# Your Credit and Identity Guard Insurance

Australia

**Policy Information Booklet** 

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SO Number 14/00325 AH13/008.2 9 October 2023

## Your Credit and Identity Guard Insurance Policy Information Booklet

The Your Credit and Identity Guard Insurance is available to an *insured person* under the *Master Policy* issued to Equifax Pty Ltd ABN 76 609 501 180, and any of its related parties agreed by the *insurer* in writing ("*the policyholder*"), Level 15, 100 Arthur Street, North Sydney, NSW, 2060 by AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686. Level 13, 717 Bourke Street, Docklands VIC 3008 and is at no additional charge to the insured person.

The **policyholder** is not the issuer of the Your Credit and Identity Guard Insurance **Master Policy** or any of its underlying **insurance cover** and neither the **policyholder** nor any of its related corporations guarantee any of the benefits under these covers. These covers are provided at no additional cost to **insured person(s)** and the **policyholder** does not receive any commission or remuneration from AIG for arranging this Your Credit and Identity Guard Insurance. Neither the **policyholder** nor any of its related corporations are Authorised Representatives (under the Financial Services Reform Act 2001) of AIG.

The *policyholder* may terminate the Your Credit and Identity Guard *insurance cover* by providing written notification to *insured person(s)*.

The cover provided under this Your Credit and Identity Guard Insurance is only available when the *eligibility criteria* are met.

**You** are under no obligation to accept the cover under this Policy Information Booklet. However, if **you** wish to make a claim under this cover, **you** will be bound by the Definitions, Terms and Conditions, Exclusions, Limit of Liability and Duties after an Event or Loss set out under this cover. Therefore please read this Policy Information Booklet carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss **you** suffer and proof of **your** eligibility for the covers under this Policy Information Booklet.

## DISCLOSURE TO BE MADE BY THE POLICYHOLDER

This document also constitutes the necessary disclosures required by the *policyholder* as Group Purchasing Bodies under Instrument 2018/751.

Please note that the **policyholder** is not an Australian Financial Services Licensee as provided for under the Corporations Act. **You** (as the purchaser) will need to consider whether **you** should obtain **your** own financial product advice about the coverage from a person who is able to give such advice under an Australian financial services licence.

Pursuant to Instrument 2018/751, the *policyholder* is obliged to promptly notify *you* if it reasonably expects that *your insurance covers* have changed or cancelled. The *policyholder* will provide *you* with notification where:

- the coverage provided to you under the Master Policy terminates. However no notification is required
  if substantially similar coverage applies or will apply for such period (or remainder of such period); or
- the *Master Policy* coverage is to be cancelled in accordance with its provisions or the coverage provided to *you* is, or likely to be, cancelled.

Please note if **you** are not provided with such notification, the **policyholder** shall be liable in terms of its obligations under the **Master Policy** to compensate **you** for any loss or damage **you** may suffer as a result of its failure to notify **you**.

Please also note that *you* are able to verify the current status of *your* coverage and whether the *Master Policy* is still current by contacting AIG as follows:

#### **AIG Australia Limited**

Level 13, 717 Bourke Street, Docklands VIC 3008

Toll Free Contact Number: 1800 633 676

## THE INSURANCE COVER CONDITIONS

#### 1. Eligibility Criteria

1.1 A person is eligible for the "Your Credit and Identity Guard" insurance cover if such person after the inception of the *Master Policy* and within the *policy period*:

(a) is a member of the Your Credit and Identity membership products;

(b) has been declared to **Us** by the **policyholder** as an insured under the **Master Policy**; and

(c)(i) meets the criteria set out in condition 1.2(a) below and has renewed and paid for an annual membership (A**nnual Plan**); or

c(ii) joined and paid for monthly membership for a particular month (Monthly Plan); or

c(iii) remains a monthly member by virtue of the renewal of such Monthly Plan in accordance with condition 2 of the condition headed **Individual Period of Insurance** found in this section.

1.2(a) For certain products, as the Annual Plan has been discontinued on a specific date (the **Discontinued Date**), only persons who purchased an Annual Plan prior to the Discontinued Date are eligible to continue renewing, on an annual basis, their Annual Plan. The individual period of insurance for each annual year renewal will be as set out under condition 2(a) of the condition headed **Individual Period of Insurance** found in this Section.

