



ace insurance



**Journey Accident
Insurance**

Policy Wording &
Product Disclosure Statement (PDS)

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IMPORTANT INFORMATION

1. About this Journey Accident PDS

This PDS contains important information about this insurance to assist in the making of a decision in relation to it.

General Advice

Any general advice that may be contained within this PDS or accompanying material does not take into account anyone's individual objectives, financial situation or needs. Such matters should be considered in determining the appropriateness of this product. Consideration also needs to be given to whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on May 7, 2010. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

2. About the Insurer

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (ACE) is the insurer/issuer 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
Email : A&HUWSupportunit.AU@acegroup.com

3. Summary of Insurance

The following provides a general summary of the cover contained in this PDS and its purpose. The cover is provided only if specified as applicable in the Schedule. Certain terms used in this summary are defined in the Policy. Please refer to the relevant Parts for these definitions.

Cover

We pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury. Additional benefits may also be payable under the additional cover provided.

The cover provided under the Policy is subject to certain terms, conditions and exclusions (including limits and excesses). For example:

- Covered Persons are not covered in relation to covered events that occur before they become a Covered Person or after they cease to be a Covered Person;
- the covered events must occur during a covered Journey;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within twelve (12) months of the Bodily Injury;
- We will not pay any benefits with respect to any loss, damage, liability, Event or Bodily Injury which would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act, 1953 (Cth);
- there is no cover under the Policy with respect to any Covered Person who is aged sixty-five (65) years or more and all cover with respect to a Covered Person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of sixty-five (65) years.

The above is a general summary of the cover only, does not form part of the Policy and cannot be relied on as a full description of the cover provided. Please refer to the Policy for its full terms, conditions and exclusions.

4. The nature of a Covered Person's right to access cover under the Policy and when it starts and ends

Access to this insurance is provided to Covered Persons solely by reason of the statutory operation of section 48 of the Insurance Contracts Act. Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy - only the Policyholder can do this) and do not enter into any agreement with Us as their right is only provided by reason of the above section of the Insurance Contracts Act.

A Covered Person's access to cover:

- begins from the time the relevant person becomes a Covered Person; and
- ends when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person or at the end of the Period of Insurance (whichever is the earliest).

Refer to the Definitions section for the definition of Period of Insurance.

5. Our agreement with the Policyholder (the Policy)

Where We have agreed to enter into the Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 4 Premium section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the Policy the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

6. Cooling Off and Cancellation Rights

The Policyholder has fourteen (14) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those fourteen (14) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 14 Cancellation Clause).

7. Renewal procedure

Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. It is important to check the terms of any renewal before renewing to ensure that the details are correct.

8. Privacy Statement

We are committed to protecting the privacy of persons covered under the Policy. We collect, use and retain any personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on Our website at www.aceinsurance.com.au.

We collect personal information (which may include health information) to determine whether to provide this insurance and the cover under it, to administer it once it is in place and to handle or settle any claims made under it.

We collect information directly from Covered Persons or the Policyholder or via Our agents and/or representatives.

We may disclose the information We collect to third parties, including contractors and contracted service providers engaged by Us to deliver Our products and services or carry out certain business activities on Our behalf (such as assessors and call centres) in relation to them, other companies within the ACE Group, other insurers, Our reinsurers, and government agencies (where We are required to by law) and agents and/or representatives of persons covered under the Policy. These third parties may be located outside Australia.

Anyone covered under the Policy agrees to Us using and disclosing personal information as set out in this Privacy Statement. This consent remains valid unless the person alters or revokes it by giving written notice to our Privacy Officer.

If a person covered under the Policy wishes to access a copy of personal information pertaining to them, or to correct or update such personal information, or has a complaint or wants more information about how We manage a person's personal information, those persons should contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@acegroup.com.

Consent of Covered Persons to disclosure of information

The Policyholder confirms that each Covered Person has provided their consent to the use and disclosure of their personal information for the purposes specified in this Privacy Statement and the Policyholder agrees to provide Us with evidence of the Policyholder's procedures in this regard and to advise Us if any consent has not been obtained.

