

# Term Life Protection

Policy Document



**Important information**

This Policy is issued by The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFS Licence No. 235035 (CMLA). CMLA is a wholly owned subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124. Commonwealth Bank of Australia and its subsidiaries (other than CMLA) do not guarantee the obligations or performance of CMLA or the products it offers. CommInsure is a registered business name of CMLA.

CMLA's principal office of administration is:

Level 1

11 Harbour Street  
Sydney NSW 2000

CMLA guarantees the benefits payable under Term Life Protection.

All payments to and from CMLA under this Policy will be made to and from CMLA's Statutory Fund No. 5. This Policy has no savings or surrender-value and will not participate in the profits or surpluses of CMLA or the Statutory Fund No. 5.

Any notices required to be given to you will be posted to your last known address. You will be deemed to have received that notice after an allowance for delivery in the ordinary course of the post.

All references to monetary amounts in this document are references to Australian dollars.

**Governing laws**

This Policy is governed by the Life Insurance Act 1995 (Cth), the Insurance Contracts Act 1984 (Cth), the Corporations Act 2001 (Cth) and otherwise by the laws of the State of New South Wales.

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## Important Notice

This Policy is an important document – please read it fully and keep it in a safe place.

The contract you have entered into with CMLA (referred to as the 'Policy') consists of the following documents:

- the application form signed by you or the record of the telephone application held by us and all other information and statements supplied by you;
- the terms and conditions contained in this Policy Document of this insurance; and
- the latest Policy Schedule that CMLA has issued for this Policy.

In this Policy 'you' or 'your' means the person named as the Policyowner in the Policy Schedule. The Policyowner is the Life Insured under this Policy.

We will pay all benefits to you or your estate (if applicable).

## Cooling-Off Period

From the date you receive a copy of this Policy Document, you have 30 days to consider whether this Policy meets your needs. This is known as the cooling-off period. Within this period you may cancel this Policy and any premiums paid will be refunded in full. To do this, we ask that you call us or put your request in writing and send the Policy Document and Policy Schedule to:

Commlnsure  
Reply paid 8446  
PARRAMATTA WESTFIELD NSW 2150

Should you have any questions after reading this Policy, please call **1300 131 103** between 8 am and 7 pm (Sydney time), Monday to Friday.

## Term Life Protection

All benefits offered under Term Life Protection, including the optional benefits, are subject to the terms and conditions of this Policy and are only available while the cover is in force under this Policy.

## Death and Terminal Illness Benefit

### Cover Provided

If you die, or are diagnosed as suffering a Terminal Illness before cover under this Policy ceases, we will pay the benefit due under this Policy, subject to you meeting the claims requirements outlined on page 8 'How to Make a Claim'.

### Exclusions

Cover is not provided under this Policy in respect of death or Terminal Illness:

- resulting directly or indirectly from an intentionally self-inflicted injury or infection caused by you whether sane or insane; or
- resulting directly or indirectly from you committing or attempting to commit an assault, battery or criminal offence or act of terrorism.

## Accidental Death Benefit (optional benefit)

The Accidental Death Benefit Commencement Date is stated on your Policy Schedule and the cover provided is only effective on and from that date.

### Cover Provided

If you sustain an Accidental Injury and that Accidental Injury directly results, independently of any other cause and within 6 months of the Accidental Injury, in your death, we will pay the Accidental Death Benefit subject to you meeting the claims requirements outlined on page 8 'How to Make a Claim'.

We will not pay the Accidental Death Benefit if we have paid you the Terminal Illness Benefit.

## Exclusions

Cover is not provided under this Policy, in respect of the Accidental Death Benefit, if the Accidental Injury:

- is due to war or act of war, whether declared or not (except death while on war service);
- occurs while you are under the influence of alcohol where your blood alcohol level is 80mg of alcohol per 100ml of blood or higher, or any other drug, other than a drug taken or used as prescribed by a Doctor approved by us;
- occurs as a direct result of you acting either as a pilot or crew member, or while a passenger, other than a fare-paying passenger, in any aircraft;
- is intentionally self-inflicted or directly or indirectly due to attempted suicide;
- results directly or indirectly from you committing or attempting to commit an assault, battery or criminal offence or act of terrorism;
- occurs while you are participating in any professional sport;
- occurs while you are driving or riding in any kind of race or trial; or
- is caused by, either wholly or in part, arises out of or is connected with any disease, bodily or mental infirmity, or medical or surgical treatment of these.

