



ace insurance limited



AON FACILITY VOLUNTARY WORKERS PERSONAL ACCIDENT INSURANCE POLICY

Product Disclosure Statement (PDS) and Policy Wording

Underwritten by:

**ACE Insurance Limited
ABN 23 001 642 020
AFSL 239687
28-34 O'Connell Street
Sydney NSW 2000**

and

**American Home Assurance Company
ABN 67 007 483 267
AFSL 230903
549 St. Kilda Road
Melbourne VIC 3004**



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How is this insurance arranged?

This product is jointly issued by:

ACE Insurance Limited ('ACE')
ABN 23 001 642 020
AFSL 239687
28-34 O'Connell Street
Sydney NSW 2000

and

American Home Assurance Company ('AHAC')
ABN 67 007 483 267
AFSL 230903
549 St. Kilda Road
Melbourne VIC 3004

ACE and AHAC jointly prepare and each takes full responsibility for the Product Disclosure Statement.

ACE is responsible for the administration, including underwriting assessment and handling of insurance claims, for this product.

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. ACE provides cover for 65% of the liability under the product, AHAC the remaining 35% share of liability. Collectively these covers form the one product.

Cover is arranged and distributed by:

Aon Risk Services Australia Ltd ("Aon")
ABN 17 000 434 720
AFSL 241141
33/201 Kent St
Sydney NSW 2001
(02) 9253 7000

Aon is appointed for this purpose as a binder operator of both ACE and AHAC and permitted to arrange cover for this product.

If required, Aon will provide You with a Financial Services Guide ('FSG') to help You decide whether You wish to use the services they offer.

This PDS was prepared on 4 January 2005.

Retail Clients

Retail Clients are required to be provided with a Product Disclosure Statement prepared by the product issuer/ insurer.

Retail Client means an individual or Small Business.

Small Business means:

- a manufacturing entity with one hundred (100) employees or fewer, or
- non manufacturing entity employing twenty (20) individuals or less.

Code of Practice, Dispute Resolution and Cooling Off provisions under this insurance will generally apply only to Retail Clients.



Product Disclosure Statement ('PDS')

This **PDS** contains information about key benefits and significant features of this Voluntary Workers Personal Accident Insurance Policy. Its purpose is to assist in the decision to purchase insurance and ability to compare products. You should read the PDS before deciding whether to acquire this product.

This document also contains important information about Your rights and obligations including the Duty of Disclosure and Cooling Off for Retail Clients.

Details about the product issuer and relationship with Aon can be found under 'How is this insurance arranged?' on page 3.

The terms and conditions of Your insurance are contained in the **Policy Wording** which commences on **page 8** of this document.

1.1 Key benefits of the Policy

You can select cover against a range of Events as outlined in the table below.

Full details of the key benefits for all sections of cover are contained in the **Policy Wording** under the relevant **Table of Events**.

SECTION	SECTION TITLE	SELECTION
Part A	Lump Sum Benefits	Injury (as defined) resulting in Accidental Death, Permanent Total Disablement and specified Loss or use of senses or body parts.
Part A	Injury Resulting In Surgery - Benefits	Benefits payable in the event of a particular surgical procedure being undertaken outside of Australia as a result of an Injury.
Part B	Weekly Benefits - Injury	Weekly benefits for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement.
Part D	Injury Resulting In Fractured Bones – Lump Sum Benefit	Benefits payable in the event of Injury resulting in the fracture of particular bones.
Part E	Injury Resulting In Loss Of Teeth Or Dental Procedures - Benefit	Benefits payable in the event of an Injury resulting directly in the loss of teeth or dental procedures.
Additional Cover	Additional cover options are also available by way of endorsement.	Options available include: <ul style="list-style-type: none"> • Emergency Home Help • Non-Medicare Medical Expenses • Student Tutorial Costs

Cover under **Events 25 and 26 of Part B** shall not be payable in excess of a total period of one hundred and fifty-six (156) weeks in respect of any one Injury (unless otherwise stated in the **Policy Schedule**).

Benefits may also be reduced by the amount of any other benefits which are covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source

Cover is limited to the benefits and lump sums insured listed in the **Policy Schedule**, and is subject to the terms, conditions and exclusions in the **Policy Wording**.

