

JOURNEY ACCIDENT INSURANCE

POLICY WORDING &
PRODUCT DISCLOSURE STATEMENT

A+H|PRO
ACCIDENT AND HEALTH PROTECTION

ABOUT ACE

ACE Group is one of the world's largest multiline property and casualty insurers. With operations in 54 countries, ACE provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. ACE Limited, the parent company of ACE Group, is listed on the New York Stock Exchange (NYSE: ACE) and is a component of the S&P 500 index.

ACE, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. ACE's operation in Australia (ACE Insurance Limited) provides specialised and customised coverages, including Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base. ACE is a major insurer of many of the country's largest companies. With five branches and 400 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.acegroup.com/au

ACE Group is a registered trademark of ACE Limited.

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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 the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. 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 22 February 2016. 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:

Head Office:	28 O'Connell Street SYDNEY NSW 2000
Postal address:	GPO Box 4907 SYDNEY NSW 2001
Telephone:	1800 815 675
Facsimile:	+61 2 9335 3467
Email:	CustomerService.AUNZ@acegroup.com

General Insurance Code Of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to establish high standards of service, promote confidence in the general insurance industry and improve relationships between insurers and their customers. Further information about the Code is available at www.codeofpractice.com.au and on request.

3. About the Agent

SGUAS Pty Ltd (ABN 15 096 726 895, AFS Licence No. 234437) trading as Accident and Health Protection (Accident and Health Protection) arranges policies for and on behalf of ACE. Accident and Health Protection acts under a binding authority given by ACE to act as its agent for the purposes of administering, arranging and issuing policies, alterations and renewals. In all aspects of arranging this policy, Accident and Health Protection acts as an agent for ACE and not for the Policyholder. Accident and Health Protection's contact details are:

Postal address:	PO Box A2016 SYDNEY SOUTH NSW 1235
Telephone:	+61 2 9551 1018
Facsimile:	+61 2 9307 6699
Email:	info@accidenthealthpro.com.au
Web:	www.accidenthealthpro.com.au

4. Summary of Insurance

The following provides a summary of the main covers available under the Policy only; it does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant Sections of the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Schedule.

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain Sections.

PERSONAL ACCIDENT

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 which occurs whilst on a Journey. A number of additional benefits may also be payable under the additional cover provided.

The cover in 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 Event(s) that occur before they become a Covered Person or after they cease to be a Covered Person;
- + We only pay up to the agreed limits specified in the Policy;
- + the covered Events must occur during a covered Journey;
- + We will only cover Events which occur within twelve (12) months of the Bodily Injury, and where the Bodily Injury occurs during the Period of Insurance, and with respect to Events 20 and 21 (weekly benefits), where the Event occurs during the Period of Insurance or Renewal Period;
- + We will not pay any benefits with respect to any loss, damage, liability, Event, 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); and

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- GENERAL CONDITIONS APPLICABLE TO THE POLICY
- GENERAL EXCLUSIONS APPLICABLE TO THE POLICY
- GENERAL PROVISIONS APPLICABLE TO THE POLICY

This Policy has reduced cover for Covered Persons over age seventy-five (75) years. Refer to General Provisions Applicable to the Policy section for details. Please read the full Policy Wording to decide whether this cover is right for you.

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

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984* (Cth). 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.

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Person as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

- a. does not act on behalf of Us or a Covered Person in relation to the insurance;
- b. is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- c. does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us that the benefits are appropriate or useful for any Covered Person's own circumstances or needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

A Covered Person's access to cover:

- a. begins from the time the relevant person meets the criteria specified in the Schedule and becomes a Covered Person; and
- b. ends at the earliest of the following events:
 - i. when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
 - ii. at the end of the Period of Insurance; or
 - iii. when the Policy is cancelled by Us or the Policyholder.

Refer to the General Definitions Applicable to the Policy section for the definition of Period of Insurance and other capitalised terms.

6. 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 8 Premium description 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.

