Certificate of Transit Accident Insurance

This Certificate contains your **Commonwealth Bank Business Card**, **Corporate Card** and **Travel Management Account** Transit Accident Insurance policy, effective for transactions made on or after 1 July 2015.

Cover Issuer

This cover is available under a Group Policy issued to Commonwealth Bank of Australia ABN 48 123 123 124 of Level 1, 48 Martin Place, Sydney NSW 2000 (**Commonwealth Bank**) by Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708, of 2 Market Street, Sydney, NSW 2000 (**Allianz**).

For general enquiries, call AGA Assistance Australia Pty Ltd, ABN 52 097 227 177, AFS Licence No. 245631, of 74 High Street, Toowong, QLD 4066 (**Allianz Global Assistance**), who issues and manages the Group Policy on behalf of **Allianz**. In this document, **Allianz Global Assistance** may also be expressed as 'we', 'us' or 'our'.

Commonwealth Bank is not the underwriter of this cover and neither **Commonwealth Bank** nor any of its related subsidiaries guarantee any of the benefits under this policy.

This cover is provided at no additional cost to the **accountholder** and **Commonwealth Bank** does not receive any commission or remuneration from **Allianz** or **Allianz Global Assistance** in relation to this policy. Neither **Commonwealth Bank** nor any of its related subsidiaries are authorised representatives of **Allianz** or **Allianz Global Assistance**, or any of their related companies.

If there is a conflict between this Certificate and the Group Policy providing the cover, the Group Policy will prevail to the extent of the inconsistency.

Cover

Transit Accident Insurance is a benefit offered to all **Commonwealth Bank Business Card** and **Corporate Card cardholders** and **Travel Management Account users**, and is only available when the cost of a **trip** has been charged either to a **cardholder's Commonwealth Bank Business Card** or **Corporate Card** or to a **user's Travel Management Account** before the **trip** has commenced.

This cover provides certain accidental death and **injury** insurance for **cardholders**/**users** who sustain an **injury** on a **trip** while riding as a passenger in (not as a pilot, driver or crew member), or boarding or alighting a plane, tourist bus, train, ferry or other conveyance as outlined below, and subject to the Terms and Conditions of this policy.

In certain circumstances, the benefits also extend to the **cardholder's**/**user's spouse** and/or **dependent children**, provided they are travelling with the **cardholder**/**user** at the time of the **trip**.

This cover provided does not include benefits as prescribed under the Insurance Contracts Act 1984.

There is no obligation to accept this insurance. However, if an **accountholder** wishes to make a claim under this policy, they will be bound by the definitions, terms and conditions, and claims procedures of this policy.

To ensure that you understand how this policy operates, please read this document carefully and keep it in a safe place.

Also keep detailed particulars and proof of any loss and/or **injury**, including copies of any credit card sales receipts, purchase receipts (when using the **Travel Management Account**) and relevant statements, showing details of payment of the **trip**.

Termination or Variation of Cover

Commonwealth Bank may terminate or vary this cover by:

- providing written notification to the **accountholder**; or
- advising the **accountholder** that a variation or termination of cover is to occur. In these circumstances **Commonwealth Bank** will not provide a copy of the actual changes made to the cover but will direct the **accountholder** to the relevant **Commonwealth Bank** URL for details. A paper copy of the actual changes can be requested by calling **Commonwealth Bank**.

Death or **injury** occurring on **trips** paid for before the expiry of this notification will be covered under this policy. However death or **injury** occurring on **trips** made after the expiry of this notification will not be eligible under this policy.

Other insurance

The insurance cover described in this Certificate is provided for your benefit under a Group Policy entered into between **Allianz**, **Allianz Global Assistance** and **Commonwealth Bank**. **Commonwealth Bank** is the policy owner. As an eligible **cardholder/user**, you have the benefit of insurance cover as a third party beneficiary.

If you choose to enter into another insurance policy ("Other Policy") and you are entitled to make a claim under that Other Policy in respect of the same loss as your claim under this Group Policy, then we are not liable to provide indemnity under this Group Policy until the amount of any indemnity under that Other Policy is exhausted. In other words, any insurance cover under this Group Policy in respect of the same loss, shall only be excess insurance cover over and above the applicable Other Policy.

Sanctions

Notwithstanding any other terms, we shall not be deemed to provide coverage and we will not make any payments nor provide any service or benefit to any person or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the person would violate any applicable trade or economic sanctions law, or regulation.

