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 October 2018. This is an important document. You should read it carefully to understand the cover provided. Please keep it in a safe place.

Transit Accident Insurance

This insurance is available under a Group Policy issued to the **Commonwealth Bank** by the insurer, Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. ZAIL's contact details are Zurich Australian Insurance Limited, PO Box 677, North Sydney NSW 2059.

This insurance is issued by Cover-More Insurance Services Pty Ltd ABN 95 003 114 145, AFSL 241713 (Cover-More) on behalf of ZAIL. Cover-More administers the policy (including customer service and medical assessments, and may also be appointed from time to time to assist in the management, administration or settlement of claims and deal with complaints on behalf of the insurer in specific circumstances) and arranges the issue of the insurance to the **Commonwealth Bank**, who then provides the **accountholder** with **Transit Accident Insurance**.

The **Commonwealth Bank** is not the insurer of the insurance referred to in this booklet. It and any of its related corporations do not guarantee, and are not liable to pay, any of the benefits under these covers.

This cover is provided at no additional cost to the **accountholder**. The **Commonwealth Bank** does not receive any commission or remuneration from the insurer in relation to this policy.

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.

The cover

Transit Accident Insurance is a benefit offered to all **Commonwealth Bank Business Card** and **Corporate Cardholders** and **Travel Management Account users**. It is only available on a **trip** outside Australia where the entire cost of the **trip** has been charged to a **Commonwealth Bank Business Card** or **Corporate Card** or to a **user's Travel Management Account** before the **trip** has commenced.

This insurance provides certain **accidental** death and **injury** cover for **cardholders/users** who sustain an **injury** or die as a result of an **accident** on a **trip** while riding as a paying passenger in (not as a pilot, driver or crew member), or boarding or alighting (being when you physically get on or off) a licensed plane, tourist bus, train, ferry or other conveyance as outlined in this cover.

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

You are not obliged to accept any of the cover benefits, but if you wish to make a claim under the Group Policy then you have the same obligations to **us** as the **Commonwealth Bank** in accordance with the *Insurance Contracts Act 1984*. **We** have the same rights regarding **accountholders** as **we** have regarding the **Commonwealth Bank**.

Other insurance

If **you** are insured, or entitled to receive a benefit or make a claim, under any other insurance policy in respect of the same loss as your claim under **our** covers, then:

- **you** must give us full details of the other insurance policy,
- to the extent permitted by law, **we** will not be liable to provide indemnity until the indemnity amount under any other policy is exhausted, or
- **we** may seek, from the other insurer, contribution for any amounts **we** have paid.

Subrogation

We may, at **our** discretion, undertake in your name and on your behalf, control and settlement of proceedings for **our** own benefit to recover compensation or secure indemnity from any party in respect of any of the covers provided.

You are to assist **us** and give **us** permission to do everything required to recover compensation or secure indemnity from other parties, to which **we** may become entitled or subrogated, upon **us** accepting **your** claim in respect of any of the covers provided. This is regardless of whether **we** have yet paid **your** claim, whether or not the amount **we** pay **you** is less than full compensation for **your** loss or whether **your** claim is paid under a non-indemnity or an indemnity clause.

Sanctions

Notwithstanding any other terms, **we** shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or activity of **yours** would expose **us**, **our** parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, New Zealand, the European Union, the United Kingdom, Switzerland, the United States of America or any other applicable trade or economic sanctions, law or regulation.

Policy interpretation

All insurance covers will be interpreted in accordance with the law of New South Wales, Australia.

Words with special meaning

accident/accidental means any sudden and unexpected physical force, which occurs on a **trip** and causes an **injury** that is described in the Schedule of Benefits contained in the **Transit Accident Insurance** cover.

accompanied child/children means at the time eligibility for cover is satisfied:

- all unmarried **children**, up to and including 18 years of age, who the **cardholder/user** has sole custody of and who live with the **cardholder/user**
- all unmarried **children**, up to and including 18 years of age, who the **cardholder/user** has shared custody of
- all unmarried **children**, from 19 years of age to and including 21 years of age, 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, 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**.

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

act of terrorism means any act by a person, alone or with an organisation or foreign government, who:

a. uses or threatens force or violence

b. aims to create public fear, or

c. aims to resist or influence a government, or has ideological, religious, ethnic or similar aims.

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.

