

# Loan Protection

Insurance to help pay your loan when you can't.

Product Disclosure Statement and Policy Document

Preparation Date: 20 August 2011



**Comm**Insure



### **Important information**

This Product Disclosure Statement (PDS), other than the examples or illustrations, is also your policy document. It provides details of Loan Protection, including the features, benefits, costs, exclusions, and other terms and conditions. If you are accepted for cover, the policy document together with your policy schedule make up your insurance contract (the 'policy') with us.

This PDS and policy is issued by The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFSL 235035 (CMLA), a wholly-owned subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124. The Commonwealth Bank of Australia and its subsidiaries (other than CMLA) do not guarantee the obligations or performance of CMLA or the products it offers. CommInsure is a registered business name of CMLA.

CMLA guarantees the benefits payable under Loan Protection. Under Loan Protection, premiums are paid to and benefits are paid from CMLA's Statutory Fund No. 5. This policy has no savings element or surrender value and will not participate in the profits or surpluses of CMLA or CMLA's Statutory Fund No. 5.

All examples or illustrations in this PDS are only intended to demonstrate how certain benefits are calculated. All benefits will be determined in accordance with the relevant policy conditions.

The insurance described in this PDS is only available to residents of Australia. Applications from outside Australia will not be accepted.

Our principal office of administration is:

Level 1  
11 Harbour Street  
Sydney NSW 2000

This policy is an agreement between the policyowner and CMLA. It is governed by the laws of the State of New South Wales and can't be assigned by the policyowner to another person. All references to monetary amounts in this document are references to Australian dollars.

The information in this PDS has been prepared without taking into account your objectives, financial situation or needs. Before acting on this information you should consider the appropriateness of the information with regard to your own objectives, financial situation and needs. You should consider this PDS in making any decision about whether to acquire Loan Protection.

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# Welcome to Loan Protection

Taking out a loan can be a great way to help you achieve your goals sooner, but there are risks. If you lost your job or couldn't work because of an injury or illness, how would you make your monthly loan repayments? If you were to die unexpectedly or become terminally ill, how would your family pay off the loan?

Commlnsure's Loan Protection can help pay off your loan and cover your repayments when you can't.

## **Why Loan Protection?**

Four good reasons:

- you can reduce the stress of having to find money for your minimum monthly loan repayments when you can't earn an income
- if you have a home loan, you and your family are safe in the knowledge that you can keep your home if you become terminally ill or die
- you can help protect your credit rating when times are tough
- acceptance is guaranteed and we don't require a medical examination when you apply.

## **Two types of cover**

Loan Protection offers two types of cover to protect you and your family against the unexpected:

- *Loan Cover*, which can pay off your loan if you die or become terminally ill, and also pay a benefit if you suffer a medical trauma (as defined in this PDS) such as a heart attack
- *Loan Repayment Cover*, which can help cover your minimum monthly repayments if you become disabled or unemployed.

You can choose to have either or both of these types of cover. If you take both, then you can cover your outstanding loan account balance *and* your minimum monthly loan repayments.

## The benefits

Cover type	Benefit	What does it do?	Maximum cover	See pages
Loan Cover	Death benefit	Pays off your loan if you die.	Up to \$750,000.	4 and 19
	Terminal Illness benefit	Pays off your loan if you become terminally ill.	Up to \$750,000.	4 and 19
	Trauma benefit	Pays a benefit if you suffer a medical trauma.	10% of your maximum death and terminal illness benefit amount.	5 and 19
Loan Repayment Cover	Disablement benefit	Pays your minimum monthly loan repayments if you become disabled.	Up to \$7,500 per month.	7 and 19
	Unemployment benefit	Pays your minimum monthly loan repayments if you become unemployed.	Up to \$7,500 per month.	9 and 19

Please note that Loan Protection may not cover you for an event that results from a condition or symptom that existed before, on and up to 90 days after, the cover start date (see pages 4 to 9 for details).

To be eligible for the unemployment benefit, you also need to be employed as defined in this policy (see *What we mean by 'employed' and 'unemployed'* on page 9 for details). Please note that if your loss of employment is *voluntary* (e.g. you resign), you don't qualify as being unemployed.

### Who is eligible?

Loan Protection is available to Australian residents, between the ages of 18 and 54 years old, who have any of these Commonwealth Bank loan types:

- Personal Loan
- Home Loan
- Investment Home Loan.

### Meaning of words

Some words in this PDS have a particular meaning. Please see *What the words mean* on page 23 for these definitions).

# Loan Cover – can pay off your loan if the worst happens

Loan Cover provides the following types of benefit that can pay a lump sum towards your loan:

- death benefit, paid if you die
- terminal illness benefit, paid if you become terminally ill
- trauma benefit, paid if you're diagnosed with a covered trauma medical condition (available only for loans over \$20,000).

Loan Cover applies if the policy schedule shows the words 'Loan Cover'.

## **If you die or become terminally ill**

If you die we pay a death benefit; if you become terminally ill we pay a terminal illness benefit.

## **What death or terminal illness benefit we'll pay**

We'll pay a death or terminal illness benefit equal to the lower of:

- the amount required to pay off your loan, as at the date of your death or the date you were diagnosed with a terminal illness, or
- your maximum death and terminal illness benefit, as shown on the policy schedule.

We pay the benefit to the Commonwealth Bank for the credit of your loan account. If paying the death or terminal illness benefit results in any early loan repayment fees, or similar loan fees, we'll pay these as well.

These other conditions also apply:

- we will only ever pay either the death benefit or the terminal illness benefit
- we will only ever pay one of these benefits per policy however many people are insured

- when we pay a benefit, if the amount we pay is more than that required to pay off the loan at the relevant date, we pay the balance to the policyowner or, in the case of their death, their legal personal representative(s).

