFSL No. 230043.

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AIG Life is a registered trading name of American International Assurance Company (Australia) Limited (AIA). AIA has been operating in Australia for over 30 years and is a member company of American International Group, Inc. (AIG). AIG is among the world leaders in insurance and financial services, employing over 97,000 people in more than 130 countries and jurisdictions. The strength of the AIG brand is evidenced by its global assets which exceed AU\$1 trillion (US\$850 billion).

AIG Life in Australia is a specialist provider of life insurance products designed to offer comprehensive, affordable solutions to life insurance and financial advisers, their clients and corporate Australia.

AIG Life's obligations do not represent deposits or liabilities of HSBC. HSBC does not stand behind AIG Life. HSBC does not issue this insurance or guarantee any of the benefits under the cover nor is it otherwise responsible for the payment of any claims. HSBC can be contacted at:

**HSBC** 

Level 32, 580 George Street

Sydney NSW 2000

Phone: (02) 9006 5888, Fax: (02) 9006 5440

HSBC has given its written consent to all statements by it or said by it in the form and context in which they are included and has not withdrawn this consent as at the date of this disclosure document. The statements appear throughout this document.

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## **Key Features**

## Plan for the unexpected and cover *Your* credit card repayments

Have *You* ever wondered what would happen to *Your* credit card debt and how *You* would make repayments if *Your* life suddenly changed? HSBC Card Repayment Protection provides comfort knowing that *Your* card repayments are protected if the unexpected happens.

HSBC Card Repayment Protection is an optional extra on *Your HSBC Credit Card* and provides easy, low cost insurance cover to ensure *You* are able to meet *Your* regular monthly repayments if *You* become temporarily disabled or involuntarily unemployed – or pays the *Outstanding Balance* should *You* become totally permanently disabled or die up to a maximum of \$25,000.

#### Cost-effective cover

With HSBC Card Repayment Protection *You* only pay for the cover *You* need. Premiums are calculated at a rate of just 60¢ for each \$100 of the balance owing on *Your* credit card at the end of each *Statement Period* and are automatically charged to *Your HSBC Credit Card Account*. So, if *You* have a *Closing Balance* of \$500, *Your* premium for that month is just \$3.00.

#### 30-day cooling-off period

You're entitled to a cooling-off period of 30 days from the date You receive the policy document. If You decide the cover is not right for You – that's not a problem. Simply advise HSBC in writing of Your request (including the policy document) and the Policy will be cancelled and any premiums You may have paid, will be refunded in full.

#### **Guaranteed acceptance**

Acceptance is guaranteed for HSBC Credit Cardholders who meet the following eligibility criteria:

- have a valid HSBC Credit Card;
- are aged 18 years or older and less than 64 years of age; and
- are a permanent *Australian Resident* or holder of a valid temporary business long stay (457) visa.

There is no medical examination required or any detailed questions to answer. *You* don't pay more for *Your* insurance because of *Your* age or occupation and *You* can claim even if *You*'re entitled to other benefits from another source such as workers' compensation, sick leave or Centrelink benefits

#### Applying is easy

Simply read this Product Disclosure Statement, complete the attached application form and return in the self-seal reply paid envelope provided.

With HSBC Card Repayment Protection, You have the reassurance that, if something should go wrong in Your life, help is there to meet Your minimum monthly card repayments until You're back on track. That way, You can relax and enjoy the freedom Your HSBC Credit Card offers.

<sup>\*</sup> For full details regarding coverage, eligibility and items that may be excluded please read this Product Disclosure Statement. The benefits of the *Policy* are described in detail including the *Policy* limitations on pages 10 & 11 of this document.

## Product Disclosure Statement (PDS)

#### About this PDS

This PDS should be read before making a decision about whether to acquire HSBC Card Repayment Protection insurance

This PDS may be updated or replaced at any time, and *You* can obtain a copy of the current version on request, free of charge, by calling AlG Life on Freecall 1800 333 613. Changes that are materially adverse will be updated and made available to *You* at www.hsbc.com.au, or will be provided to *You* in print form, without charge, upon request. *You* will be advised of material changes or significant events as required by law.

HSBC Card Repayment Protection is only available to persons receiving the offer and making an application in Australia. It is not an offer, invitation or recommendation by AIG Life to invest in the product in any other jurisdiction. Applications from outside Australia will not be accepted. Further, AIG Life and HSBC are not bound to accept an application.

