

## **Buyer's Protection**

## Everything you need to know about your credit card insurance

Combined Financial Services Guide, Product Disclosure Statement and Policy (PDS) Prepared on 10 December 2018

## **Overview**

## Why is this document important?

This PDS explains Buyer's Protection, an optional insurance that is available to Latitude GO Mastercard® **account** holders. It's important that you read the PDS carefully before you decide to buy it so you understand:

- $\cdot$  the purpose of credit card insurance
- that you are not obliged to purchase this product
- what Buyer's Protection covers and what it doesn't cover
- whether you are eligible to apply and how to apply
- how much it costs
  how to make a claim
- the terms and conditions of your policy.

Buyer's Protection is a form of optional consumer credit insurance that could help cover your repayments if you are unable to **work** or pass away. You may also be able to arrange this insurance through a different insurer. Details of commissions paid in relation to Buyer's Protection are on page 14.

The PDS will help you to make an informed decision about this product. The cover details referred to throughout apply only to your **account**. Keep this document in a safe place, as you'll need it if you want to contact us or make a claim.

In this document, words and phrases appearing in **bold** type have special meanings. We've explained these in our Definitions. If you're still not clear and need further explanation, please call us on **1800 800 230**.

## You should always consider if this product is suitable for you.

Your personal circumstances might reduce the value of this product for you. For example, if you:

- suffered an illness or injury in the 12 months before applying for Buyer's Protection that affects your ability to **work**, you may not be able to claim for **Disability**, or
- are not working, you may not be able to claim for disability or involuntary unemployment.

## Your duty to tell us the truth

It's very important that you are honest in all your dealings with us. Otherwise you may not receive the full benefits of your policy.

## Who is the insurer?

Hallmark Life is the insurer for Life and Critical Illness.

Hallmark General is the insurer for Price Protection, Merchandise Protection, Stolen Card, Disability and Involuntary Unemployment.

Each insurer takes full responsibility for the whole PDS.

## **Contacting us**

Our contact details are on page 13 in the FSG.

## What is Buyer's Protection?

Buyer's Protection is an optional insurance that gives you the confidence to shop with your Latitude GO Mastercard in the knowledge that you're covered if things go wrong. It will help you meet your payment obligations if you pass away, lose your job unexpectedly or become unfit for **work**. It also provides extra shopping protection for purchases made using your Latitude GO Mastercard, including cover for loss or damage to your purchases and reimbursing the difference if your purchase is available at a lower price.

You can take out Buyer's Protection if you:

- have a Latitude GO Mastercard **account**,
- $\cdot\;$  are aged between 18 and 64 inclusive, and
- $\cdot\;$  are a resident of Australia.

## There's a maximum benefit

The maximum policy benefit we'll pay is \$20,000. That means you can make multiple claims during the period you are insured, but the maximum total we will pay across all of those claims is \$20,000.



#### We pay benefits to your Latitude GO Mastercard

We pay all benefits directly to your account, even if your account has a zero balance or is in credit when we pay the benefit.

Like to use your Latitude GO Mastercard with confidence? Apply through our Online Service Centre at <u>www.gomastercard.com.au/</u> <u>osc</u> or telephone us on **1300 462 273**.

## **Shopper's benefits**

Shopper's benefits overview and limits			
This benefit	covers the risk of	up to	
Price Protection	Your Latitude GO Mastercard purchases being available at lower prices	• \$1,000 per <b>item</b> • \$5,000 in any 12 month period	
Merchandise Protection	Loss, theft or damage to your Latitude GO Mastercard purchases	<ul> <li>\$2,000 per item</li> <li>\$5,000 for loss or damage arising from a single cause or incident</li> <li>\$10,000 in any 12 month period</li> </ul>	
Stolen Card	Theft of your Latitude GO Mastercard	• \$200 in any 12 month period	

Shopper's benefits are all subject to the maximum policy benefit of \$20,000, which is the maximum we will pay across all claims under any cover that you make under this policy.

We cap Price Protection and Merchandise Protection benefits relating to the same **item** to its original purchase price.

## **Price Protection**

#### How does it work?

If you buy an **item** in Australia with your Latitude GO Mastercard and within 12 months the **item** is available at a lower price at the same retailer or any other **Australian retailer**, we'll pay the difference between the purchase price and the lower price to your **account**.

This also applies to **items** you buy:

- · for someone else as a gift,
- · through a mail/telephone order catalogue or online order, and
- for up to 120 days before the start of the policy.

The **item** with the lower price must be exactly the same as the **item** you bought, including size, colour, quality and condition, make and model number, attachments and accessories and the lower price must occur after the start of your Buyer's Protection policy.