1.2(b)Members who are eligible to renew their Annual Plan can at any stage cancel their Annual Plan and subscribe to a Monthly Plan and in which case, the Individual Period of Insurance is as set out under condition 2 (b) of the condition headed **Individual Period of Insurance** found in this Section.

1.2 (c) With effect from the Discontinued Date for a particular product new Members can only purchase a Monthly Plan. The individual period of insurance for each Monthly Plan is as set out under condition 2 (b) of the condition headed **Individual Period of Insurance** found in this Section.

#### 2. Individual Period of Insurance

*Insurance cover* in relation to Your Credit and Identity Guard Insurance is provided to any one *insured person* so long as the *insured person* satisfies and continues to satisfy the *eligibility criteria*. In addition, the individual period of insurance for the *insurance cover*:

(a) where an *insured person* has renewed an Annual Plan, is an annual consecutive period of 365 days; or

(b) where a Monthly Plan has been purchased by an *insured person* or where such plan is automatically renewed (see below), is equivalent to the period of the Monthly Plan renewed or taken out by the *insured person*.

The insurance covers set out above will commence from the day immediately after a person has first satisfied the *eligibility criteria* to become an *insured person*.

Unless notified otherwise the Monthly Plan will automatically renew and accordingly the *insurance cover* relating to such Monthly Plan will also automatically renew.

An *insured person* can at any stage terminate the automatic renewal of the Monthly Plan. If a person then elects to take out a new Monthly Plan, no insurance cover will be provided for the months during which the old Monthly Plan was not operative. For the new Monthly Plan and any subsequent renewal of same, the *insurance cover* and individual period of insurance will be in accordance with condition 2(b) above.

- 3. There are some circumstances where cover cannot be provided; these circumstances are set out in this Your Credit and Identity Guard Insurance Policy Information Booklet. Please take special note of the Coverage Exclusions, Coverage Conditions and General Conditions set out in this booklet.
- 4. This Your Credit and Identity Guard Insurance Policy Information Booklet also contains important information about the rights and obligations of *insured persons* including information about Privacy, the General Insurance Code of Practice and Dispute Resolution set out in this booklet.
- 5. The *insurance cover* may be varied by way of endorsement from time to time. Where applicable, information regarding the details and effect of any such endorsement will be provided to the *insured persons*.
- 6. Words with a special meaning are shown in this document in **bold** and *italic* font.

## THE INSURANCE COVER

The *insured persons* are insured during the *individual period of insurance*, as suits the case, on the terms, conditions, exclusions and limitations set out in this Your Credit and Identity Guard Policy Information Booklet and subject to all the terms, conditions and provision of the *Master Policy*, including the *Policy Schedule*.

The *insurance cover* provided is subject to the *insured* paying, or agreeing to pay, the *premium we* require, as set out in the *Master Policy*.

## DEFINITIONS

Accident means sudden, unforeseen, and unexpected event caused by external violent and visible means occurring during the **policy period**.

Accidental Damage and Accidentally Damaged means items that can no longer perform the function for which they were intended, due to broken parts or material or structural failures resulting from an Accident.

#### Business means:

- 1. a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
- 2. any other activity engaged in for money or other compensation.

*Cheques* means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.

*Credit Accounts* means any credit arrangements from a financial institution for personal use, such as credit card account or a car/home/personal loan account.

*Eligible member(s)* means a person who meets the *eligibility criteria* for the *insurance cover*.

*Eligibility Criteria* means the criteria set out in condition 1 of the section of this booklet headed **The Insurance Cover Conditions.** 

*Identity theft* means the unauthorized and/or illegal use of an *insured person's* personal information such as their name or drivers licence to open *credit accounts* and/or bank accounts that they did not authorize.

*Income* means

- (a) as regards to a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (b) as regards to a T.E.C. (i.e. total employee cost) or salary package *insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) as regards to a self-employed *insured person*, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

all derived during the 12 calendar months period immediately preceding the *injury* giving rise to the claim under this Policy.

*Individual Period of Insurance* means the periods determined under condition 2 in the section of this booklet headed **The Insurance Cover Conditions**.

Insurance cover means the insurance cover provided to the insured under the Master Policy.

*Insured/Policyholder* means Equifax Pty Ltd 76 609 501 180 and any of its related parties agreed to by the Insurer in writing.