## Medical Crisis Recovery Protection Benefit (optional benefit)

The Medical Crisis Recovery Protection Benefit Commencement Date is stated on your Policy Schedule and the cover provided is only effective on and from that date.

### Cover Provided

If you suffer a Medical Crisis after the Qualifying Period, we will pay the Medical Crisis Recovery Protection Benefit, subject to you meeting the claims requirements outlined on page 8 'How to Make a Claim'.

The Medical Crisis Recovery Protection Benefit is payable only once.

If a Medical Crisis Recovery Protection Benefit becomes payable under this Policy, the Death Benefit and the Terminal Illness Benefit (and the Accidental Death Benefit if applicable) will be automatically reduced by the amount of that Medical Crisis Recovery Protection Benefit. If the Death Benefit is reduced to nil, then the Policy will automatically cease.

The Medical Crisis Recovery Protection Benefit cannot exceed the Death Benefit.

## Exclusions

Cover is not provided under this Policy in respect of a Medical Crisis which (or in the case of Major Organ Transplant or Multiple Coronary Artery Bypass Surgery, the need for which) occurs or is diagnosed by a Doctor for the first time or the procedure or the symptoms become apparent, either before or within the Qualifying Period.

Cover is also not provided if in respect of the Medical Crisis it is;

- resulting directly or indirectly from intentionally self-inflicted injury or infection caused by you, whether you were sane or insane at the time; or
- resulting directly or indirectly from you committing or attempting to commit an assault, battery, criminal offence or act of terrorism; or
- not specified in this Policy.

We will not make a payment if the payment would cause us to be in breach of the Health Insurance Act 1973 (Cth) of the National Health Act 1953 (Cth) 4.

The definitions of various Medical Crises in this Policy exclude certain medical events. You should refer to these definitions to ascertain what exclusions apply.

## Changing your Policy

Subject to the terms and conditions of the Policy, you can add or remove a Medical Crisis Recovery Protection Benefit and/or Accidental Death Benefit or request an increase or decrease in your level of cover by contacting us.

We may ask you questions or request medical or other information to help us decide whether we will accept your request for any additional cover. We will advise you if we accept your request. We may impose limits or conditions on this additional cover. We will tell you what these are.

## Premiums

### Amount of Premium Payable

In respect of the Death and Terminal Illness Benefit, and the optional Medical Crisis Recovery Protection Benefit, the premiums you pay to us are dependent on the amount of cover, your age and whether you are a smoker or non-smoker.

Premiums automatically increase as you pass from one five year age bracket to the next one, starting from age 34.

If you change your level of cover, the premium will be amended to the new premium payable at the time for the new level of cover.

'Non-smoker' rates apply if you have not smoked in the 12 months immediately preceding the date on which you provide us with a written declaration to that effect in a form approved by us. 'Non-smoker' rates can commence at any time during this Policy and will apply for as long as you continue to refrain from smoking. If the 'Non-smoker' rates apply to you and you smoke tobacco or any other substance at any time while insured under this Policy we must be promptly advised of this in writing and the premiums shall be recalculated in accordance with the 'Smoker' rates as from the Policy Anniversary Date preceding the date upon which you first smoked or recommenced smoking.

In respect of the Accidental Death Benefit, subject to the terms and conditions of this Policy, the amount of monthly premium for the Accidental Death Benefit will be determined by multiplying the amount of the Accidental Death Benefit cover stated in the Policy Schedule by 15 cents and dividing by 1,000.

The premium for the Accidental Death Benefit shall be added to the premium for the Death and Terminal Illness Benefit, and the Medical Crisis Recovery Protection Benefit (if applicable). The total premium that is payable under this Policy shall be shown in the Policy Schedule.

### Payment of Premiums

Premiums are payable monthly in advance. The premiums are due for payment by you on the Premium Due Dates as shown on the Policy Schedule. Future premiums are not guaranteed to be the same as current premiums.

### Payment Authority

Unless otherwise agreed by us, payments must be made by charge to a credit card account (acceptable to us) or by direct debit to a bank account (acceptable to us) and you must at all times ensure that we hold a current payment authority in a form approved by us authorising payment by one of these methods.

