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*Group Personal Accident Insurance
Policy Wording and PDS*

GROUP PERSONAL ACCIDENT INSURANCE

POLICY WORDING and PRODUCT DISCLOSURE STATEMENT (PDS)

Underwritten by
ACE Insurance Limited
ABN 23 001 642 020 AFSL No. 239687
28-34 O'Connell Street
Sydney NSW 2000



Table of Contents

About the Insurer4

Cover We can offer.....4

About This Group Personal Accident Insurance4

Summary of the Benefits.....5

What We Do Not Cover Under Any Section of the Policy.....5

Your Duty of Disclosure5

New Customers.....5

What You must tell Us5

Who needs to tell Us.....5

If You do not tell Us6

Existing Customers.....6

What You must tell Us6

Who needs to tell Us.....6

If You do not tell Us6

Premium6

Cooling Off and Cancellation Rights6

GENERAL DEFINITIONS UNDER THE POLICY8

SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER.....10

EXTENT OF COVER10

PERSONAL ACCIDENT.....10

SICKNESS10

TABLE OF EVENTS.....10

PART A - LUMP SUM BENEFITS.....10

PART A - INJURY RESULTING IN SURGERY - BENEFITS.....11

PART B - WEEKLY BENEFITS - INJURY.....12

PART C - WEEKLY BENEFITS - SICKNESS12

PART C - SICKNESS RESULTING IN SURGERY - BENEFITS12

PART D - INJURY RESULTING IN FRACTURED BONES – LUMP SUM BENEFITS13

PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS14

ADDITIONAL COVER UNDER THE POLICY14

Exposure14

Disappearance14

Escalation of Claim Benefit14

Rehabilitation Expenses.....15

Guaranteed Payment.....15

GENERAL CONDITIONS UNDER THE POLICY.....15

GENERAL EXCLUSIONS UNDER THE POLICY.....16

GENERAL PROVISIONS UNDER THE POLICY16

Change of Business Activities16

Subrogation16

Other Insurance.....16

Breach of Provisions16

Aggregate Limit of Liability.....17

Currency.....17

Proper Law17

Headings.....17

Assistance and Co-operation17

Due Diligence.....17

Significant Tax Implications17



ace insurance

Making a Claim17
Notice of Claim17
Claim Offset.....18
Suits Against Us18
Code of Practice18
Dispute Resolution18
Privacy Statement18
Privacy Commitment.....18
Collection of Your personal information19
How We use Your personal information19
Disclosure of Your information19
Your medical information is confidential.....19
We require strict privacy protection in Our business relationships19
How to make a privacy complaint.....19
How to Access, Correct or Update Your Information19
Updating this PDS.....19
How to Contact Us19



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GROUP PERSONAL ACCIDENT INSURANCE POLICY WORDING AND PRODUCT DISCLOSURE STATEMENT (PDS)

Important Information about this PDS

This PDS contains important information required under the *Corporations Act 2001 (the Act)* and has been prepared to assist You in understanding this Group Personal Accident Insurance and making an informed choice about Your insurance requirements. This PDS sets out significant features of this insurance including its benefits and risks but does not form part of the insurance contract.

You should read the Policy Wording section in this document and the Schedule of this insurance, to obtain a complete description of all the benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference.

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You should consider the appropriateness of this product having regard to Your objectives, financial situation and needs. You need to decide if the limits, type and level of cover are appropriate for You.

Preparation Date

This PDS was prepared on 31 December 2004. Other documents may form part of Our PDS and if they do, We will tell You in the relevant document

About the Insurer

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (**ACE**) is the insurer of this product. In this PDS, "We", "Us", "Our" means ACE Insurance Limited. Our contact details are:

28-34 O'Connell Street SYDNEY NSW 2000

Telephone: 1800 815 675

Facsimile: (02) 9335 3467

Cover We can offer

When You apply for this insurance, Your details will be provided to ACE. We will use the information supplied to decide the terms of cover We will provide. We provide cover to You on the terms contained in the application, the Policy Wording and any other document including the most recent Schedule that We issue to You.

The Schedule will contain important information relevant to Your insurance including the Period of Insurance; Your premium, the limits (if optional) that You want for particular covers; and whether any standard terms need to be varied by way of endorsement.

All of these make up Your Policy with Us.

About This Group Personal Accident Insurance

This insurance provides for the payment of benefits if an Insured Person dies, becomes disabled or suffers from certain conditions. Please read it carefully to make sure that You understand its provisions. If You require any information, please contact Your local ACE office. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.