9. Dispute Resolution

If a person covered under the Policy is dissatisfied with Our service in any way they can contact Us on +61 2 9335 3200 and We will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Our procedures contact Us on +61 2 9335 3200 or email DisputeResolution.AU@acegroup.com. A dispute can be referred to the Financial Ombudsman Service (the FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

The Financial Ombudsman Service
Phone: 1300 78 08 08
Post: GPO Box 3, Melbourne, Victoria 3001
Website: www.fos.org.au
Email address: info@fos.org.au

10. Premium

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

When calculating the Premium for the Policy We take a range of factors into account, including:

- age, occupation and previous insurance history of persons to be covered; and
- the type and amount of cover provided.

It is important for the Policyholder to know that the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they should impact on the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

Non payment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least ninety (90) days We may cancel the Policy.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date.

11. Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy. If We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under insurance cover under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.apra.gov.au and the APRA hotline on 1300 13 10 60; and
- We are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

12. Updating this PDS

We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

13. How to Contact Us

To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".

GENERAL DEFINITIONS UNDER THE POLICY

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

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected, from the perspective of the Covered Person. The word Accidental shall be construed accordingly.

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

Bodily Injury means a bodily injury resulting solely from an Accident and which occurs independently of any illness or other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person.

It does not mean:

- (a) a sickness or illness or disease; or
- (b) any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

Civil War means any of the following, whether declared or not, armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

Covered Person means a person that meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy by reason of the operation of section 48 of the Insurance Contracts Act and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

Doctor means a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- the Policyholder;
- the Covered Person;
- a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- an Employee of the Policyholder.

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

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

Excess Period means the period of time following an Event giving rise to a claim for which no benefits are payable as specified in the Schedule.

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.

Insurance Contracts Act means the Insurance Contracts Act 1984 (Cth) as amended from time to time.

Journey means the trip/journey described in the Schedule.

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;
- d) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

Paraplegia means the Permanent 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 shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

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

Policy means this PDS, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g endorsements and SPDS's).

Policyholder means the named company listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

Premium means the amount shown in the Schedule that is payable in respect of the Policy by the Policyholder.

Professional Sport means any sport for which a Covered Person receives any fee or monetary reward as a result of their participation.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Salary means:

- in the case of a salaried 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 date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed; or
- in the case of a salary packaged Employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions but excluding bonuses, commissions, overtime payments, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed; or
- in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant schedule issued by Us to the Policyholder.

Temporary Partial Disablement means where, in the opinion of a Doctor, the Covered Person is temporarily unable to engage in a substantial part of their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means where, in the opinion of a Doctor, the Covered Person is temporarily unable to engage in their usual occupation or business duties, while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

War means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us means ACE Insurance Limited (ABN 23 001 642 020) who is the insurer/issuer of the Policy.

PERSONAL ACCIDENT COVER

EXTENT OF COVER

Subject to the other terms, conditions and exclusions of the Policy.

PERSONAL ACCIDENT

Where a Covered Person suffers from an Event described in Parts A , B or C of the following Table of Events that:

- a) is as a result of a Bodily Injury which occurred whilst on a Journey; and
- b) occurs within twelve (12) months of the date of the Bodily Injury,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event on the Schedule against Parts A, B or C.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if:

- a) the Bodily Injury; and
- b) the Journey,

occur during the Period of Insurance and whilst the person is a Covered Person.

TABLE OF EVENTS

PART A - LUMP SUM BENEFITS

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

THE EVENTS Note: The following Event(s) must occur twelve (12) months of the date of the Bodily Injury.	THE BENEFITS Being a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
1. Accidental Death	100%
2. Paraplegia or Quadriplegia	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	50%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	50%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	100%
(b) one (1) ear	20%

PART B - WEEKLY BENEFITS - BODILY INJURY

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

Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	THE BENEFITS
10. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, the weekly benefit shown on the Schedule against Part B – Weekly Benefits – Bodily Injury, but not exceeding the Salary of the Covered Person.
11. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown on the Schedule against Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder, provided the combined amount does not exceed the Salary of the Covered Person. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 10.

PART C - FRACTURED BONES – LUMP SUM BENEFITS

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

Note: The following fractured bones must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown on the Schedule against Part C – Fractured Bones – Lump Sum Benefits or a percentage of \$1,000 whichever is the greater.
12. Neck, skull or spine (complete fracture)	100%
13. Hip	75%
14. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
15. Cheekbone, shoulder or hairline fracture of skull or spine	30%
16. Arm, elbow, wrist or ribs (other fracture)	25%
17. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
18. Nose or collar bone	20%
19. Arm, elbow, wrist or ribs (simple fracture)	10%
20. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Part C – Fractured Bones – Lump Sum Benefits or \$1,000 whichever is the greater.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount. We will pay an additional benefit of 5% of the amount shown on the Schedule against Part C – Fractured Bones – Lump Sum Benefits or 5% of \$1,000 whichever is the greater.