#### Give me an example

If you buy an item for \$600 and then see it for \$400 in a different Australian retailer, we'd pay \$200 to your account.

#### Limits to the cover

We'll pay up to \$1,000 per item, up to a maximum of \$5,000 for all items in any 12 month period.

#### **Proportionate benefit**

If you paid only part of the price with your card, we'll pay a proportionate benefit. For example, if you paid 50% in cash and 50% with your card, we'd pay 50% of the price difference.

#### **Combined benefits**

We won't pay a combined Price Protection and Merchandise Protection benefit that is more than the original purchase price for an **item**.

## Foreign exchange

We'll calculate the price difference on **items** bought in a foreign currency at the business banking rate at which Westpac Banking Corporation purchases cash in that currency on the day we assess your claim. Acting reasonably, we can change the rate we use and if Westpac does not quote the currency of your claim we may use an alternate foreign exchange provider.

## **Returned items**

We may recover from you any amount we pay in respect of a Price Protection claim for any **item** that is subsequently returned for a refund of the purchase price. We may, for example, deduct such amounts from any future claims paid under this policy.



## What isn't covered?

Price Protection does not cover a lower price:

- due to price matching,
- $\cdot$  that is conditional on cash payment,
- offered as part of a special deal involving other items or benefits,
- that is wholesale, direct from importers, duty free, for commercial quantities or trade buyers,
- due to corporate discounts, non-public or club membership discounts, or group buy offers,
- due to inclusion of cash back offers (whether cash, vouchers, credit or otherwise),

Price Protection does not cover the following **items**:

- jewellery, precious metals and precious stones
- cash or its equivalent (including gift vouchers, traveller's cheques, tickets, postal orders and other negotiable instruments)
- perishable items including foodstuffs, groceries, beverages (both alcoholic and non-alcoholic) and other consumables
   animals and living plants
- used and second-hand items

## **Merchandise Protection**

## How does it work?

If you buy an **item** in Australia for more than \$10 with your Latitude GO Mastercard and within 12 months of its purchase the **item** is lost, stolen or damaged, we'll pay to your **account**, at our option, either:

- $\cdot$  the original purchase price, or
- the cost of repair or replacement.

This also applies to **items** bought for someone else as a gift.

## Give me an example

If you bought an item for \$500 and then a few days later it was accidentally broken beyond repair, we'd pay \$500 to your account.

## Limits to the cover

- Each **item** is covered up to \$2,000. If more than one thing happens to an **item** (for example, it is stolen and then found damaged), we'll only pay the lesser of the original purchase price or \$2,000 for that **item**.
- If more than one **item** is lost, stolen or damaged at the same time, we'll pay up to \$5,000 in total for that event.
- In any 12 month period, we'll pay a maximum of \$10,000 for all **items** under Merchandise Protection.

## **Proportionate benefits**

- If only part of a set of **items** is lost, stolen or damaged, and the remaining part can be used separately, we'll pay a proportionate benefit.
- If you paid only part of the price with your card, we'll pay a proportionate benefit. For example, if you paid 50% in cash and 50% with your card, we'd pay 50% of the benefit.

## **Combined benefits**

We won't pay a combined Price Protection and Merchandise Protection benefit that is more than the original purchase price for an **item**.

- · due to pricing error or mispriced item,
- where the **item** is not in stock and immediately available (e.g. no backorders or rain checks),
- on marketplace, daily deal or auction websites, except a 'buy it now' price of an Australian retailer's online store within one of these websites,
- at any other Australian retailer's 'closing down', 'going out of business', or similar sale.
  - special-order, tailor-made or one-of-a-kind items
  - **items** offered during a 'closing down', 'going out of business' or similar sale
  - items sold as floor display discounts, imperfect, seconds or damaged items
  - **items** returned for a refund
  - **items** purchased outside Australia.



## What isn't covered?

Merchandise Protection doesn't cover:

- items bought for less than \$10
- the disappearance of any **item** in circumstances that you can't explain to our reasonable satisfaction
- **items** purchased outside of Australia
- loss, theft or damage due to:
  - atmospheric or weather conditions, including the action of light
  - normal wear and tear
  - an inherent product defect in the **item**
  - you or someone in your household committing an illegal act
  - $\cdot\;$  the action of insects, vermin, fungus, rust or pets
  - electrical or mechanical breakdown
  - maintaining, cleaning, restoring, dyeing or repairing the **item**
  - using the **item** for business purposes

- you or someone in your household physically abusing or not taking reasonable care of the **item**, or leaving it unattended in a public place, in an unlocked car, or with a person who deliberately damages it
- $\cdot~$  the following **items**:
  - watches
    - $\cdot\;$  jewellery, precious metals and precious stones
    - cash or its equivalent (including gift vouchers, traveller's cheques, tickets, postal orders and other negotiable instruments)
    - perishable items including foodstuffs, groceries, beverages (both alcoholic and non-alcoholic) and other consumables
    - animals and living plants
    - used and second-hand items.

