

# Total Care Plan Super

## Product Disclosure Statement (PDS)

Preparation date: 3 March 2008



This PDS contains information about:

- **Total Care Plan Super**  
life and total and permanent disability  
insurance in the superannuation environment.

### **Important information**

This PDS is issued by Colonial Mutual Superannuation Pty Ltd ABN 56 006 831 983 AFSL 235025 RSEL L002769 (referred to in this PDS as the 'Trustee', 'we', 'us', 'our'), the Trustee of the Colonial Super Retirement Fund ABN 40 328 908 469 RSER R1067361 SFN 2933/419/40 (the Fund).

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (referred to in this PDS as 'CMLA', 'CommInsure' or 'the Insurer') is responsible for the administration of the Fund and provides insurance benefits to the Fund. To the extent that information in this PDS relates to CMLA, CMLA has consented to the provision of that information. CommInsure is a registered business name of CMLA.

The Trustee's principal office of administration and contact details are:

Level 7  
39 Martin Place  
Sydney NSW 2000  
Phone: 13 10 56 between 8am and 8pm (Sydney time), Monday to Friday  
Facsimile: 02 9947 4288

The Trustee and CMLA are wholly owned but non-guaranteed subsidiaries of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945.

Commonwealth Bank of Australia and its subsidiaries do not guarantee Total Care Plan Super or the performance of the Fund or the repayment of capital by the Fund. Contributions to the Fund are not deposits or other liabilities of Commonwealth Bank of Australia and its subsidiaries.

The information in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should assess whether the product is appropriate for you and consider talking to an adviser before making a decision.

You can only apply for this product by completing the Total Care Plan Super Application form which accompanies this PDS and which can only be used for an application for membership submitted to the Trustee from 3 March 2008.

The superannuation product described in this PDS is available only to persons in Australia. Applications from outside Australia will not be accepted. All references to monetary amounts in this PDS are references to Australian dollars.

While every effort has been made to ensure the information in this PDS is reliable, the Fund Trust Deed and the Policy Document ('the Policy') between the Trustee and the Insurer form the basis of the product and should be read carefully. The examples and illustrations provided in this PDS are only intended to demonstrate how certain benefits are calculated. All benefits will be determined in accordance with the Trust Deed and relevant policy conditions. No benefits are payable unless the relevant policy conditions are satisfied.

In this PDS, 'you' and 'your' refer to the person to be insured.

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# Your Total Care Plan Super – overview

This Product Disclosure Statement (PDS) will help you understand Total Care Plan Super. It provides important information about:

- the purpose of Total Care Plan Super
- the key features and benefits available, and
- the costs, risks and other important aspects of Total Care Plan Super.

This PDS includes the information contained in the current Total Care Plan Super Reference Document issued by the Trustee (referred to in this PDS as the 'RD'). The RD is referred to throughout this PDS to specifically refer you to further important information about certain features of Total Care Plan Super.

The RD is available for viewing and printing on CommInsure's web site [comminsure.com.au/downloads.aspx](http://comminsure.com.au/downloads.aspx). It is also available, free of charge, from your adviser or from the Trustee by calling **13 10 56** from 8am to 8pm (Sydney time), Monday to Friday, or writing to:

The Manager, Customer Communication  
CommInsure Life Insurance  
PO Box 320  
Silverwater NSW 2128

## What is Total Care Plan Super and what is its purpose?

Total Care Plan Super is a superannuation product provided under the Fund.

Total Care Plan Super is designed for people who are self-employed, employed or eligible spouses, who wish to obtain insurance benefits for death, terminal illness and total and permanent disability in a superannuation environment.

Total Care Plan Super can be a tax-effective way of arranging life insurance.

## How does Total Care Plan Super work?

When you take out Total Care Plan Super, you become a member of the Fund, with your insurance cover being provided by CMLA. The Trustee, as the policy owner, takes out a Total Care Plan Super Policy (your policy) with CMLA on your behalf as the life insured. Any benefit under your policy will be paid to the Trustee. Your entitlement to receive that benefit from the Fund is subject to any preservation requirements under superannuation law and the Fund Trust Deed. See Section 2 – Payment of benefits on page 8 for more details.

## Eligibility

To take out Total Care Plan Super, you must be eligible to contribute to superannuation. Your Total Care Plan Super contributions (premiums) are used by the Trustee to pay insurance premiums for you. Generally, the Trustee can only accept contributions to the Fund in the following circumstances:

If you are:	The Trustee may accept:
Under 65 years	<ul style="list-style-type: none"> <li>• Personal or employer contributions, and</li> <li>• compulsory employer contributions (i.e. superannuation guarantee, award).</li> </ul>
65 years to under 70 years	<ul style="list-style-type: none"> <li>• Compulsory employer contributions (i.e. superannuation guarantee, award), and</li> <li>• other employer or personal contributions if you are gainfully employed for at least 40 hours in a period of not more than 30 consecutive days in the financial year in which the contributions were made.</li> </ul>
70 years to under 75 years	<ul style="list-style-type: none"> <li>• Compulsory employer contributions (i.e. superannuation guarantee, award), and</li> <li>• personal contributions if you are gainfully employed for at least 40 hours in a period of not more than 30 consecutive days in the financial year in which the contributions were made.</li> </ul>
75 years and over	<ul style="list-style-type: none"> <li>• Compulsory employer contributions (i.e. award).</li> </ul>

If, after you join Total Care Plan Super, you cease to be eligible to contribute, your insurance cover under your policy will lapse.

## Provision of your Tax File Number (TFN)

### Member contributions

While it is not an offence to withhold your TFN from the Trustee, superannuation legislation prevents the Trustee from accepting member contributions unless it has your TFN. Member contributions include all personal contributions made by you and contributions made by any person on your behalf other than your employer.

Therefore, if the Trustee does not hold your TFN, any member contribution received for your benefit will be held for 30 days to give you an opportunity to provide the Trustee with your TFN. If your TFN is not provided within 30 days, the contribution will be refunded to the payer.

### Employer contributions

While it is not an offence to withhold your TFN from the Trustee, if an employer contribution is made and the Trustee has not been provided with your TFN, the Trustee will be unable to arrange insurance cover for you. This is because if the Trustee does not have your TFN, provision will have to be made from that contribution to cover the additional tax payable on the employer contribution and the balance of the contribution will not be sufficient to pay the premium for insurance cover. Therefore, if the Trustee does not hold your TFN, any employer contribution received for your benefit will be held for 30 days to give you or your employer an opportunity to provide the Trustee with your TFN. If your TFN is not provided within 30 days, the contribution will be refunded to your employer.

