

# Total Care Plan Super

## Policy Document

This document is an agreement between Colonial Mutual Superannuation Pty Ltd ABN 56 006 831 983 AFSL 235025 RSEL L002769 the Trustee of the Colonial Super Retirement Fund ABN 40 328 908 469 RSER R1067361 SFN 2933/419/40 and The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (the Insurer).

The Trustee holds this agreement on your behalf as the Life Insured.

This document is issued by The Colonial Mutual Life Assurance Society Limited, Level 7, 39 Martin Place, SYDNEY NSW 2000.

**Important information**

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 (CMLA) (the Insurer) is a wholly owned subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124. Commonwealth Bank of Australia and its subsidiaries do not guarantee the obligations or performance of the Insurer or the products it offers. CommInsure is a registered business name of The Colonial Mutual Life Assurance Society Limited.

For the purposes of this document, the terms 'we', 'our' and 'us' will refer to The Colonial Mutual Life Assurance Society Limited, the 'Life Company' issuing the life insurance Policy.

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# Overview

## About Colonial Super Retirement Fund – Protection Category of membership

The Colonial Super Retirement Fund (the Fund) is a public offer superannuation fund and is designed for employed people who wish to save for their retirement.

The Protection Category is a category of membership within the Fund and is designed for persons who are self-employed, employed or eligible spouses, who wish to obtain life and disability insurance cover to provide a benefit:

- in the event of death, or
- in the event of Total and Permanent Disablement.

The Protection Category provides insurance benefits only and has no savings component. When you join the Fund in the Protection Category of membership, the Trustee purchases a Total Care Plan Super Policy (the Policy) on your behalf from the Insurer. This Policy can be tailored to meet your needs, including the level of insurance cover required. Contact details are located on the inside back cover of this Policy Document.

### Type of cover

Total Care Plan Super is based on a comprehensive insurance policy with two important elements:

- Life Care, which pays a lump sum in the event of death or Terminal Illness, and
- Total and Permanent Disability Cover (TPD Cover), which pays a lump sum on Total and Permanent Disablement.

You can select Life Care individually, or TPD Cover with Life Care, provided the benefit amount of TPD Cover does not exceed the Life Care benefit and subject to our maximum benefit limits.

### Worldwide cover

This Policy provides cover 24 hours a day anywhere in the world.

### Premiums

The cost of the Total Care Plan Super Policy is based on the Life Insured's age, health, gender, whether or not they smoke, any sporting or recreational activities in which they participate and the type and level of insurance selected. The Life Insured's occupation may also affect the cost of cover. Generally, the cost of cover increases as the Life Insured gets older unless the Level Premium Rate option applies and the Policy Anniversary Date preceding the Life Insured's 65th birthday has not occurred. Tables of premium rates are available on request.

Premiums are payable annually in advance and can also be paid in monthly, quarterly or half-yearly instalments by a method approved by us.

The Policy may be cancelled if premiums are not paid within 30 days of the Premium Due Date. Future premium rates are not guaranteed to be the same as current rates. We reserve the right to change these for all policies in a group.

Premiums for all benefits outlined in this Policy will be placed in the Life Company's No.1 Statutory Fund and insurance claims will be paid from that fund. Total Care Plan Super does not acquire a surrender or cash-in value at any point.

### Upgrade provision

Future versions of this Policy may be introduced. If this happens, all policies in a group will be upgraded to include the improved terms and conditions within a reasonable time frame (generally on the next Policy Anniversary Date), but only if no policy in that group will be disadvantaged.

Improved terms and conditions may not apply in respect of any pre-existing conditions at the time the improvement took place.

### Limitation of benefit payments

- The payment of a benefit to you is subject to the terms of the Policy and the Trustee will not pay a benefit greater than the amount actually received by the Trustee from the Life Company under the Policy. Further, no ancillary benefit will be provided by the Trustee if not provided by the Life Company. The Trustee can vary the contractual arrangements for insurance at any time.
- If a benefit is payable under the Policy, the benefit will be paid to the Trustee and then paid in accordance with the Trust Deed. We do not pay any interest on benefits for the time it takes us to assess the Trustee's entitlement to, and to process payment of, those benefits unless the time we take is unreasonable.
- There may be instances where a TPD Cover benefit or a Terminal Illness Benefit becomes payable under the Policy but it must be preserved in the Fund until a preserved benefit condition of release is satisfied.

### Straightforward insurance with CommInsure

CommInsure offers a fresh approach to insurance through innovation, simplicity, competitive products and responsive service. As well as the Total Care Plan Super Policy, we provide a wide range of products to help with your insurance needs.

CommInsure is a leader in the Australian insurance industry and part of the Commonwealth Bank Group.