This PDS has been prepared with the intention of providing *You* with important information about HSBC Card Repayment Protection insurance.

Any financial product advice contained in this PDS is of a general nature only and has been prepared without taking into account *Your* objectives, financial situation or needs. *You* should therefore read this PDS before making a decision to purchase this product.

#### Your Duty of Disclosure

Before *You* enter into a contract of insurance with an insurer, *You* have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that *You* know, or could reasonably be expected to know, which is relevant to the insurer's 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 the insurer before You extend, vary or reinstate this contract of insurance

#### Non-Disclosure

If You fail to comply with Your duty of disclosure and the insurer would not have entered into the contract on any terms if the failure had not occurred, the insurer may void the contract within three years of entering into it. If Your non-disclosure is fraudulent, the insurer may void the contract at any time from its inception. An insurer who is entitled to void a contract of insurance may, within three years of entering into it, elect not to void it but to reduce the sum insured in accordance with a formula that takes into account the premium that would have been payable if You had disclosed all relevant matters to the insurer.

# Important Information about Consumer Credit Insurance

Consumer Credit Insurance is insurance designed to help *You* cover *Your* debt repayments in certain situations where *You* may be unable to meet those payments. The following information relates to the requirements of the Uniform Consumer Credit Code.

- Before You apply for HSBC Card Repayment Protection insurance, You should:
  - find out what the *Policy* covers and what it does not cover by carefully reading this PDS to understand the extent of cover provided by the *Policy* and its limitations. If *You* have questions or require more information, *You* can call HSBC in the first instance on:

Premier cardholders 1300 301 168
Platinum cardholders 1800 100 287
Gold cardholders 1800 100 286
Classic and Low Rate cardholders 132 152

Alternatively *You* may call AIG Life directly on Freecall 1800 333 613.

- read the policy document carefully to understand when the *Policy* covers *Your* credit card repayments and when it does not.
- 2. Be aware that *You* are required to be truthful in the information *You* provide AIG Life and HSBC.
- 3. Be aware that this insurance is **optional** and *You* are not obliged to buy this product.
- 4. Be aware that if *You* are unable to make *Your* credit card repayments due to a pre-existing medical condition that *You* knew about at the time *You* took out the *Policy*, the *Insurer* may not pay *Your* claim.
- 5. Some of *Your* insurance premium is paid to HSBC as a commission (up to 20%).
- 6. Be aware that *Your* credit card application approval is not contingent upon *Your* having this insurance.

### Terms and Conditions

Please note that this PDS provides only a basic outline of the coverage. For precise terms and conditions, *You* should refer to the policy document. This should be done within the cooling-off period to satisfy *Yourself* that the *Policy* meets *Your* expectations and needs.

#### **Policy Summary**

HSBC Card Repayment Protection is consumer credit insurance that provides cover if *You* are:

- an HSBC Credit Cardholder and You have an active Account; and
- aged 18 years or older and less than 64 years of age at the *Commencement Date* of the *Policy*; and
- a permanent Australian Resident or holder of a valid temporary business long stay (457) visa.

Subject to eligibility and the terms of the *Policy*, HSBC Card Repayment Protection provides insurance cover to:

- assist You in meeting Your credit card repayments if:
  - You are unable to work due to Sickness or Injury (Total Temporary Disablement Cover); or
  - You become Involuntarily Unemployed (Involuntary Unemployment Cover); or
- pay the *Outstanding Balance* of *Your* credit card up to a maximum of \$25,000, in the event of:
  - Your Total and Permanent Disablement (Total and Permanent Disablement Cover); or
  - Your death (Death Cover); or
- pay an additional amount to bring Your total death benefit up to \$25,000 if Your death is as a result of an accident.

HSBC Card Repayment Protection covers the primary cardholder and one credit card *Account*. If *You* have another credit card *Account* with HSBC of which *You* are the primary cardholder, *You* may take up a separate *Policy* to cover that *Account*.

If You meet the eligibility requirements and terms of the Policy, AIG Life guarantees acceptance of Your application for HSBC Card Repayment Protection – there are no health questions asked and no medical examinations to undertake.

HSBC Card Repayment Protection is guaranteed renewable until *You* reach the age of 65 years, at which time the *Policy* will cease. Death, *Accidental Death, Total and Permanent Disablement* Cover and *Total Temporary Disablement* Cover is provided 24 hours a day, 7 days a week, anywhere in the world. *Involuntary Unemployment* Cover is provided for Australia only.