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.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

ADDITIONAL COVER UNDER THE POLICY

1. **Exposure**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is exposed to the elements as a result of an Accident and within twelve (12) months of the Accident the Covered Person suffers from any of the Events as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

2. **Guaranteed Payment**

If a Covered Person sustains a Bodily Injury for which benefits are payable under Event 10, We will immediately pay twelve (12) weeks benefits provided that proper medical evidence is produced by a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

3. **Escalation of Claim Benefit**

After payment of a benefit under Events 10 and/or 11 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.

GENERAL CONDITIONS APPLICABLE TO THE POLICY

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2 to 9a, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1 to 9 in respect of the same Bodily Injury.
3. Benefits shall not be payable:-
 - a) for Events 10 and 11 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one Bodily Injury, unless otherwise stated on the Schedule;
 - b) for Events 10 and 11 during the Excess Period shown on the Schedule, calculated from the commencement of the Bodily Injury and for an amount which exceeds the percentage of Salary stated in the Schedule against Part B - Weekly Benefits - Bodily Injury and/or the Salary of the Covered Person;
 - c) unless the Covered Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any worker's compensation or accident compensation scheme and the amount of any sick pay received or at the discretion of the Policyholder any sick leave entitlement, or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Covered Person stated in the Schedule against Part B - Weekly Benefits - Bodily Injury and/or the Salary of the Covered Person.
5. Where in relation to benefits payable for Events 10 and/or 11, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor, We will obtain the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy is in force, the Covered 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 Covered 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 Bodily Injury and a new Excess Period shall apply. Where an a Bodily Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Bodily Injury and a Doctor certifies this, We will treat this as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of Bodily Injury.
7. Subject to the Guaranteed Payments referred to in paragraph 2 under Additional Cover, weekly benefits for Events 10 & 11 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
8. All benefits paid under the Policy shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy. All benefits paid under Part A Lump Sum Benefits Event 1 (Accidental Death) shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 10 and/or 11 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 10 and 11 shall cease from the date of such entitlement.
10. With respect to Part A - Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty percent (50%) of the Lump Sum benefit stated in the Schedule for the category applicable to such Employee.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

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

1. results from a Covered 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 the Policyholder or a Covered Person.
3. results from War, invasion or Civil War.
4. 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.
5. results from a Covered Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor.
6. would result in Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth).
7. occurs when the Covered Person is sixty-five (65) years of age or over. All cover with respect to a Covered Person shall cease upon their attaining sixty-five (65) years of age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of sixty-five (65) years.

GENERAL PROVISIONS APPLICABLE TO THE POLICY

Change of Business Activities

The Policyholder must inform Us as soon as is reasonably practicable of any alteration in the Policyholder's business activities which increases the risk of a claim being made under the Policy.

Currency

All amounts shown on the Policy are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

Notice of Claim

The Policyholder, Covered Persons or any other person entitled to claim under the Policy (Claimant) 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. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Claimant who is the subject of a claim under the Policy, medically examined from time to time.

Subrogation

In the event of any payment under the Policy, We shall be subrogated to all of the Claimant's rights to recovery against any person or entity other than another Policyholder, Covered Person or other persons covered by the Policy and the Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. A Claimant shall not take action after any loss which will prejudice Our rights to subrogation.

Cancellation

The Policyholder may cancel the 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 the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Part thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We do not refund any Premium if We have paid a benefit under the Policy.

Claim Offset

Except for Part A - Lump Sum Benefits, there is no cover under the Policy for any loss, damage, liability, Event or Bodily Injury 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 the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to any other insurance they are entitled to claim under or have access to that covers the same risk.

Breach of Conditions

If the Policyholder or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim, to the extent permitted by law.

Aggregate Limit of Liability

- a) Except as stated below, Our total liability for all claims arising under the Policy during any one (1) 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 the Policy during any one (1) 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 the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered 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.

Proper Law

Any dispute arising under the 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 and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

Assistance and Co-operation

The Policyholder and the Covered Persons shall co-operate 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 the Policyholder or a Covered Person because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and/or the relevant Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder and a Covered Person (where relevant) shall not, except at their 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

The Policyholder and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

ACE Insurance Limited

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