

# TARGET MARKET DETERMINATION

For Total and Permanent Disablement (TPD) under Priority Protection, Priority Protection for Platform Investors insurance products and Professional Insurance Portfolio issued by AIA Australia Limited (ABN 79 004 837 861, AFSL 230043).



November 2021

## 1. About this document

### When to use this target market determination

This target market determination (TMD) provides customers, distributors, and staff an understanding of the class of customers this product has been designed for, having regard to the likely objectives, financial situation and needs of the target market. Further, it sets out how the product is distributed, review periods and triggers relating to the TMD, and reporting and monitoring of the TMD.

This document is not a summary of the product's terms and conditions and is not intended to provide financial advice. Persons interested in acquiring this product should carefully read the Product Disclosure Statement (PDS) and any applicable Supplementary Product Disclosure Statement(s) which outline the relevant terms and conditions before making a decision whether to buy this product.

### PDS to which this target market determination applies

This TMD applies specifically to Total and Permanent Disablement (TPD) insurance covers referred to in the following PDSs:

- [AIA Priority Protection and Priority Protection \(PP\) for Platform Investors PDS](#)
- [Professional Insurance Portfolio \(PIP\) PDS](#)

Note: 'TPD' and 'Permanent Disablement Benefit' have the same meaning. 'TPD' is used in the PP PDS and 'Permanent Disablement Benefit' is used in the PIP PDS.

### Effective date

5 November 2021

## 2. Class of customers that fall within this target market

The information below summarises the class of customers that fall within the target market for this insurance cover, and the likely objectives, financial situations and needs that this insurance cover has been designed to meet.

### Class of customers

The customer has (or envisages that in future they will or may have) outstanding financial or financial-in-kind commitments that will not be satisfied should they be incapable of engaging in:

- gainful employment and/or
- independent living

due to total and permanent disablement.

These financial or financial-in-kind commitments include but are not limited to:

- Mortgage and other debt servicing costs
- Medical, transportation, and accommodation costs
- Ongoing living expenses
- Ensuring that their business continues with less financial disruption.

Alternatively, a customer who is seeking to reinstate this cover, exercise an option or make an administrative change (under this product or a different product for which AIA Australia is the issuer) that results in a policy being issued (“Existing Customer”).

## Excluded class of customers

The insurance covers have **not** been designed for individuals who:

- are not residing in Australia at the time of application;
- are not Australian citizens or permanent residents;
- require a total TPD sum insured above the maximum sum insured (including insurance of a similar type held with any other insurers) (not applicable to Existing Customers); and/or
- do not meet the eligibility or underwriting requirements (some underwriting and eligibility requirements may not be applicable to Existing Customers).

## Likely needs and objectives

Individuals can select from the following TPD Cover based on their needs and objectives as outlined below.

The insurance covers have been designed for customers who:

TPD Cover	Likely needs and objectives
<b>TPD/Permanent Disablement Benefit</b> (Any and Own Occupation definitions)	In the event of a total and permanent disablement from sickness or injury: <ul style="list-style-type: none"> <li>• want to reduce the burden of living expenses and financial commitments through the receipt of a lump sum amount;</li> <li>• envisage the need to protect their assets, and limit exposure of liabilities;</li> <li>• want to support ongoing business management and retention strategies.</li> </ul>
<b>TPD/Permanent Disablement Benefit/ Universal TPD</b> (Home Duties, Universal and All Duties definitions)	In the event of a severe total and permanent disablement from sickness or injury: <ul style="list-style-type: none"> <li>• want to reduce the burden of living expenses and financial commitments through the receipt of a lump sum amount;</li> <li>• envisage the need to protect their assets, and limit exposure of liabilities;</li> <li>• want to support ongoing business management and retention strategies, where relevant.</li> </ul>
<b>Accidental TPD</b> (Any Occupation definition)	In the event of a total and permanent disablement from an accidental injury: <ul style="list-style-type: none"> <li>• want to reduce the burden of living expenses and financial commitments through the receipt of a lump sum amount;</li> <li>• envisage the need to protect their assets, and limit exposure of liabilities;</li> <li>• want to support ongoing business management and retention strategies.</li> </ul>
<b>Accidental TPD</b> (Home Duties definition)	In the event of a severe total and permanent disablement from accidental injury: <ul style="list-style-type: none"> <li>• want to reduce the burden of living expenses and financial commitments through the receipt of a lump sum amount;</li> <li>• envisage the need to protect their assets, and limit exposure of liabilities.</li> </ul>

\* In PIP only Permanent Disablement Benefit is available.

## Financial Situation

The insurance cover has been designed for customers who are employed, or otherwise have the financial means (e.g. savings, family or other relationships) to pay premiums (which may vary from time to time) in accordance with the chosen premium structure to retain the product for the period of time it is intended to be held.

### 3. Product design descriptions

The insurance cover has been designed for individuals who want to receive a lump sum payment in the event where total and permanent disablement results in them becoming unlikely to ever return to work and/or engage in home duties.

