

INDIVIDUAL PERSONAL ACCIDENT AND SICKNESS

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 Individual Personal Accident & Sickness 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 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.

Cover

We will 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 or Sickness. A number of additional benefits will also be paid 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 events 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;
- + We will only cover Events which occur within twelve (12) months of the Bodily Injury or date of the first manifestation of the Sickness;
- + We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness 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
- + 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.

5. 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 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 as their right is only provided by reason of the above section of the *Insurance Contracts Act 1984* (Cth).

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.

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 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. 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 19 Cancellation Clause).

8. 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.

9. 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 or email CustomerService.AUNZ@acegroup.com or in the case of Accident and Health Protection on +61 2 9551 1018 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 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

10. 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.

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
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.

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.

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 or renew an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984* (Cth).

If We ask you questions that are relevant to Our decision to insure you and on what terms, you must tell Us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

We may give you a copy of anything you have previously told Us and ask you to tell Us if it has changed. If We do this, you must tell Us about any change or tell Us that there is no change.

If you do not tell Us about a change to something you have previously told Us, you will be taken to have told Us that there is no change.

You have this duty until We agree to insure you or renew the contract.

If you do not tell Us something

If you do not tell Us anything you are required to tell Us, 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.

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:

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

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

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.

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.

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 for which they are reasonably qualified by reason of education, training or experience; and
- b. the above disability is Permanent.

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 or person listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

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 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:

- a. 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
- 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; 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 relevant Schedule issued by Us to the Policyholder.

Sickness means any illness or disease of the Covered Person occurring during the Period of Insurance and whilst the person is a Covered Person, first manifesting itself not less than thirty (30) days after they become a Covered Person.

Temporary Partial Disablement means where in the opinion of a Doctor, the Covered Person is temporarily unable of to engage in a substantial part of their usual occupation or business duties, and 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, and 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, 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 AND SICKNESS

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, D or E of the following Table of Events that:

- a. is as result of a Bodily Injury; and
- b. occurs within twelve (12) months 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, D or E.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Bodily Injury occurs during the Period of Insurance and whilst the person is a Covered Person.

Sickness

Where a Covered Person suffers from an Event described in Part C of the following Table of Events that:

- a. is as a result of a Sickness; and
- b. occurs within twelve (12) months of the date of the first manifestation of the Sickness,

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

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Sickness occurs 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 applies only if an amount for that Event is shown on the Schedule against Part A - Lump Sum Benefits.

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	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. 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% 20%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	75%
11. Permanent Loss of the lens of one (1) eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent Loss of use of four (4) Fingers of either Hand	40%

14. Permanent Loss of use of one (1) Thumb of either Hand: a. both joints b. one (1) joint	30% 15%
15. Permanent Loss of use of Fingers of either Hand: a. three (3) joints b. two (2) joints c. one (1) joint	15% 10% 5%
16. Permanent Loss of use of Toes of either Foot: a. all - one (1) Foot b. great - both joints c. great - one (1) joint d. other than great - each Toe	15% 5% 3% 1%
17. Fractured leg or patella with established non - union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 5 to 18 inclusive.	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 5 to 18 inclusive. Event 19 is limited to a maximum of 75% of the amount shown in the Schedule against Part A - Lump Sum Benefits.

PART B: BODILY INJURY BENEFITS

Part B - Bodily Injury Resulting in Surgery - Benefits

Cover for an Event under this Part applies only if:

- an amount is shown on the Schedule against Part B - Bodily Injury Resulting in Surgery; and
- the surgery is undertaken outside of Australia.

Events	Benefits
Note: The following surgical procedure(s) must be carried out 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 B - Bodily Injury Resulting in Surgery - Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	50%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

Part B - Weekly Benefits - Bodily Injury

Cover for an Event under this Part applies only if an amount is shown on 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.	
25. 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.
26. 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, provided the combined amount does not exceed the Salary of the Covered Person. Should the Covered Person be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 25.

PART C: SICKNESS BENEFITS

Part C - Weekly Benefits - Sickness

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

Events	Benefits
Note: The following Event(s) must occur within twelve (12) months of the date of the first manifestation of the Sickness.	
27. 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 C - Weekly Benefits - Sickness, but not exceeding the Salary of the Covered Person.
28. 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 C - Weekly Benefits - Sickness less any amount of current earnings as a result of working in a reduced capacity, provided the combined amount does not exceed the Salary of the Covered Person. Should the Covered Person be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the amount payable for Event 27.

