

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 8 December 2008.

Cover Issuer

This cover is available under Master Policy No. 78 CBABUSI CCI issued to Commonwealth Bank of Australia ABN 48 123 123 124 of Level 1, 48 Martin Place, Sydney NSW 2000 ("Commonwealth Bank") by Zurich Australian Insurance Limited ABN 13 000 296 640 of 5 Blue Street, North Sydney NSW 2060 ("Zurich"). In this document, Zurich may also be expressed as "we", "us" or "our". For general enquiries, call Zurich on 1800 285 189.

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 Zurich in relation to this policy. Neither Commonwealth Bank nor any of its related subsidiaries are authorised representatives of Zurich, or any of its related companies.

Cover

Transit Accident Insurance is a benefit offered to all Commonwealth Bank Business and Corporate Card holders 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 or Corporate Card or to a **user's Travel Management Account** before the **trip** has commenced.

The 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**.

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

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.

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

Privacy

Zurich respects your privacy. Before you make a claim, you should know the following things:

- We do not require personal information until a claim is made. We will, in relevant cases, disclose personal information (other than sensitive information such as health information) to Commonwealth Bank, our service providers and business partners, in order to allow monitoring of claims service provided, prevention of fraud and to ensure eligibility for cover.
- We will also, where relevant, disclose personal information including sensitive information, such as health information to our service providers (including medical practitioners, other health professionals, legal representatives). By submitting personal details, the person consents to those organisations collecting and us disclosing personal and sensitive information about you for this purpose.



- A list of the type of service providers and business partners we commonly use is available on request, or from our website (go to www.zurich.com.au and click on the Privacy link on the homepage).
- We may also be allowed or obliged by law to disclose personal information about you, for example under Court Orders or Statutory Notices pursuant to taxation or social security laws.
- If you would like to find out more about our privacy policies, you may contact us by telephone from anywhere in Australia on 132 687, or email Privacy.Officer@zurich.com.au, or write to:
The Privacy Officer
Zurich Australian Insurance Limited
PO Box 677
North Sydney NSW 2059
- In most cases, on request, we will give you access to personal information held about you. In some circumstances, we may charge a fee for giving this access, which will vary but will be based on the costs to locate the information and the form of access required.
- If you do not provide the requested information, the assessment of a claim may be delayed or we may not accept a claim.

General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, Zurich subscribes to the General Insurance Code of Practice. The purpose of the Code is to raise the standard of practice and service in the general insurance industry. The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

Complaints and Dispute Resolution Process

If you have a complaint about this policy or service you have received from us, including the settlement of a claim, you can telephone Zurich on 132 687.

We will respond to the complaint within 15 working days provided we have all necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with you.

If you are unhappy with our response or cannot agree on reasonable alternative timeframes with us, the complaint will be registered as a dispute and it will be reviewed by our internal dispute resolution process which is free of charge.

We will respond to the dispute within 15 working days provided we have all necessary information and have completed any investigation required. If more

information or investigation is required, we will agree reasonable alternative timeframes with you. We will keep you informed of the progress of our review at least every 10 working days and give a final response in writing.

If you are unhappy with our response or cannot agree on reasonable alternative timeframes with us, you can refer the matter to the external disputes resolution scheme of which we are a member. This scheme is administered by the Financial Ombudsman Service (FOS).

FOS will review our decision in accordance with its terms of reference. You are not bound by the decision made by FOS. However, we are bound to act immediately on FOS's decision. This is a free service provided by an independent body.

Brochures outlining the operations of FOS are available from both Zurich and the Insurance Council of Australia in each State or Territory. FOS can be contacted as follows:

Financial Ombudsman Service Limited
Phone: 1300 78 08 08 between 9am - 5pm AEST
Fax: (03) 9613 6399
Post: GPO Box 3, Melbourne, Victoria 3001
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 Zurich within 30 days of learning of an **accident** likely to result in a claim. Zurich will provide a claim form which should be completed and returned within 30 days of receipt.

If you are overseas, you can telephone Zurich Assist via a reverse charges call to Australia on +61 2 9995 2021. If you call from within Australia, the contact telephone number is 1800 285 189.

- provide Zurich 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 Zurich may reasonably prescribe. In the event of any claim being based on the death of a **cardholder/user**, their **spouse** and/or **child**, Zurich may require that a post-mortem examination be conducted (at Zurich's expense).
- provide Zurich 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 Zurich 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 Zurich 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

'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.

'act of terrorism' means an act, including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

'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.

'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**.

'dependent child' means:

- any of a **cardholder's/user's** unmarried children, up to and including the age of 18, and who reside permanently with the **cardholder/user**; or

- any of a **cardholder's/user's** unmarried children from the age of 19, up to and including the age of 21, and who are:
 - full-time students attending an accredited institution of higher learning in Australia; and
 - dependent upon the **cardholder/user** for their maintenance and support; and
 - either residing permanently with the **cardholder/user** or residing with the **cardholder/user** when not attending the accredited institution of higher learning.

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 **cardholder's/user's** legal wife, husband or de facto partner, permanently residing with the **cardholder/user** at the time the **trip** commences. We may ask for proof of this relationship.

'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**, Zurich 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
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**, Zurich 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, Zurich would pay A\$216,667 to each of their legal representatives.

