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*Australian Trainers' Association (ATA)  
Group Personal Accident Insurance  
Scheme  
Optional Cover Policy Wording B &  
Product Disclosure  
Statement (PDS)*

**AUSTRALIAN TRAINERS' ASSOCIATION (ATA)**

**GROUP PERSONAL ACCIDENT  
INSURANCE SCHEME  
OPTIONAL COVER**

**POLICY WORDING B  
&  
PRODUCT DISCLOSURE STATEMENT  
(PDS)**

**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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## **ATA GROUP PERSONAL ACCIDENT INSURANCE SCHEME OPTIONAL COVER - POLICY WORDING B AND PRODUCT DISCLOSURE STATEMENT (PDS)**

### ***Important Information about this PDS***

This document is a Product Disclosure Statement (PDS) and is also our Policy Wording. This document contains important information and has been prepared to assist You in understanding this Insurance and making an informed choice about Your insurance requirements. Other documents may form part of Our Policy and if they do, we will tell you in the relevant document.

Please read these documents carefully and ensure that You keep them in a safe place for future reference.

#### **General Advice**

Any general advice that may be contained within this Policy Wording and PDS or accompanying material does not take into account Your individual objectives, financial situation or needs. You should consider the appropriateness of this product 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 07 July 2009. Other documents may form part of Our PDS and if they do, We will tell You in the relevant document.

### ***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:

28-34 O'Connell Street SYDNEY NSW 2000

Telephone: 1800 815 675

Facsimile: (02) 9335 3467

### ***Summary and Purpose of this Insurance***

In summary:

- ATA has entered into the Policy with Us. Any person that meets the Category 1 Covered person or Category 2 Covered person criteria (see definitions of Category 1 Covered person and Category 2 Covered person) will be 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 Category 1 Covered person or Category 2 Covered person, does not act on behalf of ACE and makes no recommendation in relation to this insurance.
- A Category 1 Covered person and a Category 2 Covered person is able to claim for any one of the following benefits in relation to a covered Injury which results in one of the covered Events occurring within 12 months of the Injury:
  - **Benefit B1 – Routine Duties Benefit** –If the covered Injury causes a disablement which prevents you from carrying out defined Routine Duties, you can claim a weekly benefit up to



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the specified maximum amount for expenses incurred in obtaining a Replacement person to carry out the relevant duties. A Lump Sum benefit is also payable if the above disablement continues for more than 52 weeks. An Excess Period applies.

- **Benefit B2 - Inability to carry out Usual Income Earning Occupation Benefit** - if the covered Injury causes a disablement which prevents you from carrying out your usual Income earning occupation, you can claim a weekly benefit for your lost Income up to the specified maximum amount. A Lump Sum benefit is also payable if the above disablement continues for more than 52 weeks. An Excess Period applies.
- **Benefit B3 - Injury resulting in Fractured Bones Benefit** – A lump sum benefit is payable in relation to the relevant fractures listed.

The above is a summary only and cannot be relied on. Refer to the Policy Wording and PDS for full terms and conditions.

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 and PDS.
- The Personal Accident Cover section tells you about the cover provided by Benefits B1, B2 and B3 and the Events that are covered as well as the Additional Benefits and specific Conditions that apply to and which restrict the covers.
- The General Exclusions section set 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 ATA, Category 1 Covered persons, Category 2 Covered persons and Us (e.g. Making a claim). If a Category 1 Covered person or a Category 2 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.

## **Definitions**

For the purposes of this Policy Wording and PDS, the following definitions apply:

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

**Category 1 Covered person** means a person who meets all of the following criteria:

- (a) they are a full financial member of the ATA;
- (b) they have properly completed the required application for access to this insurance, including signing all required declarations;
- (c) their application and application fee has been received by Jardine Lloyd Thompson Pty Limited;
- (d) they have not reached the age of seventy five (75); and
- (e) they have not been removed from access by their own request or by Us providing written notice to them of this (We may only give notice in situations where the person has failed to comply with the terms and conditions of this Policy Wording and were they the insured, We would have been entitled to cancel for the conduct under the Insurance Contracts Act 1984 (Cth));



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and who therefore has access to all tiers of cover under the Policy (BRONZE, SILVER and GOLD).

**Category 2 Covered person** means a person who meets all of the following criteria:

- (a) they are a licensed Australian thoroughbred racehorse trainer with a current and valid license ;
  - (b) they have properly completed the required application for access to this insurance, including signing all required declarations;
  - (c) the application and application fee has been received by Jardine Lloyd Thompson Pty Limited.
  - (d) the person has not reached the age of seventy five (75); and
  - (e) the person has not been removed from access by their own request or by Us providing written notice to them of this (We may only give notice in situations where the person has failed to comply with the terms and conditions of this Policy Wording and were they the insured, We would have been entitled to cancel for the conduct under the Insurance Contracts Act 1984 (Cth);
- and who therefore has access only to the BRONZE level of cover under the Policy.