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Summary of the Benefits

The following is a summary only and does not form part of the terms of Your insurance. We give examples of key benefits but You need to read the Group Personal Accident Insurance Policy Wording which sets out the terms and conditions of this insurance to make sure it matches Your expectations. Key benefits include tailored cover for:

Personal Accident and Sickness

Provides cover during the Period of Insurance for a broad range of specified Events including:

- Lump sum benefits for an Injury resulting in death, disablement and loss/use of senses and/or body parts.
- Benefits for Injury or Sickness resulting in surgery whilst outside of Australia.
- Benefits for Injury resulting in fractured bones or loss of teeth.
- Loss of income as a result of Sickness or Injury.

Please refer to Section 1 of the Policy Wording for details of **benefits** and **conditions**.

What We Do Not Cover Under Any Section of the Policy

We shall not pay benefits in respect to any loss which results from flying in an aircraft other than as a passenger, self-inflicted injury, training for professional sport, war invasion or civil war, AIDS, use of nuclear weapons, pregnancy or childbirth.

Please refer to the sections **General Conditions Under the Policy**, **General Exclusions Under the Policy** and **General Provisions Under the Policy** for details of all general exclusions to make sure the cover We provide matches Your expectations

Your Duty of Disclosure

New Customers

If You are purchasing this Policy for the first time, Your duty of disclosure is as follows:

What You must tell Us

When answering Our questions in the application form, You must be honest and You have a duty under law to tell Us anything known to You and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You and anyone else to be insured under the Policy and on what terms.

If We ask You to tell Us about exceptional circumstances, You are required to tell Us about each exceptional circumstance which is known to You and which You know or a reasonable person would be expected to know is relevant to Our decision to insure You and anyone else to be insured under the Policy.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

Who needs to tell Us

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.



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If You do not tell Us

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having been in existence.

Existing Customers

If You intend to renew or have renewed this Policy, Your duty of disclosure is as follows:

What You must tell Us

Before You renew, extend, vary or reinstate this Policy, You have a duty to disclose to Us every matter that You know or could be reasonably expected to know is relevant to Our decision to renew the Policy and, if so, on what terms.

You are not required to tell Us about a matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- that We know or in the ordinary course of Our business ought to know; or
- if We have waived the requirement for You to tell Us.

Who needs to tell Us

You must answer Our questions in this way for You and for anyone else whom You want to be covered by the Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may reduce or refuse to pay a claim or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having been in existence.

Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

We take a number of factors into account when calculating Your premium. Your risk profile, including the level of cover chosen, Your age, Your occupation and Your previous insurance history will have a significant impact on Your premium.

Your premium also includes any amounts payable in respect of compulsory government charges (including stamp duty where applicable). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

If You fail to pay an instalment on time, then if an instalment remains unpaid for:

- at least ninety (90) days, We may refuse to pay a claim arising after payment was due; and
- We may cancel Your Policy.

We may change Your premium from the renewal date if We notify You of the change in writing prior to that date.

You should refer to the Policy for full terms and conditions.

Cooling Off and Cancellation Rights

You have fourteen (14) days after You enter Your Policy (including renewals) to decide if this insurance meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.



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You will not receive a refund if You have made a claim during this review period.

Cancellation of Your policy

You may cancel Your Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date We receive your written cancellation. We shall retain a pro-rata proportion of the premium for the time the Policy has been in force and refund the balance to You.

However, We do not refund any premium if We have paid a benefit under Your Policy.

We may cancel Your Policy by giving You written notice, to Your address on file, if You:

- breach the duty of utmost good faith;
- make a misrepresentation to Us before or at the time Your Policy was entered into;
- breach a provision of Your Policy;
- make a fraudulent claim under any policy of insurance;
- engage in any act or omission which under Your Policy You are required to notify Us of, but You do not notify Us; or
- engage in any such act or omission which under the terms of Your Policy authorises Us to refuse to pay a claim either in whole or in part.

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured. However, We do not refund any premium if We have paid a benefit under Your Policy.

Automatic cancellation of Your Policy may occur without any written notice from Us if You are paying the premium and You do not pay an instalment within ninety-one (91) days of when it is due. The cancellation takes effect from the date the premium You have paid Us ceases to cover the insurance under this Policy.

You should refer to the Policy for full terms and conditions.



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GENERAL DEFINITIONS UNDER THE POLICY

For the purposes of this Policy, the following definitions apply:-

Accidental Death means death occurring as a result of an Injury.

Doctor means a legally registered medical practitioner who is not an Insured Person or their relative.

Employee means any person in Your service including directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on Your behalf.

Event(s) means the Event(s) described in the Table of Events set out in Personal Accident Cover.

