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*Group Personal Accident Insurance  
Policy Wording A*

# **AUSTRALIAN TRAINERS' ASSOCIATION (ATA)**

## **GROUP PERSONAL ACCIDENT INSURANCE SCHEME DEATH & CAPITAL BENEFITS COVER**

**POLICY WORDING A  
1 August 2009 to 1 August 2010  
both days at 4:00pm**

Underwritten by  
ACE Insurance Limited  
ABN 23 001 642 020 AFSL No. 239687  
28-34 O'Connell Street  
Sydney NSW 2000



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## **GROUP PERSONAL ACCIDENT INSURANCE POLICY WORDING A**

### ***Important Information about this document***

This document contains important information and has been prepared to assist You in understanding this Group Personal Accident Insurance and making an informed choice about Your insurance requirements.

Please read this document carefully and ensure that You keep it in a safe place for future reference.

#### ***General Advice***

Any general advice that may be contained within this document does not take into account Your individual objectives, financial situation or needs. You should consider the appropriateness of this insurance having regard to Your objectives, financial situation and needs. You need to decide if the limits, type and level of cover are appropriate for You.

#### ***Preparation Date***

This PDS was prepared on 16 July 2008

### ***About the Insurer***

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

28-34 O'Connell Street SYDNEY NSW 2000

Telephone: 1800 815 675

Facsimile: (02) 9335 3467

### ***Purpose of this Group Personal Accident Insurance***

In summary:

- ATA has entered into the Policy with Us and We have agreed that any full financial ATA member will automatically be a Covered person entitled to access cover under the Policy pursuant to section 48 of the *Insurance Contracts Act 1984* (Cth) in accordance with the terms of this Policy Wording. ATA is not the insurer, does not guarantee or hold the Policy or rights under it on trust for a Covered person, does not act on behalf of ACE and makes no recommendation in relation to this insurance; and
- the purpose of this insurance is to provide for the payment of agreed lump sum benefits for a defined accidental Injury to a Covered Person that results in a covered Event (e.g. the Covered Person's death, disablement and loss/use of senses and/or body parts) within 12 months of the Injury.



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You need to read this document carefully to make sure that You understand its provisions. Importantly:

- The General Definitions section tells you what is meant by certain terms in the Policy Wording
- The Death and Capital Benefits Cover section tells you about the Events that are covered, the Additional Benefits and specific Conditions that apply to and which restrict the covers.
- The General Exclusions section sets out what is not covered;
- The General Provisions section includes some important information (e.g on Privacy and Dispute Resolution) and also sets out the obligations of the Insured, Covered persons and Us (e.g. Making a claim). If a Covered person does not comply with these obligations We may refuse to pay or reduce a claim, amongst other things.

If You require any information, please contact Us.

## GENERAL DEFINITIONS UNDER THE POLICY

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

**ATA** means Australian Trainers' Association. It is the contracting insured under the Policy with Us.

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

**Covered person** means any full financial member of the ATA who is under the age of seventy five (75) years. Such a person is not a contracting insured under the Policy with Us. They are a person that is legally entitled to claim under the Policy for the cover provided under this Policy Wording pursuant to section 48 of the *Insurance Contracts Act 1984* (Cth) only.

**Doctor** means a legally registered medical practitioner who is not a Covered person or their relative.

**Event(s)** means the Event(s) described in the Table of Events set out in the Death and Capital Benefits Cover Section.

**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).



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**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;
- and 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 stated on the front cover hereof, or such shorter period if the Policy is terminated by the ATA or Us.

**Permanent Partial Disablement** means a disablement that results in the partial (as opposed to total) inability of the Covered person to engage in or attend to any Routine Duties which has lasted twelve (12) consecutive months and at the expiry of that period, is diagnosed by a Doctor as being beyond hope of improvement.

**Policy** means this Policy Wording and the other documents evidencing Policy A agreed between the ATA and Us.

**Policy Wording** means this document.

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

**Routine Duties** means all duties the Covered person was able to perform prior to the Injury. These include duties associated with domestic, farming and business activities (note: business duties are not limited to duties associated solely with being a licensed racehorse trainer). The inability to perform these duties must be certified by a Doctor.

