MLC Personal LoanCover

PRODUCT DISCLOSURE STATEMENT

Preparation date: 20th December 2007
Issue no. 1
Issue date: 17th March 2008
This Product Disclosure Statement
was issued by:
MLC Limited
ABN 90 000 000 402
AFSL 230694

Ground Floor, MLC Building
105–153 Miller Street
North Sydney NSW 2060

mlc.com.au

A National Australia Group company

Welcome to MLC Personal LoanCover

Throughout this Product Disclosure Statement:

References to:	Are to be read as:
'we', 'us', 'our', 'MLC'	MLC Limited in its capacity as insurer.
'you', 'your'	Assumes that you are both the policy owner and the Insured.
PDS	Product Disclosure Statement.

Important information

- This Product Disclosure Statement (PDS) gives important information about MLC Personal LoanCover ("the Policy"), which is current until the date it is replaced by Issue Number 2 and must not be used after that date.
- The issuer of MLC Personal LoanCover is MLC Limited, Ground Floor, 105 -153 Miller Street North Sydney NSW 2060, Telephone: 13 22 95.
- The MLC Personal LoanCover Policy document and accompanying Policy schedule contain the full legal terms of the insurance we provide.
- References to "we", "us", "our" or "MLC" should be read as referring to MLC Limited ABN 90 000 000 402, AFSL 230694 in its capacity as insurer.
- References to "you" or "your" should be read as referring to the Insured, or where there are two Insureds, to each Insured. These references also assume that policy owner(s) and the Insured(s) are the same person(s), (which will generally be the case).
- The Benefits available under MLC Personal LoanCover are issued out of MLC's No. 1 Statutory Fund.
- MLC Limited is a related body corporate of National Australia Bank Limited ABN 12 004 044 937, AFSL 230686 ('NAB').
- Neither NAB nor any of its related bodies corporate (other than MLC as insurer) guarantees or accepts liability in respect of MLC Personal LoanCover.
- An MLC Personal LoanCover Policy does not represent a deposit with or a liability of NAB or any of its related bodies corporate other than a liability of MLC as insurer.
- This PDS does not constitute and should not be construed as an offer, invitation or recommendation by MLC to apply for life insurance in any State, country or jurisdiction other than Australia.
- We will, on request and without charge, during the currency of the information contained in this PDS, send a copy of the paper version of this document to a person in Australia who is eligible to apply for the product on offer.
- Any advice in this PDS has been prepared without taking account of your objectives, financial situation or needs. Because of this, you should, before acting on any advice in this PDS, consider whether it is appropriate to your objectives, financial situation and needs.
- Applications for MLC Personal LoanCover will only be accepted on the Application Form attached to this PDS.
- Information in this PDS may change from time to time. This information will be updated and made available to you at nab.com.au. Alternatively, you can request a paper copy of this information and it will be made available to you free of charge, by writing to the mailing address appearing on the inside cover of the PDS. We will notify you if there is a material adverse change to the information contained in this PDS.
- This PDS will be replaced or supplemented if there is a material alteration to the information provided.
- This life insurance is designed purely for protection and is not a savings plan. Unlike some other types of life insurance which have investment or savings components, it will never have a surrender or cash value.
- **You are not obliged to buy this insurance for your loan.**
- You can only take out a MLC Personal LoanCover policy if you are 18-54 years of age.
- MLC Personal LoanCover provides insurance protection for up to two people.
- Insurance for your Loan may be arranged with another insurer of your choice.
- The terms of the insurance contract vary from the standard prescribed cover prescribed under the Insurance Contracts Act 1984. We have, therefore, provided defined terms in this document so that you may know the extent of MLC Limited's liability under the contract in respect of an event giving rise to a claim.
- MLC Personal LoanCover is Consumer Credit Insurance. Further details in relation to Consumer Credit Insurance can be found at the back of this PDS.
- Any reference to Disablement should also be read as referring to Disability and Disabled.
- The maximum term of the MLC Personal LoanCover Policy is 7 years from the Commencement Date (as shown in the Policy Schedule) or until you have fulfilled your obligations under the Loan Agreement.

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About MLC Personal LoanCover

What this Policy does

You cannot control the inevitable risks in life but you can control how you prepare for them. The trauma of death, accident or illness can be emotionally and financially devastating for you and your family. MLC Personal LoanCover is designed to help you soften the financial impact caused by one of these events by helping you cover your NAB Personal Loan repayments in certain situations where you may be unable to meet those payments.

How this Policy works

The purpose of MLC Personal LoanCover is to manage your NAB personal Loan in the event of your death, Disablement or Involuntary Unemployment (called Policy events). Should you die, then subject to the Policy terms and conditions, we will pay a lump sum to NAB to discharge your Loan. Should you become Disabled or Involuntarily Unemployed then, subject to the Policy terms and conditions, we will pay your Loan Repayments monthly to NAB.

MLC Personal LoanCover is made up of the following types of insurance (more detail is provided in each Benefit section of this PDS) and is available to you if you are aged 18-54 at commencement of the policy.

Type of Insurance	Risk Covered	Benefit
Life Cover	Death	A lump sum
Disablement Cover	Continuous and total inability to perform work/daily living functions	A monthly Benefit*
Involuntary Unemployment Cover	Unemployment arising from circumstances outside your control	A monthly Benefit for up to four months

* Refer to page 3 for Benefit periods that apply for defined Critical Illnesses.

Any Benefit payable will be paid to the Loan Account only, subject to the terms and conditions of the Policy and our acceptance of the claim.

The Policy is sold as a package that includes all covers, so it is not possible to purchase the covers separately. It is important that you ensure that this product meets your needs.

Where there are two Insureds then we will only pay one Benefit on death. Further, where there are two Insureds we will pay only one Disablement Benefit or one Involuntary Unemployment Benefit at any one time even where both Insureds suffer the same or a different Policy event.

