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NAB PERSONAL LOAN *Cover*

Product Disclosure Statement

Issue No. 3

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This Product Disclosure Statement is issued by:
MLC Limited, ABN 90 000 000 402 AFSL 230694



Throughout this Product Disclosure Statement:

References to:	Are to be read as:
'we', 'us', 'our', 'MLC'	MLC Limited as the insurer and issuer of this insurance.
'you', 'your'	You as both the policy owner(s) and the life/lives insured.
NAB	National Australia Bank Limited
PDS	Product Disclosure Statement

Within this booklet, words that are in bold (such as **pre-existing condition**) have special meaning and are explained in section 7 definitions.

The full terms and conditions for the insurance product are contained in the policy document. Just call us on **13 22 95** and we'll send you a free copy. If you take out this insurance we'll send you a policy document.

Important information

MLC Limited ABN 90 000 000 402 AFSL 230694 (**MLC**) is the insurer and issuer of NAB Personal Loan Cover, which has been branded by National Australia Bank Limited ABN 12 004 044 937, AFSL and Australian Credit Licence 230686 (**NAB**). **NAB** is the distributor of NAB Personal Loan Cover.

MLC Limited uses the **MLC** brand under licence. MLC Limited is part of the Nippon Life Insurance Group and not a part of the **NAB** Group of Companies. **MLC** is the issuer of this PDS and takes full responsibility for the whole PDS. Your contract is with **MLC**.

The insurance policy is not a deposit with or a liability of **NAB**, or any of its related bodies corporate.

Neither **NAB**, nor its related bodies corporate, guarantees or accepts any liability for this product.

Any financial advice in this PDS is general only and has not been prepared having regard to your particular objectives, financial situation or needs. You should read this PDS and consider your personal circumstances before acting on any information or advice in this PDS.

NAB Personal Loan Cover is offered only in Australia.

You are not obliged to buy NAB Personal Loan Cover and don't need to have NAB Personal Loan Cover to be approved for a NAB Personal Loan and if you wish you may be able to arrange this type of insurance with a different insurer.

We receive your **premium** and your **benefits** are paid from MLC Limited's Statutory Fund No. 1.

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1. WHY BUY NAB PERSONAL LOAN COVER

You've worked hard to establish some security for you and your family. But, unfortunately, life doesn't always go to plan.

What would happen if you couldn't pay your personal **loan** because you lost your job, suffered a serious **disability** or **critical illness** or, worst of all, you died?

Money will never make up for hardship or replace a loved one but it can help you and your family be financially secure if something happens and you're not able to repay your **loan**.

This insurance is designed to help you pay your NAB Personal Loan commitments if something happens to you.

The below table is a summary of the benefits payable:

What's included?	What does it cover?	Payments to help with your loan commitments	What are the waiting periods?	For more information about what's covered go to page:	For more information about what's not covered go to page:
life	Death	A lump sum up to \$80,000.	nil	8	12
critical illness	Conditions such as heart attack – with with evidence of severe heart muscle damage, major organ transplant, paralysis.	A monthly benefit for up to 24 months, to a maximum of \$5,000 per month.	30 days	10	12
disablement	Your inability to work due to injury or illness, such as injury from a car accident.	A monthly benefit , to a maximum of \$5,000 per month.	30 days	9	12
involuntary unemployment	Involuntary unemployment such as redundancy.	A monthly benefit for up to four months, to a maximum of \$5,000 per month.	30 days	11	12

Here are just some of the **benefits** you'll get with NAB Personal Loan Cover:

- security of knowing you have help to pay your **loan** if something happens to you
- up to \$80,000 to pay-out your **loan** should you die
- monthly **benefits** should you become **disabled, critically ill** or **involuntarily unemployed**, and
- if more than one person takes out the **loan**, up to two people can apply to be **insured** on the same **policy**.

NAB Personal Loan Cover also offers:

- hassle-free application with no medical examinations, and
- peace of mind wherever you are – even if you become **critically ill, disabled** or die whilst overseas, you're still covered.

Getting to know your insurance

To make this insurance cover more affordable, there are specific exclusions, **waiting periods** and defined terms that apply to this cover. It's important that you read the entire PDS carefully for full details of what is covered and what is not covered. If you'd like a free copy of the policy document, please call us on **13 22 95**.

If you have any questions about the contents of this PDS or this product please contact us on **13 22 65**. You may also wish to consult with your financial or your medical adviser.

2. HOW IT WORKS

2.1 Who can apply

You can apply for NAB Personal Loan Cover if you:

- are aged 18 to 54
- are an Australian resident, and
- have received this PDS in Australia.

