

NEOS PROTECTION TARGET MARKET DETERMINATION (TMD)



Target Market Determination: NEOS Protection (plans issued prior to 5 October 2021)

Issuer of this TMD: NobleOak Life Limited

Issuer ABN: 85 087 648 708 AFSL No. 247302

Date of TMD: 5 October 2021

TMD Version: 1.0

When to use this target market determination

This Target Market Determination (TMD) is required under section 994B of the Corporations Act 2001 (Cth). It sets out the target market for the product, triggers to review the target market and certain other information. It forms part of the NobleOak Life Limited's design and distribution framework for the product.

This document is **not** a product disclosure statement and is **not** a summary of the product features or terms of the product. This document does not take into account any person's individual objectives, financial situation or needs.

This TMD is in respect of NEOS Protection products that were on sale prior to 5 October 2021 but are now closed to new customers. Distribution of these products can only occur in limited circumstances (such as replacing or amending existing NEOS Protection cover). Persons interested in replacing or amending an existing NEOS Protection plan should carefully read the relevant NEOS Protection Product Disclosure Document before making a decision.

The TMD for NEOS Protection products that are on sale from 5 October 2021 is available separately.

1. Likely objectives, financial situation and needs of consumers in the target market of NEOS Protection

| Life Cover | TPD Cover | Critical Illness Cover | Child Cover | Income Protection Cover |
|--|---|--|---|--|
| <p>The consumer will have (or envisages they may have) outstanding financial or financial-in-kind commitments and/or financial commitments to:</p> <ul style="list-style-type: none">financial dependents (such as spouse or children); ormortgage and other debt servicing costs, final expenses, and income replacement; ormedical costs, transportation and accommodation costs, and personal palliative care; orensuring that their business continues with less financial disruption upon the loss of a key person (due to death, injury or illness), or to ensure business succession <p>in the event of:</p> | | | <p>The consumer is the natural parent or legal guardian of a child or children, has (or envisages that in future they will or may have) outstanding financial or financial-in-kind commitments that will not be satisfied:</p> <ul style="list-style-type: none">where an insured child meets the definition of a critical illness (also known as Trauma); orin the event of the death of an insured child; orin the event of an insured child suffering a terminal illness (where applicable under the product terms). | <p>The consumer has (or envisages that in future they will or may have) a need to replace their income in the event they are unable to earn their income (or are only able to earn a lower income) due to an event which causes them to be unable to earn their pre-disability income, whether due to sickness, illness or accident.</p> |
| <p>The insured person's death or terminal illness.</p> | <p>The insured person is incapable of engaging in their own or any occupation due to total and permanent disablement.</p> | <p>The insured person meets a Critical Illness definition.</p> | | |

2. Product description

| Life Cover | TPD Cover | Critical Illness Cover | Child Cover | Income Protection Cover |
|---|---|--|---|--|
| <p>NEOS Protection Life Cover provides a lump sum payment in the event:</p> <ul style="list-style-type: none">• the insured person dies; or• the insured person meets the definition of a terminal illness. <p>in accordance with the terms and conditions outlined in the NEOS Protection Product Disclosure Statement (PDS).</p> | <p>NEOS Protection TPD Cover provides a lump sum payment in the event the insured person meets the definition of permanent disability meaning:</p> <ul style="list-style-type: none">• they cannot work again in their own occupation, or any other occupation for which they are reasonably qualified by education, training or experience (depending on type of TPD cover chosen) or• they suffer certain specified permanent physical and cognitive deficits, including loss of certain functions or• they are unable to perform specified duties and are unlikely to be able to perform these ever again. | <p>NEOS Protection Critical Illness Cover provides a lump sum payment in the event the insured person meets the definition of a critical illness and survives for at least 14 days in accordance with the terms and conditions outlined in the NEOS Protection Product Disclosure Statement (PDS).</p> | <p>NEOS Protection Child Cover provides a lump sum payment in the event an insured child of the plan owner:</p> <ul style="list-style-type: none">• Dies; or• Meets the definition of a terminal illness; or• meets the definition of a critical illness, in accordance with the terms and conditions outlined in the NEOS Protection Product Disclosure Statement (PDS). | <p>NEOS Protection Income Protection Cover replaces a portion of pre-disability income, in accordance with the terms and conditions outlined in the NEOS Protection Product Disclosure Statement (PDS).</p> <p>NEOS Protection Income Protection Cover may also:</p> <ul style="list-style-type: none">• reimburse rehabilitation expenses incurred by the insured person; or• reimburse accommodation and/or travel expenses incurred by the insured person when they become totally disabled; or• provide a lump sum payment in the event the insured person suffers a critical illness event. |