If a Disablement Benefit or an Involuntary Unemployment Benefit is payable and the Insured (or if there are two Insureds, either Insured) subsequently dies, then we will cease paying the Disablement Benefit or the Involuntary Unemployment Benefit (as applies to the situation) and pay one Life Cover Benefit (subject to the terms and conditions of the Policy).

If the Loan is paid out early whilst you are receiving a Disablement Benefit or an Involuntary Unemployment Benefit, there will be no further Benefits payable after the date the Loan is discharged.

The entitlement to and amount of any Benefit payable under this Policy is subject to various conditions and limitations which are set out in the following sections. If a Policy event happens to an Insured, we will pay the corresponding Benefit. These Benefits are detailed in each Benefit section of this PDS. The conditions of your insurance are effective from the Commencement Date of the Policy.

Benefits

MLC Personal LoanCover provides the following types of insurance which are subject to the Exclusions set out on pages 4 and 5.

The maximum term of the MLC Personal LoanCover Policy is 7 years from the Commencement Date (as shown in the Policy Schedule) or until you have fulfilled your obligations under the Loan Agreement.

Life Cover

If you die whilst the Policy is in force, we will pay the Sum Insured to your Loan Account subject to a maximum lump sum amount of $80,000.

However, any Death Benefit will not include:

- the repayment of arrears in Loan Repayments (including interest) exceeding two months;
- any accrued interest exceeding two months; and
- any portion of the Loan balance due to economic costs (as defined in your Loan Agreement if applicable), penalty interest and statutory charges on the Loan.

Disablement Cover

If you are continuously Disabled for at least 30 days whilst the Policy is in force, we will pay the lesser of the monthly Loan Repayment or $5,000 per month to your Loan Account whilst you are Disabled after the first 30 days of Disablement.

Disablement

The definition of Disablement varies according to your employment status:

(a) If you are gainfully employed for at least 15 hours per week and have been so employed on a continuous basis for 6 months or more immediately prior to the date of your Disablement, then you will be assessed under the gainfully employed definition of Disablement. This means that you are considered to be Disabled if, as a result of accidental bodily injury, sickness or disease, you are unable to continuously and totally carry out all the normal duties of your usual occupation.

(b) If you are unemployed or not gainfully employed for at least 15 hours per week, or have not been so employed on a continuous basis for 6 months or more immediately prior to the date of your Disablement, then you will be assessed under the activities of daily living definition of Disablement, which means you are considered to be Disabled if, as a result of accidental bodily injury, sickness or disease, you:

i) 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

ii) 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.

It is important to understand that if you have not been gainfully employed for at least 15 hours per week or have not been so employed on a continuous basis for 6 months or more immediately prior to the date you become Disabled, you will be assessed under the activities of daily living definition.

Benefits will only be paid for Disablement resulting from accidental bodily injury, sickness or disease and which is certified by a Registered Medical Practitioner and confirmed by MLC's medical adviser, and while you are not engaged in any occupation or pursuit for earnings, payment or profit.

Disablement Benefit Period

Benefits will continue to be paid until the earliest of:

- the balance due under the Loan Agreement is repaid; or
- the Policy Anniversary following the 65th birthday of the Insured under the Policy; or
- you are no longer Disabled; or
- your death.

However, if you are located outside Australia, the Benefits for Disablement are only payable for a maximum period of 6 months. The Benefit may be reinstated if you return to Australia and are still Disabled.

Disablement Benefit Period for Critical Illness

If you suffer a defined Critical Illness whilst the Policy is in force, we will pay the Disablement Benefit, up to the lesser of the monthly Loan Repayment amount or $5,000 per month, on a monthly basis for a period of 24 months or until the balance due under the Loan Agreement is repaid, whichever occurs earliest.

Critical Illnesses covered (as defined on page 11) are as follows:

- Heart attack
- Coronary artery bypass surgery
- Stroke
- Cancer
- Paralysis
- Chronic kidney failure
- Major organ transplant

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If you meet the Disablement definition at the end of the 24-month period, we will continue to pay the monthly Loan Repayments until the earliest of:

- the balance due under the Loan Agreement is repaid; or
- the Policy Anniversary following the 65th birthday of the Insured under the Policy; or
- you are no longer Disabled; or
- your death.

Involuntary Unemployment Cover

If you are gainfully employed in the one occupation for at least 15 hours per week and have been so employed on a continuous basis for 6 months or more immediately prior to becoming Involuntarily Unemployed whilst this Policy is in force, we will pay to your Loan Account the lesser of the monthly Loan Repayment or $5,000 per month, whilst you are Involuntarily Unemployed. The Benefit for Involuntary Unemployment will commence after the first 30 days of your Involuntary Unemployment and be paid up to a maximum period of 4 months.

The following limits also apply to Involuntary Unemployment Cover:

- one claim per calendar year; and
- a total of 3 claims per Insured per Policy.

Involuntary Unemployment

For the purpose of the Policy Involuntary Unemployment means a period during which you are not working and are actively seeking employment, and are registered with Centrelink or any other government-approved job placement agency as a job seeker, commencing on the date of registration and continuing during such period as you are not engaged in any occupation or pursuit for earnings, payment or profit, where becoming unemployed was as a result of:

- the termination of your gainful employment by your employer; or
- being made redundant from your gainful employment by your employer; or
- if you are Self-employed or a partner in a business partnership, the business ceasing trading permanently 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 are 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 are forced out of the partnership) and you cease to work with that business.

It is important to note that you are not covered unless you were working in the one occupation for 15 hours or more a week on a continuous basis for 6 months or more immediately prior to the date of commencement of Involuntary Unemployment.

Benefits will continue to be paid until the earliest of:

- the balance due under the Loan Agreement is repaid; or
- you are no longer Involuntarily Unemployed; or
- we have paid you Benefits for 4 consecutive months; or
- your death.

To be eligible to make a further claim for Involuntary Unemployment, you must have returned to work for at least 15 hours per week, and have been so employed for a continuous period of 6 months or more in the one occupation after an earlier period of Involuntary Unemployment.