### Variation of Premiums

We reserve the right to vary the premiums at each Policy Anniversary Date upon giving you three months' prior written notice of such variation to such Policy Anniversary Date. We will only make a variation if a similar variation is or will be made in respect of all Term Life Protection policies issued in the same terms as this Policy.

### Premium Adjustment

In the event of a reduction or cessation of any cover under this Policy, the premiums will be amended to the premiums payable on the remaining cover.

## Claims

### Payment of Claims

Payments for the Death and Terminal Illness Benefit, Medical Crisis Recovery Protection Benefit, or Accidental Death Benefit will be made to you or your personal legal representative(s) or other persons as directed in writing.

Payment by us in accordance with this clause will operate as a complete discharge to us of our obligations under this Policy in respect to the payment of that benefit.

## Notice of Claims

Claims should be made within 30 days of the Insured Event.

## How to Make a Claim

Call **1300 131 103** between 8am and 7 pm (Sydney time), Monday to Friday, to have the appropriate claim form forwarded to you. You are required to give us written notice, supported by detailed particulars as soon as is reasonably practicable after the occurrence of an Insured Event. The cost of medical and other information, which we may reasonably require, to establish the validity of a claim, is your responsibility.

The benefits payable under this Policy will be paid only once proof to our satisfaction has been supplied (as relevant) of your:

- date of birth; and
- Accidental Injury; or
- Terminal Illness; or
- Medical Crisis; or
- death;
- proof to our satisfaction of the validity of the claim;
- and this Policy Document being delivered to us.

Without limiting the above, proof of occurrence must be supported by:

- certification by a Doctor; and
- confirmatory investigations including but not limited to clinical, radiological, pathological and laboratory evidence.

Further, we may require an examination or other tests of you by a Doctor that we choose.

## Termination of Insurance

### Cancellation by You

You may cancel this Policy or cover provided by it at any time by calling **1300 131 103** between 8am and 7 pm (Sydney time), Monday to Friday, or by writing to us and returning your Policy Document and Policy Schedule to our office:

CommInsure  
Reply paid 8446  
PARRAMATTA WESTFIELD NSW 2150

Any such cancellation will take effect on the day we receive your notice of cancellation at our office unless we agree to the cancellation taking effect at some other time.

### Cancellation/Reinstatement by Us

Where any amount of premium remains unpaid for more than one calendar month beyond the Premium Due Date, cover under this Policy will cease. We will give written notice of such cancellation.

We may, at our option, allow this Policy to be reinstated if, up to six months after the date of cancellation, we receive such evidence as may be acceptable to us of your continued good health, together with the premiums in arrears.

If we agree to reinstate this Policy without evidence of health, that does not in any way prejudice or waive our right to require evidence of health on any subsequent occasion.

No benefit will be payable for anything that happened or first become apparent after cancellation and prior to the date of reinstatement.

We will not cancel cover under this Policy in response to a change in your health.

### Termination of this Policy

Without limiting the manner in which cover under this Policy, or the Policy may terminate, cover under this Policy will cease on the earliest occurrence of:

- your death;
- your diagnosis of Terminal Illness;
- the payment of a Medical Crisis Recovery Protection Benefit that reduces your Death and Terminal Illness Benefit to zero;
- the day before the Policy Anniversary Date occurring on or after your 70th birthday;
- cancellation by us because of non-payment of premium (please refer to 'Cancellation/Reinstatement by Us' on page 9); or
- cancellation by you.

On termination of the Policy, any Benefits being paid by us will cease.

The Accidental Death Benefit will cease on the earliest of:

- cancellation or termination of this Policy; or
- cancellation or termination of the Accidental Death Benefit.

The Medical Crisis Recovery Protection Benefit will cease on the earliest of:

- cancellation or termination of this Policy;
- cancellation or termination of the Medical Crisis Recovery Protection Benefit;
- payment of a Medical Crisis Recovery Protection Benefit; or
- the day before the Policy Anniversary Date occurring on or after your 60<sup>th</sup> birthday.

## Policy Definitions

For the purposes of this Policy, the following definitions apply unless the context otherwise requires.

**Accidental Death Benefit** means the Accidental Death Benefit as specified in the Policy Schedule.

**Accidental Death Benefit Commencement Date** means the date stated in your Policy Schedule as your Accidental Death Benefit Commencement Date. It is the date on which cover for the Accidental Death Benefit commences.

**Accidental Injury** means a physical injury caused solely and directly by violent, external and visible means (independently of sickness, medical or surgical treatment, or any other cause).

