

# Contents

mportant Information	4
Product Disclosure Statement (PDS)	5
Policy Wording	12
Important Notice	12
Benefits	13
Hospital Expenses	14
Out-Patient Medical Care Expenses	14
Prescription Medicines	14
Herbal Medicines	14
Maternity Care Expenses	15
Dental Services (Routine) Expenses	15
Dental Services (Major) Expenses	15
Optical Expenses	15
Acupuncture Expenses	16
Chiropractic Expenses	16
Dietetics Expenses	16
Hypnotherapy Expenses	16
Naturopathic Expenses	17
Osteopathic Expenses	17
Physiotherapy Expenses	17
Podiatry Expenses	17
Speech Therapy Expenses	18
Medical Aids & Medical Mobility Equipment	18
Ambulance Service Expenses	18
Psychology Expenses	19
Home Nursing Expenses	19
Occupational Therapy Expenses	19
Emergency Medical Evacuation Expenses	19
Non-Emergency Medical Transportation Expenses	20
Medical Transportation Accommodation Expenses Benefit	20

EX09022024

Parental Hospital Stay Expenses Benefit	21
Pre and Post Hospitalisation Accommodation Expenses	21
Repatriation of Mortal Remains / Funeral Expenses	21
Political Risk, Natural Disaster and Personal Safety Evacuation Expenses	22
Evacuation Accommodation Expenses	23
General Exclusions	24
General Conditions and Limitations	25
AHI Standard Definitions	29

EX09022024

# Important Information

#### This document contains two parts:

- Product Disclosure Statement contains general information the Insured needs to be aware of before applying for the product and about the Policy; and
- The Policy Wording contains the terms and conditions of this insurance Policy.

# Product Disclosure Statement (PDS)

EX09022024

#### What is a Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information about this product and includes the Policy Wording. You should read this PDS carefully before making a decision to purchase this product. This PDS will assist you in making an informed decision whether this product will meet your needs. In this PDS:

- 'We', 'Our', 'Us' means Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).
- 'Insured' means the person or company who is named in the Policy Schedule as the Insured. The Insured is the contracting party for this Policy.
- 3. 'Insured Person' means any person shown by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover selected by the Insured and with respect to who the premium has been paid. The Insured Person and the type of cover chosen will be set out in the Policy Schedule.

#### **Accident & Health International (AHI)**

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence No. 238261 (AHI) is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. AHI acts on behalf of Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF), with full authority to quote and issue contracts of insurance, collect premiums and pay Claims.

For any queries about this Policy, please contact the appointed insurance advisor. Their details are shown in the Policy Schedule. In the event there is no appointed advisor, please contact AHI. Their details are in this document.

#### The Insurer

Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).

#### What is 'the Policy'

A policy is a contract of insurance between the Insured and the Insurer, and contains all the details of the cover that We provide.

The Policy consists of:

- the Policy Wording document which sets out details of the Insured's cover, applicable terms, conditions, limitations and exclusions; and
- 2. the current Policy Schedule, issued by Us to you, which is a separate document setting out the specific terms of insurance applicable to you. The specific terms include exclusions, conditions, limits and other terms and conditions specifically applicable to your cover, and may amend the Policy Wording in this PDS. This is referred to as the Policy Schedule in this Policy document; and
- any other document issued by Us in writing, which modifies any of the above, such as an endorsement or supplementary PDS.

The Policy should be carefully read and retained by the Insured. These documents should be read together as they jointly form the contract of insurance between Us and the Insured. Any new or replacement Policy Schedule detailing changes to the Policy or the Period of Insurance We may send to the Insured will become the current Policy Schedule, which should be carefully read and retained by the Insured.

#### The Purpose of the Cover

This insurance is entered into with the Insured and provides cover in relation to the Insured and Insured Persons. In some cases, the Insured may also be an Insured Person.

Insured Persons who are not the Insured are not parties to the contract between Us and the Insured. This means an Insured Person cannot cancel or vary the Policy in any way (only the Insured can do this).

