



MLC On Track

Terms and Conditions Effective 9 October 2017

Important Information

The terms and conditions for MLC On Track include:

- The information detailed under “About MLC On Track”. This contains the information about discounts allocated and discounts you can earn on your policy, targets you need to reach and the required timeframes to be entitled to discounts;
- Communications, including instructions from us concerning enrolment or re-enrolment into the MLC On Track program; and
- This document.

MLC On Track terms apply to the Policy Owner and Life Insured.

These terms and conditions have generally been prepared on the basis that the life insured and policy owner are the same.

However, terms relating to the policy owner specifically are set out in this section and under the section titled “Communications from us” and “Your Privacy is Important to us”.

Any reference to “your insurance policy” or “your policy” or “the policy” means the insurance policy in which the life insured was the person insured at the time of enrolment in the MLC On Track program.

The MLC On Track program and its terms and conditions do not impact and are not intended to impact the policy owner’s ability to transact on the policy, such as increasing the benefit amount and adding new types of insurances to the policy.

Where the policy owner and life insured are different, it is the life insured who is offered to participate in the MLC On

Track program and it is the life insured who participates in and must comply with the terms of the program. Any right a policy owner may have to discounts on a policy, as a result of the life insured’s participation in the MLC On Track program, is conditional on the life insured’s compliance with these terms and conditions.

Who’s eligible to participate?

The MLC On Track program is available to customers who have been accepted for a new MLC Insurance or MLC Insurance (Super) policy or such other persons we may invite to participate into the program from 2 October 2017.

Any discounts we give you or are earned by you through your participation on the MLC On Track program will be applied to the policy.

The discount that is applied to a policy by participating in the MLC On Track program will also apply to any new types of insurance you later add to the policy or increases to benefit amounts on insurances you have under the policy.

Who’s offering this program to you?

MLC Limited, your insurer. Any reference to we/us/MLC means MLC Limited.

We’re also collaborating with InfoCentric Pty Limited, ABN 70 140 243 447, Ground Floor East, 101 Collins Street, Melbourne, Victoria (“InfoCentric”). InfoCentric is a company specialising in digital and analytical information services.

Your fitness and wellness information is collected through your use of a personal fitness tracker device (‘fitness tracker’).

Data collected through your fitness tracker goes to your fitness tracker manufacturer or operator and will be collected and/or accessed by InfoCentric, MLC and such other service providers MLC may appoint for the purposes of the MLC On Track program.

Your insurance policy and the MLC On Track program

Your participation in the MLC On Track program requires your policy to be in force.

Your policy will not be impacted in any way by your participation in the program, other than obtaining premium discounts if you successfully achieve the program targets within the required timeframes.

Premium discounts earned as a result of the life insured’s participation in the program will apply to the policy in which the life insured was the person insured at the time of enrolment in the MLC On Track program.

Targets met by the life insured in the course of participating in the program and/or discounts that may apply to a policy cannot be transferred to another policy except by request to MLC Limited. MLC Limited’s decision in response to that request will be at MLC Limited’s discretion and shall be final.

Your participation in the program will not impact any claim you may need to make on the policy, and any information obtained about you through the program will not be used for any claim you make on the policy.

MLC On Track

Terms and Conditions Effective 9 October 2017

Your consent and authorities

By agreeing to participate in the MLC On Track program, you agree to the collection, use, sharing, and disclosure of your information by us, Infocentric and our other service providers as reasonably necessary to administer the MLC On Track program.

This includes:

- The collection of personal information, such as your email details and date of birth, to commence your participation in the program
- The collection of health and wellness data such as calories burned, steps, heart rate and sleep patterns tracked through your fitness tracker
- Ongoing capture of your information through your fitness tracker
- Updating your results on your Customer Dashboard

When you agree and enrol in the MLC On Track program you authorise your data to be collected through your fitness tracker and device by MLC Limited and its service providers, for use in connection with the MLC On Track program.

Information regarding your progress will be provided to your Adviser. This will be limited to whether you have met or are meeting program targets or not, and whether you are entitled to a policy discount. Data that has been collected about you in the MLC On Track program will not be provided to your Adviser.

Communications from us

We will need to send you communications about the program to keep you aware of your progress in the program. By participating in the program you consent to receiving these communications, including by email.

You also agree to receive publications, newsletters or other material about general health and wellness information, which complement your participation in

the program. You can opt-out of receiving these materials at any time by using the unsubscribe instructions included in the communications or by contacting us at ontrack@mlcinsurance.com.au.

The above applies to the life insured. If the life insured and policy owner are different persons, the policy owner will receive communications only to inform them of the offer to the life insured to participate in MLC On Track, the life insured's agreement to participate and if a discount will be applied towards the policy.

Your participation is voluntary

You don't have to participate in the MLC On Track program. If you do choose to participate, you can stop at any time by contacting MLC on **132 652** or by letting us know at ontrack@mlcinsurance.com.au.

After the first anniversary of your policy, you'll only obtain the premium discounts if you successfully achieve the program targets within the required timeframes.

You need to tell us if you wish to stop participating in the MLC On Track program. If you don't, data may continue to be collected and shared as described above. You can terminate your participation in the program by contacting us at ontrack@mlcinsurance.com.au. Once you've terminated your participation in the program, you'll no longer be able to participate in the program at any time in respect of the policy.

We reserve the right to terminate your participation in the program if you don't satisfy any requirements for participation in this program set out below.

What's required to participate in the MLC On Track program?

You must have your own fitness tracker and compatible device to be eligible to participate and to continue to participate in the program. The fitness tracker and the compatible device that you can use

for MLC On Track are set out in the "About MLC On Track" document.