## **Costs**

All contributions are used by the Trustee to pay insurance premiums for you. More information about costs is in Section 3 on page 11.

## **Applying for Total Care Plan Super**

You can only apply for Total Care Plan Super by completing the current Application form which accompanies this PDS.

Your insurance cover will commence from the date the Trustee and you are advised by CMLA that your Application for cover has been accepted.

The information in this PDS about insurance is general in nature and the payment of a benefit is subject to the terms of the Policy Document issued by CMLA to the Trustee.

## **What if you want advice or more information?**

This PDS highlights important information about Total Care Plan Super.

Also, you need to take your individual circumstances into account when applying for cover.

If you need help with this product, you should speak to an adviser. If you don't have an adviser, a Commonwealth Financial Planner\* may be able to help you. To arrange a no-obligation consultation with a Commonwealth Financial Planner, simply call **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday or visit **comminsure.com.au** to arrange for a Commonwealth Financial Planner to contact you.

## **Straightforward insurance with Commlnsure**

Commlnsure provides a wide range of products to help with your insurance needs.

Commlnsure is part of the Commonwealth Bank Group. It is the administrator of the Fund and issues the Policy under which insurance benefits are provided to the Fund.

\* Commonwealth Financial Planners are representatives of Commonwealth Financial Planning Limited ABN 65 003 900 169 AFSL 231139, which is a wholly owned but non-guaranteed subsidiary of Commonwealth Bank of Australia.

# Section 1

## Benefits and features

### Summary

Cover	
Life Care	Pays a lump sum into your superannuation in the event of your death or terminal illness. This cover is also known as 'term insurance'. See page 6.
TPD Cover	TPD Cover is an abbreviation for Total and Permanent Disability Cover. Pays a lump sum into your superannuation if you become totally and permanently disabled. See page 6.

Features of Total Care Plan Super	Life Care	TPD Cover
<b>Benefits</b>		
Death benefit (see page 6)	✓	
Terminal Illness Benefit (see page 6)	✓	
Buy Back Benefit (see page 6)	✓	
TPD Benefit (see page 6)		✓
Severe Hardship Booster Benefit (see page 7)	✓	✓
Loyalty Bonus Benefit (see page 7)	✓	✓
<b>Security and flexibility</b>		
Indexation (see page 7)	✓	✓
Interim Accident Cover (see page 7)	✓	✓

Optional extras of Total Care Plan Super available	Life Care	TPD Cover
Accidental Death Cover Option (see page 6)	✓	
Plan Protection Option (see page 6)	✓	

Eligibility	
Age	<p>The eligibility age depends on the type of premium rate option selected.</p> <p>If you choose the <b>Stepped Premium Rate option</b>, you must be in the following age range to apply for cover:</p> <p>Life Care 17 to 69</p> <p>TPD Cover 17 to 59</p> <p>If you choose the <b>Level Premium Rate option</b>, you must be aged from 17 to 54 to apply for Life Care and TPD Cover.</p>
Work status	To apply for TPD Cover you must work at least 25 hours per week.

Factors you need to choose that affect your premium		
Premium rate option (affects whether premium will change as you get older)	<b>Stepped Premium Rate option</b> Premium increases are linked to your age.	<b>Level Premium Rate option</b> Up to age 65, your premium does not increase as a result of you getting older.
The version of the 'Absent From Active Employment' TPD Cover definition which applies to you (see page 6) (affects when a TPD Cover benefit is payable)	<b>Any occupation</b> In addition to the other requirements of the 'Absent From Active Employment' TPD Cover definition, you need to satisfy CMLA that you're unable to engage (whether or not for reward) in any occupation for which you are reasonably suited by education, training or experience.	<b>Own occupation</b> In addition to the other requirements of the 'Absent From Active Employment' TPD Cover definition, you need to satisfy CMLA that you are unlikely to engage in your own occupation ever again.  This is easier to satisfy, but also more expensive. It is only available if you are in a professional or clerical occupation.

## Available cover combinations

Life Care  
Life Care and TPD Cover

## Limits

Expiry age	<p>Life Care – policy anniversary date before your 80th birthday. TPD Cover – policy anniversary date before your 65th birthday.</p> <p><b>Optional extra under Total Care Plan Super</b> Accidental Death Cover – policy anniversary date before your 80th birthday.</p>
Maximum cover	<p>Life Care – no limit. TPD Cover – \$3,000,000.</p> <p><b>Optional extra under Total Care Plan Super</b> Accidental Death Cover – \$1,000,000.</p>



# Section 1

## Benefits and features

### Life Care

Life Care provides a lump sum payment on death – the Life Care benefit. The lump sum paid is the amount for which you are insured.

Life Care also provides other benefits, including a benefit if you are diagnosed with a terminal illness – the Terminal Illness benefit. These benefits are designed to assist your family at a difficult time.

#### **When is a Life Care benefit payable?**

Life Care is death cover, which pays a lump sum into your superannuation when you die.

For further important information about the terms and conditions of this benefit, including limitations and exclusions, please see Section 1.1.1 of the RD.

#### **When is a Terminal Illness Benefit payable?**

This benefit is paid when medical evidence satisfactory to CMLA confirms that you have less than twelve months to live.

Any Terminal Illness Benefit payable will be paid into your superannuation and be subject to preservation rules. See page 8.

For further important information about the terms and conditions of this benefit, including limitations, please see Section 1.1.2 of the RD.

#### **Life Care Buy Back Benefit**

This benefit provides for an automatic reinstatement of your Life Care if it is reduced by the payment of a TPD Cover benefit.

For further important information about the terms and conditions of this benefit, including limitations, please see Section 1.1.3 of the RD.

#### **Accidental Death Cover Option**

You can select Accidental Death Cover to go with your Life Care (provided you have at least \$200,000 of Life Care). Accidental Death Cover is designed to top up your cover and provides a simple, low cost death cover. It does not replace the need for sufficient Life Care.

For further important information about the terms and conditions of this cover, including limitations and exclusions, please see Section 1.1.4 of the RD.

#### **Plan Protection Option**

Under this option, you will not have to pay premiums while you are totally disabled for three months or more.

For further important information about the terms and conditions of this option, including limitations and exclusions and the meaning of 'total disability', please see Section 1.1.5 of the RD.

It is important you understand the total disability definition and the requirements you have to meet to make a claim. You should, therefore, refer to the RD and read the definition carefully.