7. Group Insurance Policy

The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

8. 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 Cancellation clause in General Provisions Applicable to the Policy section).

9. 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.

10. Privacy Statement

In this Privacy Notice the use of "We", "Our" or "Us" means ACE Insurance Limited (ACE) or Accident and Health Protection, unless specified otherwise. "You" or "your" means "Covered Person".

We are committed to protecting your privacy. We collect, use and retain personal information in accordance with the Australian Privacy Principles and the *Privacy Act 1988* (Cth). Our detailed privacy policies are available on Our respective websites at www.acegroup.com/au and www.accidenthealthpro.com.au

Personal Information Handling Practices

Collection, Use and Disclosure

We collect personal information (which may include sensitive information such as health information) when you are applying for, changing or renewing an insurance Policy with Us or when We are processing a claim in order to help Us properly administrate your insurance application, Policy or claim.

We will generally collect an individual's personal information only from that person except when it is unreasonable or impracticable for Us to do so. Sometimes We collect personal information from a third party (which may include a person or entity with whom We have a distribution partnership or other business relationship), or from a publicly available source, but only if the individual has consented to such collection or would reasonably expect Us to collect their personal information in this way.

The primary purpose for Our collection and use of your personal information is to enable Us to provide insurance services to you. Sometimes, We may use your personal information for Our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may also disclose your personal information to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as assessors and call centres in Australia), other companies within Our groups of companies, other insurers, Our reinsurers, medical and health practitioners, government agencies and regulators (where We are required to by law), law enforcement bodies and agents and/or representatives of persons covered under Our Policies. Some of these third parties may be located outside Australia. In particular, certain business process functions of ACE are performed by a dedicated servicing unit located in the Philippines. Lists of countries in which recipients of your information are likely to be located are available in the privacy policies available on Our respective websites.

In all instances where personal information may be disclosed to third parties who may be located overseas, in addition to any local data privacy laws to which those entities are subject, We have measures in place to ensure that those parties hold and use such information in accordance with the consent provided by the individual and in accordance with Our obligations under the Privacy Act.

Your Choices

In dealing with Us, you agree to Us using and disclosing your personal information as set out in this statement and Our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to Our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean We may not be able to provide you with insurance or to respond to any claim.

How to Contact Us

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact ACE's customer relations team on [1800 815 675](tel:1800815675) or email CustomerService.AUNZ@acegroup.com, or in the case of Accident and Health Protection on [+61 2 9551 1018](tel:+61295511018) or email info@accidenthealthpro.com.au

If you have a complaint or want more information about how:

- i. ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: [+61 2 9335 3200](tel:+61293353200) or email Privacy.AU@acegroup.com
- ii. Accident and Health Protection is managing your personal information, please contact the Privacy Officer, at the details provided in its Privacy Policy at www.accidenthealthpro.com.au

11. Complaints and Dispute Resolution

We take the concerns of Our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note however that if We have resolved your initial complaint to your satisfaction by the end of the 5th business day after We have received it, and you have not requested that We provide you a response in writing, the below-mentioned complaint handling and internal dispute resolution process does not apply:

Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with ACE including Our products or services and wish to make a complaint, please contact Us at:

The Complaints Officer
ACE Insurance Limited
GPO Box 4065 Sydney NSW 2001
Tel: [1800 815 675](tel:1800815675)
Email: Complaints.AU@acegroup.com

The members of Our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide Us with your claim or Policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of Our investigation. We will respond to your complaint in writing within 15 business days provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with you to agree reasonable alternative time frames.

We will also keep you informed about the progress of Our response at least every 10 business days, unless you agree otherwise. If We cannot agree, you may request Us to treat your complaint as a Stage 2 complaint and refer it to Our internal dispute resolution team.