## **When we won't pay a death benefit or a terminal illness benefit**

We won't pay a benefit if your death or terminal illness results directly or indirectly from:

- an intentionally self-inflicted injury or infection (including suicide or attempted suicide), caused by you, whether you're sane or insane, or
- your use of alcohol, or drugs not taken under the supervision of a doctor, or
- any injury or illness for which you had symptoms, or received professional medical advice or treatment, within the 12 months before:
  - your cover start date
  - the date the amount of your death and terminal illness benefit was increased (this applies only to the increased amount)
  - the date the policy was re-instated.

We also won't pay a benefit if the death or terminal illness benefit, or the entire policy, has come to an end (see *When cover starts and ends* on page 19).

If your loan amount increases after you become aware of the illness or injury that causes your death or terminal illness, we don't cover the increased amount.

### **An example of how the death benefit works – John**

John takes out Loan Cover for his \$25,000 personal loan. A year later he is killed in a car accident. On the day John dies, the outstanding balance of his loan is \$20,000, so we pay \$20,000 to the Commonwealth Bank for credit of his loan account.

### **An example of how the terminal illness benefit works – Corinne**

Corinne takes out Loan Cover for a \$300,000 home loan. A few years later she discovers she has a brain tumour and the doctor certifies that she has less than twelve months to live. At the time we consider Corinne to have a terminal illness, the outstanding balance of her loan account is \$200,000, so we pay \$200,000 to the Commonwealth Bank for credit of her loan account.

### **If you get cancer, have a stroke or have major heart problems (trauma)**

The trauma benefit applies where the original loan amount was over \$20,000, and covers the following four medical trauma conditions:

- cancer
- coronary artery disease requiring bypass surgery
- heart attack
- stroke.

Please see the *Medical trauma condition definitions* on page 27 for detailed definitions of these conditions.

### **What trauma benefit we'll pay**

If you're suffering from trauma, we'll pay a trauma benefit equal to 10% of your maximum death and terminal illness benefit amount. We pay the benefit to the Commonwealth Bank for credit of your loan account.

On the date we pay, if the trauma benefit is more than the amount required to pay off the loan, we'll pay the balance to the policyowner. If paying the trauma benefit results in any early loan repayment fees, or similar loan fees, we'll pay these as well.

These other conditions also apply:

- we will only ever pay up to \$75,000 for each person insured
- we will only pay a trauma benefit once for each person insured.

### **When we won't pay a trauma benefit**

We won't pay a trauma benefit if:

- the medical trauma condition results directly or indirectly from:
  - an intentionally self-inflicted injury or infection (including suicide or attempted suicide), caused by you, whether you're sane or insane, or
  - your use of alcohol, or drugs not taken under the supervision of a doctor, or
- the medical trauma condition occurred, was first diagnosed, the first symptoms of it became apparent or you received professional medical advice or treatment for it at any time before, on or within 90 days after:
  - your cover start date

# Loan Cover

- the date the amount of your maximum death and terminal illness benefit was increased (this applies only to the increased amount)
- the date the policy was re-instated, or
- you die from any cause within 30 days of first being diagnosed as suffering a medical trauma condition, or
- a death benefit or terminal illness benefit has been paid or is payable.

We also won't pay a trauma benefit if the trauma benefit or the entire policy has come to an end (see *When cover starts and ends* on page 19).

## **Automatic decrease to death and terminal illness benefit**

When we pay a trauma benefit, the maximum death and terminal illness benefit amount is reduced by the amount of the trauma benefit we pay. This reduces your level of cover, so your premiums will also decrease subject to the minimum monthly premium (see *How much it costs* on page 15).

We'll re-calculate your premiums using the rate based on your age when your cover started and the new maximum death and terminal illness benefit amount. This recalculation of your premium will occur on the date your trauma benefit becomes payable.

We'll advise you of the new maximum death and terminal illness benefit amount, and refund any overpayment of premiums that occurred after the recalculation.

## **An example of how the trauma benefit works – Jeremy**

Jeremy took out Loan Cover eight years ago for a \$500,000 home loan. After making regular payments he owes \$400,000 on the loan. Unfortunately, Jeremy then suffers a stroke. We pay a trauma benefit of \$50,000 (10% of the original loan amount of \$500,000), which reduces his outstanding loan amount from \$400,000 to \$350,000.

We then deduct the amount of the trauma benefit we paid from Jeremy's original maximum death and terminal illness benefit amount (\$500,000), giving him \$450,000 of cover. His premium then goes down as a result. If Jeremy later died, we'd pay a death benefit that would pay off the remainder of the loan at his date of death.

# Loan Repayment Cover – makes your repayments when you can't

Loan Repayment Cover provides two types of benefit that can pay a monthly amount to help you make your minimum monthly repayments:

- disablement benefit, paid if you're disabled by an injury or illness
- unemployment benefit, paid if you become unemployed.

Please note that if your loss of employment is *voluntary* (e.g. you resign), you don't qualify as being unemployed (see *When we won't pay an unemployment benefit* on page 11 for more details).

Loan Repayment Cover applies if the policy schedule shows the words 'Loan Repayment Cover'.

## **If you're disabled by an injury or illness**

If you're disabled by an injury or illness, this benefit can help pay your minimum monthly repayment (see *Minimum monthly repayment* on page 12).

### **When we'll pay a disablement benefit**

We'll pay a disablement benefit if:

- you've been employed for at least 180 consecutive days immediately before you become disabled, and
- you're disabled for longer than 30 consecutive days.

For a definition of 'employed', please see *What we mean by 'employed' and 'unemployed'* on page 9.

'Disabled' means that due to injury or illness you are:

- unable to perform at least one duty of your occupation which produces at least 20% of your monthly income, and
- following the advice of a doctor, and
- not working.

A doctor must certify that the disablement has occurred. Until we receive this certification we won't consider you to be disabled in terms of this definition.

### **What disablement benefit we pay**

Once you've been disabled for 30 consecutive days, we'll pay the disablement benefit for each day you continue to be disabled after that. The disablement benefit is 1/30<sup>th</sup> of your minimum monthly repayment for each day you are disabled.

For example, if the minimum monthly repayment on your loan was \$1,500 and you were disabled for 50 days in total, we'd pay \$50 per day (1/30<sup>th</sup> of \$1,500) for 20 days (50 minus the first 30 days), a total of \$1,000.

