

# **Identity Guard Insurance**

**Australia**

**Policy Information Booklet**

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# Identity Guard Insurance Policy Information Booklet

The Identity Guard Insurance is available to an **insured person** under the **Master Policy** issued to Equifax Pty Ltd ABN 76 609 501 180, Secure Sentinel Australia Pty Ltd ABN 53 054 235 157 and Equifax Australia Information Services and Solutions Pty Ltd ABN 26 000 602 862 as an endorsed party, and any other of its related parties agreed by the **insurer** in writing (each "**the policyholder**"), each of Level 15, 100 Arthur Street, North Sydney, NSW, 2060 by AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686. Level 12, 717 Bourke Street, Docklands VIC 3008

The **policyholder** is not the issuer of the 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 to **insured person(s)** as an incident of relevant Secure Sentinel or Your Credit and Identity product offerings and the **policyholder** does not receive any commission or remuneration from AIG for arranging this Identity Guard Insurance. Neither the **policyholder** nor any of its related corporations are Authorised Representatives (under the *Corporations Act 2001* (Cth)) or otherwise agents of AIG.

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

The cover provided under this 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 a group purchasing body under ASIC Instrument 2018/751.

Please note that the **policyholder** is not an Australian financial services licensee as provided for under the *Corporations Act 2001* (Cth). **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 ASIC 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 is likely to be, cancelled.

Please note if **you** are not provided with such notification, the **policyholder** will 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 determine whether the **Master Policy** is still current by contacting AIG as follows:

**AIG Australia Limited**  
Level 12, 717 Bourke Street,  
Docklands VIC 3008  
Freecall Phone: 1800 633 676

## IMPORTANT MATTERS ABOUT THE INSURANCE COVER

Special notice should be taken of the following important points regarding the Insurance Cover.

### 1. Eligibility Criteria

A person is eligible for this Identity Guard insurance cover if he/she is a holder of a Secure Sentinel or Your Credit and Identity membership product who the **policyholder** has declared to **us** to be insured under the **Master Policy**, and who has renewed or joined and has paid for his/her annual membership of that product after the inception of the **Master Policy** and within the **policy period**.

### 2. Individual Period of Insurance

**Insurance cover** under this Identity Guard Insurance is provided to any one **insured person** for a period of 365 consecutive days commencing from the day immediately after he/she has first satisfied the **eligibility criteria** within the **policy period**.

3. There are some circumstances where cover cannot be provided; these circumstances are set out in this Identity Guard Insurance Policy Information Booklet. Please take special note of the Coverage Exclusions, Coverage Conditions and General Conditions set out on pages 11-12.

4. This 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 on pages 13-14.

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 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 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** required, as set out in the **Master Policy**.

## DEFINITIONS

**Accident** means sudden, unforeseen, uncontrollable 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 where a person is a member of a Secure Sentinel or Your Credit and Identity membership product and the **policyholder** has declared to **us** that they are insured under the **Master Policy**; and that person has renewed or joined and has paid for his/her annual membership after the inception of the **Master Policy** and within the **policy period**.

**Identity theft** means the unauthorized and/or illegal use of an **insured person's** personal information such as their name or driver's 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 365 consecutive day period of insurance cover applicable to an **insured person**. The **Individual Period of Insurance** for any one **insured person** will commence immediately from the date he/she has first become an **eligible member** within the **policy period**.

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

**Insured/Policyholder** means each of Equifax Pty Ltd ABN 29 080 662 5680, Secure Sentinel Australia Pty Ltd ABN 53 054 235 157 and Equifax Australia Information Services and Solutions Pty Ltd ABN 26 000 602 862, and any of their related parties agreed by the Insurer in writing.

**Lost** means no longer in **your** possession due to being unintentionally misplaced, with no prospect of the item being returned.

**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 kilometres 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

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#### *Description Of Cover*

**We** will reimburse 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

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#### *Description Of Cover*

**We** will reimburse an **insured person** for their loss of **income** attributed to the time taken from work solely 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 and the maximum compensation for lost wages is \$1,000.

### C. Obligation to Pay

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#### *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

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#### *Description Of Cover*

**We** will reimburse up to \$5,000 for the following expenses:

- 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 an entity approved by **us**. The credit reports shall be requested when a claim is made.

### E. Keys and Locks

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#### *Description Of Cover*

**We** will reimburse up to \$150 for the following expense:

- a. The costs actually incurred for the replacement of keys and locks.

**Our** maximum liability per person under this Section 1 Identity Guard **Insurance cover** is \$5,000 for any one event and cannot exceed an aggregate of \$15,000 in any one **individual period of insurance** (see **Important Matters 2**).

### **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 do 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 that result from, or are related to, business pursuits including **your** work or profession;
10. Losses caused by **your** or **your** relatives' illegal acts;
11. Losses that **you** have intentionally caused;
12. Losses that result from the intentional actions of a relative, or actions that a relative knew of or planned;
13. 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
14. 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 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. **We** will be permitted to inspect an **insured person's** financial records.
5. **You** and the **insured person** will 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** on 1800 633 676 to make a claim within 2 business days of discovering the **identity theft** to obtain proper forms and instructions (the claims line is not a 24 hr claims line: this line is open Monday to Friday 9AM-5PM AEST; outside of those hours, **you** may be redirected to an after-hours claims service where staff are able to take a message for handling by **our** staff the next business day);
2. File a police report within 48 hours of discovering the **identity theft**;
3. Notify the **insured person's** bank(s) or credit account issuer(s) of the **identity theft** within 24 hours of discovering the **identity theft**;
4. Complete and return any claims forms including an authorization for **us** to obtain records and other information such as credit reports (if applicable) within 30 days of the original claim (see 1 above);
5. Provide proof 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, and they must have this information notarized;
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 cannot exceed an aggregate of \$750 in any one **individual period of insurance**.