#### Cooling-off period

After Your application for HSBC Card Repayment Protection insurance has been accepted, You will receive a policy document which will be provided to You free of charge. Please read this policy document carefully. You have 30 days to check that the Policy and the benefits suit Your needs. This is known as the cooling-off period. Within this period You may cancel the Policy and receive a full refund of premiums paid. If You are not happy that the Policy and benefits meet Your needs You may return the policy document within the 30-day cooling-off period and receive a full refund of all premiums paid\*.

The cooling-off period starts from when *You* received the policy document from *Us* or from the end of the 5th day after the day on which *We* sent the policy document to *You*, whichever is the earlier to occur.

To return the policy document in the cooling-off period, please send HSBC:

- Your written request to cancel the Policy; and
- the policy document.

HSBC's contact details are as follows:

HSBC Bank Australia Limited GPO Box 4263 Sydney NSW 2001 \*Note: If You exercise any right or power under Your Policy, the cooling-off period will end at that time even if 30 days has not passed. We are under no obligation to refund any premiums if You cancel Your Policy after the cooling-off period has ended.

#### **Residential Status and Travel**

To be eligible to apply for a *Policy You* must be a permanent *Australian Resident* or hold a valid temporary business long stay (457) visa. *Your Policy* will provide cover 24 hours a day 7 days a week whilst traveling outside Australia for all benefits except *Involuntary Unemployment* Cover.

## The Benefits – What Situations are Covered

#### The Benefits & Important Benefit Limits

The following table provides an overview of cover. The policy document provides full details of cover available under the *Policy*.

Nature of Benefit	Main limits and conditions on Benefits		
Death Cover			
Pays an amount equal to	Total maximum payment is \$25,000.		
the Outstanding Balance on the date of death subject to the Cumulative Benefit Limit (See page 23)	No Waiting Period applies.		
	<b>Example 1:</b> Your Outstanding Balance at the date of Your death caused by an illness is \$5,000. We will pay \$5,000.		
	Example 2: Your Outstanding Balance at the date of Your death is \$26,000.  We will pay \$25,000.		
Accidental Death Cover			
Pays an amount equal to	Total maximum payment is \$12,500.		
the Outstanding Balance on the date of Accidental Death subject to the Cumulative Benefit Limit	This is a benefit payable in addition to the benefit paid under the Death Cover (see above).		
(See page 23)	No Waiting Period applies.		
	Example 1: Your Outstanding Balance at the date of Your death caused by an accident is \$2,000. We will pay \$2,000 Death Cover benefit plus an extra \$2,000 Accidental Death Cover benefit.		
	Example 2: Your Outstanding Balance at the date of Your death caused by an accident is \$16,000. We will pay \$16,000 Death Cover benefit plus an extra \$9,000 Accidental Death Cover benefit.		
Total and Permanent Disa	ablement Cover		
Pays an amount equal	Total maximum payment is \$25,000.		
to the Outstanding Balance on the date of Your Total and Permanent Disablement subject to the Cumulative Benefit	Example 1: Your Outstanding Balance at the date of Your Total and Permanent Disablement is \$3,000. We will pay \$3,000.		
Limit (See page 23)	Example 2: Your Outstanding Balance at the date of Your Total and Permanent Disablement is \$30,000. We will pay \$25,000.		

#### Nature of Benefit

#### Main limits and conditions on Benefits

#### Total Temporary Disablement Cover

If You have been working full-time for at least 25 hours per week for at least 6 consecutive months and after a 30-day Waiting Period You are unable to work due to Sickness or Injury, We will pay a Monthly Benefit (calculated at the date of disablement).

The Monthly Benefit will be 3% of the Outstanding Balance of Your Total Temporary Disablement paid for up to 12 months for any one cause of disablement.

The Monthly Benefit will be calculated on a daily basis (1/30th) for each day in excess of the 30-day Waiting Period You are disabled and is paid monthly in arrears.

Benefits will be paid for up to 12 months or until *You* no longer satisfy the definition of *Total Temporary Disablement* (TTD).

A maximum of \$10,000 per claim applies subject to a *Cumulative Benefit Limit* of \$25,000.

Waiting Period from Policy Commencement Date: 30 days.

Waiting Period from the date You are medically certified as disabled from work: 30 days.