Stage 2 - Dispute Resolution Procedure

If you advise Us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of Our internal dispute resolution team, as they are independent from Our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact Our internal dispute resolution team by phone, fax or post (as below), or email Us at:

Internal Dispute Resolution Service
ACE Insurance Limited
GPO Box 4065 Sydney NSW 2001
Tel: [+61 2 9335 3200](tel:+61293353200)
Fax: [+61 2 9335 3411](tel:+61293353411)
Email: DisputeResolution.AU@acegroup.com

Please provide Us with your claim or Policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of Our review of your dispute at least every 10 business days and will respond to your dispute with a written letter within 15 business days, provided We have all necessary information and have completed any investigation required. In cases where further information or investigation is required, We will work with you to agree reasonable alternative time frames. If We cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed below.

Stage 3 - External Dispute Resolution

If you are dissatisfied with Our internal dispute determination, or We are unable to resolve your complaint or dispute to your satisfaction within 45 days, you may refer your complaint or dispute to FOS.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia Limited

GPO Box 3 Melbourne VIC 3001

Tel: [1800 367 287](tel:1800367287)

Fax: +61 3 9613 6399

Email: info@fos.org.au

Web: www.fos.org.au

If you would like to refer your dispute to FOS you must do so within 2 years of the date of Our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

If FOS advises you that the FOS Terms of Reference do not extend to you or your dispute, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

12. 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:

- a. age, occupation and previous insurance history of persons to be covered; and
- b. 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.

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

Nonpayment 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.

13. Other Costs, Fees and Charges

Other costs, fees and charges which may be applicable to the purchase of your insurance Policy include:

Agency Fee

An agency fee of \$30 plus GST is charged by Accident and Health Protection for administration and compliance costs associated with Accident and Health Protection's role in the distribution of this product. This agency fee is in addition to the Premium and is separately noted on the Schedule. The agency fee is not refundable in the event of cancellation, unless the Policy is cancelled within the cooling off period or is a full term cancellation.

Commission

Accident and Health Protection may receive a commission payment from Us when your Policy is issued and renewed. If you cancel your Policy, this commission payment may be non-refundable. For details of the relevant commission paid, please refer to your Policy Schedule, FSG, SOA or contact Accident and Health Protection directly.

14. Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the *Insurance Act 1973* (Cth) (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:

- a. The protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy;
- b. 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 55 88 49; and
- c. We are exempted by the *Corporations Act 2001* (Cth) 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.

15. 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.

16. 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".

17. Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell Us anything that you know, or could reasonably be expected to know, may affect Our decision to insure you and on what terms.

You have this duty until We agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell Us anything that:

- + reduces the risk We insure you for; or
- + is common knowledge; or
- + We know or should know as an insurer; or
- + We waive your duty to tell Us about.

If you do not tell Us something

If you do not tell Us anything you are required to, We may cancel your contract or reduce the amount We will pay you if you make a claim, or both.

If your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the contract as if it never existed.

Individuals

If you are the Policyholder and a natural person, a different duty of disclosure to the one set out above applies to you. Please contact your intermediary so that you can be informed of the duty of disclosure that applies to you.

GENERAL DEFINITIONS APPLICABLE TO THE POLICY

For the purpose 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.

Benefit Period means the maximum period of time for which a benefit is payable under Events 20 & 21 as shown in Schedule.

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and whilst the person is a Covered Person. Bodily Injury includes illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury. It does not mean a sickness, illness or disease or any Pre-Existing Medical Condition.

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

Claimant means the Policyholder, a Covered Person or any other person entitled to claim under the Policy.

Close Relative means Parent, Spouse/Partner, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

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

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.

Dentist means a Covered Person's attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

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

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

- a. the Policyholder; or
- b. the Covered Person; or

- c. a Close Relative of the Covered Person, a member of the immediate family of the Covered Person; or
- d. 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.

Endorsement means a written alteration to the terms of the Policy.

Event(s) means the Event(s) described in the relevant Table of Events set out in this Policy.

Excess Period means the period of time following Events 20 and 21 giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

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

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

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.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Other Fracture means any fracture other than a Simple Fracture or Hairline Fracture.

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child.

Paraplegia means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part 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 from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement.