**We/Our/Us** means ACE Insurance Limited (ABN 23 001 642 020, AFSL 239687)

**You/Your** means the Covered person.



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**DEATH & CAPITAL BENEFITS COVER**

If during the Period of Insurance a Covered person suffers an Injury which results in an Event described in Part A of the following Table of Events and the Event occurs within twelve (12) months of the date of the Injury, We will pay the corresponding benefit for that Event set out in the Table of Events, subject to the other terms and conditions of this Policy Wording.

The Covered Person must have been a Covered Person at the time of suffering the Injury giving rise to the relevant claim.

**TABLE OF EVENTS**

**PART A - LUMP SUM BENEFITS**

THE EVENTS	THE BENEFIT Being a percentage of the amount of \$30,000 for each Covered person.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of two (2) Limbs	100%
7. Loss of use of one (1) Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:-	
(a) both ears	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%



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(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%.

**ADDITIONAL COVER**

**Exposure**

If during the Period of Insurance a Covered 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 to have suffered an Injury on the date of the accident.

**Disappearance**

If during the Period of Insurance a Covered 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 Covered person’s estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that the Covered person did not die or did not die as a result of an Injury.

**GENERAL CONDITIONS AND LIMITS ON THE BENEFITS**

1. If a Covered 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 Covered 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 unless the Covered person, as soon as possible after the happening of any injury giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor;
4. All benefits shall be payable to the Covered person or such person or persons and in such proportions as they shall nominate.
5. There is no cover under this Policy with respect to any Covered person who is aged seventy five (75) 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 seventy five (75) years.

**GENERAL EXCLUSIONS**

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

1. results from a Covered person engaging in or taking part in:
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry



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- passengers; or
- b) training for or participating in professional sport of any kind which shall not be construed to include any activity associated with thoroughbred race horse training.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by a Covered 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 there from.
  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**

#### ***Subrogation***

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

#### ***Other Insurance***

In the event of a claim ATA and a Covered person must advise Us as to any other insurance they may have covering the same risk.

#### ***Breach of Provisions***

If the Covered person does not comply with any of the conditions or provisions of the Policy Wording, We may decline to pay a claim.



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- a) Except as stated below, Our total liability for all claims arising under this Policy during any one Period of Insurance by any and all Covered persons shall not exceed \$5,000,000.
- b) Our total liability for all claims arising under this Policy during any one Period of Insurance by any and all Covered Persons 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 \$1,000,000. ***c) In the event that claims are made under this Policy which exceed the above Aggregate Limits of Liability, consideration and payment of such claims shall be at Our absolute discretion. We may reduce the payments made with respect to each Covered person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.***

**Currency**

All amounts shown on the Policy are in Australian Dollars (AUD).

**Proper Law**

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate State of the Commonwealth of Australia, and all relevant persons will submit to the jurisdiction of any Court of competent jurisdiction within the said State and 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**

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

**Due Diligence**

ATA and a Covered person will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

**Making a Claim****Notice of Claim**

A Covered person must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. The Covered person 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 Covered person who is the subject of a claim under this Policy, medically examined from time to time.

**Claim Offset**

There is no cover under this Policy for any loss, damage, liability, Event or Injury which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what the Covered person would



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be otherwise entitled to recover under the Policy, where permissible under Law.

### ***Dispute Resolution***

We have developed an internal procedure for dispute resolution. If at any time You have an unresolved complaint about Our products or services, You can use Our internal dispute resolution process by contacting ACE on 1800 810 624 or [dispute.resolution@ace-ina.com](mailto: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 Our internal review of Your complaint, You may take Your complaint, at no cost to You, to the insurance industry's external dispute resolution body, the Financial Ombudsman Service run by the Financial Ombudsman Service Limited (**FOS**). The FOS can make decisions with which We are obliged to comply. The FOS can be contacted on:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne Victoria 3001

Freecall: 1300 780 808  
Facsimile: 03 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)

Further information about FOS is available on request. A brochure describing Our disputes resolution procedures in more detail is available on request.

### ***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](http://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



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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.

#### ***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](mailto: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.

#### ***How to Contact Us***

If You need to contact Us, have any questions or would like any further information regarding the Policy, refer to Our contact details under the heading "About the Insurer".