

Zurich Active Health events & Death cover Target Market Determination

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1. About this document

This document is a Target Market Determination (TMD). It sets out the target market for health events and death cover under the Zurich Active product suite (Health events & Death cover). This TMD also sets out how the product is distributed, review periods and triggers relating to the TMD, and reporting on and monitoring of the TMD. It forms part of Zurich's design and distribution framework and is required under section 994B of the Corporations Act 2001 (Cth).

This TMD has been prepared to give consumers, distributors, and staff an understanding of the target market for Health events & Death cover, based on the objectives, financial situation and needs of the class of consumer comprising the target market.

This document is not a Product Disclosure Statement (PDS) and is not a summary of the features or terms of the product. This document does not take into account any person's individual objectives, financial situation or needs. Persons interested in acquiring this product should carefully read the PDS for Zurich Active before making a decision to apply for this product. The PDS can be found at zurich.com.au/pds. Consumers may want to consider obtaining personal financial advice to ensure the cover they select is tailored to their objectives, financial situation and needs.

Health events & Death cover is an intermediated insurance product that can suit consumers with simple or complex needs, including consumers who either:

- have completed their own research, including having received general advice, know what type of insurance they want and seek help with the application process; or
- want insurance that is tailored to their specific circumstances through a needs analysis and a fact find by a qualified financial adviser.

Consumers who apply for this product are comfortable to provide us with information about their health, financial situation, lifestyle, and pastimes for our assessment and they understand that the outcome of the assessment may be that they are not eligible for cover.

Health events & Death cover can be held in the superannuation environment or outside of the superannuation environment.

2. Product Description

Health events & Death cover is a package of two types of cover. It is designed for consumers with the needs and objectives set out below. It pays:

- a lump sum benefit if the life insured suffers specified health events from the list of 169 covered events. A higher proportion of benefit is paid for more serious events and multiple claims can be made over time, recognising that if the life insured survives a serious health event, financial protection against further health events is an ongoing, long-term need; and
- a lump sum benefit if the life insured dies or an early payment of the death benefit in the case of terminal illness diagnosis, to help the life insured get their financial affairs in order.

This product provides insurance protection only, so that benefits are only payable if an insured event occurs. It is not a savings product and does not accumulate a cash or surrender value.

If Health events & Death cover is held in the superannuation environment, it must also be supplemented with cover outside the superannuation environment. This is because some health events cannot be held in superannuation. Cover will be split across a superannuation and non-superannuation policy.

3. Target Market

Needs and objectives

Health events & Death cover is designed to provide financial protection for personal and business consumers.

<p>For personal consumers</p>	<p>A consumer who has one or more of the following objectives and needs:</p> <ul style="list-style-type: none"> • Has (or envisages that in future they will or may have) outstanding financial commitments that will not be satisfied by any other insurance in the event that they suffer a specified health event. The financial commitments may include (but are not limited to) mortgage and other debt servicing costs, home modifications, mobility aids, and income replacement. • Wants to fund an income gap to maintain lifestyle in the event that their partner must change or leave paid work in order to care for them. • Wants a financial buffer if the life insured suffers a specified health event to reduce financial return-to-work pressure or to help fund extended recovery leave. • Wants a financial buffer if the life insured suffers a specified health event to fund treatments which could result in out-of-pocket medical expenses not covered by Medicare or private health insurance, transport expenses and accommodation costs for short or long periods of time. • Wants to fund a gap in future working capacity. • Has (or envisages that in future they will or may have) and wants to continue providing financial support for the dependants in the event of their death or terminal illness diagnosis. • Has (or envisages that in future they will or may have) outstanding financial commitments that will not be satisfied by an estate and any other insurance, or superannuation benefits, in the event of the life insured's death or terminal illness diagnosis. The financial commitments may include (but are not limited to) mortgage and other debt-servicing costs, income replacement and funeral costs. In the case of a terminal illness diagnosis, they can also include out-of-pocket medical expenses not covered by Medicare or private health insurance, transport expenses and accommodation costs, personal and palliative care.
<p>For consumers who are a business (not for Health events & Death cover held in superannuation)</p>	<p>A business that has one or more of the following objectives and needs:</p> <ul style="list-style-type: none"> • Has (or envisages that in future it will or may have) financial commitments, where the fulfilment of those commitments ensures that the business continues with less financial disruption upon the loss of a key-person due to serious health event or the death of a key-person. • Wants to ensure business succession if a business owner leaves the business due to a serious health event, death, or terminal illness diagnosis.

