



LEASE PROTECTOR
PRODUCT DISCLOSURE STATEMENT (PDS) and
POLICY WORDING

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Important information about this PDS and Policy Wording

This document is a PDS and is also our insurance Policy Wording. This document contains important information required under the Corporations Act 2001 (the Act) and has been prepared to assist You in understanding Lease Protector insurance and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

You should read the PDS, Policy Wording and Policy Schedule of this insurance to obtain a complete description of all the benefits, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that You keep them in a safe place for future reference.



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Product Disclosure Statement (PDS)

General advice

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

Preparation Date

This PDS was prepared on 27 June, 2005. Other documents may form part of Our PDS and if they do, We will tell You in the relevant document.

1. About the Insurer and the Promoter

ACE Insurance Limited (ABN 23 001 642 020, AFS Licence No. 239687) (**ACE**) is the issuer of this insurance 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

The promoter of this product is Freeman McMurrick Pty Ltd (ABN 50 006 767 540, AFS Licence No. 236653) (**Freeman McMurrick**). Freeman McMurrick receives a commission from ACE of up to 20% of Your premium after deduction of taxes and governments charges for referring You to Us. In referring You to Us, Freeman McMurrick acts on Our behalf and not on Your behalf.

2. Cover We offer

When applying for this insurance You will need to complete an application. We will use the information supplied to decide the terms of cover We will provide. We provide cover to You on the terms contained in the application, the Policy Wording and any other document including the most recent Policy Schedule that We issue to You.

The Policy Schedule will contain important information relevant to Your insurance including the period of insurance, Your premium, the limits (if optional) that You want for particular covers, and whether any standard terms need to be varied by way of endorsement.

All of these make up Your "Policy" with Us.

3. Summary of the benefits available and restrictions on the cover

The following is a summary only and does not form part of the terms of Your insurance. We give examples of some of the significant benefits and risks but You must also read the Lease Protector Policy Wording part of this document which sets out the terms, conditions and exclusions of this insurance to make sure it matches Your expectations.

Benefits

Subject to the payment of Your premium We will provide the cover detailed under the heading "Benefits" in the Policy Wording subject to the exclusions, conditions and limitations stated in the Policy.

BENEFIT	BENEFIT DESCRIPTION	Plan A	Plan B
Accidental Death	Benefit limit is the Lease Pay Out less arrears in excess of two (2) months subject to a maximum of \$75,000.	<i>Included</i>	<i>Not included</i>
Accidental Death - 50	Benefit limit is the Lease Pay Out less arrears in excess of two (2) months subject to a maximum of \$50,000 with any remaining balance being paid to Your estate.	<i>Not included</i>	<i>Included</i>



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Involuntary Unemployment	Benefit limit is the lower of \$1,500 per month or Your Monthly Lease Payment limited to three (3) Monthly Lease Payments.	<i>Included</i>	<i>Included</i>
Involuntary Unemployment (GAP)	Benefit limit is the excess of the Lease Pay Out over the sale price of the Vehicle subject to a maximum limit of \$10,000.	<i>Included</i>	<i>Included</i>

Restrictions on the Cover

There are certain times when this insurance may not provide cover. Some of the exclusions and conditions where We will not pay include, but are not limited to when an insured event occurs as a result of:

- Deliberately self-inflicted injury;
- War;
- You being under the influence of drugs or alcohol;
- You engaging in any professional sports;
- You engaging in any aerial activity except as a passenger;
- You being either less than eighteen (18) years of age or over sixty (60) years of age at the Commencement Date.

We may refuse to pay a claim or reduce the amount that We pay for a claim if You do not comply with the conditions of Your Policy.

Some benefits may have Waiting Periods and special conditions. There are other exclusions and conditions. Full details are contained in Your Policy Wording and Policy Schedule.

4. Important information about Consumer Credit Insurance (CCI)

CCI is not compulsory and cannot be made a condition of credit approval. If You wish to have CCI, You may choose Lease Protector or You may choose to purchase CCI from another insurance company.