Exclusions

We will not pay any Benefits under the Policy for any claim:

- arising from a Pre-existing Condition (refer to the definition of Pre-existing Condition on page 12); or
- which results from or is contributed to by you engaging in any criminal activity; or
- which results from or is contributed to by you being under the influence of or affected by alcohol, narcotics or drugs; or
- arising from war or warlike operations.

The following Exclusion is also applicable to the Life Cover Benefit only.

No Life Cover Benefit is payable if the Insured, whether sane or insane, commits suicide within the first 13 months of the Commencement Date.

The following Exclusions are also applicable to the Disablement and Critical Illness Benefits.

We will not pay the Disablement and Critical Illness Benefits for any claim:

- arising from an intentional self-inflicted injury or illness, whether you are sane or insane; or
- during the first 30 days of each period of Disablement; or
- arising from any sickness or disease or symptoms contracted within the first 30 days of the Commencement Date of the Policy.

The following additional Exclusions and conditions are also applicable to the Disablement Benefit for Critical Illness.

You are not covered for a Critical Illness that first appears, first happens, or is first diagnosed during the first 90 days after the Commencement Date.

A Registered Medical Practitioner and MLC's medical adviser must agree that your condition meets all the terms of our Critical Illness definitions (see page 11). In some cases a condition must progress to a certain point before it meets the criteria in our Critical Illness definitions.

The following Exclusions are also applicable to the Involuntary Unemployment Benefit only.

We will not pay any Involuntary Unemployment Benefit for any claim:

- during the first 30 days of each period of Involuntary Unemployment; or
- arising prior to or within 60 days, or where written or verbal notification of impending unemployment occurs prior to or within 60 days, of the Commencement Date; or
- if your Involuntary Unemployment occurs as a result of a Disability for which a claim has been paid under this Policy; or
- if you are on a fixed-term or short-term contract directly with the employer or through an agency, including if you are a casual worker, and the period you are not working arises or is due to your contract term coming to an end; or
- if you are Employed by your Family immediately or within sixty (60) days before you become Involuntarily Unemployed; or
- resulting from:
  – industrial action;
  – seasonal work coming to an end;
  – completion of a specified time period for which you were employed;
  – unemployment caused by pregnancy, abortion or childbirth;
  – voluntary cessation of employment, including voluntary redundancy, voluntary retirement or retirement including exercising an early retirement option; or
- if you are Self-employed or in a business partnership and your business temporarily ceases trading; or
- if you are in a business partnership and your position as a partner automatically ceases under the relevant partnership agreement or law (for example, you could no longer remain a partner after your age passed the maximum age limit).

Premiums

Actual Premiums charged may vary from that quoted by your NAB banker due to the application of rounding, or if circumstances change between premium quotation and Loan drawdown, such as a change to the term or amount of your Loan.

Premiums are payable annually on the anniversary of the Policy. The amount of Premium will vary according to:

- the Loan amount
- the term of your Loan according to your Loan Agreement
- the monthly Loan Repayment

Where there are two Insureds under a Policy, then the Premium is the sum of the Premium amounts calculated for each Insured.

The Premium is calculated each year, 55 days prior to the Policy Anniversary date, and is based on an estimated balance of the Loan Account on the Policy Anniversary.

If your Loan Account is open at the Policy Anniversary, we will charge a Premium. There is a minimum Premium per policy of $150.00 per annum.

Tables of Premium rates are available on request. Please refer to the 'What if you have questions?' section on page 9 for contact details.

Premiums can only be charged to your Loan Account or deducted from another NAB cheque or savings account.

We may change one or more components of our Premium rates at any time but (except where the change occurs because of a change in government charges or levies):

- we will notify you before we change the Premiums;
- we will only change your Premiums as at the Policy Anniversary date (the date on which we review your Benefits or Premium each year) following any change; and
- we will not single you out for a change of Premiums.

If Premiums are not paid

We will cancel the Policy and your insurance cover will cease if:

(a) a Premium is not paid in full by the date that it is due to be paid; and

(b) at the end of the notice period if a Premium is not paid in full by the date that it is due to be paid and we have provided you with 30 days' notice as required by the applicable laws.

We will deduct any unpaid Premiums from any Benefits payable under the Policy.

Other charges

There is no Policy fee payable.

There is no GST payable on this Premium.

We reserve the right to recover from you the cost of any duty, tax, excise or other charge of the Commonwealth or of any State or Territory Government, as they may apply to the Policy from time to time.

Stamp duty or other government charges or levies are included in the Premium. If the Policy is cancelled the amount of Premium we will refund will be the unexpired portion of your Premium (in accordance with the applicable consumer credit legislation) less any government fees and charges.

Commission

Up to 20% of the first year's insurance premium may be paid to NAB as commission. This commission is included in the Premium and is not an additional amount payable.

When does cover cease?

You may terminate the Policy at any time by notifying your banker or your nearest NAB outlet in writing of your request to cancel the Policy. The Policy will be cancelled from the date the written notice is received and cover will cease at the end of the month of cancellation

The Policy will be cancelled and cover will cease on the earliest of:

- the expiry of the Loan term according to your Loan Agreement; or
- rewrite of the Loan Agreement; or
- the Loan Account has been repaid; or
- the fulfilment of your obligations under the Loan Agreement; or
- the anniversary of the Policy following the 65th birthday of each Insured under the Policy*; or
- payment of a Life Cover Benefit for an Insured under the Policy; or
- your written request to cancel your Policy; or
- the end of the notice period if a Premium is not paid in full by the date that it is due to be paid and we have provided you with 30 days' notice as required by the applicable laws; or
- your making a fraudulent claim.

We will deduct any unpaid Premiums from any Benefits paid under the Policy.

* When there are two Insureds under the Policy:

i) upon the anniversary of the Policy following the 65th birthday of the older insured, cover shall cease for the older insured; and

ii) upon the anniversary of the Policy following the 65th birthday of the younger insured, the Policy ceases.

