

# Accident 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 Accident 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.

**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.

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

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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.

## 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:

CommInsure  
Reply Paid 8446  
PARRAMATTA WESTFIELD NSW 2150

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 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 Policy Commencement Date or for Temporary Disablement Protection, on or after the Temporary Disablement Protection Commencement Date (where applicable).

**Bed Confinement** means on the advice of a Doctor (confirmed in writing and if required by us, confirmed by a Doctor we appoint), and because of illness the Life Insured is, for a period of at least seven consecutive days from the Date of Disablement, 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). We will only accept the Doctor's written confirmation for the period of Bed Confinement after the date the confirmation is written.

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

**Date of Disablement** means the date occurring on or after the Temporary Disablement Protection Commencement Date on which a Doctor certifies the Life Insured unfit for work.

**Doctor** means a medical practitioner registered in Australia who is not you, a Life Insured, or a relative or de facto partner or spouse of you or a Life Insured. If practising other than in Australia, the Life Insured's Doctor must have qualifications equivalent to a Doctor registered in Australia. We must be satisfied of the Doctor's qualifications.

**Illness** means sickness, disease, or disorder that manifests itself on or after the Temporary Disablement Protection Commencement Date.

**Insured Event** means each of the death, Total and Permanent Disablement, or Total and Temporary Disablement (Temporary Disablement Protection only) of a Life Insured in all cases resulting from an Accidental Injury or an Illness (Temporary Disablement Protection only).

**Life Insured or Lives Insured** means a person whose life is insured under the Policy. This can be you and your partner or spouse.

**Local Time** means the time in the place in Australia where the relevant Life Insured resides.

**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 (other than Temporary Disablement Protection) under your Policy starts. Where after the Policy Commencement Date you add a Life Insured, we will tell you the commencement date of cover for the Life Insured.

**Policy Schedule** means the latest schedule or endorsement letter issued by us for 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 Policy Commencement Date and the dates specified in the Policy Schedule as the due dates for payment of the premium.

**Public Holiday Period** means:

- a period of not less than three consecutive days comprising a Saturday and a Sunday together with one or more gazetted public holidays for the whole of the State or Territory in Australia in which the relevant Life Insured resides at the time of the accident; or
- a period of not less than two consecutive days, excluding a Friday and a Monday, where each of these days is a gazetted public holiday for the whole of the State or Territory in Australia in which the relevant Life Insured resides at the time of the accident.

A Public Holiday Period will commence at 6pm Local Time on the day before the first full day of such Public Holiday Period and end at 6am Local Time on the day following such Public Holiday Period.

**Public Transport** means any vehicle, including an aeroplane, bus, taxi, train or ferry, licensed to carry members of the public as fare-paying passengers.

**Temporary Disablement Protection** means the cover that comprises both the Injury Benefit and the Illness Benefit. This is an optional cover. Your Policy Schedule will state whether a Life Insured has Temporary Disablement Protection.

### **Temporary Disablement Protection Benefit**

**Commencement Date** means the date stated in your Policy Schedule as the commencement date for the Temporary Disablement Protection Benefit.

**Total and Permanent Disablement** means:

- that the Life Insured has become wholly and permanently incapacitated so as to render it impossible for that Life Insured to ever resume or commence any work or attend to any occupation, business or profession for remuneration, gain or reward;
- where the Life Insured is engaged solely in performing unpaid domestic duties at the time of the relevant accident, that the Life Insured has become wholly and permanently unable to perform the tasks associated with those duties; or
- that the Life Insured has suffered the complete and irrevocable loss of sight in both eyes, or the complete and irrevocable loss of hearing in both ears.

**Total and Temporary Disablement** means that the Life Insured is unable to perform the occupation, business or profession which he or she was performing immediately before the Date of Disablement and from which he or she received wages, salary or income on a regular full time basis (at least 30 hours per week) for at least three months prior to but not after the Date of Disablement and is under the regular care of and following the treatment recommended by a Doctor.

**you/your** means the person named as the Policyowner on your Policy Schedule.

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

## Accident Protection Benefits

Subject to the terms and conditions of this Policy, if the Insured Event happens after the Policy 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 you or, in the event of your death, to your personal legal representative(s).

### **Basic Accident Benefit**

Subject to the terms and conditions of this Policy, we will pay the Basic Accident Benefit specified in the Policy Schedule, if a Life Insured sustains an Accidental Injury and that injury results, independently of any other cause, in that Life Insured's death or Total and Permanent Disablement within six months of the Accidental Injury, and after proof to our satisfaction has been provided of:

- the Life Insured's death; or
- Total and Permanent Disablement, as applicable; and
- date of birth; and
- the validity of the claim; and

this Policy Document has been delivered to us.

