

Seniors Accident Insurance

Policy Wording and Product Disclosure
Statement (PDS)



ace insurance

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AUSTRALIAN
Seniors
INSURANCE AGENCY

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General Advice

Any general advice that may be contained within this Policy Wording and Product Disclosure Statement (PDS) or accompanying material does not take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

Preparation Date

This PDS was prepared on 18 September 2008. Other documents may form part of Our Policy Wording and PDS and if they do, We will tell You in the relevant document.

1 Important information about this Policy Wording and PDS

This document is a PDS and is also our insurance Policy Wording. This document contains important information required under the *Corporations Act 2001* (Cth) (**the Act**) and describes the insurance contract between You and Us.

It has been prepared to assist You in understanding Seniors Accident Insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need. It is important that You carefully read and understand this document and Your Policy Schedule.

In return for You paying Us a premium, We insure You for the Events described in the Policy Wording and PDS, subject to the terms, conditions and exclusions. Please keep this document and Policy Schedule in a safe place in case You need to refer to them in the future.

Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details.

You can contact us on: **1800 815 675** or write to Us at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

2 About the Insurer

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (**ACE**) is the insurer of this product. In this PDS, “We”, “Us”, “Our” means ACE Insurance Limited. Our contact details are:

Head Office: 28-34 O’Connell Street
SYDNEY NSW 2000
Postal Address: GPO Box 4907
SYDNEY NSW 2001
Telephone: 1800 815 675
Facsimile: (02) 9335 3467
E-mail: customer.relations@ace-ina.com

ACE Insurance Limited (ACE) is part of the ACE Group of Companies, one of the global leaders in insurance and reinsurance serving a diverse group of clients. Headed by ACE Limited, the ACE Group conducts its business on a worldwide basis with operating subsidiaries in more than 50 countries and the authority to do business in 140 jurisdictions.

With exceptional underwriting and claims teams, We are committed to excellence, integrity and to providing quality service and insurance products.

Around the world, Our clients and brokers can expect the highest level of commitment and service. We focus on Our clients, building strong relationships by offering responsive service, developing innovative products and providing market leadership built on financial strength.

3 Duty of Disclosure

Before You enter into a contract of insurance with Us, You have a duty under the Insurance Contracts Act 1984 (Cth) to disclose to Us anything that You could reasonably be expected to know is relevant to Our decision to accept the risk of insuring You. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

You are not required to disclose things:

- that diminish Our risk;
- that is of common knowledge;
- that We know or, in the ordinary course of business, ought to know; or
- as to which compliance with the duty of disclosure is waived by Us.

The duty of disclosure applies to You and everyone insured under the contract of insurance, on behalf of You. If You fail to comply with the duty of disclosure, We may reduce Our liability under the contract in respect of a claim or may cancel the Policy. If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

4 The Meaning of Certain Words

Through out this document, certain words begin with capital letters. These words have special meaning and are included in the glossary, located at Section 16 of this Policy Wording and PDS. Please refer to the glossary for their meaning.

5 What You are Covered For

Certain types of cover under Your Policy require You to provide receipts and other documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim. Your Policy insures You twenty-four (24) hours a day anywhere in the world.

Benefits

Please refer to this document and Policy Schedule for full terms and conditions of Your cover.

Benefit Table*
Broken Bones Benefit
Neck
Hip or Pelvis
Thigh, Heel, Upper Arm, Skull
Ankle, Lower Leg, Elbow, Shoulder Blade
Lower Jaw, Collarbone
Lower Arm, Wrist, Sternum, Kneecap
Hand, Foot, Cheekbone, Coccyx
Vertebrae, Ribs (each)
Nose
Thumb (each)
Finger or Toe (each)
Maximum Amount Payable for Broken Bones (per Accident)
Burns Benefit
27% or more of body surface
18% or more of body surface
9% or more of body surface
5% or more of body surface
Maximum Amount Payable for Burns (per Accident)
Dislocation Benefit
Hip, Knee, Wrist, Elbow, Shoulder Blade, Collarbone or Jaw
Thumb (each)
Toe or Finger (each)