5. Duty of disclosure

Before You enter into a contract of insurance with an insurer, You have a duty under the *Insurance Contracts Act 1984* (Cth) to disclose to the insurer anything that You know or could reasonably be expected to know is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms. This duty continues until the Policy is issued.

You have the same duty to disclose those matters to the insurer before You renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that the insurer knows or, in the ordinary course of business, ought to know; or
- as to which compliance with Your duty is waived by the insurer.

The duty of disclosure applies to You and everyone insured under the contract of insurance. If You, or they, fail to comply with the duty of disclosure, the insurer may reduce its liability under the contract in respect of a claim or may avoid the Policy.

If the non-disclosure is fraudulent, We may treat the Policy as if it never existed and pay nothing.

You should refer to the Policy Wording and Policy Schedule for full terms and conditions.

6. Premium

All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the Policy.

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



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You should refer to the Policy Wording and the Policy Schedule for full terms and conditions.

7. Significant tax implications

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



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8. Cooling off and cancellation rights

Cooling off

You have fourteen (14) days to decide if the Policy meets Your needs. You may cancel Your Policy simply by advising Freeman McMurrick in writing at 387 St Kilda Road, Melbourne, VIC, 3004, within those fourteen (14) days that You wish to cancel it.

You should refer to the Policy Wording for full terms and conditions.

Cancellation of Your Policy

Your Policy may be cancelled in one (1) of three (3) ways:

- You may cancel Your Policy;
- We may cancel Your Policy; or
- Automatic cancellation.

Written notice to Freeman McMurrick at 387 St Kilda Road, Melbourne, VIC, 3004, is required if You wish to cancel Your Policy. In some circumstances We will give You written notice when We cancel Your Policy.

Automatic cancellation of Your Policy will occur without any written notice from Us;

- (a) if You fail to pay Your premium within ninety (90) days of when it is due; or
- (b) You reach the maximum age shown on the Policy Schedule; or
- (c) You cancel Your Lease Agreement; or
- (d) the maximum amount of \$75,000 if You purchase Plan A or \$50,000 if You purchase Plan B, has been paid under Your Policy.

9. General Insurance Code of Practice

The General Insurance Code of Practice (**the Code**) describes standards of good practice and service to be met by general insurance companies.

As part of Our commitment to serving You, We have adopted the Code.

Further information on the Code is available from Us.

10. How to make a claim

You should advise Us as soon as possible of an Event(s) which could lead to a claim.

When You, or Your legal representative wish to make a claim You or they must:

- complete a claim form, attach supporting documentary evidence to your claim form and provide it within thirty (30) days of the occurrence giving rise to the claim taking place; and
- attach receipts, reports and any other documentary evidence to Your claim form; and
- provide Us (at Your or Your legal representative's expense) all medical and other certificates and evidence that We reasonably require to assess the claim.

11. Dispute resolution

We have developed an internal procedure for dispute resolution in accordance with the Code. If at any time You have an unresolved complaint about Our products or services, You can Use Our internal dispute resolution process. A brochure describing Our disputes resolution process is available on request from ACE Insurance Limited on 1800 815 675 or dispute.resolution@ace-ina.com. Your query or complaint will then be reviewed and We will respond within fifteen (15) working days.

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

PO Box 561
Collins Street West MELBOURNE VIC 8007



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Telephone: 1300 780 808
Facsimile: (03) 9621 2060
Email: ios@insuranceombudsman.com.au
Website: <http://www.insuranceombudsman.com.au>

12. Privacy statement

We want to ensure that Our policyholders are confident that any personal information collected by Us is treated with the appropriate degree of confidentiality and privacy. To ensure this, ACE subscribes to the General Insurance Privacy Code, a voluntary code aimed at providing policyholders with best practice for privacy queries and complaints.