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Privacy

To arrange and manage this cover, we (in this Privacy Notice "we", "our" and "us" includes AGA Assistance Australia Pty Ltd trading as **Allianz Global Assistance** and its duly authorised representatives) collect personal information including sensitive information from you and those authorised by you such as your family members, travelling companions, your doctors, hospitals, as well as from others we consider necessary, including our agents.

Any personal information provided to us is used by us to evaluate and arrange your cover. We also use it to administer and provide the insurance services and manage your and our rights and obligations in relation to those insurance services, including managing, processing and investigating claims. We may also collect, use and disclose it for product development, marketing, conducting customer research and analytics in relation to all of our products and services, IT systems maintenance and development, recovery against third parties and for other purposes with your consent or where authorised by law.

This personal information may be disclosed to third parties involved in the above process, such as travel agents and consultants, travel insurance providers and intermediaries, authorised representatives, reinsurers, claims handlers and investigators, cost containment providers, medical and health service providers, overseas data storage and data handling providers, legal and other professional advisers, your agents, the **Commonwealth Bank** and its related and group companies, and our related and group companies including **Allianz**. Some of these third parties may be located in other countries such as Thailand, France and India. You agree that while those parties will often be subject to confidentiality or privacy obligations, they may not always follow the particular requirements of Australian privacy laws.

Unless you opt out, we may contact you on an ongoing basis by telephone, mail, electronic messages (including email), online and via other means with promotional material and offers of products or services that we consider may be relevant and of interest to you (including financial and insurance products and roadside assistance services). If you do not want to receive such offers from us (including product or service offerings from us on behalf of our agents, intermediaries and/or our business partners) or do not want us to disclose your personal information to our related and group companies and business partners for marketing purposes, you can opt out at any time by calling us on 1800 023 767.

When you provide personal information about other individuals, we and our agents rely on you to have made or make them aware:

- that you will or may provide their personal information to us;
- of the types of third parties to whom the personal information may be provided to;
- of the relevant purposes we and the third parties we will disclose it to, will use it for;
- of how they can access it; and
- of the other matters in this Privacy Notice.

We rely on you to have obtained their consent on these matters. If you do not, you must tell us before you provide the relevant information.

You can seek access to and correct your personal information by contacting us. You may not access or correct personal information of others unless you have been authorised by their express consent or otherwise under law, or unless they are your dependants under 16 years of age.

If you have a complaint about your privacy, please contact:

Privacy Officer, **Allianz Global Assistance**, PO Box 162, Toowong, QLD 4066

or you can contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 2999, Canberra, ACT 2601.

For more information about our handling of personal information, including further details about access, correction and complaints, please see our privacy policy available on request or via www.allianz-assistance.com.au.

If you do not agree to the above or will not provide us with personal information, we may not be able to provide you with our services or products.

In cases where we do not agree to give you access to some personal information, we will give you reasons why.

General Insurance Code of Practice

Allianz and **Allianz Global Assistance** proudly support the General Insurance Code of Practice.

The Code sets out the minimum standards of practice in the general insurance industry. For more information on the Code please call us.

Complaints and dispute resolution process

If you have a complaint or dispute in relation to this insurance cover, or our services or our representatives, please call us on 1800 837 177, or put the complaint in writing and send it to The Dispute Resolution Department, PO Box 162, Toowong, Queensland 4066. We will attempt to resolve the matter in accordance with our Internal Dispute Resolution process. To obtain a copy of our procedures, please contact us.

A dispute can be referred to the Financial Ombudsman Service Limited (FOS), subject to its terms of reference. The FOS provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms.

The contact details for the FOS are:

Financial Ombudsman Service Limited
GPO Box 3, Melbourne Victoria 3001
Phone: 1300 780 808
Fax: (03) 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

Claims

Claims procedure

Please do not contact **Commonwealth Bank** in the event of a claim as they are not involved with processing insurance claims.

In the event of an **accident** that is likely to result in a claim, the **cardholder**/**user** (or their legal representative) must:

- contact **Allianz Global Assistance** within 30 days of learning of an **accident** likely to result in a claim. **Allianz Global Assistance** will provide a claim form which should be completed and returned within 30 days of receipt.