#### Product Type

Three main types of TPD insurance cover are offered\*. They are:

TPD Cover Type	Description	Available options
<b>TPD/Permanent Disablement Benefit</b>	Provides lump sum benefits for total and severe total and permanent disablement as a result of <b>sickness or injury</b>	<ul style="list-style-type: none"> <li>• Own Occupation – unlikely to ever work in their own occupation</li> <li>• Any Occupation – unlikely to ever work in any suited occupation</li> <li>• Universal – Loss of Independence where you are no longer able to perform some activities of daily living without assistance or a specified illness/injury</li> <li>• Home Duties – severe inability to perform any Normal Domestic Duties</li> <li>• All Duties – a more severe definition than Own Occupation, Any Occupation, Home Duties or Universal</li> </ul>
<b>Accidental TPD</b> (Not available in Professional Insurance Portfolio product)	Provides lump sum benefits for total and severe total and permanent disablement as a result of an <b>accidental injury</b>	<ul style="list-style-type: none"> <li>• Any Occupation – unlikely to ever work in any suited occupation</li> <li>• Home Duties – severe inability to perform any Normal Domestic Duties</li> </ul>
<b>Universal TPD</b> (Not available in Professional Insurance Portfolio product)	Provides lump sum benefits for losing the ability to live independently	<ul style="list-style-type: none"> <li>• Universal – Loss of Independence where you are no longer able to perform some activities of daily living without assistance or a specified illness/injury.</li> </ul>

\* In PIP only Permanent Disablement Benefit is available.

#### Product Eligibility

There are some eligibility limitations for certain TPD cover definitions, such as:

- Own Occupation TPD definition is not available for occupation categories D, E, Home Duties or casual workers.
- All Duties TPD definition is only available for occupation category E (PIP only).

#### Product Structure

Customers can structure TPD cover as either stand-alone or as a rider to Life or Crisis Recovery covers:

- as a rider, a TPD benefit payment will reduce the other cover sum insured by the same amount;
- as a stand-alone, a TPD benefit payment doesn't reduce the sum insured of any other cover.

Where TPD cover is structured as a rider to Life Cover, customers can also choose to add the following rider options to their TPD cover:

- **Double TPD**

The Life Cover sum insured will not be reduced when a TPD benefit payment is made.

- **Double Universal TPD (Not available in the Professional Insurance Portfolio product)**

The Life Cover sum insured will not be reduced when a Universal TPD benefit payment is made.

- **TPD Buy-back**

Reinstates the Life Cover sum insured 12 months after a TPD benefit payment is made.

## Key Attributes

### Eligibility

The entry age range depends on the cover type and premium structure selected. Please refer to the PDS for the eligible entry age range available.

### Premiums

Payment of premiums – if premiums are not paid when due, the policy may lapse in which case the policy owner would no longer be covered and cannot make a claim.

Premium structure – Premiums may vary from time to time and are dependent on age, sex, medical history, pastimes, occupation, employment situation, smoking status, whether benefit indexation has been chosen, level of insurance cover chosen, and premium option chosen or available under the insurance cover. Premiums can alter based on the chosen premium structure and can change over time.

### Exclusions

- A TPD benefit will not be payable for TPD, Accidental TPD or Universal TPD in relation to any event or disablement which is caused by intentional self-inflicted injury or any such attempt by you.

### Product terms and conditions that may impact your ability to claim

The following policy terms and conditions may impact your ability to claim:

- if you purchase your policy within superannuation, you'll also need to meet the relevant superannuation law conditions of release before the trustee of the superannuation fund can make a payment of claim proceeds to you
- if your cover is eligible for conversion to Loss of Independence (LOI) cover, your policy will convert to LOI cover at the policy anniversary prior to your specific birthday depending on your occupation category. LOI cover is a more restrictive, significant impairment and severity-based definition, such as where you are no longer able to perform some activities of daily living without assistance.
- you exceed the total TPD maximum sum insured (including insurance of a similar type held with any other insurers)
- the cover expiry date, which is the policy anniversary prior to the expiry age as disclosed in the PDS.

Please refer to the PDS for the products terms and conditions.

### Other information

Insurance cover can be obtained either inside or outside of the superannuation environment, and a personally owned insurance policy can be linked to superannuation-owned insurance policies. Taxation laws apply to the insurance policy and/or premiums.

Superannuation-owned policies can be funded from superannuation monies, which may create taxation and cash flow efficiencies, however superannuation law prescribes what benefits are available and the conditions in which claim proceeds can be received.

For further information refer to the PDS.

### Appropriateness explanation

Broadly, the target market comprises those who have or expect to have outstanding financial commitments that will not be satisfied in the event of their own or another person's (i.e., the life insured's) total and permanent disability (TPD) and who have a capacity to pay potentially variable premiums on an ongoing basis. As the product pays a lump sum on total and permanent disability (TPD) it is therefore likely to meet the needs, or go towards meeting the needs, of those in the target market.