*Lost* means no longer in *your* possession due to being unintentionally misplaced, with no reasonable prospect of the item being found or returned within a reasonable period.

*Luggage* means *your* suitcases, or other baggage and their contents which belong to *you*, or goods for which *you* are responsible, provided they contain clothing and personal effects *you* take on the *personal trip*, or objects *you* acquire during the *personal trip*.

*Master Policy* means the policy issued by the *insurer* to the *insured* which extends the benefit of the *insurance cover* to *insured persons*.

*Money* means any currency, coins and bank notes in current use and having a face value.

*Natural Catastrophe* means flood, wind storm, lightning, explosion, landslide, volcanic action, earthquake and / or tsunami.

**Personal Trip** means any travel for non **business** activities, such as personal holidays, visiting friends or **relative(s)**, with a distance greater than 100 kilometers from **your residence** and is 31 days or less.

*Personal Papers* means identification documents issued by *your* country or state including but not limited to *your* driver's license and passport.

**Policy Period** means the period shown in the **Master Policy's Policy Schedule** or subsequent Renewal Notice issued by **us**.

**Policy Schedule** means the document issued by **insurer** to the **insured** which extends the benefit of the **insurance cover** to **insured persons**.

**Relative** means **your** legally married spouse, legal civil partner, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter in-law, uncle, aunt, niece, nephew, and first cousin.

Replacement Cost(s) means the current price of a similar item, with similar specifications.

**Residence** means the place in which **you** principally reside the majority of the time and where **you** keep **your** personal belongings.

*Suit* means a civil proceeding seeking monetary damages as a result of *identity theft*, or a criminal proceeding in which *you* or the *insured person* is charged with illegal acts committed by someone else while engaged in the theft of an *insured person's* identity.

*Theft* or *Stolen* means the unlawful taking of property from *your* care and/or custody, without *your* assistance, consent or co-operation.

*Transportation Tickets* means the tickets purchased for bus, subway; taxi, or other type of public or private transportation.

We/Our/Us/ Insurer means AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686.

You/Your/ Insured Person means any person who is an *eligible member* provided that the *insured* has paid or agreed to pay *us* the premium due under the *Master Policy* for such *eligible member*.

## SECTION 1 – IDENTITY GUARD

#### A. Legal Expenses

#### Description Of Cover

We will pay an *insured person* up to \$5,000 for legal and court costs incurred in:

- a. Defending any *suit* brought against an *insured person* by a creditor or collection agency or someone acting on their behalf as a result of the *identity theft*,
- b. Removing any civil or criminal judgment wrongfully entered against an *insured person* as a result of the *identity theft*;
- c. Challenging the accuracy or completeness of any information in an *insured person's* consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of *identity theft*.

#### B. Lost Wages

#### Description Of Cover

We will pay an *insured person* for their loss of *income* attributed to the time taken from work as a result of an *insured person's* efforts to correct their financial records that have been altered due to *identity theft*.

Payment of lost wages includes compensation for whole or partial unpaid workdays. An *insured person* must take these unpaid days within 12 months of making an *identity theft* claim.

The maximum compensation in respect of lost wages is for:

- (a) a Monthly Plan(s), limited to \$1,000, in any twelve-month period irrespective of whether a Monthly Plan(s) was or was not taken out or renewed for each month of such twelve-month period; and
- (b) an Annual Plan limited to \$1,000, during the *period of insurance* specified under condition 2(a) in the Section of this booklet headed **The Insurance Cover Conditions**.

#### C. Obligation to Pay

#### **Description Of Cover**

If any *credit accounts* and or bank accounts were opened in an *insured person's* name without their authorization, *we* will pay an *insured person* up to \$5,000 for their actual loss from the unauthorized account. *We* will pay up to \$5,000 for an *insured person's* legal obligation to pay a creditor when the account was created as part of their *identity theft*.

#### D. Miscellaneous Expenses

#### Description Of Cover

*We* will pay up to \$5,000 in total for the following expenses incurred:

- a. The cost of re-filing applications for *credit accounts* or banking accounts that are rejected solely because the lender received incorrect information as a result of *identity theft*,
- b. The cost of obtaining legal copies of documents related to an *insured person's identity theft*, long distance telephone calls, and certified mail reasonably incurred as a result of an *insured Person's* efforts to report an *identity theft* or to correct their financial and credit records that have been altered as a result of their *identity theft*,
- c. The cost of contesting the accuracy or completeness of any information contained in an *insured person's* credit history as a result of their *identity theft*;
- d. The cost of a maximum of 4 (four) credit reports from a credit reporting body. The credit reports shall be requested when a claim is made.

