

Westpac Bill Cover™

Product Disclosure Statement ('PDS') and Policy Document

Welcome. This document sets out the conditions of your policy. Please contact our Customer Relations Centre on **131 817** if you have any questions on this policy.

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Issued by: Westpac Life Insurance Services Limited ('Westpac Life')
ABN 31 003 149 157, Australian Financial Services
Licence No. 233728, Level 20, Westpac Place, 275 Kent Street,
Sydney NSW 2000

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Section A – about Westpac Bill Cover

1. Why you should read this document.

This document explains how Westpac Bill Cover works and will help you to:

- decide whether this product will meet your needs; and
- compare this product with any other products you may be considering.

You should read this document before making a decision to acquire this product.

The information in this document does not take into account your personal financial situation, objectives or needs. Before acting on any information in this brochure, you should consider whether it is appropriate to your financial situation, objectives or needs.

Updating information in this document.

The information in this document is up to date at the time it was prepared. However, information in this document may change from time to time.

If a change is not materially adverse, we may update this document by making information about the change available on the Westpac website at

westpac.com.au. You can obtain a paper copy of this information on request free of charge.

2. An overview of Westpac Bill Cover insurance.

2.1 What is Westpac Bill Cover?

The primary purpose of Westpac Bill Cover is to provide a monthly benefit if you are unable to work as a result of injury or sickness. We call this being Totally Disabled.

This is not a savings or investment plan.

2.2 Who can take out Westpac Bill Cover?

- Westpac Bill Cover is available to permanent residents of Australia aged 17 to 59 who are employed in Australia and working 15 hours or more a week in paid employment.
- You can only have one Westpac Bill Cover policy in place at any one time.
- You cannot transfer ownership of this policy unless we agree in writing to the transfer.

2.3 Westpac Bill Cover Features.

- Westpac Bill Cover is a basic bill protection product.
- No medical examinations are required.
- Pre-existing medical conditions are not covered under this policy.
- You can choose from 6 levels of monthly cover: \$800, \$1,000, \$1,500, \$2,000, \$2,500 or \$3,000. However, monthly cover of \$2,500 and \$3,000 is subject to financial underwriting.
- You are covered from the moment we accept your application, provided you have given us valid bank card or credit card details acceptable to us so we can process payment of your premium.
- You are covered right up to the Review Date immediately after you turn age 64, as long as premiums have been paid on time, and you do not permanently retire or cease gainful employment for more than 6 months (except where you become Totally Disabled). You cease gainful employment if, for example, you become unemployed or take leave without pay, parental or sabbatical leave. Otherwise, we cannot cancel your policy if there is a change in your health, occupation or pastimes.
- You are covered worldwide, 24 hours a day.

2.4 You and your partner, spouse or friend can save 10% off your premiums for the life of the policy if you apply together.

Premium levels will depend on each insured person's age, occupation, gender, smoking status and benefit level at the time of joining.

2.5 Distribution, Telemarketing Services and your Customer Relationship Manager (CRM).

Westpac Life pays up to 120% of the first year's premium to Westpac Banking Corporation ('Westpac') for the distribution of Westpac Bill Cover. If your first year's premium is \$100, then up to \$120 may be paid. The commission payable to Westpac for distribution is paid out of the premium we receive and is not an additional cost to you.

External telemarketing services are used by Westpac in relation to this product. A CRM employed by an external telemarketing services company may contact you about Westpac Bill Cover. Your CRM may be required to provide you with a Financial Services Guide ('FSG') which explains the remuneration of the CRM and their employer based on the promotion of Westpac Bill Cover and other products and services in more detail.

2.6 Taxation.

- The premiums paid are generally tax deductible and the benefits you receive are generally assessable for tax purposes.
- This is a general statement only and is based on present tax laws and our interpretation of those laws. Your individual situation may differ and you should seek professional advice.