Insured Persons who are not the Insured have a right to recover their loss in accordance with Section 48 of the Insurance Contracts Act. Section 48 states that Insured Persons have the same obligations in relation to a Claim made by them that the Insured would have to Us (for example, complying with Claims conditions such as subrogation) and may discharge the Insured's obligations in relation to a loss. We have the same defences to an action by an Insured Person as We would in an action by the Insured.

Where the Policy covers Insured Persons (other than the Insured), the Insured:

- 1. is not Our agent;
- 2. acts independently from Us in entering into this insurance to provide cover to Insured Persons; and
- 3. is not authorised by Us to provide any recommendations or options about the insurance or other financial services to an Insured Person.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Insured. We will not provide any notices in relation to this insurance to the Insured Persons. The Insured is required to notify Insured Persons when this occurs.

An Insured Person's access to cover:

- starts at the time the relevant person becomes an Insured Person; and
- 2. ends at the earliest of the following:
  - a. the relevant person no longer meets the terms specified in the Policy Schedule which apply to an Insured Person;
  - the date and time you request that such Insured Person ceases to have access to the Benefits under the Policy; or
  - c. the date and time the Policy ends in accordance with the Policy terms, either because the Period of Insurance has ceased and the Policy has not been renewed with Us or the Policy has been cancelled in accordance with the Policy terms.

#### **Our Agreement with the Insured**

If We accept the application for cover, the Insured and Insured Persons will be insured under this Policy for:

- loss or damage caused by one or more of the insured events set out in this Policy; and
- 2. the other Benefits, as set out in this Policy.

This cover will be given on the basis:

- that the Insured has paid or agreed to pay Us the premium for the cover the Insured selected when cover was requested and which the current Policy Schedule indicates is in force; and
- 2. of the verbal and/or written information provided by the Insured to Us prior to inception of the Policy.

## Duty of Disclosure (for Non-Consumer Contracts) & Duty to take reasonable care not to make a misrepresentation (for Consumer Contracts)

Before the Insured enters into a contract of insurance, the Insured has a duty under the Insurance Contracts Act 1984 (Cth), as amended from time to time (ICA), as set out below. Please contact Us if any assistance is required in relation to this section.

For the purposes of this section:

- "Consumer Contract" means a contract of insurance defined under section 11AB of ICA, to which Division 1A, Part IV of ICA applies;
- "Non-Consumer Contract" means a contract of insurance that is not a Consumer Contract, to which Division 1, Part IV of ICA applies.

#### **Duty applicable to a Non-Consumer Contract**

If the Policy is a Non-Consumer Contract, the Insured has a duty to disclose anything that the Insured knows, or could reasonably be expected to know, to be a matter relevant to Our decision to enter into a Non-Consumer Contract with the Insured and if so, on what terms.

The Insured does not need to tell Us anything that:

- reduces the risk We insure the Insured for;
- is common knowledge;
- We know, or should know, as an insurer; or
- We waive the Insured's compliance with this duty

The Insured must comply with this duty up until the time We agree to insure the Insured under a new Policy and when the Policy is renewed, varied, extended, reinstated or replaced.

#### **Duty applicable to a Consumer Contract**

If the Policy is a Consumer Contract, before the Insured enters into an insurance contract with Us, the ICA requires the Insured to take reasonable care not to make a misrepresentation.

What this means is that the Insured must take care to ensure the accuracy of any information that is provided to Us, as Our

decision whether to enter into a Consumer Contract with the Insured, and if so on what terms, will be based on the information the Insured provides. The Insured's duty includes:

- Giving honest, accurate and complete answers to any questions We ask;
- Making reasonable enquiries to determine the accuracy of any information given to Us; and
- Taking care to ensure that any representation made to Us is accurate

The Insured must comply with this duty before the commencement of the Policy and when the Policy is renewed, varied, extended, reinstated or replaced.

#### Non-compliance with your duty

If the Insured does not comply with the duty set out above (as applicable), We may cancel the Policy or reduce the amount We pay for a Claim, or both. If the Insured does not comply with this duty fraudulently, We may avoid the Policy altogether and treat it as if it never existed.