Part C - Sickness Resulting in Surgery - Benefits

Cover for an Event under this Part applies only if:

- an amount is shown on the Schedule against Part C - Sickness Resulting in Surgery - Benefits; and
- the surgery is undertaken outside of Australia.

Events	Benefits
Note: The following surgical procedure(s) must occur within twelve (12) months of the date of first manifestation of the Sickness.	The benefits shown below are a percentage of the amount shown on the Schedule against Part C - Sickness Resulting in Surgery - Benefits.
29. Open heart surgical procedure	100%
30. Brain surgery	50%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

PART D: FRACTURED BONES - LUMP SUM BENEFITS

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

Events	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 D - Fractured Bones - Lump Sum Benefits or a percentage of \$1,000 whichever is the greater.
33. Neck, skull or spine (complete fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (other fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (simple fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Part F - 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 D - 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.

PART E: LOSS OF TEETH OR DENTAL PROCEDURES - LUMP SUM BENEFITS

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

Events	Benefits
Note: The following loss or procedure(s) (as the case may be) 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 E - Loss of Teeth or Dental Procedures - Lump Sum Benefits or a percentage of \$1,000 whichever is the greater, subject always to a limit of \$250 per tooth.
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown on the Schedule against Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits or \$1,000, whichever is the greater, limited to \$250 per tooth.

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

ADDITIONAL COVER UNDER THE POLICY

1. Exposure

If during the Period of Insurance and whilst a person is a Covered Person, 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. Disappearance

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

3. Rehabilitation Expenses

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

4. Chauffeur Services

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25, 26, 27 or 28, We agree to pay up to a maximum of \$1,500 for a chauffeur or taxi service to and from a Covered Person's usual place of work and their usual place of residence if a 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.

5. Funeral Expenses

If during the Period of Insurance and whilst the person is a Covered Person, the Covered Person suffers an Accidental Death the Policy extends to cover the expenses of burial or cremation OR the cost of returning the Covered Person's body or ashes to a place nominated by the legal representative of the Covered Person's estate, up to a maximum of \$5,000.

6. Guaranteed Payment

If a Covered Person sustains a Bodily Injury or suffers a Sickness for which benefits are payable under Events 25 or 27, We will immediately pay twelve (12) weeks benefits provided that proper medical evidence is provided by a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

7. Escalation of Claim Benefit

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

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 25 and 26 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Bodily Injury, unless otherwise stated on the Schedule;
 - b. for Events 27 and 28 in excess of a total aggregate period of one hundred and fifty-six (156) weeks in respect of any one (1) Sickness, unless otherwise stated in the Schedule;
 - c. for Events 25, 26, 27 and 28 during the Excess Period stated in the Schedule, calculated from the commencement of the Bodily Injury or Sickness and in an amount which exceeds the percentage of Salary stated in the Schedule against Part B - Weekly Benefits - Bodily Injury or Part C - Weekly Benefits - Sickness, as applicable and/or the Salary of the Covered Person;
 - d. unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the manifestation of any Sickness giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor;
 - e. for more than one (1) of Events 25 and/or 26 or Events 27 and/or 28 that occur for the same period of time; and
 - f. for more than one (1) of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Bodily Injury or Sickness.
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 workers' compensation or accident compensation scheme and the amount of any sick pay received or 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 or Part C - Weekly Benefits - Sickness, as applicable and/or the Salary of the Covered Person.
5. Where, in relation to benefits payable for Events 2, 25, 26, 27, 28 and/or 44, 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 the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury or Sickness, benefits become payable under Parts B or C 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 or Sickness and a new Excess Period shall apply. Where 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 6 under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one (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.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.

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 shall not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness 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. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
5. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
6. results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom;
7. results from any pre-existing medical condition;
8. 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);
9. 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 that 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

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.

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 Person(s) 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 Claimant's rights and to recovery against any person or entity other than another Policyholder or Covered Person or other persons protected 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 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 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 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, Bodily Injury or Sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible under 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 or provisions 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 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 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, exclusions and provisions of the Policy are not to be construed or interpreted by reference to such headings.

Assistance and Co-operation

The Policyholder and a Covered Person 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 a Covered Person (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 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.



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