



Accident Policy

Product Disclosure Statement

Accident Policy

Product Disclosure Statement and Policy

This document contains the following Parts:

- **The Product Disclosure Statement (“PDS”)** is contained in Part 1 and provides an outline of all the important information you should know about our Accident Policy and the available Plans. The PDS is not the insurance agreement. That agreement is set out in the Policy terms and conditions contained in Part 2 of the document (“The Policy”).
- **The Policy** is the insurance agreement between you and us, and is the basis under which claims are paid.

Preparation Date:

This PDS was prepared on January 16th, 2012.

Version : 10PDSCIAC03

THIS IS AN IMPORTANT DOCUMENT, PLEASE READ THE DOCUMENT AND RETAIN IT IN A SAFE PLACE.

Welcome to Combined Insurance

Since our beginnings in 1919, Combined Insurance has grown to become a global brand that provides personal accident insurance. Our motto is “Service, Strength and Security” and our goal is to provide you with peace of mind should you be unfortunate enough to suffer a Covered Injury.

Combined Insurance is part of the ACE Group of Companies®, one of the leading global providers of insurance and reinsurance. Combined Insurance operates in Australia as a division of ACE Insurance Limited.

Friendly and Reliable Service

We pride ourselves on providing you with friendly and reliable service. If you have any questions, you can call our toll free Customer Service Hotline on **1300 300 480** or email us at customer@combined.com.au and our staff will be happy to help you.

We are service oriented and take pride in our commitment to provide you with the benefits promised under your coverage. We will always endeavour to serve you with fast, friendly and efficient claims service.

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Part 1 - Product Disclosure Statement

In this PDS, Combined Insurance a division of ACE Insurance Limited is called “we”, “our”, or “us”. The Person named in the policy schedule as the Insured is referred to as “you”, or “your”.

PDS Definitions

The following definitions apply in the Product Disclosure Statement. Some terms appearing in the Product Disclosure Statement in title case are defined in the Policy. Those terms have the meaning set out in the Policy.

“**Fact Find Document**” means a document which includes questions and answers about your health, occupation and financial circumstances. Your answers to our questions will determine whether you are insurable under the Policy and if so, the level of insurance cover that we can offer you.

“**Family Plan**” means in relation to the Bodyguard Personal Injury Plan, a Personal Injury Plan that covers you and Covered Persons (as defined in the Policy, page 13).

“**FOS**” means the Financial Ombudsman Service.

“**FSG**” means the Financial Services Guide.

“**IDR**” means our free internal disputes resolution process.

“**PDS**” means the Product Disclosure Statement set out in Part 1 of this document.

“**Plans**” means the two optional plans offered under the Policy which you may choose to purchase.

“**SoA**” means the Statement of Advice.

This PDS has been prepared by us as the underwriter of the Policy. However, in many circumstances the PDS may be provided to you by one of our contracted “Authorised Representatives”, who are authorised to sell this product and provide advice on our behalf.

Policy Definitions

Please note that the important definitions applying to the Policy are included in Section 2 of the Accident Policy Terms and Conditions on page 12 of this document.

Disclaimer

The Policy is not a life insurance policy, income protection policy, nor a health insurance policy. It does not cover

expenses that may only be covered by a health insurance policy, but is intended to assist in meeting extra costs which may result from a Covered Injury such as an inability to work and earn an income, meeting living costs, travel and other costs not related to the health expenses incurred by you or Covered Persons. It does not provide cover in circumstances where we are not permitted by law to provide cover.

The Accident Policy Benefits

The Policy offers benefits for a Covered Injury resulting from an accident. The two Plans we offer are the “**Peace of Mind Accident Plan**” and the “**Bodyguard Personal Injury Plan**”. You can purchase a single Plan or a combination of both Plans, that best suits your needs.

1. The **Peace of Mind Accident Plan** provides benefits for Total and Partial Disability, Fractures and Accidental Death, Paraplegia or Quadriplegia, due to a Covered Injury.
2. The **Bodyguard Personal Injury Plan** provides benefits for Accidental Death, Permanent Total Disability, Accident Confinement, Fractures, and other specified injury conditions due to a Covered Injury.

The Policy provides benefits for injury only and not sickness.

You will only be eligible to purchase the Policy if you:

- are 16 years of age and over; and
- are under the age of 65; and
- qualify in accordance with our underwriting standards.

The Policy will not have a cash value on termination at any time.

The benefits you can receive under the Plan(s) you have selected are set out in the benefits tables on page 20 of this document.

Notification of Variation from Standard Cover

This Policy varies from the standard cover specified in the *Insurance Contracts Act 1984* (Cth), (“Standard Cover”) for sickness and accident insurance contracts. In particular, it is important for you to note that:

- (a) Policy benefits are as specified in the Policy document and the amounts in the benefits tables on page 20 and in the policy schedule we will send to you;
- (b) Total Disability must commence within three months of you or a Covered Person sustaining a Covered Injury;

- (c) Partial Disability must either begin within three months of you or a Covered Person sustaining a Covered Injury, or immediately following a period of Total Disability for which benefits are payable under this Policy;
- (d) Section 5 - Exclusions sets out the circumstances in which this Policy will not cover a loss;
- (e) Disability benefits in the policy schedule are expressed as a monthly amount. We calculate the daily benefit by dividing the monthly benefit by 30 days; and
- (f) the Bodyguard Personal Injury Plan does not cover Total or Partial Disability
- (g) the definition of "Covered Injury" in the Policy Document on page 13 varies from the standard cover definition of "Accidental Injury" in the *Insurance Contracts Regulations 1985* (Cth).

Premiums

Payment of Premiums and Changes in Premiums or Benefits

For the Policy to remain in force, you must pay the premium (plus taxes detailed in this PDS) when due. If we have not received full payment of the premium due, by the date due ("Premium Due Date"), you will have 31 days in which to pay your premium before the Policy is cancelled in accordance with applicable law.

The premium for the Policy is fixed for the Policy term of one year, subject to the indexation amount referred to below. We reserve the right to vary the premium for any subsequent renewal term. We will notify you of any change in the premium or the benefits at least 30 days before the end of the Policy term or subsequent renewal term.

Premium Structure

Your premium will depend on a range of factors including the Plan or Plans you choose, the level of cover you choose, whether you choose for premium to be direct debited from a bank account or credit card, or paid by cheque, the Waiting Period you choose, and whether you purchase an Individual or Family Bodyguard Plan.

If you choose to renew your Policy, both the benefits and premiums are indexed to increase on the annual renewal of the Policy for the first ten annual renewals. The benefits and premiums are indexed to increase upon renewal at the rate of 5% of the initial Policy benefit and premium values respectively (that is, 5% of the Policy benefit and premium values that applied during the first year of cover – the increase is not compounded).

This means that upon renewal 5% of the benefit and premium values respectively that applied during the first year of cover will be added to the respective benefit and premium values that applied during the period of cover immediately prior to that renewal. This indexation amount ceases to apply after ten annual renewals (total eleven years of cover). This indexation of benefits and premiums does not limit our right to vary the rate of

renewal premium for any renewal term including those renewal terms in which the indexation amount applies.

For example, at the start of the second year while you hold the Peace of Mind Accident Plan (Silver Level), the Total Disability Benefit will increase from \$1,000 per month to \$1,050 per month. Should you renew the Plan for a third year, the benefit will increase to \$1,100 per month. The premium will also increase in the same manner.

The amount of benefit payable for a loss is the benefit applicable at the date of the accident.