Permanent Total Disablement means where in the opinion of a Doctor:

- a. the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
- b. the disability has lasted twelve (12) consecutive months from the date of the Bodily Injury 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 SPDSs).

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

Pre-Existing Medical Condition means:

- a. any physical defect or condition for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the three (3) years immediately prior to becoming a Covered Person under the Policy; or
- b. a condition of which a reasonable person in the circumstances would be expected to be aware of three (3) months prior to becoming a Covered Person under the Policy.

Notwithstanding the above, any physical defect or condition will not be deemed to be a Pre-Existing Medical Condition where the Covered Person has been employed by the Policyholder and covered under a journey accident insurance policy underwritten by Us and held by the Policyholder for the period or periods of insurance immediately prior to the Period of Insurance. The Pre-Existing Medical Condition exclusion will apply under the Policy in respect of a Covered Person if that Covered Person has not had continuous cover under a journey accident insurance underwritten by Us and held by the Policyholder immediately prior to the Policy.

Premium means the premium as 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 a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

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

Renewal Period means the period of insurance applicable to the Renewal Policy.

Renewal Policy means the journey accident insurance policy underwritten by Us which takes effect immediately at the end of the Period of Insurance.

Salary means:

- a. in the case of a salaried Employee (not otherwise covered below under b. or c.), their weekly pre-tax and pre-personal deductions 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. Where commission, bonuses, overtime payments and any

allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or

- b. 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. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- c. 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 schedule listing the benefits and limits which is issued by Us to the Policyholder.

Seek Employment means the Covered Person being registered with the government agency or department which is responsible for providing unemployment services, (such as Centrelink in Australia) and/or a recruitment company and then providing Us with proof of a minimum of two (2) new job applications per week.

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.

Specialty Designated List means names of a person, entities, groups, or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European Union or United Kingdom.

Spouse/Partner means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of three (3) months or more at the time of loss.

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 resulting in their earnings post Bodily Injury of at least 25% less than their Salary. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary Partial Disablement means disablement which prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience which reduces their capacity to undertake an occupation by at least 25%. In both instances the Covered Person must be 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 any aspect of their usual occupation or any of their business duties. If the Covered Person ceases to be employed by the Policyholder after the Event(s) occurs, then Temporary Total Disablement means disablement which prevents the Covered Person from engaging in any occupation for which they may be suited by way of their education, training or experience. In both instances the Covered Person must be under the regular care of, and acting in accordance with the instructions or advice of a Doctor.

Tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

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 , AFS Licence No. 239687) who is the insurer/issuer of the Policy.

Other documents issued by Us that form the Policy may also contain general or specific definitions.

PERSONAL ACCIDENT

EXTENT OF COVER

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

BODILY INJURY

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers from a Bodily Injury which results directly in the occurrence of one or more of the Events listed in the Table of Events below under Parts A, B, and/or C, We will pay the corresponding benefit shown in the Table of Events, provided:

- a. the Event occurs within twelve (12) months of the date of the Bodily Injury; and
- b. the Bodily Injury and the Journey occur during the Period of Insurance; and
- c. with respect to Events 20 and/or 21, the Event occurs during the Period of Insurance or any Renewal Period; and
- d. an amount is shown in the Schedule referable to the percentage of the sum insured of the Event(s) in the Table of Events.

EXTENSIONS APPLICABLE TO PART A - LUMP SUM BENEFITS

1. Exposure

If during the Period of Insurance and whilst the person is a Covered Person and on 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 outlined in the Table of Events (1-19) 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.

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 in the Schedule against Part A - Lump Sum Benefits.

Events	Benefits
Note: the following Event(s) must occur at or within twelve (12) months from the date of the Bodily Injury.	The percentage of the amount shown in the Schedule against Part A - Lump Sum Benefits (per Covered 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 b. one (1) ear	100% 30%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Permanent Loss of the lens in: a. two (2) eyes b. one (1) eye	100% 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	50%
14. Permanent Loss of use of one (1) Thumb of either Hand: a. both joints b. one (1) joint	30% 15%

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 5cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three (3) Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two (2) will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three (3) opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.*

* Any amount payable under Event 2, 3 or 19 will be reduced by any benefit amounts payable under Events 20 or 21 for any period greater than fifty-two (52) weeks.