#### **Choosing the most suitable Cover**

Cover is provided for the Insured (including where the Insured is also an Insured Person) and the Insured Persons as set out in the Policy Schedule.

It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for their needs.

The Insured can select cover from any of the following Benefits included in the Policy:

#### **Benefits**

Some or all of the following Benefits may be included in this Policy. The Sum Insured for each is shown in the Policy Schedule. If the Sum Insured shown in the Policy Schedule is \$0.00 for a Benefit, no cover is provided under this Policy for that Benefit. The circumstances under which a Claim is payable for each of these covers is detailed under "Benefits" in the Policy Wording.

Hospital Expenses
Out-Patient Medical Care Expenses
Prescription Medicines
Herbal Medicines
Maternity Care Expenses
Dental Services (Routine) Expenses
Dental Services (Major) Expenses
Optical Expenses
Acupuncture Expenses
Chiropractic Expenses
Dietetics Expenses
Hypnotherapy Expenses
Naturopathic Expenses

Osteopathic Expenses Physiotherapy Expenses

Podiatry Expenses

Speech Therapy Expenses

EX09022024

Medical Aids & Medical Mobility Equipment
Ambulance Service Expenses
Psychology Expenses
Home Nursing Expenses
Occupational Therapy Expenses
Emergency Medical Evacuation Expenses
Non-Emergency Medical Transportation Expenses
Medical Transportation Accommodation Expenses Benefit
Parental Hospital Stay Expenses Benefit
Pre and Post Hospitalisation Accommodation Expenses
Repatriation of Mortal Remains / Funeral Expenses
Political Risk, Natural Disaster and Personal Safety Evacuation Expenses
Evacuation Accommodation Expenses

#### **Benefit Limits**

Benefits may be subject to Benefit Limits. Benefit Limits may affect the amount payable in the event of a Claim. If a Benefit Limit is applicable to a Benefit, it will be shown in the Policy Schedule below the Benefit it applies to, indented from the left margin of the Schedule of Benefits.

#### **Age Limitation**

Age limits apply to this policy. No cover is provided for Insured Persons who have not attained the minimum age or who have attained the maximum age limits of the Policy at the time of an Event.

- The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.
- The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.

Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

#### The most We will Pay

The Policy may include an Aggregate Limit of Liability which is the most We will pay for all Benefits in any one Period of Insurance under this Policy. If applicable, it is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. In the event this limit is reached, the amount may be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

#### **Choosing a Sum Insured**

It is important that the Insured makes sure that the Sum Insured they have selected for each Benefit provides sufficient protection for its needs or the Insured Persons' needs.

#### **Policy Cost and Payment**

The cost of the Policy will be shown on the quotation We provide, once We have received all required information to complete the quotation. The cost of the Policy is calculated according to various risk indicators such as:

- Age of Insured Persons
- Occupation of Insured Persons
- Activities undertaken during the Scope of Cover
- Previous claims experience for this type of risk
- Risk location
- The Benefit Sum Insured

The cost of the Policy is made up of premium, administration fees and government taxes (such as Goods & Services Tax (GST) and Stamp Duty), where applicable.

#### **Renewal Procedure**

Before this Policy expires We will normally offer renewal by sending a renewal invitation advising the amount payable to renew this Policy. It is important that the Insured checks the information shown before renewing each year to be satisfied that the details are correct.

#### **Taxation Implications**

This Policy may be subject to a Goods & Services Tax in relation to premium.

Depending on the location of the risk being insured, this Policy may be subject to Stamp Duty in relation to premium and GST.

Depending upon the Insured or Insured Person's entitlement to claim Input Tax Credits under this Policy, We may reduce the payment of any Claim by the amount of any Input Tax Credit.

Any Claim paid in respect of the Weekly Injury Benefit or Weekly Sickness Benefit is subject to personal income tax. Where We are required to do so, We will withhold personal income tax amounts from Claim payments We make and forward these amounts to the Australian Taxation Office on behalf of the Insured or Insured Person. Where required, We will provide the Insured a summary of the amounts withheld at the end of each financial year.