# Policy conditions

## 1. Interpreting this Policy Document

### **This Policy is a contract**

This Policy is a contract that consists of:

- the Application for Total Care Plan Super
- any other documents which you have signed for the purpose of this Policy
- the Policy conditions in this document
- the latest Policy Schedule we have issued for this Policy, and
- any document we have issued which records an authorised variation to this Policy.

### **Alterations and variations**

No change to this Policy shall be valid unless we confirm the change in writing.

### **Cancellation of an existing policy**

If you indicated in your Application that this Policy would replace certain existing or proposed cover that insures the Life Insured, your cover under this Policy is conditional on that existing or proposed cover being cancelled before the occurrence of an insured event under the existing or proposed cover. Until this cancellation occurs, you will not be covered under this Policy despite any provision in it to the contrary. If your cover under this Policy exceeds the existing or proposed cover to be replaced, this condition will not apply to the cover under this Policy to the extent that it exceeds the existing or proposed cover.

### **Changes in the law**

We may vary any of the terms and conditions of this Policy (including premiums) immediately, if there is a material change to the law and as a result:

- it becomes impossible or impractical to carry out our obligations under the Policy
- the basis of taxation of CMLA or this Policy is changed
- government levies relating to CMLA or this Policy are imposed or changed, or
- the provisions of the Policy would otherwise become inconsistent with the law.

We will immediately notify you of any variation of this Policy which we make under this condition.

This condition does not apply to the extent that it would prevent the Policy from being treated as life insurance business under the Life Insurance Act 1995 (or any legislation that replaces it).

### **Cooling-off period**

From the date you are issued with an interest in Total Care Plan Super, you have 28 days to check that Total Care Plan Super meets your needs. This is known as the 'cooling-off period'. Within this time you may cancel Total Care Plan Super and, subject to preservation rules, receive a full refund of any premiums (and charges) paid less any applicable tax. If you wish to cancel, we ask that you put your request in writing and send it to us with your copy of the Policy Document and the Policy Schedule.

### **Currency**

All payments made in connection with this Policy, whether to us or by us, must be made in Australian currency.

### **Guaranteed renewable**

Provided premiums are paid within 30 days of the Premium Due Date, this Policy will remain in force until all cover under it ceases and we cannot cancel this Policy, increase the premium rates for this Policy or place any further restrictions on the cover presently provided by this Policy as a result of:

- the number of claims made under this Policy, or
- any change in the Life Insured's state of health, occupation or pastimes.

### **Legal interpretation**

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

### **Notices**

Any notice you give to us under this Policy must be given to us in writing. Any notice which we give to you must also be given in writing, and will be effective if it is delivered personally, or delivered to, or posted to, the address last known to us.

### **Policy Schedule**

The Policy Schedule contains the individual details of your Policy and must be read in conjunction with these Policy conditions.

### **References**

In this Policy Document a reference to 'you' or 'your' is a reference to the Policy Owner (the Trustee) named in the Policy Schedule. Where the context permits, it also includes the person whose name appears in the Policy Schedule as the Life Insured. However, in the context of any payment we make, or any changes to the Policy, 'you' and 'your' only refers to the Policy Owner.

## 2. Important definitions

### **Accidental Death Cover**

Accidental Death Cover is the optional benefit payable on the death of the Life Insured as a result of an Accident. The amount of the benefit is that shown in the Policy Schedule together with any increases as a result of Automatic Indexation.

### **Annual Premium**

This is the Annual Premium specified in the Policy Schedule and includes the premiums for the benefits attached to this Policy and the Policy Fee.

### **Automatic Indexation**

Unless otherwise specified, on each Policy Anniversary Date we will index your benefits in line with the movement in the Consumer Price Index. Automatic Indexation is explained in detail on page 10.

### **Cover Expiry Date**

The date (if any) shown as such in the Policy Schedule, being the date when all cover for the Life Insured ends under this Policy.

### **Date Insured From**

This is the date, shown on your Policy Schedule, from which your Policy becomes effective.

### **Immediate Family Member**

An Immediate Family Member includes a spouse, de facto spouse, parent, parent-in-law, sibling and a child.

### **Injury**

An accidental bodily injury occurring while this Policy is in force.

### **Life Care**

Life Care is the benefit payable on the death of the Life Insured. The amount of the benefit is that shown in the Policy Schedule together with any increases as a result of Automatic Indexation.

### **Life Insured**

The Life Insured is the person on whose life benefits are payable. The Life Insured's name appears on your Policy Schedule.

### **Medical Practitioner**

A registered medical practitioner other than the Life Insured or an Immediate Family Member or business partner of the Life Insured. For the purpose of this definition, a registered medical practitioner is a legally qualified medical practitioner whose credentials have been formally accepted by the Medical Authority of the Australian state or territory in which he or she practises as a medical practitioner and who is registered by that Medical Authority to carry out the duties of a medical practitioner according to the rules set by the Medical Authority. A 'Medical Authority' is the registered authority, board, association or body which has the power to authorise or license a person to practise as a medical practitioner in the relevant Australian state or territory.