Privacy commitment

The following points explain why We collect and how We use Your information:

- **Collection of Your personal information:** We collect only relevant information necessary to provide competitive insurance products and services.
- **How We use Your personal information:** We use the information to provide insurance products and services and to issue and administer insurance policies.
- **Disclosure of Your information:** We limit the release of personal information. We will not sell customer information to telemarketing companies. We will share information only when:
 - (a) necessary to market and administer Our own insurance products and services;
 - (b) We provide information to Freeman McMurrick and Your Lessor for their marketing, planning, product development, administrative and research purposes; and
 - (c) when required by law.
- **Your information is protected:** We maintain strong security controls to ensure that the personal information in Our files and computers is protected.
- **Your medical information is confidential:** We will not use or share, internally or with any third parties, medical information for any purpose other than insurance underwriting or administration of a customer's policy or claim, as required by law or as authorised by You.
- **We require strict privacy protections in Our business relationships:** We only engage in ventures with strategic partners that follow strict confidentiality requirements.

How to access, correct or update Your information

If You wish to access or correct any of Your personal information please contact Our Customer Relations Team on 1800 815 675 or e-mail customer.relations@ace-ina.com

We will provide any information We hold, provided it is not the subject of a claim or legal proceedings or the request is frivolous or vexatious.

Should You be unhappy about Our treatment of Your personal information, please write to the Privacy Officer (ACE Insurance Limited GPO Box 4907, SYDNEY NSW 2001) clearly setting out the nature of Your concern and Our Privacy Disputes Panel will respond within fifteen (15) working days.

If You are not satisfied with the result You may contact the Privacy Compliance Committee at IOS Limited (**the Committee**). Should Your complaint not be resolved by the Committee it can be referred to the Federal Privacy Commissioner (**the Commissioner**).

If You would like a copy of Our Privacy Policy please contact Us.

13. Updating Our PDS

We may need to update the information contained in Our PDS from time to time (where allowed by law). We will issue You with a new PDS or a Supplementary PDS to update the information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this product, We may issue You with notice of this information in other forms or keep an internal



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record of such changes (You can get a paper copy of such changes free of charge by calling Us).

14. Updating Your Lease Protector Details

If You have changed Your address, have queries about premium charges or require any other personal details to be altered please contact Freeman McMurrick at:

387 St Kilda Road, MELBOURNE, VIC, 3004

PH: (03) 9867 5677

FAX: (03) 9866 8206



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Lease Protector Policy Wording

1. Important information regarding Your Policy

Your Policy

Your Policy Wording and Policy Schedule describe the insurance contract between You and Us.

In return for You paying Us the premium, We insure You for the Events subject to the terms, conditions and exclusions in Your Policy Wording and Policy Schedule.

Read Your Policy

It is important that You carefully read and understand Your Policy Wording and Policy Schedule because they describe the terms, conditions and exclusions that apply to Your insurance under Your Policy.

Check Your Policy

Please check Your Policy Wording and Policy Schedule to make sure all the information on them is correct. Please let Us know straight away if any alterations are needed. Please contact Us if You change Your address or account details.

Contacting Us

If You have any queries regarding Your cover, please telephone Freeman McMurrick on: **(03) 9867 5677** or write to Us at ACE Insurance Limited GPO Box 4907 SYDNEY NSW 2001.

Keep Your documents safe

You should keep Your Policy Wording and Policy Schedule in a safe place in case You need to refer to them in the future.

Certain types of cover under Your Policy require You to provide documentary evidence to Us. You should keep those documents in a safe place in case We need them to settle a claim.

2. Cover under Your insurance Policy

Who and What is insured?

You are insured for the Events subject to the terms, conditions and exclusions in Your Policy.

3. The meaning of certain words

Accidental Injury means a bodily injury resulting from an accident and which is not an illness and which:

- (a) is caused by violent external and visible means; and
- (b) occurs during the Period of Insurance; and
- (c) results within twelve (12) months of the accident; and
- (d) includes sickness directly resulting from medical or surgical treatment rendered necessary by the accident; and
- (e) may include a bodily injury caused by You being directly and unavoidably exposed to the elements as a result of an accident.

