

Injury Cash 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 Injury Cash 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 Injury Cash Protection meets your needs. This is known as the cooling-off period. Within this period you may cancel Injury Cash 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
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.

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 where a spouse or partner has been added to the Policy as a Life Insured, after their commencement date of cover.

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 Accidental Injury the Life Insured is, for a specific period, 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). If the advised period of Bed Confinement exceeds seven days, a written confirmation by a Doctor must be issued at least every seven days. 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 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, a Life Insured, or a relative or de facto partner 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.

Homecare Assistance Expenses means any reasonable household expenses (other than medical expenses) that may be incurred in the event of Bed Confinement.

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

Permanent and Total Disability means (as it applies) due to an Accidental Injury:

- in respect of a hand, complete and permanent severance at or above the wrist joint or permanent and total loss of use to a hand;
- in respect of a foot, complete and permanent severance at or above the ankle joint or permanent and total loss of use to a foot;
- the total and irrecoverable loss of the entire sight thereof to an eye;
- the total and irrecoverable loss of speech; or
- the total and irrecoverable loss of hearing in both ears.

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. Where after 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.

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.

Choice of Plans

On application you were given the choice to take out the Standard Plan, the Premier Plan, or the Premier Plus 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. If your partner or spouse is a Life Insured under the Policy, the plan will be adjusted for them also.

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 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).

Daily 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, we will pay the Daily Bed Confinement Benefit (stated in the table below) for the second and subsequent days of Bed Confinement for a maximum of 90 days of Bed Confinement resulting from the same Accidental Injury, once proof to our satisfaction has been supplied of the Life Insured's Bed Confinement.

If the Life Insured requires a subsequent period of Bed Confinement resulting from the same Accidental Injury and this subsequent Bed Confinement is:

- within 90 days of the cessation of the previous covered period of Bed Confinement, then the Daily Bed Confinement Benefit is payable beginning with the first day of Bed Confinement; or
- after 90 days of the cessation of the previous covered Bed Confinement, then the Daily Bed Confinement Benefit is payable beginning with the second day of Bed Confinement.

In either case the Daily Bed Confinement Benefit is payable for no longer than 90 days in total, including the initial period of Bed Confinement.

Benefit	Standard Plan	Premier and Premier Plus Plans
Daily Bed Confinement Benefit	\$200 per day	\$400 per day

Types of Benefits

Out of Country Daily Bed Confinement Benefit

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury outside of Australia and that Accidental Injury directly results, independently of any other cause and within 30 days of the Accidental Injury, in the Life Insured's Bed Confinement outside of Australia, we will pay the Out Of Country Daily Bed Confinement Benefit, shown in the table below for a maximum of 90 days of Bed Confinement resulting from the same Accidental Injury for the second and subsequent days of Bed Confinement outside of Australia.

The Out of Country Daily Bed Confinement Benefit is payable in addition to and only if the Daily Bed Confinement Benefit is being paid to you.

The Out of Country Daily Bed Confinement Benefit will cease if the Life Insured returns to Australia.

If the Life Insured requires a subsequent period of Bed Confinement outside of Australia resulting from the same Accidental Injury and this subsequent Bed Confinement outside of Australia is:

- within 90 days of the cessation of the previous covered period of Bed Confinement, then the Out of Country Daily Bed Confinement Benefit is payable beginning with the first day of Bed Confinement; or
- after 90 days of the cessation of the previous covered Bed Confinement, then the Out of Country Daily Bed Confinement Benefit is payable beginning with the second day of Bed Confinement.

In either case the Out of Country Daily Bed Confinement Benefit is payable for no longer than 90 days in total, including the initial period of Bed Confinement outside of Australia.

Benefit	Standard Plan	Premier and Premier Plus Plans
Out of Country Daily Bed Confinement Benefit	\$200 per day	\$400 per day

Homecare Assistance Benefit

Subject to the terms and conditions of this Policy, if due to Bed Confinement, the Life Insured incurs Homecare Assistance Expenses, we will reimburse these expenses for a maximum period of 45 days up to the maximum Homecare Assistance Benefit shown in the table below per day of Bed Confinement once proof to our satisfaction has been supplied of:

- payment/occurrence of Homecare Assistance Expense; and
- the expense is reasonable in the circumstances.

The Homecare Assistance Benefit is payable in addition to and only if the Daily Bed Confinement Benefit is paid to you and the Accidental Injury or Bed Confinement does not occur outside of Australia.

Benefit	Standard Plan	Premier and Premier Plus Plans
Homecare Assistance Benefit	up to \$75 per day	up to \$150 per day

Types of Benefits

Permanent and Total Disability Benefit

Subject to the terms and conditions of this Policy, if the Life Insured sustains an Accidental Injury and that injury directly results, independently of any other cause, in that Life Insured suffering Permanent and Total Disability in the circumstances listed in the table below within 90 days after the date of the Accidental Injury, we will pay the applicable Benefit listed in the table below, once proof to our satisfaction has been supplied of the Life Insured's Permanent and Total Disability.

The largest applicable Permanent and Total Disability Benefit will be paid when multiple Permanent and Total Disabilities are received as a result of any one Accidental Injury.

The Permanent and Total Disability Benefit can only be paid once for each Life Insured during the term of this Policy.

Payment of the Permanent and Total Disability Benefit for a Life Insured ceases all cover for that Life Insured under this Policy.

	Permanent and Total Disability Benefit		
Permanent and Total Disability to:	Standard Plan	Premier Plan	Premier Plus Plan
Both hands or both feet	\$100,000	\$200,000	\$300,000
Both eyes	\$100,000	\$200,000	\$300,000
One hand and one foot	\$100,000	\$200,000	\$300,000
One hand and one eye	\$100,000	\$200,000	\$300,000
One foot and one eye	\$100,000	\$200,000	\$300,000
One hand, one foot or one eye	\$50,000	\$100,000	\$150,000
Speech	\$75,000	\$150,000	\$225,000
Hearing in both ears	\$75,000	\$150,000	\$225,000

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 75.

Exclusions

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

- 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 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;
- 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, directly or indirectly due to attempted suicide or directly or indirectly due to self-harm;
- 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, 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, is dependent on:

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

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 Injury Cash Protection policies issued in the same terms as this Policy.

Policy Changes and Premium Recalculations

If you change plans, or add or remove a spouse or partner during the life of the Policy, the monthly premium will generally change. You will be notified on a new Policy Schedule, and the change will take effect from the next monthly Premium Due Date.

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 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 Accidental Injury. 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 in such form as we require, as soon as is reasonably practicable after the occurrence of an Accidental Injury. 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;
- Accidental Injury;
- Bed Confinement, Homecare Assistance or Permanent and Total Disability; and
- proof to our satisfaction of the validity of the claim.

Additionally, if claiming the Out of Country Daily Bed Confinement Benefit, proof to our satisfaction must be supplied of the Life Insured's being outside of Australia.

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:

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 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 Insurance

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:

- cancellation by us or by you;
- death of the Life Insured;
- Permanent and Total Disability of the Life Insured; or
- the day before the Policy Anniversary Date occurring on or after the Life Insured's 99th birthday.

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

- your death;
- your Permanent and Total Disability;
- the day before the Policy Anniversary Date occurring on or after your 99th birthday;
- cancellation by us because of non-payment of premium (please refer to 'Cancellation/Reinstatement by Us' on page 15); or
- cancellation by you.

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

1300 131 103

8 am – 7 pm (Sydney time)

Monday to Friday

www.commbank.com.au/simplelifeinsurance