Instalments

Premiums are payable during the term of the Policy by instalment. Your first instalment is payable immediately and will cover the first two, six, or twelve months. After that time, if you have chosen to pay the first instalment for the first two months, you may then pay monthly instalments. If you have chosen to pay the first instalment by a six monthly payment, you may then pay six monthly. Instalments (other than the first instalment but including instalments for any renewal term) may be paid by direct debit from your financial institution account or by automatic credit card payment or by cheque six monthly or annually. We will cancel your Policy in accordance with applicable law if a premium is not paid by the end of the 31st day after it is due. We will not deny a claim covered by the Policy on the grounds of non payment of premium if the premium is received by us within this 31 day period.

Commission

Our Authorised Representative will receive a commission from us should you purchase the Policy. The Authorised Representative has to meet their expenses from this commission and also relies on it to provide them with an income. This commission is paid from the premium you pay - it is not an additional cost to you. The amount of the commission will depend on which Plan(s) you purchase. In addition, our Authorised Representative may receive other benefits such as bonuses and incentive prizes should a certain volume of sales of the Policy be achieved. For more information relating to commission amounts or other benefits, please refer to the Financial Services Guide ("FSG") and Statement of Advice ("SoA") that have been provided with this PDS.

Other Charges

The following charges may apply to your Policy and are in addition to the premiums.

Stamp Duty

A government stamp duty is imposed on your Policy. The amount varies depending on your State/Territory of

residence. The government may adjust the stamp duty and, if it does, we may adjust the total cost of your Policy to reflect the change.

Goods and Services Tax

Currently, we require you to pay Goods and Services Tax ("GST") on your premium. The rate of GST is currently 10%. The government may adjust the GST and, if it does, we may adjust the total cost of your Policy to reflect the change.

Plan 1: Peace of Mind Accident Plan

The different levels of cover are set out in the Peace of Mind Accident Plan – Benefits Table on page 20 of this document. The policy schedule we will send to you after your Policy is issued will set out the specific level of cover (if any) that you have selected.

Peace of Mind Accident Plan Benefits

Total Disability Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are Totally Disabled, we will pay you the benefit set out in your policy schedule. Depending on your Waiting Period selection, we will pay you either from the first, fifteenth, or thirty-first day of Total Disability and for a specified benefit period of up to twelve months while you remain Totally Disabled. Total Disability due to a Covered Injury must begin within three months of the accident. (Please see the Policy for details - Page 14, Section 3.1 and 3.1.1).

Partial Disability Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are Partially Disabled, we will pay you the benefit set out in your policy schedule. Depending on your Waiting Period selection, we will pay you either from the first, fifteenth, or thirty-first day of Partial Disability and for a specified benefit period of up to one month while you remain Partially Disabled. Should a period of Partial Disability immediately follow a period of Total Disability for which you have already been subject to a Waiting Period, then we will pay you the Partial Disability benefit from the first day of such disability. Partial Disability must either begin within three months of the accident, or immediately following a period of Total Disability for which benefits are payable. (Please see the Policy for details - Page 14, Section 3.1 and 3.1.2).

Recurrent Disability

Successive periods of Total or Partial Disability will be considered one period of disability unless such periods are separated by at least six months, or the disabilities resulted from a different or unrelated injury.

Fracture Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are medically diagnosed with a Fracture within three months of the accident, we will pay you the benefit set out in your policy schedule. The amount of the benefit depends on whether the Fracture is classified as a Minor or a Major Fracture. In the case of multiple fractures occurring as a result of any one accident, only one benefit, the greater, is payable. (Please see the Policy for details - Page 14, Section 3.2).

Accidental Death, Paraplegia, or Quadriplegia Benefit - Benefit Types

The benefits payable under the Accidental Death, Paraplegia, or Quadriplegia benefit are divided into three categories, being:

- Any Accident
- Travel Accident
- Public Transport Passenger Accident

We will pay the benefit set out in your policy schedule in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury, where your Death, Paraplegia, or Quadriplegia occurs within six months of the accident causing the Covered Injury. The amount of the benefit payable will depend on the manner in which your Accidental Death, Paraplegia, or Quadriplegia occurs. (Please see the Policy for Details - Page 14, Section 3.3).

Any Accident Benefit

We will pay the Any Accident benefit set out in your policy schedule in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained in any accident not specified below.

Travel Accident Benefit

We will pay the Travel Accident benefit set out in your policy schedule in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained either:

- by being struck, knocked down, or run over, on a public road, by any moving vehicle; or,
- while driving or riding in any motor car, taxi, truck, or tractor; or,
- while riding on any motorcycle.

Public Transport Passenger Accident Benefit

We will pay the Public Transport Passenger Accident benefit set out in your policy schedule in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained while travelling as a fare-paying passenger on a fare-charging regularly scheduled service that originates or terminates in Australia, New Zealand, European Union Member States, the United States of America, or Canada. Vehicles included are planes, ships, trains, buses, coaches, or trams; that are licensed as common carriers (this excludes taxis).

Payment of Benefits

When you are claiming for ongoing Total Disability or Partial Disability, we will pay benefits on a monthly basis (calculated per day of Total Disability or Partial Disability) in arrears upon the receipt of certification from a Medical Practitioner, satisfactory to us, of your continuing disability. Monthly benefits are calculated on the basis of a 30 day month. That is, the daily benefit is calculated by dividing the monthly benefit by 30.

For example, if you were Totally Disabled for a period of 20 days under the Peace of Mind Accident Plan (Silver Level), in the first year your payment would be calculated as follows. \$1,000 per month, divided by 30 days, multiplied by 20 = \$666.67.

Benefits for any other loss covered by the Peace of Mind Accident Plan will be paid when we receive written proof from your Medical Practitioner or a Specialist.

Benefits are paid to you. In the event of your Accidental Death, any benefit will be payable to your Beneficiary.

Plan 2: Bodyguard Personal Injury Plan

The different levels of cover are set out in the Bodyguard – Benefits Table on page 20 of this document. The policy schedule we will send to you after your Policy is issued will set out the specific level of cover (if any) that you have selected.

Individual or Family Cover

You may choose to purchase a Bodyguard Personal Injury Plan covering only yourself for the benefits below, or a Bodyguard Family Plan (“Family Plan”) covering you, your Spouse, and any of your unmarried children who are dependent on you for care and support and are under age 18 (“Covered Person”). If you select the Family Plan, any of your children born while this Policy is in force, will be automatically covered under the Plan. Accidental Death cover under this Plan is limited to \$10,000 for children.

Bodyguard Personal Injury Plan Benefits

If due to a Covered Injury, you or a Covered Person suffers one of the insured events listed as follows, we will pay you the benefit set out in your policy schedule. The total amount payable under this Plan for any one Policy Year for each person covered will not exceed an amount equal to the Accidental Death Benefit shown in the policy schedule. In the event you or a Covered Person makes a claim which arises from the same accidental cause and results in more than one of the conditions listed in the policy schedule, our total liability shall not exceed the amount of the Accidental Death benefit shown in the policy schedule. Benefits will not be payable if the Covered Injury is sustained within 14 days from the Commencement Date of the Policy. (The only exception is in the event of Accidental Death within this

period). Benefits payable under the Bodyguard Personal Injury Plan are as follows:

- Accidental Death
- Permanent Total Disability
- Loss of, or total permanent loss of use of both hands or feet
- Loss of, or total permanent loss of use of one hand or one foot
- Loss of sight in both eyes
- Loss of sight in one eye
- Loss of hearing in both ears
- Loss of hearing in one ear
- Loss of one thumb – both joints
- Loss of one thumb – one joint
- Loss of four fingers and a thumb
- Loss of four fingers on either hand
- Loss of one finger – three joints
- Loss of one finger – two joints
- Loss of one finger – one joint
- Loss of all toes – one foot
- Loss of big toe – both joints
- Loss of big toe – one joint
- Loss of any other toe
- Accident confinement
- Minor Fracture
- Major Fracture
- Facial Disfigurement

Accidental Death Benefit

If a Covered Injury results in the Accidental Death of you or a Covered Person within six months of the date of the accident causing the Covered Injury, we will pay the benefit set out in your policy schedule. Accidental Death cover under this Plan is limited to \$10,000 for children. (Please see the Policy for details - Page 15, Section 4.1).