3. Information you must provide – your Duty of Disclosure.

- You may find yourself uninsured if you do not comply with your duty of disclosure. Under the Insurance Contracts Act 1984, you have a duty (before you enter into a contract of life insurance with an insurer) to complete your application honestly and to disclose to Westpac Life everything you know, or could reasonably be expected to know, that is relevant to Westpac Life's decision to insure you and, if so, on what terms. You have the same duty to disclose those matters to the insurer before you extend, vary or reinstate a contract of life insurance.
- You do not need to disclose anything that would reduce Westpac Life's risk, is of common knowledge, that Westpac Life knows or ought reasonably to know in the ordinary course of its business or if Westpac Life tells you that you do not need to disclose it. Please consider your health and lifestyle declaration very carefully. If your health, occupation, Taxable income (for applications for monthly cover of \$2,500 and \$3,000) or pastimes have changed between the time you complete your application (or request for reinstatement) and the time we accept your application and issue you a policy (or reinstate your policy), you must tell us. If you have not already told us, you must do so now. Your answers in the declaration help us to determine whether to provide the insurance, how much to charge for it and whether any special conditions apply.

- If you fail to comply with your duty of disclosure, and Westpac Life would not have insured you on any terms if you had done so, Westpac Life may invalidate your policy or reduce your sum insured within 3 years of the issue date. If your non-disclosure or misrepresentation is fraudulent, Westpac Life may invalidate your policy at any time.

4. How to apply.

- Westpac Bill Cover is available only to Australian residents receiving this document within Australia. Firstly, read all the information provided in this document, as it contains important information you should know about Westpac Bill Cover. If you wish to apply for Westpac Bill Cover, call **1300 550 104** between 8am and 8pm Sydney time, Monday to Friday.
- If your application is accepted, we will send you a policy schedule with the full details of your cover. Please read this carefully when you receive it and attach the policy schedule to this document.

Section B – the Policy

1. Things to read first.

1.1 Keep this booklet safe – it's your contract with us.

You should keep this document in a safe place. You will need it if you make a claim. You may also want to check something. Your insurance contract comprises:

- the policy wording, which is Section B of this document;
- the policy schedule;
- your application or acceptance forms (as applicable); and
- any other document provided in connection with this insurance, which we tell you forms part of your contract.

This policy wording and the policy schedule are evidence of your contract with us, and set out the details of the insurance we provide you. We recommend that you read them carefully. If there is something that you don't understand, please call us on **131 817**.

1.2 When does this policy start?

Cover under this policy starts on the 'Commencement Date' shown in the policy schedule. Each year, we review the premium that you pay. We do this on the anniversary of the Commencement Date. We call this anniversary the 'Review Date'.

1.3 Who is insured and whom do we pay?

In this policy, the policyowner to whom the benefit is paid and the insured person are the same person. We refer to this person as 'you'.

1.4 You have a cooling-off period to decide whether you want to keep this policy.

You have 14 days starting from the earlier of:

- the date you receive your policy document and policy schedule; or
- the end of the 5th business day after the day on which we issue the policy to you,

to decide whether to keep or cancel your policy and receive a refund – this is known as the cooling-off period.

If you want to cancel it within this 14-day cooling-off period, you may write to us at **Westpac Life Insurance Services Limited, GPO Box 524, Sydney NSW 2001** or call **131 817**.

If you decide to cancel your policy within the cooling-off period, we will cancel your policy once we have received your request and will refund any premiums you have paid (except any amounts of tax or duties which we are unable to recover). Please note that you cannot exercise your right of cooling-off if you have made a claim under the policy.

1.5 Westpac Bill Cover is not a savings or investment policy.

This is not a savings or investment policy. It has no surrender or cash value:

- you are not entitled to any payment if you end this policy; and
- you are not entitled to share in any profit or surplus.

1.6 Where we put your money.

We pay your premiums into a statutory fund called the Westpac Life Insurance Services Limited No. 4 Statutory Fund and benefits under

your policy are paid out from this fund. The Life Insurance Act 1995 contains rules designed to protect the money in the fund.

1.7 We will pay only one benefit per insured person.

We issue this policy on the condition that we have not already issued a Westpac Bill Cover policy under which a benefit will be paid if you become Totally Disabled. If another Westpac Bill Cover policy is already in force under which a benefit will be paid if you become Totally Disabled, we will void this policy from inception. We will refund all premiums if we void this policy (except any tax or duties that may apply to your premium that we are unable to recover), and it will be as if this policy never existed.