  If you call from within Australia, the contact telephone number is 1800 837 177. If it is an emergency and you are overseas, you can telephone **Allianz Global Assistance** on reverse charge +61 7 3305 7499.
- provide **Allianz Global Assistance** with copies of all relevant documents and/or evidence necessary to assess the claim. The documentation and/or evidence should be in such a form and of such a nature as **Allianz Global Assistance** may reasonably prescribe. In the event of any claim being based on the death of

a **cardholder**/**user**, their **spouse** and/or child, **Allianz Global Assistance** may require that a post-mortem examination be conducted (at **Allianz Global Assistance's** expense).

- provide **Allianz Global Assistance** with all necessary information and assistance to institute proceedings against other parties for the purpose of enforcing any rights or remedies to which they shall or would become entitled or subrogated upon their making payment or making good any loss or damage under this policy.

Assisting Allianz Global Assistance with your claim

You must assist us with your claim. When making a claim you must advise us of the details of any other insurance under which you are entitled to claim.

You must also, as far as allowed by law, give us all the assistance we may require to institute proceedings against other parties for the purpose of enforcing rights or remedies to which you would become entitled or subrogated upon, by making good any loss or damage under these policies. For example, if someone else has caused the loss or damage you claim for, we can take that person to court and sue him or her for the loss or damages in your name.

Fraudulent claims

When making a claim, you have a responsibility to act in an honest and truthful manner.

If any claim is fraudulent in any way or if you or anyone acting on your behalf uses fraudulent means to make a claim under this policy, then no payment will be made in regard to the claim.

Furthermore, if **Allianz Global Assistance** considers that there is sufficient evidence of a fraudulent claim, **Commonwealth Bank** will be informed and you may no longer be eligible for this insurance cover or your credit card/**Travel Management Account** facility.

Definitions

'accident'
means any sudden and unexpected physical force, which occurs on a **trip** and causes an **injury** to the **cardholder**/**user** (or where specified, also to the **cardholder's**/**user's spouse** and/or **dependent children**), as described in the Schedule of Benefits.

'accountholder'
means any **Commonwealth Bank** customer, being a business entity or corporation, who has a **Commonwealth Bank Business Card**, **Corporate Card** or **Travel Management Account** facility with **Commonwealth Bank**.

'Allianz'
means Allianz Australia Insurance Limited (ABN 15 000 122 850, AFSL 234708).

'Allianz Global Assistance'
means AGA Assistance Australia Pty Ltd (ABN 52 097 227 177, AFSL 245631).

'cardholder'
means a person permanently residing in Australia, who has been issued with a **Commonwealth Bank Business Card** or **Corporate Card** at the request of the **accountholder**.

'Commonwealth Bank'
means Commonwealth Bank of Australia (ABN 48 123 123 124).

'Commonwealth Bank Business Card' or '**Corporate Card'**
means a Commonwealth Bank MasterCard Business or Corporate Card, which at the request of the **accountholder,** has been issued to a **cardholder** and authorised for use worldwide.

'dependent child/children' means:

- all unmarried children up to and including the age of 18, who the **cardholder**/**user** has sole custody of and who live with the **cardholder**/**user**;
- all unmarried children up to and including the age of 18 who the **cardholder**/**user** has shared custody of;
- all unmarried children from the age of 19, to and including the age of 21, who are full-time students attending an accredited institution of higher learning in Australia and who the **cardholder**/**user** has/had sole or shared custody of, and who are dependent upon the **cardholder**/**user** for their maintenance and financial support;
- all unmarried persons who are physically or mentally incapable of self-support who the **cardholder**/**user** has custody of and who live with the **cardholder**/**user**.

Dependent children has the same corresponding meaning.

'injury'
means loss of life or bodily hurt, but not an illness or sickness:

- caused by an **accident** whilst the policy is in force; and
- which results independently of any other cause.

Where injury is used with reference to the hand or foot, this means the complete severance through or above the wrist for the hand or above the ankle joint for the foot. Where injury is used with reference to an eye, this means total and permanent irrecoverable loss of sight.

Injured has the same corresponding meaning.

'spouse'
means the partner of the **cardholder**/**user** who is permanently living with the **cardholder**/**user** at the time the **trip** commences.

'Travel Management Account'
means the Travel Management Account opened by **Commonwealth Bank** in the name of the **accountholder** to which amounts payable by or to the **accountholder** in respect of the Travel Management Account may be debited and credited.