Permanent Total Disability Benefit

We will pay you the benefit set out in your policy schedule, if due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person becomes totally disabled and you or a Covered Person are permanently, totally, and irreversibly unable to perform at least **three of the Activities of Daily Living** listed as follows, either with or without the use of mechanical equipment, special devices or other aids and adaptations generally in use for disabled persons, as confirmed by an appropriate Specialist. Such disability has to continue without interruption for a period of twelve months to establish that disability is permanent.

“The Activities of Daily Living” are:

- Transfer and Mobility - the ability to move from one room to an adjoining room, or from one side of a room to another, or to get in and out of a bed or a chair, without requiring the physical assistance of another person.
- Contenance - the ability to voluntarily control bladder function such as to maintain personal hygiene.
- Eating - all tasks of getting food into the body once it has been prepared.
- Dressing - putting on and taking off all necessary items of clothing without requiring the assistance of another person.
- Toileting - getting to and from the toilet, transferring on and off the toilet, and associated personal hygiene.

(Please see the Policy for details - Page 15, Section 4.2).

Loss of, or Total Permanent Loss of Use of Both Hands or Feet Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both hands (at or above the wrist), or both feet (at or above the ankle) or, you or a Covered Person suffer total, permanent, and irreversible loss of the use of both hands or feet, we will pay you the benefit set out in the policy schedule. Loss must be confirmed by a Specialist. (Please see the Policy for details - Page 15, Section 4.3).

Loss of or Total Permanent Loss of Use of One Hand or One Foot Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one hand (at or above the wrist), or one foot (at or above the ankle) or, you or a Covered Person suffer total, permanent, and irreversible loss of the use of one hand or one foot, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist. (Please see the Policy for details - Page 15, Section 4.4).

Loss of Sight in Both Eyes Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of sight in both eyes, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist. (Please see the Policy for details - Page 15, Section 4.5).

Loss of Sight in One Eye Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of sight in one eye, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist. (Please see the Policy for details - Page 15, Section 4.6).

Loss of Hearing in Both Ears Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of hearing in both ears, we will pay you the benefit set out in your policy schedule. Loss must be measured by an audiogram and certified by a Specialist. (Please see the Policy for details - Page 15, Section 4.7).

Loss of Hearing in One Ear Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of hearing in one ear, we will pay you the benefit set out in your policy schedule. Loss must be measured by an audiogram and certified by a Specialist. (Please see the Policy for details - Page 15, Section 4.8).

Loss of One Thumb – Both Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both joints of one thumb, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 15, Section 4.9).

Loss of One Thumb – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of one thumb, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 15, Section 4.10).

Loss of Four Fingers and a Thumb Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of four fingers and a thumb on either hand, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.11).

Loss of Four Fingers on Either Hand Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of four fingers on either hand, we will pay the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.12).

Loss of One Finger – Three Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of three joints of one finger, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 15, Section 4.13).

Loss of One Finger – Two Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of two joints of one finger, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.14).

Loss of One Finger – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of one finger, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.15).

Loss of All Toes – One Foot Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of all toes on one foot, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.16).

Loss of Big Toe – Both Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both joints of the big toe, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.17).

Loss of Big Toe – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of the big toe, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.18).

Loss of Any Other Toe Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of any toe other than the big toe, we will pay you the benefit set out in your policy schedule. (Please see the Policy for details - Page 16, Section 4.19).

Accident Confinement Benefit

If, due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person are Totally Disabled and continuously confined to bed (without interruption) and a Medical Practitioner certifies that you or a Covered Person require the Full Time Care of a Professional Carer during such confinement, we will pay you the daily benefit set out in your policy schedule, starting with the first day of this confinement and continuing for up to one year. (Please see the Policy for details - Page 16, Section 4.20).

Fracture – Minor and Major Fracture Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person are medically diagnosed with a Fracture within three months of the accident, we will pay you the benefit set out in your policy schedule. The amount of the benefit depends on whether the Fracture is classified as a Minor or a Major Fracture.

Minor Fracture means the breaking of the nose, teeth, ribs, fingers, thumbs, or toes.

Major Fracture means the breaking of any other bone of the body that is not considered a “Minor Fracture”. In the case of multiple fractures occurring as a result of any one accident, only one benefit, the greater, is payable for each person covered. (Please see the Policy for details - Page 16, Section 4.21).

Facial Disfigurement Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer permanent facial disfigurement to the extent of not less than two square centimetres of scar tissue, or a scar of at least two centimetres in length in the area from the hairline to and including the lower jaw and ears, we will pay you the benefit set out in your policy schedule.

Benefit Limitation: Only one Facial Disfigurement Benefit is payable in respect of you and each Covered Person per Policy Year, for Covered Injuries occurring during that Policy Year and while this Policy is in force. (Please see the Policy for details - Page 16, Sections 4.22).

Payment of Benefits

Benefits for loss covered by the Bodyguard Personal Injury Plan will be paid when we receive written proof of you or a Covered Person’s loss.

Benefits are paid to you. In the event of your Accidental Death, any benefit will be payable to your Beneficiary.

Increasing Your Cover

Subject to you or a Covered Person meeting our underwriting requirements and the payment of an additional premium, if you do not hold the maximum level of cover offered by us from time to time, we will allow you to increase your cover to the limit offered by us. The additional cover will take effect from the Commencement Date stated in the revised policy schedule we will send to you, subject to the payment in full of any additional premium payable.

Exclusions

The Policy does not cover you, or a Covered Person, for loss that is in any way caused or contributed to by:

- illness or disease;
- any self-inflicted injury, or committing or attempting to commit suicide;
- engagement in aviation, other than as a fare-paying passenger on a fare-charging commercial airline;
- a Pre-existing Injury Condition, (as defined in the definitions on page 13 of this document);
- war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power.
- any act of terrorism;

- being under the influence of, or being affected (temporarily or otherwise) by alcohol or drugs, except those as prescribed by a Medical Practitioner and taken in accordance with medical instructions;
- Covered Injury sustained while outside of Australia, New Zealand, European Union Member States, the United States of America, or Canada. (In limited circumstances coverage may be afforded under the Public Transport Passenger Accident Benefit).

(Please see the Policy for details - Page 17, Section 5).

How to Make a Claim

If you need to make a claim, you should tell us about the circumstances giving rise to the claim as soon as possible, and complete our claim form (available from our Authorised Representatives, from our website, or upon request) within 30 days after your loss has occurred, or as soon as reasonably possible.

When Your Policy will End

Your Policy will end as soon as one of the following occurs:

- an instalment premium remains unpaid after 31 days from the Premium Due Date during the Policy term;
- you cancel your Policy;
- we do not offer to renew the Policy at the expiry of the Policy term, or any subsequent renewal term, or should you choose not to renew the Policy for a further term and the policy term elapses;
- upon payment in respect of your Permanent Total Disability (Bodyguard Personal Injury Plan only);
- you die;
- on the first Premium Due Date after you have reached age 70;
- we cancel your Policy in accordance with applicable law.