Example 1: Your Outstanding Balance at the date You are medically certified as disabled from work is \$12,000 and You satisfy the TTD criteria for 3 months. We will pay \$360 per month for 4 months, making a total claim payment amount of \$1,080 over the claim period.

Example 2: Your Outstanding Balance at the date You are medically certified as disabled from work is \$33,000 and You satisfy the TTD criteria for 12 months. We will pay \$990 per month until the \$10,000 limit per Total Temporary Disablement claim is reached, making a total claim payment amount of \$10,000.

#### Involuntary Unemployment Cover

If You become unemployed and satisfy the definition of Involuntary Unemployment as set out on page 24 We will pay a Monthly Benefit.

The Monthly Benefit will be 3% of the Outstanding Balance on the date You became unemployed.

The Monthly Benefit will be calculated on a daily basis (1/30th) for each day in excess of the 30-day Waiting Period.

A benefit will be paid for up to 6 months in any 12-month period.

You must return to full-time employment for 6 consecutive months before a subsequent claim can be made.

Benefits will be paid for up to 6 months or until *You* no longer satisfy the definition of *Involuntary Unemployment* (IU).

A maximum of \$10,000 per claim applies subject to a *Cumulative Benefit Limit* of \$25,000.

Waiting Period from Policy
Commencement Date: 30 days.

Waiting Period from the date of Involuntary Unemployment: 30 days.

You must have been working full-time for at least 25 hours per week for at least 6 consecutive months immediately prior to Your becoming unemployed.

Example 1: Your Outstanding Balance at the date of Involuntary Unemployment is \$4,000 and You satisfy the IU criteria for 6 months. We will pay \$120 per month for 6 months, making a total claim payment amount of \$720 over the claim period.

Example 2: Your Outstanding Balance at the date of Involuntary Unemployment is \$11,000 and You satisfy the IU criteria for 4 months. We will pay \$330 per month for 4 months, making a total claim payment amount of \$1,320 over the claim period.

Please refer to the Important Definitions section on page 23 to understand the meaning of each benefit.

If We admit a claim, We will pay any benefit to HSBC. All Total and Permanent Disablement, Total Temporary Disablement and Involuntary Unemployment benefits payable under the Policy will be paid to the HSBC Credit Card covered under the Policy. HSBC will be responsible for crediting the claim proceeds to Your credit card.

All Death and Accidental Death benefits payable under the Policy will be paid to the HSBC Credit Card covered under the Policy. HSBC will be responsible for crediting the claim proceeds to Your credit card. In the event that the Account is left in credit after a claim payout HSBC will credit these funds to Your estate.

All benefits will not include any charges/transactions incurred after the date of the event giving rise to a claim under the *Policy*.

Once You have made a claim a temporary block will be placed on Your HSBC Credit Card until the end of the claim period. The block will stop You from using Your HSBC Credit Card. You will be unable to make payments from Your HSBC Credit Card during this period and You will have to cancel any standing direct debit instructions paid from Your HSBC Credit Card.

The maximum We will pay for all benefits under HSBC Card Repayment Protection is \$25,000. This is the Cumulative Benefit Limit.

We will pay a claim for only one benefit during any one period of claim.

In accordance with and subject to the provisions of the *Policy*, all benefits are paid to the *HSBC Credit Card Account* covered under the *Policy*.

## The *Policy* Exclusions – What is Not Covered

We will not pay for any claim resulting from any event or circumstance indicated by an 'X' in the following table.

Events or Circumstance	Death	Accidental Death	TTD TPD	IU
Pre-existing condition for which You had advice or treatment from a Medical Practitioner for an Injury or Sickness within the 12 months before the Policy began, and You require treatment for the same or related condition within the 12 months after the Policy began.	X		X	X
You become sick or show signs of Sickness within 30 days from when the Policy began.			Χ	
Alcoholism, drug addiction, or the influence of liquor or non-prescribed drugs.			Χ	
Human Immunodeficiency Virus (HIV)/ Acquired Immune Deficiency Syndrome (AIDS).	X		Χ	Χ
Any ailment arising directly or indirectly from or related to Sexually Transmissible Disease (STD).			Χ	
Suicide or attempted suicide.	Х	Χ	Χ	Χ
You are pregnant, have a termination or give birth (including any associated conditions).			Χ	Χ
A deliberate self inflicted <i>Injury</i> or <i>Sickness</i> .	Х	Х	Χ	Χ
You take part in a criminal activity.	Х	Х	Χ	Χ
Any aerial activity except as a passenger in a fixed wing, motored aircraft owned and operated by a licenced airline or charter company.	Х	X	X	X
War or warlike activities, riot or civil commotion.	Х	Х	Χ	Χ
The use, existence or escape of nuclear material or waste, or ionising radiation.			Χ	Χ
If You are self-employed.				Χ
You become voluntarily unemployed.				Χ
You take part in a professional sport.			Χ	Χ
You are engaged in work of a seasonal nature.			Χ	Χ
You are employed for a specified period of work and you become unemployed at the expiration of the period or on completion of the work.			Χ	X
You become unemployed whilst working outside of Australia.				Χ
You are or during the course of the claim become imprisoned.			Χ	Χ