Can you still renew your Policy if your health changes?

Unless your Policy ceases as the result of the occurrence of one of the events described immediately above, we will renew your Policy (as long as you continue to pay Premiums), even if your health worsens.

Are you covered for pre-existing medical conditions?

No. You are not covered for any injury, illness or symptoms that first occur or appear before the Commencement Date (as shown in the Policy Schedule), or for which you have experienced symptoms or received medical treatment prior to the Commencement Date leading to a diagnosis after the Commencement Date, unless you were not aware of or could not reasonably be expected to be aware of the injury, illness or symptoms.

What are the significant risks?

Incorrect or inadequate product

Whilst insurance benefits generally help reduce economic loss, there is a risk that an insurance product you choose may not be suitable or adequate for your needs and it is possible that you or your family could be financially disadvantaged at claim time. To help prevent this, you should read this PDS carefully.
We also recommend you consult your financial adviser to arrange a thorough assessment of your needs so you choose a type and amount of insurance appropriate to your circumstances.

Future insurability

It is prudent to consider your future insurance needs now because even if you are currently insurable, there is the risk that future changes in your circumstances may affect your insurability.

Information on your Policy

A Policy Document and a Policy Schedule will be provided to you once your application is accepted. Your Policy Document and Policy Schedule will form the basis of your contract with us. You should carefully read these documents to ensure the cover meets your needs.

You should treat your Policy Document and Policy Schedule as you would any other important document, such as your passport. You will need your Policy Document and Policy Schedule to make a claim, so put them in a secure, accessible place. We also suggest that you keep a copy of this PDS with your Policy Document and Policy Schedule.

Applying for MLC Personal LoanCover

How do you arrange your insurance?

You can ask your banker to prepare a recommendation for you based on the financial needs that you identify. To apply for MLC Personal LoanCover, you must fill out an Application Form which is attached to this PDS. You can only take out MLC Personal LoanCover if you are 18-54 years of age.

When does your Policy commence?

We will send you a Policy Document along with a Policy Schedule which confirms the details of cover provided. All the terms and conditions of your insurance are effective from the Commencement Date of the Policy as stated in the Policy Schedule.

Cooling Off Period

If you decide that the Policy does not meet your needs, you can cancel the Policy by notifying your banker or your nearest NAB outlet in writing of your request to cancel the Policy within 14 days after the receipt of the Policy. We will cancel the Policy in accordance with any request notified to us within this time. Where there are two Insureds, the request for cancellation must be signed by both Insureds.

If we cancel the Policy at your request within the 14-day period, we will return all money paid to us under the Policy (other than government fees or charges that apply) to you. We recommend you contact your banker to discuss your personal situation before taking any action.

Your Duty of Disclosure

What you must tell us

Before you enter into a contract of life 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, 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 such a contract of life insurance is extended, varied or reinstated.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of business, ought to know;
- for which your duty of compliance is waived by the insurer.

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 avoid the contract within three years of entering into it. If your non-disclosure is fraudulent, the insurer may avoid the contract at any time.

An insurer who is entitled to avoid a contract of life insurance may, within three years of entering into it, elect not to avoid it but reduce the sum that you have been insured for 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.

Your Duty of Disclosure continues until the contract of life insurance has been accepted by the insurer and a policy is issued. It also applies if the contract is extended or varied.

General Terms and Conditions

The maximum amount of cover available

Maximum covers apply to each type of insurance as follows:

Life Cover	$80,000
Disablement Cover	$5,000 per month
Involuntary Unemployment Cover	$5,000 per month

Cover whilst overseas

Life Cover, the Disablement Cover and the Disablement Benefit for Critical Illness protect you 24 hours a day, anywhere in the world. The Disablement Cover provides a Benefit up to a maximum period of 6 months while you are located outside Australia. The Benefit may be reinstated if you return to Australia and are still Disabled. The Involuntary Unemployment Cover does not apply, and the Involuntary Unemployment Benefit is not payable, while you are located outside Australia.

Changes to Insured on Policy

Where there are two Insureds under the one Policy, MLC is unable to remove only one Insured from a Policy. The Policy must be cancelled for both Insureds. The request must be in writing and sent to us (refer to "What if you have questions?" on page 9 of this PDS) and must be signed by both Insureds.

Once a Policy is established, you are not able to add another life to be Insured to the Policy.

Taxation

The information provided in this PDS is of a general nature only. We recommend that you seek professional advice regarding your own taxation position.
In addition, you can obtain information from the Australian Taxation Office at **www.ato.gov.au**

What if you have questions?

You are welcome to call or write to us at any time about your MLC Personal LoanCover Policy. In most cases you can have the questions answered by:

- contacting your nearest NAB outlet;
- telephoning our Client Service Centre on **13 22 95**;
- writing to us at GPO Box 4397, Melbourne, Vic 3001.

MLC will respond within 20 working days of receipt of your enquiry. If there is anything that may prevent this from happening, we will notify you.

If you would like to make a claim, please refer to 'Making a claim?' on page 10 of this PDS for contact details.

What if you have a complaint?

You are welcome to call the Client Service Centre on 13 22 95.

In most cases we can deal with your complaint over the phone. You can speak with a customer service consultant by phoning our Client Service Centre on 13 22 95 (this is an Australia-wide number).

If we cannot resolve your complaint over the phone, MLC has formal procedures for dealing with complaints and you will need to write to us.

Your correspondence should be addressed to:

The Manager
MLC Complaint Resolution
GPO Box 4341
Melbourne, Vic 3001

Please mark the envelope 'Notice of complaint'.

We will make every effort to resolve your complaint as quickly as possible. If there is anything that may prevent this from happening, we will notify you.

What if I don't get a response to my complaint or I am not satisfied with the decision?