Under the Bodyguard Family Plan, cover for your children will cease when the child reaches age 18, or is married, or dies, or upon payment for Permanent Total Disability in respect of the child, or upon the termination of cover, whichever comes first. Cover for your Spouse under the Bodyguard Family Plan ceases upon the divorce (or separation for a de facto Spouse) of you and your Spouse, or when your Spouse reaches age 70, or dies, or upon payment for Permanent Total Disability, or upon the termination of cover, whichever comes first.

Duty of Disclosure

We rely on the information you provide us with to decide whether to insure you and the terms on which we will insure you. This is called your Duty of Disclosure.

What must you tell us?

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

Who needs to tell us?

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

If you do not tell us?

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having commenced.

The information that you provide in the Application Form and Fact Find document helps us to assess the level of risk that we are being asked to cover. You should contact us if you have any questions about what you should disclose.

Appropriate Coverage

It is important that you consider whether the terms, cover, and conditions of the Policy are relevant and suitable to your needs and circumstances. You should continue to review your cover for its relevance and suitability on a regular basis.

Confirmation of Transaction

The *Corporations Act 2001* (Cth) requires us to provide you with written or electronic confirmation of the premium payments for your Policy as soon as is reasonably practicable after the payment transaction or, alternatively, we are required to inform you about our facility by which you can, for yourself, get a written confirmation of the transaction.

Our customer service staff are able to provide you with written confirmation of any payment transaction upon request. If you wish to obtain written confirmation of your payment, including details such as the date, premium payable and your 14 day cooling-off period, call our toll free number **1300 300 480** to obtain this information at no cost to you. If you would prefer to use an alternative facility as a means of obtaining confirmation, please write to us or telephone us and

we will provide you with written confirmation as soon as reasonably practicable after each payment transaction.

Cooling-off Period and Cancellation of Policy

After you have applied for the Policy and paid your first premium, you have 14 days to check that the Policy meets your needs. This is known as the cooling-off period.

If you decide that the Policy does not meet your needs, we will cancel the Policy and refund your money without any charges as long as you have not made a claim under the Policy and notify us in writing or electronically at our address as notified to you within 14 days of the Commencement Date of the Policy. Please quote the Application number located on your Application in any correspondence.

You may also cancel the Policy within 14 days of any subsequent payment of the Policy, by notifying us in writing electronically or otherwise, of your request to cancel. We will refund to you the last premium payment collected and the Policy will terminate from the Premium Due Date. You cannot exercise these rights of cancellation if a claim has been made during a period of cover to which this 14 day cooling-off period applies.

After the 14 day cooling-off period, you may cancel your Policy at any time by writing to us and advising us to cancel your Policy. If you are paying premiums by six monthly or annual instalment, we will refund any unearned premium on a pro-rata basis and cancellation will take effect on the date that your written instruction is received by us. We will not refund any remaining premium if you are paying by monthly instalment, and cancellation will take effect from the next Premium Due Date.

Issue of this Policy is subject to our review of your medical history and information. If any such information does not meet our requirements, then we may cancel this Policy.

Code of Practice

We have adopted the General Insurance Code of Practice. The Code was designed to promote understanding between insurers, agents, and consumers by setting standards for insurers to follow in their dealings with the public. It has a lot to say about your rights as a consumer to receive communications from your insurer promptly and in plain language. It also says that you should have access to a free internal disputes resolution process if you have a complaint. Our Disputes Officer will review your complaint in a timely manner and if you are not satisfied, will advise you of the option of the free external disputes resolution process outlined below, for any disputes relating to a claim under the Policy. If you would like more information about the Code, call us on our toll free number **1300 300 480** or visit www.codeofpractice.com.au

Complaints

Internal Disputes Resolution Process

You have access to our free internal disputes resolution (IDR) process. Our IDR process relates to any aspect of our service, including claims handling, or any problems you have experienced in dealing with our staff or authorised representatives.

Our Disputes Officer is available to review any complaints that you may have about our service. If you would like to make a complaint, the following steps should be taken:

Step 1 - Making a Complaint

Phone, write to, fax, or email our customer service department and advise us of your complaint. It is important that you let us know that you are not happy and the reason(s) why, so that we can attempt to find a solution that appropriately addresses your concerns.

Customer Service Department

c/o Combined Insurance
PO Box 403
North Sydney NSW 2059
Toll Free: 1300 300 480
Fax: (02) 9922 2096
Email: complaints@combined.com.au

We will respond to your complaint within 15 business days, or if further investigation or information is required, we will work with you to agree on reasonable alternative timeframes.

Step 2 - Lodging a Dispute

If your complaint is not resolved to your satisfaction and so becomes a dispute, please write to our Disputes Officer or advise a customer service representative that you would like the complaint to be referred to our Disputes Officer. Please outline your concerns and the reasons why you feel that we should review the original decision.

You may forward your dispute in writing to:

The Disputes Officer

c/o Combined Insurance
PO Box 403
North Sydney NSW 2059
Fax: (02) 8912 9699
Email: complaints@combined.com.au

In handling your dispute, our Disputes Officer is obliged to be fair and timely. In most cases, you will receive a reply within 15 business days from our receipt of your dispute. If further investigation or information is required, we will work with you to agree on reasonable alternative timeframes.

Step 3 - External Review

If you are unhappy with our final decision, or we have been unable to resolve your original complaint within 45 days, you may seek an external review of our decision concerning your complaint through the Financial Ombudsman Service ("FOS").

External Disputes Resolution

At any time you may contact the Financial Ombudsman Service (“FOS”). The FOS is an independent organisation offering free and accessible dispute resolution services to financial services consumers across Australia. The General Insurance division of FOS resolves general insurance disputes that are covered by its “Terms of Reference”. If you wish your dispute to be reviewed by FOS you must refer your dispute to FOS within two years of the date of our IDR decision and you can do this by contacting FOS at:

Financial Ombudsman Service

GPO Box 3
Melbourne VIC 3001
Toll Free: 1300 780 808
Ph: (03) 9613 7366
Fax: (03) 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

If your complaint cannot be reviewed by the FOS, we will endeavour to refer you to an appropriate external body.

Financial Claims Scheme and Compensation Arrangements

We are an insurance company authorised under the Insurance Act 1973 (Insurance Act) 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. The Insurance Act 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 ACE were to fail and were unable to meet our obligations under the Policy, a person entitled to claim under insurance cover 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 <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60; and
- we are exempted by the Corporations Act 2001 from the requirement to meet the compensation arrangements 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 of Chapter 7 of that Act. We have compensation arrangements in place that are in accordance with the Insurance Act.

Your Privacy

We are committed to protecting your privacy. We collect, use and retain your personal information in accordance with the National Privacy Principles. Our detailed privacy policy is available on our website at www.combined.com.au.

We and our Authorised Representatives collect your personal information (which may include health information and banking details) 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 with insurance or to respond to any claim.

We may disclose the information we collect to third parties. These include 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 within the ACE Group, 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 have previously provided us with permission to show your name for marketing purposes, you may revoke this permission at any time in writing to us, or by calling our customer service centre toll free on 1300 300 480.

If you would like to access a copy of your personal information, or to correct or update your personal information, please contact our Privacy Officer c/o Combined Insurance, PO Box 403, North Sydney NSW 2059.

Updating Our PDS

We may update the information contained in our PDS when necessary. A paper copy of any updated information is available to you at no cost by calling us or can be accessed on our website at www.combined.com.au.