3. Appropriateness explanation

| Life Cover | TPD Cover | Critical Illness Cover | Child Cover | Income Protection Cover |
|---|--|---|--|---|
| <p>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 insured person's) death or terminal illness and who have a capacity to pay potentially variable premiums on an ongoing basis. As the product pays a lump sum on death or terminal illness it is therefore likely to meet the needs, or go towards meeting the needs, of those in the target market.</p> | <p>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 insured person's) total and permanent disablement and who have a capacity to pay potentially variable premiums on an ongoing basis.</p> <p>As the product pays a lump sum on total and permanent disablement it is therefore likely to meet the needs, or go towards meeting the needs, of those in the target market.</p> | <p>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 insured person's) suffering a critical illness*, and who have a capacity to pay potentially variable premiums on an ongoing basis. As the product pays a lump sum on the insured person suffering a critical illness*, it is therefore likely to meet the needs, or go towards meeting the needs, of those in the target market.</p> <p>*A reference to critical illness means meeting all the required criteria as set out in the PDS for the specific critical illness.</p> | <p>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 insured child (i.e. the insured person's) suffering death, terminal illness or a critical illness*, and who have a capacity to pay potentially variable premiums on an ongoing basis. As the product pays a lump sum on the insured person suffering death, terminal illness, or a critical illness*, it is therefore likely to meet the needs, or go towards meeting the needs, of those in the target market.</p> <p>*A reference to critical illness means meeting all the required criteria as set out in the PDS for the specific critical illness.</p> | <p>Broadly, the target market comprises those who have or expect to have a need to replace their income should they be unable to earn an income due to an event which causes them to be unable to earn their pre-disability income, whether due to sickness, illness or accident.</p> |