Please refer to the Important Definitions section on page 23 to understand the meaning of specific exclusions.

## The Premiums – What do the Benefits Cost

Premiums are payable each month and are calculated at 60¢ per \$100 on the *Closing Balance* of *Your Account* up to a maximum of \$25,000. Premiums are automatically debited to the *HSBC Credit Card Account* covered under the *Policy*. No premium is charged if the *Closing Balance* on the card *Account* is zero at the time the statement is issued.

#### For example:

If the Closing Balance at the end of the Statement Period is:	The monthly premium is:
Zero	Zero
\$54	\$0.32
\$750	\$4.50
\$1,000	\$6.00

Premiums will continue to be payable during the claim period for *Total Temporary Disablement* and *Involuntary Unemployment*.

Premium rates are not guaranteed. However, *You* will not be singled out for an increase. Any variation will apply to all HSBC Card Repayment Protection policies. *You* will be provided with 30 days notice of any change of premium rate.

The premium *You* pay is inclusive of all government taxes and duties. In the event that the government increases these rates or additional government taxes and duties are introduced *We* may increase premiums to cover these costs.

## Statutory Fund

Your HSBC Card Repayment Protection Policy will be written in the AIA Statutory Fund No. 1. This is a non-participating policy and HSBC Card Repayment Protection does not participate in the distribution of any surplus of the AIA Statutory Fund No. 1.

## How to Obtain Cover and When Cover Commences

To obtain HSBC Card Repayment Protection insurance, simply complete, sign and fax or mail the attached application form to HSBC. *Your Policy* commences on the date HSBC processes *Your* completed application form, or within 3 working days of HSBC accepting *Your* application over the phone or internet.

### When Cover Ceases

Your Policy will be cancelled and cover will cease when any of the following events occur:

- You reach the age of 65 years;
- Your credit card Account is cancelled or closed;
- You die;
- AIG Life pays the maximum cumulative benefit of \$25,000;
- 30 days pass after we receive notification from HSBC that Your credit card Account is in default under the terms and conditions of Your credit card and a premium due is not paid;
- You cancel Your Policy in writing to HSBC; and
- You cease to be a permanent Australian Resident or the holder of a valid temporary business long stay (457) visa.

## What are the Significant Risks?

#### **Insurer Fails**

The insurer may become insolvent and therefore may not pay *Your* claims. Life insurers are supervised by the Australian Prudential Regulation Authority and are regulated under the *Life Insurance Act 1995*. As at the date of this PDS, the reserves in the AIA Statutory Fund No. 1, which back this product, are in excess of the solvency and capital adequacy requirements that apply to life insurers.

#### Selection of Wrong Product

You may choose an insurance product that does not meet Your needs. You should read this Product Disclosure Statement carefully to prevent this. You may wish to consult an independent adviser for assistance.

### Additional Information

#### **Taxation**

Generally, the premiums are not tax deductible. Any benefit paid under the *Policy* is not usually assessed as income for tax purposes.

This information is based on continuance of present tax laws and *Our* interpretation of those laws. *Your* individual situation may differ and *You* should seek qualified professional advice in relation to *Your* particular circumstances

#### **Tax Imposts**

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

#### How to Make a Claim

Call, email or write to the AIG Life claims administration team to obtain a claim form.

You need to complete the claim form as soon as possible and provide the required supporting documentation and AIG Life will process Your claim as soon as it is received. To make a claim, or if You have any queries or You would like to register a complaint about Your claim, contact:

Claims Administration Team AIG Life PO Box 6111 St Kilda Road Central VIC 8008 claims.australia@aig.com Freecall: 1800 333 613

Any supporting documentation will be furnished at *Your* own expense.