#### E. Keys and Locks

#### **Description Of Cover**

We will pay up to \$150 for the following expense incurred where an *insured person's* keys are *lost* or *stolen* during the *policy period*:

a. The costs for the replacement of the keys and the locks they operate.

*Our* maximum liability per person under this Section1 Identity Guard *Insurance cover* is \$5,000 for any one event and in respect of:

- (a) a Monthly Plan(s) our maximum liability cannot exceed in aggregate \$15,000 in any twelve-month period irrespective of whether a Monthly Plan(s) was or was not taken out or renewed for each month of such twelve-month period; and
- (b) an Annual Plan our maximum liability cannot exceed in aggregate \$15,000 during the *period of insurance* specified under condition 2(a) in the Section of this booklet headed The Insurance Cover Conditions.

#### Specific Exclusions that apply to Section 1 – Identity Guard

*We* will not pay for any claim which arises directly or indirectly from, or is caused by:

- 1. Monetary losses other than the out-of-pocket expenses related to the resolution of an *insured person's identity theft* outlined in this policy other than under Section 3 Obligation to Pay;
- 2. Requesting credit reports before the discovery of an insured person's identity theft;
- **3.** Taking time from self-employment or workdays that will be paid by an *insured person's* employer in order to correct their financial records that have been altered due to *identity theft;*
- 4. Any expenses submitted more than 12 months from the time the *identity theft* was reported;
- 5. Replacement costs of keys and/or locks of a residence other than your residence;
- 6. Replacement costs of keys and/or locks of motor vehicles that **you** do not own for personal use;
- 7. Losses that arise from an event that does not occur within the *policy period*;
- 8. The cost to replace keys and/or locks to a boat, airplane, motorcycle, recreational vehicles and or campers that *you* own;
- 9. Losses caused by your or your relatives' illegal acts;
- 10. Losses that *you* have intentionally caused;
- 11. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned;
- 12. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority or vandalism of any kind; or
- 13. Losses due to the order of any government, public authority, or customs official.

#### Specific Conditions that apply to Section 1 – Identity Guard

- 1. The fraudulent account must have been opened in an *insured person's* name without their authorisation.
- 2. Any false charge or withdrawal from the unauthorized opened account must be reasonably verified by an *insured person's* financial institution.
- 3. Coverage for false charges is limited to the amount an *insured person* is held liable for by the financial institution or the maximum sum insured whichever is the lesser.
- 4. You and the **insured person** will permit **us** to the extent reasonably necessary to inspect an **insured person's** relevant financial records.
- 5. You and the *insured person* will reasonably cooperate with *us* and help *us* to enforce any legal rights an *insured person* or *we* may have in relation to their *identity theft* this may include an *insured person's* attendance at depositions, hearings and trials, and giving evidence as necessary to resolve their *identity theft*.
- 6. You will only have to pay one deductible per *identity theft* occurrence during the *individual period of insurance*.

#### How to make a Claim under Section 1 – Identity Guard

- 1. Call *us* 1800 633 676 to make a claim as soon as reasonably practicable and preferably within 48 hours, after discovering the *identity theft* to obtain proper forms and instructions;
- 2. File a police report as soon as reasonably practicable of discovering the *identity theft*;
- 3. Notify the *insured person's* bank(s) or credit account issuer(s) of the *identity theft* as soon as reasonably practicable after discovering the *identity theft*;
- Complete and return any claims forms including an authorization for us to obtain records and other information such as credit reports (if applicable) where reasonably practicable within 30 days of the original claim (see 1 above);
- Provide reasonable information to confirm that it was necessary to take time away from an *insured person's* work if they make a claim for lost wages. *We* will ask an *insured person* to submit proof from their employer that they took unpaid days off;
- 6. Send *us* copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
- 7. Take all reasonable and prudent action to prevent additional damage to an *insured person's* identity.

## **SECTION 2 – PERSONAL TRIP EFFECTS**

#### Description Of Cover

During the *personal trip, we* will cover the following:

- 1. The *replacement costs* for *your lost, stolen* or *accidentally damaged luggage*, personal effects and / or *personal papers*;
- 2. Reimbursement for your lost or stolen money and / or cheques;
- 3. The reasonable additional travel and accommodation expenses necessary to obtain a replacement of *your lost* or *stolen* passport while abroad.