Target Market Determination for Health events & Death cover

If Health events & Death cover is held in superannuation, the target market is more specifically consumers who also:

- want to obtain Health events & Death cover within the superannuation environment; and
- understand and accept the additional requirement of satisfying a condition of release to receive a benefit amount from superannuation.

When cover may be suitable

Health events & Death cover may be suitable for consumers who:

- meet the eligibility requirements outlined below;
- seek an amount of cover that can be tailored to meet their personal or business needs in the event of the life insured's diagnosis of a health event, death or terminal illness diagnosis;
- are willing to undergo an assessment conducted by Zurich in relation to health and medical history, occupation, pursuits and pastimes to obtain insurance cover, and are willing to accept restrictions, loadings or exclusions determined by Zurich following that assessment; or who have an eligible existing Zurich insurance policy and may wish to replace existing cover with this product without the need for a health or medical assessment;
- are engaged in an occupation or a class of activity for which Zurich provides insurance cover; and
- have capacity to pay premiums on an ongoing basis over the timeframe identified for financial protection.

When cover may be not suitable

Health events & Death cover may not be suitable for consumers who:

- are engaged in an occupation for which Zurich does not provide insurance cover;
- seek automatic insurance cover without health or medical assessment;
- are ineligible for underwritten cover on the basis of medical history, occupational (for example, hazardous occupations), pursuits or pastimes;
- already hold sufficient cover or are otherwise able to meet financial commitments in the event that the life insured suffers a specified health event under Health events & Death cover or dies;
- are unable to fund premiums over the timeframe identified for financial protection; or
- are seeking cover for any benefit which is subject to any of the exclusions outlined below.

Financial capacity

Health events & Death cover is designed for consumers who have the financial capacity to purchase it and to hold it over the timeframe identified for financial protection, i.e. a consumer who has the financial capacity to pay premiums in accordance with the chosen premium structure and government charges. This is important for two reasons:

- the cost of cover will generally increase over time; and
- cover will be cancelled, and the life insured won't be covered, if premiums are not paid.

Appropriate consumers for Health events & Death cover held outside of superannuation will thus meet some or all of the following criteria:

- be earning income
- have personal savings
- have other means to fund premiums and government charges, such as family or other relationships.

Appropriate consumers for Health events & Death cover held in superannuation will thus be able to ensure payment of insurance premiums, which may be funded by personal contributions, spouse contributions, employer contributions or by rollover from another superannuation fund.

4. Product design and key attributes

Product value

Health events cover provides value to consumers because it can help consumers cope financially in the event the life insured suffers a specified health event. There are 169 health events and generally, the more severe the health event, the higher percentage of the amount of cover is payable. The product allows for multiple lump sum payments, which can be used to:

- pay for disability related costs, including treatment and rehabilitation;
- pay for changes to lifestyle, for example, to refit and modify the home as necessitated by the disability;
- pay off some or all of the mortgage or any other debts previously serviced by the life insured's income;
- provide a reserve to use as an income replacement;
- fund treatments which could result in out-of-pocket medical expenses; and
- reduce the financial disruption impact to a business, when used for business purposes.

Death cover provides value to consumers because it provides a benefit in the event of the life insured's death or terminal illness diagnosis, that can be used to clear or reduce debts, assist family with living expenses or achieve family goals, estate planning or business buyouts.

Extra-cost options may be selected to tailor cover to consumers, based on their needs, cash-flow, willingness to self-insure and affordability.

Eligibility requirements

When applying for Health events & Death cover, consumers must satisfy all of the following*:

- are aged between 15 and 65;
- are seeking a sum insured of at least \$100,000;
- are in Australia; and
- have Australian residency or are in the process of applying for permanent Australian residency.

Health events & Death cover provides a lump sum amount if the life insured is diagnosed with a specified health event, dies or is diagnosed with a terminal illness. It assists in meeting financial commitments and the above eligibility criteria provides parameters for consumers for whom Health events & Death cover is likely to be suitable.