### Total and Permanent Disability (TPD) Cover

TPD Cover provides a lump sum if you suffer total and permanent disability (TPD). TPD has a special meaning which is explained below. The lump sum paid on TPD is the amount for which you are insured. Payment of a TPD Cover benefit from the Fund will be subject to superannuation law. See page 8.

You can only take out TPD cover in combination with Life Care, and the amount of your TPD Cover cannot be greater than your Life Care.

#### **When is a TPD Cover benefit payable?**

The TPD Cover benefit is paid if you suffer TPD. This means:

- you satisfy the 'Absent From Active Employment' definition which applies to you (see page 4) – both the 'any occupation' and 'own occupation' versions of this definition are set out for your reference in Sections 1.2.1.1 and 1.2.1.2 of the RD respectively
- you suffer Loss of Limbs or Sight, as defined in Section 3.4.1 of the RD, or
- you suffer Loss of Independent Existence, as defined in Section 3.4.2 of the RD.

If you perform full-time domestic duties or child rearing, a different 'homemakers' definition of TPD applies. This definition is set out in Section 1.2.1.3 of the RD.

It is important you understand these definitions and the requirements you have to meet to make a claim. You should, therefore, refer to the RD and read the definitions carefully.

#### **Further information on TPD Cover?**

For further important information about the terms and conditions of this cover, including information about

- limitations and exclusions
- when TPD Cover ends

please see Section 1.2 of the RD.

## Standard features in Total Care Plan Super

Total Care Plan Super provides a range of additional benefits.

### **Severe Hardship Booster Benefit**

Under the Severe Hardship Booster Benefit, the amount of your Life Care and TPD Cover benefit will double if your death or TPD results from a specified medical condition.

For further important information about the terms and conditions of this benefit, including limitations and the relevant medical conditions, please see Section 1.3.1 of the RD.

### **Loyalty Bonus Benefit – provides an incentive to keep cover in place**

After five years of cover, CMLA will automatically increase your cover by 5% at no extra cost.

For further important information about the terms and conditions of this benefit, please see Section 1.3.2 of the RD.

### **Indexation**

Each year CMLA automatically increases your cover to ensure your insurance keeps pace with movements in the Consumer Price Index (CPI).

For further important information about how indexation works, including limitations, please see Section 1.3.3 of the RD.

### **Interim Accident Cover**

While your Application is being considered, you will be provided with interim accident cover for up to 90 days by CMLA. This cover is provided free of charge and begins when CMLA receives your fully completed Application and valid payment details for the Total Care Plan Super premium. More information can be found in the Interim Accident Cover Certificate on page 21.

## Section 2

# Payment of benefits

If a benefit is payable under the Policy, the benefit will be paid by CMLA to the Trustee (the policy owner). The Trustee can then only pay the benefit from the Fund in accordance with the Fund Trust Deed and superannuation law (see 'Restrictions on access to benefits' below).

Interest will be paid from the date CMLA admits liability under the Policy in accordance with the Insurance Contracts Act to the date the Trustee makes payment of the benefit from the Fund.

### Payment of a Terminal Illness benefit or TPD Cover benefit

If the Terminal Illness benefit or a TPD Cover benefit becomes payable under the Policy, it will be preserved in the Fund until superannuation law or the Trust Deed permits it to be released. If the Trustee determines that a TPD Cover benefit or a Terminal Illness benefit paid under the Policy cannot be released from the Fund or determines that you can access the benefit but you choose not to, you will have the following options:

- transfer the benefit into Colonial Select Personal Superannuation, a category of membership in the Fund (you can obtain a copy of the Colonial Select Personal Superannuation PDS by calling one of our Customer Service Consultants on **1800 552 660**), or
- transfer the benefit to another complying superannuation arrangement chosen by you.

If no election is made by you (from the above two options) within 45 days of the Trustee's determination, the benefit will be transferred to SuperTrace Eligible Rollover Fund (SuperTrace). See page 17 for information on SuperTrace.

### Restrictions on access to benefits

The Government has placed restrictions (preservation rules) on when you can access your benefits. In general, preserved benefits cannot be paid to you until you reach age 65 or you reach your preservation age (determined according to your date of birth as set out in the table below) and have permanently retired.

Date of birth	Preservation age
Before 1 July 1960	55
1 July 1960 to 30 June 1961	56
1 July 1961 to 30 June 1962	57
1 July 1962 to 30 June 1963	58
1 July 1963 to 30 June 1964	59
1 July 1964 or after	60

It is possible to access preserved money in other limited circumstances, including:

- you have reached age 60 and an arrangement under which you were gainfully employed has come to an end
- you become permanently incapacitated as defined under superannuation legislation
- you die
- the Trustee believes you satisfy the severe financial hardship criteria after meeting a number of regulatory requirements
- the Australian Prudential Regulation Authority (APRA) approves payment on specified compassionate grounds
- you were a temporary resident (other than a New Zealand citizen) and have departed Australia permanently, or
- other circumstances occur which are approved by APRA.

Preserved amounts within a superannuation arrangement may be transferred to another complying superannuation arrangement which will continue to preserve these amounts.

### Payment of a death benefit

If you die while you are a member of the Fund and a Total Care Plan Super benefit is payable on your death, the Trustee may pay the benefit as a lump sum or as a pension.

If you made a valid binding nomination, any death benefit will be paid as a lump sum or pension to the person/s you nominate (see next page).

If, however:

- you made a non-binding nomination
- you made a binding nomination that is invalid at the date of your death (see next page), or
- you did not make a nomination at all

any death benefit will be paid as a lump sum or pension, to your dependant/s (as defined in the Trust Deed) and/or as a lump sum to your legal personal representative (which means the executor or administrator of your estate), as determined by the Trustee. This is called the 'Default Option'.

Under the Fund Trust Deed, a dependant includes:

- a legal or de facto spouse
- a child (including an adopted child, stepchild or ex-nuptial child) of any age
- a person with whom you have an interdependency relationship, or
- any person financially dependent on you.

Under superannuation law, an 'interdependency relationship' will exist where two people (whether or not related by family) meet all of the following conditions:

- they have a close personal relationship
- they live together
- one or each of them provides the other with financial support, and
- one or each of them provides the other with domestic support and personal care.

There may also be an interdependency relationship where two people have a close personal relationship and either or both of them suffer from a physical, intellectual or psychiatric disability. In this circumstance, there is no requirement for cohabitation or for provision of financial or domestic support.

### **Non-binding nomination**

If you make a non-binding nomination, the Trustee will consider your nomination but is not bound to pay the death benefit in accordance with your nomination. Under a non-binding nomination, the Trustee retains an overriding discretion to pay the death benefit in the way it decides, which could be to your dependant/s (as defined in the Trust Deed) or legal personal representative or a combination of both.