'trip' means:

- a passage taken by the **cardholder**/**user** as a paying passenger (not as a pilot, driver or crew member etc.) in a licensed plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire; provided that, before the passage commenced, the cost of the passage was charged to the **cardholder's Commonwealth Bank Business Card** or **Corporate Card** or to the **user's Travel Management Account**; and
- a passage taken by the **cardholder's**/**user's spouse** and/or **dependent child** as paying passengers (not as a pilot, driver, or crew member etc.) in a licensed plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passenger for hire; provided that, before the passage commenced, the cost of the passage was charged to the **cardholder's Commonwealth Bank Business Card** or **Corporate Card** or to the **user's Travel Management Account** and they are accompanying the **cardholder**/**user** who is also on the trip.

'user'
means at the relevant time, a person authorised by the **accountholder** to use the **Travel Management Account**.

Exclusions

This policy does not cover any loss, fatal or non-fatal caused by or resulting from:

- suicide or self-destruction, or any attempt at suicide or self-destruction, whilst sane or insane;
- hijack or war or war–like hostilities;
- any act of terrorism;
- radioactive contamination;
- consequential loss or damage, including punitive damages;
- travel purchased prior to the effective date stated on the front of the Certificate; or
- an intentional or illegal or criminal act of:
  - the **cardholder**/**user**;
  - a person acting on the **cardholder's**/**user's** behalf; or
  - the **cardholder's**/**user's** designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).

Terms and Conditions

The benefits listed under the Schedule of Benefits will be paid if the **cardholder**/**user**, **spouse** or **dependent child** suffers a loss as a result of an **injury** suffered under the circumstances outlined as follows:

1. The **injury** is sustained on a **trip** while riding as a passenger (not as a pilot, driver or crew member) in or boarding or alighting a plane, tourist bus, train, ferry or other conveyance authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire.
2. The **injury** is sustained while riding as a passenger (not as a pilot, driver or crew member) in or boarding, or alighting from a licensed taxi, bus, hire vehicle or other conveyance authorised pursuant to any statute, regulation, by law or the equivalent thereof for the transportation of passengers for hire; provided the **cardholder**/**user**, **spouse** or **dependent child** are travelling directly to or from an airport, tourist bus depot, railway station or dock immediately preceding or following the scheduled **trip**.
3. When by reason of an **accident** specified in 1 or 2 above, a **cardholder**/**user**, **spouse** or **dependent child** is unavoidably exposed to the elements and, as a result of such exposure suffers an **injury** for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this policy.
4. If the body of a **cardholder**/**user**, **spouse** or **dependent child** has not been found within one year of the date of his/her disappearance arising out of an **accident** which would give rise to a loss as specified in 1, 2 or 3 above, it will be presumed that the **cardholder**/**user**, **spouse** or **dependent child** suffered loss of life as a result of **injury** caused by the **accident** at the time of his/her disappearance.
5. A benefit payable under this policy will be paid to the **injured cardholder**/**user** or **injured spouse** or, in the event of their death the benefit will be paid to their legal representative(s). In the event of an **injury** to or death of a **dependent child** the benefit will be paid to the **cardholder**/**user**.

Schedule of Benefits

When an **accident** results in any of the following injuries within one year after the date of the **accident**, we will pay the Benefit Amount corresponding to the **injury** as shown in the table below.

If, as a result of one **accident**, more than one **injury** is sustained by a person eligible for cover, only the greater Benefit Amount will be paid.

Injury	Benefit Amount (A$)
Loss of life	$250,000
Both hands or both feet	$250,000
One hand and one foot	$250,000
The entire sight of both eyes	$250,000
The entire sight of one eye and one hand or one foot	$250,000
One hand or one foot	$125,000
The entire sight of one eye	$125,000

Limits on what we pay

Under this policy, the most we will pay in relation to one **accident** (e.g. a bus crash) is a total amount of A$1,300,000, regardless of how many people eligible for cover were involved in the **accident**.

This means that if, as a result of one **accident**, a number of **cardholders**/**users**, their **spouses** and/or **children** were **injured**, we would pay each on a proportional basis (using the above Schedule of Benefits) up to a total of A$1,300,000.

Therefore if, for example, six **cardholders**/**users** lost their lives in the same bus crash, we would pay A$216,667 to each of their legal representatives.