2.2 How to apply

You can apply for NAB Personal Loan Cover by:

- **visiting nab.com.au/insurance** and applying for the insurance online, or
- **completing** and submitting the application form and we'll do the rest.

2.3 Is this the right insurance for you

Not all insurances with the same name provide the same benefits. For example, different insurances provided by different companies may cover different illnesses. Or the illnesses may need to be at a different stage of advancement for you to receive payment.

Decide what you want the insurance to do for you. Then read the PDS carefully from cover to cover so you understand what the insurance includes and check if it meets your needs. If it doesn't you could be financially disadvantaged if you need to make a claim.

We also recommend you talk with a qualified financial adviser.

This insurance is designed to cover your NAB Personal Loan and this PDS is designed to help you decide if this insurance suits you. For more information, talk to your NAB banker, financial adviser, medical practitioner or call us on **13 22 95**.

2.4 If you're replacing your existing insurance

It's a good idea to compare your existing insurance with the information in this PDS to make sure you don't lose any important benefits.

One risk you need to manage is to make sure you don't cancel your existing policy before your new insurance is in place otherwise you may not be insured if something happens.

Another risk is that any **pre-existing conditions** that you may have developed before the start date of this insurance will be excluded from life, **critical illness** and **disablement** cover under this insurance.

2.5 What you need to tell us

Your Duty of Disclosure is set out on page 30. For this product you are required to answer the questions we ask you truthfully and completely. If you do not do this, it may impact your insurance **policy** or any claim you make on the **policy**.

2.6 When does your policy start

If we accept your application we'll send you a policy document, setting out the terms and conditions of the **policy**, and a **policy schedule** outlining the **policy start date** and the **premium** amount you will need to pay. These documents form the basis of your contract with us and you'll need to refer to them when making a claim. We recommend you put them in a secure place together with this PDS.

The **policy** typically starts one or two days after the **loan** is approved. In some circumstances it may be slightly later as a result of a processing lag. Be aware that you won't have insurance on your **loan** until the application is accepted. The **policy start date** will be stated in your **policy schedule**.

2.7 What you'll receive from us each year

You'll receive a new **policy schedule** each year to replace the previous one. Each **policy schedule** will set out your **benefit** details, reflecting any changes to your **loan amount** and **premiums** you'll need to pay.

3. WHAT'S COVERED

NAB Personal Loan Cover provides the following types of insurance cover:

3.1 Life cover

We'll help pay your **loan** (up to \$80,000) as a lump sum to your **loan account** if you die.

Benefits of life cover:

- the security of knowing a lump sum will be paid to help pay off the **loan**
- the **sum insured** is automatically adjusted to your **loan balance** each year on your **policy anniversary**, and
- any **disablement, critical illness** or **involuntary unemployment benefits** you receive do not affect your life **benefit**.

Life cover also provides cover should you die anywhere in the world – we'll pay a lump sum (up to \$80,000) to your **loan account** so your family has one less thing to worry about.

You're not covered for:

- any **loan repayment** arrears (including interest) that have been outstanding for more than two months
- any accrued interest that is more than two months old, and
- any portion of the **loan balance** due to economic costs, penalty interest and statutory charges (if applicable) as defined in your **loan agreement**.

How benefits are calculated and paid

We'll pay the **sum insured** (up to \$80,000) as a lump sum to your **loan account** if you die.

3.2 Disablement cover

Helps you meet your monthly **loan repayments** (up to \$5,000 per month) if you're continuously **disabled** for more than 30 days.

Benefits of disablement cover:

- security of knowing you have help with your **loan repayments** if you become **disabled**
- **benefits** begin to accumulate after the **waiting period**, and
- **benefits** are paid into your **loan account** on a monthly basis in arrears. The first payment starts 30 days after the **waiting period** ends.

Peace of mind anywhere in the world – we make **loan repayments** to your **loan account** (up to \$5,000 per month) for up to six months while you're overseas. Your **benefit** can continue if you return to Australia.

How benefits are calculated and paid

If you're continuously **disabled** for more than 30 days, you get a monthly **benefit** paid to your **loan account** to cover your **loan repayments** up to \$5,000 per month. Once your claim is accepted, **benefits** begin to accumulate from day 31 (following the **waiting period**).

Benefits will be paid until the first of the following occurs:

- you're no longer **disabled**
- the **loan balance** is repaid
- you reach your **policy anniversary** following your 65th birthday, or
- you die.

3.3 Critical illness cover

Helps you meet your **loan repayments** (up to \$5,000 per month) for up to 24 months if you're diagnosed with a defined **critical illness**.