The Insured and /or Insured Persons should consult an authorised tax advisor if there are any questions that relate to their particular circumstances.

## Making a Claim and what is an Excess, Deferral Period and Co-payments

If the Insured or Insured Person needs to make a Claim, please send a written notice of the Claim to AHI within thirty (30) consecutive days of the date of the incident occurring or as soon as reasonably possible. AHI will provide a copy of the claim form which will need to be completed to Our reasonable satisfaction and provided to Us as soon as reasonably practicable. Any costs involved in the collection of information for the form are the responsibility of the Insured or Insured Person.

At any time after a Claim has been lodged We may conduct enquiries into the circumstances of the Claim. We may ask for medical examinations or, in the event of death, We may request an autopsy. This will be done at Our expense.

Any payments will be made in Australian (AUD) dollars unless otherwise shown in the Policy Schedule.

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to the Insured or Insured Person if We find someone else is responsible for the loss or damage. We will do this in the name of the Insured or Insured Person as applicable. We may also need to defend the Insured or the Insured Person against allegations of loss or damage, in which case We require their full co-operation with Us at all times.

Depending on the circumstances of the Claim, an Excess or Deferral Period may apply, or the Insured or Insured Person may be required to contribute to the cost of the Claim as follows:

- Excess an Excess is the amount paid by the Insured or Insured Person when a Claim is made.
- 2. Deferral Period a Deferral Period is the continuous period of time shown in the Policy Schedule during which no Benefits are payable.
- Co-payments a co-payment is an arrangement where We will reimburse a portion of an expense that has been incurred leaving the remainder to be paid by the Insured Person.

To see some example Claim scenarios please visit: <a href="https://www.ahiinsurance.com.au/claims-examples">www.ahiinsurance.com.au/claims-examples</a>

#### Cooling-Off

The Insured has a cooling-off period of twenty-one (21) consecutive days from the date on which the Policy was issued to cancel the Policy. If the request is made to Us in writing to cancel the Policy within the twenty-one (21) consecutive days, We will cancel the Policy and provide a full refund of premium less charges or taxes which we are unable to recover, provided neither the Insured nor any Insured Person has exercised a right or power under the terms of the Policy in that period (e.g. Insured Person has started their Journey, the Policy has already expired or if any Claim has been made under the Policy).

#### **Complaints and Dispute Resolution**

The Insured is entitled to make a complaint to Us about any aspect of the Insured's relationship with Us.

We are committed to resolving any complaint or dispute fairly and as quickly as possible. If the Insured is dissatisfied with Our service in any way, please contact Us and We will acknowledge receipt as soon as practicable, and resolve the Insured's concerns within thirty (30) days. If We are unable to or if the Insured is still not satisfied, as part of Our internal dispute resolution process, We will review the Insured's complaint and provide the Insured with a response.

When the Insured makes a complaint, please provide Us with as much information as possible. If the Insured needs any other assistance to make a complaint, please let Our staff know and they will do their best to help the Insured. This might include giving the Insured extra time to explain the Insured's complaint or asking Us to contact another person on behalf of the Insured to get more information about the Insured's complaint.

If the Insured is not satisfied with Our response to the Insured's complaint, or We have taken more than thirty (30) days to respond to the Insured from the date the Insured first made the Insured's complaint, the Insured's may be eligible to escalate the matter to the Australian Financial Complaints Authority (AFCA) if the Insured's matter is within the jurisdiction as set out in their Rules. AFCA is an independent external disputes resolution scheme who can assess the Insured's matter free of charge to the Insured, and can issue a binding outcome on Us. The Insured does not have to accept any decisions that We or AFCA makes. If the Insured's matter falls outside the AFCA jurisdiction as set out in their Rules, the Insured can access any other external dispute resolution options.