We will issue You with a new PDS or a supplementary PDS 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.

Combined Insurance Contact Details

The Policy is issued by ACE Insurance Limited,
ABN 23 001 642 020, AFSL 239687.

Combined Insurance is a division of ACE
Insurance Limited.

Combined Insurance contact details are as follows:

Street Address

51 Berry St
North Sydney NSW 2060

Postal Address

PO Box 403
North Sydney NSW 2059

Ph: (02) 9922 5033 or Toll Free: 1300 300 480

Fax: (02) 9922 2096

Email: customer@combined.com.au

Website: www.combined.com.au

Part 2 - Accident Policy Terms and Conditions

This Policy document contains the details of the legal agreement between the Insured (“you” or “your”) and Combined Insurance a division of ACE Insurance Limited (“we”, “our”, or “us”). We call this part the “Policy” and it provides information concerning the type and extent of the cover being provided under each Plan, restrictions, exclusions, special conditions and any mutual obligations. Please read your Policy carefully and retain it in a safe place for future reference.

Section 1 - Your Policy

1.1 Benefits

Your Policy is a legal agreement between you and us. In return for the payment of the applicable premium, and on the basis of the statements made in the Fact Find Document and the Application, we will pay you, subject to the terms, conditions, and exclusions of your Policy, a benefit (as stated in the policy schedule we will send to you) for loss resulting from a Covered Injury.

1.2 Policy Documents

Your Policy is made up of the following documents:

- (i) The Policy terms and conditions which are set out in this Part 2 of the document.
- (ii) The Application form and Fact Find Document which form the basis on which we decide whether to provide you with cover, and if so, on what terms, and in which you have disclosed all relevant information and selected your level of cover.
- (iii) The policy schedule which shows the details of the Plan(s) you have chosen.

- (iv) Any endorsement to this Policy, which is signed by our Authorised Officer.

Together these documents set out the full terms and conditions that apply to your Policy. None of our other representatives apart from our Authorised Officer is authorised to amend or change your Policy.

1.3 Eligibility

You will only be eligible to purchase the Policy if you:

- are age 16 or over; and
- are under age 65; and
- qualify in accordance with Combined Insurance’s underwriting requirements.

1.4 Paying Your Premium

The premium for the Policy is fixed for the Policy term of one year, subject to the indexation amount referred to in clause 1.6 that applies if you choose to renew the Policy.

After you have paid your first instalment, future instalments may be payable by direct debit or credit card from your bank, credit union or building society account or by cheque. The first instalment of your premium is due on the Commencement Date. Subsequent instalment premiums are due at the intervals following the Commencement Date shown in the policy schedule.

If your first instalment is dishonoured or not received by the due date, this Policy will not commence and will be taken to have never commenced. This means you will not be covered if you make a claim. If any subsequent instalment premium is paid by a cheque, credit card or bank debit that is not honoured, your Policy will terminate in accordance with clause 1.5.

1.5 Non-Payment of Renewal Premium or Instalments

If an instalment remains unpaid for 31 days after the relevant Premium Due Date, your Policy will be cancelled from the end of the last day of that 31 day period. If the premium is received during this 31 day period, we will not refuse to pay any claim covered by the Policy on the basis that the premium was not paid by the Premium Due Date.

1.6 Benefits and Premiums are Indexed

If you choose to renew the Policy, both the benefits and premiums are indexed to increase on the annual renewal of the Policy for the first ten renewals. The benefits and premiums are indexed to increase upon renewal at the rate of 5% of the initial Policy benefit and premium values respectively (that is, 5% of the Policy benefit and premium values that applied during the first year of cover – the increase is not compounded).

This means that upon the annual renewal 5% of the benefit and premium values respectively that applied during the first year of cover will be added to the respective benefit and premium values that

applied during the period of cover immediately prior to that renewal. This indexation amount ceases to apply after ten renewals (total eleven years of cover). This indexation of benefits and premiums does not limit our right under Clause 7.4 to vary the rate of renewal premium for any renewal term including those renewal terms in which the indexation amount applies.

The amount of benefit payable for a loss is the benefit applicable at the date of the accident.

1.7 Notification of Variation from Standard Cover

This Policy varies from the standard cover specified in the *Insurance Contracts Act 1984* (Cth) ("Standard Cover") for sickness and accident insurance contracts. In particular, it is important for you to note that:

- (a) Policy benefits are specified in this document and the amounts are set out in the benefits tables on page 20 of this document and in the policy schedule we will send to you;
- (b) Total Disability must commence within three months of you or a Covered Person sustaining a Covered Injury – see Page 14 - Section 3.1.1;
- (c) Partial Disability must either begin within three months of you or a Covered Person sustaining a Covered Injury or immediately following a period of Total Disability for which benefits are payable under this Policy – see Page 14 Section 3.1.2;
- (d) Section 5 - Exclusions sets out the circumstances in which this Policy will not cover a loss;
- (e) Disability benefits in the policy schedule are expressed as a monthly amount. We calculate the daily benefit by dividing the monthly benefit by 30 days; and
- (f) the Bodyguard Personal Injury Plan does not cover Total or Partial Disability.
- (g) the definition of "Covered Injury" in the Policy Document on page 13 varies from the standard cover definition of "Accidental Injury" in the *Insurance Contracts Regulations 1985* (Cth).

Section 2 - Definitions

Some words are used frequently and have a special meaning in your Policy.

The meanings are explained below.

"Accidental Death" means death solely due to a Covered Injury sustained after the Commencement Date.

"Application" means the document by which you apply for the Policy and shows the Plans and level of cover selected.

"Authorised Officer" means an officer authorised by us to amend your Policy or sign an endorsement to your Policy. Our Authorised Representative is not Authorised Officer.

"Beneficiary" means the person or persons you have nominated on the Policy Application or in writing, who will be paid the proceeds of this Policy in the event of your Accidental Death. You may change your Beneficiary at any time by writing to us.

"Commencement Date" means the date that cover commences as shown in the Application and the policy schedule, subject to the payment of the premium on or before the relevant Premium Due Date.

"Covered Injury" means bodily harm resulting from an accident occurring while this Policy is in force and is due to violent, external, and visible means, but does not include sickness, post-traumatic stress, or a Pre-existing Injury Condition.

"Covered Person" (Family Bodyguard Plan only) means your Spouse and your unmarried dependant children (including stepchildren and legally adopted children) under age 18 at the date of the event giving rise to the claim.

"Full Time Care of a Professional Carer" means 24 hour a day care provided by a Professional Carer.

"Insured" means the person named as the Insured on the Application Form and policy schedule, and to whom benefits will be made payable.

"Major Fracture" means the breaking of any other bone of the body that is not considered a Minor Fracture.

"Medical Practitioner" means a licensed medical practitioner operating within the scope of his or her licence, and who is not a member of your immediate family and is acceptable to us.

"Minor Fracture" means the breaking of the nose, teeth, ribs, fingers, thumbs, or toes.

"Paraplegia" means total and permanent loss of function of the lower limbs due to a spinal cord injury.

"Partially Disabled" means the ability to perform one or more, but not all of the substantial duties of your business or occupation (or usual activities if you are not currently employed).

"Policy year" means twelve months computed from the receipt of the Application form and, where applicable, twelve months computed from each subsequent anniversary.

"Pre-existing Injury Condition" means an injury condition for which you or a Covered Person received medical advice or treatment within 24 months before the Commencement Date. Specifically for Total and Partial Disability Benefits only under the Peace of Mind Accident Plan, beginning 24 months after the Commencement Date, your injury condition will no longer be considered a Pre-existing Injury Condition, and you will be covered for loss that commences from that date on.