If your complaint has not been resolved within 45 days of lodgement, or if you are dissatisfied with our decision, you may seek assistance from the Financial Industry Complaints Service (FICS). FICS is an independent complaint resolution scheme established to provide free assistance to customers of the financial services industry.

You can contact them at:

Financial Industry Complaints Service Limited
PO Box 579, Collins Street West
Melbourne, Vic 8007
Tel (toll free): 1300 780 808
Fax: (03) 9621 2291

More information about FICS is available at www.fics.asn.au.

Making a claim?

We must be notified of a claim within the time period specified in relation to the types of cover set out in 'Time limits on making a claim' below. Claim forms are available by:

- telephoning our Client Service Centre on 13 22 95; or
- writing to us at GPO Box 4397, Melbourne, Vic 3001.

Claim forms must be completed and returned to us, together with full documentation regarding your claim including supporting evidence. We may ask for any further proof we need to satisfy ourselves that a Benefit is entitled to be paid. We may be unable to pay a claim if the required information is not provided.

All certificates and evidence of your claim required by us are to be provided at your expense unless we specify otherwise.

Time limits on making a claim

Different types of cover may state different time limits for you to make a claim and provide us with the proof we need.

If a type of cover does not state a time limit, you or your legal representative must make your claim and provide the proof we need within 12 months after the occurrence of the events entitling you to a Benefit under this Policy.

If it can be shown that it was impossible for you or your legal representative to meet the time limit, we will still consider a claim provided we receive the information we need as soon as possible.

We will not consider a claim lodged more than one year after the events entitling you or your estate to a payment of a Benefit occurred, or if we have not received the proof we asked for within one year of requesting it. The limit does not apply if you or your legal representative were not legally capable of providing the information during that time.

If you make a fraudulent claim

If a claim made under the Policy is fraudulent, we will cancel the Policy.

If you pay your Loan out early

If you make all the required payments under the Loan Agreement before expiry of the Loan term, we will refund the unexpired portion of your Premium (in accordance with applicable consumer credit legislation) to the account the Premiums were deducted from. Your Policy and the cover under it will then cease.

If the Loan is paid out early whilst you are receiving a Disablement Benefit or an Involuntary Unemployment Benefit, there will be no further Benefits payable after the date the Loan is discharged.

Important Definitions

Benefit

Means either:

- The Sum Insured in the event of death; or
- The monthly Loan Repayment in the event of Disablement or Involuntary Unemployment.

These Benefits are subject to the maximum amounts set out in this PDS.

Commencement Date

Means the date shown in the Policy Schedule provided that in all cases the appropriate Premium has been received by us.

Critical Illness

Means the first occurrence and subsequent diagnosis, by a Registered Medical Practitioner who is an appropriate specialist and confirmed by MLC's medical adviser, or for surgical conditions, when the surgery actually happens, of one or more of the following defined Critical Illnesses:

Cancer

Means the presence of one or more malignant tumours, leukaemia or lymphomas (including Hodgkin's disease). The following cancers are not covered by this policy:

- chronic lymphocytic leukaemia in its early stages (RAI stages 0, 1 or 2);
- prostate cancer which is histologically described as TNM classification T1 or another equivalent or lesser classification;
- carcinoma in situ (including cervical dysplasia CIN1, CIN2, and CIN3), or pre-malignant tumours. Carcinoma in situ of the breast is included where it leads to the removal of the breast by a mastectomy. 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 at least 1.5mm thick or at least Clark Level 3 of invasion;
- hyperkeratosis or basal cell skin carcinoma; and
- squamous cell skin carcinoma unless it has spread to other organs.

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 open heart surgical grafting of a bypass to a coronary artery to overcome narrowing or obstruction. It does not include coronary artery angioplasty, cardiac keyhole surgery, laser or other intra-arterial procedures.

Heart attack

Means the death of part of the heart muscle because of inadequate blood supply. The diagnosis must be based on electrocardiogram changes and either:

- higher levels of cardiac enzyme (CK-MB) than normal; or
- an elevation (other than as a result of cardiac or coronary intervention or angina) of Troponin I in excess of 2.0ug/L (micrograms per litre) or Troponin T in excess of 0.6ug/L.

Major organ transplant

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

- kidney
- lung
- liver
- pancreas
- heart
- bone marrow

Paralysis

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

Stroke

Means the Insured suffers a cerebrovascular event producing neurological sequelae (which lasts at least 24 hours and is likely to persist) and causing at least 25% permanent impairment of whole person function.

Such diagnosis requires evidence of:

- infarction of brain issue;
- intra-cranial or sub-arachnoid haemorrhage; or
- embolisation from an extra-cranial source.

Transient ischaemic attacks, cerebral symptoms due to migraine, cerebral injury resulting from trauma or hypoxia, vascular disease affecting the eye or optic nerve and reversible ischaemic neurological deficits, are excluded.

Employed by your Family

Means 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) a director, majority shareholder or partner of the employer; or

(b) in control of the employer

immediately or within sixty (60) days before you become Involuntarily Unemployed.

Exclusions

Means the circumstances under which no Benefit is payable under the Policy.

Insured (you or yours)

Means the person or persons named in the Application Form, whose lives are insured under this Policy. Each Insured is also a Policy owner.

Immediate Family Member

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

Loan

Means the funds borrowed by the Insured or Insureds, either with or without other persons, from NAB – details of which are included in the Application Form.

Loan Agreement

Means the contract for the Loan, as amended from time to time.

Loan Repayment

Means the monthly repayment payable by the Insured pursuant to the Loan Agreement at the time of Disablement or in the event of Involuntary Unemployment, at the time of written or verbal notification of impending Involuntary Unemployment, for each full month during which the insured suffers Disablement or Involuntary Unemployment. Alternatively, for each day of part of a month during which the insured suffers Disablement or is Involuntarily Unemployed, the amount is calculated at the rate of one-thirtieth of the monthly repayment according to the circumstances in each case. The Loan Repayment includes one-twelfth of the annual Premium payable.

