# Lifestyle Protection

**Policy Document** 

For more information call

1300 131 103





# **Contents**

Important Notice		4				
Cooling-off Period  Definitions  Choice of Plans						
			Types of B	Types of Benefits		
				Bone Fracture Benefit		
	Bed Confinement Benefit	-				
	Accidental Death Benefit					
Out of Cou	untry	3				
Only One I	3enefit	3				
Reduction	of Benefits	8				
Disappeara	ance	8				
Exclusions		(				
Premiums	Premiums					
	Amount of Premiums Payable	1(				
	Payment of Premiums	10				
	Variation of Premiums	1(				
	Premium Adjustment	10				
	Payment Authority	10				
Claims		1				
	Payment of Claims	1				
	How to Make a Claim	1				
Termination of Policy		12				
	Cancellation by You	12				
	Cancellation/Reinstatement by Us	12				
	Termination of Cover	10				
General Pr	rovisions	10				
	Governing Law	10				
	Currency	10				
	Notices	10				

#### Important Information

Lifestyle Protection is issued by The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 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.

Contact Details for CMLA are:

Level 7 39 Martin Place Sydney NSW 2000

CMLA guarantees the benefits payable under Lifestyle Protection. All payments to and from CMLA under Lifestyle Protection policies 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.

# **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.

#### Cooling-off Period

From the date you receive a copy of this Policy Document, you have 30 days to consider whether Lifestyle Protection meets your needs. This is known as the cooling-off period. Within this period you may cancel Lifestyle Protection 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:

Comminsure PO Box 2576 SYDNEY SOUTH NSW 1235

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

#### **Definitions**

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

**Accidental Death** means death caused solely and directly by Accidental Injury. Accidental Death must occur while cover in respect of the Life Insured is in force.

Accidental Injury means physical injury caused solely and directly by violent, external and visible means (independently of sickness, medical or surgical treatment, or any other cause). The Accidental Injury must occur on or after the Commencement Date.

Bed Confinement means on the advice of a Medical Practitioner (confirmed in writing and if required by us, confirmed by a Medical Practitioner we appoint), because of Accidental Injury the Life Insured is, for a period of seven consecutive days or more, confined to bed rest for 24 hours per day under the full time care of a person acceptable to us (such a person need not be medically qualified). A written confirmation by the Life Insured's Medical Practitioner of this consecutive confinement must be provided to us.

**Bone Fracture** means a fracture to a bone where the continuity of the tissue of the bone is broken.

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

Life Insured means the Life Insured(s) stated in the Policy Schedule. The Policyowner may remove a Life Insured other than themselves and when you do this we will provide you a new Policy Schedule.

**Medical Practitioner** means a registered medical practitioner registered in Australia who is not you, a Life Insured, or a relative or de facto partner of you or a Life Insured. If practising other than in Australia, your Medical

Practitioner must have qualifications equivalent to a medical practitioner registered in Australia. CMLA must be satisfied of the Medical Practitioner's qualifications.

Policy Anniversary means each anniversary of the Commencement Date.

**Policyowner** means the person named as such in the Policy Schedule. Throughout this Policy the Policyowner is also referred to as 'you' or 'your'.

**Policy Schedule** means the latest schedule issued by us to this Policy. The Policy Schedule includes additional details pertaining to the cover, Life Insured and the Policyowner and may be amended from time to time.

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

CMLA/we/us/our means The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 (CMLA).

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

# Choice of Plans

On application you were given the choice to take out the Standard Plan or the Premier Plan, with the option you have chosen stated on the Policy Schedule. The amount of any benefit payable under the Policy will depend on the plan you have chosen. You can change plans at any time provided we have agreed to your change and any change will be effective from the date we advise you. Should you change plans you will be given a new Policy Schedule which will have the premium rate that will apply to you for that plan.

# Types of Benefits

Subject to the terms and conditions of this Policy, if the insured event happens after the Commencement Date and while cover is in force under this Policy in respect of the Life Insured we will pay a benefit as set out in this section. We will pay a benefit to the Policyowner or, if a benefit is payable because of your death, to your personal legal representative(s).

#### **Bone Fracture Benefit**

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury and that Accidental Injury directly results, independently of any other cause, in that Life Insured having suffered a Bone Fracture of the type listed in the table on page 6 and diagnosis of the Bone Fracture is made within 90 days of the Accidental Injury we will pay the relevant Bone Fracture benefit listed in the table on page 6 once proof to our satisfaction has been supplied of the Life Insured's Accidental Injury and diagnosis of the Bone Fracture.

Type of Bone Fracture	Bone Fracture Benefit	
	Standard Plan	Premier Plan
Bone Fracture of hip or pelvis	\$5,000	\$10,000
Bone Fracture of skull	\$3,000	\$6,000
Bone Fracture of thigh, heel, upper arm	\$2,500	\$5,000
Bone Fracture of ankle, lower leg, shoulder blade, elbow	\$2,000	\$4,000
Bone Fracture of lower jaw, collarbone	\$1,500	\$3,000
Bone Fracture of lower arm, wrist	\$1,250	\$2,500
Bone Fracture of vertebrae	\$1,000	\$2,000
Bone Fracture of sternum, kneecap	\$750	\$1,500
Bone Fracture of cheekbone	\$750	\$1,500
Bone Fracture of hand, foot	\$500	\$1,000
Bone Fracture of ribs, coccyx	\$500	\$1,000
Bone Fracture of toes, thumbs or fingers	\$250	\$500

The Bone Fracture benefit is payable only once for any one Accidental Injury. The largest applicable Bone Fracture benefit will be paid when multiple Bone Fractures are received in any one accident.