PART B: WEEKLY BENEFITS - BODILY INJURY

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

Events	Benefits
Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury and whilst the Policy or Renewal Policy is in force.	
20. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, subject to the Benefit Period, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary.
21. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, subject to the Benefit Period, We will, for the Benefit Period, pay up to the weekly benefit amount shown in the Schedule against Part B - Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. If the Covered Person is able to return to work in a reduced capacity (whether or not with the Policyholder), yet elects not to do so, then the benefit payable shall be 25% of the Covered Person's Salary.

EXTENSIONS UNDER PART B - WEEKLY BENEFITS - BODILY INJURY

1) Escalation of Claim Benefit

After payment of a benefit under Events 20 & 21 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. Note that any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

2) Guaranteed Payment

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury for which benefits are payable under Event 20, provided that medical evidence is presented from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, and We agree with this certification, We will pay at the time of first payment twelve (12) weeks benefits. Note that any guaranteed payment shall still not exceed the total maximum Benefit Period as shown in the Schedule.

PART C: FRACTURED BONES - LUMP SUM BENEFITS

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

Events	Benefits
Note: the following Event(s) 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 (Per Covered Person).
22. Neck, skull or spine (Complete Fracture)	100%
23. Hip	75%
24. Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
25. Cheekbone, shoulder or Hairline Fracture of skull or spine	30%
26. Arm, elbow, wrist or ribs (Other Fracture)	25%
27. Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
28. Nose or collarbone	20%
29. Arm, elbow, wrist or ribs (Simple Fracture)	10%
30. 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 in the Schedule against Part C - Fractured Bones - Lump Sum Benefits.

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 in the Schedule against Part C - Fractured Bones - Lump Sum Benefits.

ADDITIONAL COVER UNDER THE POLICY

1. Return to Work Assistance

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury which results in benefits being payable under Events 20 or 21, We at Our absolute discretion may elect to assist the Covered Person in arranging for professional assistance to improve their physical and/or emotional condition in order to return to their usual occupation. Assistance includes but is not limited to special equipment for and/or modifications to the Covered Person's usual workplace. The maximum benefit payable per Covered Person for any (1) Event is as per the amount shown in the Schedule against Return to Work Assistance.

2. Tuition or Advice Expenses

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 20 or 21, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice for a Covered Person by a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and that evidence is presented from a Doctor certifying the tuition or advice is medically necessary.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount per month and for a maximum number of months as shown in the Schedule against Tuition or Advice Expenses.

3. Replacement Staff/Recruitment Costs

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person or group of Covered Persons suffer a Bodily Injury, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Part A - Lump Sum Benefits for either:

- a. Event 1 - Accidental Death; or
- b. Event 2 - Permanent Total Disablement,

We will pay the reasonable costs incurred by the Policyholder for recruitment of replacement employees up to the maximum amount shown in the Schedule against Replacement Staff/Recruitment Costs. Costs must be incurred within forty-five (45) days of the Event and be necessary for the continuation of the Policyholder's business. This cover is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

4. Corporate Image Protection

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person or group of Covered Persons suffer a Bodily Injury or Bodily Injuries, as applicable, and in Our opinion this is likely to result in a valid claim under the Policy with respect to Part A - Lump Sum Benefits for either:

- a. Event 1 - Accidental Death; or
- b. Event 2 - Permanent Total Disablement,

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred within fifteen (15) days of, and directly in connection with such a Bodily Injury, to protect and/or positively promote the Policyholder's business and image and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Corporate Image Protection.

5. Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death We will reimburse the Policyholder or the estate of the Covered Person up to the amount shown in the Schedule against Funeral Expenses for:

- a. all reasonable funeral, burial or cremation and associated expenses; or
- b. all reasonable expenses incurred in transporting the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate.

