

NOTICE OF FILING AND HEARING

Filing and Hearing Details

Document Lodged: Originating process (Rule 2.2): Federal Court (Corporations) Rules 2000 form 2
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 11/05/2023 3:54:27 PM AEST
Date Accepted for Filing: 11/05/2023 4:36:02 PM AEST
File Number: NSD413/2023
File Title: AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v H C F
LIFE INSURANCE COMPANY PTY LIMITED ACN 001 831 250
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing: To Be Advised
Time and date for hearing: To Be Advised
Place: To Be Advised



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.

Originating process

(rules 2.2 and 15A.3)



No. of 2023

Federal Court of Australia
 District Registry: New South Wales
 Division: General

IN THE MATTER OF H C F LIFE INSURANCE COMPANY PTY LIMITED (ACN 001 831 250)

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

H C F LIFE INSURANCE COMPANY PTY LIMITED (ACN 001 831 250)

Defendant

A. DETAILS OF APPLICATION

This application is made under ss 12GBA, 12GBB, 12GD, 12GNB and 12GND of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**) and ss 21 and 23 of the *Federal Court of Australia Act 1976* (Cth) (**FCA Act**).

In this Originating Process:

- A reference to the **First Cash Back Class Contracts** is a reference to each contract:
 - a) entered into from 5 April 2021;
 - b) between the defendant and any Non-Party Consumer;
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates one of:
 - i. the First Cash Back PDS;
 - ii. the Second Cash Back PDS; or
 - iii. the Third Cash Back PDS.
- A reference to the **First Cash Back Individual Contracts** is a reference to each contract identified as such in Annexure "A".
- A reference to the **First Cash Back PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled "Cash Back Cover" and dated 1 April 2021.

Filed on behalf of (name & role of party)	Australian Securities and Investments Commission, Plaintiff		
Prepared by (name of person/lawyer)	Tina Beltrame, Litigation Counsel		
Law firm (if applicable)	N/A		
Tel	0402 955 439	Fax	N/A
Email	Tina.Beltrame@asic.gov.au		
Address for service	Level 5, 100 Market Street Sydney NSW 2000		
(include state and postcode)	Tina.Beltrame@asic.gov.au		



- A reference to the **First Income Protect Class Contracts** is a reference to each contract:
 - a) entered into from 1 October 2021;
 - b) between the defendant and any Non-Party Consumer;
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates the First Income Protect PDS.
- A reference to the **First Income Protect Individual Contracts** is a reference to each contract identified as such in Annexure “A”.
- A reference to the **First Income Protect PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Income Protect Insurance” and dated 1 October 2021.
- A reference to the **First Smart Term PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Smart Term Insurance” and dated 1 April 2021.
- A reference to the **Fourth Cash Back PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Cash Back Cover” and dated 25 March 2023.
- A reference to the **Income Assist Class Contracts** is a reference to each contract:
 - a) entered into from 5 April 2021;
 - b) between the defendant and any Non-Party Consumer; and
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates the Income Assist PDS;
- A reference to the **Income Assist Individual Contracts** is a reference to each contract identified as such in Annexure “A”.
- A reference to the **Income Assist PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Income Assist” and dated 1 April 2021.
- A reference to the **Income Assist Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.
- A reference to a **Non-Party Consumer** has the meaning given in s 12BA of the ASIC Act.
- A reference to the **Original Cash Back Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.
- A reference to the **Original Income Protect Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.



- A reference to the **Revised Cash Back Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.
- A reference to the **Revised Income Protect Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.
- A reference to the **Second Cash Back Class Contracts** is a reference to each contract:
 - a) entered into from 25 March 2023;
 - b) between the defendant and any Non-Party Consumer;
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates the Fourth Cash Back PDS.
- A reference to the **Second Cash Back Individual Contracts** is a reference to each contract identified as such in Annexure “A”.
- A reference to the **Second Cash Back PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Cash Back Cover” and dated 1 October 2021.
- A reference to the **Second Income Protect Class Contracts** is a reference to each contract:
 - a) entered into from 25 March 2023;
 - b) between the defendant and any Non-Party Consumer;
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates the Second Income Protect PDS.
- A reference to the **Second Income Protect Individual Contracts** is a reference to each contract identified as such in Annexure “A”.
- A reference to the **Second Income Protect PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Income Protect Insurance” and dated 25 March 2023.
- A reference to the **Second Smart Term PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Smart Term Insurance” and dated 1 October 2021.
- A reference to the **Smart Term Class Contracts** is a reference to each contract:
 - a) entered into from 5 April 2021;
 - b) between the defendant and any Non-Party Consumer; and
 - c) which meets the definition of a consumer contract within the meaning of s 12BF(3) of the ASIC Act; and
 - d) which incorporates one of:
 - i. the First Smart Term PDS; or



ii. the Second Smart Term PDS.