*Our* maximum liability per person under Personal Trip Effects *insurance cover* is \$250 for any one event and in respect of:

- (a) a Monthly Plan(s), our maximum liability cannot exceed in aggregate \$750 in any twelve-month period irrespective of whether a Monthly Plan(s) was or was not taken out or renewed for each month of such twelve-month period; and
- (b) an Annual Plan, our maximum liability cannot exceed in aggregate \$750 during the *period of insurance* specified under condition 2(a) in the Section of this booklet headed The Insurance Cover Conditions.

#### Specific Exclusions that apply to Section 2 – Personal Trip Effects

We will not cover losses:

- 1. That do not occur during the *policy period* and a *personal trip*;
- 2. To any type of commercial and administrative documents, transportation tickets, or transport vouchers;
- 3. To prams, buggies, wheelchairs or pedal cycles;
- 4. To spectacles and contact lenses, sunglasses, antiques, digital music, video devices and video files, radios, or other personal listening and recording devices;
- 5. To computer and / or telecommunication equipment of any kind, including any loss to media or data;
- 6. To firearms, jewellery, precious stones and articles made of or containing gold;
- 7. To sports equipment of any kind whilst the equipment is in use;
- 8. To household goods, or other goods, shipped as freight;
- 9. To dentures or bridgework, artificial limbs or hearing aids of any kind;
- 10. To items being transported on the exterior of a vehicle, including but not limited to a roof rack;
- 11. To items that are left unattended in a place to which the general public has access;
- 12. Due to a *natural catastrophe*, atmospheric or climatic conditions, wear and tear, gradual deterioration, water, manufacturing defects or inherent vice or vermin or insects, termites, mould, wet or dry rot, bacteria, rust, cleaning or repairs;
- 13. Due to wear and tear to *luggage* including, but not limited to marring, scratches, scuffs and any process to clean, repair, restore or alter;

- 14. Of *money* and /or *cheque(s)* left in checked-in *luggage*;
- 15. Caused by mechanical failure, electrical failure, software failure, or data failure including, but not limited to any electrical power interruption, surge, brownout or blackout, or telecommunications or satellite systems failure;
- 16. Caused by leakage of powder or liquid carried within personal effects or *luggage*;

#### Specific Conditions that apply to Section 2 – Personal Trip Effects

For a covered *personal trip*, the coverage commences when *you* leave *your* place of *residence* to commence the *personal trip* and will terminate with whichever of the following occurs first: the time of return to *your* place of *residence* on completion of the *personal trip* or the expiration of the policy. In any case the *personal trip* will only be covered for the first 31 days.

In respect of one way *personal trip* only, the coverage will terminate with whichever of the following occurs first: the time *you* arrive at the destination of that *personal trip* or the expiration of the policy.

In any event, coverage will not begin more than twenty four (24) hours prior to *your* booked departure time.

- 2. Luggage, money, and / or personal papers left in an unattended vehicle will be covered as long as the items are in a locked boot or locked glove compartment of a vehicle concealed from view and there is evidence of violent, visible forcible entry.
- 3. If the item cannot reasonably be repaired or replaced, we will pay *you* the reasonable replacement value of the item.
- 4. If the item is part of a pair or set you will only receive compensation for the value of the damaged item unless the articles are unusable individually and / or cannot be replaced individually; the loss, theft or accidental damage of an item that is part of a pair or set will be viewed as one occurrence and the coverage limitation still applies. If we pay to replace a pair or set in the event a part of the pair or set is lost, stolen, or accidentally damaged, we will be entitled to keep the remaining parts of the original pair or set.
- 5. Upon recovery of items that were *lost* or *stolen* or replaced as a result of *accidental damage*, those items will become *our* property and *you* must cooperate in returning those items to *us*.
- 6. In no event will **we** pay more than the **replacement cost** of the covered item.