If you wish to make a non-binding nomination, you need to complete the 'Non-binding nomination' section on page 5 of the Application form which accompanies this PDS. You can nominate the dependant/s to whom you would like any death benefit paid or you can choose your legal personal representative or a combination of your dependant/s and your legal personal representative. But don't forget, any nomination you make is not binding on the Trustee.

It is essential that the person/s you nominate as dependant/s are dependant/s in terms of the Fund Trust Deed and that you keep any nomination of your dependant/s up-to-date if your personal circumstances change. You can change your nomination at any time. The Trustee will rely on the information you provide for the identity, age and existence of your dependant/s.

If you have a non-binding nomination in place and you subsequently make a valid binding nomination, your binding nomination will automatically supersede your non-binding nomination.

### **Binding nomination**

If you make a valid binding nomination, the Trustee is required to pay your death benefit to the person/s you nominate.

A binding nomination, therefore, provides you with greater certainty than a non-binding nomination on who will receive your benefit when you die.

A binding nomination involves certain formalities and, to ensure you make a valid nomination, you must comply with the following requirements:

- your nomination must be in writing
- a person you nominate must be either your dependant (as defined in the Fund Trust Deed) or your legal personal representative
- you must clearly specify the full name, address, date of birth and relationship of the person/s you nominate
- you must clearly specify the percentage of the total death benefit which is to be paid to each person you nominate and the percentages you specify must total 100%
- your nomination must be signed and dated by you in the presence of two witnesses over the age of 18 and who are not persons you nominate to receive the death benefit
- your nomination must contain a declaration signed and dated by the witnesses stating that they were in your presence when you signed your nomination
- your nomination must be less than three years old at the time of your death, and
- your nomination must be given to the Trustee.

The 'Binding nomination' section is on page 6 of the Application form which accompanies this PDS.

To ensure your binding nomination remains valid, it must be renewed or updated at least once every three years. To assist you in doing this, the Trustee will send you a form every year with your annual statement and just prior to the expiry of your most recent nomination. Alternatively, you can obtain a form at any time by calling one of our Customer Service Consultants (details are on the inside back cover of this PDS) or speaking to your adviser. It is important to keep your binding nomination up-to-date as your personal circumstances change.

You can cancel your binding nomination at any time and if you wish to do this, you should call one of our Customer Service Consultants or speak to your adviser. If you wish to make a non-binding nomination in place of your binding nomination, you must first cancel your binding nomination. If you don't do this, your new non-binding nomination will be ineffective. If, on the other hand, you have a non-binding nomination in place and you subsequently make a valid binding nomination, your binding nomination will automatically supersede your non-binding nomination.

## Section 2

### Payment of benefits

If, when you die, your binding nomination is invalid for any reason, the death benefit will be paid in accordance with the Default Option (see page 8). Examples of situations where your nomination will be invalid include:

- failure to comply with the relevant requirements for making the nomination
- the binding nomination has expired and has not been renewed
- any of the persons nominated predecease you or are no longer a dependant.

#### **Nominate the form of your death benefit payment**

If you make a binding or non-binding death benefit nomination, you can also nominate to the Trustee the form in which you would like your death benefit paid to your dependant/s – that is, as a lump sum or pension or both.

If you make such a nomination, the Trustee will consider your nomination but is not bound by it. The Trustee retains the overriding discretion to pay the death benefit in the form it decides, which could be as a lump sum or pension or both. However, if the death benefit is to be paid by the Trustee to your legal personal representative, it will be paid as a lump sum.

You can change or cancel your nomination at any time.

If your death benefit is paid as a pension, it will be paid from Colonial Select Allocated Pension, a category of membership in the Colonial Super Retirement Fund and the fees and charges applicable to that pension product will be applied. Details of the pension will be provided when the pension commences, but you can obtain a copy of the Colonial Select Allocated Pension PDS by calling one of our Customer Service Consultants on **1800 552 660**.

If more than one person is to receive pension payments, the Trustee will provide a separate pension for each person.

If you nominate your child as a recipient of your death benefit, by law we can only pay a benefit to your child as a pension if they:

- are under age 18
- are under age 25 and financially dependent on you, or
- have a certain type of disability.

If your child's circumstances change and they no longer meet the above requirements, the Trustee will be required to pay your benefit to them as a lump sum.

If pension payments are to be made to a minor child, you need to indicate how the payments are to be made. The payments can be paid either to a bank account in the name of the minor child or to a bank account held in trust for the minor child.

You must also indicate the name of the person who will hold the account in trust for the minor child. If, for any reason, the Trustee is unable to pay the pension to a minor child in the normal manner, it will make the payments to a trustee (which may include the Public Trustee) in trust for the minor child.

# Section 3

## Total Care Plan Super – what are the costs?

### Premium rate options

When you apply for Total Care Plan Super, you can choose from two premium rate options:

- Level Premium Rate
- Stepped Premium Rate.

The option you select will apply for the duration of your cover.

### Level Premium Rate option

The Level Premium Rate option is only available if you are aged 54 or less.

If you select the Level Premium Rate option, your annual premium will be calculated based on your age next birthday at the time your Application for cover is accepted by CMLA. This means your annual premium is not linked to you getting older. However, where your cover continues after the policy anniversary before your 65th birthday, the premiums payable for that cover will be calculated as if the Stepped Premium Rate option applied.

For further important information about the terms and conditions of this option, please see Section 2.1.1 of the RD.

### Stepped Premium Rate option

If you select the Stepped Premium Rate option, the cost of cover increases as you get older. This is because your annual premium is calculated when you first take out cover and then every year it is recalculated using your new age.

For further important information about the terms and conditions of this option, please see Section 2.1.2 of the RD.

### How your premium is calculated

The premium covers the cost of the insurance and is based on a number of factors as set out in the table in Section 2.2 of the RD.

### Sample premiums

To give you an idea of cost, some premium examples are provided in Section 2.3 of the RD. It is important for you to understand that a quote will need to be tailored to you, and that the cost of insurance will vary significantly depending on the factors set out in the table in Section 2.2 of the RD.

The easiest way to access CMLA's premium rates is to contact CMLA or speak to an adviser who can provide an individually tailored quote for you.