If more than one person is insured under this Policy, we will return it to you after the claim has been finalised.

This Policy only allows for the payment of Benefits in the event of either the death or the Total and Permanent Disablement of a Life Insured. Upon any Benefit becoming payable under this Policy by reason of a Life Insured's Total and Permanent Disablement, no further Benefits are payable in the event of the death of that Life Insured whether as a result of Accidental Injury sustained in the same or any other accident.

Total and Permanent Disablement cover ceases on the day before the Policy Anniversary Date occurring on or after the 65th birthday of the Life Insured.

## Accident Protection Benefits

### **Holiday Protection Benefit**

Subject to the terms and conditions of this Policy, we will pay the Holiday Protection Benefit specified in the Policy Schedule, in addition to the Basic Accident Benefit, if a Life Insured sustains an Accidental Injury during a Public Holiday Period.

This Benefit will be paid only if the Basic Accident Benefit is payable and after proof to our satisfaction has been provided that the Accidental Injury occurred during a Public Holiday Period.

If a Life Insured sustains an Accidental Injury in circumstances where both the Holiday Protection Benefit and the Public Transport Protection Benefit would otherwise apply, we will pay the amount applicable to only one such type of Benefit.

### **Public Transport Protection Benefit**

Subject to the terms and conditions of this Policy, we will pay the Public Transport Protection Benefit specified in the Policy Schedule, in addition to the Basic Accident Benefit, if a Life Insured sustains an Accidental Injury while as a fare-paying passenger in a form of Public Transport.

This Benefit will be paid only if the Basic Accident Benefit is payable and after proof to our satisfaction has been provided that the accident occurred while that Life Insured was a fare-paying passenger on a form of Public Transport.

If a Life Insured sustains an Accidental Injury in circumstances where both the Public Transport Protection Benefit and the Holiday Protection Benefit would otherwise apply, we will pay the amount applicable to only one such type of Benefit.

### **Special Joint Insured Benefit**

Subject to the terms and conditions of this Policy, we will pay the Special Joint Insured Benefit specified in the Policy Schedule, in addition to the Basic Accident Benefit, where there is more than one Life Insured and both the Lives Insured die within two years of each other.

This Benefit is payable only if the Basic Accident Benefit is payable on both lives, following the death of the last surviving Life Insured. The Special Joint Insured Benefit is not payable if you die first.

Where the Special Joint Insured Benefit becomes payable, the amount payable will be determined by subtracting from the Special Joint Insured Benefit specified in the Policy

Schedule the sum of all amounts of Basic Accident Benefit, Holiday Protection Benefit and Public Transport Protection Benefit that have been paid or become payable with respect to either or both of the Lives Insured. The Special Joint Insured Benefit can be a nil amount.

### **Credit Card Benefit**

Subject to the terms and conditions of this Policy, we will pay the Credit Card Benefit as specified in the Policy Schedule, in addition to the Basic Accident Benefit, where premiums due under this Policy are paid by charge to a credit card account and a Basic Accident Benefit becomes payable as a result of Total and Permanent Disablement, we will pay an amount equal to the outstanding balance on that credit card account as calculated below.

The outstanding balance is calculated as at the date of the Accidental Injury giving rise to the payment of that Basic Accident Benefit, and will not exceed the lesser of:

- \$10,000; and
- the credit limit on that credit card account.

This Benefit will be paid after proof to our satisfaction has been provided of the amount owing on that date.

## Temporary Disablement Protection Benefit (optional cover)

Subject to the terms and conditions of this Policy, if the Insured Event happens after the Temporary Disablement Protection Benefit Commencement Date and while the cover is in force under this Policy, in respect of a Life Insured, we will pay a Benefit as set out in this section. We will pay a Benefit to you.

### **Injury Benefit**

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury directly resulting in Total and Temporary Disablement for longer than 30 days from the Date of Disablement, we will pay the Injury Benefit, specified in the Policy Schedule, for each month the Life Insured continues to suffer Total and Temporary Disablement as a result of Accidental Injury.

If the Injury Benefit is payable, it will be backdated to the first day of disablement. Benefits are paid monthly in arrears.

The maximum period of time for which an Injury Benefit will be paid for is:

- six months in any 12 consecutive months from any one particular or related cause; or
- 12 months in total during the life of the Policy.