"Premium Due Date" means the due date for receipt of renewal or instalment premiums payable for this Policy.

"Professional Carer" means a person (who is not a family member of you or a Covered Person) who provides assistance with bathing, toileting, eating and dressing, in return for payment made by or on behalf of you.

“**Quadriplegia**” means total and permanent loss of function of the lower limbs and total and permanent loss of function of the upper limbs. In both cases the loss must be due to a spinal cord injury.

“**Specialist**” means a duly qualified Medical Practitioner specialising in the medical discipline relevant to the Covered Injury and is not related to you by blood or marriage.

“**Spouse**” means your partner in a legally recognised marriage or de-facto relationship.

“**Totally Disabled**” means the inability to perform each of the substantial duties of your business or occupation (or usual activities if you are not currently employed).

“**Waiting Period**” means the period you must be disabled for before any benefits for Disability will begin and is shown in the policy schedule.

“**we**”, “**our**”, or “**us**” means Combined Insurance a division of ACE Insurance Limited.

“**you**” or “**your**” means the Insured named in the policy schedule.

Section 3: Plan 1

Peace of Mind Accident Plan Benefits

The following benefits apply to the Peace of Mind Accident Plan.

3.1 Disability Benefit

The Peace of Mind Accident Plan covers you, subject to the Policy terms and conditions, for both Total and Partial Disability due to a Covered Injury. The monthly benefits payable for Total or Partial Disability will be set out in the policy schedule.

3.1.1 Total Disability Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are Totally Disabled, we will pay you the benefit set out in your policy schedule. Depending on your Waiting Period selection, we will pay you either from the first, fifteenth, or thirty-first day of Total Disability and for a specified benefit period of up to twelve months while you remain Totally Disabled. Total Disability due to Covered Injury must begin within three months of the accident.

3.1.2 Partial Disability Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are Partially Disabled, we will pay you the benefit set out in your policy schedule. Depending on your Waiting Period selection, we will pay you either from the first, fifteenth, or thirty-first day of Partial Disability and for a specified benefit period of up to one month while you remain Partially Disabled. Should a period of Partial Disability immediately follow a period of Total Disability for which you have already been subject to a Waiting Period, then we will pay you the Partial Disability benefit from the first day of such disability. Partial Disability must either begin within three months of the accident, or immediately following a period of Total Disability for which benefits are payable.

3.2 Fracture Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you are medically diagnosed with a Fracture within three months of the accident, we will pay you the benefit set out in your policy schedule. The amount of the benefit depends on whether the Fracture is classified as a Minor or a Major Fracture.

Minor Fracture means the breaking of the nose, teeth, ribs, fingers, thumbs, or toes.

Major Fracture means the breaking of any other bone of the body that is not considered a “Minor Fracture”.

In the case of multiple fractures occurring as a result of any one accident, only one benefit, the greater, is payable.

3.3 Accidental Death, Paraplegia, or Quadriplegia Benefit

We will pay a benefit as set out in your policy schedule in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury where your Accidental Death, Paraplegia, or Quadriplegia occurs within six months of the accident causing the Covered Injury. The amount of the benefit payable will depend on the manner in which your Accidental Death, Paraplegia, or Quadriplegia occurs.

3.3.1 Any Accident Benefit

A benefit will be paid under the Any Accident Benefit in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained in any accident not specified in Sections 3.3.2 and 3.3.3 below.

3.3.2 Travel Accident Benefit

A benefit will be paid under the Travel Accident Benefit in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained either:

- by being struck, knocked down or run over, on a public road, by any moving vehicle; or,
- while driving or riding in any motor car, taxi, truck or tractor; or,
- while riding on any motorcycle.

3.3.3 Public Transport Passenger Accident Benefit

A benefit will be paid under the Public Transport Passenger Accident Benefit in the event your Accidental Death, Paraplegia, or Quadriplegia is caused by a Covered Injury sustained while travelling as a fare-paying passenger on a fare-charging regularly scheduled service that originates or terminates in Australia, New Zealand, European Union Member States, the United States of America, or Canada. Vehicles included are planes, ships, trains, buses, coaches, or trams, that are licensed as common carriers (this excludes taxis).

Section 4: Plan 2

Bodyguard Personal Injury Plan Benefits

The following benefits apply to the Bodyguard Personal Injury Plan.

4.1 Accidental Death Benefit

If a Covered Injury results in the Accidental Death of you or a Covered Person within six months of the date of the accident causing the Covered Injury, we will pay the benefit set out in your policy schedule. The Accidental Death benefit is limited to a payment of \$10,000 upon the accidental death of a child under the Family Plan.

4.2 Permanent Total Disability Benefit

We will pay you the benefit set out in your policy schedule, if due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person becomes totally disabled and you or a Covered Person are permanently, totally, and irreversibly unable to perform at least **three of the Activities of Daily Living** listed as follows, either with or without the use of mechanical equipment, special devices or other aids and adaptations generally in use for disabled persons, as confirmed by an appropriate Specialist. Such disability has to continue without interruption for a period of twelve months to establish that disability is permanent.

“The Activities of Daily Living” are:

- Transfer and Mobility - the ability to move from one room to an adjoining room, or from one side of a room to another, or to get in and out of a bed or a chair, without requiring the physical assistance of another person.
- Contenance - the ability to voluntarily control bladder function such as to maintain personal hygiene.
- Eating - all tasks of getting food into the body once it has been prepared.
- Dressing - putting on and taking off all necessary items of clothing without requiring the assistance of another person.
- Toileting - getting to and from the toilet, transferring on and off the toilet, and associated personal hygiene.

4.3 Loss of, or Total Permanent Loss Of Use of Both Hands or Feet Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both hands (at or above the wrist), or both feet (at or above the ankle) or, you or a Covered Person suffer total, permanent, and irreversible loss of the use of both hands or feet, we will pay you the benefit set out in the policy schedule. Loss must be confirmed by a Specialist.

4.4 Loss of, or Total Permanent Loss of Use of One Hand or One Foot Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one hand (at or above the wrist), or one foot (at or above the ankle) or, you or a Covered Person suffer total, permanent, and irreversible loss of the use of one hand or one foot, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist.

4.5 Loss of Sight in Both Eyes Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of sight in both eyes, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist.

4.6 Loss of Sight in One Eye Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of sight in one eye, we will pay you the benefit set out in your policy schedule. Loss must be confirmed by a Specialist.

4.7 Loss of Hearing in Both Ears Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of hearing in both ears, we will pay you the benefit set out in your policy schedule. Loss must be measured by an audiogram and certified by a Specialist.

4.8 Loss of Hearing in One Ear Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer total, permanent, and irreversible loss of hearing in one ear, we will pay you the benefit set out in your policy schedule. Loss must be measured by an audiogram and certified by a Specialist.

4.9 Loss of One Thumb – Both Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both joints of one thumb, we will pay you the benefit set out in your policy schedule.

4.10 Loss of One Thumb – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of one thumb, we will pay you the benefit set out in your policy schedule.

4.11 Loss of Four Fingers and a Thumb Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of four fingers and a thumb on either hand, we will pay you the benefit set out in your policy schedule.

4.12 Loss of Four Fingers on Either Hand Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of four fingers on either hand, we will pay the benefit set out in your policy schedule.

4.13 Loss of One Finger – Three Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of three joints of one finger, we will pay you the benefit set out in your policy schedule.

4.14 Loss of One Finger – Two Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of two joints of one finger, we will pay you the benefit set out in your policy schedule.