Injury or **injured** means bodily **injury** caused solely and directly by violent, **accidental**, visible and external means, which happens at a definite time and place during the **trip** and does not result from any illness, sickness or disease.

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 the **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 an international passage taken by the **cardholder/user** (and their **spouse** and/or **accompanied child**ren who are accompanying the **cardholder** who is also on the **trip**), 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**, **Corporate Card** or to the **user's Travel Management Account**.

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

We, **our** or **us** means Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507.

Terms & Conditions

The benefits listed under the Schedule of Benefits will be paid if the **cardholder/user**, **spouse** or **accompanied child** suffers a loss (outlined in the Schedule of Benefits) as a result of an **injury** sustained as a result of an **accident** under any of the circumstances outlined below, subject to the terms, conditions and exclusions of this policy:

1. The **injury** is sustained on a **trip** while you are riding as a paying passenger in (not as a pilot, driver or crew member) or boarding or alighting (being when you physically get on or off) the licensed plane, tourist bus, train or ferry 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 you are riding as a paying passenger in (not as a pilot, driver or crew member) another conveyance (for example a licensed taxi, bus or hire vehicle) authorised pursuant to any statute, regulation, by-law or the equivalent thereof for the transportation of passengers for hire. This is provided you are travelling directly to or from an airport, bus depot, railway station or dock, immediately preceding or following the scheduled **trip**.
3. When, due to an **accident** specified in points 1 or 2 above, you are unavoidably exposed to the elements and, because of such exposure, suffer an **injury** for which indemnity is otherwise payable hereunder, the loss shall be covered under the terms of this cover.
4. If the body of a **cardholder/user**, **spouse** or **accompanied 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 **accompanied child** had died 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 **spouse** or, in the event of their death, the benefit will be paid to their legal representative. In the event of an **injury** or death of an **accompanied child**, **we** will pay the **cardholder/user**.

When an **accident** results in any of the injuries, shown in the Schedule of Benefits, below, within one year after the date of the **accident**, **we** will pay the benefit amount shown according to the **injury**.

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

Schedule of Benefits

Injury	Benefit Amount
Loss of life	$250,000
Loss of both hands or both feet	$250,000
Loss of one hand and one foot	$250,000
Loss of the entire sight of both eyes	$250,000
Loss of the entire sight of one eye and one hand and one foot	$250,000
Loss of one hand or one foot	$125,000
Loss of the entire sight of one eye	$125,000

Please note:

- 'Loss of', with reference to a hand or foot, means the complete severance through or above the wrist for the hand or the complete severance through or above the ankle joint for the foot
- 'Loss of' with reference to an eye, means permanent and irrecoverable loss of the entire sight of the eye

Limits on what we pay

The most **we** will pay for all claims that result from the one incident (e.g. a bus crash) is a maximum amount of $1,300,000. This is regardless of the number of persons (whether related or not) eligible for cover who are involved in the incident.

This means that if, as a result of one **accident**, a number of **cardholders**, **spouses** and/or **accompanied children** (whether related or not) suffer an **injury**, **we** would pay each on a proportional basis (using the Schedule of Benefits above) up to a total of $1,300,000. For example, if six **cardholders** lost their lives in the same bus crash, **we** would pay $216,667 to each of their legal representatives.

General enquiries or claims

1300 467 951 (within Australia)

+61 2 8907 5060 (from overseas)

Email: commbank@covermore.com.au

If you are overseas and need emergency assistance please call direct: +61 2 8907 5641

Making a claim

- In the event of an **accident** that is likely to result in a claim, the **cardholder/user** (or their legal representative) must advise **us** as soon as possible and within 30 days of the event.
- You need to provide us with copies of all relevant documents and/or evidence that we necessarily and reasonably request to assess the claim. If **you** are unable to provide **us** with a copy of the relevant documentation, **you** must provide **us** with a reasonable explanation of the reason for this along with any relevant information to support the claim.
- We will provide a claim form that should be completed and returned within 30 days of receipt.
- In the event of any claim being based on the death of a **cardholder/user**, their **spouse** and/or **accompanied child**, **we** may require that a post-mortem examination be conducted (at **our** expense).
- When making a claim, you are responsible for assisting **us** and acting in an honest and truthful manner. If you, or anyone acting on your behalf, use fraudulent, false or exaggerated means to make a claim under this policy, **we** may not pay the claim in whole or in part. You acknowledge and agree that **we** may inform the **Commonwealth Bank** of the situation and you may no longer be eligible for this insurance cover or your credit card/**Travel Management Account** facility. **We** may also report you to the appropriate authorities and you may be prosecuted.