### **Occupation**

Occupation means the full-time gainful occupation of the Life Insured immediately prior to Total and Permanent Disablement or Total Disability, as applicable.

### **Policy Anniversary Date**

The date on which your Policy's annual review will take place and from which your premiums are calculated.

The Policy Anniversary Date will fall on each anniversary of the Date Insured From shown in the Policy Schedule.

### **Premium Due Date**

Premiums are payable annually in advance and are due on the Date Insured From and on each Policy Anniversary Date. Each of these dates is a Premium Due Date.

Premiums can also be payable in monthly, quarterly or half-yearly instalments by a method approved by us. If we agree to accept the premium in instalments, the date that an instalment is due to be paid is a Premium Due Date.

### **Sickness**

An illness or disease that becomes apparent while this Policy is in force.

### **Terminally Ill**

The Life Insured is suffering from a disease or condition which, in the opinion of an appropriate specialist Medical Practitioner and, where we consider appropriate, supported by our chief medical officer, will lead to the Life Insured's death within twelve months.

### **Total and Permanent Disability Cover (TPD Cover)**

TPD Cover is the benefit payable on the Total and Permanent Disablement of the Life Insured. The amount of the benefit is that shown in the Policy Schedule together with any increases as a result of Automatic Indexation.

### **Total and Permanent Disablement**

Total and Permanent Disablement refers to Total and Permanent Disablement as defined in Section 3.5 of this Policy.

### **Total Disability**

Disability resulting from Sickness or Injury that has caused the Life Insured to be continually and significantly unable to perform his or her Occupation for a period of three consecutive months. The Life Insured is not Totally Disabled if he or she is, or has been, during that period, engaged in any occupation for wage or profit. The Life Insured must have been, throughout the three month period, and must continue to be, under the regular care and attendance of, or following treatment prescribed by, a Medical Practitioner.

## 3. Benefits

### 3.1 Life Care (death cover)

The Life Care benefit applies when the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

Subject to the conditions of this Policy, we will pay the Life Care benefit if, while the Life Care benefit applies, the Life Insured dies.

The Life Care benefit and this Policy ceases to apply:

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 80th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

#### Exclusions

The Life Care benefit will not be payable when the Life Insured (whether sane or insane) commits suicide within one year from:

- the Date Insured From
- the date the Life Care benefit came into force
- the date on which the Policy was last reinstated, or
- the date of an increase to your cover (the exclusion will then apply only to the amount of the increase).

However, where we have agreed to replace existing death cover you may have which is subject to a suicide exclusion, and your level of cover has not increased under this Policy, the period within which suicide must occur for this exclusion to apply will be one year less the expired period of the suicide exclusion which applies to your existing death cover. Where the relevant period under the suicide exclusion, which applies to your existing death cover, is at least one year and has expired then we waive this exclusion except to the extent it applies to a reinstatement of, or increase in, cover. Where the Life Care benefit under this Policy exceeds the death cover being replaced, this exclusion will apply in its entirety to the amount of the excess. Where the death cover being replaced is not subject to a suicide exclusion, this exclusion will apply in its entirety.

### 3.2 Life Care Loyalty Bonus Benefit

The Life Care Loyalty Bonus Benefit applies where the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured becomes Terminally Ill or dies after the 5th anniversary of the Date Insured From (the 5th anniversary) and as a result a Terminal Illness Benefit or Life Care benefit is payable under this Policy, the applicable Terminal Illness Benefit or Life Care benefit (excluding any increase under the Life Care Severe Hardship Booster Benefit) we pay will be increased by 5%.

If this Policy is reinstated in accordance with condition 5.5, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

- the Life Care and Life Care Loyalty Bonus Benefit will only recommence from the date of reinstatement
- for the avoidance of doubt, the period during which the Policy was not in force will be taken into account in determining if and when the 5th anniversary has occurred.

### 3.3 Life Care Severe Hardship Booster Benefit

The Life Care Severe Hardship Booster Benefit applies where the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured becomes Terminally Ill or dies due to Meningococcal Disease, Legionnaires' Disease or Motor Neurone Disease and as a result a Terminal Illness Benefit payment or Life Care benefit is payable under this Policy, the applicable Terminal Illness Benefit payment or Life Care benefit (excluding any increase under the Life Care Loyalty Bonus Benefit) we pay will be increased by the lesser of 100% of that benefit and \$250,000.

We will only ever pay the Life Care Severe Hardship Booster Benefit in respect of either Terminal Illness or death but not both.

### 3.4 Terminal Illness Benefit

The Terminal Illness Benefit applies where the words 'Life Care' appear under the 'Plan Benefits' section in the Policy Schedule.

In the event of the Life Insured becoming terminally ill, we will provide a cash advance against the Life Care benefit of 100% of the Life Care benefit (excluding the Life Care Loyalty Bonus Benefit and the Life Care Severe Hardship Booster Benefit) to a maximum of \$2 million. It will not, however, be available after the Life Care benefit ceases.