Benefits of critical illness cover:

- security of knowing you have help with your **loan repayments** if you become **critically ill**
- **critical illnesses** covered are **cancer – excluding specified early stage cancers, chronic kidney failure, coronary artery bypass surgery, heart attack – with evidence of severe heart muscle damage, major organ transplant, paralysis, and stroke – in the brain and of specified severity**
- **benefits** begin to accumulate after the **waiting period**
- **benefits** are paid into your **loan account** on a monthly basis in arrears. The first payment starts 30 days after the **waiting period** ends
- you can make as many **critical illness** claims as you need during the life of the **policy** however you can't claim for the same **critical illness** more than once. If you did suffer the same **critical illness** and that **critical illness** caused you to be continuously **disabled** for more than 30 days, then you could claim under the **disablement benefit**
- if you're still **disabled** after 24 months you can make a claim to receive **disablement benefits**, and
- if you die your estate can make a claim for life cover.

Critical illness cover also provides peace of mind anywhere in the world – if you were to suffer a defined **critical illness**, such as a **heart attack – with evidence of severe heart muscle damage**, we make **loan repayments** to your **loan account** while you're overseas.

How benefits are calculated and paid

If you suffer a defined **critical illness**, you get a monthly **benefit** paid to your **loan account** to cover your **loan repayments** up to \$5,000 per month for up to 24 months. Once your claim is accepted, **benefits** begin to accumulate from day 31 (following the **waiting period**).

Benefits will be paid until the first of the following occurs:

- the **loan balance** is repaid
- you reach your **policy anniversary** following your 65th birthday, or
- you die.

You must meet the **policy** definition of the **critical illness**. In some cases a condition must progress to a certain point before it meets the definition.

3.4 Involuntary unemployment cover

Helps you meet your **loan repayments** (up to \$5,000 per month) for up to four months if you're unemployed due to circumstances beyond your control.

Benefits of involuntary unemployment cover:

- security of knowing you have help with your **loan repayments** if you become **involuntarily unemployed**
- **benefits** begin to accumulate after the **waiting period**
- **benefits** are paid into your **loan account** on a monthly basis. The first payment starts 30 days after the **waiting period** end date, and
- each insured person can make one claim a year, and up to three claims over the life of the **policy** as long as you're **gainfully employed** prior to your claim for **involuntary unemployment** on each of your second or third claim.

How benefits are calculated and paid

If you were **gainfully employed** and then become **involuntarily unemployed** you get a monthly **benefit** paid to your **loan account** to cover your **loan repayments** (up to \$5,000 per month) for up to four months.

Once your claim is accepted, **benefits** begin to accumulate from day 31 (following the **waiting period**).

Benefits will be paid until the first of the following occurs:

- you're no longer **involuntarily unemployed**, or
- until the **loan** is repaid, or
- we've paid you **benefits** for four consecutive months.

4. WHAT'S NOT COVERED

4.1 When a claim won't be paid

There are some instances where a claim will not be paid, as detailed in the table below. The exclusion to each type of cover is indicated with an (x) in the applicable column. We have exclusions to help keep this insurance more affordable for you.

Exclusions	Insurance cover			
	Life	Critical illness	Disablement	Involuntary unemployment
A pre-existing condition , refer page 28	x	x	x	
Any injury, illness or symptoms contracted within the first 30 days of the policy start date			x	
Any injury, illness or symptoms contracted within the first 90 days of the policy start date		x		
Intentional self-inflicted injury or illness		x	x	
As a result of a disability for which you've received benefits under your policy				x
Written or verbal notification of impending unemployment received before the start date or within 60 days of the policy start date				x
Your fixed term contract, seasonal or casual work ending				x
Choosing to end your employment				x
Your position automatically ceasing under a partnership agreement or law				x
Unemployment due to industrial action				x
Unemployment due to normal and uncomplicated pregnancy or childbirth				x
Becoming unemployed when employed by your family				x
Your business temporarily ceasing to trade if you're self-employed or in a business partnership				x
Suicide or attempted suicide within 13 months of the policy start date	x			
Being under the influence of alcohol or drugs	x	x	x	x
Involvement in criminal activity	x	x	x	x
War or warlike operations	x	x	x	x

5. YOUR PREMIUM

If you'd like to discuss your **premium**, you can call us on **13 22 95**. Our rates are indicative only and are subject to change. We'll confirm what your actual **premium** is after your annual review in your **policy schedule** each year.

5.1 How your premium is calculated and charged

Your **premium** is calculated based on:

- the **loan balance**
- the term of your **loan** according to your **loan agreement**, and
- the **loan repayment**.

This information is used to calculate both your initial and your renewal **premium**. The renewal **premium** is calculated 55 days before each **policy anniversary** and is based on the estimated **loan balance** on the next **policy anniversary**.