The following maximum monthly amounts apply to the disablement benefit:

- for personal loans, the minimum monthly repayment amount
- for home loans and investment home loans, the lower of your minimum monthly repayment amount, or 1% of the maximum death and terminal illness amount.

We pay the disablement benefit either fortnightly or monthly (or as we've otherwise agreed with you) in arrears. We pay this benefit to the Commonwealth Bank for credit of your loan account.

# Loan Repayment Cover

## When we stop paying

We stop paying the disablement benefit on the earlier of:

- the date the loan is paid off
- the date we've paid 12 months' worth of disablement benefits for any one continuous period of disablement
- the date you:
  - return to work, or to a function performed for reward, compensation or profit
  - permanently retire
  - die or become terminally ill
  - cease to be an Australian resident
- the date that your disablement cover ends
- the date the policy ends (see *When cover starts and ends* on page 19)
- the policy anniversary date before your 65th birthday.

If you become disabled again after we've paid a benefit, you must have been employed for at least 180 days before making another claim for the disablement benefit. If you're disabled again by the same injury or illness within 30 days of the end of a period of disablement, we treat the two periods as one continuous period of disablement. We won't treat more than two consecutive periods of disablement as one continuous period of disablement.

## When we won't pay a disablement benefit

We won't pay a disablement benefit if:

- you're disabled directly or indirectly because of:
  - an intentionally self-inflicted injury or infection (including suicide or attempted suicide), caused by you, whether you're sane or insane, or
  - your use of alcohol, or drugs not taken under the supervision of a doctor, or
- the injury or illness that caused the disablement occurred, was first diagnosed, or the symptoms of it became apparent, before, on, or within the 30 days after:
  - the cover start date
  - the date the amount of your disablement benefit was increased (this applies only to the increased amount)
  - the date the policy was re-instated, or
- we've already paid a death benefit or terminal illness benefit, or one of these benefits is payable for you, or
- we're already paying a disablement or unemployment benefit for another person insured under the policy (see *One benefit at a time* on page 12), or
- the disablement cover or the policy has come to an end (see *When cover starts and ends* on page 19).

### **An example of how the disablement benefit works – Thao**

Thao is a concreter. He takes out Loan Repayment Cover for a personal loan of \$30,000 that has minimum monthly repayments of \$1,200. A few months later, Thao's legs are seriously injured in a football accident, leaving him disabled. Thao spends 185 days in a wheelchair recovering the use of his legs before he can get back to work.

After the first 30 days, we pay a benefit towards Thao's minimum monthly repayments. We calculate this as \$40 per day ( $\$1,200/30$ ) for 155 days in all (185 minus 30). We pay a total of \$6,200, covering Thao's minimum monthly repayments for over five months.

### **If you become unemployed**

If you become unemployed, this benefit can help pay your minimum monthly repayment (see *Minimum monthly repayment* on page 12).

### **When we'll pay an unemployment benefit**

We'll pay an unemployment benefit if:

- you've been employed for at least 180 days (or, if you've been employed under a fixed-term contract, for a combined period of at least 18 months), and
- you become unemployed immediately thereafter, and
- you remain continuously unemployed for more than 30 consecutive days, and
- while you're unemployed you're actively seeking employment in Australia.

### **What we mean by 'employed' and 'unemployed'**

To be considered as 'employed', you must be:

- employed to carry out identifiable duties in one of the types of employment explained in the table below, and
- actually performing or capable of performing those duties, and
- in our opinion, not restricted by illness or injury from performing those duties on a full-time basis (even if not working on a full-time basis), where 'full-time basis' means at least 35 hours per week.

# Loan Repayment Cover

This type of employment	Means...	We consider you 'unemployed' if ...
Permanently employed	You've been working for at least 20 hours per week in continuous, permanent and regular employment that is not seasonal in nature.	<p>You lose your employment because your employer terminated your employment or made you redundant.</p> <p>If your loss of employment is of a voluntary nature (e.g. you resign), you don't qualify as being unemployed.</p>
Casually or temporarily employed	You've been working for at least 20 hours per week for the same employer in employment that is not seasonal in nature.	<p>You lose your employment because your employer terminated your employment or made you redundant.</p> <p>If your loss of employment is of a voluntary nature (e.g. you resign), you don't qualify as being unemployed.</p>
Self-employed	<p>You've been working for at least 20 hours per week, in a business or an enterprise and:</p> <ul style="list-style-type: none"> <li>• you have power or control over the business or enterprise because you own it, or are a shareholder in the company that owns it, or are a partner in the partnership that owns it, and</li> <li>• you're working for payment or reward, and</li> <li>• you're not an employee.</li> </ul>	<p>You stop work in one of the following circumstances:</p> <ul style="list-style-type: none"> <li>• you stop your business trading permanently or start to wind it up</li> <li>• the business is placed in the hands of an insolvency practitioner</li> <li>• if in a partnership, you dissolve or start to dissolve the partnership.</li> </ul>
Working under a fixed-term contract	<p>You've been working under one or more contracts providing at least 20 hours per week of continual and regular employment, where the contract or contracts is or are:</p> <ul style="list-style-type: none"> <li>• for salary or wages, and</li> <li>• for a term no longer than a specified period, and</li> <li>• with the same employer, and</li> <li>• for a combined period of at least 18 consecutive months.</li> </ul>	<p>You stop work before the end date of the contract because your employer terminated the contract or made you redundant.</p> <p>If you <i>voluntarily</i> terminate the contract, you don't qualify as being unemployed.</p>

If you become unemployed again within 90 days of the end of a period of unemployment, we treat it as one continuous period of unemployment. We won't treat more than two consecutive periods of unemployment as one continuous period of unemployment.

Please note that we won't pay both a disablement and unemployment benefit at the same time (see *One benefit at a time* on page 12).