The sum insured payable under Life Care or TPD Cover will be reduced by the Terminal Illness Benefit payment (including any Life Care Loyalty Bonus Benefit or Life Care Severe Hardship Booster Benefit paid in respect of that Terminal Illness Benefit payment).

### 3.5 Total and Permanent Disability Cover (TPD Cover)

The TPD Cover benefit applies when the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

## Policy conditions

Subject to the conditions of this Policy, we will pay you the TPD Cover benefit if, while the TPD Cover benefit applies, the Life Insured suffers Total and Permanent Disablement.

The TPD Cover benefit ceases to apply:

- on payment of the benefit
- from the Policy Anniversary Date preceding the Life Insured's 65th birthday
- from the Cover Expiry Date, if any
- when this Policy terminates

whichever happens first.

### Total and Permanent Disablement – Own Occupation

If the words 'Own Occupation' appear on the Policy Schedule, then Total and Permanent Disablement means that:

- the Life Insured has been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and, at the end of the three months, the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to engage in his or her own Occupation ever again and is under the regular treatment, and following the advice, of a Medical Practitioner

or

- the Life Insured has been absent from active employment as a result of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined on pages 13 to 14) and the Life Insured continues to be incapacitated to such an extent that he or she will be unlikely to engage in his or her own Occupation ever again and is under the regular treatment, and following the advice, of a Medical Practitioner

or

- the Life Insured has suffered Loss of Limbs or Sight (as defined on page 14)

or

- the Life Insured has suffered Loss of Independent Existence (as defined on page 14).

However, if the Life Insured has been unemployed or on leave without pay for twelve months or more prior to the event causing the claim, then the 'Total and Permanent Disablement – Any Occupation' definition will apply in assessing the claim.

If the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes Total and Permanent Disablement, then we will only pay a TPD Cover benefit if the Life Insured:

- has been, through Sickness or Injury, unable to perform domestic duties or child rearing and has been confined to

the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has been unable to perform domestic duties or child rearing and confined to the home as a result of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined on pages 13 to 14) and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has suffered Loss of Limbs or Sight (as defined on page 14)

or

- has suffered Loss of Independent Existence (as defined on page 14).

### Total and Permanent Disablement – Any Occupation

Where the words 'Any Occupation' appear on the Policy Schedule, then Total and Permanent Disablement means the Life Insured:

- has been absent from active employment as a result of Sickness or Injury for a period of three consecutive months and has, throughout that time, been unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life

or

- has been absent from active employment as a result of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined on pages 13 to 14) and is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is under the regular treatment, and following the advice, of a Medical Practitioner and is likely to be so disabled for life



or

- has suffered Loss of Limbs or Sight (as defined on page 14)

or

- has suffered Loss of Independent Existence (as defined on page 14).

If the Life Insured has been engaged in full-time domestic duties or child rearing at the time of the Sickness or Injury that causes Total and Permanent Disablement, then we will only pay a TPD Cover benefit if the Life Insured:

- has been, through Sickness or Injury, unable to perform domestic duties or child rearing and confined to the home for a period of three consecutive months and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has been unable to perform domestic duties or child rearing and has been confined to the home as a result of Cardiomyopathy, Primary Pulmonary Hypertension, Major Head Trauma, Motor Neurone Disease, Multiple Sclerosis, Muscular Dystrophy, Paraplegia, Quadriplegia, Hemiplegia, Diplegia, Tetraplegia, Dementia and Alzheimer's Disease, Parkinson's Disease, Blindness, Loss of Speech, Loss of Hearing, Chronic Lung Disease or Severe Rheumatoid Arthritis (as these conditions are defined on pages 13 to 14) and is under the regular treatment, and following the advice, of a Medical Practitioner and continues to be so incapacitated to the extent that he or she is unable to engage in (whether or not for reward) any occupation for which he or she is reasonably suited by education, training or experience and is likely to be so disabled for life

or

- has suffered Loss of Limbs or Sight (as defined on page 14)

or

- has suffered Loss of Independent Existence (as defined on page 14).

#### **Effect on other benefits**

If a TPD Cover benefit is payable, the Life Care benefit will be reduced by the amount of TPD Cover benefit payable. The Life Care benefit then becomes subject to the Buy Back Benefit described on page 8.

#### **Exclusions**

No TPD Cover benefit is payable under this Policy when Total and Permanent Disablement is caused directly or indirectly by any intentional self-inflicted injury or any attempt at suicide.

#### **3.6 TPD Cover Loyalty Bonus Benefit**

The TPD Cover Loyalty Bonus Benefit applies where the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If, after the 5th anniversary of the Date Insured From (the 5th anniversary), the Life Insured suffers Total and Permanent Disablement and the TPD Cover benefit is payable under this Policy in respect of that disablement, the TPD Cover benefit (excluding any increase under the TPD Cover Severe Hardship Booster Benefit) we pay will be increased by 5%.