Further information about benefits available under this insurance can be found in the Policy Wording. Please read the Policy Wording commencing on page 8 and the 'Important Information' section below in the PDS for further information about the benefits, terms and conditions that apply to this insurance. Your Policy Schedule sets out the details of Your cover.



1.2 Important Information

A range of benefits are available under this Policy. Please note the following:

1. The **Policy Wording** contains a '**General Definitions**' section on page 9 that apply to all sections of the Policy. Specific '**Definitions**' may also apply and are contained in the relevant sections of the **Policy Wording**.
2. There are '**General Exclusions**', '**General Conditions**' and '**General Provisions**' that apply to all sections of the Policy contained within the **Policy Wording**.
3. **Limits and sub-limits and aggregate limits** of liability apply to certain benefits under the Policy. These limits will be shown in Your Policy Schedule.
4. This PDS also contains important information about the rights and obligations of Insured Persons including:
Code of Practice – refer page 6
Privacy – refer page 7
5. **Duty of Disclosure** - refer page 8
6. This Policy **does not provide cover** for Injury that results from pregnancy or childbirth, except for unexpected medical complications or emergencies arising therefrom.

1.3 Age limits

This Policy does not cover an Insured Person who is over seventy-five (75) years of age and all cover will cease with respect to an Insured Person upon them attaining that age.

1.4 Costs and taxation information

Premiums are calculated on an individual application basis. Some factors that We take into consideration when calculating Your premium include:

- the type of voluntary activity;
- the range of cover options that You have selected;
- the capital sum insured;
- number of volunteers insured;
- age of volunteers insured;
- the number of days that voluntary activity is undertaken during the Period of Insurance;
- Your prior claims experience.

The premium will be detailed on Your **Policy Schedule**. Premiums include applicable Commonwealth and State taxes and/or charges including the Goods and Services Tax and Stamp Duty.

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes. This tax information is a general statement only. Please see Your tax adviser for information about Your personal circumstances.

Excess Period

An Excess Period is a period of time under the Policy for which no compensation is payable. Different Excess Periods may apply to particular Events covered under this Policy. Details will be shown in the **Policy Schedule**.

1.5 Cooling Off Period

If this product is purchased by a Retail Client a cooling off period applies.

This means it may be returned to Aon or one of their authorised representatives within fourteen (14) days of the date of You entering Your Policy (including renewals) provided that no claim has arisen within this period. In these circumstances the Policy will be cancelled and You will be provided with a full refund of premiums collected.



1.6 Code of Practice

ACE and AHAC are signatories to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, and it includes the following:

- When You lodge a claim We will tell You in plain language what information We need and how You should go about making Your claim.
- We will respond promptly to any requests You make for assistance with Your claim and it will be considered and assessed promptly.

1.7 Dispute Resolution

ACE is responsible, on behalf of both insurers, for the administration of any complaints that You may have in relation to this product.

We are committed to handling any complaints about Our products or services efficiently and fairly.

If You have a complaint:

1. Contact Aon and they may raise it with Us.
2. If Your complaint is not satisfactorily resolved You may request that Your matter be reviewed by contacting:

ACE Insurance Limited
28 – 34 O'Connell Street,
SYDNEY, NSW, 2000
Telephone: 1800 815 675
3. If You are still unhappy, You may request that the matter be reviewed by the Internal Dispute Resolution Committee ("Committee"). ACE will respond to You with the Committee's findings within fifteen (15) working days.
4. If You are not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which ACE and AHAC are obliged to comply.

Contact details are:

Insurance Ombudsman Services Limited
Phone: 1300 780 808 (local call fee applies)
Email: ios@insuranceombudsman.com.au
Internet: <http://www.insuranceombudsman.com.au>

PO Box 561, Collins St West Post Office,
Melbourne, VIC 8007

1.8 How to Make a Claim

Details of conditions to be followed should a claimable Event occur are contained in the General Provisions on page 16 of the Policy Wording. Claim forms can be obtained by contacting Aon on the number provided on page 3 of this document.

Claims need to be supported by original supporting reports and documentation such as doctor's reports. Before submitting Your claim You should obtain any refunds available from Your private health fund or any other source. In the event of a claim You must advise Us as to any other insurance You may have covering the same risk.