**Death Benefit** means the Death Benefit as specified in the Policy Schedule.

**CMLA/We/Us/Our/ComInsure** means The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809.

**Doctor** means a registered medical practitioner registered in Australia who is not you, or a relative or de facto partner of you.

If practising other than in Australia, your Doctor must have qualifications equivalent to a Doctor registered in Australia. CMLA must be satisfied of the Doctor's qualifications.

**Insured Event** means Death, Terminal Illness, Accidental Death as a result of Accidental Injury, or a defined Medical Crisis.

**Medical Crisis** means the first to occur, after the expiry of the Qualifying Period, of Aortic Surgery, Aplastic Anaemia, Blindness, Cancer, Chronic Kidney Failure, Diplegia, Heart Attack, Heart Valve Surgery, Hemiplegia, Major Head Trauma, Major Organ Transplant, Multiple Coronary Artery Bypass Surgery, Multiple Sclerosis, Paraplegia, Parkinson's Disease, Quadriplegia, Severe Burns or Stroke.

**Medical Crisis Recovery Protection Benefit** means the Medical Crisis Recovery Protection Benefit as specified in the Policy Schedule.

### **Medical Crisis Recovery Protection Benefit**

**Commencement Date** means the date stated in your Policy Schedule as your Medical Crisis Recovery Protection Benefit Commencement Date. It is the date on which cover for the Medical Crisis Recovery Protection Benefit commences.

**Policy Anniversary Date** means each anniversary of the Policy Commencement Date.

**Policy Commencement Date** means the date stated in your Policy Schedule as your Policy Commencement Date. It is the date cover under your Policy starts.

**Policy Schedule** means the latest schedule or endorsement letter issued by us for this Policy. The Policy Schedule includes additional details pertaining to your cover, and may be amended from time to time.

**Premium Due Date** means the Policy Commencement Date and the dates specified in the Policy Schedule as the due dates for payment of the premium.

**Qualifying Period** means

- the period prior to, or within of 90 days after your Medical Crisis Recovery Protection Benefit Commencement Date; or
- the period prior to, or within 90 days after the reinstatement date of your Policy, including the optional Medical Crisis Recovery Protection Benefit; or
- the period prior to, or within 90 days of an increase in the Medical Crisis Recovery Protection Benefit (but only in relation to the additional cover).



No Benefit will be paid for a Medical Crisis that occurs or is diagnosed, or procedure, or the symptoms became apparent either before or within the Qualifying Period.

**Terminal Illness** means a medical condition which first manifests itself after the Policy Commencement Date, and is reasonably expected to reduce your life expectancy to less than twelve (12) months, as certified by both:

- the Doctor treating the condition; and
- a Doctor nominated by us.

**Terminal Illness Benefit** means for you, the amount specified as such in the Policy Schedule which is payable by us in the event of you suffering a Terminal Illness before cover under this Policy ceases.

**you/your** means the person named as the Policyowner on your Policy Schedule. The Policyowner is the Life Insured under this Policy.

In this Policy, unless the context otherwise requires, words denoting the singular number include the plural number and vice versa.

## Medical Crisis Definitions

For the purpose of this Policy, the following definitions apply, unless the context otherwise requires:

**Aortic Surgery** means surgery to correct a narrowing, dissection or aneurysm of the thoracic or abdominal aorta but not its branches. Traumatic injury of the aorta and surgery performed using catheter techniques are specifically excluded.

**Aplastic Anaemia** means bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment, with at least one of the following:

- blood product transfusions;
- marrow stimulating agents;
- immunosuppressive agents; or
- bone marrow transplantation.

**Blindness** means the permanent loss of sight in both eyes due to sickness or injury to the extent that visual acuity is 6/60 or less in both eyes, or the visual field is reduced to 20 degrees or less of arc, whether aided or unaided, and all as certified by an ophthalmologist.

**Cancer** means any malignancy characterised by unlimited growth and which expands locally by invasion, but excluding malignancies which meet the following medical and/or histopathology classifications:

- Pre-malignant conditions
- Carcinoma in situ, including intraepithelial neoplasia, but not if:
  - the cancer is located in the breast and all breast tissue of the affected breast is removed, or
  - the cancer is located in a testis
- Cervical dysplasia, CIN1, CIN2 and CIN3
- Non-melanoma skin cancers, but not if the cancer has spread to another part of the body
- Prostate cancers which remain classified as TNM T1a, T1b or another equivalent or lesser classification, but not if the Gleason Score is 6 or more,
- Melanoma with a depth of invasion classified as Clark Level II or less, or a Breslow thickness of 1.5 mm or less
- Chronic Lymphocytic Leukaemia with a classification equivalent to Rai Stage 1 or less.