If this Policy is reinstated in accordance with condition 5.5, we will, for the purposes of applying this condition, treat the reinstated Policy as a continuation of the original Policy on the following basis:

- the TPD Cover and TPD Cover Loyalty Bonus Benefit will only recommence from the date of reinstatement and no benefit will be payable for anything that happened or first became apparent while the Policy was not in force
- for the avoidance of doubt, the period during which the Policy was not in force will be taken into account in determining whether the 5th anniversary has occurred.

#### **3.7 TPD Cover Severe Hardship Booster Benefit**

The TPD Cover Severe Hardship Booster Benefit applies where the words 'Total and Permanent Disability Cover' appear under the 'Plan Benefits' section in the Policy Schedule.

If the Life Insured has sustained, as a direct result of Injury:

- the complete and irrecoverable loss of use of both hands or of both feet or of one hand and one foot
- blindness in both eyes, whether aided or unaided, or
- the complete and irrecoverable loss of use of one foot or one hand and blindness in one eye, whether aided or unaided

(where 'blindness' means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc) and the TPD Cover benefit is payable in respect of that disability, the TPD Cover benefit (excluding any increase under the TPD Cover Loyalty Bonus Benefit) we pay will be increased by the lesser of the following:

- 100% of that benefit
- \$250,000
- the amount by which the Life Insured's Life Care benefit exceeds their TPD Cover benefit at the time the Life Insured is first found to have that disability.

#### **Effect on other benefits**

The amount of the Life Care benefit (including any Life Care Loyalty Bonus Benefit and Life Care Severe Hardship Booster Benefit) is reduced by the amount of any TPD Cover Loyalty Bonus Benefit or TPD Cover Severe Hardship Booster Benefit payable to you.

#### **3.8 Plan Protection Option (waiver of premium whilst disabled)**

The Plan Protection Option applies when the words 'Plan Protection Option' appear under the 'Additional Options' section in the Policy Schedule.

## Policy conditions

Subject to the conditions of this Policy, where the Plan Protection Option applies, in the event the Life Insured suffers Total Disability prior to the earlier of the Cover Expiry Date, if any, and the Life Insured's 60th birthday, we will waive all premiums payable under this Policy while Total Disability continues beyond three months, but such waiver will only apply while the Life Insured is Totally Disabled and up to the earlier of the Cover Expiry Date, if any, and the Policy Anniversary Date preceding the attainment of age 65 of the Life Insured.

While we are waiving premiums because of the Plan Protection Option, Automatic Indexation will cease to apply. Automatic Indexation will begin again on the Policy Anniversary Date immediately following the cessation of the waiver of premiums under the Plan Protection Option.

### Exclusions

A waiver of premiums under the Plan Protection Option will not apply when Total Disability is caused directly or indirectly by:

- any intentional self-inflicted injury or any attempt at suicide, or
- an act of war (whether declared or not).

### 3.9 Buy Back Benefit

If a claim is paid under the TPD Cover benefit, then any Life Care benefit will be reduced by the amount of the benefit paid. The Life Care benefit will revert to the amount at the time of the claim (plus indexed increases) one year from the date following payment of the TPD Cover claim (known as the 'Claim Anniversary Date'). The 'Buy Back Period' begins on the claim payment date and ends on the Claim Anniversary Date.

Indexation will continue to apply during the Buy Back Period based on the Life Care benefit in force on any Policy Anniversary Date which falls during the Buy Back Period. No other increases in the Life Care benefit can be made during the Buy Back Period.

## 4. Options

### 4.1 Accidental Death Cover Option

The Accidental Death Cover Option applies where the words 'Accidental Death Cover Option' appear under the 'Additional Options' section of the Policy Schedule. Cover under this option only applies while the Life Care benefit applies.

Subject to the conditions of this Policy, where the Life Insured dies as a result of an Accident and the death occurs within 90 days of the Accident but prior to the end of the Accidental Death Cover, we will pay the Accidental Death Cover benefit.

The Accidental Death Cover benefit is payable in addition to any Life Care benefit payable and ends:

- on the death of the Life Insured
- from the Policy Anniversary Date preceding the Life Insured's 80th birthday
- from the Cover Expiry Date, if any, or
- when this Policy terminates

whichever happens first.

For the purposes of this option, 'Accident' means bodily injury caused solely and directly by accidental and visible means, independent of any other cause.

A benefit will not be paid under this option if death is caused directly or indirectly by:

- suicide or any attempt at suicide
- self-inflicted injury or infection
- the taking of drugs other than prescribed by a Medical Practitioner
- the taking of alcohol
- participation in criminal activity, or
- an act of war (whether declared or not).