1.8 No Death Cover.

This policy does not pay a benefit on your death.

2. Definitions.

In this policy, some words and terms have special meanings:

Benefit Period means the benefit period of two years commencing at the end of the Waiting Period, in respect of any one Injury or Sickness (subject to recurrent disability under Section 4).

Commencement Date means the 'Commencement Date' shown in your policy schedule.

Doctor means a person who:

- is a registered medical practitioner in Australia or New Zealand (or is a medical practitioner of another country with qualifications acceptable to us); and
- is not:
 - you; nor
 - your spouse, de-facto partner (including a same sex partner), business partner or any family member.

Hazardous Pursuit means boxing, caving, motor racing, mountain climbing, outdoor rock climbing, potholing, rodeo, or scuba diving.

Injury means an accidental bodily injury that is sustained by you after the later of:

- the Commencement Date while your policy is in force; or
- if your policy is reinstated, the date this policy was last reinstated but before this policy ends.

Insured Monthly Total Disability Benefit is the Insured Monthly Benefit shown in your policy schedule or the latest notice we have provided to you, whichever is later.

Important Duties means the duties of your Usual Occupation which we reasonably consider are essential for you to undertake to be able to work 15 hours or more per week in paid employment.

Mental Disorder means any disorder listed in the most current version of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association (APA) at the start of the period of Total Disability.

Such disorders include, but are not limited to: stress (including post traumatic stress); physical symptoms of a psychiatric illness; mental disorders due to a general medical condition; anxiety; depression; psychoneurotic, psychotic, personality, emotional or behavioural disorders; or disorders related to substance abuse and dependency which includes alcohol, drug or chemical abuse dependency.

If the DSM is discontinued, we will use any manual we believe is an appropriate replacement for the DSM.

Regular Care of a Doctor means you are:

- seeking advice, care and treatment from a Doctor in relation to your Injury or Sickness at such times as is reasonable in the circumstances;

- following the advice, care and treatment of the Doctor; and
- taking all other reasonable measures to avert or minimise the effects of any disabling Injury or Sickness.

Review Date means each anniversary of the Commencement Date.

Sickness means a sickness or disease suffered by you which first becomes apparent after the later of:

- the Commencement Date while your policy is in force; or
- if your policy is reinstated, the date this policy was last reinstated but before this policy ends.

A Sickness is taken to have first become apparent from the earlier of when:

- a Doctor first gave you advice, care or treatment for the Sickness or recommended that you seek advice, care or treatment for the Sickness; or
- you first had symptoms of the Sickness for which a reasonable person in the same circumstances would have sought advice, care or treatment from a Doctor.

Taxable income means the income you have to pay income tax on, that is, assessable income for tax purposes minus all deductions allowed under Division 8 of the Income Tax Assessment Act 1997.

Total Disability and **Totally Disabled** means that, because of Injury or Sickness, you are:

- unable to perform your Usual Occupation; and
- not working; and
- under the Regular Care of a Doctor.

We will consider you to be unable to perform your Usual Occupation if you cannot do one or more of the Important Duties of your Usual Occupation.

Total Disability Benefit means the benefit provided under this policy.

Usual Occupation means the occupation(s) in which you were last engaged before becoming Totally Disabled.

Waiting Period means the 30-day period which must elapse from the commencement of Total Disability before any disability benefit entitlement may accrue.

You must be Totally Disabled on a continuous basis throughout the Waiting Period in order to qualify for a Total Disability Benefit.

If you cease to be Totally Disabled at any time, the Waiting Period stops running and if you again become Totally Disabled, you then must be Totally Disabled on a continuous basis throughout a further 30-day Waiting Period.

3. Total Disability Benefit.

We will pay you the Insured Monthly Total Disability Benefit if you are Totally Disabled after the Waiting Period.

The benefit accrues from the first day of Total Disability after the Waiting Period and is payable monthly in arrears. The benefit will continue to accrue until:

- the end of your Total Disability;
- the time when the aggregate of the period for which a Total Disability Benefit was payable to you is equal to the Benefit Period;
- you return to work; or
- your policy ends under Section 10;

whichever occurs first.