6. Modification Expenses

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Policyholder or Covered Person up to the amount shown in the Schedule against Modification Expenses, for actual costs incurred to modify the Covered Person's home and/or vehicle, or costs associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary.

7. Chauffeur Services

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey the Covered Person sustains a Bodily Injury for which benefits are payable under Events 20 or 21, We will pay the Policyholder or Covered Person up to the amount shown in the Schedule against Chauffeur Services for a chauffeur or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but is certified by a Doctor as being unable to drive a vehicle or travel on public transport.

GENERAL CONDITIONS APPLICABLE TO THE POLICY

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9(a), 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 19 in respect of the same Bodily Injury.
3. Benefits shall not be payable:
 - a. for Events 20 & 21 in excess of the Benefit Period as shown against Part B - Weekly Benefits - Bodily Injury in the Schedule in respect of any one (1) Bodily Injury;
 - b. for Events 20 and 21 during the Excess Period;
 - c. for Events 20 and 21 after the Excess Period, in an amount which exceeds the applicable percentage as shown in the Schedule against Part B - Weekly Benefits - Bodily Injury, or the lesser of:
 - i. the maximum Salary shown in the Schedule against Part B - Weekly Benefits - Bodily Injury, or
 - ii. the Covered Person's Salary.

For example, if:

- i. the applicable percentage is 75%; and
- ii. the maximum Salary shown in the Schedule is \$2,000 for a maximum Benefit Period of one hundred and fifty-six (156) weeks Benefit Period against Part B - Weekly Benefits - Bodily Injury; and
- iii. a Covered Person's Salary is \$1,500

then that Covered Person's maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500

- d. 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 treatment and advice from a Doctor or Dentist. Failure to follow proper medical treatment or advice may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure;
 - e. Where a Covered Person is unemployed and certified by a Doctor as being able to undertake light or partial duties the Covered Person must actively Seek Employment consistent with the opinion of their Doctor, should a Covered Person not actively Seek Employment, benefits shall be reduced to 25%;
 - f. for more than one (1) of Events 20 and/or 21 that occur for the same period of time.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
 - a. periodic compensation benefits payable under any workers' compensation or accident compensation scheme. Where We are making payments for a top-up amount above the workers compensation weekly amount up to the Policy benefit amount stated in the Policy Schedule, the Policyholder must provide copies of all documentation in respect of the related workers compensation claim; and
 - b. common law entitlement or other income protection insurance; and
 - c. sick pay received, or at the discretion of the Policyholder sick leave entitlement, monies paid or payable for the notice period in the event of a redundancy, or any disability entitlement;

so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the lesser of:

- i. the maximum Salary shown in the Schedule against Part B - Weekly Benefits - Bodily Injury; or
- ii. the Covered Person's Salary.

For example, if:

- i. the applicable percentage is 75%; and
- ii. the maximum Salary shown in the Schedule is \$2,000 for a maximum Benefit Period of one hundred and fifty-six (156) weeks Benefit Period against Part B - Weekly Benefits - Bodily Injury; and
- iii. a Covered Person's Salary is \$1,500; and
- iv. the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above,

then that Covered Person's maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 156 weeks).

5. Where, in relation to benefits payable for Events 2, 20 and/or 21, 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 of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain an independent Doctor's opinion which will be the opinion used for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of a Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy or Renewal 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 then, for the purpose of applying the Excess Period only, 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 will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period 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.

Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the Schedule.

7. Subject to the Guaranteed Payments referred to in Conditions under Part B - Weekly Benefits - Bodily Injury, point 2, We will pay weekly benefits for Events 20 and 21 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of one-seventh (1/7th) of the weekly benefit for each day during which disability continues.
8. All benefits paid under this 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.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 20 and/or 21 and subsequently becomes entitled to a benefit under Events 2, 3 or 19, all benefits payable under Events 20 and 21 shall cease from the date of such entitlement. In addition, any weekly benefit amounts paid under Events 20 or 21 for any period greater than fifty-two (52) weeks shall be offset against the benefit amount payable under Events 2, 3 or 19.