### 4.2 Options to convert

If the Life Insured ceases to participate in the Protection Category of membership in the Fund, the Life Care benefit and any TPD Cover benefit will only continue for 31 days after such cessation (the 'Continuance Period'), during which period you can exercise the following options to convert.

#### Option to convert – Life Care

You may convert any Life Care benefit in force under this Policy without evidence of insurability to any type of life insurance we specify as being available at the date of conversion provided:

- the Life Insured's attained age together with the number of years, if any, added by us for medical reasons does not exceed 74 years, and
- the sum insured under the new contract does not exceed the Life Care benefit which would have been payable under this Policy had the Life Insured died on the date the right is exercised.

Upon such conversion this Policy will cease.

#### Option to convert – TPD Cover

This option only applies if you convert the Life Care benefit in force under this Policy.

You may convert any TPD Cover benefit in force under this Policy without evidence of health, but subject to current occupation and income details (satisfactory to us), to any other Total and Permanent Disablement or similar insurance we specify as being available, at the date of conversion provided:

- the Life Insured's attained age, together with the number of years, if any, added by us for medical reasons does not exceed 59 years, and
- the Total and Permanent Disablement or similar benefit under the new contract does not exceed the TPD Cover benefit which would have been payable had the Total and Permanent Disablement of the Life Insured occurred on the date the right is exercised.

#### General conditions for Options to convert

These options are available provided:

- the new contract is on the Life Insured's life
- we have received, during the Continuance Period, written notice of your intention to convert and the first premium payable under the new contract
- the date of conversion is the first day following the expiration of the Continuance Period, and
- this Policy is in force and all premiums are paid to the date of conversion.

#### New contracts issued under Options to convert

The new contract issued under Options to convert will be a policy:

- which may contain benefits similar to the TPD Cover and Plan Protection Option in force under this Policy on the date the right is exercised provided:
  - the benefit is generally available on the new policy, or
  - when aggregated with all similar benefits under any other policy or policies issued by us on the Life Insured, the total amount would not exceed the maximum benefit that we accept.
- under which cover will commence on the date of conversion
- which will be issued upon and subject to the same privileges, terms and conditions as similar policies we issue at the date of conversion
- for which there will be a premium payable calculated according to our premium rates and policy fees prevailing for the class of policy at the date of conversion
- under which the Policy Owner is the Life Insured or a trustee of a superannuation plan holding the policy for the benefit of the Life Insured, and
- under which, if we have charged extra premiums and/or imposed special provisions or conditions under this Policy, we may impose on that policy extra premiums and/or special provisions or conditions that we consider to be corresponding in their nature.

## 5. Indexation and premiums

### 5.1 Automatic Indexation

On each Policy Anniversary Date we will increase any benefit amounts in the Policy Schedule to keep pace with inflation.

The rate of increase will be the greater of:

- 3%
- any percentage increase in the Consumer Price Index (CPI) (all groups – eight capital cities combined).

To determine the change in the CPI we will compare the index figure published three months before your Policy Anniversary Date with the index figure published in the corresponding period one year earlier. If the CPI is not published, then we will use another index which we consider appropriate.

You may choose not to accept all or part of this increase by advising us in writing within one month of the relevant anniversary.

The premium will be increased at the same time as the benefits are indexed based on the increased benefits, the age next birthday of the Life Insured (unless the Level Premium Rate option applies and the Policy Anniversary Date preceding the Life Insured's 65th birthday has not occurred), our then current premium rates for this class of policy and any special additional premium previously advised by us as applying to the Life Insured. Any exclusion, additional premium, or other special condition previously advised by us as applying to the Life Insured will also apply to the increased benefits.

Automatic Indexation will not apply while premiums are waived under the Plan Protection Option.

### 5.2 Policy premiums

#### Premium rate options

One of two premium rate options will apply under this Policy, namely:

- the Level Premium Rate option or
- the Stepped Premium Rate option.

The premium rate option which applies will, subject to the terms of the option, apply for the duration of the Policy.

#### Level Premium Rate option

If the Level Premium Rate option applies, the word 'Level' appears as the 'Premium Type' in the Policy Schedule and, up until the Policy Anniversary Date preceding the Life Insured's 65th birthday, the premium payable under this Policy will not increase as the Life Insured gets older but instead will be calculated with reference to the age next birthday of the Life Insured as at the Date Insured From.

The increased premium payable with respect to an indexed increase in benefit amounts under this Policy will also be calculated with reference to that age.

If, however, the Level Premium Rate option applies and subsequently:

- we agree to an increase in benefit amounts under this Policy
- we agree to another benefit being added to this Policy
- we agree to any other change to this Policy for which an increased premium is payable, or
- you take advantage of an option under this Policy for which an increased premium is payable

(each hereinafter referred to as an 'Event')

the increased premium payable with respect to the Event will be calculated with reference to the age next birthday of the Life Insured as at the date the Event takes effect. Where the Event entails the provision of cover which is the subject of an indexed increase under this Policy, the increased premium payable with respect to the indexed increase will also be calculated with reference to that age.