Excess Period means the period of time following an Event giving rise to a claim for which benefits are not payable.

Fingers, Thumbs or Toes means the digits of a Hand or Foot.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Injury means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent, external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury).

Insured Person means such person or persons who come within the description of Insured Person contained in the Schedule and with respect to whom premium has been paid or agreed to be paid.

Limb means the entire Limb between the shoulder and the wrist or between the hip and the ankle.

Loss means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;

and which in each case is caused by Injury.

Paraplegia means the Loss of use of both legs and the Permanent Loss of use of part of or whole of the lower half of the body.

Period of Insurance means the period of time shown on the current Schedule.

Permanent means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

Policy means the Policy Wording and the Schedule.

Policy Wording means this document.

Quadriplegia means the Loss of use of both arms and both legs.

Salary means in the case of an Employee, their weekly pre-tax income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the commencement of the disability or over such shorter period as they have been employed.

Schedule means the Schedule attached to the Policy Wording or any subsequently substituted Schedule.



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Sickness means any illness or disease of the Insured Person first manifesting itself not less than thirty (30) days after the commencement of the Period of Insurance.

Temporary Partial Disablement means the temporary inability of the Insured Person to engage in a substantial part of their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means the temporary inability of the Insured Person to engage in their usual occupation or business duties, while they are under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Total Disablement means the inability of the Insured Person to engage in or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience.

We/Our/Us means ACE Insurance Limited (ABN 23 001 642 020, AFSL 239687)

You/Your means the Insured named in the Schedule.



SECTION 1 - PERSONAL ACCIDENT & SICKNESS COVER

EXTENT OF COVER

PERSONAL ACCIDENT

If during the Period of Insurance an Insured Person suffers from an Event described in Parts A, B, D or E of the following Table of Events as result of an Injury, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown on the Schedule for that Event against Parts A, B, D or E.

SICKNESS

If during the Period of Insurance an Insured Person suffers from an Event described in Part C of the following Table of Events as a result of a Sickness, We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown on the Schedule for that Event on Part C.

TABLE OF EVENTS

PART A - LUMP SUM BENEFITS

Cover for an Event under this part applies only if an amount for that Event is shown on the Schedule against Part A – Lump Sum Benefits.

THE EVENTS	THE BENEFIT
Injury resulting directly in the following Event(s), which occur within twelve (12) months of the date of the Injury:	Being a percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits for each Insured Person.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	20%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either Hand	40%
14. Permanent Loss of use of one (1) Thumb of either Hand:-	
(a) both joints	30%
(b) one (1) joint	15%



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15. Permanent Loss of use of Fingers of either Hand:-	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent Loss of use of Toes of either Foot:-	
(a) all - one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great - each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent Partial Disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A – Lump Sum Benefits.

PART A - INJURY RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

- (a) an amount is shown on the Schedule against Part A - Injury Resulting In Surgery; and
- (b) the surgery is undertaken outside of Australia.

Injury resulting directly in the following surgical procedures being carried out within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part A – Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	50%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%



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PART B - WEEKLY BENEFITS - INJURY

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part B – Weekly Benefits - Injury.

Injury resulting directly in the following Events which occur within twelve (12) months of the date of the Injury:	THE BENEFITS
25. Temporary Total Disablement	During such disablement, the Weekly Benefit shown on the Schedule against Part B – Weekly Benefits – Injury, but not Exceeding the Salary of the Insured Person.
26. Temporary Partial Disablement	25% of the amount payable for Event 25.

PART C - WEEKLY BENEFITS - SICKNESS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part C – Weekly Benefits - Sickness.

Sickness resulting directly in the following Event which occurs within twelve (12) months of the date of the first manifestation of the Sickness:	THE BENEFITS
27. Temporary Total Disablement	During such disablement, the Weekly Benefit shown on the Schedule against Part C – Weekly Benefits – Sickness, but not Exceeding the Salary of the Insured Person.
28. Temporary Partial Disablement	25% of the amount payable for Event 27.

PART C - SICKNESS RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

- (a) an amount is shown on the Schedule against Part C - Sickness Resulting In Surgery – Benefits; and
- (b) the surgery is undertaken outside of Australia.

Sickness resulting directly in the following surgical procedures which occur within twelve (12) months of the date of first manifestation of the Sickness:	The benefits shown below are a percentage of the amount shown on the Schedule against Part C – Sickness Resulting in Surgery - Benefits.
29. Open heart surgical procedure	100%
30. Brain surgery	50%



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31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

PART D - INJURY RESULTING IN FRACTURED BONES – LUMP SUM BENEFITS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.