### **What unemployment benefit we pay**

Once you've been unemployed for 30 consecutive days, we'll pay the unemployment benefit for each day you continue to be unemployed after that. The amount is 1/30<sup>th</sup> of the minimum monthly repayment for each day you are unemployed.

For example, if the minimum monthly repayment was \$1,500 and you were unemployed for 50 days in total, we'd pay \$50 per day (1/30<sup>th</sup> of \$1,500) for 20 days (50 minus the first 30 days), a total of \$1,000.

The following maximum monthly amounts apply to the unemployment benefit:

- for personal loans, the minimum monthly repayment amount
- for home loans and investment home loans, the lower of your minimum monthly repayment amount, or 1% of the maximum death and terminal illness amount.

We calculate the unemployment benefit daily and pay it fortnightly or monthly (or as we've otherwise agreed) in arrears. We pay the benefit to the Commonwealth Bank for credit of your loan account.

### **When we stop paying**

We stop paying the unemployment benefit on the earlier of:

- the date the loan is paid off
- the date we've paid four months' worth of unemployment benefits for any one continuous period of unemployment
- the date you:
  - return to work, or to a function performed for reward, compensation or profit
  - stop actively looking for work in Australia
  - permanently retire
  - die
  - cease to be an Australian resident
- the expiry date of your fixed-term contract
- the date that your unemployment cover ends
- the date your policy ends (see *When cover starts and ends* on page 19)
- the policy anniversary date before your 65th birthday.

### **When we won't pay an unemployment benefit**

We won't pay an unemployment benefit if:

- you resign, accept voluntary redundancy or take early retirement, or abandon your employment, or
- you become unemployed, directly or indirectly, because a seasonal job or a fixed-term contract or specified period of work ends, or

# Loan Repayment Cover

- you became unemployed or became aware that you would soon be unemployed before, or within the 60 days after:
  - your cover start date
  - the date the amount of your unemployment benefit was increased (this applies only to the increased amount)
  - the date the policy was re-instated, or
- we've paid a death benefit or terminal illness benefit, or one of these benefits is payable for you.

## An example of how the unemployment benefit works – Jane

Jane is a sales representative. She has a home loan of \$500,000, with minimum monthly repayments of \$3,600 and Loan Repayment Cover. Six months after she takes out the loan, the company she works for goes out of business.

Jane is unemployed for 122 days until she finds a new job. Her monthly repayments are \$3,600, so after the first 30 days, we start paying a monthly benefit towards her loan. We calculate this as \$120 per day ( $\$3,600/30$ ) for 92 days in all (122 minus the first 30 days), paying a total of \$11,040 towards her loan over three months.

## One benefit at a time

We'll only pay either the disablement or unemployment benefit at any one time, regardless of whether:

- there is more than one person insured on the policy
- more than one person insured is disabled and/or unemployed, or
- one person insured is both unemployed and disabled.

If you have joint cover, we won't pay benefits concurrently, (i.e. one claim must end before another can start).

## Minimum monthly repayment

Your minimum monthly repayment is no more than the minimum amount the policyowner must pay the Commonwealth Bank for the loan each month.

For the disablement benefit, this is determined at the date the person insured first suffered the illness or injury that made them disabled. For the unemployment benefit, it's determined at the date the person insured became aware that they would soon be unemployed.

When calculating this minimum monthly repayment, we use the rate of interest payable on the loan on the date you became disabled or unemployed (as applicable). We won't include any overdue payments (or interest on them), fees, charges, expenses, taxes or duties owed, or any other amounts you might owe because of overdue payments.

It's important to remember that the minimum monthly repayment may not be the same as the amount the policyowner actually pays off the loan each month.

## An example of how the minimum monthly repayment works – Harry and Jennifer

Harry has a \$40,000 personal loan for which the bank requires him to pay a \$500 minimum monthly repayment. To pay off the loan sooner, Harry chooses to pay \$1,000 each month to the bank.

When Harry is disabled in a sporting accident, his Loan Protection policy pays \$500 each month towards his loan, not \$1,000.

Jennifer has a \$500,000 home loan over a seven-year term, with minimum monthly repayments of \$10,000 a month. When the company Jennifer works for makes her redundant, we start paying an unemployment benefit of \$5,000 a month.

We pay \$5,000 a month, not \$10,000, because the maximum we will pay is 1% of the maximum death and terminal illness benefit, as based on Jennifer's original loan amount (in this case 1% of \$500,000). If her loan was over a 20-year term with payments of \$4,000 a month, then we would pay \$4,000 a month, as this is less than 1% of her maximum death and terminal illness benefit.

# Summary of benefit limits

## Loan Cover

Term	Meaning
Death & Terminal Illness	<ul style="list-style-type: none"> <li>the maximum for each claim is the lower of your outstanding loan balance or the maximum death and terminal illness benefit amount at the date you die or become terminally ill</li> <li>if the policy provides cover for more than one person, we'll only ever pay either the death benefit or the terminal illness benefit for one person insured on the policy, never both; if we pay a death benefit, the policy ends.</li> </ul>
Trauma	<ul style="list-style-type: none"> <li>the maximum trauma benefit is 10% of your maximum death and terminal illness benefit amount, up to \$75,000</li> <li>cover is only available for an original loan amount over \$20,000</li> <li>we will only pay a trauma benefit once for each person insured.</li> </ul>

## Loan Repayment Cover

Term	Meaning
Disablement	<ul style="list-style-type: none"> <li>the benefit is 1/30<sup>th</sup> of your minimum monthly repayment for each day you're disabled after the first 30 consecutive days of disablement</li> <li>the maximum benefit we'll pay per month is:               <ul style="list-style-type: none"> <li>for personal loans, your minimum monthly repayment amount</li> <li>for home loans and home investment loans, the lower of your minimum monthly repayment amount, or 1% of your original loan amount (up to \$7,500 per month)</li> </ul> </li> <li>we'll pay up to 12 months' worth of benefits for each claim.</li> </ul>
Unemployment	<ul style="list-style-type: none"> <li>the benefit is 1/30<sup>th</sup> of your minimum monthly repayment for each day you're unemployed after the first 30 consecutive days of unemployment</li> <li>the maximum benefit we'll pay per month is:               <ul style="list-style-type: none"> <li>for personal loans, your minimum monthly repayment amount</li> <li>for home loans and home investment loans, the lower of your minimum monthly repayment amount, or 1% of your original loan amount (up to \$7,500 per month)</li> </ul> </li> <li>we'll pay up to four months' worth of benefits for any one claim</li> <li>if you become unemployed under a fixed-term contract, we'll only pay the benefit up to the expiry date of that contract.</li> </ul>

# How much it costs

When you apply for Loan Protection, you'll receive a quote of what the monthly premium is estimated to be. When cover first starts, we'll send you a policy schedule that states the monthly premium.