The **premium** isn't subject to a **policy** fee or GST. Stamp duty and other government charges and levies are already included in the **premium**.

If two people are **insured**, the **premium** is the total of the individual amounts for each person.

5.2 Minimum premium

The minimum **premium** is \$150 per annum.

5.3 How you pay your premium

You can choose at the time of **loan** application to have your **premium** funded annually by your **loan**. Interest will be charged on your **premium** at the same rate of your **loan**.

Alternatively your **premium** can be debited from a credit card or **NAB** transaction account and you can choose to pay monthly or annually.

If you haven't paid your **premiums** by the date they're due you'll receive a reminder letter. If you don't pay your outstanding **premiums** by the due date listed in the letter, your insurance cover and your **policy** will end.

5.4 Will premiums change

Your **premium** is adjusted on your **policy anniversary** and takes into account any changes to your **loan balance** and **loan repayments**.

We may also make changes to the **premium** rates which could increase or decrease your **premium**. Whilst we work hard to keep your insurance affordable, there are factors that may change your **premium** rates such as increased rates of claims, increased business costs, improved **benefits** or discounts offered. We may also pass on to you any costs incurred when implementing government legislation or fees charged by third parties.

Individuals aren't singled out for **premium** rate changes and we'll contact you about any changes at least 30 days before they take effect. Most **premium** changes are implemented on the next anniversary of your **policy start date** following a change, unless we notify you otherwise. These changes will be shown in your updated **policy schedule**.

The **premium** quoted may be different from the actual **premium** in your **policy schedule** if your circumstances change from the time of the initial quote to when the **loan** draws down, eg if you change the **loan** term or amount.

5.5 If you pay out your loan early

We'll refund the unused portion of your **premium** if you pay out your **loan** early.

If you pay out your **loan** early, whilst you're receiving a **benefit**, no further **benefits** will be payable after the date the **loan** is paid off.

If we pay a life cover **benefit** under this **policy**, your **policy** ends and we will not refund any unused portion of your **premium**.

5.6 Commission and other benefits

A commission of twenty percent (20%) of your first year's **premium** (excluding government charges) is paid to **NAB**. The commission payable is included in the **premium** you pay for the insurance.

MLC will pay a distribution allowance to a related body corporate of **NAB**, National Wealth Management Services Limited in respect of the distribution of **MLC's** insurance products. This payment will depend in part on the value of **MLC's** insurance portfolio relating to insurance distributed through **NAB** and its related bodies corporate and the performance of **NAB** and its related bodies corporate against agreed annual performance criteria.

6. MORE INFORMATION YOU NEED TO KNOW

6.1 Welcome pack

You'll receive a welcome pack containing everything you need to know about your **policy** including the **policy schedule** and policy document. Your policy document and current **policy schedule** will be your insurance contract with **MLC**. Please keep these documents safe for any future claims.

6.2 Cooling off period

If you cancel within 30 days of the **policy start date**, we'll refund any **premiums** already paid unless you've made a claim under the contract.

6.3 Cancelling your policy

You can cancel your **policy** at any time by calling us on **13 22 95**.

Where two people are **insured**, the request must come from both people.

The **policy** will be cancelled from the date we receive the advice.

If you cancel at any other time (other than during the cooling off period) we'll refund the unused portion of your **premium**, less any government fees and charges.

6.4 When will your policy end

The **policy** will be cancelled and your cover will end on the earliest of one of the following events occurring:

- when you cancel your **policy**
- when the **loan** is repaid and the **loan balance** reduces to zero, or you fulfill your obligations under the **loan agreement**
- when a variation to the **loan** is effected resulting in a new **loan agreement**
- if you receive a reminder letter about unpaid **premiums** and you don't pay your outstanding **premiums** by the due date listed in the letter
- when **NAB** terminates your **loan**
- you reach your **policy anniversary** after your 65th birthday. Where two people are **insured** and the other person is younger than 65, the **policy** will continue to cover that person until they reach their **policy anniversary** following their 65th birthday
- the life cover **benefit** is paid
- you make a fraudulent claim, or
- you die.

6.5 When two people apply for the loan

If two or more people apply for a personal **loan**, the insurance can only cover two of them and only one **benefit** is payable to the **loan account** at any one time. The table below shows how this works.