- A reference to the **Smart Term Individual Contracts** is a reference to each contract identified as such in Annexure “A”.
- A reference to the **Smart Term Pre-Existing Condition Term** is a reference to the term identified as such in Annexure “B”.
- A reference to the **Third Cash Back PDS** is a reference to the combined Product Disclosure Statement, Policy Document and Financial Services Guide entitled “Cash Back Cover” and dated 1 September 2022.

On the grounds stated in the Concise Statement filed in these proceedings and served with this Originating Process, the plaintiff claims:

Misleading conduct in relation to financial services

1. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the First and Second Smart Term PDS, giving the First and Second Smart Term PDS to members of the public and entering into the Smart Term Class Contracts with members of the public, in circumstances where the First and Second Smart Term PDS:
 - a. contained the Smart Term Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the *Insurance Contracts Act 1984* (Cth) (**ICA**) or that the Smart Term Pre-Existing Condition Term is partially unenforceable,

the defendant contravened s 12DF(1) of the ASIC Act.
2. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the First, Second and Third Cash Back PDS, giving the First, Second and Third Cash Back PDS to members of the public and entering into the First Cash Back Class Contracts with members of the public, in circumstances where the First, Second and Third Cash Back PDS:
 - a. contained the Original Cash Back Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the ICA or that the Original Cash Back Pre-Existing Condition Term is partially unenforceable,

the defendant contravened s 12DF(1) of the ASIC Act.
3. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the Fourth Cash Back PDS, giving the Fourth Cash Back PDS to members of the public and entering into the Second Cash Back Class Contracts with members of the public, in circumstances where the Fourth Cash Back PDS:



- a. contained the Revised Cash Back Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the ICA or that the Revised Cash Back Pre-Existing Condition Term is partially unenforceable, the defendant contravened s 12DF(1) of the ASIC Act.
4. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the Income Assist PDS, giving the Income Assist PDS to members of the public and entering into the Income Assist Class Contracts with members of the public, in circumstances where the Income Assist PDS:
 - a. contained the Income Assist Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the ICA or that the Income Assist Pre-Existing Condition Term is partially unenforceable, the defendant contravened s 12DF(1) of the ASIC Act.
5. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the First Income Protect PDS, giving the First Income Protect PDS to members of the public and entering into the First Income Protect Class Contracts with members of the public, in circumstances where the First Income Protect PDS:
 - a. contained the Original Income Protect Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the ICA or that the Original Income Protect Pre-Existing Condition Term is partially unenforceable, the defendant contravened s 12DF(1) of the ASIC Act.
6. A declaration under s 12GBA of the ASIC Act, or alternatively s 21 of the FCA Act, that by publishing the Second Income Protect PDS, giving the Second Income Protect PDS to members of the public and entering into the Second Income Protect Class Contracts with members of the public, in circumstances where the Second Income Protect PDS:
 - a. contained a Revised Income Protect Pre-Existing Condition Term; and
 - b. did not advert to, or explain, the existence or effect of s 47 of the ICA or that the Revised Income Protect Pre-Existing Condition Term is partially unenforceable, the defendant contravened s 12DF(1) of the ASIC Act.
7. An order under s 12GBB of the ASIC Act that the defendant pay the Commonwealth a pecuniary penalty or pecuniary penalties in an amount or amounts to be fixed by the Court in respect of each contravention of s 12DF(1) of the ASIC Act.



Unfair Terms in Individual Contracts

8. A declaration under s 12GND of the ASIC Act that the:
- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Individual Contracts;
 - b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Individual Contracts;
 - c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Individual Contracts;
 - d. Income Assist Pre-Existing Condition Term in each of the Income Assist Individual Contracts;
 - e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Individual Contracts; and
 - f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Individual Contracts,

are each an unfair term within the meaning of s 12BG(1) of the ASIC Act.