Injury resulting directly in the following fractured bones which occur within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part D – Injury Resulting in Fractured Bones – Lump Sum Benefits.
33. Neck, skull or spine (complete fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (other fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (simple fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the Schedule against Part D - Injury Resulting in Fractured Bones – Lump Sum Benefits.

The maximum benefit payable for any one Injury resulting in fractured bones shall be \$3,000 unless otherwise shown on the Schedule against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.



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A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS

Cover for an Event under this Part applies only if an amount is shown on the Schedule against Part E – Injury Resulting in Loss of Teeth or Dental Procedures - Benefits.

Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within twelve (12) months of the date of the Injury:	The benefits shown below are a percentage of the amount shown on the Schedule against Part E - Injury Resulting in Loss of Teeth or Dental Procedures – Benefits.
42. Loss of teeth or full capping of teeth, per tooth	100%
43. Partial capping of teeth, per tooth	50%

The maximum benefit payable with respect to any one Injury shall be \$1,000 limited to \$250 per tooth unless otherwise shown on the Schedule against Part E – Injury Resulting In Loss of Teeth or Dental Procedures - Benefits.

For the purpose of Part E - a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

ADDITIONAL COVER UNDER THE POLICY

Exposure

If during the Period of Insurance an Insured Person is exposed to the elements as a result of an accident and within twelve (12) months of the accident they suffer from any of the Events as a direct result of that exposure, they will be deemed for the purpose of this Policy to have suffered an Injury on the date of the accident.

Disappearance

If during the Period of Insurance an Insured Person disappears following the disappearance, sinking or wrecking of a conveyance in which they were travelling and their body has not been found within twelve (12) months after the date of that disappearance, they will be deemed to have died as a result of an Injury at the time of the disappearance, sinking or wrecking of the conveyance. If the benefit for Event 1 in the Table of Events (Accidental Death) is payable because of a disappearance, We will only pay if the legal representatives of the Insured Person’s estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Insured Person did not die or did not die as a result of an Injury.

Escalation of Claim Benefit

After payment of a benefit under Events 25 and/or 26 or Event 27 and/or 28 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.



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Rehabilitation Expenses

On the occurrence of Events 25 and/or 26 or Event 27 and/or 28, We will reimburse expenses incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and the agreement of the Insured Person's Doctor. Compensation under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six (6) months.

Guaranteed Payment

If an Insured Person sustains an Injury or suffers a Sickness for which benefits are payable under Events 25 or 27, We will immediately pay ten (10) weeks benefits provided that proper medical evidence is produced from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

GENERAL CONDITIONS UNDER THE POLICY

1. If an Insured Person suffers an Injury resulting in any one of Events 2-8, We will not be liable under this Policy for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury.
3. Benefits shall not be payable:-
 - a) for Events 25, 26, 27 and 28 in excess of a total period of one hundred and fifty six (156) weeks in respect of any one Injury or Sickness, unless otherwise stated on the Schedule;
 - b) for Events 25, 26, 27 and 28 during the Excess Period stated in the Schedule, calculated from the commencement of the Injury or Sickness and in an amount which exceeds the percentage of Salary stated in the Schedule;
 - c) unless the Insured Person, as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
 - d) for more than one of Events 25 and/or 26 or Event 27 and/or 28 in Part C that occur for the same period of time; and
 - e) for more than one of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one Injury or Sickness.
4. The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay entitlement or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Salary of the Insured Person stated in the Schedule.
5. If as a result of Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply.
6. Subject to the Guaranteed Payments referred to in paragraph 5 under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
7. All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.



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8. If as a result of Injury, the Insured Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
9. There is no cover under this Policy with respect to any Insured Person who is aged sixty-five (65) years or more and all cover with respect to an Insured Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of sixty-five (65) years.

GENERAL EXCLUSIONS UNDER THE POLICY

We shall not pay benefits with respect to any loss, damage, liability, Event, Injury or Sickness which:

1. results from an Insured Person engaging in or taking part in:
 - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for or participating in professional sport of any kind.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by You or an Insured Person.
3. results from war (whether declared or not) invasion or civil war.
4. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
5. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
6. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising there from.
7. results from any pre-existing medical condition.
8. results from any expenses, the payment of which would constitute "health insurance business" as defined under the National Health Act, 1953 (Cth.).

GENERAL PROVISIONS UNDER THE POLICY

Change of Business Activities

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

Subrogation

In the event of any payment under this Policy, We shall be subrogated to all of Your rights and the rights of an Insured Person to recovery against any person or entity other than another Insured or Insured Person protected by this Policy and You and the Insured Person must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice our rights to subrogation.