## **Stolen Card**

## How does it work?

If your Latitude GO Mastercard is reported to the police as stolen we'll pay \$200 to your **account**, just for the inconvenience.

## Limits to the cover

You can only make one Stolen Card claim in any 12 month period.

## What isn't covered?

We won't pay a Stolen Card benefit if:

- you fail to report the theft to the police, or can't give us an incident number and the contact details of the police station where the theft was reported
- you take part in an illegal or criminal activity
- you lose your card, or don't take enough precautions to protect the card against theft.

## **Repayment benefits**

Repayment benefits overview and limits			
This benefit	covers the risk of	up to	
Life	Your death	\$20,000	
Critical Illness	Suffering or contracting one of six specified life threatening critical illnesses	\$20,000	
Disability	<b>Disability</b> that prevents you from <b>working</b>	<ul> <li>\$1,000 per month</li> <li>We will not pay more than:</li> <li>the <b>balance owing</b> for any one period of <b>disability</b></li> <li>36 monthly benefits over the life of the policy.</li> </ul>	
Involuntary Unemployment	Unexpected loss of your job	<ul> <li>\$1,000 per month</li> <li>We will not pay more than:</li> <li>the lesser of the <b>balance owing</b> or 12 monthly benefits for any one instance of <b>involuntary unemployment</b></li> <li>36 monthly benefits over the life of the policy.</li> </ul>	

Repayment benefits are also subject to:

• the maximum Buyer's Protection policy benefit of \$20,000, which is the maximum we will pay across all claims under any cover that you make under this policy, and

• a combined benefit limit of 36 Disability or Involuntary Unemployment monthly benefits over the life of the policy.



## Life

## How does it work?

We'll pay the **balance owing** at the date of your death to your **account**, up to \$20,000, if you die.

## Give me an example

If you owed \$11,000 on your **account** when you die, we'd pay \$11,000 to your **account**.

## Limits to the cover

We'll pay a maximum of \$20,000.

## **Critical Illness**

## How does it work?

If you are diagnosed with a critical illness, we'll pay to your **account** the **balance owing** on the date of diagnosis or operation.

The following are critical illnesses for the purpose of this cover:

- heart attack
- stroke
- major organ transplant

- kidney failure
- coronary artery disease requiring surgery
- · cancer.

We've defined these illnesses in our Definitions. So long as we remain a member of the Financial Services Council, when the Life Code of Practice (Life Code) defines one of these illnesses, we'll apply the definition that's best for you. So, if the Life Code definition would result in your Critical Illness claim being approved and ours would not, we will pay your claim. You can read the Life Code at <a href="http://www.fsc.org.au/policy/life-insurance/code-of-practice">www.fsc.org.au/policy/life-insurance/code-of-practice</a>. We'll send you a copy free of charge if you ask for one.

## Give me an example

- If you owed \$11,000 on your **account** when you are diagnosed with cancer, we'd pay \$11,000 to your **account**.
- If you owed \$21,000 on your account when you are diagnosed with cancer, we'd pay \$20,000 to your account.

## Limits to the cover

We'll pay a maximum of \$20,000.

## What isn't covered?

We won't pay a benefit for any critical illness that occurs within 12 months of the start date of the policy if you have had symptoms, advice or treatment from a doctor for that condition within the 12 months before the policy started.

We won't pay a benefit for any critical illness that occurs within 90 days of the start date of the policy, or that results from, or as a consequence of, any of the following:

- angina pectoris
- non-cardiac chest pain
- transient ischaemic attacks, reversible ischaemic neurological deficit, vascular disease affecting the optic nerve, cerebral symptoms due to migraine or cerebral injury resulting from trauma or hypoxia
- carcinoma in situ (including cervical dysplasia CIN-1, CIN-2 and CIN-3) or tumours which are histologically described as
   premalignant
- chronic lymphocytic leukaemia Binet Stages A&B or Rai Stages 0, 1 and 2 melanomas with a depth of invasion less than Clark Level 3 or thickness less than 1.5mm Breslow as determined by histological examination
- any hyperkeratosis or basal cell carcinomas of the skin
- $\cdot\,$  any squamous cell carcinoma of the skin, unless there has been a spread to other organs
- · Kaposi's sarcoma and other tumours associated with HIV infection, AIDS or AIDS related complex
- prostatic cancers which are histologically described as TNM Classifications T1 (including T1a and T1b) or are of another equivalent or lesser classification
- tumours treated by endoscopic procedures alone
- tumours that are a recurrence or metastases of a tumour that first occurred before the end of 90 days after this policy began
- angioplasty, laser or other intra-arterial procedures and non-surgical techniques in relation to coronary artery by-pass surgery.