We do not have responsibility for your purchase and use of your fitness tracker or compatible device.

We do not have responsibility if your fitness tracker or compatible device are not operational or if you are not able to operate them for the purposes of the MLC On Track program. We do not have responsibility for damage to your fitness tracker or compatible device, whether or not the damage arises in connection with the MLC On Track program, and costs associated with their repair or replacement.

It's your responsibility if your fitness tracker or compatible device needs repair or replacement. If this happens, you need to repair or replace your compatible device quickly so you can continue with your participation, giving you time to achieve the program targets.

Use of your fitness tracker and device as part of the MLC On Track program

You can only connect your fitness tracker with one compatible device at any time.

You agree to use your fitness tracker and compatible device for the purpose of the program. You'll need to synchronise your fitness tracker with your compatible device at least every four days or you may not achieve your program targets. It's your responsibility to ensure the data collected by the fitness tracker accurately reflects your activity levels and are reported correctly to the MLC On Track program. Please contact us on ontrack@mlcinsurance.com.au if you think your fitness tracker and compatible device are not synchronising correctly.

MLC On Track

Terms and Conditions Effective 9 October 2017

Your fitness tracker

For the purposes of the MLC On Track program and achieving the health and fitness targets, your fitness tracker must be for your own use and must not be worn by anyone else.

If your fitness tracker needs to be replaced or repaired you should let us know straight away at ontrack@mlcinsurance.com.au, that way we can temporarily suspend your participation in the program. It is important to note that delays may result in you not meeting program targets for the year.

We regret that we're not able to allow your participation in the program or continue your participation if you're not able to wear the fitness tracker regularly for any reason, such as personal reasons, work restrictions or medical reasons (such as allergies to materials used).

Use of your fitness tracker after you've completed the MLC On Track program each year

Regardless of whether you've met the program targets if you want to, you can continue to wear your fitness tracker, have information collected and continue to access your information on your Customer Dashboard.

You can continue to wear the fitness tracker, have your health and wellness data collected and access the Customer Dashboard whilst you have your policy.

Sometimes we can put the program on hold for you

If you go on claim for your MLC Limited policy we'll put your participation in the program on hold.

We can, at our discretion, put your participation on hold if you experience a significant personal event that may interrupt your progress and you want to keep participating in the program. If this happens, please let us know through ontrack@mlcinsurance.com.au or by contacting MLC on **132 652**.

We can suspend the data collection and re-start it when you're able to participate again. However, we may not be able to do this if the MLC On Track program ends while your participation was on hold or is about to end when you want to re-start.

If we put your participation on hold we will inform you about how the program will re-commence for you and how the discount will apply for your policy. Our decision in regards to this is fully at our discretion and shall be final.

Your health and physical activity

We support a healthy and active lifestyle. However, we don't take responsibility for any activity you currently do, or take up, whether or not for the purpose of the MLC On Track program.

Of course, you should always obtain professional advice, including medical advice, about any exercise or sport you undertake, particularly if you've special needs or known health conditions.

Your privacy is important to us

We respect your privacy and confidentiality. Every step has been taken to ensure that data obtained about you, your activities and your health remain confidential and secure. We adhere to all Australian privacy laws and our Privacy Policy is always available to access at mlc.com.au/mlcinsuranceprivacypolicy.

For infocentrics privacy policy please visit: www.infocentric.com.au/infocentric-privacy-policy/

The data collected about you may also be shared with our reinsurers, for statistical purposes, and other service providers engaged by us but only as may be necessary for the servicing, administration and operation of this program.

You should not give other people access to your device, emails and Customer Dashboard. You are responsible for any

access you may give to your devices and information.

If the policy owner and life insured are different persons, the terms above and confidentiality rights apply to the life insured. The policy owner is not entitled to information collected about the life insured or analysis of that information as part of MLC On Track, from MLC Limited or any of its service providers.

Changes we may need to make to the program or to its operation

Change may happen, such as to available technology or to organisations we deal with, or as a result of unforeseen disruptions. Therefore, we may modify or change the terms that apply to the MLC On Track program.

Our service providers may also change or there may be additional service providers brought in to assist with servicing, administering or assist us with the operation of the program.

In case of such changes, you agree to take all steps necessary to work with us to enable your continued participation in the program including:

- the transfer of data to the new service provider; and
- re-setting or re-synchronising your device.

The program may be suspended or terminated if our service providers, are unable to provide services relating to the program. We may also suspend or terminate the program for circumstances beyond our control.

If you're participating in the program and we're required to make changes or suspend or terminate the program, we'll ensure any discounts you have already qualified for will be honoured.



Problems and complaints

If you have a concern or complaint about the program please contact us by email at ontrack@mlcinsurance.com.au or, on **132 652**. We'll endeavour to resolve the issue quickly for you.

No liability

Your health is important to us and every care has been taken to bring the MLC On Track Program to you. You agree, however, as part of your participation in the program that under no circumstances will MLC (including any of its related bodies corporate), Infocentric or other MLC service providers be liable for any injury, loss, damages, claim or expenses you sustain or incur as direct or indirect result of participating in the program.

A reference to you includes a reference to your beneficiaries and personal legal representatives and estate.

General information – Change of Terms

The terms that apply to your participation in the MLC On Track program are set by us and are entirely at our discretion. This includes the rules around your eligibility to participate, discounts that may be applied, methods for setting discounts and the targets that must be reached to access discounts. We may change these terms at any time.

We may also change our MLC On Track program partners and service providers.

We may also terminate the program at any time. If this happens we'll ensure that any discounts you have already qualified for will be honoured until your next anniversary or on such other terms as MLC determines appropriate on closure of the MLC On Track program.