The Loan Repayment will only be adjusted as necessary for changes to the lending interest rate, changes to the annual Premium payable, and where repayments are not monthly.

Loan Account

Means the Personal Loan account maintained with NAB and to which repayments are to be made, as required by the Loan Agreement – details of which are included in the Application Form.

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 this Policy.

Policy Anniversary

Means each anniversary of the commencement date.

Policy Schedule

Means the Policy Schedule issued for the Policy.

Pre-existing Condition

Means any injury, illness or symptom that first occurs or appears before the Commencement Date, or for which you have experienced symptoms or received medical treatment prior to the Commencement Date leading to a diagnosis after the Commencement Date, unless you were not aware of or could not reasonably be expected to be aware of the injury, illness or symptom.

Premium

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 to you by us from time to time.

Registered Medical Practitioner

Means a registered and qualified medical practitioner and includes a specialist medical practitioner who is recognised and qualified to provide a diagnosis as a specialist, who is not the Insured or spouse of, or related to, the Insured.

Rewrite of Loan Agreement

Means the alteration to the terms and conditions of your Loan Agreement.

Self-employed

Means where you are employed by yourself, or 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;

immediately or within sixty (60) days before you became Involuntarily Unemployed.

Sum Insured

Means the net balance due (including accrued credit charges) and payable under the Loan Agreement by the insured at the date of death – together with the amount of any further credit charges owing after that date for a period not exceeding two months.

However:

- we are not liable to pay for any instalment payable under the Loan Agreement which is more than two months in arrears nor the payment of economic costs (as defined in your Loan Agreement, if applicable), penalty interest and statutory charges on the Loan; and
- the Sum Insured is payable only once under this Policy.

We, us, our

Means MLC Limited.

Privacy notification

MLC Limited and its subsidiaries are members of the National Australia Group (Group). The Group includes banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations. This statement is an outline of certain matters relating to the collection and handling of your personal information by Group organisations.

Collecting your personal information

The Group organisation will collect personal information for the purposes of:

- Providing you with a product or service (including assessing your application).
- Managing and administering the product or service.
- Identifying you and protecting against fraud.
- Verifying your authority to act on behalf of a customer.
- Determining whether a beneficiary will be paid a Benefit upon a person's death.
- Letting you know about products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities in which you may be interested.

If you provide us with incomplete or inaccurate personal information, the Group organisation may not be able to process your requests and applications or manage or administer your products or services. It may also not be possible to tell you about other products or services from across the Group that might better serve your financial, e-commerce and lifestyle needs.

Using and disclosing your personal information

Group organisations may disclose your personal information to other organisations:

- Involved in providing, managing or administering the products and services the Group offers, including third party suppliers (e.g. printers, posting services, etc.), other Group organisations, its advisers and loyalty and affinity program partners.
- Who are your financial or legal advisers or representatives and their service providers.
- Involved in maintaining, reviewing and developing the Group's products, business systems, procedures and infrastructure including testing or upgrading the Group's computer systems.
- Involved in a corporate re-organisation or involved in a transfer of all or part of the assets or business of a Group organisation.
- Involved in the payments system including financial institutions, merchants and payment organisations.
- Which are Group organisations which wish to tell you about their products or services that might better serve your financial, e-commerce and lifestyle needs or promotions or other opportunities, and their related service providers, except where you tell the Group not to.
- As required or authorised by law and/or where you have given your consent.

Your personal information may also be used in connection with such purposes. Because the Group operates throughout Australia and overseas, some of these uses and disclosures may occur outside your State and Territory and Australia.

Gaining access to your personal information

Subject to some exceptions allowed by law, you can gain access to your personal information. If access is denied, you will be given reasons for this. In some cases, your request may be dealt with over the telephone. For more information about your personal information and privacy, please call our Client Service Centre on 13 22 95.

MLC COPY

MLC Personal LoanCover Application

Barcode to be placed here

We cannot accept an application on this form after the date the Product Disclosure Statement (PDS) Issue Number 1 is replaced with Issue Number 2. In such an event you will need to complete the Application Form provided with PDS Issue Number 2.

Before you sign the Application Form be aware that you should have been provided with a PDS containing important information in relation to this product. This information will help you to understand the product and to decide whether it is appropriate to your needs

Issued by MLC Limited
ABN 90 000 000 402, AFSL 230694
105-153 Miller Street,
North Sydney NSW 2060
Mailing Address:
GPO Box 4397,
Melbourne Vic 3001
Issue Number 1
Preparation Date: 20 December 2007

Policy Number

Section A
Insured Details

1. Details of First Insured Person

Customer Number	If NAB Group – Employee No.	Date of Birth
		/ /

Title	Surname (Family Name)	Given name(s)

2. Details of Second Insured Person

Customer Number	If NAB Group – Employee No.	Date of Birth
		/ /

Title	Surname (Family Name)	Given name(s)

Section B
Loan Details (to be completed by the banker)

Loan Account Number

The amount of premium payable is calculated based on your loan amount, loan term, monthly repayment amount and premium rate. An indicative first year's premium is disclosed in the LoanCover Insurance Section of the loan calculation schedule. The actual premium payable will be set out in your Policy Schedule.

Section C
Authorisation

For the payment of the Policy Premium once a year on the anniversary date of the Policy, I/we authorise National Australia Bank Limited to debit my/our Loan Account detailed in Section B above, unless I have nominated an alternative account which is detailed below:

Alternative NAB Account

Account name	BSB (Branch) number	Account number

If I/We have nominated an alternative account, I/We authorise National Australia Bank Limited to debit that account for payment of the Policy Premium.

Bank Use Only
Quality Assurance Check:
Following check of Application Form stamp here.

Section D
Marketing Consent

We would like your approval to send you information about other products and services that might be of interest. This is not in any way intended to change the relationship you may have with your banker.