## Disability

## How does it work?

- lf:
- $\cdot\,$  you had been **working** at the time of your **disablement** for at least six consecutive months, and
- $\cdot\;$  you are continuously **disabled** for at least 30 days and unable to work,

# LATITUDE

we'll pay to your **account** a monthly benefit of 10% of the **balance owing** (at least \$30 and up to \$1,000 per month) on the statement immediately before the date of the accident, illness or injury causing **disability**, until you return to **work**.

We calculate benefits on a daily basis, that is, 1/30th for each day of **disability** for which you can claim. For example, if after a 30-day qualifying period you are **disabled** for a further 15 days, we'd pay for 45 days.

## Give me an example

- If you are disabled for 8 months and your monthly benefit is calculated at \$200, we'd pay \$1,600.
- If you are **disabled** for 4 months and your monthly benefit is calculated at \$1,200, we'd pay \$4,000 (because the maximum monthly benefit is \$1,000).
- If you are **disabled** for 10 days, we'd pay nothing because you are not **disabled** for 30 days.

#### Limits to the cover

We'll pay the monthly benefits while you continue to be **disabled** or until any of the following occurs:

- $\cdot$  we have paid the closing balance on the statement immediately before the **disability**, or
- we have paid in total 36 monthly benefits on account of disability or involuntary unemployment.

## **Combined benefits**

The maximum policy benefit period is 36 months for **disability** and **involuntary unemployment** combined. If you make multiple **disability** or **involuntary unemployment** claims during the period you are insured, we will only ever pay a total of 36 monthly benefits.

## What isn't covered?

We won't pay a benefit:

- if you have not been **working** at the time of **disablement** for at least six consecutive months, or for:
- a **disability** that occurs within 30 days after the date when the policy starts
- a period of **disability** of less than 30 consecutive days
- a **disability** arising from a sickness or injury within the first 12 months of the start date of the policy if you had symptoms, advice or treatment from a doctor for that condition within the 12 months before the policy started.
- take part in a criminal activity
  - are receiving a monthly benefit for **involuntary unemployment**.

- We also won't pay a benefit if you:
  - don't seek medical advice or fail to undertake treatment from a medical practitioner continuously while you are disabled
  - return to gainful occupation

## **Involuntary Unemployment**

## How does it work?

lf:

- you have been working for at least six consecutive months when you become involuntarily unemployed, and
- you are continuously unemployed for at least 30 days,

we'll pay to your **account** a monthly benefit of 10% of the **balance owing** (at least \$30 and up to \$1,000 per month) on the statement immediately before the date you were notified of your impending unemployment, until you return to **work**.

We calculate benefits on a daily basis, that is, 1/30th for each day of **involuntary unemployment** for which you can claim. For example, if after a 30-day qualifying period you are **involuntarily unemployed** for a further 15 days, we'd pay for 45 days.

## Give me an example

- If you are unemployed for 4 months and your monthly benefit is calculated at \$500, we'd pay \$2,000.
- If you are unemployed for 6 months and your monthly benefit is calculated at \$1,200, we'd pay \$6,000 (because the maximum monthly benefit is \$1,000).
- $\cdot\,$  If you are unemployed for 10 days, we'd pay nothing because you are not unemployed for 30 days.

## Limits to the cover

We'll pay the monthly benefits while you continue to be unemployed until any of the following occurs:

- $\cdot\;$  we have paid the closing balance on the statement immediately before the unemployment, or
- $\cdot\,$  we have paid 12 monthly benefits, or
- $\cdot$  we have paid, in total, 36 monthly benefits on account of **disability** or **involuntary unemployment**.

## **Combined benefits**

The maximum policy benefit period is 36 months for **disability** and **involuntary unemployment** combined. That means if you make multiple **disability** or **involuntary unemployment** claims during the period you are insured, we will only ever pay a total of 36 monthly benefits.



## What isn't covered?

We won't pay a benefit if you:

- have not been working for at least six consecutive months at the time you become unemployed
- become unemployed within 30 days after the date when the policy starts
- are unemployed for fewer than 30 consecutive days
- became aware of your impending unemployment before the policy started
- are engaged in seasonal work, contract work or for a specified task or period and your employment ceases at the end of that season, contract, task or period
- resign, accept early retirement or you abandon your employment
- are unemployed due to your deliberate or serious misconduct
- Making a claim

If you need to make a claim, don't delay, contact us immediately.