We charge the first premium after the first cover start date. Your monthly premium will never be less than our minimum monthly premium for the policy.

This table summarises the significant factors that can affect the premium:

Loan size	Age	Cover types
<p>The larger the loan you insure, the higher the premium.</p> <p>For example, the premium for a \$500,000 home loan will be higher than the premium for a \$20,000 personal loan.</p> <p>The premium is level, which means that it doesn't decrease as your loan balance decreases.</p>	<p>The ages of all the people insured on the policy when their respective covers start affect the premium. The older each person is when we insure them, the higher the premium.</p> <p>The premium is level, which means that it doesn't increase as you get older.</p>	<p>Your premium will typically be higher if you choose both Loan Cover and Loan Repayment Cover, than if you choose just one or the other.</p> <p>If you choose one type of cover then add the other type later, your premium will increase.</p>

## Paying your premiums

The policyowner is responsible for paying the premiums for this policy. We require you to pay the premiums in advance in regular and consecutive monthly instalments, on the day of the month shown on the policy schedule.

You can pay by direct debit from a bank account or by a credit card acceptable to us. You can change the way you pay at any time as long as we have a current and acceptable payment authority from you.

If you're claiming or receiving a benefit, you must still pay the premiums. If we don't receive premiums on time we can cancel the policy (see *If you don't pay the premium* on page 19).

## Changing premiums

In some situations the level of cover reduces. This happens after we pay a trauma claim, or if the policyowner asks us to decrease the level of cover. When a cover level goes down, the premium usually does too (subject to the minimum monthly premium). If you ask us to increase the level of cover, you'll normally be required to pay a higher premium (subject to the minimum monthly premium).

Sometimes we may need to change the premium, which will alter the amount you pay each month. If we do this, we will:

- give the policyowner one month's notice (or other period as required by law)
- change the premium for all policies issued on the same terms as your policy (i.e. we won't single out your policy).

# How much it costs

## **Commission**

We may pay a commission to the Commonwealth Bank or other third party of up to 20% of the premiums we receive.

## **Taxation**

Generally, benefits paid due to death or permanent disability are not assessable for tax purposes and the premiums are not tax-deductible.

Taxation for other benefits may vary with individual circumstances and we recommend you discuss this with your tax adviser.

# Choosing partial cover

If the policy is for a home loan or investment home loan (not a personal loan), the policyowner can choose to insure part of the original loan amount or minimum monthly repayment, rather than the whole loan. This will reduce the level of cover and the monthly premium (subject to the minimum monthly premium).

## **Partial Loan Cover**

Rather than insuring the whole original loan amount, you can choose to insure 25%, 50% or 75% of it. For loans over \$750,000, we only cover the percentage you nominate of the first \$750,000. For example, 50% cover of a \$1 million loan will provide \$375,000 of cover, not \$500,000.

The maximum death and terminal illness benefit we'll pay under partial cover is the amount of your original loan times the percentage amount you choose. For example, if you have a loan of \$200,000 and you choose 50% Loan Cover, the maximum death and terminal illness benefit amount is \$100,000.

## **Partial Loan Repayment Cover**

Rather than insuring your whole minimum monthly repayment amount, you can choose to insure 25%, 50% or 75% of it.

When determining the maximum amount we'll pay each month, we choose the lower of your minimum monthly repayment amount, or 1% of your original loan amount. If you've chosen partial cover, we consider your original loan amount to be the percentage of the loan that you chose to insure.

For example, if you insured a loan of \$200,000, your original loan amount would be \$200,000, so the maximum benefit we'd pay would be \$2,000 (1% of \$200,000). If you chose 50% partial Loan Repayment Cover for the loan, we'd consider your original loan amount to be 50% of \$200,000 (\$100,000), so the 1% limit would be \$1,000 (1% of \$100,000).

## **If you have both covers**

If you have both Loan Cover and Loan Repayment Cover, you must insure your original loan amount and your minimum monthly repayment in the same percentage. For example, if you choose to insure only 75% of your original loan amount under Loan Cover, you can only insure 75% of your minimum monthly repayment under Loan Repayment Cover.

## **Choosing an appropriate level of cover**

Choosing a lower cover percentage reduces your premium by the same percentage (subject to our minimum monthly premium). For example, if you insured 50% of your loan, you would expect to pay 50% of the premium you'd pay if you'd insured the whole original loan amount.

You can't change the partial cover percentage once the policy has started.

It's important to recognise that any partial cover payment we make is unlikely to cover the entire original loan amount or monthly repayment amount. Before choosing partial cover, please consider how this may affect your future financial situation.

# Applying for cover

## How to apply

The easiest way to apply for Loan Protection is through your lender. No medical examination is required when you apply, and any resident of Australia aged between 18 and 54 years old, who has (or is taking out) a personal loan, home loan or investment home loan from the Commonwealth Bank can apply.

You should also be aware that:

- you're not obliged to take out Loan Protection when arranging a Commonwealth Bank loan
- you can apply for this type of cover with another insurer
- we only provide cover under Loan Protection for death, terminal illness, trauma, disablement and unemployment
- we provide cover under this product for losses caused by certain events, and the extent to which Loan Protection cover applies is measured by reference to the amount you owe on your loan.

## When you can apply

You can apply for Loan Protection:

- when you apply for a new loan
- when you borrow more under an existing loan
- at any other time, if we agree.

