



Journey Accident Insurance

Product Disclosure Statement & Policy Wording

Aon Risk Services Australia Limited
ABN 17 000 434 720 | AFSL No. 241141



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Product Disclosure Statement

Important Information

About this Journey Accident Insurance Product Disclosure Statement (PDS)

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

General Advice

Any general advice contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. The Policyholder also needs to consider whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on 15 February 2013. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

How this Insurance is arranged

This product is jointly issued by:

ACE Insurance Limited (ACE)

ABN 23 001 642 020 | AFSL No. 239687
28 O'Connell Street
Sydney NSW 2000

And

AIG Australia Limited (AIG)

ABN 93 004 727 753 | AFSL No. 381686
Level 12, 717 Bourke Street
Docklands VIC 3008

And

Zurich Australian Insurance Limited (Zurich)

ABN 13 000 296 640 | AFSL No. 232507
5 Blue Street
North Sydney NSW 2060

ACE, AIG and Zurich jointly prepare and each takes full responsibility for the Policy Wording and PDS.

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 55% of the liability under the product, AIG provides cover for 30% share of liability and Zurich provides cover for the remaining 15% 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 No. 241141
Level 33, 201 Kent St Sydney
Sydney NSW 2001
Telephone: (02) 9253 7000

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

General Insurance Code of Practice

We have signed the General Insurance Code of Practice (the Code). We will uphold the minimum standards set out in the Code in respect of the products and services that We provide. For further information about the Code, please go to www.codeofpractice.com.au or please ask Us for a copy.

Summary of Insurance

The Policy provides only those covers specified as applicable in the Schedule and are subject to the terms, limitations, conditions and exclusions of the Policy.

The Policy provides the covers summarised below. It also defines certain terms used in this summary, either under general definitions or as definitions specific to certain Sections and/or Parts. Please refer to the general definitions as well as the relevant Sections and/or Parts for these definitions.

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. A number of further benefits may be payable in respect of the Event under the Additional Covers.

The cover provided under the Policy is subject to the Policy's terms, conditions and exclusions (including limits and excesses).

For example:

- Covered Persons are not covered in relation to events that occur before they become a Covered Person or after they cease to be a Covered Person and the covered events must occur during a covered Journey;
- We only pay up to the agreed limits specified in the Policy;
- We will only cover Events which occur within 12 months of the Bodily Injury;
- We will not pay any benefits with respect to any loss, damage, liability, Event or Bodily Injury which would result in Us contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts; and
- unless otherwise agreed with Us, there is no cover under Part B – Weekly – Benefits Bodily Injury with respect to any Covered Person who is over 75 years of age and all cover with respect to a Covered Person shall cease upon their exceeding that age. This will not prejudice any entitlement to claim benefits which has arisen on or before a Covered Person attained the age of 75 years. For all other benefits there is no cover under the Policy with respect to any Covered Person who is aged 85 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 85 years.

The above general summary of the covers does not form part of the Policy. The Policyholder and any Covered Person must not rely upon it as a full description of the cover provided. Please refer to the Policy for its full terms, conditions and exclusions.

The nature of a Covered Person's right to access cover under the Policy

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the Policyholder can do this) and do not enter into any agreement with Us.

When the Policy starts and ends

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).

Please refer to the Definitions section for the definition of 'Period of Insurance'.

Our agreement with the Policyholder ('the Policy')

Where We 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;
- the Covered Persons who are entitled to access cover;
- the Premium payable by the Policyholder (see page 9 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 that the Policyholder has with Us. They are all important documents; please read them together carefully and be kept in a safe place for future reference.

Cooling Off and Cancellation Rights

The Policyholder has 14 days after entering into the Policy (including renewals) to decide whether or not to return it. If the Policyholder asks Us in writing within those 14 days to cancel the Policy, We will do so, 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 refund the full 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).