To make a claim, you can:

- submit your claim online at <u>www.latitudefinancial.com.au/claim</u> or
- call us on 1800 800 230 Monday to Friday between 8.30am and 5.00pm (AEST).

## What you can expect

When you make a claim, we will:

- make a decision on your claim within 10 business days of receiving all the information we need,
- make claim payments to your account within 3 business days of your claim being approved, and
- return any call you make to us within 1 business day of receiving your enquiry.

## What will I need?

If we need any more information to support your claim, we'll contact you. Here are some examples of information we may ask for.

## **Price Protection claims**

We may ask you for:

- $\cdot$  proof of purchase
- proof and date of the lower price.

## **Merchandise Protection claims**

We may ask you for:

- a quote for the repairs (if your **item** has been damaged)
- a police report (if the **item** is stolen or maliciously damaged).

## **Stolen Card claims**

We may ask you for:

- a Police incident number
- $\cdot\,\,$  the contact details of the Police Station where the theft was reported.

## Claims for disability, critical illness and involuntary unemployment

For these claims, we may ask you for all or any of:

- a report or certificate from your treating doctor
- a letter from your employer, evidence you are actively seeking **work** such as employment agency registration or copies of job applications, or evidence from Centrelink.

We may also ask you to undergo a medical examination (at our cost) by a doctor we nominate who will report to us.

- take part in a criminal activity
- take part in a strike or a lockout
- return to gainful occupation
- are **self-employed** and your business temporarily stops trading
- are receiving a monthly benefit for **disability**
- become unemployed because you have to provide regular and sustained care to a family member for a **disability** that occurred in the first 12 months of the start date of the policy, if the family member had symptoms, advice or treatment from a doctor for that **disability** within 12 months before the policy started.



## What it costs

Buyer's Protection costs 1% of the monthly closing balance of your **account**, up to a maximum monthly premium of \$50. It is debited to your **account** and payable monthly.

The following table gives some examples:

Balance owing at the end of the monthly statement cycle	Monthly premium
Nil	Nil
\$500	\$5
\$1,000	\$10
\$1,500	\$15
\$4,000	\$40
\$6,000	\$50
\$10,000	\$50

## We calculate your premiums monthly

We calculate your premium monthly, based on the closing balance of your **account**. If your balance is zero on the day we print your statement, we don't charge a premium that month.

## When your policy starts and stops, and how to cancel it

## When the policy starts

We'll send you a communication confirming you have Buyer's Protection with a date showing when your policy starts, unless we have told you that it starts on an earlier date. This PDS and confirmation communication, read together, will be the terms and conditions of your policy.

## When the policy ends

The policy will cease automatically when any of the following events occur:

- your credit contract is terminated or cancelled
- you are in default under the credit contract and you have not remedied that default when requested to do so
- you reach the age of 65
- you cease to be an Australian resident
- we pay the maximum policy benefit of \$20,000
- we pay the maximum benefit of 36 monthly repayments for disability and involuntary unemployment claims in total
- you become bankrupt or enter into an arrangement with your creditors under the Bankruptcy Act 1966 (Cth)
- $\cdot\;$  the policy is cancelled by you or by us
- ・ you die.

## You can cancel your policy

## **Cooling off period**

If you change your mind within 30 days of receiving your policy, and you haven't made a claim, you can cancel your policy and obtain a full premium refund. You can cancel your policy by:

- calling us on **1800 800 230**, or
- writing to us at GPO Box 1571, Sydney, NSW 1025.

## At any time

Buyer's Protection is completely optional, so you can cancel it at any time by contacting us using the same details. The cancellation takes effect from the end of the statement period for your **account** during which we receive your cancellation request and we will stop debiting the premium from your **account**.

## When can we cancel your policy?

We can also cancel the policy by advising you in writing, but only if you have not complied with the terms and conditions of your card **account**, if you don't pay your premium as required, or for any other reason allowed under the law such as making a fraudulent claim. The cancellation will take effect from the date we advise you in writing, and we will stop debiting the premium to your **account**.



## Making a complaint

We want you to be completely satisfied with your policy and our service. If you're not happy about something, please contact us first. We have an internal dispute resolution procedure, and you can quickly get that started by:

- calling us on **1800 800 230**, or
- writing to us at GPO Box 1571, Sydney, NSW 1025, or
- sending us a fax on 1300 362 642.

We'll do our best to resolve your complaint quickly and fairly, and we'll keep you informed of the progress.

Our Privacy Policy also contains information as to how you can complain about a breach by us of the Privacy Act 1988 (Cth) and how we will deal with such a complaint.