Level 1	Level 2	Level 3	Level 4	Level 5
If You break a bone(s) listed on Your Policy Schedule as a result of an Accidental Injury and a Doctor certifies this, We will pay You the relevant Broken Bones Benefit up to the maximum amount shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury.				
\$5,000	\$7,500	\$10,000	\$12,500	\$15,000
\$3,000	\$4,500	\$6,000	\$7,500	\$9,000
\$2,000	\$3,000	\$4,000	\$5,000	\$6,000
\$1,750	\$2,625	\$3,500	\$4,375	\$5,250
\$1,500	\$2,250	\$3,000	\$3,750	\$4,500
\$1,000	\$1,500	\$2,000	\$2,500	\$3,000
\$500	\$750	\$1,000	\$1,250	\$1,500
\$250	\$375	\$500	\$625	\$750
\$200	\$300	\$400	\$500	\$600
\$100	\$150	\$200	\$250	\$300
\$50	\$75	\$100	\$125	\$150
\$5,000	\$7,500	\$10,000	\$12,500	\$15,000
If You suffer a burn(s) listed on Your Policy Schedule as a result of an Accidental Injury and a Doctor certifies this, We will pay You the relevant Burns Benefit up to the maximum amount shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury.				
\$3,000	\$4,500	\$6,000	\$7,500	\$9,000
\$2,000	\$3,000	\$4,000	\$5,000	\$6,000
\$1,500	\$2,250	\$3,000	\$3,750	\$4,500
\$750	\$1,000	\$1,500	\$2,000	\$2,250
\$3,000	\$4,500	\$6,000	\$7,500	\$9,000
If You suffer a dislocation(s) listed on Your Policy Schedule as a result of an Accidental Injury and a Doctor certifies this, We will pay You the relevant Dislocation Benefit up to the maximum amount shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury.				
\$1,000	\$1,500	\$2,000	\$2,500	\$3,000
\$100	\$150	\$200	\$250	\$300
\$50	\$75	\$100	\$125	\$150

Home Assistance Benefit
Maximum duration payable is twenty-six (26) weeks
Food Benefit
Maximum duration payable is six (6) weeks
Extra Cash Benefit
Maximum duration payable is thirty (30) days
Funeral Benefit
Maximum amount payable
Family Care SOS™

<p>If You are Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury, We will reimburse You, upon the production of invoices and/or receipts, the cost of any Domestic Duties assistance;</p> <p>(a) up to the weekly maximum amount shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury;</p> <p>(b) up to the period shown on that Schedule; and</p> <p>(c) while a Doctor certifies the Confinement to Bed necessary.</p>				
\$100	\$150	\$200	\$250	\$300
<p>If You break a hip, pelvis, arm, leg or foot as a result of an Accidental Injury and a Doctor certifies this, We will pay You the weekly Food Benefit shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury. The Food Benefit will only be payable for the period shown on that Policy Schedule.</p>				
\$50	\$75	\$100	\$125	\$150
<p>If You have been Confined to Bed for more than forty-eight (48) hours as a result of an Accidental Injury and a Doctor certifies this, We will pay You the Extra Cash Benefit shown on Your Policy Schedule current at the time of the accident causing the Accidental Injury. The Extra Cash Benefit will only be payable while You are Confined to Bed up to the period shown on Your Policy Schedule.</p>				
\$50	\$75	\$100	\$125	\$150
<p>In the event of Your Accidental Loss of Life, We will pay Your estate the Funeral Benefit shown on Your Policy Schedule current at the time of the accident causing Your Accidental Loss of Life.</p> <p>If the Funeral Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Injury.</p>				
\$5,000	\$7,500	\$10,000	\$12,500	\$15,000
<p>FREE 24 hour 7 days a week referral helpline for emergency legal and medical assistance, home support services and home modification assistance in Australia.</p>				

**All benefit amounts are halved if You are between the ages of 85 and 96 years inclusive.*

6 Benefit Limits

The maximum amount per Event for each benefit is the sum specified on Your Policy Schedule for that benefit.

7 Premium

We take a number of factors into account when calculating Your premium which could include Your risk profile.

Your premium is paid in advance and includes any amounts payable in respect of compulsory government charges (including stamp duty and GST). We will tell You, when You apply, what premium is payable, when it needs to be paid and how it can be paid.

Benefit Levels	You or Your Spouse/ Partner 1 Adult	You & Your Spouse/ Partner 2 Adults
1	\$7.95	\$14.95
2	\$11.45	\$21.95
3	\$14.95	\$28.95
4	\$18.95	\$35.95
5	\$22.95	\$42.95

If You fail to pay Your premium on time and Your premium remains unpaid for at least fourteen (14) days, We may refuse to pay a claim arising after payment was due. If Your Policy remains unpaid for thirty-one (31) days, We will cancel Your Policy.

We may change Your premium from the Renewal Date if We notify You of the change in writing prior to that date.