We always seek to better understand and service your financial, e-commerce and lifestyle needs so we can offer you other products and services that aim to meet those needs as well as promotions or other opportunities. This applies to each organisation within the National Australia Group ('Group') including our banking, financing, funds management, financial planning, superannuation, insurance, broking and e-commerce organisations.

To understand these activities we may need to use and disclose your personal information amongst the Group, to your banker (if any) and to service providers (for example posting services).

May we please have your permission? ☐ **Yes** ☐ **No**

If you do not mark any box we will assume that you want to hear about the products and services we have described.
The answer you are giving will not change any specific product or service consent that you have given or will give in the future (for example, for a loyalty program or online direct marketing). You can withdraw your consent at any time by contacting our Client Service Centre on **13 22 95.**

Section E
Declaration by Insured(s)

Read this section carefully before signing.

My decision to apply for MLC Personal LoanCover is based on the Product Disclosure Statement for this product that I have received and my understanding of the information it contains.

I understand and agree that:

(a) I have read the Duty of Disclosure set out on page 8 of the Product Disclosure Statement. I understand that, until MLC Limited accepts this application and issues a Policy, I have a duty to disclose every matter which I know, and which a reasonable person in the circumstances, would disclose in answer to the questions asked in the application.
(b) The answers to the questions in this application are true and complete, and the answers given form the basis of the contract and that any insurance cover shall not be effective until accepted by MLC Limited and the first Premium has been received.
(c) If any of the answers to the application questions are not in my own handwriting, I certify that I have checked them and they are correct.
(d) I authorise and direct any benefit payable under this insurance to be paid to National Australia Bank Limited ('NAB') to be applied to the credit of my/our Loan Account.
(e) I authorise and direct any Premium refund payable under this insurance to be paid to the account the deduction(s) originated from.
(f) I/We will be unable to claim under this Policy in respect of any injury that occurs or sickness or illness, or symptoms contracted prior to the Commencement Date or, for which I/we have experienced symptoms or received medical treatment prior to the Commencement Date leading to a diagnosis after the Commencement Date, unless I/we were not aware of and could not be reasonably expected to have been aware of the condition or symptoms.
(g) I understand that at the time I first become disabled if I am not gainfully employed for at least 15 hours per week for a continuous period of 6 months or more at the time of disablement or if I am unemployed, then I will be assessed under the Activities of Daily Living definition of Disablement.
(h) I understand that I will be unable to claim under Involuntary Unemployment under this Policy if I am not gainfully employed in the one occupation for at least 15 hours per week for a continuous period of 6 months or more immediately prior to becoming Involuntarily Unemployed.

I /We acknowledge that:
(a) a MLC Personal LoanCover Policy does not represent a deposit with, or a liability of, NAB or any of its related bodies corporate (other than a liability of MLC Limited as Insurer); and
(b) Neither NAB, nor any of its related bodies corporate (other than MLC as insurer) guarantees or accepts liability in respect of MLC Personal LoanCover.

Signature of First Life Insured
✘

Date / /

Signature of Second Life Insured
✘

Date / /

Bank Use Only

I have checked the Application Form to ensure that it has been completed in full and signed in the appropriate place(s).

DSS Sale: ☐ Yes ☐ No

Arranging Banker's Name	BU ID	BSB (Branch) number
Signing Banker's Name	BU ID	BSB (Branch) number
Signing Banker's Signature ✘	Business (Retail, Business, Private, etc)	Signing Banker's Employee Number

NAB COPY

MLC Personal LoanCover Application

We cannot accept an application on this form after the date the Product Disclosure Statement (PDS) Issue Number 1 is replaced with Issue Number 2. In such an event you will need to complete the Application Form provided with PDS Issue Number 2.

Before you sign the Application Form be aware that you should have been provided with a PDS containing important information in relation to this product. This information will help you to understand the product and to decide whether it is appropriate to your needs

Issued by MLC Limited
ABN 90 000 000 402, AFSL 230694
105-153 Miller Street,
North Sydney NSW 2060
Mailing Address:
GPO Box 4397,
Melbourne Vic 3001
Issue Number 1
Preparation Date: 20 December 2007

Policy Number

Section A
Insured Details

1. Details of First Insured Person

Customer Number | If NAB Group – Employee No. | Date of Birth / /

Title | Surname (Family Name) | Given name(s)

2. Details of Second Insured Person

Customer Number | If NAB Group – Employee No. | Date of Birth / /

Title | Surname (Family Name) | Given name(s)

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Loan Details (to be completed by the banker)

Loan Account Number

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Account name | BSB (Branch) number | Account number

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Bank Use Only
Quality Assurance Check:
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To understand these activities we may need to use and disclose your personal information amongst the Group, to your banker (if any) and to service providers (for example posting services).

May we please have your permission? ☐ **Yes** ☐ **No**

If you do not mark any box we will assume that you want to hear about the products and services we have described.
The answer you are giving will not change any specific product or service consent that you have given or will give in the future (for example, for a loyalty program or online direct marketing). You can withdraw your consent at any time by contacting our Client Service Centre on **13 22 95.**

Section E
Declaration by Insured(s)

Read this section carefully before signing.

My decision to apply for MLC Personal LoanCover is based on the Product Disclosure Statement for this product that I have received and my understanding of the information it contains.