Commencement Date means 4.00pm Australian Eastern Standard Time on the date We agree to provide insurance under the Policy and which is shown on Your Policy Schedule.

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

Doctor means a legally registered medical practitioner who is not You, Your relative, Your business partner, Your employee or Your employer.

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

Involuntarily Unemployed means the termination of Your employment where You:

- (a) have been retrenched or made redundant at the instigation of Your employer; and



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- (b) have registered as being unemployed with Centrelink or equivalent government authority, or a recognised recruitment or personnel agency; or can provide other satisfactory evidence of unemployment; and
- (c) are in receipt of unemployment benefits unless You are not eligible to receive unemployment benefits because of the level of income earned by You and/or Your spouse or the level of Your assets; and
- (d) are actively seeking work.

Lease Agreement means the initial lease agreement between the Lessor and You.

Lease Pay Out means the pay out amount required as the full and final settlement of the Lease Agreement.

Lessee means the person who is named in the Lease Agreement as the approved credit applicant and who is:

- (a) at least eighteen (18) years of age and not over sixty (60) years of age at the Commencement Date; and
- (b) in good health and not a hospital patient and not suffering from a medical condition for which You could otherwise have claimed benefits at the Commencement Date; and
- (c) an Australian resident; and
- (d) in Permanent Full-time Employment.

Lessor means the Leasing Company who approved Your lease and is named on Your Lease Agreement as the company providing the credit approved finance.

Monthly Lease Payment(s) means the monthly periodic payment required to be made by You to the Lessor as stated in Your Lease Agreement.

Permanent Full-time Employment means working as an employee for at least twenty-five (25) hours per week in continual, permanent and gainful employment for salary or wages for a continuous period of at least twelve (12) months at the Commencement Date of the Policy, where such employment is not temporary, seasonal, casual or under a contract based upon a specified period or completion of specified work.

Period of Insurance means the period of time from Your Commencement Date under the Policy through to the date Your Lease Agreement is terminated, discharged or refinanced. If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from Your Commencement Date up to and including the date of cancellation or termination.

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

Policy Schedule means the schedule which We send You with Your Policy Wording.

Policy Wording means this document.

Self-employed means You have power or control over a business or enterprise because You own it, or are a shareholder in the company that owns it, or You are a partner in the partnership that owns it, for a continuous period of at least twelve (12) months at the Commencement Date of the Policy, or You are not working as an employee of another.

Waiting Period means the period of time for and in respect of which no benefits are payable.

You/Your means the person who is named as the Lessee on the Lease Agreement and subsequently named as the Insured Person on the Policy Schedule.

Vehicle means the registered motor vehicle as described on Your Lease Agreement.

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

4. Benefits

Accidental Death Benefit (only applicable to Plan A)

In the event of Your Accidental Death, and provided always that You have purchased coverage type Plan A of this Policy as shown on Your Policy Schedule, We will pay Your Lessor, subject to the terms and conditions of this Policy, the Lease Pay Out under Your Lease Agreement, subject to a maximum of \$75,000. Charges due to early repayment and any arrears of repayments in excess of two (2) months are not covered by this Policy.



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If the Accidental Death Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Death.

Accidental Death -50 Benefit (only applicable to Plan B)

In the event of Your Accidental Death, and provided always that You have purchased coverage type Plan B of this Policy as shown on Your Policy Schedule, We will pay Your Lessor, subject to the terms and conditions of this Policy, the Lease Pay Out under Your Lease Agreement, subject to a maximum of \$50,000. Charges due to early repayment and any arrears of repayments in excess of two (2) months are not covered by this Policy. Upon the settlement of Your Lease Agreement with Your Lessor, any and all remaining funds, being the difference between the benefit amount of \$50,000 less the payment made by Us to Your Lessor, will be paid to Your estate.