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1.9 Privacy Consent and Disclosure

Aon has been appointed as a binder operator of ACE and AHAC for the purposes of administering selected insurance policies. ACE and AHAC have adopted the General Insurance Information Privacy Code ("the Code"). The Code applies to any personal information collected by ACE or AHAC. Aon is also contractually bound to comply with the Code.

Privacy Commitment

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

Collection of Your personal information

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

How We use Your personal information

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

Disclosure of Your information

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

Your medical information is confidential

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

We require strict privacy protection in Our business relationships

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

How to make a privacy complaint

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

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

HOW TO ACCESS, CORRECT OR UPDATE YOUR INFORMATION

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

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



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VOLUNTARY WORKERS PERSONAL ACCIDENT POLICY WORDING

Underwritten by

ACE Insurance Limited
ABN 23 001 642 020
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Sydney NSW 2000

and

American Home Assurance Company
ABN 67 007 483 267
AFSL 230903
549 St. Kilda Road
Melbourne VIC 3004

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. ACE provides cover for 65% of the liability under the product, AHAC the remaining 35% share of liability. Collectively these covers form the one product.

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

YOUR DUTY OF DISCLOSURE

New Customers

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

What You must tell Us

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

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

You are not required to tell Us about a matter:

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

Who needs to tell Us

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

If You do not tell Us

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

Existing Customers

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

What You must tell Us

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

You are not required to tell Us about a matter:

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

Who needs to tell Us

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



If You do not tell Us

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

GENERAL DEFINITIONS APPLICABLE TO THE POLICY

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

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

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

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

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

Excess means the first amount of each and every claim payable by You or the Insured Person as stated in the Schedule.

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

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

Foot means the entire Foot below the ankle.

Hand means the entire Hand below the wrist.

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

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

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

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

Loss means in connection with:

- (a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- (b) an eye, total and Permanent loss of all sight in the eye;
- (c) hearing, total and Permanent loss of hearing;
- (d) speech, total and Permanent loss of the ability to speak; and
- (e) which in each case is caused by Injury.

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

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

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

Policy means the Policy Wording and the Schedule.

Policy Wording means this document.

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

Salary means:

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



2. 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 commencement of the disability or over such shorter period as they have been self-employed.

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

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

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

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

We/Our/Us means ACE Insurance Limited (ABN 23 001 642 020) and American Home Assurance Company (ABN 67 007 483 267).

You/Your means the Insured named in the Schedule.

PERSONAL ACCIDENT COVER

EXTENT OF COVER

PERSONAL ACCIDENT

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

TABLE OF EVENTS

PART A - LUMP SUM BENEFITS

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

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



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

PART A - INJURY RESULTING IN SURGERY - BENEFITS

Cover for an Event under this Part applies only if:

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

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

PART B - WEEKLY BENEFITS - INJURY

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

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



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

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

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

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

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

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

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

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

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

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

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

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

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



ADDITIONAL COVER UNDER THE POLICY

Exposure

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

Disappearance

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

Escalation of Claim Benefit

After payment of a benefit under Events 25 and/or 26 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.

Rehabilitation Expenses

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

Guaranteed Payment

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

GENERAL CONDITIONS APPLYING TO THE POLICY

1. If an Insured Person suffers an Injury resulting in any one of Events 2-8, We will not be liable under this Policy for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury.
3. Benefits shall not be payable:-
 - a) for Events 25 and 26 in excess of a total period of one hundred and fifty six (156) weeks in respect of any one Injury, unless otherwise stated on the Schedule;
 - b) for Events 25 and 26 during the Excess Period stated in the Schedule, calculated from the commencement of the Injury and in an amount which exceeds the percentage of Salary stated in the Schedule;
 - c) unless the Insured Person, as soon as possible after the happening of any Injury giving rise to a claim under this Policy, procures and follows proper medical advice from a Doctor;
 - d) for more than one of Events 25 and/or 26 that occur for the same period of time; and
 - e) for more than one of the surgical benefits described in Events 20 to 24, in respect of any one Injury.
4. The amount of any benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay entitlement or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Salary of the Insured Person stated in the Schedule.
5. If as a result of Injury, benefits become payable under Events 25 and/or 26 in Part B of the Table of Events and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury and a new Excess Period shall apply.
6. Subject to the Guaranteed Payments referred to in paragraph 5 under Additional Cover, weekly benefits for Events 25 and 26 shall be payable monthly in arrears. Disability for a period of less than one week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
7. All benefits shall be payable to You or such person or persons and in such proportions as You shall nominate.
8. If as a result of Injury, the Insured Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
9. There is no cover under this Policy with respect to any Insured Person who is aged seventy-five (75) years or more and all cover with respect to an Insured Person shall cease upon their attaining that age. This will not



prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of seventy-five (75) years.