Claims are payable in Australian dollars

All claims and amounts payable are paid in Australian dollars at the rate of exchange applicable at the time the expenses were incurred. **We** will pay you unless you tell **us** to pay someone else, except in the case of your death in which case **we** will pay your estate. Payment will be made by direct credit to an Australian bank account nominated by you unless otherwise agreed by **us**.

General exclusions

We will not pay for:

- any other loss or additional expenses following on from the event for which you are claiming that is not covered under this insurance. Examples of such loss or additional expense would be costs incurred in preparing a claim or loss of enjoyment
- claims arising from travel purchased prior to the effective date stated on the front of this Certificate
- claims which in any way relate to the wilful or self-inflicted injury or illness, suicide or attempted suicide of the **cardholder/user**, **spouse** or **accompanied child**
- claims arising as a result of hijack, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- claims caused by an **act of terrorism**
- claims arising from radioactivity, ionising rays, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste
- claims arising from biological and/or chemical materials, substances, compounds or the like used directly or indirectly for the purpose to harm or to destroy human life and/or create public fear, or
- claims arising from an intentional or illegal or criminal act of the **cardholder/user**, a person acting on the **cardholder's/user's** behalf, the **cardholder's/user's** designated beneficiary, executor(s) or administrator(s) or legal heirs or personal legal representative(s).
- claims for loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Cuba, Iran, Syria, North Korea or the Crimea, Donetsk People's Republic (DNR), or Luhansk People's Republic (LNR) regions of Ukraine.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code) and support the Code. The objectives of the Code are:

- to commit **us** to high standards of service;
- to promote better, more informed relations between **us** and **you**;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes **you** make about **us**; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and and your rights under it is available at insurancecouncil.com.au/cop/ or by contacting us.

We respect your privacy

In this Privacy Notice the use of **"we"**, **"our"** or **"us"** means both Cover-More and the insurer, unless specified otherwise.

Why your personal information is collected

We collect your personal information (including sensitive information) to help **us** in:

- identifying you and conducting necessary checks
- determining what services or products **we** can provide to you and/or others
- issuing, managing and administering services and products provided to you and/or others including claims investigation, handling and payment, and
- improving services and products, e.g. training and developing representatives, product and service research, data analysis and business strategy development.

Cover-More also collects your personal information to provide you with special offers of other services and products that may be of interest to you.

How your personal information is collected

We may collect your personal information through websites, from data you or your travel consultant input directly, or through cookies and other web analytic tools, also via email, fax, telephone or in writing.

We collect personal information directly from you unless:

- you have consented to collection from someone else
- it is unreasonable or impracticable for **us** to do so, or
- the law permits **us** to collect from someone else.

We also collect additional personal information from other third parties to provide you with **our** services and products. If you provide personal information to **us** about another person you must only do so with their consent and agree to make them aware of this Privacy Notice.

Who We disclose your personal information to

We may disclose your personal information to other parties and service providers for the reasons explained above. The other parties and service providers include:

- insurers and reinsurers
- medical providers, travel providers and your travel consultant
- **our** lawyers and other professional advisers
- **our** related companies and other representatives or contractors who **we** have hired to provide services or to monitor the services provided by **us** or **our** agents, **our** products or operations, and/or
- other parties **we** may be able to claim or recover against or other parties where permitted or required by law.

Additional parties and service providers are detailed in the Cover-More Privacy Policy and the insurer's Privacy Statement. The contractual arrangements that **we** have in place with these parties and service providers generally include an obligation for them to comply with Australian privacy laws.

We may need to disclose personal information about you to other parties and service providers, some of whom may be located overseas. Who they are may change from time to time. Generally these recipients will be located in the overseas countries travelled to over the duration of your policy and your claim. These recipients would usually be service providers, such as medical providers, providers of travel-related services, investigators, assessors and facilitators or **our** related entities that carry out services on **our** behalf in relation to your policy and your claim. Further details of these types of recipients are set out in the Cover-More Privacy Policy and the insurer's Privacy Statement.

