

# Crisis Recovery Protection.

Product Disclosure Statement.

For more information call  
**1300 131 103.**



Use from date:  
2 May 2005  
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## Important information

Crisis Recovery Protection is issued by The Colonial Mutual Life Assurance Society Limited ABN 12 004 021 809 AFS Licence No. 235035 (CMLA). CMLA is a wholly owned subsidiary of Commonwealth Bank of Australia ABN 48 123 123 124. Commonwealth Bank of Australia and its subsidiaries (other than CMLA) do not guarantee the obligations or performance of CMLA or the products it offers.

CommInsure is a registered business name of CMLA.

Contact details for CMLA:  
Level 7, 39 Martin Place  
Sydney NSW 2000

CMLA guarantees the benefits payable under Crisis Recovery Protection. All payments to and from CMLA under Crisis Recovery Protection will be made to and from CMLA's Statutory Fund No. 5. This policy has no savings or surrender value and will not participate in the profits or surpluses of CMLA or the Statutory Fund No. 5.

The offer made in this document is currently available only to permanent residents of Australia.

All references to monetary amounts in this document are, unless specifically identified to the contrary, references to Australian dollars.

In this Product Disclosure Statement (PDS) where we use the words 'us', 'we', 'our', 'CommInsure' and 'CMLA' we mean The Colonial Mutual Life Assurance Society Limited. Where we use the words 'you' or 'your' we mean the policyowner.

Where we use the term 'life insured' we mean the person whose life is to be insured under the policy. Under Crisis Recovery Protection the policyowner and life insured are the same person.

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

# Crisis Recovery Protection

Crisis Recovery Protection is an inexpensive insurance policy that provides you with the security you need to keep enjoying your life.

You have the peace of mind of knowing that if you die or suffer one of the defined medical crises, your financial obligations may be looked after, easing any financial pressures on you and your family.

Crisis Recovery Protection provides worldwide cover, 24 hours a day, 365 days a year.

The following benefits are provided by Crisis Recovery Protection:

**Death** – may provide a benefit in the event of your death.

**Medical Crisis Recovery** – may provide a benefit if you suffer one of the defined medical crises.

For more information about these benefits please refer to 'Crisis Recovery Protection benefits' on page 9.

In this PDS where we use the phrase medical crisis we mean one of the following defined illnesses: blindness, cancer, chronic kidney failure, heart attack, major organ transplant, multiple coronary artery bypass surgery, paralysis or stroke. These illnesses have specific definitions, please see 'Medical Crisis – policy definitions' on page 12.

## What levels of cover are available?

There are 8 levels of Crisis Recovery Protection cover you can choose from.

Benefit amount payable		
Level of cover	Death benefit	Medical Crisis Recovery benefit
\$25,000	\$25,000	\$12,500
\$50,000	\$50,000	\$25,000
\$75,000	\$75,000	\$37,500
\$100,000	\$100,000	\$50,000
\$125,000	\$125,000	\$62,500
\$150,000	\$150,000	\$75,000
\$175,000	\$175,000	\$87,500
\$200,000	\$200,000	\$100,000

The amount of benefit you may receive will be different depending on the level of cover you choose. This can be seen in the table above.

Not all levels of cover are available to all age groups for new applications. Please also refer to 'Who is eligible for Crisis Recovery Protection?' and 'How much does Crisis Recovery Protection cost?' on page 4 for more details.

## Can I change my level of cover?

You can request a change to your level of cover by contacting us. Provided we agree to your request we will send you confirmation of the date you will commence cover under the new chosen level of cover and details of the new premium rate that will apply to you from that

date. Any change is subject to our acceptance of your answers to our questions about your health, medical and personal history.

Please also refer to 'Who is eligible for Crisis Recovery Protection?' below for more details.