4. NEOS Protection key attributes

| Attribute | Description | | | | | | | | | | |
|-----------------------------|--|------------|--|-----------|--|------------------------|--|-------------|--|-------------------------|---|
| Payment of premiums | If premiums are not paid when due, the plan may lapse in which case the plan owner would no longer be covered and cannot make a claim. | | | | | | | | | | |
| Ownership options | Life, TPD and Income Protection Cover – inside and outside superannuation. Critical Illness and Child Cover – outside superannuation only | | | | | | | | | | |
| Premium structure | Premiums can change over time | | | | | | | | | | |
| Plan structure | Standalone, attached or linked, depending on the cover type | | | | | | | | | | |
| Eligibility criteria | Certain persons may be ineligible for cover if they do not meet the eligibility criteria for this product. Eligibility criteria could include: <ul style="list-style-type: none"> • the age • financial status • occupation type • residency status • health status • employment status (including income) • pursuits and pastimes; | | | | | | | | | | |
| Underwriting process | With the exception of Child Cover, NEOS Protection is a fully underwritten product. The underwriting process may: <ul style="list-style-type: none"> • require additional financial and medical information, including a medical report from the life to be insured's treating doctor(s) and/or medical screening tests. • result in an increase in the price of the product, limitations to the sum insured, special terms and conditions applied to cover, or declining cover. <p>This product is not appropriate for consumers who are unwilling or unable to participate in the underwriting process and related medical requirements</p> | | | | | | | | | | |
| Exclusions | <table border="0"> <tr> <td>Life Cover</td> <td> <ul style="list-style-type: none"> • Suicide occurring within 13 months following the commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). </td> </tr> <tr> <td>TPD Cover</td> <td> <ul style="list-style-type: none"> • Total and Permanent Disablement caused or contributed to by any intentional self-injury or intended suicide irrespective of whether sane or insane within 13 months from commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). </td> </tr> <tr> <td>Critical Illness Cover</td> <td> <ul style="list-style-type: none"> • a Critical Illness Event is caused or contributed to by self-inflicted injury or attempted suicide by the insured person; and • If the insured person does not survive for at least 14 days following the Critical Illness Event • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days following of application, increase to sum insured or reinstatement of cover. </td> </tr> <tr> <td>Child Cover</td> <td> <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • If critical illness, terminal illness or death is caused by or contributed to by a congenital condition • Any injury or illness that occurred prior to the NEOS Protection Child Cover commencement date • Any illegal act inflicted on the child by a natural parent or legal guardian • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days of application, increase to sum insured or reinstatement of cover. </td> </tr> <tr> <td>Income Protection Cover</td> <td> <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • Normal and uncomplicated pregnancy, childbirth, or miscarriage • Criminal activity or disability that arises from the consequences of a criminal conviction • War or act of war • Any restrictions for reimbursement of expenses which are regulated by the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth). </td> </tr> </table> | Life Cover | <ul style="list-style-type: none"> • Suicide occurring within 13 months following the commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). | TPD Cover | <ul style="list-style-type: none"> • Total and Permanent Disablement caused or contributed to by any intentional self-injury or intended suicide irrespective of whether sane or insane within 13 months from commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). | Critical Illness Cover | <ul style="list-style-type: none"> • a Critical Illness Event is caused or contributed to by self-inflicted injury or attempted suicide by the insured person; and • If the insured person does not survive for at least 14 days following the Critical Illness Event • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days following of application, increase to sum insured or reinstatement of cover. | Child Cover | <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • If critical illness, terminal illness or death is caused by or contributed to by a congenital condition • Any injury or illness that occurred prior to the NEOS Protection Child Cover commencement date • Any illegal act inflicted on the child by a natural parent or legal guardian • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days of application, increase to sum insured or reinstatement of cover. | Income Protection Cover | <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • Normal and uncomplicated pregnancy, childbirth, or miscarriage • Criminal activity or disability that arises from the consequences of a criminal conviction • War or act of war • Any restrictions for reimbursement of expenses which are regulated by the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth). |
| Life Cover | <ul style="list-style-type: none"> • Suicide occurring within 13 months following the commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). | | | | | | | | | | |
| TPD Cover | <ul style="list-style-type: none"> • Total and Permanent Disablement caused or contributed to by any intentional self-injury or intended suicide irrespective of whether sane or insane within 13 months from commencement, reinstatement or increase of the insurance cover (but only to the extent of that increase). | | | | | | | | | | |
| Critical Illness Cover | <ul style="list-style-type: none"> • a Critical Illness Event is caused or contributed to by self-inflicted injury or attempted suicide by the insured person; and • If the insured person does not survive for at least 14 days following the Critical Illness Event • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days following of application, increase to sum insured or reinstatement of cover. | | | | | | | | | | |
| Child Cover | <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • If critical illness, terminal illness or death is caused by or contributed to by a congenital condition • Any injury or illness that occurred prior to the NEOS Protection Child Cover commencement date • Any illegal act inflicted on the child by a natural parent or legal guardian • If the Critical Illness Event occurs, was diagnosed or symptoms leading to the event occurred, were diagnosed or first become apparent, within the 90-days of application, increase to sum insured or reinstatement of cover. | | | | | | | | | | |
| Income Protection Cover | <ul style="list-style-type: none"> • Intentional self-injury or attempted suicide within the first 13 months of plan commencement • Normal and uncomplicated pregnancy, childbirth, or miscarriage • Criminal activity or disability that arises from the consequences of a criminal conviction • War or act of war • Any restrictions for reimbursement of expenses which are regulated by the National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth). | | | | | | | | | | |

5. Financial situation and demographic and eligibility requirements of consumers in the target market

| Target market eligibility and demographics | Life Cover | TPD Cover | Critical Illness Cover | Child Cover | Income Protection Cover |
|--|---|---|---|---|--|
| Financial capacity | A consumer who: <ul style="list-style-type: none"> • Is earning income; or • Has personal savings; or • Has superannuation; or • Otherwise has financial capacity (e.g. family or other relationships) to pay premiums. | A consumer who: <ul style="list-style-type: none"> • Is earning income; or • Has personal savings; or • Has superannuation; or • Otherwise has financial capacity (e.g. family or other relationships) to pay premiums. | A consumer who: <ul style="list-style-type: none"> • Is earning income; or • Has personal savings; or • Has superannuation; or • Otherwise has financial capacity (e.g. family or other relationships) to pay premiums. | A consumer who: <ul style="list-style-type: none"> • Is earning income; or • Has personal savings; or • Has superannuation; or • Otherwise has financial capacity (e.g. family or other relationships) to pay premiums. | A consumer who: <ul style="list-style-type: none"> • Is earning income through gainful employment; or • Has personal savings; or • Has superannuation; or • Otherwise has financial capacity (e.g. family or other relationships) to pay premiums. |
| Age at time of application | 18-75 | 18-60 | 18-60 | 2-17 (insured child) | 18-60 |
| Residency status | Australian resident, company, or trustee | Australian resident, company, or trustee | Australian resident, company, or trustee | Australian resident, company, or trustee | Australian resident, company, or trustee |
| Employment status | Not applicable | Gainfully employed ¹ | Not applicable | Not applicable | Gainfully employed and qualifies for a minimum monthly benefit of \$1,500 |
| Parental status | Not applicable | Not applicable | Not applicable | The Plan Owner must be the natural parent or legal guardian of a child or children | Not applicable |

¹ Gainful employment is not required under ADL TPD definition or Home Duties occupation.