9. A declaration under s 21 of the FCA Act, or alternatively ss 12GNB and 12GNC of the ASIC Act, that the:
- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Individual Contracts;
 - b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Individual Contracts;
 - c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Individual Contracts;
 - d. Income Assist Pre-Existing Condition Term in each of the Income Assist Individual Contracts;
 - e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Individual Contracts; and
 - f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Individual Contracts,

is void ab initio by operation of s 12BF(1) of the ASIC Act.



10. An order under s 12GD of the ASIC Act restraining the defendant, whether by itself, its servants, agents or otherwise, from applying or relying on or enforcing the:
- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Individual Contracts;
 - b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Individual Contracts;
 - c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Individual Contracts;
 - d. Income Assist Pre-Existing Condition Term in each of the Income Assist Individual Contracts;
 - e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Individual Contracts; and
 - f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Individual Contracts.
11. A declaration under s 21 of the FCA Act that each of the:
- a. Smart Term Individual Contracts;
 - b. First and Second Cash Back Individual Contracts;
 - c. Income Assist Individual Contracts; and
 - d. First and Second Income Protect Individual Contracts,
- otherwise continues to bind the parties to it.

Declared and Unfair Terms in Class Contracts

12. An order under s 12GNB of the ASIC Act declaring that the:
- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Class Contracts;
 - b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Class Contracts;
 - c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Class Contracts;
 - d. Income Assist Pre-Existing Condition Term in each of the Income Assist Class Contracts;
 - e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Class Contracts; and



- f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Class Contracts,

is void ab initio.

13. Alternatively, a declaration under s 12GND of the ASIC Act, or alternatively s 21 of the FCA Act, that the:

- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Class Contracts;
- b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Class Contracts;
- c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Class Contracts;
- d. Income Assist Pre-Existing Condition Term in each of the Income Assist Class Contracts;
- e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Class Contracts; and
- f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Class Contracts,

is unfair within the meaning of s 12BG(1) of the ASIC Act and is void ab initio by operation of s 12BF(1) of the Act.

14. An order under s 12GNB of the ASIC Act, or alternatively s 23 of the FCA Act, directing the defendant, at its own expense, within 30 days, to reassess any claim made by a Non-Party Consumer which the defendant reduced or refused to pay in reliance upon the:

- a. Smart Term Pre-Existing Condition Term in a Smart Term Class Contract;
- b. Original Cash Back Pre-Existing Condition Term in a First Cash Back Class Contract;
- c. Revised Cash Back Pre-Existing Condition Term in a Second Cash Back Class Contract;
- d. Income Assist Pre-Existing Condition Term in an Income Assist Class Contract;
- e. Original Income Protect Pre-Existing Condition Term in a First Income Protect Class Contract; and
- f. Revised Income Protect Pre-Existing Condition Term in a Second Income Protect Class Contract.



15. An order under s 12GD of the ASIC Act, or alternatively s 23 of the FCA Act, restraining the defendant, whether by itself, its servants, agents or otherwise, from applying or relying on or enforcing the:
- a. Smart Term Pre-Existing Condition Term in each of the Smart Term Class Contracts;
 - b. Original Cash Back Pre-Existing Condition Term in each of the First Cash Back Class Contracts;
 - c. Revised Cash Back Pre-Existing Condition Term in each of the Second Cash Back Class Contracts;
 - d. Income Assist Pre-Existing Condition Term in each of the Income Assist Class Contracts;
 - e. Original Income Protect Pre-Existing Condition Term in each of the First Income Protect Class Contracts; and
 - f. Revised Income Protect Pre-Existing Condition Term in each of the Second Income Protect Class Contracts.

Other orders

16. An order under s 12GNB of the ASIC Act, or alternatively s 23 of the FCA Act, that the defendant, at its own expense, is, within 14 days of the date of this order, to publish in a prominent place on the home page of the defendant's website (being <https://www.hcf.com.au>) a corrective notice in such terms as are ordered by the Court.
17. An order under s 12GNB of the ASIC Act, or alternatively s 23 of the FCA Act, that the defendant, at its own expense, within 14 days of the date of this order, provide a corrective notice in such terms as are ordered by the Court to each Non-Party Consumer.
18. Such further or other orders as the Court considers appropriate.
19. Costs.



Date: 11 May 2023

A handwritten signature in blue ink, appearing to be 'Tina Beltrame', written over a horizontal line.