4. Total Disability that recurs.

4.1 Total Disability recurring within 6 months.

The Waiting Period will not apply if:

- you suffer a Total Disability from the same or a related Injury or Sickness;

- this occurs within 6 months after the Total Disability Benefit ceases to be payable; and
- the Total Disability Benefit ceased because you were no longer Totally Disabled.

The successive periods when benefits are payable in relation to the initial Injury or Sickness and any related Injury or Sickness will be added together to determine when the Benefit Period expires.

4.2 Total Disability recurring after 6 months.

A new Waiting Period and a new Benefit Period will apply in relation to an Injury or Sickness if:

- you suffer Total Disability from the same or a related Injury or Sickness 6 months or more after a Total Disability Benefit ceases to be payable; and
- either:
 - the Benefit Period for the previous period of Total Disability had not ended; or
 - you had returned to and performed the full duties of your Usual Occupation for at least 6 consecutive months after the Total Disability Benefit ceased to be payable.

Otherwise, no benefit is payable.

5. We will limit the benefits we pay in some circumstances.

We will not pay a benefit after:

- the Benefit Period expires; or
- this policy ends under Section 10.

If a Sickness or Injury occurs within 3 months of an increase in the Insured Monthly Total Disability Benefit, we will only pay the benefits at the rate applicable before the increase. (This does not include automatic annual increases).

If Total Disability is caused by more than one Injury or Sickness, we will only pay benefits in respect of one Injury or Sickness at any one time.

6. When we will not pay you.

6.1 Exclusions.

We will not pay you a benefit if the Injury or Sickness giving rise to the claim is caused directly or indirectly by:

- a pre-existing medical condition;
- an act of war (whether declared or not);
- attempted suicide or intentional self-inflicted injury (while sane or insane at the time);
- you being under the influence of alcohol or non-prescribed drugs or drugs taken in excess of prescribed amounts;
- normal and uncomplicated pregnancy or childbirth;
- a Mental or functional Disorder (including but not limited to, any form of anxiety, stress, depression, psychosis or neurosis);
- unemployment or redundancy; or
- you participating in any Hazardous Pursuit.

6.2 What happens to this policy if you become unemployed or take leave?

- If you become unemployed for reasons other than Total Disability or take leave without pay, parental or sabbatical leave for more than 6 months, and benefits are not being paid under this policy, your policy will automatically terminate. No further premiums will be due and no benefits will be payable.
- If you are being paid a benefit at this time, we will cancel this policy once your benefit ceases to be payable.
- Unemployment does not include retiring permanently from the workforce.

We may let you reinstate this policy if you return to work. However, we may also ask for more information about your health, occupation, Taxable income (for applications for monthly cover of \$2,500 and \$3,000) or pastimes before we do so. If any of these have changed, we may not let you reinstate this policy.

7. The amounts you have to pay.

7.1 What you have to pay.

The monthly premium that you have to pay is shown in the policy schedule or the latest notice we send you whichever is later.

7.2 Policy fee.

We charge an annual policy fee which equates to \$6.69 per month as at October 2007. The fee will be increased by 3% each year and this increased fee will be applied to your policy on the next Review Date.

7.3 Calculating your premium.

We calculate your premium when your policy begins and at each Review Date. Your premium may change on each Review Date and is calculated on the basis of:

- your age and gender (premiums usually increase with age);
- the amount of the Insured Monthly Total Disability Benefit as at the Review Date, including any automatic annual increases under Section 9;
- your smoker or non-smoker classification;
- the occupation category specified in your policy schedule;
- the relevant scale of premium rates and discount factors at the Review Date; and
- the annual policy fee.

7.4 Changes to your premium rates.

We can change the premium rates and discount factors. However, we can only do this by changing the premium rates and discount factors of all policyowners who have this version of this policy. We usually give you at least 3 months notice before changing the premium rates and discount factors. In the event of war or invasion involving Australia, whether war is declared or not, or if a change occurs to any tax or duties we pay in respect of this policy, we may give immediate notice. We will write to you and tell you if we do this.