Type of cover:	Two people are insured and:
life	<ul style="list-style-type: none">• one of you dies we'll pay the sum insured (up to \$80,000) to your loan account and the policy will end.• you both die we'll pay one life cover sum insured (up to \$80,000) to your loan account and the policy will end.
disablement, critical illness and involuntary unemployment	<ul style="list-style-type: none">• one of you becomes disabled, critically ill or involuntarily unemployed we'll make monthly repayments to your loan account.• if you both are disabled, critically ill or involuntarily unemployed at the same time we'll pay just one benefit to cover the loan repayment. <p>We'll pay only one benefit at a time. If you're receiving a benefit and one of you dies, we'll pay your sum insured and the policy will end.</p>

Where two people are **insured**, we may not be able to remove one person from a **policy**. In such circumstances, the **policy** may need to be cancelled and the remaining person will need to take out a new **policy**.

Equally, where one person is **insured** under a **policy**, we may not be able to add another **insured** person to that same **policy** at a later date. In such circumstances, the original **policy** may need to be cancelled and a new **policy** established for both **insureds**.

In both scenarios your **premium** for the new **policy** can only be debited from a credit card or **NAB** transaction account.

6.6 Making a claim

Just call us on **1300 125 246 (1300 1 CLAIM)**, Monday to Friday between 8.30am and 5.30pm (AEST/AEDT), to find out what you need to do.

You can also:

- **email** claims@mlcinsurance.com.au, or
- **write to** PO Box 200
North Sydney NSW 2059

6.7 How is a claim paid

Your **benefit** is paid directly into your **loan account**.

Let's say you have a **loan** with an outstanding **loan balance** of \$1,500 and your monthly repayment amount is \$300. The table below provides examples of how we would calculate the **benefits** if you made a claim.

Claim type	Benefit calculation	Benefit amount	Maximum benefit payable
disablement	If you were disabled for 150 days and unable to work, your benefit would be calculated at a daily rate of \$10 ($\$300 \div 30$ days) for 120 days (150 days LESS the waiting period of 30 days).	The total paid to your loan account would be \$1,200 (120 days x \$10 per day).	If you only had three loan repayments remaining after the 30 day waiting period , repayments of only \$900 would be paid as the loan would have been paid after three months.
involuntary unemployment	If you were involuntarily unemployed for 70 days, your benefit would be based on 70 days LESS the waiting period of 30 days. That is, calculated at a daily rate of \$10 ($\$300 \div 30$ days) for 40 days.	The total paid to your loan account would be \$400 (40 days x \$10 per day).	The maximum amount of time you can receive a benefit is 120 days. So if you were involuntarily unemployed for 180 days the maximum you could receive would be \$1,200 (120 days x \$10 per day). This would be less if the loan is paid off before the 120 days.
life	If your family had to claim a life benefit we would pay the outstanding loan balance to your loan account plus any interest charges accrued in the two months following your death.	The total paid to your loan account would be \$1,500 (plus any interest charges accrued in the two months following your death).	We'll pay the loan balance to a maximum of \$80,000.

These examples are illustrative only, and any **benefits** you receive would be subject to your claim being accepted by us.

Please let us know as soon as possible so we can then start working on your claim. Any delay could make it difficult for us to assess your claim potentially impacting your **benefit**. This doesn't apply if you aren't legally capable of providing information about the claim during that time.

Your **benefit** is paid directly to your **loan account**.

You'll need to cover the costs of any supporting evidence, such as medical reports, unless we tell you otherwise.

Any unpaid **premiums** will be deducted from any **benefit** you receive under your **policy**.

6.8 Resolving complaints

In many cases, we can resolve your complaint. Please contact us on **13 22 95** to discuss your concerns and we'll work with you to resolve the complaint quickly.

If you're unhappy with the resolution of your complaint, you can ask for it to be reviewed by MLC Life Insurance Resolve. This team will ensure your complaint is reviewed and provide you with the outcome in writing, including the reasons for our decision.

You can request a review of your complaint by:

- **calling** **13 22 95**, or
- **writing to** The Complaints Manager
MLC Life Insurance Resolve
GPO Box 4341
Melbourne VIC 3001

We're allowed up to 45 days to respond to your complaint. If the complaint will take longer to resolve, we'll let you know and tell you the reasons for any delay. We'll also keep you updated on the progress of your complaint.

If you're unhappy with the final outcome of your complaint, you have the right to lodge a dispute with an external dispute resolution body. Contact them by:

- **writing to** Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
- **calling** **1800 367 287** (free call) or international callers
+61 3 9613 7366 (charges apply)
- **faxing** 03 9613 6399, or
- **emailing** info@fos.org.au

For more information go to **fos.org.au**

6.9 Product changes

The information in this PDS may change from time to time. We'll write to let you know about any changes we make that are materially adverse. Information about any other changes will be available online at **nab.com.au/insurance**. You can also call us on **13 22 95** and we'll send you a free copy of the information.