4.15 Loss of One Finger – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of one finger, we will pay you the benefit set out in your policy schedule.

4.16 Loss of All Toes – One Foot Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of all toes on one foot, we will pay you the benefit set out in your policy schedule.

4.17 Loss of Big Toe – Both Joints Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of both joints of the big toe, we will pay you the benefit set out in your policy schedule.

4.18 Loss of Big Toe – One Joint Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of one joint of the big toe, we will pay you the benefit set out in your policy schedule.

4.19 Loss of Any Other Toe Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer the severance (without re-attachment) of any toe other than the big toe, we will pay you the benefit set out in your policy schedule.

4.20 Accident Confinement Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person are Totally Disabled and continuously confined to bed (without interruption) and a Medical Practitioner certifies that you or a Covered Person require the Full Time Care of a Professional Carer during such confinement, we will pay you the daily benefit set out in your policy schedule, starting with the first day of this confinement and continuing for up to one year.

4.21 Fracture Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person are medically diagnosed with a Fracture within three months of the accident, we will pay you the benefit set out in your policy schedule. The amount of the benefit depends on whether the Fracture is classified as a Minor or a Major Fracture.

Minor Fracture means the breaking of the nose, teeth, ribs, fingers, thumbs, or toes.

Major Fracture means the breaking of any other bone of the body that is not considered a “Minor Fracture”.

In the case of multiple fractures occurring as a result of any one accident, only one benefit, the greater, is payable.

4.22 Facial Disfigurement Benefit

If due to a Covered Injury sustained after 14 days from the Commencement Date of the Policy, you or a Covered Person suffer permanent facial disfigurement to the extent of not less than two square centimetres of scar tissue, or a scar of at least two centimetres in length in the area from the hairline to and including the lower jaw and ears, we will pay you the benefit set out in your policy schedule.

Benefit Limitation: Only one Facial Disfigurement Benefit is payable in respect of you and each Covered Person per Policy Year, for Covered Injuries occurring during that Policy Year and while this Policy is in force.

4.23 Individual or Family Bodyguard Personal Injury Plans

If you have selected the Bodyguard Personal Injury Plan, this Plan covers you only. If you have selected the Bodyguard Family Plan (“Family Plan”), this Plan covers you, your Spouse, and any eligible child under age 18. (Please refer to the definition of “Covered Person” – Section 2 on page 13 of this Policy).

Benefit Limitation: The total amount payable under this Plan for any one Policy Year for each person covered will not exceed an amount equal to the Accidental Death Benefit shown in the policy schedule.

In the event you or a Covered Person make a claim which arises from the same accidental cause and results in more than one of the conditions listed in the policy schedule, our total liability shall not exceed the amount of the Accidental Death benefit shown in the policy schedule.

Section 5: Exclusions

Exclusions are those events and happenings for which cover is not included in your Policy. This means that you, or a Covered Person, will not be covered under this Policy for loss that is in any way caused or contributed to by:

- (i) illness or disease;
- (ii) any self-inflicted injury, or committing or attempting to commit suicide;
- (iii) engagement in aviation other than as a fare-paying passenger on a fare-charging commercial airline;
- (iv) a Pre-existing Injury Condition, (as defined in the definitions on page 13 of this document);
- (v) war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power;
- (vi) any act of terrorism;
- (vii) being under the influence of, or being affected (temporarily or otherwise) by alcohol or drugs, except those as prescribed by a Medical Practitioner and taken in accordance with medical instructions;
- (viii) Covered Injury sustained while outside of Australia, New Zealand, European Union Member States, the United States of America, or Canada. (In limited circumstances coverage may be afforded under the Public Transport Passenger Accident Benefit).

Section 6: Claims

6.1 How to Make a Claim on Your Policy

If you need to make a claim, you should tell us about the circumstances giving rise to your claim under your Policy as soon as possible and complete a claim form within 30 days after your loss has occurred, or as soon as reasonably possible. Our claim form is available from our Authorised Representatives, from our website or by calling us on our toll free number **1300 300 480**. If you cannot complete our claim form, you should still provide us with whatever proof and documentation supporting this claim as we may reasonably require.

6.2 Proof of Loss

To claim for Total Disability, Partial Disability, or Accident Confinement, written proof acceptable to us must be provided to us at our Australian Head Office within three months of the end of each period of Disability for which you are claiming.

To claim for Accidental Death, Paraplegia, Quadriplegia, or Permanent Total Disability, written proof acceptable to us must be given to us within six months of the date of your Death, or the date you became Paralysed, or the date you became Permanently Totally Disabled, or as soon after as is reasonably possible.

To claim for a Fracture or any other benefit not mentioned above, written proof must be given to us within three months of the diagnosis, dismemberment, or loss of use.

If you are unable to provide us with the proof we require within the time frame specified, you must provide it as soon as reasonably possible. However, the proof must be received by us no later than one year from the time specified, or we may refuse the claim.

6.3 Claim Forms Completed at your Expense

While a claim continues, any claim form or progress form completed by a Medical Practitioner or Specialist to support the claim will be supplied at your own expense.

6.4 Medical Examination at our Expense

We may request that you, or a Covered Person undergo one or more medical examination(s) at our expense at a time and by any Medical Practitioner or Specialist we may choose. Failure to comply with our request may result in the claim being refused.

6.5 How do we pay claims?

For ongoing Total or Partial Disability and Accident Confinement, we will pay benefits on a monthly basis upon the receipt of written proof, satisfactory to us, of continuing disability or confinement. Monthly benefits are calculated on the basis of a 30 day month. That is the daily benefit is calculated by dividing the monthly benefit by 30.

Benefits for any other loss covered by the Policy will be paid when we receive written proof satisfactory to us of loss.

In the event you or a Covered Person disappear and death is presumed to be the result of an accident, for the purposes of claiming under this Policy, Accidental Death will not be presumed unless you or a Covered Person have been missing for more than one year. In this instance, claim payment will be based upon a Coroner's findings.

6.6 Who are benefits paid to?

Benefits are paid to you. In the event of your Accidental Death, any benefit will be payable to the Beneficiary listed on your Application Form.

Section 7: General Policy Conditions

7.1 Variations to the Terms and Conditions of your Policy

No term or condition of your Policy may be waived or modified unless this change is approved in writing by our Authorised Officer.

7.2 Misrepresentations and Non-Disclosure

Subject to the provisions of the *Insurance Contracts Act 1984* (Cth), if you do not comply with your duty of disclosure provided for by the *Insurance Contracts Act 1984* (Cth) and outlined in this Policy, then we, at our option, can reduce our liability under the Policy or cancel the Policy as if it never commenced.

7.3 Policy Term

This Policy is issued for a term of one year starting on the Commencement Date, beginning and ending at 12 noon standard time, at the place where you reside.

7.4 Renewal Term

At the expiry of the Policy Term, we may offer to renew the Policy for a further annual term. We do not guarantee the amount of premiums or benefits at the time of any renewal of the Policy, but will advise you of any change to the premium at least 30 days prior to renewal.

7.5 No Waiver

If we accept a premium payment (or part of a premium payment) in error, when the Policy has lapsed, this does not mean that we have waived any of these Policy provisions and in these circumstances we will refund the amount of premium received by us if your Policy has not been reinstated.

7.6 Concurrent Disability

If you suffer Total or Partial Disability as the result of more than one Covered Injury, benefits will be paid as if your Disability were the result of only one Covered Injury.

7.7 Recurrent Disability

Successive Periods of Total Disability or Partial Disability will be considered to be one period of disability, unless such periods are separated by at least six months, or the disabilities resulted from a different or unrelated covered injury.