If the Accidental Death - 50 Benefit is payable because of a Disappearance, We will only pay if the legal representatives of Your estate give Us a signed undertaking that these amounts will be repaid to Us, if it is later found that You did not die or did not die as a result of an Accidental Death.

Involuntary Unemployment Benefit (applicable to Plans A and B)

If You are Involuntarily Unemployed during the Period of Insurance, We will pay Your Lessor 1/30th of Your Monthly Lease Payment for each day You remain Involuntarily Unemployed subject to a maximum of three (3) Monthly Lease Payments. The maximum monthly payment is Your Monthly Lease Payment or \$1,500 (GST-inclusive), whichever is the lesser.

There is a thirty (30) day Waiting Period applicable to the Involuntary Unemployment Benefit commencing on Your final date of employment.

The Involuntary Unemployment Benefit will not be paid if:

- (a) You have not been in Permanent Full-time Employment for a continuous period of twelve (12) months; or
- (b) Your termination was due to wilful misconduct or retirement or You become unemployed due to disciplinary action by Your employer, demotion or transfer to another position; or
- (c) Your termination was due to any ailment or injury arising directly or indirectly, from or related to alcoholism, drug addiction, or the influence of liquor or non-prescribed drugs; or
- (d) You are not residing in Australia; or
- (e) You are pregnant, have an abortion or give birth (including any associated conditions); or
- (f) the unemployment is due to the seasonal nature of Your employment, a project or specific period of employment is completed; or
- (g) You voluntarily resign or accept voluntary redundancy or You are Self-employed or You abandon Your employment; or
- (h) You become unemployed due to being dismissed for misconduct or breach of Your employment contract; or
- (i) You were unemployed or advised that Your employment would be terminated at or immediately prior to the Commencement Date or at any time during the first thirty (30) days after the Commencement Date; or
- (j) You return to work and are no longer Involuntarily Unemployed; or
- (k) all payments made in respect of Involuntarily Unemployment Benefit during the Period of Insurance is equal to three (3) Monthly Lease Payments.

Involuntary Unemployment GAP Benefit (applicable to Plans A and B)

Immediately upon the payment of the maximum three (3) Monthly Lease Payments under the Involuntary Unemployment Benefit above, and while You are still Involuntarily Unemployed, You must, prior to the next lease payment due date, make an election, informing Your Lessor accordingly, to either terminate the Lease Agreement and return the Vehicle to the Lessor or continue with the Lease Agreement and meet all obligations of Your Lease Agreement personally.

Should You elect to terminate Your Lease Agreement and return the Vehicle to Your Lessor prior to the next Monthly Lease Payment due date, We will pay to Your Lessor an amount equal to the Lease Pay Out under Your Lease Agreement less the actual sale price of the Vehicle, or



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the Lease Pay Out less the amount paid by the Vehicle's comprehensive insurer in the event that the Vehicle is deemed a total loss whilst You continue to be Involuntarily Unemployed.

Charges due to early repayment and any arrears instalments are not payable under Involuntary Unemployment GAP Benefit. The maximum amount payable under Involuntary Unemployment GAP Benefit is \$10,000.

5. General exclusions

Your Policy will not apply to any Event arising directly or indirectly out of:

- (a) any ailment arising directly or indirectly from or related to Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC); or
- (b) deliberately self-inflicted injury, or from taking part in deliberately self-inflicted injury (except suicide occurring after the thirteenth (13th) month from the Commencement Date of Your Policy); or
- (c) a criminal or illegal act; or
- (d) You being a pilot or crew member of any aircraft, or engaging in any aerial activity except as a passenger in any properly licensed aircraft; or
- (e) You being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
- (f) You engaging in any professional sport meaning Your livelihood is substantially dependent on income received as a result of Your playing sport; or
- (g) You engaging in any motor sports as a rider, driver and/or a passenger; or
- (h) any consequences of war (whether declared or not), invasion or civil war, taking part in a riot or civil commotion; or
- (i) the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel; or
- (j) minus equity transfer contract (i.e. Lease Agreement where financed amount is greater than the market value of the Vehicle at inception of the lease); or
- (k) any increased liability due to variation to the initial Lease Agreement.
- (l) You being sixty-five (65) years of age or over; or
- (m) termination of employment during or at completion of an initial probation period.