Renewal procedure

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

Privacy Statement

We are committed to protecting the privacy of persons covered under the Policy. We collect, use and retain any personal information in accordance with the *National Privacy Principles Privacy Act 1988 (Cth)*. Our detailed privacy policy is available on Our website at www.aceinsurance.com.au or www.aig.com.au or www.zurich.com.au

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

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

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

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

If a person covered under the Policy wishes to access a copy of personal information pertaining to them, or to correct or update such personal information, or has a complaint or wants more information about how We manage a person's personal information, that person should contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001 | Telephone: +61 2 9335 3200 or email Privacy.AU@acegroup.com or for matters relating to AIG contact the Privacy Manager, AIG, Level 12, 717 Bourke Street Docklands, VIC 3008 or email australia.privacy.manager@aig.com or for matters relating to Zurich contact The Privacy Officer, Zurich Australian Insurance Limited, PO Box 677, North Sydney NSW 2060 | Telephone: 132 687 or email privacy.officer@zurich.com.au

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.

Complaints and Dispute Resolution

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

We are committed to handling any complaints about Our products or services efficiently and fairly. If a person covered under this Policy is dissatisfied with Our Service, they may contact:

- (i) Aon who may raise it with Us; or
- (ii) ACE on +61 2 9335 3200 and ACE will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of ACE's procedures contact Us on +61 2 9335 3200 or email DisputeResolution.AU@acegroup.com

A dispute may be referred to the Financial Ombudsman Service (the FOS) subject to its terms of reference. It provides a free and independent dispute resolution service for consumers who have general insurance disputes falling within its terms of reference and its contact details are:

Financial Ombudsman Service

GPO Box 3

Melbourne, Victoria 3001

Telephone: 1 300 780 808 (local call fee applies)

Web: www.fos.org.au

Email: info@fos.org.au

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:

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

The Premium varies depending on the information that the Policyholder gives Us about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they affect 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 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.

Financial Claims Scheme and Compensation Arrangements

We are authorised under the *Insurance Act 1973 (Cth)* 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 1973 (Cth)*.

The *Insurance Act 1973 (Cth)* contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system. Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy.
- if We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under 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 558 849; and
- We are exempted by Chapter 7 of the *Corporations Act 2001 (Cth)* from the requirement to meet the compensation arrangements which 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. We have compensation arrangements in place that are in accordance with the *Insurance Act 1973 (Cth)*.

Updating this PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to the Policyholder at no cost by calling Us.

We will issue a new PDS or an SPDS to the Policyholder where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

How to Contact Us

To ask Us any questions or request any further information regarding the Policy, We may be contacted on:

ACE Insurance Limited

ABN 23 001 642 020 | AFS Licence No. 239687

28 O'Connell Street

Sydney NSW 2000

Telephone: 1800 815 675

Facsimile: (02) 9335 3467

Email: A&HUWSupportunit.AU@acegroup.com

Policy Wording

General Definitions

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 and directly 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 while the person is a Covered Person. It does not mean:

- a sickness or illness or disease; or
- 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.

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

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

Covered Person means a person who 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 1984 (Cth)* and on no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

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

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

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

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

Journey means the trip/journey described in the Schedule.

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

Loss means in connection with:

- a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- an eye, total and Permanent loss of all sight in the eye;
- hearing, total and Permanent loss of hearing;
- 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 the whole of or part of the lower half of the body.

Period of Insurance means the period shown on the current Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy.

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

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

Policyholder means the named individual or entity 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:

- (i) in the case of a salaried Employee (not otherwise covered below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- (ii) 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 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
- (iii) 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 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.

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

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

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

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

We/Our/Us means ACE Insurance Limited (ACE), AIG Australia Limited (AIG) and Zurich Australian Insurance Limited (Zurich), who are the insurers/issuers of the Policy.