#### How to make a complaint

The Insured can contact Us to make a complaint, or if the Insured requires assistance to lodge a complaint, using the contact details provided below:

Post: GPO Box 4213, SYDNEY NSW 2001 Email: <a href="mailto:complaints@ahiinsurance.com.au">complaints@ahiinsurance.com.au</a> Phone: (02) 9251 8700

1 1101101 (02) 0201 01 00

When the Insured makes a complaint, We will:

- acknowledge the Insured's complaint as soon as practicable;
- keep a record of the Insured's complaint and give the Insured a reference number and contact details so that the Insured can follow up at any time;
- make sure we understand and investigate the cause of the Insured's complaint;
- respond to the Insured as quickly as possible;
- keep the Insured informed of Our progress at least every 10 business days if We can't resolve the Insured's complaint straight away; and
- provide an outcome within a maximum of thirty (30) calendar days.

If We're unable to provide the Insured with an outcome within thirty (30) days, We will:

- inform the Insured of the reason for the delay;
- if the Policy is a Consumer Contract, advise the Insured of the Insured's right to complain to AFCA; and
- provide the Insured with AFCA's contact details.

#### **Privacy**

#### AHI - Privacy

As part of AHI's dealings with the Insured and Insured Persons, AHI may need to collect personal information (which may include sensitive information) when the Insured is applying

for, changing or renewing a Policy with Us or when We are processing a Claim in order to help Us properly administrate the Insured's insurance proposal, policy or Claim. AHI will collect this information directly from the Insured or Insured Person where possible, but there may be occasions when AHI collects this information from a third party such as an insurance advisor.

AHI will only use information for the purposes for which it was collected, other related purposes and as permitted or required by law. The level of quality and/or quantity of information provided may affect AHI's ability to provide insurance cover as needed.

AHI may share this information with other companies within its group and third parties who provide services to AHI or on Our behalf, some of which may be located outside of Australia.

For more details on how AHI collects, stores, uses and discloses personal information, please read AHI's privacy policy located at <a href="www.ahiinsurance.com.au">www.ahiinsurance.com.au</a> Alternatively, contact AHI at <a href="privacy@tokiomarine.com.au">privacy@tokiomarine.com.au</a> or call (02) 9251 8700 to request a copy be sent.

It is recommended to obtain a copy of this privacy policy and read it carefully. By applying for, using or renewing any of AHI's products or services, or providing AHI with collected personal information, agreement is granted to AHI to this information being collected, stored, used and disclosed as set out in this policy.

AHI's privacy policy also contains information about how to access and seek correction of collected personal information, complain about a breach of the privacy law, and how AHI will deal with a complaint.

#### TMNF - Privacy

Privacy is important to Us. TMNF is dedicated to upholding the Insured and Insured Person's privacy and protecting their personal information. We are bound in Australia by the Privacy Act 1988 (Cth) and its associated Australian Privacy Principles, along with any other applicable privacy laws and codes, when collecting, using, disclosing, holding, handling and transferring any personal information. TMNF has ongoing practices, procedures and systems in place to ensure that We manage personal information in an open and transparent way.

We may use the Insured or Insured Persons personal information (such as name, date of birth, contact details, and in certain cases explained in Our Privacy Policy, sensitive information) for the following purposes:

- to determine whether and on what terms We might issue the Insured or Insured Persons with an insurance policy;
- to open and administer any products and services the Insured or Insured Persons may sign up for;
- to help improve Our products and services;
- to undertake market research, customer data analysis and direct marketing activities;
- to manage and resolve complaints made;
- to report information required by law or regulations;
- to perform any other appropriately related functions

If the Insured or Insured Persons don't provide all the information requested, the main consequence is that We may not be able to issue the Insured or Insured Persons with a policy or pay a Claim.

Unless it is unreasonable or impracticable under the circumstances, We will collect the Insured or Insured Persons personal information directly from the Insured or Insured Persons advisor or someone authorised by the Insured or Insured Persons, for example, the Insured or Insured Persons insurance broker, financial planner, legal services provider, agent or carer. In issuing and/or managing the Insured or Insured Persons policy or Claim We may need to disclose the Insured or Insured Persons personal information to third parties such as another insurer, Our reinsurers, an insurance broker, Our legal providers, Our accountants, loss investigators or adjusters, anyone acting as the Insured or Insured Persons agent or regulatory bodies as well as Our various third party service providers described in Our Privacy Policy. We may also disclose the Insured or Insured Persons information as required by law.