If your complaint is not resolved in this way, you can contact the following independent and impartial body that provides a free external dispute resolution service:

## Australian Financial Complaints Authority

Mail: GPO Box 3, Melbourne VIC 3001 Online: <u>www.afca.org.au</u> Email: info@afca.org.au Telephone: 1800 931 678

We also have a brochure <u>'Do you have a complaint relating to insurance?'</u> which has everything you need to know about these procedures. Please call us and we'll send you a copy.

## **Codes of Conduct**

Hallmark General subscribes to the General Insurance Code of Practice, and you'll find it on the Insurance Council of Australia's website at <u>www.codeofpractice.com.au</u>

Hallmark Life subscribes to the Life Insurance Code of Practice, and you'll find it on the Financial Services Council's website at <a href="http://www.fsc.org.au/policy/life-insurance/code-of-practice">www.fsc.org.au/policy/life-insurance/code-of-practice</a>

## **Financial Claims Scheme**

You may be entitled to payment under the Financial Claims Scheme in respect of Price Protection, Merchandise Protection, Stolen Card, Disability and Involuntary Unemployment claims, if **Hallmark General** becomes insolvent.

Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au

## Other terms of the policy

## Varying the policy

We may vary the terms of the covers written by **Hallmark Life** (including the percentage used to work out the monthly instalments of premium) by giving you 30 days' written notice.

Where permitted by law, we may vary the terms of the other covers by giving you 30 days' written notice.

If you held a Latitude GO Mastercard Buyer's Protection policy that was already in force on the date of this PDS, we will deal with claims under this policy in accordance with the terms of your earlier Policy if it would be more favourable to you.

## **Governing** law

The policy is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

## No assignment

Your interest in this policy cannot be assigned to any other person.

## Definitions

In this document, words and phrases appearing in **bold** type have special meanings. We've defined these below. If you're still not clear and need further explanation, please call us on **1800 800 230**.

#### account

Your Latitude GO Mastercard account with Latitude Finance Australia (LFA) ABN 42 008 583 588. Australian Credit Licence number 392145.



## Australian retailer

A retailer holding an Australian business number (ABN) and carrying on a business or enterprise from:

- retail premises located in Australia; or
- · an Australian website capable of delivering to residential premises in Australia.

## balance owing

For the Disability and Involuntary Unemployment benefits, the closing balance on your account, less any overdue amounts, on the statement immediately before the date of the accident, illness or injury causing disability, or the date you were made involuntarily unemployed.

For the Life and Critical Illness benefits, the outstanding balance on your account at the date of your death or diagnosis, excluding any overdue amounts, fees and other charges imposed on any overdue amounts.

#### cancer

The histologically confirmed diagnosis of one or more malignant tumours. Malignant tumours are characterised by the uncontrolled growth and spread of malignant cells and the invasion and destruction of normal tissue. They include leukaemia, lymphoma, Hodgkin's disease and other malignant bone marrow disorders.

## coronary artery disease requiring surgery

The first undergoing of coronary artery by-pass grafting to two or more coronary arteries performed via open chest surgery for the treatment of coronary artery disease. The surgery must be considered medically necessary by a consultant cardiologist.

## disabled, disability, disablement

In our reasonable assessment, due to medically diagnosed sickness or injury, you are unable to perform the normal duties of your usual occupation.

## gainful occupation

Any activity or function performed for reward compensation or profit.

## **Hallmark General**

Hallmark General Insurance Company Ltd. ABN 82 008 477 647 AFSL 243478.

## **Hallmark Life**

Hallmark Life Insurance Company Ltd. ABN 87 008 446 884 AFSL 243469.

## heart attack

Death of heart muscle caused by obstruction of 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 limit, and at least one of the following indicators:

- 1. acute cardiac symptoms and signs consistent with heart attack
- 2. new, serial ECG changes with the development of any of the following:
  - a. acute injury type ST elevation or ST depression
  - b. coronary pattern T wave inversions
    - c. pathological Q waves
    - d. left bundle branch block
- 3. imaging evidence of new loss of viable myocardium or new regional wall motion abnormality.

If the above indicators prove inconclusive, other supporting clinical evidence that in our reasonable opinion indicates that myocardial infarction has occurred.

Other acute coronary syndromes, including but not limited to angina are not covered under this definition.

## involuntary unemployment, involuntarily unemployed

If you are an employee:

- you stop working as a result of being terminated or being made redundant by your employer, where the job loss is not of your choosing, or
- · you accept the terms of redundancy, offered by your employer, due to organisational downsizing or restructure.

If you are self-employed or in a business partnership, you stop working and it's not of your choosing, because:

- · you stop the business trading permanently or start to wind it up,
- the business is placed in the hands of an insolvency practitioner, or
- · for partnerships, you stop trading permanently or dissolve or start to dissolve the partnership.