I understand and agree that:

(a) I have read the Duty of Disclosure set out on page 8 of the Product Disclosure Statement. I understand that, until MLC Limited accepts this application and issues a Policy, I have a duty to disclose every matter which I know, and which a reasonable person in the circumstances, would disclose in answer to the questions asked in the application.
(b) The answers to the questions in this application are true and complete, and the answers given form the basis of the contract and that any insurance cover shall not be effective until accepted by MLC Limited and the first Premium has been received.
(c) If any of the answers to the application questions are not in my own handwriting, I certify that I have checked them and they are correct.
(d) I authorise and direct any benefit payable under this insurance to be paid to National Australia Bank Limited ('NAB') to be applied to the credit of my/our Loan Account.
(e) I authorise and direct any Premium refund payable under this insurance to be paid to the account the deduction(s) originated from.
(f) I/We will be unable to claim under this Policy in respect of any injury that occurs or sickness or illness, or symptoms contracted prior to the Commencement Date or, for which I/we have experienced symptoms or received medical treatment prior to the Commencement Date leading to a diagnosis after the Commencement Date, unless I/we were not aware of and could not be reasonably expected to have been aware of the condition or symptoms.
(g) I understand that at the time I first become disabled if I am not gainfully employed for at least 15 hours per week for a continuous period of 6 months or more at the time of disablement or if I am unemployed, then I will be assessed under the Activities of Daily Living definition of Disablement.
(h) I understand that I will be unable to claim under Involuntary Unemployment under this Policy if I am not gainfully employed in the one occupation for at least 15 hours per week for a continuous period of 6 months or more immediately prior to becoming Involuntarily Unemployed.

I /We acknowledge that:
(a) a MLC Personal LoanCover Policy does not represent a deposit with, or a liability of, NAB or any of its related bodies corporate (other than a liability of MLC Limited as Insurer); and
(b) Neither NAB, nor any of its related bodies corporate (other than MLC as insurer) guarantees or accepts liability in respect of MLC Personal LoanCover.

Signature of First Life Insured ✘ Date / /

Signature of Second Life Insured ✘ Date / /

Bank Use Only

I have checked the Application Form to ensure that it has been completed in full and signed in the appropriate place(s).

DSS Sale: ☐ Yes ☐ No

Arranging Banker's Name	BU ID	BSB (Branch) number
Signing Banker's Name	BU ID	BSB (Branch) number
Signing Banker's Signature ✘	Business (Retail, Business, Private, etc)	Signing Banker's Employee Number

NAB COPY

Important Information about Consumer Credit Insurance

Provided at the request of the Australian Securities and Investment Commission, the Federal Government Agency which has responsibility for supervision of the disclosure requirements relating to financial products in the insurance industry.

Before you buy a Consumer Credit Insurance (CCI) policy, you should:

- Find out what the policy covers and what it does not cover. Carefully read the Table below and ask the seller if you do not understand it;
- Be aware that if you are unable to make your loan repayment due to a medical condition that you knew about at the time you took out the policy, the insurer may not pay your claim; and
- Read the policy carefully to understand when the policy will cover your loan repayment and when it will not.

Some of the important benefit limits on your policy		
Disablement	Maximum number of claims payable: Unlimited.	Benefit limits: MLC Limited will pay National Australia Bank Limited (NAB) your Loan Repayments for the period of Disablement up to a maximum amount of $5,000 per month. The Disablement Benefit starts 30 days after your Disablement commences. For specified Critical Illness conditions (special conditions apply), a payment period of 24 months or until the balance due under the Loan Agreement is repaid, whichever occurs earliest, applies. No benefit is payable for claims arising from sickness or disease occurring within: • 30 days for the Disablement Benefit; and • 90 days for the Disablement Benefit for Critical Illness conditions of the Commencement Date of the Policy.
Involuntary Unemployment	Maximum number of claims payable: A maximum of one claim per calendar year and three claims per insured borrower.	Benefit limits: MLC Limited will pay NAB your Loan Repayments, up to a maximum amount of $5,000 per month, for the period of Involuntary Unemployment up to a maximum of 4 months. Involuntary Unemployment benefits start 30 days after your Involuntary Unemployment commences. No benefit is payable for Involuntary Unemployment arising prior to or within 60 days of the Commencement Date of the Policy.
Death	Maximum number of claims payable: One.	Benefit limits: MLC Limited will pay NAB the balance owing under your Loan Agreement (as defined by the Policy). The maximum amount payable is $80,000. No benefit is payable in the event of suicide within the first 13 months from the Commencement Date of the Policy.
Note: You are not covered for Disablement, Critical Illness conditions or Death arising from any injury that occurs or sickness or illness, or symptom that first occurs or appears before the Commencement Date, or for which you have experienced symptoms or received medical treatment prior to the Commencement Date leading to a diagnosis after the Commencement Date, unless you were not aware of and could not be reasonably expected to have been aware of the condition or symptom.		

Note: The Policy is sold as a package which includes all covers, so it is not possible to purchase these covers separately.

If you decide to buy CCI:

- You must answer all the questions that the insurer asks on the Application Form truthfully and accurately;
- When answering, you have a duty under the law to tell the insurer anything known to you and which a reasonable person in the circumstances would include in answer to the questions;
- It is important that you understand you are answering the questions for yourself and anyone else to whom the questions apply;
- If you do not answer the insurer's questions in this way, the insurer may reduce or refuse to pay a claim or cancel the policy. If you answer the insurer's questions fraudulently, the insurer may refuse to pay a claim and treat the policy as never having commenced; and
- The insurer will use your answers in deciding whether to insure you.

Be aware that you may be able to arrange CCI through a different insurer

After you buy CCI, you will receive a letter confirming you have purchased the policy. If you change your mind, you will then have 14 days to cancel the policy and obtain a full premium refund (other than government fees or charges that apply).

Declaration

I/we understand that I/we cannot be required to buy this insurance. Please confirm by signing here.

Signature of First Life Insured ✘ Date / /

Signature of Second Life Insured ✘ Date / /

Contact details

General contacts

Telephone Call our Client Service Centre on:
13 22 95 (from anywhere in Australia)
Or if outside Australia:
+ 61 3 8634 4200

Postal MLC Personal LoanCover
GPO Box 4397
Melbourne VIC 3001

Website **nab.com.au**

Registered office for MLC Limited is:

Ground Floor, MLC Building
105–153 Miller Street
North Sydney NSW 2060

For advice about your investments or insurance, call your financial adviser.
If you don't currently have a financial adviser and would like one, call the MLC Service Centre on **132 652** and we can arrange for a financial adviser to contact you.