All certificates and evidence required by *Us* will be provided by *You* at *Your* expense within 30 days of written request and will be in the form and of the nature as *We* may require. If *We* do not receive all required information *We* may refuse to pay the claim.

#### **Any Questions or Concerns**

After AIG Life or HSBC has approved *Your* application for HSBC Card Repayment Protection, *We* will send *You* a policy document detailing the terms and conditions of cover. Please read this document when *You* receive it and keep it in a safe place. It will be required in the event of a claim.

If *You* have any questions or concerns about *Your Policy You* can contact HSBC in the first instance on:

Premier cardholders 1300 301 168
Platinum cardholders 1800 100 287
Gold cardholders 1800 100 286
Classic and Low Rate cardholders 132 152

or AIG Life on Freecall 1800 333 613 and We will promptly investigate Your enquiry, referring it if necessary to Our Internal Dispute Resolution Committee.

Internal complaints are normally resolved within 45 days. In special circumstances, *We* may take longer to resolve *Your* query or complaint. If this is the case *We* will advise *You*.

Should *You* not be satisfied with *Our* response to *Your* concerns then *You* may take the matter up with the independent Financial Industry Complaints Service (FICS). Details as follows:

Financial Industry Complaints Service Ltd (FICS) PO Box 579

Collins Street West, Melbourne VIC 8007

Telephone: 1300 780 808 Fax: (03) 9621 2291 Email: fics@fics.asn.au

#### Changes to the Policy

The terms and conditions of the *Policy* may change at any time, but *You* will be notified and provided with at least 30 days' written notice of any change.

Any changes to the terms and conditions of the *Policy* will only be made across the board for each person insured under HSBC Card Repayment Protection insurance.

#### **Change of Credit Card Type or Number**

If Your HSBC Credit Card changes (e.g. You upgrade from a standard card to a gold card) and or the card number changes (e.g. due to Your previous card being lost or stolen), Your Policy will be transferred to the new credit card, unless You advise otherwise.

### Your Privacy - AIG Life

AIG Life follows the National Privacy Principles developed under Privacy Amendment (Private Sector) Act 2000. We provide You with the following information regarding Our privacy procedures and Your rights. Our privacy policies and procedures may be found at www.aiglife.com.au

#### **Purpose of Collection**

We collect personal information about You to:

- (a) process Your application(s);
- (b) administer and manage Your Policy including claims;
- (c) facilitate Our business operations.

If You do not wish to provide Us with all or part of the personal information We request from You, We may not be able to provide You with insurance cover.

#### Access to Your Information

You are entitled at any time to request access to Your personal information held by Us. All requests should be made in writing to:

Compliance Manager
AIG Life
PO Box 6111
St Kilda Road Central, VIC 8008

You can ask Us to update Your personal information at any time if it is inaccurate, incomplete or out of date. In some circumstances, We may not permit access to Your personal information. Circumstances where access may be denied include where access would be unlawful or denying access is authorised by law. In these cases, We will provide You with written reasons for denial of access or a refusal to correct personal information.

#### Disclosure of Information

We may disclose Your personal information to:

- (a) another member of the AIG group of companies (whether in Australia or overseas);
- (b) *Our* contractors and third party service providers, e.g. *Medical Practitioners* and reinsurers;
- (c) mail houses and call centre companies; and
- (d) HSBC.

We will only disclose Your personal information to these parties for the primary purpose for which it was collected. In some circumstances We are entitled to disclose Your personal information to third parties without Your authorisation, such as law enforcement agencies or government authorities to protect Our interests or to report illegal activities.

## Any Questions or Concerns on Privacy with AIG Life

If *You* have any questions or concerns about *Your* personal information, please write to:

Compliance Manager
AIG Life
PO Box 6111
St Kilda Road Central, VIC 8008

We have an established internal dispute resolution process for handling customer complaints about *Our* compliance with the National Privacy Principles. This dispute resolution mechanism is designed to be fair and timely to all parties and is free of charge. If *You* have a privacy complaint, *You* should submit it in writing to the Compliance Manager.

Should *Your* complaint not be resolved to *Your* satisfaction by *Our* internal dispute resolution process, *You* may take *Your* complaint to the Privacy Commissioner. The Privacy Commissioner's contact details are:

Office of the Federal Privacy Commissioner GPO Box 5218 Sydney, NSW 1042 or call the Privacy Hotline on 1300 363 992.