If we have paid the Injury Benefit and the Life Insured again suffers Total and Temporary Disablement as a result of Accidental Injury, within six months of the last Injury Benefit payment, from a recurrence of the same or related Accidental Injury, while the cover is current, that Accidental Injury will be taken to be a continuation of the prior Total and Temporary Disablement.

### **Illness Benefit**

Subject to the terms and conditions of this Policy, if the Life Insured suffers an Illness resulting in Total and Temporary Disablement requiring Bed Confinement then we will pay the Illness Benefit specified in the Policy Schedule.

The Illness Benefit is payable once in any 12 month period for the same or related Illness. No more than 12 Illness Benefit payments will be made for the life of the Policy for each Life Insured.

## Exclusions

Cover is not provided under this Policy if the Accidental Injury or Illness:

- is due to 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 Doctor;
- occurs as a direct result of the Life Insured acting either as a pilot or crew member, or while a passenger, other than a fare-paying passenger, in any aircraft;
- results directly or indirectly from the Life Insured committing or attempting to commit an assault, battery or criminal offence or act of terrorism;
- is intentionally self-inflicted or directly or indirectly due to attempted suicide;
- occurs while the Life Insured is participating in any professional sport;
- occurs while the Life Insured is driving or riding in any kind of race or trial;
- is caused by post traumatic stress disorder;
- 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;
- is the direct or indirect result of complication of pregnancy or childbirth (Temporary Disablement Protection Benefit only); or
- results from symptoms (for which a reasonable person in the circumstances would have tried to receive advice, care or treatment from a Doctor) occurred during the 12 months prior to the Temporary Disablement Protection Benefit Commencement Date (Temporary Disablement Protection Benefit only).

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 shall, subject to the terms and conditions of this Policy, be determined by reference to the monthly premium amount as specified in the Policy Schedule.

### **Policy Changes and Premium Recalculations**

If you increase or reduce your Accident Protection cover, if you add or remove the Temporary Disablement Protection Benefit, or if you add or remove a spouse or partner during the life of the Policy, the monthly premium will generally change. You will be notified of the new premium payable on a new Policy Schedule, and the change will take effect from the next monthly Premium Due Date.

### **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.

### **Variation of Premiums**

We reserve the right to vary the premium rate at any Policy Anniversary Date 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 Accident Protection policies issued in the same terms as this Policy.

There is no reduction in premium on the cessation of Total and Permanent Disablement cover under this Policy at age 65.

### **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, your personal legal representative(s) or other persons as directed in writing. Payment of a Benefit 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.

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 (as relevant) of the Life Insured's:

- date of birth; and
- Accidental Injury; or
- Illness; or
- Total and Temporary Disablement; or
- Total and Permanent Disablement; or
- death; and
- proof to our satisfaction of the validity of the claim.

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 the Life Insured 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 8 am and 7 pm (Sydney time), Monday to Friday, or by writing to us and returning your Policy Document and Policy Schedule to:

Commlnsure  
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 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;
- Illness (if applicable) where the Illness occurred after any such cancellation by us and prior to Policy 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 of:

- cancellation by us, or by you;

- death of the Life Insured;
- Total and Permanent Disablement of a Life Insured; or
- the day before the Policy Anniversary Date occurring on or after the Life Insured's 75th birthday.

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

- cancellation by you;
- your death;
- your Total and Permanent Disablement;
- the day before the Policy Anniversary Date occurring on or after your 75th birthday; or
- cancellation by us because of non-payment of premium (please refer to 'Cancellation/Reinstatement by Us' on page 14).

In respect to the optional Temporary Disablement Protection Benefit, cover will cease for a Life Insured on the earliest of:

- cancellation by us, or by you;
- when 12 monthly Injury Benefit payments have been made due to an Accidental Injury resulting in their Total and Temporary Disablement;
- when 12 Illness Benefit payments have been made due to an Illness resulting in their Total and Temporary Disablement requiring Bed Confinement;
- the day before the Policy Anniversary occurring on or after the Life Insured's 65th birthday; or
- the Policy ends.

In respect of the optional Temporary Disablement Protection Benefit, cover will cease for all Lives Insured on the earliest of:

- cancellation by you;
- when 12 monthly Injury Benefit payments have been made due to an Accidental Injury resulting in your Total and Temporary Disablement;
- when 12 Illness Benefit payments have been made due to an Illness resulting in your Total and Temporary Disablement requiring Bed Confinement;
- the day before the Policy Anniversary Date occurring on or after your 65th birthday; or
- the Policy ends.

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



**1300 131 103**

8 am – 7 pm (Sydney time)

Monday to Friday

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