Signature of Tina Beltrame
Plaintiff's legal practitioner

This application will be heard by the Federal Court of Australia at
on .

B. NOTICE TO DEFENDANT(S) (IF ANY)

TO: H C F Life Insurance Company Pty Limited, 403 George Street, Sydney NSW 2000

If you or your legal practitioner do not appear before the Court at the time shown above, the application may be dealt with, and an order made, in your absence. As soon after that time as the business of the Court will allow, any of the following may happen:

- (a) the application may be heard and final relief given;
- (b) directions may be given for the future conduct of the proceeding;
- (c) any interlocutory application may be heard.

Before appearing before the Court, you must file a notice of appearance, in the prescribed form, in the Registry and serve a copy of it on the plaintiff.

Note Unless the Court otherwise orders, a defendant that is a corporation must be represented at a hearing by a legal practitioner. It may be represented at a hearing by a director of the corporation only if the Court grants leave.

C. APPLICATION FOR WINDING UP ON GROUND OF INSOLVENCY

N/A

D. FILING

Date of filing:

.....
Signed by an officer acting with the authority
of the District Registrar

This originating process is filed by Tina Beltrame for the plaintiff.



E. SERVICE

The plaintiff's address for service is Level 5, 100 Market Street, Sydney NSW 2000.

It is intended to serve a copy of this originating process on each defendant.

ANNEXURE "A"

Income Assist Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
1.	Income Assist PDS (UCT.1013.0001.0411)	UCT.1013.0001.0406	2 July 2021	2 July 2021
2.	Income Assist PDS (UCT.1013.0001.0411)	UCT.1013.0001.0396	2 July 2021	2 July 2021
3.	Income Assist PDS (UCT.1013.0001.0411)	UCT.1013.0001.0441	4 August 2021	4 August 2021

First Income Protect Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
4.	First Income Protect PDS (UCT.1003.0001.0068)	UCT.1004.0001.1267	2 May 2022	2 May 2022
5.	First Income Protect PDS (UCT.1003.0001.0068)	UCT.1004.0001.1292	1 June 2022	1 June 2022
6.	First Income Protect PDS (UCT.1003.0001.0068)	UCT.1004.0001.1296	1 June 2022	1 June 2022

Second Income Protect Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
7.	Second Income Protect PDS (UCT.1013.0001.0867)	UCT.1013.0001.0916	1 April 2023	1 April 2023
8.	Second Income Protect PDS (UCT.1013.0001.0867)	UCT.1013.0001.0902	3 April 2023	3 April 2023
9.	Second Income Protect PDS (UCT.1013.0001.0867)	UCT.1013.0001.0876	1 April 2023	1 April 2023

Smart Term Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
10.	First Smart Term PDS (UCT.1003.0001.0077)	UCT.1004.0001.1359	3 May 2021	3 May 2021
11.	First Smart Term PDS (UCT.1003.0001.0077)	UCT.1004.0001.1430	1 September 2021	1 September 2021
12.	First Smart Term PDS (UCT.1003.0001.0077)	UCT.1004.0001.1379	4 June 2021	4 June 2021
13.	Second Smart Term PDS (UCT.1003.0001.0084)	UCT.1004.0001.1520	4 January 2022	4 January 2022

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
14.	Second Smart Term PDS (UCT.1003.0001.0084)	UCT.1004.0001.1538	1 February 2022	1 February 2022
15.	Second Smart Term PDS (UCT.1003.0001.0084)	UCT.1004.0001.1477	1 November 2021	1 November 2021

First Cash Back Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
16.	First Cash Back PDS (UCT.1004.0001.0051)	UCT.1004.0001.1335	6 April 2021	6 April 2021
17.	First Cash Back PDS (UCT.1004.0001.0051)	UCT.1004.0001.0047	6 April 2021	6 April 2021
18.	First Cash Back PDS (UCT.1004.0001.0051)	UCT.1004.0001.0079	1 June 2021	1 June 2021
19.	Second Cash Back PDS (UCT.1004.0001.0244)	UCT.1004.0001.0298	29 March 2022	29 March 2022
20.	Second Cash Back PDS (UCT.1004.0001.0244)	UCT.1004.0001.0320	2 May 2022	2 May 2022
21.	Second Cash Back PDS (UCT.1004.0001.0244)	UCT.1004.0001.0162	2 October 2021	2 October 2021