#### How to make a Claim under Section 2 – Personal Trip Effects

In the event of a covered loss, *you* shall:

- 1. Contact *us* at 1800 633 676 as soon as reasonably practicable of *your* discovery of a covered loss to obtain a claim form and instruction on what to do after a claim;
- 2. File a police report as soon as reasonably practicable of discovering a *theft*;
- 3. Report the incident to all appropriate authority(ies) within 48 hours of discovery of the incident and obtain an official report including claims arising against common carriers and lodging facilities;
- 4. Complete, sign and return the claim form to *us* with the following documents:
  - a) available documents showing the cost of your luggage and personal effects at purchase;
  - b) in the event of a *theft*, an official police report; and

- c) all other relevant documents we may reasonably ask you to provide; and
- 5. Cooperate with *us* in investigating, evaluating and settling a claim.

#### **Confirmation of Transaction for Claims**

Under the law if you are a retail client\* you are entitled to confirmation information (**the Confirmation**) as when AIG Australia Ltd (AIG) accepts or settles a claim made by you under this insurance coverage (**the Transaction**).

AIG has established a facility under which you can send an email to us at claimsadamin@aig.com, requesting the Confirmation of the Transaction. We will aim to provide Confirmation of the Transaction to you as soon as reasonably practicable.

We will assume that you agree to the use of the facility to obtain the Confirmation of the Transaction, unless you advise us at the above email address you do not agree to the use of the facility and that you wish to obtain Confirmation of the Transaction in another way.

\* A retail client means an individual or small business. A small business means:
 (a) a manufacturing entity with 100 employees or fewer; or (b) a non-manufacturing entity employing 20 individuals or less.

## **GENERAL EXCLUSIONS**

- 1. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
- 2. Other than under Section 1.B (Lost Wages), losses that result from or are related to **business** pursuits including **your** work or profession.
- 3. Losses caused by *your* illegal or fraudulent acts.
- 4. Losses that you have intentionally or recklessly caused.
- 5. Losses that result from collusion between *you* and a *relative* where such collusion was for the purposes of lodging a fraudulent claim.
- 6. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, terrorism, riot or the act of any lawfully constituted authority.
- 7. Losses due to the order of any government, public authority, or customer officials.
- 8. Due to or related to a nuclear, biological or chemical event;

#### **Sanctions Exclusion**

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

## **GENERAL CONDITIONS**

#### 1. Assignability

Any rights under the *insurance cover* shall not be assignable without our agreement and prior written consent.

#### 2. Australian Law

The *insurance cover* is governed by the laws of Victoria and any dispute or action in connection therewith shall be conducted and determined in Australia.

#### 3. Cancellation of Master Policy

AIG and the **policyholder** may terminate the **Master Policy** in accordance with its provisions. The **policyholder** will notify all **insured persons** of the date of such termination.

Notwithstanding such termination, **we** will maintain cover for those **insured persons** whose **Individual Period of Insurance** extends beyond the date of termination. In respect of such **insured persons**, their **insurance cover** will cease on the date that their **Individual Period of Insurance** expires.

#### 4. Currency

All amounts shown in this Your Credit and Identity Guard Policy Information Booklet are in Australian currency (AUD). If expenses or losses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australia currency (AUD) will be the rate at the time of incurring the expense or suffering the loss.

#### 5. Effective Date Of Individual Period of Insurance

The insurance of any insured person shall become effective from the day immediately after he/she meets the *eligibility criteria* within the *Policy Period* and will cease after a period of 365 consecutive days.

#### 6. Subrogation

In the event of any payment under this *insurance cover*, *we* shall be subrogated to all the *insured/insured person's* rights of recovery thereof against any person or organisation and the *insured/insured person* shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The *insured/insured person* shall take no action to prejudice such rights.

7. **You** must use all reasonable means to avoid future loss at and after the time of loss.

## THE CODE OF PRACTICE

AIG is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

AIG are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the Code. Their purpose is to drive better Code compliance and helping the insurance industry to improve its service to consumers.

For more information on the Code please visit www.codeofpractice.com.au.

For more information on the Code Governance Committee please visit insurancecode.org.au

## COMPLAINTS AND FEEDBACK

Learning about *your* experiences with *us* and our service partners helps to improve the way *we* do business with *you*. If *you* have feedback, or an issue *you* would like resolved *we* encourage *you* to make contact. Below is information on how to contact *us* and how *we* will work together to resolve any concerns *you* have.

#### How to provide feedback

#### 1. Speak to our Complaints team

Our complaints team can be contacted on 1800 339 669. To get the best out of your call with *us*, please have *your* policy and/or claim number available and any specific information about the issue.