Personal Accident Cover

Extent of Cover

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

Personal Accident

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

- (i) is as a result of a Bodily Injury which occurred while on a Journey; and
- (ii) occurs within 12 months of the date of the Bodily Injury,

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

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if the Bodily Injury and the Journey occur during the Period of Insurance and while 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 in the Schedule against Part A – Lump Sum Benefits.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.	The Benefits shown are a percentage of the amount shown in the Schedule against Part A – Lump Sum Benefits for each Covered Person.
1. Accidental Death	100%
2. Paraplegia or Quadriplegia	100%
3. Permanent and incurable paralysis of all Limbs	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:	
(a) both ears	100%
(b) one ear	30%

Part B – Weekly Benefits – Bodily Injury

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

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

Part C – Fractured Bones – Lump Sum Benefits

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

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

The maximum benefit payable for any one Bodily Injury resulting in fractured bones shall be the amount shown in the Schedule against Part C – Fractured Bones – Lump Sum Benefits.

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

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

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

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

Additional Cover

Escalation of Claim Benefit

After payment of a benefit under Events 10 and/or 11 continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by 5% per annum.

Exposure

If:

- (i) during the Period of Insurance; and
- (ii) while the person is:
 - (a) a Covered Person; and
 - (b) on a Journey,

the Covered Person is exposed to the elements as a result of an Accident and within 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.

Guaranteed Payment

If a Covered Person sustains a Bodily Injury for which benefits are payable under Event 10, We will immediately pay 12 weeks benefits provided that the Policyholder or a Covered Person gives Us proper medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.

General Conditions Applicable to the Policy

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

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9a, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
 2. We will not pay benefits for more than one of Events 1 to 9 in respect of the same Bodily Injury.
 3. We will not pay benefits:
 - (i) for Events 10 and 11 in excess of a total aggregate period of 156 weeks in respect of any one Bodily Injury, unless otherwise stated in the Schedule;
 - (ii) for Events 10 and 11:
 - (a) during the Excess Period shown in the Schedule against Part B – Weekly Benefits – Bodily Injury, calculated from the commencement of the Bodily Injury; and
 - (b) after that Excess Period, for an amount which exceeds the applicable percentage as provided in the Schedule against Part B – Weekly Benefits – Bodily Injury for Event 10 or 11 of the lesser of:
 - (X) the maximum Salary stated in the Schedule against Part B – Weekly Benefits – Bodily Injury; or
 - (Y) the Covered Person's Salary.

For example, if:

 - (A) the applicable percentage is 75%; and
 - (B) the maximum Salary stated in the Schedule is \$2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury; and
 - (C) a Covered Person's Salary is \$1,500,

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

 - (iii) unless the Covered Person, as soon as possible after the happening of any Bodily Injury giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
 - (i) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
 - (ii) the amount of any sick pay received or, at the direction of the Policyholder sick leave entitlement, or any disability entitlement

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

 - (a) the maximum Salary stated in the Schedule against Part B – Weekly Benefits – Bodily Injury; or
 - (b) the Covered Person's Salary.

For example, if:

 - (A) the applicable percentage is 75%; and
 - (B) the maximum Salary stated in the Schedule is \$2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury; and
 - (C) a Covered Person's Salary is \$1,500; and
 - (D) the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(i) above,

then that Covered Person's maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500. (Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 156 weeks).

5. Where, in relation to benefits payable for Events 10 and/or 11, We do not agree with the opinion given by the Doctor (“the initial 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 chosen by Us forms a contrary opinion to that of the initial Doctor, We will obtain an independent Doctor’s opinion which will be the opinion for the purposes of the definitions of Temporary Partial Disablement and Temporary Total Disablement.
6. If as a result of Bodily Injury, benefits become payable under Part B of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury and a new Excess Period will apply.

Where a Bodily Injury requires surgical treatment which cannot be performed within the 12 months from the date of Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that 12 month period and a Doctor certifies this, We will treat this 12 month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of Bodily Injury.

7. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Additional Cover, We will pay weekly benefits for Events 10 and 11 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.
8. All benefits which We pay under the Policy will be paid to the Policyholder or such person or persons and in such proportions as the Policyholder nominates, unless otherwise specified in the Policy.
9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 10 and/or 11 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 10 and 11 will cease from the date of such entitlement.
10. With respect to Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be 50% of the Lump Sum benefit stated in the Schedule for the category applicable to such Employee.

General Exclusions Applicable to the Policy

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

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

1. results from a Covered Person engaging in or taking part in:
 - (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - (ii) training for or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder or a Covered Person;
3. results from War, invasion or Civil War;
4. results from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
5. results from a Covered Person being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit while driving, or being under the influence of any other drug unless it was prescribed by a Doctor;
6. would result in Our contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts.

Unless otherwise agreed with Us, there is no cover under Part B – Weekly Benefits – Bodily Injury with respect to any Covered Person who is over 75 years of age and all cover with respect to a Covered Person shall cease upon their exceeding that age. This will not prejudice any entitlement to claim benefits which has arisen on or before a Covered Person attained the age of 75 years. For all other benefits there is no cover under the Policy with respect to any Covered Person who is aged 85 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 attained the age of 85 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.

Aggregate Limit of Liability

- (i) except as stated below, Our total liability for all claims arising under the Policy during any one Period of Insurance will not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A) any one Period of Insurance;
- (ii) 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), will not exceed the amount shown in the Schedule against Aggregate Limit of Liability (B) Non-scheduled aircraft;
- (iii) if claims are made under the Policy which exceed the above Aggregate Limits of Liability, We will 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 will be made at Our entire discretion and will not be the subject of any challenge of any kind.

Assistance and Co-operation

The Policyholder and a Covered Person must co-operate with Us and, upon Our reasonable 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) must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder or Covered Persons must 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.

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.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4:01pm Australian Eastern Standard Time on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice 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 a pro rata proportion of the Premium to cover the period for which insurance applied. However, We will not refund any Premium if We have paid a benefit under the Policy.

Change of Business Activities

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

Claim Offset

Except for Part A – Lump Sum Benefits, the Policy does not cover any loss, damage, liability, Event or Bodily Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and the amount which the Policyholder or the Covered Person would be otherwise entitled to recover under the Policy, where permissible by law.

Contra Proferentem Clause

We acknowledge and agree that in any dispute with the Policyholder or any Covered Person, any ambiguity in the Policy will not be construed against the Policyholder or the Covered Person on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the Policy.

Currency

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

Due Diligence

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

Headings

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

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within 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.

Other Insurance

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

Proper Law

Any dispute arising under the Policy or concerning its formation will 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 will be determined in accordance with the law and the practice of such court.

Singular/Plural

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

Subrogation

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

NSW/ACT

Level 33, 201 Kent Street
Sydney NSW 2000

GPO Box 4189
Sydney NSW 2001

t 02 9253 7000
f 02 9253 7001

QLD

Level 6, 175 Eagle Street
Brisbane QLD 4000

GPO Box 65
Brisbane QLD 4001

t 07 3223 7400
f 07 3223 7545

SA/NT

Level 10, 63 Pirie Street
Adelaide SA 5000

GPO Box 514
Adelaide SA 5001

t 08 8301 1111
f 08 8301 1100

TAS

Level 2, 10 Melville Street
Hobart TAS 7000

GPO Box 182
Hobart TAS 7001

t 03 6270 0400
f 03 6234 9735

VIC

Level 51, 80 Collins Street
Melbourne VIC 3000

GPO Box 1230
Melbourne VIC 3001

t 03 9211 3000
f 03 9211 3500

WA

Level 7, 28 The Esplanade
Perth WA 6000

PO Box 7026 Cloisters Square
Perth WA 6850

t 08 6317 4000
f 08 9322 6890

aon.com.au

Aon is a leading provider of risk management services, insurance and reinsurance broking, financial planning and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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