Health events & Death cover is subject to our assessment of health, financial information, and pastimes and so:

- consumers in certain occupations may not be eligible for cover or they may be subject to restrictions on the ability to claim under certain definitions payable under the policy;
- consumers with pre-existing health conditions may not be eligible for cover;
- consumers who participate in high risk pastimes may not be eligible for cover; and
- the outcome of the assessment may impact the premiums, the sum insured and the terms of the insurance policy, or cover may be declined.

* Where we issue a new policy for one of the scenarios below, the consumer will still be considered eligible and within the target market:

- replacement of existing cover as a result of a change of ownership; or
- policy reinstatement after cancellation due to non-payment of premium; or
- exercising an option to continue, convert or buy back cover, under the policy terms outlined in the PDS.

Premium structure

The product is suitable for consumers who have capacity to pay premiums on an ongoing basis over the timeframe identified for financial protection.

Stepped premiums generally increase each year based on rates for the consumer's age. Level premiums for the benefit amount at policy outset are based on the age of the consumer when cover begins.

Level premiums are 'averaged out' or smoothed, which means they are generally higher than stepped premiums during the initial years, but lower than stepped premiums in later years. Level premiums may be more cost effective than stepped premiums for a consumer's longer term need for insurance. Level premiums do not stay level for the life of the policy. Level premiums convert to stepped premiums on the policy anniversary when the life insured is 65.

Stepped premiums may be more suitable where there is a preference for lower upfront cost or there is uncertainty as to how long cover will be held. Level premiums may be more suitable where cover is to be held for a duration such that the level premiums are expected to result in lower overall cost than stepped premiums and where the consumer is comfortable with higher upfront costs, particularly in the event of early policy terminations.

Whether stepped or level premiums apply, premium rates aren't guaranteed and can change. Detailed information on understanding premiums, what factors impact them and why they change are available in the PDS.

Key exclusions and limitations

Key exclusions

The following events are not covered under Health events cover:

- intentional self-inflicted act or attempted suicide;
- some events are not covered if they are as a result of drug or alcohol intake;
- blood borne disease events are not covered if a treatment is developed and approved which renders them inactive and non-infectious, or if the life insured elects not to take an approved vaccine;
- some events are not covered in the first 90 days of any cover or any reinstated cover. This also applies to any increases in cover after the cover starts; and
- elective and donor transplant surgery is not covered in the first six months of any cover or any reinstated cover. This also applies to any increases in cover after the cover starts.

The following events are not covered under Death cover:

- death caused by suicide in the first 13 months of any cover or any reinstated cover. This also applies to any increases in cover after the cover starts.

This product may be subject to additional exclusions, based on our assessment of an application.

Key Limitations

- The ability to claim under the occupational impairment definition does not apply to certain high risk occupations and if applicable, ends at the policy anniversary after the life insured's 65th birthday;
- After the policy anniversary following the life insured's 70th birthday, cover is limited to death and terminal illness only;
- A limited claim period applies for the 12 months after any health event claim is paid;
- The claim protector feature, which protects 25% of the initial amount insured for second and subsequent claims for health events, ends at the policy anniversary after the life insured's 65th birthday, and does not apply to claims for death and terminal illness; and
- Where applicable, cover with superannuation optimiser will first be assessed under the superannuation policy.

5. Appropriateness of the product for the target market

The target market is consumers who have or expect to have outstanding financial commitments that will not be met in the event the life insured suffers a specified health event, death or terminal illness diagnosis, and who have capacity to pay premiums on an ongoing basis. As the product pays a lump sum on diagnosis of a specified health event, death or terminal illness diagnosis it is likely to meet the needs, or go towards meeting the needs, of consumers in the target market.

6. Conditions and restrictions on distribution

In light of the obligations under Part 7.8A of the Corporations Act (product design and distribution obligations), an application for Health events & Death cover must be submitted by a Distributor who is operating under an AFSL with appropriate authorisations. The Distributor must be authorised by Zurich to distribute the product as per the terms of the distribution agreement. The Distributor may only submit applications for consumers who:

- have received a current Zurich Active PDS;
- have been given personal or general financial advice; and
- meet the eligibility criteria set out in this TMD.

The Distributor must consider when the cover may be suitable and when the cover may not be suitable as set out in this TMD.

The Distributor should not sell this product to a consumer who is unlikely to ever be eligible to claim the benefits under the policy.