### Who is eligible for Crisis Recovery Protection?

Crisis Recovery Protection is available to Commonwealth Bank customers between the ages of 20 and 53, who are permanent Australian residents. Not all levels of cover are available to all age groups for new applications. Please refer to the premium rate tables in 'How much does Crisis Recovery Protection cost?' below for more details.

Crisis Recovery Protection cover is subject to our acceptance of your answers to our questions about your health, medical and personal history.

These questions are important as we will not provide Crisis Recovery Protection cover (or accept a change in your level of cover) if you may suffer certain medical conditions or undertake certain dangerous pastimes. Please note that when answering questions about your health, medical and personal history you have an obligation to answer them truthfully and to provide information that may affect our decision to insure. Please refer to 'Your duty of disclosure' on page 17 for a detailed explanation of what this means.

### How much does Crisis Recovery Protection cost?

The premium you pay us is dependent on the level of cover you select, your age and whether you are a smoker or non-smoker. The following premium rates apply:

Table of non-smoker monthly premium rates					
Level of cover	Age next birthday				
	21-34	35-39	40-44	45-49	50-54
\$25,000	\$6.95	\$7.95	\$9.95	\$14.70	\$21.45
\$50,000	\$11.20	\$13.20	\$17.20	\$26.70	\$40.20
\$75,000	\$15.45	\$18.45	\$24.45	\$38.70	\$58.95
\$100,000	\$19.70	\$23.70	\$31.70	\$50.70	\$77.70
\$125,000	\$23.95	\$28.95	\$38.95	\$62.70	\$96.45*
\$150,000	\$28.20	\$34.20	\$46.20	\$74.70	\$115.20*
\$175,000	\$32.45	\$39.45	\$53.45	\$86.70*	\$133.95*
\$200,000	\$36.70	\$44.70	\$60.70	\$98.70*	\$152.70*

\* These premiums are for renewal only. No new applications can be accepted for the specified level of cover at these ages.

Table of smoker monthly premium rates					
Level of cover	Age next birthday				
	21-34	35-39	40-44	45-49	50-54
\$25,000	\$8.95	\$11.20	\$16.20	\$24.70	\$42.20
\$50,000	\$15.20	\$19.70	\$29.70	\$46.70	\$81.70
\$75,000	\$21.45	\$28.20	\$43.20	\$68.70	\$121.20
\$100,000	\$27.70	\$36.70	\$56.70	\$90.70	\$160.70
\$125,000	\$33.95	\$45.20	\$70.20	\$112.70	\$200.20*
\$150,000	\$40.20	\$53.70	\$83.70	\$134.70	\$239.70*
\$175,000	\$46.45	\$62.20	\$97.20	\$156.70*	\$279.20*
\$200,000	\$52.70	\$70.70	\$110.70	\$178.70*	\$318.70*

\* These premiums are for renewal only. No new applications can be accepted for the specified level of cover at these ages.

Premiums for ages 55-69 will be shown on your annual renewal notice. Premiums also automatically increase as you pass from one 5 year age bracket to the next one starting from age 34.

Non-smoker rates apply if the life insured has not smoked in the 12 months immediately preceding the date on which the life insured provides us with a written declaration to that effect in a form approved by us. Non-smoker rates can commence at any time during the policy and will apply for as long as the life insured continues to refrain from smoking. If the non-smoker rates apply to the life insured and the life insured smokes tobacco or any other substance at any time while insured under the policy, we must be promptly advised of this in writing and the premiums shall be recalculated in accordance with the smoker rates as from the policy anniversary date preceding the date upon which the life insured first smoked or recommenced smoking.

If you change your level of cover, your premium will be amended to the new premium payable on the new level of cover.

In the event of a reduction or cessation of any cover due to the payment of the Medical Crisis Recovery benefit, your premium will be amended to the premiums payable on the remaining cover.

We can vary the premium rates by giving you 3 months' prior written notice. However, we will only increase your premium if premiums for all Crisis Recovery Protection policies issued in the same terms as your policy are increased.