### Minimum premiums

The minimum premiums for Total Care Plan Super (including the policy fee, which is described on page 12) are as follows:

Frequency	Minimum premium (including policy fee)
Annual	\$250
Half-yearly	\$130
Quarterly	\$70
Monthly	\$25

### Stamp duty

Your premium may also include stamp duty. The overall premium charged will reflect the duty CMLA believes is payable, having regard to stamp duty laws and practices in force at the time the premium is paid.

### Premium payment options and frequency charges

Premiums can be paid as set out in the table below and are payable in advance. If you decide to pay by direct debit, your financial institution may charge you for setting up and making direct debit payments. Your financial institution can provide more information.

If you choose to pay your premiums more frequently than annually, CMLA charges a frequency charge to cover the additional cost of administration.

Here is a summary of the various payment options and the applicable frequency charges. This information is current as at the preparation date of this PDS.

Premium payment frequency	Cheque	Direct debit	Credit card	Frequency charge
Monthly		✓	✓	8% of annual premium excluding policy fee
Quarterly		✓	✓	8% of annual premium excluding policy fee
Half-yearly	✓	✓	✓	4% of annual premium excluding policy fee
Annually	✓	✓	✓	Nil

### Non-payment of premiums

CMLA may cancel the policy if premiums are not paid within 30 days of the premium due date.

## Section 3

### Total Care Plan Super – what are the costs?

#### **Policy fee**

A policy fee is charged which covers some of the administration costs of setting up and maintaining a Total Care Plan Super policy. The policy fee is set out below and is current as at the preparation date of this PDS.

Premium payment frequency	Policy fee (per premium payment)
Monthly	\$6.30
Quarterly	\$18.00
Half-yearly	\$33.00
Annually	\$61.00

#### **Changes to calculation of premium and related charges**

While CMLA guarantees that the premium payable under a Total Care Plan Super policy will not change in the first year of the policy as a result of a change in premium rates, it may need to change the rates in later years. CMLA reserves the right to do so for all policies in a group regardless of which premium rate option you select.

CMLA reserves the right to increase the frequency charge at its discretion. It may also increase the policy fee in line with the Consumer Price Index.

CMLA may also need to increase fees and charges to reflect new or changed government levies or taxes. For instance, individual states and territories do vary their rates of stamp duty from time to time, and any change may be passed on to you.

If CMLA needs to change fees and charges, you will be notified in writing at least six weeks before the change is made.

#### **Commission**

CMLA may pay commissions and other benefits to its advisers. These amounts are factored into the cost of the insurance, and are not additional amounts you have to pay.

#### **What happens to your premiums?**

The premiums (contributions) for benefits outlined in this PDS will be placed in CMLA's No. 1 Statutory Fund and insurance benefits will be paid from that fund.

#### **No surrender value**

Insurance cover under Total Care Plan Super does not acquire a surrender or cash-in value at any point.

# Section 4

## Taxation

This section provides general information only about tax implications. As your individual circumstances may be quite different, you should discuss any taxation issues with your tax adviser. All taxation information is based on the continuance of taxation laws and their interpretation that were current as at the preparation date of this PDS.

### Contributions

Your ability to claim a deduction for your personal contributions to the Fund will depend on a number of factors, including whether you receive superannuation support from another person.

The previous dollar limits placed on deductible superannuation contributions for the self-employed have been removed, making all superannuation contributions tax deductible for those who are eligible to claim the deduction. In addition, the Australian Government co-contribution scheme has been extended to self-employed people making post-tax contributions. You will also be able to make contributions up until age 75.

The Australian Taxation Office (ATO) will monitor all superannuation contributions made in relation to members and test these against new contribution thresholds described below. These thresholds will be indexed to Average Weekly Ordinary Time Earnings but only where the adjustment to the concessional contributions cap would be at least \$5,000.

### Concessional contributions (previously called 'deductible contributions')

Concessional contributions will be taxed at the rate of 15% in the Fund. Contributions to superannuation over \$50,000 p.a. will also be taxed in your hands at 30% plus Medicare levy of 1.5%. This extra tax liability is assessed by the ATO. If you are aged 50 and over, there is a five year transition period until the 2011/12 financial year, in which the additional tax will only apply to contributions in excess of \$100,000.

### Non-concessional contributions (previously called 'undeducted contributions')

Previously, there was no limit on the maximum amount of post-tax (or undeducted) contributions you could make to superannuation. This has now changed. If you are aged under 65, you are limited to contributions of \$150,000 p.a. or \$450,000 averaged over three years. If you are over age 65, you will not be able to average your contributions over three years and will only be able to make untaxed contributions up to \$150,000 p.a. Any contributions received above these limits will be assessed by the ATO and taxed at the highest marginal rate in your hands.

### Death benefits

Death benefits can be paid as a lump sum or as a pension. The amount of tax payable on any benefit paid as a lump sum on death depends on who receives the benefit. If the lump sum is paid to a dependant (under tax law) there is no tax payable.

A person will qualify as a dependant for tax purposes if that person is:

- your legal, de facto or former spouse
- your child (including an adopted child, stepchild or ex-nuptial child), and under age 18
- a person with whom you have an interdependency relationship, or
- a person financially dependent on you.

A child aged 18 or over is not generally considered a dependant under tax law, unless they are financially dependent. Therefore, lump sum death benefits paid to children aged 18 or over are not usually tax free.

If the lump sum is paid to someone who is a non-dependant for tax purposes, then the taxable component of the benefit will be taxed at a maximum rate of:

- 15% plus Medicare levy of 1.5% on the taxed element, and
- 30% plus Medicare levy of 1.5% on the untaxed element.

The apportionment of final benefits into tax free and taxable (including taxed and untaxed elements) is determined by formulae in the tax laws which have regard to individual factors including period of Fund membership and age at date of death.

## Section 4 Taxation

The following table shows the tax treatment for lump sum death benefits.

If paid to your:	The following tax treatment applies:
Spouse	Tax free.
Minor children	Tax free.
Financially dependent children, age 18 or over	Tax free.
Non-dependent children, age 18 or over	Tax free, except for the taxable component which is taxed at a maximum rate of: <ul style="list-style-type: none"> <li>• 15% plus Medicare levy of 1.5% on the taxed element, and</li> <li>• 30% plus Medicare levy of 1.5% on the untaxed element.</li> </ul>
Estate	Taxed in the hands of the estate according to the final distribution. If it is distributed to your: <ul style="list-style-type: none"> <li>• dependants, it is tax free</li> <li>• non-dependants, it is tax free except for the taxable component which is taxed at a maximum rate of: <ul style="list-style-type: none"> <li>– 15% plus Medicare levy of 1.5% on the taxed element, and</li> <li>– 30% plus Medicare levy of 1.5% on the untaxed element.</li> </ul> </li> </ul>
A person with whom you have an interdependency relationship	Tax free.