On and from the Policy Anniversary Date preceding the Life Insured's 65th birthday, the premium payable under this Policy will be determined as if the Stepped Premium Rate option applied under this Policy from its inception.

#### Stepped Premium Rate option

If the Stepped Premium Rate option applies, the word 'Stepped' appears as the 'Premium Type' in the Policy Schedule and the premium payable under this Policy will increase as the Life Insured gets older. Under this option, the premium payable for each year will be calculated with reference to the age next birthday of the Life Insured as at each Policy Anniversary Date.

If this option applies and an increased premium is payable under this Policy, the increased premium will be calculated with reference to the Life Insured's then current age.

#### Amount of premium

The premium for the first twelve months is shown on your Policy Schedule. Future premium rates are not guaranteed to be the same as current rates. We reserve the right to change these for all policies in a group. However, we cannot change the rates for your Policy alone. The Annual Premium will fall due for payment on the Date Insured From and on each Policy Anniversary Date.

The Annual Premium for each year will be calculated with reference to:

- our current premium rates
- the annual Policy Fee then in force for this class of policy
- the Premium Rate option selected
- the premium for any optional benefit then attaching
- any Special Provisions detailed in the Policy Schedule and
- any stamp duty.

### 5.3 Charges

#### Policy fee and frequency charge

A policy fee is charged which covers some of the administration costs of setting up and maintaining your Policy. If you choose to pay your premiums more frequently than annually, a frequency charge will be applied to the annual premium amount (see table).

Premium payment frequency	Policy Fee per premium payment	Frequency Charge
Monthly	\$6.30	8% of annual premium excluding Policy Fee
Quarterly	\$18.00	8% of annual premium excluding Policy Fee
Half-yearly	\$33.00	4% of annual premium excluding Policy Fee
Annually	\$61.00	Nil

Current as at 3 March 2008.

The policy fee may be increased in future in line with the increase in the CPI (as applied under Automatic Indexation) since the last time this fee was increased. The frequency charge may be increased at our discretion. We may also increase fees and charges to reflect new or changed government levies and taxes. We will notify you at least six weeks before any such change to the policy fee or any change to the frequency charge.

#### 5.4 Payment of premiums

Premiums are payable on or before the Premium Due Date. If we do not receive all of the premium due within 30 days of the Premium Due Date, we may cancel cover under this Policy.

#### 5.5 Reinstatement

If cover under this Policy is cancelled due to non-payment of the premium, you can apply to have the cover reinstated within twelve months of the date that the unpaid premium became due, subject to the following conditions:

- receipt by us of satisfactory evidence of health, occupation, pastimes or other information relevant to the reinstatement of the cover
- if we agree to reinstate the Policy, cover will only recommence from the date of reinstatement
- we may impose conditions for the reinstated cover
- if the Policy is reinstated, all unpaid premiums must be paid, and
- no benefit will be payable for anything that happened or first became apparent while the cover was not in force.

## Policy conditions

### 6. Claims

You must notify us in writing of any claim or potential claim within three months of the event that caused the claim. We will then send you a claim form.

#### **6.1 Our requirements**

You must give us proof which is satisfactory to us of the age of the Life Insured before we will pay any benefit under this Policy.

We may ask you to provide us with, at your expense, additional information that we consider necessary to properly assess the claim and satisfy us of our liability to pay any benefit under this Policy.

Payment of a benefit is subject to the Life Insured undergoing any medical examination (by a Medical Practitioner of our choice) or other examination which we consider necessary, at our expense.

We may also require the Life Insured to provide us with an authority to obtain further medical information in connection with a claim.

We are not responsible to see to the application of payments which we have made to you or which we have made in accordance with your instructions.

## 7. Medical conditions

### Heart Disorders

#### Cardiomyopathy

Condition of impaired ventricular function of variable aetiology (often not determined) resulting in significant physical impairment, i.e. Class 3 on the New York Heart Association classification of cardiac impairment.

#### Primary Pulmonary Hypertension

Primary Pulmonary Hypertension associated with right ventricular enlargement established by cardiac catheterisation resulting in significant permanent physical impairment to the degree of at least Class 3 of the New York Heart Association classification of cardiac impairment.

### Nervous System Disorders

#### Major Head Trauma

Injury to the head resulting in neurological deficit causing either:

- a permanent loss of at least 25% whole person function (as defined in the 6th edition of the American Medical Association publication 'Guides to the Evaluation of Permanent Impairment'), or
- the permanent and irreversible inability to perform without the assistance of another person any one of the 'Activities of Daily Living' (as defined under Loss of Independent Existence on page 14), as certified by a consultant neurologist.

#### Motor Neurone Disease

Motor Neurone Disease diagnosed by a consultant neurologist.