If we decide to discontinue NAB Personal Loan Cover we can replace your insurance with a **policy** providing the same or better **benefits**.

6.10 Transfer of ownership

We don't allow any transfer or assignment of ownership of your insurance.

6.11 Tax

If you're the **policy** owner of this type of insurance, generally the **premium** is not tax deductible and **benefits** paid under the **policy** are not assessable.

The information is of a general nature only, and we recommend that you seek professional advice regarding your own taxation position. In addition, you may obtain information from the Australian Taxation Office at **ato.gov.au**

7. DEFINITIONS

Key terms explained

To help you read this PDS we have listed some key definitions for terms we've used throughout the PDS.

You can find specific details about the insurance terms and conditions in the NAB Personal Loan Cover policy document. You'll receive a copy of the policy document in your welcome pack or you can call us on **13 22 95** and we'll send you a copy.

'activities of daily living'

means the following groups of activities of daily living:

- bathing or showering
- dressing
- moving from place to place, in and out of bed, and in and out of a chair
- eating and drinking, or
- using the toilet.

To meet the definition you must be unable to complete two or more of these activities without physical help from someone else.

'benefit(s)'

means either:

- the **sum insured** in the event of death, or
- the **loan repayment** in the event of **disablement, critical illness** or **involuntary unemployment**.

'cancer - excluding specified early stage cancers'

The presence of one or more malignant tumours, leukaemia or lymphomas. The following are excluded:

- Chronic lymphocytic leukaemia in its early stages (less than RAI stage 1).
- Prostate cancer which is histologically described as TNM classification T1(a) or (b) or another equivalent or lesser classification with a Gleason score of 5 or less unless:
 - the person **insured** is required to undertake major interventionist therapy including radiotherapy, brachytherapy, chemotherapy, biological response modifiers or any other major treatment, or
 - the tumour is completely untreatable.
- Carcinoma in situ, cervical dysplasia CIN1, CIN2, and CIN3, or premalignant tumours.

- Carcinoma in situ of the breast, except where it leads to the removal of the breast by a mastectomy or removal of the carcinoma in situ by breast conserving surgery (lumpectomy, complete local excision, wide local excision, partial mastectomy), together with radiotherapy or chemotherapy. The procedure must be performed as a direct result of the carcinoma in situ and specifically to arrest the spread of malignancy, and be considered the necessary and appropriate treatment.
- Skin cancer other than melanoma that:
 - shows signs of ulceration as determined by histological examination, or
 - is greater than 1.0 mm thick, or
 - is least Clark Level 3 of invasion.
- Hyperkeratosis or basal cell skin carcinoma.
- Squamous cell skin carcinoma unless it has spread to other organs.
- All non-melanoma skin cancers unless having spread to the bone, lymph node, or an other distant organ.

'chronic kidney failure (chronic renal failure)'

means the final stage of kidney disease that requires permanent dialysis or a transplant.

'coronary artery bypass surgery'

means the surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction. It doesn't include coronary artery angioplasty, cardiac keyhole surgery, laser or other intra-arterial procedures.

'critical illness'

means:

- (a) the first occurrence and subsequent diagnosis, by a **registered medical practitioner** and relevant **specialist**, and confirmed by our medical adviser; of one or more of the following defined critical illnesses:
- **cancer – excluding specified early stage cancers**
 - **chronic kidney failure (chronic renal failure)**
 - **heart attack – with evidence of severe heart muscle damage**
 - **paralysis**
 - **stroke – in the brain and of specified severity**

or

(b) for the following surgical conditions, when the surgery actually happens:

- **coronary artery bypass surgery**
- **major organ transplant**

(‘critically ill’ has a corresponding meaning)

‘disablement’

The definition of disablement varies depending on whether you’re **gainfully employed**.

If you’re **gainfully employed** then you’ll be considered to be disabled if, as a result of accidental injury or illness, you’re unable to continuously and totally carry out all the normal duties of your usual occupation.

If you’re **not gainfully employed** then you’ll be considered to be disabled if, as a result of accidental injury or illness, you:

(a) are unable to do any two or more of the following groups of **activities of daily living** without physical help from someone else:

- bathing or showering
- dressing
- moving from place to place, in and out of bed, and in and out of a chair
- eating and drinking
- using the toilet, or

(b) have severe cognitive impairment (with a score of 15 or less out of 30 in a **mini mental state examination**) which leads to a need for continuous supervision to protect yourself or other people.

Benefits will only be paid for disablement if certified by a **registered medical practitioner**, confirmed by our medical adviser, and while you are not engaged in any occupation or pursuit for earnings, payment or profit.