### Your Privacy with HSBC

The privacy of *Your* personal information is important to us. As permitted by law, we may collect and disclose *Your* Customer Information as follows:

- a) personal information collected about You will be used for the primary purpose of our dealings with and provision of banking and financial services to You and/or any Authorised Signatory;
- b) collection of some of the information about *You* may be a requirement under laws or regulations;
- we may also give Your information to such parties and for such purposes such as those stated above;
- any payment system operators and participants in payment systems;
- e) Australia Post, if You use Bank@Post® service or You or any Authorised Signatory undertake a 100 point identification check at a post office;
- to brokers and others, such as a financial planner, financial adviser or accountant if these people refer Your business to us;
- any person acting on Your behalf which may include but is not limited to financial advisers, solicitor, accountant, trustees, guardians, executors or any attorney;
- h) other financial institutions if You seek credit from them or to facilitate Your transactions with another financial institution such as ATMs, internet banking and Bpay®;
- i) we can disclose *Your* information as required by law such as under court orders, taxation or social security laws or statutory notices; or
- we may provide Your information to others where You have otherwise consented to the disclosure of that information.

You and any Authorised Signatory can access Your or their information at any time by contacting us. A fee may apply. We will comply with such requests unless we may or we are required to refuse to do so under any applicable laws or regulations. To find out more about our handling of personal information please refer to our privacy policy

which is available on our website at www.hsbc.com.au or upon request.

Individuals who would like more information about HSBC's approach to privacy, or would like to find out what information we hold about them, are encouraged to contact:

The Privacy Officer
HSBC Bank Australia Limited
GPO Box 5302
Sydney NSW 2001
Phone: 1300 308 008

If You have concerns about the way in which we have handled Your personal information or believe Your privacy has been compromised You should contact our Customer Relations team on 1300 308 188 or Fax: 02 9255 2647. You should advise the Customer Relations team that Your concern is in relation to a privacy matter and provide full details of Your concern. We may ask You to place Your concerns in writing in order for us to fully understand and investigate the issues You have raised.

## Important Definitions

**Accidental Death** means death which is caused solely and directly by violent, accidental, external and visible means and results solely and directly and independently of any other cause.

**Account** means an account established in *Your* name for recording all purchase, cash advance or balance transfer transactions in connection with *Your HSBC Credit Card* contract.

**Australian Resident** means a person who resides in Australia and is either an Australian citizen or the holder of a permanent resident's visa or temporary business long stay (457) visa.

Closing Balance means the unpaid balance of Your HSBC Credit Card Account on the last day of a Statement Period which is described as such in the HSBC Credit Card statement of Account for the Statement Period.

**Commencement Date** means the date HSBC receives *Your* signed application for insurance and activates the *Policy* on the nominated *Account*. If HSBC Card Repayment Protection insurance is offered to *You* over the telephone and accepted by *You*, the *Policy* will commence from the date of *Your* acceptance.

**Cumulative Benefit Limit** means the maximum benefit *You* will receive under HSBC Card Repayment Protection. This amount is \$25,000.

**HSBC Credit Card** means any *HSBC Credit Card* issued by HSBC to *You* to which the *Policy* applies.

**Injury** means a physical injury which is caused solely and directly by violent, accidental, external and visible means, which occurs while the benefit is in force and which results solely and directly and independently of a pre-existing condition or any other cause in total disablement

Involuntary Unemployment means not being in work because You have been made redundant or retrenched and You are registered as unemployed with an approved employment agency within Australia and You are in receipt of unemployment benefits (unless You are not eligible to receive unemployment benefits because of the level of income earned by You and or Your spouse or the level of Your assets), and actively seeking work.

**Medical Practitioner** means a legally qualified and registered *Medical Practitioner* (within Australia) other than *You*, or a family member, business partner, employee or employer of *Yourself*.

Monthly Benefit means the amount calculated in accordance with Total Temporary Disablement Cover and Involuntary Unemployment Cover, as set out in the policy document (3% of the Outstanding Balance as at the date of Total Temporary Disablement or Involuntary Unemployment, as applicable).

**Outstanding Balance** means at any time, the excess of all amounts debited over all the amounts credited to *Your HSBC Credit Card Account* at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Policy** means the contract of insurance between *You* and AIG Life which contains the terms and conditions of cover.