If you make a claim you may also have to pay for medical tests and examinations that may be required. Please refer to 'How to make a claim' on page 18 for more details.

## How do I pay for Crisis Recovery Protection?

Premiums are payable in advance and are automatically debited from your nominated bank account or credit card account each month. Please also refer to 'One month free cover' below for more details.

You can change the method of payment (to direct debit from your bank account or credit card account as applicable) by contacting us. However, we must always hold a current payment authority in a form we approve that authorises payment by one of these methods. Therefore, you will need to complete and return to us the Direct Debit Request form that will be included with your policy documents.

### One month free cover

You will not be charged the first month's premium for Crisis Recovery Protection. After this period, your premium will be due. The date when premiums are due will be shown on the policy schedule which we send you with your policy document.

## How to apply for Crisis Recovery Protection

If you want to apply immediately, simply call **1300 131 103** between 8am and 7pm (Sydney time), Monday to Friday. Otherwise, you may receive a call about Crisis Recovery Protection. If you do, you are under no obligation to purchase Crisis Recovery Protection, but you might find this a convenient way to apply for cover.

If you do not wish to receive a call, please call 1800 003 040 between 8am and 7pm (Sydney time), Monday to Friday, and you will be excluded from the calling program.

## When does cover commence?

If you decide to apply for Crisis Recovery Protection and your application for cover is accepted, confirmation of the commencement date of your cover will be sent to you with your policy document.

Your policy document and policy schedule outline the terms and conditions of your insurance contract with CommInsure.

## Cooling-off period

From the date you receive your policy document, you have 30 days to consider whether Crisis Recovery Protection meets your needs. This is known as the cooling-off period. Within this period you may cancel your Crisis Recovery Protection policy and any premiums paid will be refunded in full. To do this, we ask that you call us or put your request in writing and send the policy document and policy schedule to us. Please refer to 'How you can cancel your policy' on page 16 for more details.

## Further questions

If you have any questions please call **1300 131 103** between 8am and 7pm (Sydney time), Monday to Friday.

# Crisis Recovery Protection benefits

The following benefits are provided under the Crisis Recovery Protection policy, unless the event is excluded or the amount of the benefit is limited. Please refer to 'What exclusions apply to Crisis Recovery Protection?' on page 11 and 'Are there any other important limitations on my benefits?' on page 12 for more details.

## Death benefit

We may pay the death benefit if you die. The amount of the death benefit payment depends on the level of cover chosen and is payable once proof to our satisfaction has been provided of:

- your death;
- your date of birth;
- the validity of the claim; and
- the policy document has been delivered to us.

## Medical Crisis Recovery benefit

We may pay the Medical Crisis Recovery benefit if you suffer for the first time one of the listed medical crises. The amount of the Medical Crisis Recovery benefit depends on the level of cover chosen and is payable once proof to our satisfaction has been provided of:

- your medical crisis;
- your date of birth;
- the validity of the claim; and
- the policy document has been delivered to us.

In this PDS medical crisis means the first to occur of:

- blindness
- cancer
- chronic kidney failure

- heart attack
- major organ transplant
- multiple coronary artery bypass surgery
- paralysis
- stroke

Your medical crisis must be certified by an appropriate medical specialist and you must meet the definition as outlined under 'Medical Crisis – policy definitions' on page 12.

The Medical Crisis Recovery benefit will be paid only once during the life of the policy for the first of the covered medical crises to occur.

The amount of any Medical Crisis Recovery benefit paid will automatically reduce the amount of the Death benefit payable under your policy by the amount of that Medical Crisis Recovery benefit paid.

## What exclusions apply to Crisis Recovery Protection?

There are some exclusions under the Crisis Recovery Protection policy.