#### Multiple Sclerosis

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.

#### Muscular Dystrophy

The unequivocal diagnosis of Muscular Dystrophy by a consultant neurologist.

#### Paraplegia

The permanent loss of use of both legs or both arms, resulting from spinal cord Sickness or Injury.

#### Quadriplegia

The permanent loss of use of both arms and both legs resulting from spinal cord Sickness or Injury.

#### Hemiplegia

The total loss of function of one side of the body due to Sickness or Injury, where such loss of function is permanent.

#### Diplegia

The total loss of function of both sides of the body due to Sickness or Injury where such loss of function is permanent.

#### Tetraplegia

The total and permanent loss of use of both arms and both legs, together with loss of head movement, due to brain Sickness or Injury, or spinal cord Sickness or Injury.

#### Dementia and Alzheimer's Disease

Clinical diagnosis of Dementia (including Alzheimer's Disease) as confirmed by a consultant neurologist, psycho-geriatrician, psychiatrist or geriatrician. The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration in the Life Insured's Mini-Mental State Examination scores to 24 or less and deterioration would continue but for any effective treatment. Dementia related to alcohol, drug abuse or AIDS is excluded.

#### Parkinson's Disease

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, and
- has caused significant progressive physical impairment, likely to continue progressing but for any treatment benefit.

The Life Insured must be following the advice and treatment of a specialist neurologist.

### Body Organ Disorders

#### Blindness

The permanent loss of sight in both eyes, whether aided or unaided, due to Sickness or Injury to the extent that visual acuity is 6/60 or less in both eyes or to the extent that the visual field is reduced to 20 degrees or less of arc, as certified by an ophthalmologist.

#### Loss of Speech

The total and irrecoverable loss of the ability to produce intelligible speech as a result of Sickness or Injury which causes permanent damage to the larynx or its nerve supply or the speech centres of the brain. The loss must be certified by an appropriate medical specialist.

# Policy conditions

## Loss of Hearing

Complete and irrecoverable loss of hearing, both natural and assisted, from both ears as a result of Sickness or Injury, as certified by a specialist we consider appropriate.

## Chronic Lung Disease

Permanent end stage respiratory failure, with FEV1 test results of consistently less than one litre, requiring continuous permanent oxygen therapy.

## Severe Rheumatoid Arthritis

The unequivocal diagnosis of Severe Rheumatoid Arthritis by a Rheumatologist. The diagnosis must be supported by, and evidence, all of the following criteria:

- at least a six week history of Severe Rheumatoid Arthritis which involves three or more of the following joint areas:
  - proximal interphalangeal joints in the hands
  - metacarpophalangeal joints in the hands
  - metatarsophalangeal joints in the foot, wrist, elbow, knee or ankle
- simultaneous bilateral and symmetrical joint soft tissue swelling or fluid (not bony overgrowth alone)
- typical rheumatoid joint deformity and at least two of the following criteria:
  - morning stiffness
  - rheumatoid nodules
  - erosions seen on x-ray imaging
  - the presence of either a positive rheumatoid factor, or the serological markers consistent with the diagnosis of Severe Rheumatoid Arthritis.

Degenerative osteoarthritis and all other arthritides are excluded.

## Other Events

### Loss of Limbs or Sight

The Life Insured has sustained, as a direct result of Injury or Sickness:

- the complete and irrecoverable loss of use of both hands
- the complete and irrecoverable loss of use of both feet
- the complete and irrecoverable loss of use of one hand and one foot
- blindness in both eyes, whether aided or unaided
- the complete and irrecoverable loss of use of one foot and blindness in one eye, whether aided or unaided, or
- the complete and irrecoverable loss of use of one hand and blindness in one eye, whether aided or unaided.

For the purpose of this definition, 'blindness' means the permanent loss of sight to the extent that visual acuity is 6/60 or less, or to the extent that the visual field is reduced to 20 degrees or less of arc.

## Loss of Independent Existence

As a result of Sickness or Injury:

- there is permanent and irreversible inability to perform without the assistance of another person any two of the 'Activities of Daily Living' or all of the 'Defined Home Duties', or
- the Life Insured suffers cognitive impairment that results in the Life Insured requiring permanent and constant supervision for a continuous period of at least six months. The Life Insured's impairment must be established by a medical practitioner nominated by us.

Loss of Independent Existence due to alcohol or drug abuse or AIDS is excluded.

## Activities of Daily Living

1. Dressing – putting on and taking off clothing.
2. Toileting – using the toilet, including getting on and off.
3. Mobilising – getting in and out of bed and a chair.
4. Maintaining Continence – having good control of bowel and bladder function.
5. Feeding – getting food from a plate into the mouth.

## Defined Home Duties

- Cleaning the usual place of dwelling.
- Purchasing household food and items used for cleaning.
- Preparing meals for the household.
- Performing for the household laundry services such as washing or ironing.





# Notes

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