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
22.	Third Cash Back PDS (UCT.1013.0001.0595)	UCT.1013.0001.0602	1 December 2022	1 December 2022
23.	Third Cash Back PDS (UCT.1013.0001.0595)	UCT.1013.0001.0546	1 October 2022	1 October 2022
24.	Third Cash Back PDS (UCT.1013.0001.0595)	UCT.1013.0001.0647	3 January 2023	3 January 2023

Second Cash Back Individual Contracts

No	Combined PDS and Policy Document	Policy Schedule	Policy Document Issued	Cover Commencement Date
25.	Fourth Cash Back PDS (UCT.1012.0001.0247)	UCT.1012.0001.0214	27 March 2023	27 March 2023
26.	Fourth Cash Back PDS (UCT.1012.0001.0247)	UCT.1012.0001.0175	27 March 2023	27 March 2023
27.	Fourth Cash Back PDS (UCT.1012.0001.0247)	UCT.1013.0001.0754	3 April 2023	3 April 2023



ANNEXURE B

PRE-EXISTING CONDITION TERMS

SCHEDULE 1: CASH BACK COVER

Original Cash Back Pre-Existing Condition Term in PDSs dated 1 April 2021, 1 October 2021 and 1 September 2022

Definition:

Pre-existing Condition

means any condition, illness or ailment where the signs or symptoms of which in the opinion of a registered medical practitioner, existed at any time before the Cover Commencement Date, even if a diagnosis had not been made.

Term:

WHAT ISN'T COVERED

No benefit is payable to You if the Insured Person suffers an Impairment which:

...

- occurs as a result of a Pre-existing Condition:

Revised Cash Back Pre-Existing Condition Term in PDS dated 25 March 2023

Definition:

Pre-existing Condition

means any condition, illness or ailment where the signs, symptoms or treatment of which, in the opinion of a registered medical practitioner, existed within 5 years immediately prior to the Cover Commencement Date, even if a diagnosis had not been made.

Term:

WHAT ISN'T COVERED

No benefit is payable to You if the Insured Person suffers an Impairment which:

...

- occurs as a result of a Pre-existing Condition that existed within 5 years immediately prior to the Cover Commencement Date;

HOW A PRE-EXISTING CONDITION WORKS



EXAMPLES OF HOW A PRE-EXISTING CONDITION WORKS

<p>APPROVED EXAMPLE</p> <p>Susan suffered from sciatica. She received treatment and fully recovered and in the opinion of a doctor had no ongoing signs or symptoms in the 5 years before taking out cover. Susan subsequently suffered a recurrence of sciatica 2 years after her Cover Commencement Date which caused her to be Totally Disabled and unable to work for several months.</p> <p>Susan submitted a claim which was approved as she was continuously free of the condition in the 5 years prior to her Cover Commencement Date and all other policy conditions were met.</p>	<p>DECLINED EXAMPLE</p> <p>James suffered from sciatica. He continued to have symptoms or was receiving treatment, in the opinion of a doctor, in the 5 years before taking out cover. James subsequently suffered another recurrence of sciatica 7 years after his Cover Commencement Date which caused him to be Totally Disabled and unable to work for several months.</p> <p>James submitted a claim which was declined due to the Pre-existing Condition policy exclusion as he was not continuously free of the condition in the 5 years prior to his Cover Commencement Date.</p>
<p>DECLINED EXAMPLE</p> <p>Amy suffered from sciatica, in the opinion of a doctor, in the 5 years before taking out cover. Amy subsequently suffered another recurrence of sciatica 4 years after her Cover Commencement Date which caused her to be Totally Disabled and unable to work for several months.</p> <p>Amy submitted a claim which was declined due to the Pre-existing Condition policy exclusion as she was not continuously free of the condition in the 5 years prior to her Cover Commencement Date.</p>	<p>DECLINED EXAMPLE</p> <p>Henry suffered from sciatica 3 years after his Cover Commencement Date which caused him to be Totally Disabled and unable to work for several months. In the opinion of a doctor, Henry suffered signs or symptoms of a medical condition in the 5 years before taking out cover which contributed to the sciatica.</p> <p>Henry submitted a claim which was declined due to the Pre-existing Condition policy exclusion as he was not continuously free of the condition in the 5 years prior to his Cover Commencement Date.</p>

These examples are to demonstrate how a Pre-existing Condition works and the impact a Pre-existing Condition can have on a claim. They do not cover all possible scenarios.