The following table shows the tax treatment of death benefits paid as a pension.

Age of deceased	Benefit recipient's age	Treatment of taxable component
Age 60 +	Any age	Tax free.
Below 60	Age 60+	Tax free.
	Below 60	Taxed at marginal tax rate less a 15% tax offset.

### Total and Permanent Disability (TPD) benefits

A TPD benefit comprises a 'tax free' component and a 'taxable' component.

The apportionment of final benefits into tax free and taxable components is determined by formulae in the tax laws which have regard to individual factors including period of Fund membership and age at date of disability.

Benefit recipient's age	Treatment of taxable component
Under age 55	Taxed at 20% plus Medicare levy of 1.5%.
Age 55 to 59	<ul style="list-style-type: none"> <li>• First \$140,000 is tax free.</li> <li>• Remainder taxed at 15% plus Medicare levy of 1.5%.</li> </ul>
Age 60+	Tax free.

### Tax File Number (TFN)

Under the Superannuation Industry (Supervision) Act 1993, your superannuation fund is authorised to collect your TFN, which will only be used for lawful purposes.

These purposes may change in the future as a result of legislative change. The trustee of your superannuation fund may disclose your TFN to another superannuation provider, when your benefits are being transferred, unless you write to the trustee of your superannuation fund and request that your TFN not be disclosed to any other superannuation provider.

It is not an offence not to quote your TFN. However, giving your TFN to your superannuation fund will have the following advantages (which may not otherwise apply):

- your superannuation fund will be able to accept all the types of contributions that are able to be made to your policy
- the tax on contributions to your superannuation fund will not increase
- other than the tax that may ordinarily apply, no additional tax will be deducted when you start drawing down your superannuation benefits, and
- it will make it much easier to trace different superannuation accounts in your name so that you receive all your superannuation benefits when you retire.

# Section 5

## Important information

### Cooling-off period

From the date your Total Care Plan Super cover is issued, you have 28 days to check that it meets your needs. This is known as the 'cooling-off period'. Within this period, you can cancel your cover and any premiums paid will be refunded. If you wish to cancel, please put your request in writing and send it to CMLA with your copy of the Policy Schedule and Policy Document. CMLA's mailing address is on the inside back cover of this PDS.

Any refund of premiums will be subject to superannuation law and the deduction of applicable tax. Premiums that cannot be refunded to you will be transferred to a superannuation plan of your choice.

### Risks

There are a number of risks you should be aware of, including:

- the insurance cover you select may not provide the appropriate cover for your needs
- if CMLA does not receive the premiums within 30 days of the due date, it may cancel or terminate your policy by writing to you and may not assess any claim for an event which arises after the termination
- CMLA may vary or may not pay the benefit if you have not complied with your duty of disclosure.

### Who can be covered?

In all cases the Trustee will be the policy owner and will receive the benefits of the Policy. You will be the life insured.

### Your duty of disclosure

When you complete an Application for Total Care Plan Super, you have an obligation to answer all questions truthfully, and to provide any information which may affect CMLA's decision to insure you. A detailed explanation of the duty of disclosure can be found on page 3 of the Application form which accompanies this PDS.

### Worldwide cover

Once a Total Care Plan Super policy is issued, subject to any specific exclusions, it will cover you 24 hours a day wherever you are in the world.

### Guaranteed renewable

Provided you pay your premiums and the Policy conditions are complied with, your policy is guaranteed renewable up until all cover under it ceases. This means that CMLA will not cancel it or increase the premium because of the number of claims you make or any change to your state of health, occupation or pastimes.

### Upgrade provision

If future versions of the Total Care Plan Super policy are introduced, all policies in a group will be upgraded to include the improved terms and conditions within a reasonable time frame, but only if no policy in that group will be disadvantaged. However, you do not have to take advantage of any upgrade in your benefits.

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

### How do you make a claim?

CMLA's claims philosophy is simple. CMLA will pay all genuine claims as soon as possible after all the necessary documentation has been received and assessed.

You should notify CMLA of any claims within three months of the event occurring.

If you need to make a claim, you can either do so via your adviser, or you can call the CMLA Claims Assist Line on **1800 221 516**. The call will be directed to the case manager who will be responsible for managing your claim.

Following the initial discussion, CMLA will send you a Claims Kit.

Depending on the type of claim, this kit may contain:

- details of the claims management process
- answers to commonly asked questions
- forms that are relevant to your situation, and
- CMLA's requirements for assessing the claim.

The assessment decision – to accept or decline the claim – can be made once the case manager has received and assessed all the relevant information. You will be advised as soon as possible of the outcome of your claim.

### How do you ask us to make changes?

At some stage you may need to change your personal details. All you need to do is notify one of our Customer Service Consultants in writing at the mailing address on the inside back cover of this PDS.

You may also wish to apply for an increase to the amount of cover you have to reflect your changing needs. To do this, you should speak to your adviser, or phone one of our Customer Service Consultants who will be pleased to send you an application for an increase in cover.

## Section 5

### Important information

#### What happens to your insurance if you leave the Fund?

If you cease to be eligible to contribute to superannuation or leave the Fund, your Life Care and TPD Cover under Total Care Plan Super will automatically continue for 31 days from that date but will cease on the 32nd day.

You may choose to continue life insurance by taking out a separate life insurance policy (Total Care Plan) with CMLA subject to the terms of that policy. If you do this within 31 days of leaving the Fund and your age, together with the number of years, if any, added by us for medical reasons, does not exceed 74 years for Life Care and 59 years for TPD Cover, you will not have to provide CMLA with evidence of health. If you wish to take up this continuation option, please contact your adviser or one of our Customer Service Consultants (details are on the inside back cover of this PDS).

#### What information will be sent to you?

When your Application is accepted you will be provided with a copy of the Policy Document held by the Trustee on your behalf. You should read this carefully.

While your Total Care Plan Super cover is in force, you will be kept regularly informed about your cover.

As at 30 June each year we will provide to you:

- an Annual Statement which shows full details of your insurance cover under the Policy and any changes to contributions (premiums) and the policy fee
- an Annual Report to Members, which provides you with information on the management of the Fund
- with your Annual Statement, a form allowing you to renew or update your binding death benefit beneficiary nominations. See 'Payment of a death benefit' on page 8.

#### Changes to this PDS

The information in this PDS is up-to-date as at the preparation date stated on the front cover of this PDS, but is subject to change from time to time. Where a change of information is materially adverse, the Trustee will notify existing members of the change in writing. The Trustee may also issue a new PDS or a supplementary PDS for new members joining Total Care Plan Super.