A Category 1 Covered Person and a Category 2 Covered 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 Category 1 Covered person or a Category 2 Covered person or their relative.

**Replacement** means any person in Your service including contractors, sub-contractors 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 Cover.

**Excess Period** means the period of seven (7) days 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.

**Income** means Your 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 You have been employed.

**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).

**Period of Insurance** means the period stated on the front cover hereof, or such shorter time if the Policy is terminated by either Us or ATA.

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

**Policy Wording** means this document.



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**Routine Duties** means all duties the Category 1 Covered person or Category 2 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 Australian thoroughbred 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 Category 1 Covered person or Category 2 Covered person.



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**Benefits**

If during the Period of Insurance a Category 1 Covered person or a Category 2 Covered person suffers an Injury which results in an Event described in Parts B1, B2 or B3 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 Category 1 Covered person or a Category 2 Covered person must have been a Category 1 Covered person or a Category 2 Covered person at the time of suffering the Injury giving rise to the relevant claim and can only claim in relation to the same Injury for the benefits under one (1) only of B1, B2 or B3 (not all).

**TABLE OF EVENTS**

**BENEFIT B1 –ROUTINE DUTIES BENEFIT**

The Events (both can be claimed for where relevant).	Standard (Bronze) cover Benefits (available to Category 1 Covered persons and Category 2 Covered persons)	Advanced (Silver)cover Benefits (only available to Category 1 Covered persons)	Superior (Gold) cover Benefits (only available to Category 1 Covered persons)
<p>1. Disablement resulting in the inability of the Category 1 Covered person or Category 2 Covered person to carry out any/all of their Routine Duties, which reasonably necessitates the employment of third party labor persons, contractors and/or service providers (Replacement) to carry out the Routine Duties that cannot be carried out by the Category 1 Covered person or Category 2 Covered person where this has been certified by a Doctor as being necessary for the recovery of the Category 1 Covered person or Category 2 Covered person.</p> <p>These Replacements cannot be persons who, be they related or otherwise, ordinarily reside with the Category 1 Covered person or Category 2 Covered person (unless they can demonstrate they generate an income through or from an</p>	<p>The reasonably and necessarily incurred cost of hiring a suitable Replacement to perform the relevant duties up to a maximum of A\$500 per week for a maximum of twenty six (26) weeks for any one Injury. No payment is made for the Excess Period.</p>	<p>The reasonably and necessarily incurred cost of hiring a suitable Replacement to perform the relevant duties up to a maximum of A\$750 per week for a maximum of twenty six (26) weeks for any one Injury. No payment is made for the Excess Period.</p>	<p>The reasonably and necessarily incurred cost of hiring a suitable Replacement to perform the relevant duties up to a maximum of A\$1000 per week for a maximum of twenty six (26) weeks for any one Injury. No payment is made for the Excess Period.</p>



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<p>independent business the equivalent to that carried on by the Category 1 Covered person or Category 2 Covered person)</p>			
<p>2. Disablement resulting in the inability of the Category 1 Covered person or Category 2 Covered person to resume Routine Duties after the expiration of fifty two (52) consecutive weeks.</p>	<p>25% of \$20,000.</p>	<p>25% of \$20,000.</p>	<p>25% of \$20,000.</p>

***BENEFIT B2 – INABILITY TO CARRY OUT USUAL INCOME EARNING OCCUPATION BENEFIT***

<p><b>The Events (both can be claimed for where relevant).</b></p>	<p><b>Standard (Bronze) cover Benefits</b> (available to Category 1 Covered persons and Category 2 Covered persons)</p>	<p><b>Advanced (Silver)cover Benefits</b> (only available to Category 1 Covered Persons)</p>	<p><b>Superior (Gold) cover Benefits</b> (only available to Category 1 Covered Persons)</p>
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<p>1. Disablement resulting in the inability of the Category 1 Covered person or Category 2 Covered person to carry out their usual Income earning occupation.</p>	<p>Lost Income resulting from the covered Event up to a maximum of A\$500 per week for a maximum of twenty six (26) weeks for any one Injury, No payment is made for the Excess Period.</p>	<p>Lost Income resulting from the covered Event up to a maximum of A\$750 per week for a maximum of twenty six (26) weeks for any one Injury, No payment is made for the Excess Period.</p>	<p>Lost Income resulting from the covered Event up to a maximum of A\$1000 per week for a maximum of twenty six (26) weeks for any one Injury, No payment is made for the Excess Period.</p>
<p>2. Disablement resulting in the inability of the Category 1 Covered person or Category 2 Covered person to carry out their usual Income earning occupation for more than fifty two (52) consecutive weeks.</p>	<p>25% of \$20,000.</p>	<p>25% of \$20,000.</p>	<p>25% of \$20,000.</p>



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**BENEFIT B3 - INJURY RESULTING IN FRACTURED BONES – LUMP SUM BENEFITS**