(‘disability’ and ‘disabled’ have corresponding meanings)

‘employed by your family’

means **gainfully employed** by an employer which is not a listed public company, or a related body corporate of a listed company, and in which an **immediate family member** of yours is or was either:

- a director, majority shareholder or partner of the employer, or
- in control of the employer immediately or within 60 days before you become **involuntarily unemployed**.

‘gainfully employed’

means being in active employment in order to receive remuneration, payment or profit and:

- (a) you’re employed for at least 15 hours per week, and
- (b) have been employed in one occupation on a continuous basis for the six months or more prior to the date of your **disablement** or **involuntary unemployment**.

(‘gainful employment’ has a corresponding meaning)

‘heart attack - with evidence of severe heart muscle damage’

Heart Attack (Myocardial Infarction) means the death of part of the heart muscle because of inadequate blood supply, confirmed by a Cardiologist and evidenced by:

- typical rise and/or fall of cardiac biomarkers with at least one value above the 99th percentile of the upper reference range together with any one of the following:
 - new serial ECG changes showing the development of any one of the following:
 - o ST elevation
 - o left bundle branch block (LBBB), or
 - o pathological Q waves, or
 - imaging evidence of new and irreversible:
 - o loss of viable myocardium, or
 - o regional wall motion abnormality, or
 - left ventricular ejection fraction less than 50%, at least three months after the event.

Elevated biomarkers that arise from causes other than heart attack are excluded, including those as a result of elective percutaneous procedures and other acute coronary syndromes.

If the above tests are inconclusive or superseded by technological advances, we’ll consider other appropriate and medically recognised tests.

‘immediate family member’

includes your spouse, de facto spouse, parent, child, sibling or grandparent.

‘insured (you or yours)’

means the person(s) named in the **policy schedule**, whose lives are insured under the **policy**. Each insured person is also a **policy** owner. If two people are insured then the word ‘you’ refers to both of you, jointly and individually, depending on the context.

‘involuntary unemployment’

means a period when you’re not working and are actively seeking employment and are registered with Centrelink or any other government approved job placement agency as a job seeker. This period starts on the date you register with a placement agency and continues until you engage in any occupation or pursuit for earnings, payment or profit.

Unemployment must be as a result of:

- the termination of your **gainful employment** by your employer
- being made redundant from your **gainful employment** by your employer
- if you’re **self-employed** or a partner in a business partnership, the business permanently ceasing to trade due to actual or imminent insolvency or business factors beyond your reasonable control and the business being wound up or placed in the control of an insolvency administrator; or
- if you’re a partner in a business partnership, your status as a partner is discontinued without your actual or implied consent, agreement or approval (for example, against your consent you’re forced out of the partnership) and you stop working with that business.

(‘**involuntarily unemployed**’ has a corresponding meaning)

‘loan’

means the funds borrowed from **NAB** by the **insured** or **insureds**, either with or without other persons, the details of which are included in the **loan agreement**.

‘loan account’

means the personal loan account maintained with **NAB**.

‘loan agreement’

means the contract with **NAB** for the personal **loan**, and any amendments made to that contract from time to time.

‘loan balance’

means the total amount outstanding on the **loan**.

‘loan repayment(s)’

means the scheduled repayment in accordance with your **loan agreement**.

‘major organ transplant’

the transplant of any of the following whole organs from a human donor to you:

- kidney
- lung
- liver
- pancreas
- heart, or
- the transplantation of bone marrow.

‘mini mental state examination’

means the Mini Mental State Examination (MMSE) test which samples various functions including arithmetic, memory and orientation to assess cognition.

‘MLC’

means MLC Limited ABN 90 000 000 402 AFSL 230694.

‘NAB’

means National Australia Bank Limited ABN 12 004 044 937 AFSL and Australian Credit Licence 230686.

‘paralysis’

means the total and permanent loss of the function of two or more limbs caused by damage to the nervous system.

‘policy’

means the contract of insurance between you and us which contains the terms and conditions of cover, and consists of the policy document, **policy schedule** and any future documents that change the contract.

‘policy anniversary’

means each anniversary of the **policy start date**.

‘policy schedule’

means the policy schedule issued for the **policy**. It sets out details of the **policy** such as the name(s) of the **insured(s)**, details of the **benefits**, the **premium** payable and the **loan amount**.

‘policy start date’

means the first day the **policy** is in force as shown in the **policy schedule**.

‘pre-existing condition’

means any injury, illness or symptom that first occurred or appeared before the **policy start date**, or for which you have experienced symptoms or received medical treatment prior to the **policy start date** which leads to a diagnosis after the **policy start date**. It’s not a pre-existing condition if you weren’t aware of the injury, illness or symptom, or could not reasonably be expected to be aware of the injury, illness or symptom.