Where a change of information is not materially adverse, the Trustee will not notify existing members of the change in writing, or issue a new PDS or supplementary PDS for new members joining Total Care Plan Super. However, you will be able to find the updated information on the CommInsure web site [comminsure.com.au/downloads.aspx](http://comminsure.com.au/downloads.aspx) or you can call **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday. If you ask, the Trustee will send you a paper copy of the information free of charge.

#### Enquiries and complaints resolution

The Trustee has arrangements in place to deal with member enquiries and complaints about the operation or management of the Fund.

If you have an enquiry, you should first contact one of the Customer Service Consultants on **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday.

If you wish to lodge a complaint, you should write to:

The Complaints Manager  
Customer Relations  
Commonwealth Bank of Australia  
Reply Paid 41  
Sydney NSW 2001

Please mark your letter 'Notice of Complaint'.

On receipt of your enquiry or complaint, the Trustee will investigate the cause of your concern and respond to you as quickly as possible. If the matter cannot be resolved quickly, the Trustee will keep you informed of progress.

Your complaint will be handled by the Complaints Manager or may be referred to a complaints committee for attention.

If you are not satisfied with the handling of your complaint or the Trustee's decision, you may have the right to lodge a complaint with the Superannuation Complaints Tribunal.

#### The Superannuation Complaints Tribunal

The Superannuation Complaints Tribunal (SCT) is an independent body established by the Commonwealth Government to assist members, beneficiaries and other persons in resolving certain complaints with superannuation fund trustees and insurers.

Before the SCT has jurisdiction to deal with the matter, it must be satisfied that the complaint was previously made to an appropriate person under the Fund's internal enquiries and complaints procedures, and the complaint was not settled to the satisfaction of the complainant within 90 days. The SCT can only deal with complaints which concern a particular member or former member. It cannot deal with complaints about the management of the Fund as a whole.

If the SCT accepts your complaint, it will attempt to resolve the matter through conciliation, which involves assisting you and the Trustee in coming to a mutual agreement. If conciliation is unsuccessful, your complaint is referred to the SCT for a determination which is binding.

You can contact the SCT by phoning **1300 780 808** between 9am and 5pm (Sydney time), Monday to Friday, from anywhere in Australia.

### The Trustee

The Trustee is the holder of a Registrable Superannuation Entity (RSE) Licence under the Superannuation Industry (Supervision) Act 1993 (SIS). Your membership of Total Care Plan Super is governed by SIS.

The Trustee, as a member of the Commonwealth Bank Group, is covered under the Group's 'Directors and Officers' indemnity and 'Professional' indemnity insurance policies. These policies maintain adequate cover to protect the interests of members.

The Trustee is responsible for holding the Fund's assets and looking after your rights. The Trustee must act according to the rules of the Fund as set out in the Trust Deed, general law and in compliance with SIS.

The rules governing the Fund are contained in the Trust Deed, which sets out the rights and obligations of the Trustee and members. A copy of the Trust Deed and the Risk Management Plan for the Fund is available on written request to one of our Customer Service Consultants (see inside back cover of the PDS).

The Trust Deed may be changed at any time. However, any changes that may adversely affect you can generally only be made if:

- it is permitted by SIS, or
- all affected members agree to the change.

If a change is made to the Trust Deed that affects you, we will advise you.

### Selected Eligible Rollover Fund

The Trustee has selected SuperTrace Eligible Rollover Fund ABN 73 703 878 235 RSER R1067354 SFN 2924/449/40 (SuperTrace) as the fund to which member benefits will be transferred in certain circumstances. Member benefits may be transferred if the Trustee loses contact with you or, where required, you do not elect to transfer your benefits to another superannuation fund.

SuperTrace is part of the Commonwealth Bank Group's range of products and is administered by CMLA. The trustee of SuperTrace is Colonial Mutual Superannuation Pty Ltd.

On transfer, you cease to be a member of the Fund and become a member of SuperTrace and will be subject to SuperTrace's governing rules. Please refer to 'What happens to your insurance if you leave the Fund?' on page 16 for information about the continuation of your insurance cover.

### You should note

- SuperTrace will apply a different fee structure. In SuperTrace, a management cost will apply. In addition, a benefit payment fee is deducted for each withdrawal, subject to member protection provisions. You should refer to the PDS for SuperTrace for more details.
- SuperTrace has a low risk investment approach. You will need to consider whether this is appropriate to your circumstances at the time of transfer to SuperTrace.
- SuperTrace does not offer insured benefits in the event of death and disablement.

### Contact details for SuperTrace

If you would like a copy of the PDS for SuperTrace please contact a Customer Service Representative at:

SuperTrace  
Locked Bag 5429  
Parramatta NSW 2124  
Phone: **1300 788 750\***  
Facsimile: **02 9947 4184**

### Privacy of your personal information

#### How We Handle Your Personal Information

Personal information is information or opinion that allows others to identify you. It includes your name, age, gender, contact details as well as your health and financial information. We are part of the Commonwealth Bank Group. We will act to protect your personal information in accordance with the National Privacy Principles or an industry privacy code.

The Group is a collection of related organisations that provide banking, finance, insurance, funds management, financial planning and advice, superannuation, stockbroking and other services.

The Group values your trust and aims to help you manage and build wealth over a long period. The protection of your personal information is a vital part of this relationship. It is supported by our long experience of keeping personal information confidential.

We collect personal information to provide you with the products and services you request as well as information on other products and services offered by or through us. The law may also require us to collect personal information. We will tell you who collects the personal information, advise you of their contact details, your right of access to that information, and what will happen if you choose not to provide the information.

Personal information may be used and disclosed within the Group to administer our products and services, as well as for prudential and risk management purposes and, unless you tell us otherwise, to provide you with related marketing information. We also use the information we hold to help detect and prevent illegal activity. We co-operate with police and other enforcement bodies as required or allowed by law.

We disclose relevant personal information to external organisations that help us provide services. These organisations are bound by confidentiality arrangements. They may include overseas organisations.

You can seek access to the personal information we hold about you. If the information we hold about you is inaccurate, incomplete or outdated, please inform us so that we can correct it. If we deny access to your personal information, we will let you know why. For example, we may give an explanation of a commercially-sensitive decision, rather than direct access to evaluative information connected with it.

\* For the cost of a local call – excluding mobiles.