Where the product is distributed under general advice, the Distributor must also have in place, where appropriate, processes relating to general advice scripting, training, monitoring and quality assurance.

These distribution conditions for Health events & Death cover are appropriate and will assist in distribution being directed towards the target market.

Why these distribution conditions and restrictions will make it more likely that the consumers who acquire the product are in the target market

Personal advice

Consumers that obtain personal advice are more likely to be in the target market for Health events & Death cover because financial advisers have a duty to comply with the statutory best interests duty when providing personal advice.

The Distributor is expected to consider any relevant information obtained about the consumer's financial situation, to ensure that Health events & Death cover is sold in accordance with this TMD. Relevant information could include (but is not limited to):

- dependants
- employment and income
- other insurance
- debts.

General advice

Consumers that obtain general advice are more likely to be in the target market providing Distributors follow Zurich's distribution conditions regarding:

- eligibility criteria;
- having considered the suitability of the product; and
- having provided general advice.

In addition, for every application, Zurich's application process will require information covering the key eligibility criteria. If the eligibility criteria is not satisfied, cover will not be provided for those applicants. This will improve the likelihood that cover has been sold to consumers within that target market.

7. Zurich's TMD review process

Review triggers

The following events and circumstances (review triggers) will trigger a review of this TMD as they may mean that it is no longer appropriate.

- The commencement of a significant change in law that materially affects the product design or distribution of the product or class of products that includes this product. This triggers a mandatory review. Zurich may choose to undertake a review even if this review trigger is not met.
- Product performance is materially inconsistent with the product issuer's expectations of the appropriateness of the product to consumers having regard to:
 - product claims ratio (i.e. the proportion of premiums returned to consumers as benefits)
 - the number or rate of paid, denied, and withdrawn claims
 - the number of policies sold
 - policy lapse or cancellation rates
 - percentage of applications not accepted.
- The use of Product Intervention Powers in relation to the distribution or design of this product where Zurich considers this reasonably suggests that this TMD is no longer appropriate.
- Significant or unexpectedly high number of complaints regarding product design, product availability, claims and distribution condition that would reasonably suggest that the TMD is no longer appropriate.
- Zurich determines that a significant dealing in the product outside the target market (except for an excluded dealing) has occurred.
- Changes in medical advances impact product design or the market for the product.
- Distribution conditions set out in the TMD are otherwise no longer appropriate.
- Zurich makes a material change to the insurance product terms.

Maximum TMD lifespan

Subject to intervening review triggers, this TMD will be reviewed no more than two years after the effective date of the TMD. Any of the above review triggers will bring forward the two-yearly review.

Reporting period for any complaints about this product

Distributors must report complaints to us half-yearly (end of March and September), within 10 business days of the end of the relevant half-year.

Complaints data should include sufficient information to understand the substance of each complaint but should not include personal information.

How Zurich will decide if this TMD is no longer appropriate

Zurich's product manager will review the information set out below on a regular basis to ensure that the TMD is still appropriate.

- Relevant regulation, legislation and/or ASIC instruments relating to the change in law.
- During the review period, compare expected and actual data for the following:
 - product claims ratio (i.e. the proportion of premiums returned to consumers as benefits)
 - the number or rate of paid, denied, and withdrawn claims
 - the number of policies sold
 - policy lapse or cancellation rates
 - percentage of applications not accepted.
- Relevant Product Intervention order.
- Complaints and the nature of the complaints regarding product design, claims and distribution condition.
- A significant dealing in the product which Zurich's product manager becomes aware is not consistent with the TMD (within 10 business days of becoming aware of the dealing).

Where relevant, Zurich's product manager will consider actual data against expected amounts, with thresholds around the expected position. Thresholds are set at green, amber and red levels and results in the amber or red thresholds are analysed and monitored more closely and escalated for action as considered appropriate. Metrics are also monitored for trends and step changes.

The following information collected from Distributors will be considered as part of the review:

- Complaints and the nature of the complaints regarding product design, claims and distribution condition (must be reported to us by Distributors within 10 business days of the end of the half-year).
- A significant dealing in the product which the Distributor becomes aware is not consistent with the TMD (must be reported to us by Distributors within 10 business days of becoming aware of the dealing).

Submitting data to Zurich

Distributors may submit data to Zurich in any of the accepted formats. Refer to our website for more information: zurich.com.au/tmd.