Cover is not provided under this policy in respect of a medical crisis which (or, in the case of major organ transplant or multiple coronary artery bypass surgery, the need for which) occurs or is diagnosed by a medical practitioner for the first time:

- prior to, or during, the qualifying period; or
- prior to, or within 90 days after, any increase in cover but only in relation to the additional cover; or
- prior to, or within 90 days after, any reinstatement of this policy.

Qualifying period means the period of 90 days beginning on the commencement or reinstatement date of your policy or within 90 days of an increase in cover (but only in relation to the additional cover).

Cover is not provided under Crisis Recovery Protection in respect of death or medical crisis:

- directly or indirectly resulting from an intentionally self-inflicted injury caused by the life insured whether sane or insane; or
- directly or indirectly resulting from the life insured committing or attempting to commit an assault, battery or criminal offence or act of terrorism.

## Are there any other important limitations on my benefits?

Cover for Medical Crisis Recovery is automatically renewable up to the day before the policy anniversary date after your 65th birthday.

Cover for death is automatically renewable up to the day before the policy anniversary date after your 70th birthday.

Please also refer to the sections headed 'In what circumstances can cover cease?' on page 16 and 'How to make a claim' on page 18.

### Medical Crisis – policy definitions

- **blindness** means the permanent loss of sight in both eyes, whether aided or unaided, due to sickness or injury to the extent that visual acuity is 6/60 or less in both eyes, or to the extent that the visual field is reduced to 20 degrees or less of arc.
- **cancer** means 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.

The following are included:

- leukaemia;
- Hodgkin's Disease;
- malignant lymphoma;
- malignant bone marrow disorders; and
- melanomas which have a depth of invasion of Clark Level 3 or 1.5mm or more in Breslow thickness.

The following are excluded:

- tumours showing the malignant changes of 'carcinoma-in-situ' or which are histologically described as premalignant. The following are examples of tumours categorised as either being carcinoma-in-situ or premalignant and are excluded:
    - (i) cervical dysplasia, CIN1, CIN2 and CIN3.
    - (ii) all skin cancers including hyperkeratoses, basal cell carcinoma and squamous cell carcinomas, unless there has been evidence of metastases.
    - (iii) prostatic cancers which are histologically described as TNM Classification T1a, T1b or are of another equivalent or lesser classification. Prostatic cancers which are histologically described as TNM classification T1c, unless the patient has received curative intent therapy.
    - (iv) Dukes A Stage colorectal cancer.
    - (v) papillary micro-carcinoma of the thyroid or bladder.
    - (vi) carcinoma-in-situ of the breast unless it 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.
  - all AIDS related malignancies;
  - tumours treated by endoscopic procedures alone; and
  - chronic Lymphocytic Leukaemia Rai Stage 0-1.
- **chronic kidney failure** means end stage renal failure presenting as chronic irreversible failure of both kidneys



to function as a result of which regular renal dialysis is instituted or renal transplantation is performed.

■ **heart attack** means the death of part of the heart muscle (myocardium) as a result of inadequate blood supply. The diagnosis must be based on either:

- a clinical electrocardiogram (ECG) and biochemical assessments with the following criteria being present:
  - (i) an electrocardiogram showing changes resulting from this occurrence; and
  - (ii) a pathology test which confirms that cardiac enzymes have been elevated above generally accepted laboratory levels of normal;

or

- a reduction in the Left Ventricular Ejection Fraction to less than 50% measured 3 months or more after the event and an elevation of Cardiac Troponin in excess of the level representing Minimal Myocardial Damage. For the purpose of this definition, Minimal Myocardial Damage is represented by a level of Cardiac Troponin I of 2 micrograms/litre or less, or Cardiac Troponin T of 0.6 micrograms/litre or less, or the equivalent.

Simple angina pectoris is excluded.

■ **major organ transplant** means the human to human organ transplant medically necessary from a donor to the life insured of one or more of the following organs:

- kidney;
- lung;
- pancreas;
- heart;

- liver; or
- the transplantation of bone marrow.

The transplantation of all other organs or parts of organs or any other tissue transplant is excluded.