For the purpose of this definitions, 'carcinoma in situ' means a cancer in the stage of development when the cancer cells are still within their site of origin.

**Chronic Kidney Failure** means end stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which regular renal dialysis is instituted or renal transplantation is performed.

**Diplegia** means the total loss of function of both sides of the body due to sickness or injury where such loss of function is permanent.

**Heart Attack** means the death of part of the heart muscle (myocardium) as a result of inadequate blood supply. The diagnosis must be based on either:

- the following medical evidence:
  - i) elevation of cardiac enzyme CK-MB, or
  - ii) elevation in levels of Troponin I greater than 2.0 mcg/L or Troponin T greater than 0.6 mcg/L or their equivalent, and
  - iii) confirmatory new electrocardiogram (ECG) changes, or
  - iv) medical evidence satisfactory to us that the heart attack reduced the Left Ventricular Ejection Fraction to below 50% when measured at least six weeks after the heart attack, or
- any other medical evidence satisfactory to us which demonstrates that myocardial damage has occurred to at least the same degree of severity as would be evidenced by the medical evidence required under the first bullet point.

**Heart Valve Surgery** means Open Heart Surgery for treatment of cardiac defect/s, cardiac aneurysm or benign cardiac tumour/s.

**Hemiplegia** means the total loss of function of one side of the body due to sickness or injury, where such loss of function is permanent.

**Major Head Trauma** means injury to the head resulting in neurological deficit causing a permanent loss of at least 25% whole person function (as defined in the edition of the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment' current as at the date of this Policy Document).

**Major Organ Transplant** means the human to human transplant from a donor to you of

- one or more of the following organs:
  - kidney;
  - lung;
  - pancreas;
  - heart;
  - liver; or
- bone marrow.

The transplantation of all other organs or parts of organs or any other tissue transplant is excluded.

**Multiple Coronary Artery Bypass Surgery** means open chest surgery for the correction, by coronary artery bypass grafts (CABG), of two (2) or more coronary arteries which are narrowed or blocked but excluding angioplasty and/or any other intraarterial procedures. The surgery must have been proven necessary by means of coronary angiography.

**Multiple Sclerosis** means the unequivocal diagnosis of Multiple Sclerosis as confirmed by a consultant neurologist and characterised by demyelination in the brain and spinal cord evidenced by Magnetic Resonance Imaging or other investigations acceptable to us. There must have been more than one episode of well-defined neurological deficit with persisting neurological abnormalities.

**Paraplegia** means the permanent loss of the use of both legs or both arms, resulting from spinal cord sickness or injury.

**Parkinson's Disease** means the unequivocal diagnosis of Parkinson's Disease by a consultant neurologist where the consultant neurologist confirms that the condition:

- is the established cause of two or more of the following:
  - muscular rigidity
  - resting tremor
  - bradykinesia
- has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.

You must be under the established care and following the advice of a specialist neurologist.

**Quadriplegia** means the permanent loss of use of both arms and both legs resulting from spinal sickness or injury.

**Severe Burns** means tissue injury caused by thermal, electrical or chemical agents causing deep (third degree) burns to at least:

- 20% or more of the body surface area as measured by the age appropriate use of 'The Rule of Nines' or the Lund & Browder Body Surface Chart;
- both hands, requiring surgical debridement and/or grafting; or
- the face, requiring surgical debridement and/or grafting.

**Stroke** means a cerebrovascular accident or incident producing permanent neurological sequelae. This includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage, or embolisation from an extracranial source.

The following are excluded:

Cerebral symptoms due to:

- transient ischaemic attacks;
- reversible ischaemic neurological deficit; and
- migraine.

Cerebral injury resulting from:

- trauma;
- hypoxia; and
- vascular disease affecting the eye, optic nerve or vestibular function.

**1300 131 103**

8 am – 7 pm (Sydney time)

Monday to Friday

**[www.commbank.com.au/simplelifeinsurance](http://www.commbank.com.au/simplelifeinsurance)**