Consumers who do not meet the respective eligibility and demographic criteria for each product are considered outside the target market.

6. NEOS Protection distribution conditions

| Distribution type | Appropriate conditions and restrictions of NEOS Protection distribution | How the conditions ensure consumers inside the target market will acquire NEOS Protection |
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| Underwriting and disclosure | Issuing a plan is subject to: <ul style="list-style-type: none"> • Full underwriting including medical and financial underwriting assessment, as applicable, • Complying with the disclosure requirements under the relevant legislation. | |
| Personal advice model | Distributor: <ul style="list-style-type: none"> • The product is distributed by a distributor who holds an Australian Financial Services Licence (AFSL). • The distribution must be in accordance with the agreements relating to distribution of this product, including but not limited to the distribution agreement between the Distributor and the Issuer. <p>Consumer has been provided with personal advice in relation to this product by the Distributor described above in this TMD.</p> | Consumers 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. |
| Non-personal advice model | From time to time, the product may be distributed under a general advice model in compliance with the distributor’s authorised call scripts and processes. | Consumers are more likely to be in the target market if distributors distribute the product in alignment with the issuer’s distribution conditions relating to the relevant distribution channel. |

7. Reviewing this target market determination

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| Review triggers or events | <p>Any event or circumstance arising that would suggest the TMD is no longer appropriate. This may include (but not limited to):</p> <p>Review trigger 1: 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>Note: The above triggers a mandatory review. The product issuer may choose to undertake a review even if the above review trigger is not met.</p> <p>Review trigger 2: 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">Product claims ratioRate of denied claimsRate of withdrawn claimsPlan lapse or cancellation ratesNumber of policies soldPercentage of applications not accepted <p>Review trigger 3: 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>Review trigger 4: 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>*In the context of Target Market Determination/DDO, a complaint is considered as the expression of dissatisfaction regarding the performance of NEOS Protection Life Cover product.</p> <p>Review trigger 5: The product issuer determines that a significant dealing in the product outside the target market (except for an excluded dealing) has occurred.</p> |
| Information needed for review triggers or events | <p>Issuer:</p> <p>Review trigger 1: Relevant regulation, legislation and/or ASIC instruments relating to the change in law.</p> <p>Review trigger 2: During the review period, the following metrics in excess of a tolerance level will be monitored:</p> <ol style="list-style-type: none">Product claims ratioRate of denied claimsRate of withdrawn claimsPlan lapse or cancellation ratesNumber of policies soldPercentage of applications not accepted <p>Review trigger 3: Relevant Product Intervention order.</p> <p>Distributor:</p> <p>Review trigger 4: Complaints* and the nature of the complaints regarding product design, claims, and distribution condition.</p> <p>* In the context of Target Market Determination/DDO, a complaint is considered as the expression of dissatisfaction regarding the performance of NEOS Protection Life Cover product.</p> <p>Review trigger 5: 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> |

8. TMD review periods

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| Initial review | Subject to intervening triggers, no more than three years from 5 October 2021. |
| Periodic review | Subject to intervening triggers, no more than three years. |

9. Reporting and monitoring this target market determination

We may collect the following information from our distributors in relation to this TMD:

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| Complaints reporting | Distributors will report the number of complaints in relation to the product(s) covered by this TMD on a half yearly basis. This will include the nature and substance of complaints and general feedback relating to the product and its performance. Reporting period for complaints is half-yearly (within 10 business days of the end of the half-year period). |
| Significant dealings | Distributors must report if they become aware of a significant dealing in relation to this TMD within 10 business days. |



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NEOS Life (NEOS) is a registered business name of Australian Life Development Pty Ltd ABN 96 617 129 914 AFSL 502759. NEOS Protection is issued by NobleOak Life Limited (NobleOak) ABN 85 087 648 708 AFSL 247302. Protect Super Plan is a division of OneSuper ABN 43 905 581 638 RSE R1001341 and Protect Super Plan 2 is a division of Tidswell Master Superannuation Plan ABN 34 300 938 877 RSE R1004953, both issued by Diversa Trustees Limited (Diversa) ABN 49 006 421 638 AFSL 235153 RSE L0000635. NEOS provides administration services in relation to NEOS Protection, Protect Super Plan and Protect Super Plan 2 on behalf of NobleOak and Diversa.