We may not always be able to take reasonable steps to ensure that these recipients comply with the *Privacy Act 1988*. Some of the countries where these recipients are based may not offer the same protection or obligations that are offered by the Act in Australia. By acquiring the services and products from **us**, you agree that you may not be able to seek redress under the Act, or from **us** and/or from the recipients in overseas countries, or to the extent permitted by law.

You and any other person included on the policy consent to these uses and disclosures unless you tell Cover-More, using the contact details following.

Your choices

If you choose not to provide your personal information and/or choose not to consent and/or withdraw your consent to the use and disclosure of your personal information, set out in this Privacy Notice, at any stage, **we** may not be able to provide **our** services or products or manage and administer services and products to you and/or others.

If you wish to withdraw your consent, including for things such as receiving information on products and offers, please contact Cover-More using the following methods.

More information

For more information about how your personal information is collected, used or disclosed, how to access or seek correction to your personal information or how to make a complaint and how such a complaint will be handled, please contact **us** or refer to the relevant website.

Cover-More Privacy Officer

Cover-More Insurance Services Pty Ltd

Mail: PO Box 2027, North Sydney NSW 2059 Australia

Email: privacy.officerCBA@covermore.com.au

Website: covermore.com.au/covermore_privacy_policy

ZAIL Privacy Officer

Zurich Australian Insurance Limited

Mail: PO Box 677, North Sydney NSW 2059

Email: privacy.officer@zurich.com.au

Call: 132 687

Website: zurich.com.au/important-information/privacy

Complaints and disputes resolution process

We and Cover-More are committed to resolving any complaint or dispute fairly.

If **you** have a complaint about an insurance product **we** issued or the service **you** have received (from us or one of our representatives), please contact us. **We** will put **you** in contact with someone who can help to resolve the complaint. **You** can talk over the phone, email or write:

- Call 1300 467 951
- Write to the Customer Relations Manager

  Post: PO Box 2027, North Sydney NSW 2059

  Email: customerrelationsCBA@covermore.com.au

We will acknowledge receipt of **your** complaint within 24 hours or as soon as practicable.

If **you** are not satisfied with our initial response, **you** may use our Internal Dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with **your** complaint, however, **you** may take **your** complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent dispute resolution scheme. **We** are a member of this scheme and **we** agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to **you**.

Their contact details are:

Australian Financial Complaints Authority

Call: 1800 931 678

Address: GPO Box 3, Melbourne VIC 3001

Email: info@afca.org.au

Website: afca.org.au

If **your** complaint or dispute falls outside the AFCA rules, **you** can seek independent legal advice or access any other external dispute resolution options that may be available to **you**.

About the Group Policy

The Group Policy is a contract of insurance between **us** and the **Commonwealth Bank** who is the insured entity under the policy.

Access to benefits under the Group Policy is provided to **accountholders** solely by operation of section 48 of the *Insurance Contracts Act 1984*.

Accountholders and **cardholders/users** do not enter into any agreement with **us** and cannot vary or cancel the Group Policy, as they are not the contracting insured. If **we** or the **Commonwealth Bank** cancel or vary the Group Policy, neither **we** or the **Commonwealth Bank** need to obtain consent to do so.

We do not provide any notices to **accountholders**. **We** only send notices to the **Commonwealth Bank** (to whom **we** have contractual obligations).

Neither **we** nor the **Commonwealth Bank** hold anything in trust for, for the benefit of, or on your behalf under the Group Policy.

The **Commonwealth Bank** does not act on **our** behalf or on your behalf in relation to the insurance.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their needs from a person who is licensed to give such advice. No advice is provided by **us**, **our** representatives or the **Commonwealth Bank** that this insurance is appropriate or useful for any person's needs. Nothing prevents such persons from entering into other insurance arrangements.

Termination of the Group Policy

The **Commonwealth Bank** may terminate or vary the Group Policy at any time. If this happens, the **Commonwealth Bank** will:

- give the **accountholder** written notice of the variation or termination, or
- advise the **accountholder** that a variation or termination is to occur.

In these circumstances, the **Commonwealth Bank** will not provide the **accountholder** with a copy of the actual changes made to the cover. The **Commonwealth Bank** will direct the **accountholder** to the relevant website URL for the details of the variation or termination and inform the **accountholder** that they can call the **Commonwealth Bank** to request a copy of the actual changes be sent to the **accountholder** by post or email.

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