6. General conditions

Where does Your Policy apply?

Your Policy insures You twenty-four (24) hours a day anywhere in the world.

Australian Law

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

Australian Currency

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

Fourteen (14) Day Cooling off Period

You have fourteen (14) days after final cover is activated to decide if the Policy meets Your needs. You may cancel Your Policy simply by advising Freeman McMurrick in writing at 387 St Kilda Road, Melbourne, VIC, 3004, within those fourteen (14) days to cancel it. If You do this We will refund any premiums You have paid during this period.

You will not receive a refund if You have made a claim during this cooling off period.

Benefit Limits

The maximum total amount We will pay under Your Policy is \$75,000 for Plan A and \$50,000 for Plan B as specified on Your Policy Schedule.

Commencement and Period of Your Policy



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Your Policy begins from the Commencement Date and continues for the Period of Insurance.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance.

7. Cancellation of Your Policy

When You can cancel

You can cancel Your Policy at any time.

You must tell Freeman McMurrick in writing at 387 St Kilda Road, Melbourne, VIC, 3004, You want to cancel Your Policy. Your cancellation will take effect from the date the premium You have paid Us ceases to cover You under this Policy.

When We can cancel or avoid the Policy

We may cancel Your Policy by giving You written notice if You:

- (a) breach the duty of utmost good faith;
- (b) breach a provision of Your Policy;
- (c) make a fraudulent claim under any policy of insurance;
- (d) engage in any act or omission which under Your Policy You are required to notify Us of, but You do not notify Us; or
- (e) engage in any such act or omission which under the terms of Your Policy authorises Us to refuse to pay a claim either in whole or in part.

We will give You a written notice of cancellation sent to Your address on Our file.

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

We may avoid Your Policy if You make a misrepresentation to Us or otherwise breach Your Duty of Disclosure before Your Policy was entered into.

Automatic cancellation

Your Policy is cancelled automatically and without any written notice from Us if You fail to pay Your premium within ninety (90) days of when it is due. The cancellation takes effect from the date the premium You have paid Us ceases to cover the insurance under this Policy.

Your Policy will cancel automatically when You:

- (a) reach the maximum age of sixty-five (65) years; or
- (b) when You fail to pay Your premium within ninety (90) days of when it is due; or
- (c) on the date the Lease Agreement is terminated, discharged or refinanced; or
- (d) if any restructuring of the Lease Agreement affects the termination amount and/or duration of the lease; or
- (e) when the maximum benefit amount under Your selected plan is made to You or on Your behalf.

8. Claims

Procedure for making a claim

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

- (a) complete a claim form (claim forms are available from Freeman McMurrick);
- (b) attach to the claim form:
 - (i) written notice containing full particulars of any circumstances in respect of which a claim is being made; and
 - (ii) any reports that have been obtained from the police, a carrier or other authorities about an accident, loss or damage; and
 - (iii) any other documentary evidence required by Us under Your Policy.
- (c) provide Us with the completed claim form and accompanying documents within thirty (30) days of the Event taking place which gives rise to a claim; and
- (d) give Us at Your, or Your legal representative's expense all certificates and evidence required by Us that is reasonably required to assess the claim.

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



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Processing and payment of claims

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

With the exception of Accidental Death - 50 Benefit, We shall pay all benefits under this Policy to Your Lessor, to be applied to Your lease account. The receipt of such benefits by the Lessor will be a discharge to Us with respect to all claims under Your Policy. Benefits payable with respect to Accidental Death 50 Benefit shall be paid to either the Lessor and/or Your estate where applicable.

Making claims after Your Policy is cancelled

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