ENDORSEMENTS ATTACHING TO VOLUNTARY WORKERS PERSONAL ACCIDENT INSURANCE POLICY

The following covers only apply if they are noted under Endorsements on the Schedule. If they are not on the Schedule no cover applies.

EMERGENCY HOME HELP

EXTENT OF COVER

If during the Period of Insurance and whilst on the voluntary work of the Insured, an Insured Person who is retired, unemployed or not in receipt of a Salary suffers from Event 25 and/or 26 described in Part B of the Table of Events and is unable to carry out Domestic Duties, We will pay for the cost of reasonably and necessarily incurred Domestic Duties expenses as a result of that Injury up to the amount shown on the Schedule against Endorsements - Emergency Home Help.

DEFINITIONS UNDER EMERGENCY HOME HELP

DOMESTIC DUTIES means the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services.

CONDITIONS APPLYING TO EMERGENCY HOME HELP

1. Childminding services and domestic help must be carried out by persons other than members of the Insured Person's family or other relatives or persons permanently living with the Insured Person.
2. Childminding services and domestic help must be certified by a Doctor as being necessary for the recovery of the Insured Person.

NON-MEDICARE MEDICAL EXPENSES

If during the Period of Insurance and whilst on the voluntary work of the Insured, an Insured Person suffers from an Injury, We will pay the Non-Medicare Medical Expenses incurred up to the amount shown on the Schedule against Endorsements - Non-Medicare Medical Expenses.

DEFINITIONS UNDER NON-MEDICARE MEDICAL EXPENSES

NON-MEDICARE MEDICAL EXPENSES means:

- (a) expenses incurred within twelve (12) months of sustaining an Injury: and
- (b) expenses paid by an Insured Person or by the Insured for Doctor, physician, surgeon, nurse, physiotherapist, chiropractor, osteopath, hospital and/or ambulance services for the following treatments:

- Medical
- Surgical
- X-ray
- Chiropractor
- Osteopathic
- Physiotherapy
- Hospital
- Nursing Treatment

But excludes:

- dental treatment, unless such treatment is necessarily required, to teeth other than dentures and is caused by the Injury referred to in (a) above, and
- services for which the Insured Person is eligible to receive Medicare benefits.

CONDITIONS APPLYING TO NON-MEDICARE MEDICAL EXPENSES

1. Any benefit payable is less recovery made from any private health insurance fund.
2. No benefit is payable in respect of the Medicare gap between payment made by Medicare and charges incurred.



STUDENT TUTORIAL COSTS

If during the Period of Insurance and whilst on the voluntary work of the Insured, an Insured Person who is a student, suffers from Event 25 and/or 26 described in Part B of the Table of Events and is unable to attend registered classes, We will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that Injury up to the amount shown on the Schedule against Endorsements - Student Tutorial Costs.

CONDITIONS APPLYING TO STUDENT TUTORIAL COSTS

1. The Insured Person must be registered as a full time student.
2. Home tutorial services must be carried out by persons other than members of the Insured Person's family or other relatives.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

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

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

GENERAL PROVISIONS APPLICABLE TO THE POLICY

Change of Business Activities

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

Notice of Claim

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

Subrogation

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

Cancellation

This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a pro-rata proportion of the premium for the time the Policy has been in force.

We may cancel this Policy, or any Section thereof, for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of that Act. We shall retain a pro-rata proportion of the premium for the time the Policy has been in force.

Claim Offset

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



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Other Insurance

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

Breach of Provisions

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

Aggregate Limit of Liability

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

Proper Law

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

Headings

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

Assistance and Co-operation

You shall 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 You because of Injury or damage with respect to which insurance is afforded under this Policy. In that regard, You shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at Your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

Suits Against Us

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

Due Diligence

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