If you work on a contract or seasonal basis, you stop working as a result of being terminated or made redundant by your employer before the agreed expiry date of the contract, season or task, where the job loss is not of your choosing.

If you leave your job because you have to provide regular and sustained care for a family member without receiving an income (other than Centrelink Carer's Allowance or equivalent), where the accident, condition or disability which caused this need for care, occurred after the policy started.

## item(s)

An individual article, object, piece, artefact or unit, or one that is part of a collection or set. It does not include services.

## kidney failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function requiring permanent regular renal dialysis.

## major organ transplant

The first undergoing of 'human to human' organ transplant from a donor to the life insured of one or more of the following organs:

- kidney
- liver
- heart

lungs

er .

- pancreas
- bone marrow.

The operation must be considered medically necessary by the appropriate consultant and performed within Australia.

## self-employed

You are working in a business and:

- you have power or control or influence over the business because you own it, or are a major shareholder in the company that owns it, or a partner in the partnership that owns it,
- $\cdot\,$  you are working for payment or reward, and
- $\cdot$  you are not an employee of another business.

## stroke

The first occurrence of a cerebrovascular accident or incident producing permanent neurological deficit resulting in at least 25% impairment of whole person function confirmed by Computerised Tomography (CT) or Magnetic Resonance Imaging (MRI) cerebral scan. Cerebrovascular accident or incident includes:

- infarction of brain tissue
- intracranial haemorrhage

- subarachnoid haemorrhage and
- · embolization from an extracranial source.

Does not include:

• Transient ischaemic attack or hypoxia or trauma affecting vestibular functions.

## we, our, us

Hallmark General and Hallmark Life.

## work, working

Continuous and regular employment for salary or wages, including self-employment, a partner in a partnership, full-time, part-time, contract or seasonal worker, or if you are contracted for a specified season, period or task.

## you, your

The person who has entered into a credit contract with LFA for your Latitude GO Mastercard account. If, when you applied for Buyer's Protection, you nominated your partner as the main income earner to be covered under Life, Critical Illness, Disability and Involuntary Unemployment, then any reference to "you" in relation to a claim under these covers means your nominated partner.

## **Privacy Notice**

This Privacy Notice contains important information about the collection, use and disclosure of personal information by **Hallmark** Life and Hallmark General.

By applying for insurance through us, you consent to us collecting, using and disclosing personal information about you in the ways set out below.

# LATITUDE

We cannot issue an insurance policy to you without your personal information.

Generally, we collect:

- information you provided in the Application Form for your account
- information relating to your account, and your ongoing use of that account
- information you provide in Claim Forms
- sensitive information (in particular, health information) where it is necessary to assess claims, but only with your express consent

## Collection, use and disclosure of your personal information

We collect, use and disclose personal information about you:

- to process your application for insurance
- to provide and manage products and services or other relationships and arrangements, including to process receipts, payments and invoices
- to develop new products and services
- to administer your insurance policy, perform administrative tasks and manage business operations
- for planning, product development and research
- for fraud, crime prevention and investigation of insurance risks or claims
- to handle insurance claims

- information from third parties (such as the credit provider of your credit account, employers, government bodies, medical practitioners, other insurers) where it is unreasonable or impracticable to collect the information from you. Such circumstances may include where we seek to verify the details you provided in your Claim Form.
- · to deal with complaints
- to comply with the following laws that may require or authorise us to obtain information about you:
  - Privacy Act 1988
  - Corporations Act 2001
  - Insurance Contracts Act 1984
  - Life Insurance Act 1995
  - Autonomous Sanctions Act 2011
  - National Consumer Credit Protection Act 2009
  - Australian Securities and Investments Commission Act 2001.

We may also collect, use and disclose your personal information to tell you about products and services and other offers from third parties that may be of interest to you.

## Persons to whom we may disclose your personal information

We disclose your personal information as necessary to third parties for the purposes set out above. Those third parties may include contractors, agents, service providers, medical practitioners, delivery companies, mail houses, call centres, debt collection agencies, researchers, reinsurers, your employer, data analysts, government or regulatory bodies and professional advisers. We limit the use and disclosure of any personal information we give those parties to the specific purpose for which we give it.

## Safeguarding personal information

We will take reasonable steps to protect personal information about you that they hold and transmit, from misuse, interference and loss and from unauthorised access, modification and disclosure.

## Disclosure of your personal information overseas

In some circumstances, for the purposes set out in this Privacy Notice, your personal information may be transferred by us to organisations located overseas and which do not have an Australian link (for example, a disclosure to an overseas recipient may be necessary for operational reasons. We may also use service providers based overseas). Where such transfers occur, arrangements will be put in place to protect your personal information.