SCHEDULE 2: INCOME ASSIST INSURANCE

Income Assist Pre-Existing Condition Term in PDS dated 1 April 2021

Definition:

Pre-existing Condition

means any condition, illness or ailment where the signs or symptoms of which in the opinion of a registered medical practitioner. Existed at any time before this Policy was entered into, even if a diagnosis had not been made.

Term:

WHAT'S NOT COVERED

No benefit is payable to You if You are Totally Disabled as a result of:

...

- a Pre-existing Condition.



SCHEDULE 3: INCOME PROTECT INSURANCE

Original Income Protect Pre-Existing Condition Term in PDS dated 1 October 2021

Definition:

Pre-existing Condition	means any condition, illness or ailment where the signs or symptoms of which, in the opinion of a registered medical practitioner, existed at any time before this Policy was entered into. This applies even if a diagnosis had not been made.
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Term:

WHAT'S NOT COVERED

No benefit is payable to You if You are Totally Disabled as a result of:

...

- a Pre-existing Condition.

Revised Income Protect Pre-Existing Condition Term in PDS dated 25 March 2023

Definition:

Pre-existing Condition	means any condition, illness or ailment where the signs, symptoms or treatment of which, in the opinion of a registered medical practitioner, existed within 5 years immediately prior to the Cover Commencement Date, even if a diagnosis had not been made.
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Term:

WHAT'S NOT COVERED

No benefit is payable to You if You are Totally Disabled as a result of:

...

- a Pre-existing Condition that existed within 5 years immediately prior to the Cover Commencement Date.

HOW A PRE-EXISTING CONDITION WORKS



EXAMPLES OF HOW A PRE-EXISTING CONDITION WORKS

<p>APPROVED EXAMPLE</p> <p>Susan suffered from sciatica. She received treatment and fully recovered and in the opinion of a doctor had no ongoing signs or symptoms in the 5 years before taking out cover. Susan subsequently suffered a recurrence of sciatica 2 years after her Cover Commencement Date which caused her to be Totally Disabled and unable to work for several months.</p> <p>Susan submitted a claim which was approved as she was continuously free of the condition in the 5 years prior to her Cover Commencement Date and all other policy conditions were met.</p>	<p>DECLINED EXAMPLE</p> <p>James suffered from sciatica. He continued to have symptoms or was receiving treatment, in the opinion of a doctor, in the 5 years before taking out cover. James subsequently suffered another recurrence of sciatica 7 years after his Cover Commencement Date which caused him to be Totally Disabled and unable to work for several months.</p> <p>James submitted a claim which was declined due to the Pre-existing Condition policy exclusion as he was not continuously free of the condition in the 5 years prior to his Cover Commencement Date.</p>
<p>DECLINED EXAMPLE</p> <p>Amy suffered from sciatica, in the opinion of a doctor, in the 5 years before taking out cover. Amy subsequently suffered another recurrence of sciatica 4 years after her Cover Commencement Date which caused her to be Totally Disabled and unable to work for several months.</p> <p>Amy submitted a claim which was declined due to the Pre-existing Condition policy exclusion as she was not continuously free of the condition in the 5 years prior to her Cover Commencement Date.</p>	<p>DECLINED EXAMPLE</p> <p>Henry suffered from sciatica 3 years after his Cover Commencement Date which caused him to be Totally Disabled and unable to work for several months. In the opinion of a doctor, Henry suffered signs or symptoms of a medical condition in the 5 years before taking out cover which contributed to the sciatica.</p> <p>Henry submitted a claim which was declined due to the Pre-existing Condition policy exclusion as he was not continuously free of the condition in the 5 years prior to his Cover Commencement Date.</p>

These examples are to demonstrate how a Pre-existing Condition works and the impact a Pre-existing Condition can have on a claim. They do not cover all possible scenarios.



SCHEDULE 4: SMART TERM

Smart Term Pre-Existing Condition Term in PDSs dated 1 April 2021 and 1 October 2021

Definition:

Pre-existing Condition

means any condition, illness or ailment where the signs or symptoms of which in the opinion of a registered medical practitioner, existed at any time before this Policy was entered into, even if a diagnosis had not been made.

Term:

WHAT ISN'T COVERED

No benefit is payable to You in the case of death or Terminal Illness which occurs directly or indirectly as a result of:

...

- a Pre-existing Condition.