7.5 When you will have to pay premiums.

Premiums are payable monthly. You must pay by a monthly direct debit authority with an Australian bank, building society or credit union or by a charge to a credit card acceptable to us, or by any other method that we accept.

7.6 What happens if you don't pay your premiums when they are due?

We will write and tell you if your premiums or any other amounts are overdue. We will give you the time specified in the notice to pay this amount. If we don't receive your payment within that time, we will cancel your policy. We will not pay any benefits if your policy is cancelled. We may let you reinstate this policy within a certain time if you pay all outstanding amounts. We may also ask for more information about your health, pastimes, occupation or income before we do so. If any of these have changed, we may not let you reinstate this policy.

7.7 When you do not have to pay.

We will waive the premium payable for the days that we are paying you a Total Disability Benefit.

8. Making a claim.

8.1 You must make a claim in writing.

To make a claim, you must write and tell us within 30 days of the commencement of Total Disability, or as soon as practicable thereafter. If you do not write and tell us within 90 days of the commencement of Total Disability then a benefit may only be payable to you from the later of the date we receive your letter telling us of your claim and the end of your Waiting Period.

8.2 Claim form.

After we receive your letter telling us of your claim, and at regular intervals thereafter, we will send you a claim form. You and the Doctor(s) providing treatment must complete the claim form, at your own expense, and return it to us within 30 days of you receiving it. The claim form authorises us to obtain more information from another source.

8.3 Supporting Evidence.

In addition to claim forms, we may from time to time require you to provide reports or certificates from the Doctor(s) providing treatment to you about your continuing disability. You must do so at your own expense. We may also require you to undergo medical examinations or tests by a Doctor whom we choose. We will pay the reasonable costs of such examinations or tests. We may also require you to provide evidence of your Taxable income at the time of your policy application, your medical history up to the time of your policy application and evidence that you were working 15 hours per week.

8.4 Proof of age.

We can ask for proof of your age. You must give us that information. If, when you applied for insurance, your age was different to the age we were told it was, we will either (as applicable):

- refund to you any premium you have paid above what you should have paid plus interest; or
- we will reduce your benefit to what it would have been if the premium you paid us was based on your true age.

8.5 Payment of claims.

We will start payment of any benefit (including any amounts that have accrued) after we have accepted liability to pay the claim. We will pay benefits to you monthly in arrears. Should we accept liability to pay a claim, this is not a representation by us that we will continue to accept liability for as long as you are not working. We may cease payment of the benefit at any time where we are of the opinion that you are not Totally Disabled. This right exists irrespective of whether your condition has changed.

8.6 Claims outside Australia.

We will pay a claim in respect of any Injury or Sickness occurring anywhere in the world at any time. However, we will not pay a claim for more than 6 months while you are outside Australia, unless otherwise agreed by us. If you return to Australia, claim payments may recommence if you remain eligible and continue to remain in Australia.

9. Automatic Annual Increase.

9.1 Increasing the amount of the benefit.

We will increase the Insured Monthly Total Disability Benefit amount by 3% on each Review Date unless you write and tell us not to.

9.2 You can decide not to have automatic annual increases.

You can tell us in writing within 30 days of a Review Date not to increase the amount of your Insured Monthly Total Disability Benefit, either for the particular year or for the remaining time of your policy. If for 2 years in a row you tell us not to apply the automatic annual increase, you lose your automatic right to increase your benefit in this way again.

However, if you ask us to, we may restart the automatic annual increase, but we may ask you for more information on your health, pastimes, occupation or income before we do so. If any of these have changed, we may not restart the automatic annual increase.

10. Ending this Policy.

This policy ends on the date that is earliest of the following:

- your death;
- you retire or cease gainful employment (unless you intend to return to gainful employment);
- for any reason other than Total Disability you become unemployed, take leave without pay, parental or sabbatical leave for more than 6 months;
- you ask us to cancel this policy;
- we cancel this policy because you have not paid your premiums;
- the Review Date immediately after your 64th birthday; or

- we cancel the policy as permitted by relevant legislation.

11. General.

11.1 You cannot transfer ownership of this policy without our approval.

You cannot transfer ownership of this policy unless we agree in writing to the transfer.