## 4. How this product is to be distributed

### Distribution channels

The insurance cover must only be distributed through the following means:

- **Distribution under a personal advice model** - Australian Financial Services Licence (AFSL) holders authorised by AIA Australia to distribute the product will provide customers with personal advice in relation to the product. Under this model, the AFSL holder can also distribute the product via a platform, where an appropriate agreement between the platform provider and AIA is in place.
- **Distribution under general advice** – AFSL holders authorised by AIA Australia to distribute the product under general advice. This includes online and telephone direct channels, including online aggregators. Under this model, the AFSL holder can also distribute the product via a platform, where an appropriate agreement between the platform provider and AIA is in place.
- **Distribution directly by AIA Australia** – AIA Australia reinstates or issues the product for Existing Customers through completion of the relevant process and form.

### Distribution conditions

The insurance cover must only be distributed under the following circumstances.

#### Distribution under Personal Advice:

Distributors must ensure:

- the product is distributed under an appropriate AFSL and authorised by AIA to distribute the product per the terms of a Distribution Agreement
- to provide the customer personal financial advice in relation to the product,
- to provide the customer a copy of the current PDS prior to making a decision to purchase the product, and
- the customer meets the product's age, residency and eligibility requirements.

Customers that obtain personal advice are more likely to be in the target market for this product because advisers have a duty to act in their best interest when providing personal advice.

#### Distribution under General Advice:

Distributors must ensure:

- the product is distributed under an appropriate AFSL and the distributor is authorised by AIA to distribute the product per the terms of a Distribution Agreement
- the distributor has authorised scripting, training and/or quality assurance standards the customer is provided with a copy of the relevant PDS prior to making a decision to purchase the product,
- the customer meets application screening questions, and
- the customer meets the product's age, residency and eligibility requirements.

Customers are more likely to be in the target market if distributors distribute the product in alignment with the issuer's distribution conditions.

#### Distribution directly by AIA Australia

AIA Australia must ensure Existing Customers complete the relevant process and form.

Customers are more likely to be in the target market if AIA Australia utilises the relevant process whereby the Existing Customer must either consult an adviser or alternatively the Existing Customer must confirm that the product meets the Existing Customers likely needs.

## 5. Reviewing this target market determination

We will review this target market determination in accordance with the below:

<b>Initial review</b>	Within 12 months after the effective date.
<b>Periodic reviews</b>	At least every three years from the initial review.
<b>Review triggers or events</b>	<p><b>Review Trigger 1:</b> The commencement of a significant change in law that materially affects the product design and/or distribution of the product or class of products that includes this product.</p> <p><b>Review Trigger 2:</b> Product performance is materially inconsistent with the product issuer's expectations of the appropriateness of the product to consumers having regard to:</p> <ol style="list-style-type: none"> <li>Product claims ratio</li> <li>Claim payment ratios</li> <li>The number of policies sold</li> <li>Policy lapse or cancellation rates</li> <li>Percentage of applications not accepted</li> <li>The number of complaints related to product design or distribution</li> </ol> <p><b>Review Trigger 3:</b> The use of Product Intervention Powers in relation to the distribution or design of this product where the product issuer considers this reasonably suggests that this TMD is no longer appropriate.</p> <p><b>Review Trigger 4:</b> A material change in the product design/distribution or pricing.</p> <p><b>Review Trigger 5:</b> 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.</p> <p><b>Review Trigger 6:</b> The product issuer determines that a significant dealing in the product outside the target market (except for an excluded dealing) has occurred.</p>
<b>Information needed for review triggers or events</b>	<p><b><u>Issuer:</u></b></p> <p><b>Review Trigger 1:</b> Relevant regulation, legislation and/or ASIC instruments relating to the change in law.</p> <p><b>Review Trigger 2:</b> During the review period, the expected and actual number of:</p> <ol style="list-style-type: none"> <li>Product claims ratio</li> <li>The number or rate of paid, denied, and withdrawn claims</li> <li>The number of policies sold</li> <li>Policy lapse or cancellation rates</li> <li>Percentage of applications not accepted</li> <li>Complaints related to product design or distribution.</li> </ol> <p><b>Review Trigger 3:</b> Relevant Product Intervention order</p> <p><b>Review Trigger 4:</b> Product Specification documents including the considerations of target market.</p> <p><b><u>All Distributors:</u></b></p> <p><b>Review Trigger 5:</b> Complaints and the nature of the complaints regarding product design, claims, and distribution condition.</p> <p><b>Review Trigger 6:</b> A significant dealing in the product which the regulated person becomes aware is not consistent with the TMD (within 10 business days of becoming aware of the dealing).</p>

Where a review trigger has occurred, this target market determination will be reviewed within 10 business days.

## 6. Reporting and monitoring

We will collect and report on the following information:

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### Complaints

We will receive reports from the distributors on all complaints in relation to this financial product half-yearly (within 10 business days of the end of March and September). If any such complaints have been received by distributors in the reporting period, we require the number of complaints received.

In addition, where complaints are received during the reporting period that relate to product design, product availability, claims or distribution conditions, we require for each complaint:

- the date complaint was received
- a description of the complaint.

AIA may request additional information from the distributor to further understand the underlying complaint issue.

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### Significant dealings

We will receive reports if our distributors become aware of a significant dealing in the product that is inconsistent with the TMD within 10 business days.

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