If you're increasing a loan that's not already covered, you can apply to cover the whole new loan amount, up to a total of \$750,000, or the monthly repayments up to \$7,500.

## Cover in more than one name (joint cover)

If there's more than one eligible borrower on the loan, you can apply for joint cover. You will both be policyowners, and will both be insured under the one policy, but you don't have to take the same combination of covers. For example one policyowner might have just Loan Cover, while the other might have both Loan Cover and Loan Repayment Cover.

If you apply for a joint cover policy for a home loan or investment home loan and you choose partial cover, the percentage of cover you nominate (i.e. 25%, 50% or 75%) must be the same for all policyowners (see *Choosing partial cover* on page 17). To continue the example above, if the policyowners chose 50% cover, one would have 50% partial Loan Cover, the other would have 50% partial Loan Cover and 50% partial Loan Repayment Cover.

## Cooling-off period

The policyowner has 14 days to consider whether the policy meets their needs (the 'cooling-off period'). Within this period they can cancel the policy by contacting us and we'll refund in full any premiums they have paid. The 14 day cooling-off period starts on the earlier of:

- the day the policyowner receives the policy schedule
- the end of the fifth day after the policy was issued.

# When cover starts and ends

When we accept your application, we send the policyowner a policy schedule that shows:

- the person (or people) insured under the policy
- the policy start date
- the type of cover for each person insured
- the amount of cover.

Your policy, and all our obligations under it, ends when any of the following events occur:

- you or we cancel the policy, or
- all cover under the policy ceases, or
- the date the Commonwealth Bank formally discharges or cancels your loan.

## **When the various cover types start and end**

Each type of cover for each person insured under the policy begins on the cover start date for that person insured.

All covers for a person insured under the policy end on the earliest of:

- the person dying, or
- us paying a death benefit or terminal illness benefit for them, or
- the policy anniversary date before their 65th birthday, or
- the date the person insured ceases to be an Australian resident.

In addition:

- we will only ever pay one trauma benefit for each person insured under the policy
- Loan Repayment Cover ends on the day the person insured under the policy permanently retires.

## **If you change the people insured under the policy**

Only the policyowner can change a person insured under the policy. If they add or remove a person insured from the policy, we'll provide the policyowner written confirmation of this change. We'll add a person insured or remove a person insured from the policy on the date we process the policyowner's request.

The cover for each person insured under the policy begins from the cover start date for that person.

## **Cancelling the policy**

The policyowner can cancel the policy at any time. To do this:

- call us on **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday, or
- write to us at this address:  
Commlnsure Life Insurance Services  
PO Box 308  
Silverwater NSW 2128

The cover provided by the policy will generally end on the date that your cover is paid up to, after we receive your cancellation request. The policy does not have any cash value when you cancel it, so if you cancel the policy after the cooling off period (see page 18) you will not receive a refund of any premiums paid.

## **If you don't pay the premium**

If the policyowner doesn't pay the monthly premium within one calendar month of the due date, we can choose to cancel the policy on a date we nominate. If we do this we'll write to the policyowner. We will not accept claims for events that happen after the date the policy is cancelled.

# When cover starts and ends

## **Re-instating a cancelled policy**

If we cancel the policy due to overdue premiums, the policyowner can ask us to re-instate the policy provided its premium is not overdue for more than 3 months.

If we agree to re-instate the policy, the policyowner must pay all the outstanding premiums.

Please note that limitations as to when we pay benefits will apply from the date the policy is reinstated, see page 4 to 13.

# Changing the level of cover

Only the policyowner, can change the level of cover, subject to the conditions contained in this PDS. To do this they can either:

- call us on **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday
- complete and return to us an alteration form, which you can get from any Commonwealth Bank branch.

If you increase your loan, you can ask to increase the level of cover, as long as the people insured under the policy are no older than 54. Please note that cover doesn't increase automatically when you increase your loan amount – you need to contact us if you want to increase the cover when you increase your loan.

If we agree to increase the cover, we'll calculate the premium for the extra cover using the ages of the people insured under the policy at the time the increased cover starts. The premium for the existing cover will not change. The increase takes effect from the date that we advise you.

# Making a claim

If an insured event occurs, you or your legal representative should contact us as quickly as possible to give us the details.

To claim, either you or your legal representative should:

1. Call **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday. We'll send you a claim form and a covering letter outlining the supporting evidence we need to be able to assess the claim.
2. Complete the claim form and return it to us with supporting evidence of your claim within 90 days of the date of the event or as soon as practicable after that.

## Medical evidence

For disablement, terminal illness and trauma claims (see *What the words mean* on page 23) we require certificates from a doctor and where we consider it appropriate supported by our chief medical officer. You must provide all certificates and evidence we require at your own expense, except where we ask for a medical examination or other tests.

If we consider it necessary, we may require access to all medical records and test results so we can independently verify the existence and the extent of an illness, injury or other event. We can make any reasonable enquiries about the claim and we may require you to have a medical examination by a doctor we nominate (see *Privacy of your personal information* on page 29).

## Paying claims

Once we've received all the necessary documents and assessed the validity of your claim, we'll pay your claim as soon as possible. You must continue to make your premium payments while claiming any benefits or being paid a benefit.

# What the words mean

Term	Meaning
casually employed	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
cover start date	The date from which we provide Loan Cover and/or Loan Repayment Cover for the person insured.
date the policy was re-instated	The date we agree to re-instate your policy.
disablement, disabled	<p>'Disabled' or 'disablement' means that due to injury or illness you are:</p> <ul style="list-style-type: none"> <li>• unable to perform at least one duty of your occupation which produces at least 20% of your monthly income, and</li> <li>• following the advice of a doctor, and</li> <li>• not working.</li> </ul> <p>A doctor must certify that the disablement has occurred and until we receive this certification we won't consider you to be disabled in terms of this definition.</p>
doctor	<p>A person who:</p> <ul style="list-style-type: none"> <li>• is legally qualified and registered to practise, and is practising, medicine, and</li> <li>• is not you or a member of your immediate family, and</li> <li>• is acceptable to us.</li> </ul> <p>In the case of terminal illness or trauma we may require that the doctor be a specialist that we consider to be appropriate.</p>
employment, employed	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9. Employment has the same meaning.
fixed-term contract	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
injury	Bodily injury resulting from an accident and caused solely and directly by violent, external and visible means.