<b>The Events.</b>	<b>The Standard (Bronze) benefits shown below are a percentage of \$5,000</b> (available to Category 1 Covered persons and Category 2 Covered persons)	<b>The Advanced (Silver) benefits shown below are a percentage of \$6,000</b> (only available to Category 1 Covered Persons)	<b>The Superior (Gold) benefits shown below are a percentage of \$7,500</b> (only available to Category 1 Covered Persons)
A fracture of the following:			
1. Neck, skull or spine (complete fracture)	100%	100%	100%
2. Hip	75%	75%	75%
3. Jaw, pelvis, leg, ankle or knee (other fracture)	50%	50%	50%
4. Cheekbone, shoulder or hairline fracture of skull or spine	30%	30%	30%
5. Arm, elbow, wrist or ribs (other fracture)	25%	25%	25%
6. Jaw, pelvis, leg, ankle or knee (simple fracture)	20%	20%	20%
7. Nose or collar bone	20%	20%	20%
8. Arm, elbow, wrist or ribs (simple fracture)	10%	10%	10%
9. Finger, Thumb, Foot, Hand or Toe	7.5%	7.5%	7.5%



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In the case of a non-union of any of the above fractures established by a Doctor, We will pay an additional benefit of 5% of \$5,000.

The maximum benefit payable for any one Injury resulting in fractured bones shall not exceed the maximum sum insured per benefit level selected under option B3.

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 means any fracture other than a simple fracture.

## **ADDITIONAL COVER UNDER THE POLICY**

### ***Rehabilitation Expenses***

We will reimburse expenses incurred by a Category 1 Covered person or a Category 2 Covered person for tuition, advice or treatment from a licensed vocational school or occupational rehabilitation institution, provided such tuition, advice or treatment is undertaken as a result of the Injury causing disablement for which benefits are payable under Events B1, B2 or B3, and is undertaken with Our prior written agreement and the agreement of the Category 1 Covered person's or Category 2 Covered person's Doctor. Compensation under this provision will be limited to actual costs incurred and shall not exceed \$2,000 in total, per Event

### ***Exposure***

If during the Period of Insurance a Category 1 Covered person or a Category 2 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 covered by this insurance 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.

### ***Guaranteed Payment***

If a Category 1 Covered person or a Category 2 Covered person sustains an Injury for which benefits are payable under Events B1 or B2, , We will immediately pay ten (10) weeks benefits provided that proper medical evidence is produced from a Doctor certifying that the total period of disablement will be a minimum of twenty-six (26) weeks.

## **General Conditions**



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1. Benefits shall not be payable unless the Category 1 Covered person or a Category 2 Covered 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.
2. The amount of any benefit payable for any Injury or 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.
3. If as a result of Injury, benefits become payable under B1 or B2 of the Table of Events and while this Policy is in force, the Category 1 Covered person or a Category 2 Covered person suffers a recurrence of a disablement or 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 Category 1 Covered person or a Category 2 Covered person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury and a new Excess Period shall apply.
4. Subject to the Guaranteed Payment clause in the Additional Cover section, weekly benefits for Events B1 or B2, 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.
5. All benefits shall be payable to the Category 1 Covered person or a Category 2 Covered Person or such person or persons and in such proportions as they shall nominate.
6. There is no cover under this Policy with respect to any Category 1 Covered person or a Category 2 Covered person who is aged seventy five (75) years or more and any access to cover and cover with respect to a Category 1 Covered person or a Category 2 Covered person shall cease upon their attaining that age. This will not prejudice any entitlement to claim benefits which has arisen before a Category 1 Covered person or a Category 2 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, Injury which:

1. results from a Category 1 Covered person or a Category 2 Covered person engaging in or taking part in:
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in professional sport of any kind, which shall not be construed to include any activity associated with licensed thoroughbred race horse training.
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by a Category 1 Covered person or a Category 2 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).



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**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 Category 1 Covered person and Category 2 Covered person to recovery against any person or entity other than ATA or another Category 1 Covered person or Category 2 Covered person protected by the Policy and ATA and the Category 1 Covered person or Category 2 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 Category 1 Covered person nor the Category 2 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 Category 1 Covered person or Category 2 Covered person must advise Us as to any other insurance they may have covering the same risk.

**Breach of Provisions**

If the Category 1 Covered person or Category 2 Covered person does not comply with any of the terms or conditions or provisions of the Policy Wording, We may decline to pay a claim.

**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 Category 1 Covered person and a Category 2 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 Category 1 Covered person or the Category 2 Covered Person because of Injury or damage with respect to which insurance is afforded under the Policy. In that regard, ATA and the Category 1 Covered person or Category 2 Covered person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. ATA and the Category 1 Covered person or Category 2 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 Category 1 Covered person and a Category 2 Covered person will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.



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***Making a Claim***

***Notice of Claim***

A Category 1 Covered person and a Category 2 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 Category 1 Covered person or a Category 2 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 Category 1 Covered person or a Category 2 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 Category 1 Covered person or a Category 2 Covered person would 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).



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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](mailto: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](mailto:customer.relations@ace-ina.com).

#### **Updating this 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).

#### **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".