8 General Exclusions

There are certain times when this insurance may not provide cover. Your Policy will not apply to any Event arising directly or indirectly out of:

- deliberately self-inflicted injury, suicide or criminal or illegal act; or
- You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
- You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport; or
- You engaging in any motor sports as a rider, driver and/or a passenger; or
- any consequences of war (whether declared or not), invasion or civil war, taking part in a riot or civil commotion; or
- You being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft; or
- Pre-Existing Medical Conditions You may have.

Some benefits may have special conditions which are outlined in Section 5 What You are Covered For.

National Health Act Exclusion

Your Policy does not cover any Event or occurrence where providing such cover would constitute "health insurance business" as defined under the *National Health Act 1953* (Cth).

Osteoporosis Exclusion

If You have been diagnosed as having osteoporosis prior to the Commencement Date any broken bone(s) suffered will not be covered. If You are diagnosed as having osteoporosis after the Commencement Date, then any broken bone(s) resulting from the first Event are covered however any broken bones(s) resulting from any subsequent Events will not be covered.

9 Cooling Off Period

You have fourteen (14) days to decide if the Policy meets Your needs. You may cancel Your Policy simply by advising Us in writing within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period. You will not receive a refund if You have made a claim during this cooling off period.

10 Cancellation of Your Policy

Your Policy may be cancelled in one of three (3) ways:

When You can cancel

You can cancel Your Policy at any time by telling Us in writing if You:

- pay Your premium monthly and wish to cancel We will cancel on the date to which You have paid Your premium in advance.
- do not pay Your premium monthly, the cancellation will take effect at 4pm Australian Eastern Standard Time the day We receive Your written cancellation. We will refund the premium for Your Policy less an amount which covers the period for which You were insured. However, We do not refund any premium if We have paid a benefit under Your Policy.

When We can cancel

We may cancel Your Policy by giving You written notice to the address on file if You:

- breach the Duty of Disclosure;
- breach a provision of Your Policy;
- make a fraudulent claim under any policy of insurance;

If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.

Automatic cancellation

Your Policy may be cancelled automatically and without any written notice from Us:

- when You reach the Maximum Age, this will be confirmed in writing. Any unused premium paid will be refunded; or
- if You have not paid Your premium within thirty one (31) days of when it is due. The cancellation takes effect from the date the premium You have paid Us ceases to cover the insurance under this Policy; or
- if You suffer an Accidental Loss of Life which is claimable under Your Policy. The cancellation will take effect from 4pm Australian Eastern Standard Time on the day You suffered the accident causing the Accidental Injury.

11 General Conditions

Commencement and Period of Your Policy

Your Policy begins on the Commencement Date or on the latest Renewal Date, whichever is the later, and continues for one (1) calendar year (being the Period of Insurance) after which time it expires.

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your premium, then unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will not be renewing, a policy on the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy.

If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

Significant tax implications

Generally, Your premiums are not tax deductible and claims payments are not assessable income for tax purposes unless You purchase Your policy for business purposes. This tax information is a general statement only. See Your tax adviser for information about Your personal circumstances.

Australian Law

You must be an Australian Resident to be covered by this Policy.

Your Policy is governed by the laws of the State or Territory of Australia in which You normally reside. Any dispute or action in connection with Your Policy shall be conducted and determined in the courts of the State or Territory of Australia in which You normally reside.

Australian Currency

All payments by You to Us and Us to You or someone else under Your Policy must be in Australian currency.

12 Claims

You should advise Us as soon as possible of an occurrence or Event which could lead to a claim.

Procedure for making a claim

If You, or Your legal representative wishes to make a claim You or they must:

- (a) complete a claim form (claim forms are available from Us);
- (b) attach to the claim form:
 - (i) receipts for any expenses that are being claimed;
 - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - (iii) any other documentary evidence required by Us under Your Policy.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days, or as soon as reasonably practical, after the date of the Event; and

- (d) give Us at Your, or Your legal representative's expense all medical and other certificates and evidence required by Us that is reasonably required to assess the claim.

We may also have You medically examined at Our expense when and as often as We may reasonably require after a claim has been made. We may also arrange an autopsy if We reasonably require one.

Processing and payment of claims

We will take all reasonable steps to pay a valid claim promptly.

If We pay an Accidental Loss of Life Benefit, We will pay this amount to Your estate. In all other cases We will pay amounts under Your Policy to You.

Making claims after Your Policy is cancelled

If Your Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event occurred before the date of cancellation.

13 Dispute Resolution

If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process. A brochure describing this process is available on request from Us on **1800 815 675** or e-mail dispute.resolution@ace-ina.com. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days.