#### **Bed Confinement Benefit**

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury and that Accidental Injury directly results, independently of any other cause and within 90 days of Accidental Injury, in the Life Insured's Bed Confinement for a consecutive period of seven days or more, we will pay the Bed Confinement benefit stated in the table below once proof to our satisfaction has been supplied of the Life Insured's Accidental Injury and Bed Confinement of seven days or more.

	Standard Plan	Premier Plan
Bed Confinement Benefit	\$1,000	\$2,000

The Bed Confinement Benefit is payable only once for any one Accidental Injury.

#### **Accidental Death Benefit**

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury and that Accidental Injury directly results, independently of any other cause, in that Life Insured's Accidental Death within 90 days of the Accidental Injury we will pay the Accidental Death benefit listed in the table below once proof to our satisfaction has been supplied of the Life Insured's Accidental Death.

	Standard Plan	Premier Plan
Accidental Death Benefit	\$5,000	\$10,000

The Accidental Death cover for a Life Insured ceases on the death of the Life Insured.

# **Out of Country**

If both the Accidental Injury and the resulting Bed Confinement or Bone Fracture or Accidental Death occur while outside of Australia and a benefit is payable under this Policy, the benefit payable will be double the appropriate amount.

# Only One Benefit

Only one of Bone Fracture benefit, Bed Confinement benefit or Accidental Death benefit will be paid for multiple benefits that result from the same Accidental Injury for each Life Insured. We will pay the largest benefit that may apply.

# **Reduction of Benefits**

Any benefits payable under this Policy will reduce by 50% of that otherwise payable, if before the date of Accidental Injury the Life Insured attains age 85.

# Disappearance

If the body of a Life Insured has not been found within twelve months of the date of disappearance, at our discretion we may treat the disappearance as death as a result of an Accidental Injury. If we treat the disappearance as death as a result of an Accidental injury, we will pay the Accidental Death benefit as a result of an Accidental Injury if we are given a written undertaking by the recipient in the form acceptable to us that the benefit will be refunded to us if it is later found that the Life Insured did not die as a result of an Accidental Injury.

## **Exclusions**

Cover is not provided under this Policy when the Accidental Injury or Accidental Death:

- is due to a war or act of war, whether declared or not, except death while on war service;
- occurs while the Life Insured is under the influence of alcohol where their 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 Medical Practitioner;
- occurs while the Life Insured is acting either as a pilot or crew member, or while a passenger, other than a fare-paying passenger, in any aircraft;
- is due directly or indirectly as a result of the Life Insured committing or attempting to commit an assault, battery or criminal offence or act of terrorism;
- is intentionally self-inflicted, due to suicide or directly or indirectly due to attempted suicide or self harm;
- occurs while the Life Insured is engaged in any professional sport;
- occurs while the Life Insured is driving or riding in any kind of race:
- occurs if the Life Insured has been diagnosed as having osteoporosis (applies to a Bone Fracture Benefit only);
- 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; or
- is caused by post traumatic stress disorder.

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

## **Premiums**

#### **Amount of Premiums Payable**

The amount of premiums payable, subject to the terms and conditions of this Policy, are dependent on:

- the plan you choose; and
- whether you have also selected to cover your partner or spouse.

#### **Payment of Premium**

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.

#### Variation of Premiums

We reserve the right to vary the premium rate at any Policy Anniversary upon giving you three months prior written notice of such variation. We will only make a variation if a similar variation is or will be made in respect of all Lifestyle Protection policies issued on 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.

Premiums will also change if you change your choice of plan (refer to the section, 'Choice of Plans', on page 5).

#### **Payment Authority**

Payment of premiums may be made by charge to a credit card account (acceptable to us) or by direct debit to a bank account (acceptable to us). You may change your method of payment by contacting us but 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.

## **Claims**

#### **Payment of Claims**

Benefits will be paid to you or, in the event of your death, to your personal legal representative(s). Payment of a benefit by us in accordance with this clause will operate as a complete discharge to us of our obligations under this Policy in respect to that benefit.

#### How to Make a Claim

Claims should be made within 30 days of the insured event or diagnosis of a Bone Fracture.

Call 1300 131 103 between 8 am 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 of the Life Insured's:

- date of birth:
- Accidental Injury;
- Bone Fracture, Bed Confinement or Accidental Death; and
- validity of the claim.

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

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

Further we may require an examination or other tests of the Life Insured by a Medical Practitioner 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 8 am 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 PO Box 2576 SYDNEY SOUTH NSW 1235

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 each Life Insured's continued good health, together with the premiums in arrears, plus interest as determined by us.

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.

However, cover is not provided under this Policy in respect of Accidental Injury where the accident causing that injury occurred after any such cancellation by us and prior to such reinstatement.

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

#### Termination of Cover

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

- death of the Life Insured; or
- the Life Insured's 95th birthday.

Cover under this Policy will cease for all Lives Insured on the earliest occurrence of:

- death of the Policyowner;
- the Policyowner's 95th birthday;
- cancellation by us because of non-payment of premiums (please refer to 'Cancellation/Reinstatement by Us' on page 12); or
- cancellation by you.

#### **General Provisions**

#### **Governing Law**

This Policy is governed by the laws of the State of New South Wales.

## Currency

All payments made under this Policy, either to or by us, shall be in Australian currency.

#### **Notices**

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.

13

12 |