



HSBC Card Repayment Protection

Product Disclosure Statement

Version 2 – Issued 11 June 2010

Please read this Product Disclosure Statement carefully.
It contains important information about the above product.



The world's local bank

This Product Disclosure Statement (PDS) is issued by
AIA Australia Limited (ABN 79 004 837 861 AFSL 230043).

Contact:

PO Box 6111, St Kilda Rd Central VIC 8008
Phone: (03) 9009 4000, Fax: (03) 9009 4824,
Freecall: 1800 333 613
www.aia.com.au

About AIA Australia

AIA Australia Limited has been operating in Australia for over 30 years. AIA Australia is a subsidiary of the AIA Group and a specialist provider of life insurance products aimed at protecting the financial health and welfare of Australians.

AIA Australia's obligations do not represent deposits or liabilities of HSBC. HSBC does not stand behind AIA Australia. 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written consent to all statements by it or said by it in the form and context in which they are included and has not withdrawn this consent as at the date of this disclosure document.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.

* 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 AIA Australia on Freecall 1800 333 613. Changes that are not 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 AIA Australia to invest in the product in any other jurisdiction. Applications from outside Australia will not be accepted. Further, AIA Australia 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.

1. 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 AIA Australia 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 AIA Australia 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 equal to the *Outstanding Balance* of *Your* credit card subject to the *Cumulative Benefit Limit* if *Your* death is as a result of an accident (Accidental Death Cover).

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

Nature of Benefit	Main limits and conditions on Benefits
Total Temporary Disablement Cover	
<p>If <i>You</i> have been working full-time for at least 25 hours per week for at least 6 consecutive months and after a 30-day <i>Waiting Period</i> <i>You</i> are unable to work due to <i>Sickness</i> or <i>Injury</i>, We will pay a <i>Monthly Benefit</i> (calculated at the date of disablement).</p> <p>The <i>Monthly Benefit</i> will be 3% of the <i>Outstanding Balance</i> of <i>Your Total Temporary Disablement</i> paid for up to 12 months for any one cause of disablement.</p> <p>The <i>Monthly Benefit</i> will be calculated on a daily basis (1/30th) for each day in excess of the 30-day <i>Waiting Period</i> <i>You</i> are disabled and is paid monthly in arrears.</p>	<p>Benefits will be paid for up to 12 months or until <i>You</i> no longer satisfy the definition of <i>Total Temporary Disablement</i> (TTD).</p> <p>A maximum of \$10,000 per claim applies subject to a <i>Cumulative Benefit Limit</i> of \$25,000.</p> <p><i>Qualifying Period</i> from <i>Policy Commencement Date</i>: 30 days.</p> <p><i>Waiting Period</i> from the date <i>You</i> are medically certified as disabled from work: 30 days.</p> <p>Example 1: <i>Your Outstanding Balance</i> at the date <i>You</i> are medically certified as disabled from work is \$12,000 and <i>You</i> satisfy the TTD criteria for 3 months. We will pay \$360 per month for 3 months, making a total claim payment amount of \$1,080 over the claim period.</p> <p>Example 2: <i>Your Outstanding Balance</i> at the date <i>You</i> are medically certified as disabled from work is \$33,000 and <i>You</i> satisfy the TTD criteria for 12 months. We will pay \$990 per month until the \$10,000 limit per <i>Total Temporary Disablement</i> claim is reached, making a total claim payment amount of \$10,000.</p>
Involuntary Unemployment Cover	
<p>If <i>You</i> become unemployed and satisfy the definition of <i>Involuntary Unemployment</i> as set out on page 24 We will pay a <i>Monthly Benefit</i>.</p> <p>The <i>Monthly Benefit</i> will be 3% of the <i>Outstanding Balance</i> on the date <i>You</i> became unemployed.</p> <p>The <i>Monthly Benefit</i> will be calculated on a daily basis (1/30th) for each day in excess of the 30-day <i>Waiting Period</i>.</p> <p>A benefit will be paid for up to 6 months in any 12-month period.</p> <p><i>You</i> must return to employment for a minimum of 6 consecutive months with the one employer before a subsequent claim can be made.</p>	<p>Benefits will be paid for up to 6 months or until <i>You</i> no longer satisfy the definition of <i>Involuntary Unemployment</i> (IU).</p> <p>A maximum of \$10,000 per claim applies subject to a <i>Cumulative Benefit Limit</i> of \$25,000.</p> <p><i>Qualifying Period</i> from <i>Policy Commencement Date</i>: 30 days.</p> <p><i>Waiting Period</i> from the date of <i>Involuntary Unemployment</i>: 30 days.</p> <p><i>You</i> must have been working on a full-time or part-time basis for a minimum of 10 hours per week (average); or <i>You</i> are working on a self-employed, casual, contract, seasonal or temporary basis, for a minimum of 10 hours per week (average) and been in the same occupation on a continuous basis for 90 days.</p> <p>Example 1: <i>Your Outstanding Balance</i> at the date of <i>Involuntary Unemployment</i> is \$4,000 and <i>You</i> 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.</p> <p>Example 2: <i>Your Outstanding Balance</i> at the date of <i>Involuntary Unemployment</i> is \$11,000 and <i>You</i> 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.</p>

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

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 <i>Closing Balance</i> at the end of the <i>Statement Period</i> 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 Australia 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 Australia 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;
- ▶ AIA Australia 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 Australia 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 AIA Australia 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 AIA Australia 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
AIA Australia
PO Box 6111
St Kilda Road Central VIC 8008
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 AIA Australia 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 AIA Australia 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 Ombudsman Service (FOS).

Details as follows:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

Facsimile: (03) 9613 6399

Email: info@fos.org.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 – AIA Australia

AIA Australia 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.aia.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
AIA Australia
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 AIA 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 AIA Australia

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

Compliance Manager
AIA Australia
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;
- c) we may also give *Your* information to such parties and for such purposes such as those stated above;
- d) 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;
- f) to brokers and others, such as a financial planner, financial adviser or accountant if these people refer *Your* business to us;
- g) 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
- j) 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. If *You* are self-employed or partner in business, in addition to meeting the above criteria, *Involuntary Unemployment* also means the business ceasing trading permanently due to actual or imminent insolvency, or business factors beyond *Your* reasonable control and being wound up, or placed in the control of an insolvency administrator.

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 AIA Australia which contains the terms and conditions of cover.

Qualifying Period means the number of days from the *Commencement Date*, in respect of which *We* will not pay for any claim resulting from any event or circumstance which occurs during this period.

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, AIA Australia and ***Insurer***, means AIA Australia Limited (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
AIA Australia Limited (ABN 79 004 837 861 AFSL 230043)*