# What the words mean

Term	Meaning
loan	<p>A loan is:</p> <ul style="list-style-type: none"> <li>• a personal, home or investment home loan from the Commonwealth Bank, which the bank has funded under an application they have approved, and for which the policyowner has requested cover under this policy, or</li> <li>• additional borrowing to an existing personal loan, home loan or investment home loan where:               <ul style="list-style-type: none"> <li>– the Commonwealth Bank has approved the loan application and funded the additional borrowing</li> <li>– the security for the loan has not changed</li> <li>– the policyowner has requested cover under this policy for the additional borrowing.</li> </ul> </li> </ul>
loan account	An account or accounts the Commonwealth Bank has established for the loan.
maximum death and terminal illness benefit amount	The maximum death and terminal illness benefit shown on the latest policy schedule or as subsequently updated by us.
minimum monthly repayment	<p>See:</p> <ul style="list-style-type: none"> <li>• <i>Minimum monthly repayment</i> on page 12</li> <li>• <i>Choosing partial cover</i> on page 17.</li> </ul>
monthly income	The person insured's monthly income from personal exertion (net of business expenses but before tax) but excluding the superannuation component of that income.
original loan amount	The funded amount of the loan we insured when cover under the policy first started.
permanent employment, permanently employed	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
permanently retired	You have permanently stopped working.
person insured	A person named on the policy schedule as a person insured under this policy. A person insured is nominated by the policyowner and may be either the policyowner or someone other than the policyowner. 'People insured' or 'people are insured' has a similar meaning.

Term	Meaning
policyowner	<p>The person or people named in the policy schedule as the policyowners, and who are the loan borrowers. The policyowner doesn't have to be a person insured under the policy.</p> <p>If there is more than one policyowner, they hold this policy as joint tenants, so if one policyowner dies, the surviving policyowner owns the policy.</p>
policy schedule	The schedule to this policy so named, as subsequently amended by us from time to time.
self-employment, self-employed	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
temporarily employed, temporary employment	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
terminal illness	An illness or injury which, in the opinion of a doctor and where we consider it necessary supported by our chief medical officer, will lead to death within twelve months. The doctor and, if we consider it necessary, our chief medical officer, must certify that the terminal illness has occurred. Until we receive certifications, terminal illness will not have occurred for the purposes of this definition.
trauma	<p>Suffering from one of these medical trauma conditions:</p> <ul style="list-style-type: none"> <li>• cancer</li> <li>• coronary artery disease requiring bypass surgery</li> <li>• heart attack</li> <li>• stroke.</li> </ul> <p>See <i>Medical trauma condition definitions</i> on page 27 for detailed <b>definitions</b> of these medical trauma conditions.</p> <p>The medical trauma condition must be certified from a doctor as having occurred and, if we consider it necessary, supported by our chief medical officer. Until we receive certifications, trauma will not be suffered for the purposes of this definition.</p>
unemployed	See <i>What we mean by 'employed' and 'unemployed'</i> on page 9.
we, us, our, CommInsure	The Colonial Mutual Life Assurance Society Limited.

# What the words mean

Term	Meaning
you/your	<p>Depending on the context, either:</p> <ul style="list-style-type: none"><li>• a person insured under the policy, or</li><li>• the policyowner, or the person who will become the policyowner.</li></ul> <p>We only determine and pay a benefit arising out of insured events in relation to a person insured under the policy. In that context 'you' or 'your' means a person insured under the policy.</p> <p>Benefits under the policy are paid to the Commonwealth Bank for the credit of the policyowner's loan account, or to the policyowner as provided under the policy.</p>

In addition, in this PDS unless the context otherwise requires, the singular may read as the plural and vice versa. Headings are inserted for convenience only and are not intended to affect interpretation.

# Medical trauma condition definitions

Term	Meaning
cancer	<p>Any malignant tumour, characterised by the uncontrolled growth and spread of malignant cells, that requires treatment by surgery, radiotherapy, chemotherapy, biological response modifiers, or any other major interventionist treatment and includes cancers that are completely untreatable.</p> <p>The following are included:</p> <ul style="list-style-type: none"> <li>• leukaemia</li> <li>• hodgkin's disease</li> <li>• malignant lymphoma</li> <li>• malignant bone marrow disorders</li> <li>• melanomas which have a depth of invasion of Clark Level 3 or 1.5mm or more in Breslow thickness</li> <li>• carcinoma in situ of the breast which results directly in the removal of the entire breast (with or without removal of lymph nodes). The procedure must be performed specifically to arrest the spread of malignancy and be considered the appropriate and necessary treatment.</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• tumours showing the malignant changes of 'carcinoma in situ' or which are histologically described as premalignant. The following are examples of tumours categorised as being either carcinoma in situ or premalignant and are excluded:             <ol style="list-style-type: none"> <li>i) cervical dysplasia, CIN 1, CIN 2 and CIN 3</li> <li>ii) all non-melanoma skin tumours and cancers, unless there has been evidence of metastatic spread</li> </ol> </li> <li>• any colorectal cancer classified as TNM (Tumour, Nodes, Metastases) Stage 0 (TIS, NO, MO)</li> <li>• prostatic cancers which remain histologically described as TNM Classification T1a or T1b or are of another equivalent or lower classification</li> <li>• prostatic cancers which remain histologically described as TNM Classification T1c unless curative intent therapy has been administered in connection with such cancer</li> <li>• tumours treated by endoscopic procedures alone, and</li> <li>• chronic lymphocytic leukaemia Rai Stage 0-1.</li> </ul>