11.2 Notices.

We will send notices to the last address that you give to us. If you move, you need to tell us your new address. If you fail to advise us of your change of address and we issue notices, we will say that you receive a notice on the date that you would have received it in the ordinary course of the mail at the last address that you gave us if you had still been there.

11.3 Relevant law.

This policy is governed by the laws of New South Wales.

11.4 Currency.

All dollar amounts are referred to in Australian currency. All claims will be paid in Australian dollars.

11.5 Tax.

- We will deduct from any benefit paid under this policy any tax, duties or levies we are required by law to deduct.
- We may require you to pay any taxes, duties or levies which relate to this policy. If the level of tax, duties or levies is varied or if additional tax, duties or levies are imposed, we may require you to pay this additional amount.
- We may cancel this policy if these amounts are not paid.

11.6 Changes to your policy.

We may agree with you to change the level of benefits of this policy. We will send you a written confirmation of the change. Any notice or endorsement we send you forms part of this policy or policy schedule.

Section C – other information

1. Enquiries and complaints.

If you have an enquiry or complaint, please call our Customer Relations Centre on **131 817** or address it in writing to: **Westpac Bill Cover Customer Relations Centre, Westpac Life Insurance Services Limited, GPO Box 524, Sydney, NSW 2001**. Where you have a complaint, we will endeavour to deal with it as soon as possible and within 45 days. If we do not deal with your complaint to your satisfaction or within 45 days, you may raise the matter directly with the Financial Ombudsman Service (FOS), a free independent body, **GPO Box 3, Melbourne VIC 3001**. Telephone: **1300 780 808**. For more information, see www.fos.org.au

2. Issuer.

Westpac Bill Cover is issued by Westpac Life Insurance Services Limited ABN 31 003 149 157 ('Westpac Life'), Level 20, Westpac Place, 275 Kent Street, Sydney NSW 2000, who is also the issuer of this document. These policies are distributed by Westpac Banking Corporation ABN 33 007 457 141 ('Bank'). They are not deposits or other liabilities of the Bank or member companies of the Westpac Group.* Neither the Bank nor any other member of the Westpac Group (apart from Westpac Life) guarantees the insurance.

3. Privacy.

3.1 We respect your privacy.

If you do not wish to receive any further marketing communication from any member of the Westpac Group about products and services, please: call us on **132 032**, write to us at GPO Box 3433, Sydney, NSW 2001 or call into any Westpac branch.

3.2 Protecting your privacy.

We are committed to protecting and maintaining the privacy, accuracy and security of your personal information. Australian privacy legislation gives individuals protection relating to the collection and use of their personal information. Westpac Life Insurance Services Limited ABN 31 003 149 157 ('Westpac Life') and any other member of the Westpac Group* ('the Parties') may exchange with each other any information about you, including:

- any information provided by you in the application for insurance.
- any other personal information you provide to any of them or which they otherwise lawfully obtain about you.
- 'your health information' which includes information or an opinion about:
 - your health or disability; and
 - any health service which has been or will be provided to you.

*The Westpac Group means Westpac Banking Corporation and its related bodies corporate which include Westpac Life Insurance Services Limited.

Westpac Life may collect your health information from your medical practitioner for the purpose of assessing the application for insurance. If so, Westpac Life will ask you to provide your written consent for the release of your health information.

If Westpac Life engages anyone (a 'Service Provider') to do something on its behalf (e.g. a call centre, mailing house or data processor), Westpac Life and the Service Provider may exchange with each other any information referred to above. Westpac Life might give any information referred to above to entities where it is required or allowed by law or where you have otherwise consented. You agree that any information referred to above will be used by the Parties and any Service Provider for assessing the application for insurance and, if the application is accepted, to issue the policy and for administration of the policy, planning, product development and research purposes.

You can access most personal information that members of the Westpac Group hold about you. (Sometimes there will be a reason why that is not possible, in which case you will be told why). To find out what sort of personal information members of the Westpac Group have about you, or to make a request for access, please telephone **131 817**. If you fail to provide any information requested in the application form, Westpac Life may not accept your application.