For example if:

- a. the sum insured for Events 2 & 3 is \$100,000; and
- b. the sum insured for Event 19 is \$75,000; and
- c. the sum insured for Events 20 & 21 is up to \$1,500 per week, for a maximum Benefit Period of one hundred and fifty-six (156) weeks; and
- d. the Covered Person has been receiving the maximum benefit for sixty (60) weeks under Event 20 when it is determined that they are now entitled to benefit under Event 2; the benefit payable for Event 2 is then calculated as follows:
 - i. total benefit paid for Event 20: $(52 \text{ weeks} \times \$1,500 = \$78,000) + (8 \text{ weeks} \times \$1,575 = \$12,600) = \$90,600$
 - ii. amount to be deducted from Event 2 benefit = \$12,600
 - iii. amount payable for Event 2 = \$87,400
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 limited to fifty percent (50%) of the Lump Sum Benefit shown in the Schedule against their respective category of Covered Person to a maximum of \$250,000.
11. Should a benefit be payable under this Section of the Policy that is also payable under any other insurance Policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

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

1. results from a Covered Person:
 - a. flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
 - b. training for and/or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide, reckless misconduct or any illegal or criminal act committed by the Policyholder or a Covered Person;
3. results from War or Civil War;
4. 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;
5. are covered by:
 - a. Medicare;
 - b. any workers compensation legislation;
 - c. any transport accident legislation;
 - d. any common law entitlement;
 - e. any government sponsored fund, plan or medical benefit scheme; or
 - f. any other insurance policy required to be effected by or under law;
6. results from a Pre-Existing Medical Condition (except illness or disease resulting directly from medical or surgical treatment rendered necessary by any Bodily Injury);
7. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), *Private Health Insurance (Health Insurance Business) Rules 2010* or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts;
8. occurs when the Covered Person is eighty-five (85) years of age or over. All cover with respect to a Covered Person shall cease upon their attaining eighty-five (85) years of age. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty-five (85) years. Further limitation to cover with respect to the age of the Covered Person applies as per the Age Limitations under General Provisions Applicable to the Policy section.

GENERAL PROVISIONS APPLICABLE TO THE POLICY

These general provisions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

Age Limitations

1. In respect to each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss:
 - a. cover under Part A, Events 1 -19 is limited to a maximum of \$50,000 or as otherwise shown in the Schedule, whichever is the lesser; and
 - b. no benefit is payable under Part B, Events 20 or 21 (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy- five (75) years.

2. In respect to each Covered Person aged eighty (80) years or over and under eighty-five (85) years at the time of loss:
 - a. cover under Part A, Events 1 -19 is limited to a maximum of \$25,000 or as otherwise shown in the Schedule, whichever is the lesser; and
 - b. no benefit is payable under Part B, Events 20 or 21 (Weekly Benefits - Bodily Injury).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years.

Aggregate Limit of Liability

1. 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).
2. Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
3. 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.

Assistance and Co-operation

The Policyholder and 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 because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder and Covered Persons (where relevant) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons shall not, except at the Policyholder's 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.

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.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the Policy was effected) on the day We receive the Policyholder's written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984* (Cth) by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984* (Cth).

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less any statutory charges, broker or agency fees and commissions and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under 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 this 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.

Currency

All amounts shown on the Policy are in the currency stated in the Schedule. If expenses are incurred in a currency different to the currency shown in the Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

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.

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.

Notice of Claim

The 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. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. 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.

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.

Proper Law

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory 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.

Sanctions Clause

This insurance does not cover or pay claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any loss or expenses with respect to a specially designated person, entity, group or company on the Specially Designated List or to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged.

Singular/Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

Subrogation

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

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that the Claimant may prejudice the Claimant's rights with regard to a claim if the Claimant makes or has made any agreement with a third party that will prevent Us from recovering the loss from that party or another party.



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