■ **multiple coronary artery bypass surgery** means open chest surgery for the correction, by coronary artery bypass grafts (CABG), of two (2) or more coronary arteries which are narrowed or blocked but excluding angioplasty and/or any other intraarterial procedures. The surgery must have been proven necessary by means of coronary angiography.

■ **paralysis** means the total and permanent loss of the use of two (2) or more limbs due to injury to, or illness of, the spinal cord.

■ **stroke** means a cerebrovascular accident or incident producing neurological sequelae. This includes infarction of brain tissue, intracranial and/or subarachnoid haemorrhage, or embolisation from an extracranial source. The following are excluded:

- Cerebral symptoms due to:
  - (i) transient ischaemic attacks;
  - (ii) reversible ischaemic neurological deficit; and
  - (iii) migraine.
- Cerebral injury resulting from:
  - (i) trauma;
  - (ii) hypoxia; and
  - (iii) vascular disease affecting the eye, optic nerve or vestibular function.

## Other important information

### What happens if the premium is not paid?

Where any amount of premium remains unpaid for more than 1 calendar month beyond the premium due date, all cover under the policy will cease. We will give written notice of such cancellation.

### In what circumstances can cover cease?

As well as cover ceasing after we have given notice once you have not paid your premiums (as described above), all cover and any benefits being paid will cease if the policy is cancelled.

Cover for Medical Crisis Recovery ceases automatically on the earliest of the following:

- payment of a Medical Crisis Recovery benefit;
- the day before the policy anniversary date following your 65th birthday; or
- your death.

Cover for death ceases automatically on the earliest of the following:

- your death; or
- the day before the policy anniversary date following your 70th birthday.

### How you can cancel your policy

You may cancel your Crisis Recovery Protection policy at any time by calling **1300 131 103** between 8am and 7pm (Sydney time), Monday to Friday, or by writing to us at the address below, enclosing your policy document and policy schedule. The cover provided by the policy will end on the day we receive your notice of cancellation. The policy does not have a cash value when you cancel it.

CommInsure  
PO Box 2576  
SYDNEY SOUTH NSW 1235

### Your duty of disclosure

Before you enter into or become insured under a contract of life insurance with an insurer, you have a duty under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate your insurance.

Your duty, however, does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer.

### Non-disclosure

If you fail to comply with your duty of disclosure and the insurer would not have covered you on any terms if the failure had not occurred, the insurer may avoid your cover within 3 years of issuing it. If your non-disclosure is fraudulent, the insurer may avoid your cover at any time.

An insurer who has not avoided your cover may, within 3 years of issuing it, elect to reduce the sum for which you have been insured in accordance with a formula that takes into account the premium that would have been payable if you had disclosed all relevant matters to the insurer.

## How to make a claim

Our claims philosophy is simple. We pay all genuine claims as soon as possible after all the necessary documentation has been received and the validity of your claim has been assessed.

You should provide us with details of the claim within 30 days of the event causing your claim.

If you need to make a claim, simply call **1300 131 103** between 8am and 7pm (Sydney time), Monday to Friday, and the appropriate claim form will be forwarded to you. You will need to complete the claim form and provide supporting evidence of your claim. This evidence will usually include an appropriate medical certificate from a medical practitioner, acceptable to us, which confirms the life insured's medical crisis. The supporting evidence required will be outlined in the letter accompanying your claim form and will vary depending on the type of claim being made.

All certificates and evidence required by us (including where we require you to undertake medical examinations or other tests), in respect of the claim shall be furnished at your expense.

If your claim is approved, payments will be made to you or, in the event of your death, your personal legal representative(s).

## Taxation

Generally, premiums paid for your cover will not be tax deductible nor will the benefits be assessable for income tax purposes. As individual circumstances differ, any taxation enquiries should be referred to your tax adviser. This tax statement is based on the continuance of laws as at the preparation date of the PDS.