7.8 Premium Correction and Adjustment

In the event the premium amount written in the Application does not correspond to the Plan selected in the Application, we will correct the amount of premium to correspond to the Plan selected in the Application. We will then advise you of any correction or adjustment.

7.9 Your right to Cancel

After you have applied for the Policy and paid your first premium, you have 14 days to check that the Policy meets your needs. This is known as the

cooling-off period. If you decide that the Policy does not meet your needs, we will cancel the Policy and refund your money without any charges as long as you notify us, in writing or electronically at our address as notified to you, within 14 days of the Commencement Date of the Policy. Please quote the Application Number in any correspondence.

You may also cancel the Policy within 14 days of any subsequent payment of the Policy, by notifying us in writing or electronically, of your request to cancel. We will refund to you the last premium payment collected, and the Policy will terminate from the Premium Due Date.

You cannot exercise these rights of cancellation if a claim has been made during a period of cover to which this 14 day cooling-off period applies.

After this 14 day cooling-off period, you may cancel your Policy at any time by writing to us and advising us to cancel your Policy. If you are paying premiums by semi-annual or annual instalment, we will refund any unearned premium on a pro-rata basis, and cancellation will take effect on the date that your written instruction is received by us. We will not refund any remaining premium if you are paying by monthly instalment, and cancellation will take effect from the next Premium Due Date.

7.10 Our Right to Cancel

Issue of this Policy is subject to our review of your medical history and other information. If any such information does not meet our underwriting requirements then we may cancel this Policy. We may also decline to offer to renew this Policy.

7.11 Termination of your Policy

Your Policy will terminate when the first of the following events occurs:

- (i) you do not pay the instalment premium and your Policy lapses in accordance with clause 1.5;
- (ii) you cancel your Policy in accordance with clause 7.9;
- (iii) at the expiry of the Policy term or any subsequent Renewal term if we do not offer to renew this Policy, in accordance with Clause 7.10, or should you choose not to renew this Policy for a further term;
- (iv) you die;
- (v) upon payment in respect to your Permanent Total Disability (Bodyguard Personal Injury Plan only);
- (vi) upon the first Premium Due Date after you attain age 70;
- (vii) we cancel your Policy in accordance with applicable law.

Under the Bodyguard Family Plan, cover for your children will cease when the child reaches age 18, or is married, or dies, or upon payment for Permanent Total Disability in respect of the child, or upon the termination of cover, whichever comes first. Cover

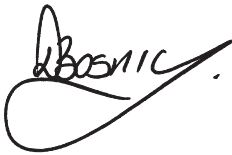
for your Spouse under the Bodyguard Family Plan ceases upon the divorce (or separation for a de facto Spouse) of you and your Spouse, or when your Spouse reaches age 70, or dies, or upon payment for Permanent Total Disability, or upon the termination of cover, whichever comes first.

7.12 Change of Beneficiary

You can change your Beneficiary at any time by giving us written notice. We do not require your Beneficiary's consent to make this change.

7.13 Conformity with Federal, State and Territory laws

Your Policy is governed by the laws of the Commonwealth, States or Territories and any provisions of your Policy which on the Commencement Date of the Policy are in conflict with the laws of the place in which you live on that date are amended to conform with the minimum requirements of these laws.

A handwritten signature in black ink, appearing to read 'Des Bosnic', with a large, sweeping flourish underneath.

Des Bosnic
Executive Vice President
ACE Insurance Limited & Combined Insurance
Australia and New Zealand

APPENDIX

The benefits you can receive under the Plan or Plans you have selected are set out in the benefits tables below.

* These benefit tables are only a brief overview of the benefits and do not include definitions and exclusions.
MAKE SURE TO READ YOUR POLICY FOR DETAILS.

PLAN 1: PEACE OF MIND ACCIDENT PLAN BENEFITS TABLE

BENEFITS*	BRONZE	SILVER	GOLD	PLATINUM	PLATINUM PLUS
1. DISABILITY					
1.(a) Total Disability as a result of a Covered Injury – per month, for up to twelve months	\$500	\$1,000	\$1,500	\$2,000	\$2,500
1.(b) Partial Disability as a result of a Covered Injury – per month, for up to one month	\$250	\$500	\$750	\$1,000	\$1,250
2. FRACTURE					
2.(a) Minor Fracture	\$40	\$80	\$120	\$160	\$200
2.(b) Major Fracture	\$200	\$400	\$600	\$800	\$1,000
3. ACCIDENTAL DEATH, PARAPLEGIA OR QUADRIPLEGIA					
3.(a) Any Accident	\$10,000	\$20,000	\$30,000	\$40,000	\$50,000
3.(b) Travel Accident	\$20,000	\$40,000	\$60,000	\$80,000	\$100,000
3.(c) Public Transport Passenger Accident	\$50,000	\$100,000	\$150,000	\$200,000	\$250,000

PLAN 2: BODYGUARD PERSONAL INJURY PLAN BENEFITS TABLE

BENEFITS*	SILVER	GOLD	PLATINUM
1. Accidental Death ¹	\$100,000	\$200,000	\$300,000
2. Permanent Total Disability ²	\$100,000	\$200,000	\$300,000
3. Loss of, or Total Permanent loss of use of both hands or feet	\$100,000	\$200,000	\$300,000
4. Loss of, or Total Permanent loss of use of one hand or one foot	\$100,000	\$200,000	\$300,000
5. Loss of sight in both eyes	\$100,000	\$200,000	\$300,000
6. Loss of sight in one eye	\$50,000	\$100,000	\$150,000
7. Loss of hearing in both ears	\$100,000	\$200,000	\$300,000
8. Loss of hearing in one ear	\$12,500	\$25,000	\$37,500
9. Loss of one thumb – both joints	\$25,000	\$50,000	\$75,000
10. Loss of one thumb – one joint	\$10,000	\$20,000	\$30,000
11. Loss of four fingers and a thumb	\$50,000	\$100,000	\$150,000
12. Loss of four fingers of either hand	\$25,000	\$50,000	\$75,000
13. Loss of one finger – three joints	\$5,000	\$10,000	\$15,000
14. Loss of one finger – two joints	\$2,500	\$5,000	\$7,500
15. Loss of one finger – one joint	\$1,250	\$2,500	\$3,750
16. Loss of all toes – one foot	\$25,000	\$50,000	\$75,000
17. Loss of big toe – both joints	\$5,000	\$10,000	\$15,000
18. Loss of big toe – one joint	\$2,500	\$5,000	\$7,500
19. Loss of any other toe	\$2,500	\$5,000	\$7,500
20. Accident Confinement Benefit: Totally disabled and continually confined to bed (without interruption) and a Medical Practitioner certifies that the Insured requires the Full Time care of a Professional Carer during this confinement.	\$100 per day, one year maximum	\$200 per day, one year maximum	\$300 per day, one year maximum
21. Fracture Recovery Benefit:			
(21.1) Minor	\$100	\$200	\$300
(21.2) Major	\$800	\$1,600	\$2,400
22. Facial Disfigurement - Lump sum benefit for scar in excess of minimum size ³ :	\$500	\$1,000	\$1,500

1. Under the Family Plan, the Accidental Death benefit on the lives of children under 18 is limited to \$10,000. 2. Inability to perform at least 3 out of 5 activities of daily living as defined in the policy conditions. 3. Only one Facial Disfigurement Benefit is payable in respect of you and each Covered Person per Policy Year, for Covered Injuries occurring during that Policy Year and while this Policy is in force.



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