## Section 5

### Important information

#### Further information and feedback

If you have any questions or would like further information on our privacy and information handling practices, please contact us by:

- Email at **customerrelations@cba.com.au**
- Telephone **1800 805 605\***, or
- Writing to the address below:

Privacy Officer  
Customer Relations  
Commonwealth Bank Group  
Reply Paid 41  
Sydney NSW 2001

\* A free call unless made from a mobile phone, which will be charged at the applicable mobile rate.

#### Family law

The Family Law Act allows the superannuation of married couples, who have separated or divorced, to be divided.

The Act allows the following to occur in relation to your superannuation:

- **Information request**

This is a written request for information about your superannuation and is used to determine the value of your superannuation. This request may be made by you as the member, your spouse or a person intending to enter into a superannuation agreement with you (such as a pre-nuptial agreement). The response to an information request will only be issued to the person who makes the request. Should a request be made by your spouse or intending spouse, the Act states that you must not be informed of the request.

- **Payment flag**

A payment flag may be placed on your superannuation through an agreement by you and your spouse or through a court order. The presence of this flag requires the Trustee to prevent certain types of withdrawals being made from your superannuation.

- **Splitting instructions**

Splitting instructions specify how your superannuation is to be divided. This may be expressed as a dollar amount or as a percentage. These splitting instructions may be made in the form of a superannuation agreement between you and your spouse or by court order. In both cases, the instructions will be binding on the Trustee.

In some cases, the Trustee will be able to take action to separate your spouse's entitlement from your superannuation entitlement following receipt of splitting instructions. If the Trustee is unable to take action, or has not yet taken action, to separate your spouse's entitlement following receipt of the splitting instructions, payments made from your superannuation may be divided.

In both instances, your spouse will be asked to instruct the Trustee where they would like their entitlement to be directed.

If the spouse does not provide instructions within a specified time frame, their entitlement may be established as a separate account within Colonial Select Personal Superannuation, a category of membership in the Fund.

Whilst the provisions of the Family Law Act do permit the charging of a reasonable fee for the administration of family law transactions, the Trustee has decided not to charge fees at this time. You will be notified if a decision is made to introduce fees for family law transactions in the future.

For full details regarding the impact of family law on your superannuation, please contact your financial adviser or simply call **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday.

#### How to contact one of our Customer Service Consultants

Our Customer Service Consultants are available on **13 10 56** between the hours of 8am and 8pm (Sydney time), Monday to Friday.

# Section 6

## How to apply

You can only apply for Total Care Plan Super by using the Application form which accompanies this PDS.

Try to always provide more information where you can. CMLA wants to get a good picture of your situation, so any extra detail you can give may assist CMLA in your Application. Brief answers will generally result in more information being requested and a delay in processing your Application.

Please use the checklist on the front of the Application form which accompanies this PDS, to make sure that you fill in all the information CMLA needs to process your Application as soon as possible.

### **Premium quote**

Your adviser will be able to provide a premium quote based on the cover you have selected.

### **Additional information**

Depending on what type of cover you are applying for, and how much cover you want, you may need to provide CMLA with some financial information or CMLA may require you to undergo medical tests. Your adviser will be able to explain any additional requirements to you.

### **What happens next?**

When your Application is received, it will be assessed by CMLA's underwriters. Underwriting is the process of working out how likely you are to make a claim, based on health, occupation, lifestyle and sporting activities. In some cases, CMLA will require more information to help make an accurate assessment. In others, CMLA may have to exclude some dangerous pastimes or health problems in order to offer you cover for all other situations.

If your Application is accepted by CMLA, you will be sent:

- a Policy Document which sets out the terms and conditions of your policy
- a Policy Schedule, which is an individual summary of how much cover you have, and what selections you have made.

The 28 day cooling-off period begins from the date the above is sent to you. See page 15.

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# Interim Accident Cover Certificate

## Total Care Plan Super

The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (CMLA).

### Name of life to be insured

CMLA provides interim accident cover (cover) while your Application for Total Care Plan Super is being considered.

Cover is provided on the terms and conditions set out in this Interim Accident Cover Certificate. You do not have to pay an extra premium for this cover. To the extent that they are relevant, the conditions in the Total Care Plan Super policy you applied for relating to payment of a claim apply to your cover.

This cover does not apply to you if the cover you are applying for is intended to replace a policy you have with CMLA.

### 1 Commencement of cover

Cover commences on the date CMLA receives your fully completed Application and a cheque in payment of the first Total Care Plan Super premium or, if premium payment is not by cheque, an effective direct debit request/credit card authority. Cover is subject to your premium payment being credited to CMLA by the relevant financial institution.

### 2 Period of cover

Your cover will automatically end on the earliest of the following dates:

- 90 days from the date this cover commences
- the date CMLA accepts your Application on standard or special terms or declines your Application
- the date your Application is withdrawn, and
- the date CMLA advises you that this cover is cancelled.

### 3 Cover provided

The circumstances in which CMLA will pay a benefit under this cover and the amount of the benefit vary according to the benefits you applied for in your Application, as set out below. A benefit is payable only once under this cover.

#### Life Care

If you applied for Life Care, CMLA will pay a benefit if you die as a result of an accident. Death must occur within 90 days of the accident.

The amount of the benefit is the lesser of:

- \$1,000,000, and
- the amount of Life Care you applied for.

### Name of adviser

### Signature of adviser

### Date

### Total and Permanent Disability (TPD) Cover

If you applied for TPD Cover, CMLA will pay a benefit if you are totally and permanently disabled as a result of an accident. The TPD definition that applies is either 'own occupation' or 'any occupation' as you applied for in your Application, but TPD must be the result of an accident.

The amount of the benefit payable is the lesser of:

- \$1,000,000, and
- the amount of TPD Cover you applied for.

### Accident

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

### 4 Exclusions

A benefit will not be paid if death or disablement 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
- an injury you suffer while outside of Australia
- a physical condition which you knew about before this cover commenced
- engaging in any pursuit or occupation that we would not normally cover on standard terms
- participation in criminal activity, or
- an act of war (whether declared or not).

### 5 Application for insurance

If you are eligible to make a claim under this cover, it will not prevent your Application from being accepted. However, CMLA will take into account the change in your health when assessing your Application and CMLA may decline your Application or apply special loadings, conditions and exclusions.

**This certificate must be retained by the applicant/life to be insured.**



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**13 10 56**

8 am–8 pm (Sydney time)

Monday to Friday

**[comminsure.com.au](http://comminsure.com.au)**

Write to: Manager, Customer Communication, Commlnsure Life Insurance,  
PO Box 320, Silverwater NSW 2128.