For example, if you had a shoulder injury prior to the **policy start date**, you will not be covered under the **policy** for that shoulder injury or any death, illness of injury related to that shoulder injury.

‘premium(s)’

means the necessary payment by you to maintain cover under this **policy**, being either the amount shown in the **policy schedule** or the amount advised in writing to you by us from time to time.

‘registered medical practitioner’

means a registered and qualified medical practitioner including a **specialist** medical practitioner who is recognised and qualified to provide a diagnosis as a **specialist**, who is acceptable to us and is not the **insured** or spouse, family member, business partner, employee or employer of, or related to, the **insured**.

‘self-employed’

means where you’re **gainfully employed** by yourself, an employer which is not a listed public company or a related body corporate of a listed public company, and you are or were either:

- a director, majority shareholder or partner of the employer, or
- in control of the employer.

(‘self-employment’ has a corresponding meaning)

‘specialist’

means a **registered medical practitioner** who is an appropriate specialist in a relevant medical field.

‘stroke – in the brain and of specified severity’

An incident in the blood vessels of the brain or bleeding in the brain leading to neurological effects that last for at least 24 hours.

There must be clear evidence on a CT, MRI or similar scan that a stroke has occurred. Transient ischaemic attacks, symptoms due to migraine, vascular disease of the optic nerve, physical head injury, reversible neurological deficit or any blood vessel incident outside the cranium, except embolism resulting in stroke, are excluded.

‘sum insured’

means the portion of the **loan balance** covered by the **policy**. This doesn’t include:

- any **loan repayment** arrears, (including interest) outstanding for more than two months
- any accrued interest more than two months old, and
- any portion of the **loan balance** due to economic costs, penalty interest and statutory charges (if applicable) as defined in your **loan agreement**.

‘waiting period’

means the initial period of **disability**, **critical illness** or **involuntary unemployment** for which we don’t pay **benefits**:

- for **disablement** cover and **critical illness** this is 30 days from the start of your **disability** or diagnosis of the **critical illness**
- for **involuntary unemployment** cover this is 30 days from the start of your **involuntary unemployment**.

DUTY OF DISCLOSURE

What you must tell us

When you apply for a life insurance policy, you have a duty to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you extend, vary or reinstate the policy.

You do not need to tell us anything that:

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

If someone other than you will be the life **insured** under the **policy**, any failure by that person to comply with the above duty will be treated as a failure by you.

If you do not tell us something

In exercising the following rights, we may consider whether different types of cover can constitute separate policies of life insurance. If they do, we may apply the following rights separately to each type of cover.

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

If we choose not to avoid the **policy**, we may, at any time, reduce the amount you have been insured for.

This would be worked out using a formula that takes into account the **premium** that would have been payable if you had told us everything you should have. However, if the **policy** provides cover on death, we may only exercise this right within three years of entering into the **policy**.

If we choose not to avoid the **policy** we may at any time vary the **policy** in a way that places us in the same position we would have been in if you had told us everything you should have. However, this right does not apply if the **policy** provides cover on death.

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

PRIVACY

We collect your personal information from you directly wherever we can, but in some cases we may collect it from third parties such as your adviser, your employer or medical professionals or medical facilities. We do this to determine your eligibility for, and to administer your insurance. If personal information is not provided, we may not be able to provide you with the insurance cover available through this product or administer it appropriately. Government regulations require some information to be collected, including company, and tax laws.

We may disclose your personal information to third parties including our parent company Nippon Life Insurance Company, those involved in managing or administering any aspect of your product, and to National Australia Bank Limited and its related bodies corporate who either distribute or are involved in the administration and maintenance of our life insurance products. For more information refer to **mlcinsurance.com.au/privacy-notification**

We may also need to disclose your information with organisations outside Australia. We may use your personal information to contact you about products and for marketing activities. You can let us know at any time if you no longer wish to receive these direct marketing offers by contacting us.

More information about how we collect, use, disclose and handle your personal information, how you can access and correct your personal information and how you can make a complaint about a privacy issue is in our Privacy Policy which is available at **mlcinsurance.com.au/privacy-notification** or by contacting us on **13 22 95** (Hearing impaired customers can call TTY 13 36 77).

For more information call us on

13 22 95

from anywhere in Australia.

8am – 6pm (AEST/AEDT)

Monday to Friday

visit **nab.com.au**

or ask at your local NAB branch

MLC Limited postal address:

PO Box 200

North Sydney NSW 2059



Hearing impaired people with
telephone typewriters can
contact us on **1300 363 647**