### **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, pedal cycles or motor vehicles;
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 unless being transported during a **personal trip**;
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

1. 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 a covered common carrier arrives at its destination 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 trunk or locked glove compartment of a vehicle concealed from view and there is evidence of violent, visible forcible entry.
3. **We** will decide whether to have the item repaired or replaced, or to reimburse **you** (cash or credit) up to the amount documented in an original receipt showing the description 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 within 2 business days of **your** discovery of a covered loss to obtain a claim form and instruction on what to do after a claim (the claims line is not a 24 hr claims line: this line is open Monday to Friday 9AM-5PM AEST; outside of those hours, **you** may be redirected to an after-hours claims service where staff are able to take a message for handling by **our** staff the next business day);
2. File a police report within 24 hours 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, within 15 days of making the original claim:
  - a) an original receipt 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 ask **you** to provide; and
5. Cooperate with **us** in investigating, evaluating and settling a claim.

## GENERAL EXCLUSIONS

1. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
2. Losses that result from or are related to **business** pursuits including **your** work or profession.
3. Losses caused by **your** illegal acts.
4. Losses that **you** have intentionally caused.
5. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.
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, ore customers' 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 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. Fraud and Misstatement**  
Any fraud, misstatement or concealment by the **policyholder** and/or an **insured person** either in the application on which this **insurance cover** is based, or in relation to any other matter affecting this **insurance cover**, or in connection with the making of any claim there under, may give **us** certain rights provided for in the *Insurance Contracts Act 1984* (Cth), including the right to reduce or refuse payment of any claim, cancel or avoid the **Master Policy**. For the avoidance of doubt, if an **insured person has** been supplied with or purchased a Secure Sentinel or Your Credit and Identity product following a known data breach which may subsequently give rise to a claim under the **Section 1 Identity Guard** cover, any failure to identify that data breach will not constitute fraud, misstatement or concealment by the **policyholder** or that **insured person**.
- 7. Proof of Loss**  
After **we** receive notice of a claim **we** will provide the **insured person** with **our** usual claim forms for completion. Their claim form must be properly completed and all evidence required by **us** shall be furnished in a timely manner at the expense of the **insured person** and be in such form and of such nature as **we** may require.
- 8. 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.
- 9. Mitigation**  
**You** must use all reasonable means to avoid future loss at and after the time of loss.
- 10. Duties After an Event or Loss**  
**We** have no duty to provide coverage under this **insurance cover** unless there has been full compliance with the duties that are detailed in the coverage section. **You** are required to cooperate with **us** in investigating, evaluation and settling a claim

## 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.

For more information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

## COMPLAINTS AND DISPUTES

### How we will handle *your* complaint

**We** strive to provide an efficient, honest, fair and transparent standard of service at all times. **We** recognise that occasionally mistakes or misunderstandings can happen. If this is the case, **we** realise that **you** will want to let **us** know and may wish to make a complaint.

If **you** make a complaint, **we** will make sure that **your** concerns are addressed as quickly as possible.

### What should *you* do if *you* have a complaint?

**You** can register a complaint by telephoning **us** on 1800 339 669, lodging **your** complaint on **our** website, or by writing to:

The Compliance  
Manager AIG Australia  
Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008

As soon as **we** receive **your** complaint, **we** will take all possible steps to resolve it. **You** will receive a written response to **your** complaint within 15 working days, unless **we** agree a longer timeframe with **you**.

What should **you** do if **you** are not happy with **our** response to **your** complaint?

If **you** are not satisfied with **our** response to **your** complaint, **you** may wish to have the matter reviewed by **our** Internal Dispute Resolution Committee ("**Committee**"). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If **you** wish to have **your** complaint reviewed by this Committee, please telephone or write to the person who has signed the response letter to **your** complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing **your** claim or enquiry. **Your** complaint will then be treated as a dispute. **You** may also make a request for a review by the Committee by contacting:

**The Chairperson IDRC AIG Australia Limited Level  
12, 717 Bourke Street  
Docklands VIC 3008**

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to **you** within 15 working days of the date **you** advise **us** **you** wish to take **your** complaint to the Committee.

If **we** are unable to provide a written response setting out the final decision, **we** will keep **you** informed of progress at least every 10 days.

If **you** are not satisfied with the finding of the Committee, or if **we** have been unable to resolve **your** complaint within 45 calendar days, **you** may be able to take **your** matter to an independent dispute resolution body, the Australian Financial Complaints Authority ("**AFCA**") The external dispute resolution body can make decisions with which **AIG** is obliged to comply. Contact details are:

The Australian Financial Complaints Authority ("**AFCA**") :

Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

Lodging a claim with AFCA does not preclude **you** from subsequently exercising any legal rights which **you** may have if **you** are still unhappy with the outcome.

**We** strongly recommend that **you** obtain independent legal advice prior to exercising any legal rights which **you** may have.

If **your** complaint does not fall within AFCA's terms of reference, **we** will give **you** information about any other external dispute resolution options (if any) that may be available to **you** or advise **you** to seek independent legal advice.

## 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](http://www.aig.com.au) or by contacting Us at [australia.privacy.manager@aig.com](mailto: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 Policy payments;
- **you** or **our** agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- 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 <https://www.fcs.gov.au>.