If You are unhappy with the outcome of Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the Financial Ombudsman Service run by Financial Ombudsman Service Ltd. (**FOS**). This external dispute resolution panel can make decisions which We are obliged to comply with. Further information about the FOS is available by contacting them at:

Postal Address: GPO Box 3
MELBOURNE VIC 3001
Telephone: 1300 780 808
Facsimile: (03) 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

14 Privacy Statement

ACE Insurance Limited ("ACE") is committed to protecting your privacy. ACE collects, uses and retains your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at www.aceinsurance.com.au.

ACE collects your personal information (which may include health information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim. We collect the information to assess your application for insurance, to provide you or your organisation with competitive insurance products and services and administer them and to handle any claim that may be made under a policy. If you do not provide us with this information, we may not be able to provide you or your organisation with insurance or to respond to any claim.

We may disclose the information we collect to third parties, including contractors and contracted service providers engaged by us to deliver our services or carry out certain business activities on our behalf (such as assessors and call centres), other companies in the ACE group, other insurers, our reinsurers, and government agencies (where we are required to by law). These third parties may be located outside Australia.

You agree to us using and disclosing your personal information as set out above. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer.

From time to time, we may use your personal information to send you offers or information regarding our products that may be of interest to you. If you do not wish to receive such information, please contact our Privacy Officer using the contact details provided below.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our customer relations team on 1800 815 675 or email customer_relations@ace-ina.com.

If you have a complaint or want more information about how ACE is managing your personal information, please contact the Privacy Officer, ACE Insurance Limited, GPO Box 4907, Sydney NSW 2001, Tel: 1800 815 675 or email customer_relations@ace-ina.com.

15 Updating Our PDS

We may need to update the information contained in Our PDS from time to time (where allowed by law). We will issue You with a new PDS or a Supplementary PDS to update the 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 product, We may issue You with notice of this information in other forms or keep an internal record of such changes (You are welcome to get a paper copy free of charge by calling Us).

16 Glossary

Please use this glossary to find the meaning of these words throughout this booklet.

Accidental 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 within twelve (12) months of the accident; and
- (d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

Accidental Loss of Life means death occurring as a result of an Accidental Injury and includes Disappearance.

Australian Resident means a person who resides in Australia and has permission to remain permanently in Australia either because they are:

- (a) an Australian citizen; or
- (b) the holder of a permanent visa; or
- (c) a protected special category visa holder.

Commencement Date means 4pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

Confined to Bed means as a result of an Accidental Injury, You being confined to a bed under the instructions of a Doctor other than as a patient in a hospital or where the confinement to bed involves the provision of hospital treatment or relevant health services as defined in the *National Health Act 1953* (Cth).

Disappearance means if Your body has not been found within twelve (12) months from the date of the sinking, wrecking, or disappearance of a conveyance in which You were travelling on that date, We will presume You have died as a result of an Accidental Injury.

Doctor means a legally registered medical practitioner who is not You or Your relative.

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

Event(s) means an occurrence that could give rise to a claim for a benefit under Your Policy.

Maximum Age means Your age up to and including ninety-six (96).

Period of Insurance means one (1) calendar year from the Commencement Date or the latest Renewal Date whichever is the later.

Policy means Your Policy Wording and PDS and Policy Schedule describing the insurance contract between You and Us.

Policy Schedule means the schedule which We send You containing the summary of Your benefits.

Policy Wording means this document.

Pre-Existing Medical Condition means:

- (a) any condition for which a Doctor was consulted or for which treatment or medication was prescribed prior to the Commencement Date; or
- (b) a condition, the manifestation or symptoms of which a reasonable person in the circumstances would be expected to be aware of at the Commencement Date.

Where an Upgrade is the addition of a Spouse/Partner, all references in this definition to Commencement Date should be read as being Upgrade Effective Date in relation to the Spouse/Partner.

Product Disclosure Statement (PDS) means this document.

Renewal Date means one (1) year from the Commencement Date and subsequent anniversaries of that date.

Spouse/Partner means the person named as Spouse/Partner on the Policy Schedule and who must be Your husband or wife, de-facto or life partner (including a same sex partner) with whom You have continuously cohabited for a period of three (3) months or more.

Upgrade means an increase in a level of benefit or the addition of another insured person, or both.

Upgrade Effective Date means 4pm Australian Eastern Standard Time on the date We agree to provide an Upgrade of Your Policy and which is shown on Your Policy Schedule recording that Upgrade.

We/Us/Our means ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687).

You/Your means the person who is named as the insured on the Policy Schedule. You/Your includes any Spouse/Partner who is named as an insured on the Policy Schedule.

ACE Insurance Limited

ABN 23 001 642 020 AFSL No 239687

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SYDNEY NSW 2000

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SYDNEY NSW 2001

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