**Self-employed** means a person who has power or control over a business or enterprise because he or she owns it, is a shareholder in the company that owns it or is a partner in the partnership that owns it.

**Sickness** means illness or disease which manifests itself after the *Policy* is in force and which results in *Total and Permanent Disablement* or in *Total Temporary Disablement* 

**Statement Period** means the period specified on a statement of *Account* for *Your HSBC Credit Card* and is the period to which the statement of *Account* relates.

#### Total and Permanent Disablement means:

- (a) You have suffered the total and irrecoverable loss of the:
  - (i) sight of both eyes; or
  - (ii) use of two limbs (where "limb" is defined as the whole hand or the whole foot); or
  - (iii) sight of one eye and the use of one limb;

or

- (b) You, as a result of Injury or Sickness:
  - (i) have not performed any work for an uninterrupted period of at least 6 consecutive months solely due to the same *Injury* or *Sickness*; and
  - (ii) are following the advice and are under the regular care and attention of a *Medical Practitioner* and have undergone all reasonable and usual treatment including rehabilitation for the *Injury* or *Sickness*; and
  - (iii) after consideration of all the medical evidence and such other evidence as We may require, have in Our opinion become incapacitated to such an extent as to render You unlikely ever to be able to engage in any occupation for which You are suited by education, training or experience;

or

(c) if You were not engaged in a gainful occupation at the time of the event causing disablement then the "Total and Permanent Disablement" (Loss of Independence) definition will apply.

## Total and Permanent Disablement (Loss of Independence) means that:

- (a) You have suffered the total and irrecoverable loss of the:
  - (i) sight of both eyes;
  - (ii) use of two limbs; or
  - (iii) sight of one eye and use of one limb;

or

(b) You have suffered Loss of Independence as defined below.

#### Loss of Independence means:

A condition as a result of *Injury* or *Sickness*, where *You* are totally and irreversibly unable to perform at least two of the following five Activities of Daily Living. The condition should be confirmed by a consultant physician.

#### Bathing

Means the ability to wash Yourself either in the bath or shower or by sponge bath without the standby assistance of another person. You will be considered to be able to bathe Yourself even if the above tasks can only be performed by using equipment or adaptive devices.

#### Dressing

Means the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the standby assistance of another person. *You* will be considered able to dress *Yourself* even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.

#### Eating

Means the ability to get nourishment into the body by any means once it has been prepared and made available to *You* without the standby assistance of another person.

#### Toileting

Means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the standby assistance of another person. You will be considered able to toilet Yourself even if You have an ostomy and are able to empty it Yourself, or if You use a commode, bedpan or urinal, and are able to empty and clean it without the standby assistance of another person.

#### Transferring

Means the ability to move in and out of a chair or bed without the standby assistance of another person. You will be considered able to transfer Yourself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices is used. You would be required to be under continuous care and supervision by another adult person for at least six consecutive months. At the end of that six month period, You must, in Our opinion on the basis of medical evidence, require ongoing continuous care and supervision by another adult person.

**Total Temporary Disablement** means that due to an *Injury* or *Sickness*, *You* are:

- (a) unable to perform Your normal occupation;
- (b) following the advice and under the regular care and attention of a registered *Medical Practitioner*, and
- (c) not working (whether paid or unpaid).

However, if You are unemployed or on maternity or paternity leave for 12 months or longer immediately preceding the occurrence of an event giving rise to a claim, then Total Temporary Disablement means that, due to Injury or Sickness, You are:

- (a) unable to perform any occupation for which You are reasonably suited by education, training or experience:
- (b) following the advice and under the regular care and attention of a *Medical Practitioner*, and
- (c) not working (whether paid or unpaid).

**Waiting Period** means the number of days at the beginning of a period of *Total Temporary Disablement* and *Involuntary Unemployment*, in respect of which no benefit is paid.

**You, Your** and **Yourself** means the primary cardholder of the *HSBC Credit Card* covered under the *Policy* who has agreed to pay the premiums or their deceased estate.

**We**, **Us**, **Our** and **Insurer**, means American International Assurance Company (Australia) Limited trading as AIG Life, ABN 79 004 837 861, AFSL 230043, as insurer of HSBC Card Repayment Protection insurance.

Insurance distributed by HSBC Bank Australia Limited ABN 48 006 434 162 AFSL No. 232595

Insurance issued by American International Assurance Company (Australia) Limited, trading as AIG Life, ABN 79 004 837 861 AFSL No. 230043