#### 2. Provide your feedback in writing

If *you* would prefer to provide your feedback or complaint in writing *you* can do so by lodging *your* complaint on *our* website, or by writing to:

The Complaints Team AIG Australia Limited Level 13, 717 Bourke Street Docklands VIC 3008

Email: aucomplaints@aig.com

#### What happens if you make a complaint?

If *you* make a complaint, *we* will record your complaint and make sure that *your* concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

*We* will assess your complaint upon receipt. During the complaints process as set out in this notice, *we* will meet the following requirements in respect of *your* complaint.

- Acknowledge *your* complaint within one (1) business day.
- We will tell you who will handle your complaint and their contact details.
- We will, where applicable, keep you informed via your preferred method of communication of the progress of your complaint every ten (10) business days, more frequently or necessary or as agreed by both of us.
- We will treat your complaint respectfully and handle all personal information in accordance with our <u>Privacy Policy</u>.

Within 30 calendar days from the date we receive your complaint, we will provide a response to your complaint

If **we** cannot meet any of the stated time frames, **we** will communicate to **you** the reasons why this has not been possible. **We** will also advise **you** when **you** should expect to receive a response or decision, **your** right to complain to the Australian Financial Complaints Authority (AFCA) if **you** are dissatisfied with such reasons and provide **you** with the contact details for AFCA.

#### What you can do if you are not happy with our response or handling of your complaint

If **you** are not satisfied with **our** response or the handling of **your** complaint, **you** may wish to have the matter reviewed by **our** Internal Dispute Resolution Committee ("Committee").

If **you** wish to have **your** complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of **your** request, please include detailed reasons for requesting the review and the outcome **you** are seeking. This information will assist the Committee in carrying out its assessment and review of **your** complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to **you**.

If **we** are unable to provide a response within 30 calendar days of receipt of the initial complaint, **we** will inform **you** of (i) the time frame for when **your** complaint will be heard by the Committee, (ii) when **you** should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) **your** right to complain to AFCA if **you** are dissatisfied with such reasons; and (v) the contact details for AFCA.

You can take your complaint to AFCA at any time, including:

- if we have been unable to resolve your complaint within 30 calendar days;
- you are dissatisfied with the outcome of your complaint; or
- **you** are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, *your* complaint may be referred back to *us* if it has not gone through *our* complaints process.

AFCA's contact details are:

Australian Financial Complaints Authority (AFCA) GPO Box 3 Melbourne VIC 3001

Website: www.afca.org.au Email: info@afca.org.au Phone: 1800 931 678 (free call)

The use of AFCA does not preclude **you** from subsequently exercising any legal rights which **you** may have if **you** are still unhappy with the outcome. Before doing so however, **we** strongly recommend that **you** obtain independent legal advice.

If *your* complaint does not fall within AFCA's Rules, we will advise *you* to seek independent legal advice or give *you* information about any other external dispute resolution options where available to *you*.

## **PRIVACY NOTICE**

This notice sets out how AIG Australia Limited (AIG) collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals *you* provide information about.

Further information about Our Privacy Policy is available at www.aig.com.au or by contacting Us at australia.privacy.manager@aig.com or on 1300 030 886.

#### How We collect Your personal information

AIG usually collects personal information from *you* or *your* agents. AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third
  parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

#### Why We collect Your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise you of our and other products and services that may interest you.

**You** have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling **your** insurance cover or reducing the level of cover, or declining claims.

#### To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- **you** or **our** agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of **your** Policy;
- banks and financial institutions for Policypayments;
- **you** or **our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of aclaim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. AIG is likely to disclose information to some of these entities located overseas, including in the following Countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, France, Germany, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

#### Access to your personal information

*Our* Privacy Policy contains information about how *you* may access and seek correction of personal

information **we** hold about **you**. In summary, **you** may gain access to **your** personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to *your* personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### Complaints

*Our* Privacy Policy also contains information about how *you* may complain about a breach of the applicable privacy principles and how *we* will deal with such a complaint.

#### Consent

If applicable **Your** application includes a consent that **you** and any other individuals **you** provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## FINANCIAL CLAIMS SCHEME

The protection provided under the Federal Government's Financial Claims Scheme ("the Scheme") applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <a href="https://www.fcs.gov.au">https://www.fcs.gov.au</a>.