# Medical trauma condition definitions

Term	Meaning
coronary artery disease requiring bypass surgery	The actual undergoing of bypass surgery (including saphenous vein or internal mammary graft/s) for the treatment of coronary artery disease. Any other operations are specifically excluded from this definition.
heart attack	<p>The death of part of the heart muscle (myocardium) as a result of inadequate blood supply. The diagnosis must be based on either:</p> <ul style="list-style-type: none"> <li>• the following medical evidence:               <ul style="list-style-type: none"> <li>i) elevation of cardiac enzyme CK-MB, or</li> <li>ii) elevation in levels of Troponin I greater than 2.0mcg/L or Troponin T greater than 0.6mcg/L or their equivalent</li> </ul> </li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>iii) confirmatory new electrocardiogram (ECG) changes, or</li> <li>iv) medical evidence satisfactory to us that the heart attack reduced the Left Ventricular Ejection Fraction to below 50% when measured at least six weeks after the heart attack</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• any other medical evidence satisfactory to us which demonstrates that myocardial damage has occurred to at least the same degree of severity as would be evidenced by the medical evidence required under the first bullet point.</li> </ul>
stroke	<p>A stroke is:</p> <ul style="list-style-type: none"> <li>• a cerebrovascular accident or incident producing neurological sequelae</li> <li>• an infarction of brain tissue, or</li> <li>• an intracranial and/or subarachnoid haemorrhage, or embolisation from an extracranial source which results in a neurological deficit causing at least 25% permanent impairment of the whole person function.</li> </ul> <p>The following are excluded:</p> <ul style="list-style-type: none"> <li>• cerebral symptoms due to:               <ul style="list-style-type: none"> <li>i) transient ischaemic attacks</li> <li>ii) reversible ischaemic neurological deficit, or</li> <li>iii) migraine</li> </ul> </li> <li>• cerebral injury resulting from:               <ul style="list-style-type: none"> <li>i) trauma</li> <li>ii) hypoxaemia, or</li> <li>iii) vascular disease affecting the eye, optic nerve or vestibular function.</li> </ul> </li> </ul>

# Privacy of your personal information

'Customer information' is information about a customer. It includes personal information such as name, age, gender, contact details as well as your health and financial information.

## **Why we collect customer information**

We collect personal information (including full names, addresses and contact details) so that we can administer our customer relationships, and give customers like you the products and services they request as well as information on the Commonwealth Bank Group's products and services.

The law may require us to identify our customers. When we do this, we do so by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf.

Collecting and verifying information helps to protect against identity theft, money laundering and other illegal activities.

## **How we use it**

We use your customer information to manage our relationship with you, give you the products and services you request and also tell you about the products and services offered by the Group, affiliated providers and external providers for whom we act as agent. If we have your email or mobile phone details we may contact you. You may also receive information on the Group's products and services electronically.

## **How we collect it**

We can collect and verify customer information in different ways and we'll advise you of the most acceptable ways to do this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or

we may verify with an employer that the information you have given us is accurate.

## **What we collect**

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address.

If you are commonly known by two or more different names, you must give us full details of your other name or names.

## **Protecting customer information**

We comply with the National Privacy Principles as incorporated into the *Privacy Act 1988* (Cth). We disclose customer information to other members of the Commonwealth Bank Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to give you information about their products and services.

## **Viewing your information**

You can (subject to permitted exceptions) request access to your personal information by contacting:

Customer Relations  
Commonwealth Bank Group  
Reply Paid 41  
Sydney NSW 2001  
Telephone: 1800 805 605  
Facsimile: 1800 028 542

We may charge you for providing access.

For more information about our privacy and information handling practices, please refer to the Commonwealth Bank Group Privacy Policy Statement, which is available through [commbank.com.au](http://commbank.com.au) or on request from any Commonwealth Bank branch.

# Contacting us

If you have any questions, please:

- call us on **13 10 56** between 8am and 8pm (Sydney time), Monday to Friday
- send a fax to **1300 852 076**
- send an email to [comminsureservices@cba.com.au](mailto:comminsureservices@cba.com.au)
- visit any Commonwealth Bank branch.

We will post any correspondence to the last address the policyowner gave us. You will be deemed to have received correspondence after allowing for ordinary postal delivery times.

Please send all correspondence to:

CommInsure Life Insurance Services  
PO Box 308  
Silverwater NSW 2128

## What to do if you have a complaint

We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again. Most problems can be resolved quickly and simply by talking with us.

To get help resolving your problem, call us on **13 10 56** or send an email to [comminsureservices@cba.com.au](mailto:comminsureservices@cba.com.au)

If you need further assistance, contact Customer Relations on 1800 805 605 or by email to [CustomerRelations@cba.com.au](mailto:CustomerRelations@cba.com.au), or by writing to CBA Group Customer Relations, GPO Box 41, Sydney NSW 2001.

You can also contact us through a third party, providing you give us written authority to deal with them about the complaint.

## National Relay Service

The National Relay Service may assist anyone who is deaf or has a hearing or speech impairment.

TTY/Voice: 133 677  
SSR: 1300 555 727  
[www.relayservice.com.au](http://www.relayservice.com.au)

If you make a complaint to us we will:

- acknowledge your complaint and make sure we understand the issues
- do everything we can to fix the problem
- keep you informed of our progress
- keep a record of your complaint
- give you our name, a reference number and contact details so that you can follow up if you want to, and
- provide a final response within 45 days.

If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay
- advise of your right to complain to the Financial Ombudsman Service (FOS), and
- give you the FOS contact details.

## External dispute resolution

If you are not happy with the response we provide, you may refer your complaint to FOS. FOS offers a free, independent dispute resolution service for the Australian banking, insurance and investment industries.

You can contact FOS on 1300 780 808, or by writing to:

Financial Ombudsman Service  
GPO Box 3, Melbourne  
VIC 3001  
or online at [www.fos.org.au](http://www.fos.org.au).





**13 10 56**

8am–8pm (Sydney time)

Monday to Friday

**[comminservices@cba.com.au](mailto:comminservices@cba.com.au)**

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

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