Whilst it is not practicable to list every country in which such recipients are located, it is likely that the countries to which your information may be disclosed include the United Kingdom, United States of America, Hungary, Philippines, South Korea, New Zealand, India, Mexico and China.

## **Access and Correction**

You may contact us to request access to your personal information, or if you believe that the information that we hold about you is incorrect in any way, by:

- · calling us on 1800 800 230, or
- writing to us at GPO Box 1571, Sydney, NSW 1025.

Our Privacy Policy is available at <u>www.latitudefinancial.com.au/privacy/</u> and explains how you can access and seek the correction of the personal information we hold about you.

## **Third Parties**

If you provide us with personal information about any other individual, such as an income nominee or an authorised third party to make enquiries on your behalf in relation to your policy, you must first ensure that the person concerned:

- $\cdot\;$  has seen this Privacy Notice and understood its contents; and
- has separately agreed to their personal information being collected, used and disclosed in accordance with this Privacy Notice.



## **Direct marketing opt-out**

The consents given by you in relation to the use of your personal information for direct marketing apply to contacting you by all relevant means (for example, by letter, email or phone) and apply for an indefinite period of time, unless you expressly withdraw those consents by notice to us.

If you do not want to receive direct marketing information from us, you may call us on 1800 800 230.

#### **Email Communication**

If you provide us with an email address, you consent to electronic communications being sent to you via that email address, including notices and reminders. To protect your privacy, we recommend that any email address you provide to us be your personal email address rather than, for example, an email address accessible by your work colleagues or family members.

## **Financial Services Guide**

There are some important things to consider before making a decision about financial services. This Financial Services Guide (FSG) will assist you in deciding whether to use any of the services listed and help you by explaining:

- · how we and the other parties involved receive remuneration for those services, and
- · how complaints are dealt with.

Before we issue Buyer's Protection, we are required to provide you with a Product Disclosure Statement. Details on the purpose and content of the Product Disclosure Statement are set out on page 1.

## About us

This FSG is given on behalf of:

- Hallmark General, and
- Latitude Finance Australia (LFA) ABN 42 008 583 588, Australian Credit Licence number 392145 AR 260525, which is the credit provider for your Latitude GO Mastercard and an authorised representative of **Hallmark General**.

Hallmark General, Hallmark Life and LFA are all members of the same group of companies.

Our contact details are: Free-call **1800 800 230**, GPO Box 1571, Sydney, NSW 1025 Fax on 1300 362 642. LFA contact details are: 800 Collins St, Docklands, Victoria, Australia, 3008 Telephone: 1300 462 273

## Authorisations

Hallmark General, Hallmark Life and LFA are authorised to do the following in relation to the covers included in the Buyer's Protection policy:

- issue, vary or dispose of a financial product and arrange for each of these, and
- provide general financial product advice.

Hallmark General enters into contracts for Life benefits on behalf of Hallmark Life, under a binder. A binder authorises a person to issue an insurance policy as though they were the insurer. All other financial services set out above are provided on behalf of Hallmark General and Hallmark Life as the insurers of the relevant covers and Hallmark General as licensee.

#### **Our compensation arrangements**

The Australian Prudential Regulation Authority (APRA) supervises the financial obligations **Hallmark General** and **Hallmark Life** have to their customers including arrangements for compensating retail clients for losses that they may suffer as a result of **Hallmark General**, **Hallmark Life** or their representatives breaching Chapter 7 of the Corporations Act.

On this basis, **Hallmark General** and **Hallmark Life** are exempt from the requirements for compensation arrangements under s912B of that Act.



## **Remuneration and other benefits**

## Hallmark General

Hallmark General is paid monthly, on an 'at cost' basis, for providing support services to Hallmark Life. For example, each month Hallmark Life pays Hallmark General a share of the office rent as it falls due.

## LFA

Hallmark General pays LFA a commission of 20% of the premium, before Government charges.

## **Employees**

Employees of **Hallmark General** and LFA are paid a salary. Some employees are also eligible for annual and other discretionary performance bonuses and rewards. These are based on the achievement of pre-determined business objectives including the amount of insurance sold.

## If you have a complaint

See our dispute resolution procedures on page 9.

Hallmark General has authorised the distribution of this FSG. Please call Hallmark General on 1800 800 230 if you:

- $\cdot$  do not want to receive further marketing materials like this,
- would like to register on our No Contact/No Call register, which means that we will not telephone you to offer insurance
  products unless you ask us to,
- · want to tell us how often and at what times we can telephone you to offer insurance products, or

<sup>•</sup> would like further information before deciding whether to purchase CCI, or about how commissions, bonuses and rewards are determined.