## Complaint handling procedure

If you have a complaint about Crisis Recovery Protection, please follow these steps:

1. Gather all supporting documents about your complaint, think about the questions you want answered and decide what you want us to do.
2. Call **1300 131 103** between 8am and 7pm (Sydney time), Monday to Friday. Your matter will be dealt with immediately or referred to the appropriate person. A quick chat is all that is required to resolve most complaints.

If you would like to put your complaint in writing, you can either email us at:

customerrelations@cba.com.au

or write to:

Customer Relations

CommInsure

PO Box 2576

SYDNEY SOUTH NSW 1235

The Complaints Manager will strive to ensure that your complaint is resolved fairly and promptly. Within 45 days of receiving your complaint, we will write to you with either a suggested resolution or an explanation of why your complaint will take more than 45 days to resolve.

3. If you are not satisfied with the proposed solution or the extended time for resolution of your complaint, you can also contact Financial Industry Complaints Service Limited (FICS).

FICS is an independent service that handles complaints involving life insurance companies. It is able to offer free, informed assistance to help resolve your complaint. FICS will advise you of any complaints it cannot consider when you contact them.

FICS contact details:

- Telephone: 1300 780 808
- Fax: (03) 9621 2291
- Postal address:  
Financial Industry Complaints Service Limited  
PO Box 579, Collins Street West  
MELBOURNE VIC 8007

## Privacy of your personal information

### Collection of personal information

We collect personal information (including customers' full names, addresses and contact details) so that we may administer our customer relationships and provide customers with the products and services they request as well as information on the Commonwealth Bank Group (the Group) and its products and services. If you have provided us with your email or mobile phone details, we may provide information to you on the Bank Group's products and services electronically.

Where it is necessary to do so, we also collect information on individuals such as company directors and officers (where the company is our customer), as well as customers' agents and persons dealing with us on a 'one-off' basis.

The law can also require us to collect personal information, e.g. Commonwealth legislation requires us to identify persons who open or operate accounts.

We may take steps to verify the information we collect, e.g. a birth certificate provided as identification may be verified with records held by the Registry of Births, Deaths and Marriages to protect against impersonation, or we may verify with an employer that employment and remuneration information provided in an application for credit is accurate.

### You need to provide us with accurate and relevant information

If you provide us with incomplete or inaccurate information, we may not be able to provide you with the products or services you are seeking.

### Other members of the Group

We are permitted by the Privacy Act to disclose personal information to other members of the Group. This enables the Group to have an integrated view of its customers.

Your personal information may be accessed by our Group staff in other countries if that becomes necessary for transactional reasons or to enhance our relationship with you.

### Other disclosures

Personal information may be disclosed to:

- brokers and others who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor or accountant, executor, administrator, trustee, guardian or attorney;
- medical practitioners (to verify or clarify, if necessary, any health information you supply), claims investigators and reinsurers (so that any claim you make can be assessed and managed), and insurance reference agencies (where we are considering whether to accept an application for insurance from you and, if so, on what terms);
- your credit card issuer; or
- organisations, including overseas organisations, to whom we outsource certain functions.

# Notes

In all circumstances where our contractors, agents and outsourced service providers become aware of personal information, confidentiality arrangements apply. Personal information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may also disclose personal information to other financial institutions and organisations at their request if you seek credit from them.

We may be allowed or obliged to disclose information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws.

**Privacy acknowledgement**

By providing your personal information to us, you have consented to its use and disclosure as outlined in the section 'Privacy of your personal information'.

If you do not wish to receive marketing information from CMLA, please contact us on 1800 003 040 between 8am and 7pm (Sydney time), Monday to Friday.

**Access**

You may (subject to permitted exceptions) access your information by contacting:

- Customer Relations
- Commonwealth Bank Group
- Reply Paid 41
- SYDNEY NSW 2001

We may charge you for providing access.

**Further information**

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

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