Other Insurance

In the event of a claim You must advise Us as to any other insurance You may have covering the same risk.

Breach of Provisions

If You are in breach of any of the conditions or provisions of this Policy, We may decline to pay a claim.



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Aggregate Limit of Liability

- a) Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
- b) Our total liability for all claims arising under this Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
- c) In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Insured Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.

Currency

All amounts shown on the Policy are in Australian Dollars (AUD).

Proper Law

Any dispute arising under this Policy or concerning its formation shall be governed by the laws of the appropriate State of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within the said State and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions, exclusions and provisions of this Policy are not to be construed or interpreted by reference to such headings.

Assistance and Co-operation

You shall cooperate with Us and, upon Our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Due Diligence

You and all Insured Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under this Policy.

Significant Tax Implications

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your policy for business purposes. Premiums are GST exclusive. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

Making a Claim

Notice of Claim

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your/their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have



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any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

Claim Offset

Except for Part A of Personal Accident & Sickness Cover, there is no cover under this Policy for any loss, damage, liability, Event, Injury or Sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what You or the Insured Person would be otherwise entitled to recover under the Policy, where permissible under Law.

Suits Against Us

You agree not to bring suit against Us unless You have complied with all the terms of this Policy. Any such suit must be brought within two (2) years after the loss has occurred.

Code of Practice

The General Insurance Code of Practice (**the Code**) describes standards of good practice and service to be met by General Insurance Companies. As part of Our commitment to serving You, We have adopted the Code. Further information on the Code is available from Us.

Dispute Resolution

We have developed an internal procedure for dispute resolution in accordance with the Code. If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days. If Your dispute involves a claim and You are unhappy with Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Claims Review Panel Scheme run by Insurance Ombudsman Service Limited (IOS). This external dispute resolution panel can make decisions which We are obliged to comply with. The IOS can be contacted on:

PO Box 561
Collins Street West
MELBOURNE VIC 8007

Telephone: 1300 780 808
Facsimile: (03) 9621 2060
Email: ios@insuranceombudsman.com.au
Website: www.insuranceombudsman.com.au

Further information about IOS is available on request. A brochure describing Our disputes resolution procedures in more detail is available on request.

Privacy Statement

ACE wants to ensure that Our policyholders are confident that any personal information collected by Us is treated with the appropriate degree of confidentiality and privacy. To ensure this, ACE belongs to the General Insurance Information Privacy Code, a voluntary code aimed at providing policyholders with best practice for privacy queries and complaints. Full details of ACE's Privacy Policy are available on request.

Privacy Commitment

The following points explain why We collect and how We use Your information:



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Collection of Your personal information

We collect only relevant information necessary to provide competitive insurance products and services.

How We use Your personal information

We use the information to provide insurance products and services and to issue and administer insurance policies.

Disclosure of Your information

We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when necessary to market and administer Our own insurance products and services and when required by law.

Your medical information is confidential

We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.

We require strict privacy protection in Our business relationships

We only engage in ventures with strategic partners that follow strict confidentiality requirements.

How to make a privacy complaint

Should You be unhappy about our treatment of Your personal information, please write to the Privacy Officer (*ACE Insurance Limited GPO Box 4907, SYDNEY NSW 2001*) clearly setting out the nature of Your concern and Our Privacy Disputes Panel will respond within fifteen (15) working days. If You require assistance in lodging Your complaint please call 1800 815 675.

The Privacy Officer has the appropriate authority to deal with Your complaint and can refer Your complaint, if You are not satisfied with the result to the Privacy Compliance Committee at IOS Limited. Should Your complaint not be resolved by the Privacy Compliance Committee it can be referred to the Federal Privacy Commissioner. If another code adjudicator or the Federal Privacy Commissioner could more appropriately deal with Your complaint, then ACE or IOS Limited can refer it to them.

How to Access, Correct or Update Your Information

You will always have access to any personal information about You that We hold. Should You wish to be provided with a copy of this information please contact Our *Privacy Officer at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001*.

Your request will be actioned within fifteen (15) working days and copies of the information will be posted to Your current address. If You wish to correct any of the information please contact Our Customer Relations Team on 1800 815 675 or e-mail customer.relations@ace-ina.com. ACE will provide any information We hold, provided the information is not the subject of claim or legal proceedings or the request is not frivolous or vexatious.

Updating this PDS

Information in this PDS may be updated where necessary. A paper copy of any updated information is available to You at no cost by calling ACE. ACE will issue You with a new PDS or a supplementary PDS, where the update is to rectify a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

How to Contact Us

If You need to contact Us, have any questions or would like any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".