In providing the Insured or Insured Persons with Our services it may be necessary to disclose the Insured or Insured Persons information overseas where We have a presence or engage such parties, including but not limited to Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

We will otherwise collect, hold, use and disclose the Insured or Insured Persons personal information in accordance with Our Privacy Policies, which set out how the Insured or Insured Persons may access and correct the personal information that We hold about the Insured or Insured Persons and how to lodge a complaint.

To learn more about collection and use of the Insured or Insured Persons personal information, see Our Privacy Policy, which can be viewed at Our website <a href="https://www.tokiomarine.com.au">www.tokiomarine.com.au</a> or contact Us on (02) 9225 7500.

#### **Updating the PDS**

Information in the PDS may need to be updated from time to time if certain changes occur and where this is required and permitted by law. We will issue the Insured with a new PDS or a Supplementary PDS to update information in the PDS.

If the update is to correct a statement or an omission, that is not materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, we may issue the Insured with notice of this information in other forms. A paper copy of any updated information can be obtained without charge by calling Us on the contact details provided in this document.

#### **Intermediary Remuneration**

Tokio Marine & Nichido Fire Insurance Co., Ltd pays remuneration to insurance intermediaries when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments.

Information about the remuneration We may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

This Product Disclosure Statement was prepared on 09/02/2024. AHI is authorised to distribute this Product Disclosure Statement.

#### **Financial Claims Scheme**

The Insured or Insured Person may be entitled to payment under the financial claims scheme in the event Tokio Marine & Nichido Fire Insurance Co., Ltd becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the scheme can be obtained from www.fcs.gov.au.

#### **General Insurance Code of Practice**

We proudly support and are a signatory to the General Insurance Code of Practice ('the Code').

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. The objectives of the Code are:

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and Our valued customers;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and the Insured; and
- to promote continuous improvement of the general insurance industry through education and training.

This is Our commitment to all Our valued customers. We have adopted and support the Code and are committed to complying with it.

Further information about the Code and the customer's rights under it is available at <a href="https://www.codeofpractice.com.au">www.codeofpractice.com.au</a> or contact Us.

#### **Contact Details**

Accident & Health International Underwriting Pty Limited

ABN 26 053 335 952 AFS Licence No. 238261 Level 17, 60 Margaret Street SYDNEY NSW 2000

Telephone: (02) 9251 8700 Fax: (02) 9251 8755

Website: <a href="www.ahiinsurance.com.au">www.ahiinsurance.com.au</a>
Email: <a href="mailto:enquiries@ahiinsurance.com.au">enquiries@ahiinsurance.com.au</a>

#### The Insurer

Tokio Marine & Nichido Fire Insurance Co., Ltd ABN 80 000 438 291 AFS Licence No.246548 (TMNF) Level 17, 60 Margaret Street, SYDNEY NSW 2000

Telephone: +61 2 9225 7500 Website: www.tokiomarine.com.au

# Policy Wording

### **Important Notice**

Accident & Health International Underwriting Pty Ltd (hereinafter called AHI) gives notice that this contract has been effected under an Authority given to AHI by the Insurer(s). AHI has entered into the contract as an agent of the Insurer(s) and not an agent of the Insured. A commission is payable by Us to AHI for arranging this insurance.

All cover under this Policy is subject to:

- 1. the payment of premium; and
- 2. the terms and conditions contained in this Policy document and in the Policy Schedule; and
- 3. the limits of liability referred to in the Policy and in the Policy Schedule.

This Policy consists of several Benefits. An Insured Person is covered for insurance under only those Benefits selected by the Insured as shown in the Policy Schedule.

We hereby agree to insure such Insured Persons as nominated by the Insured from time to time on the terms, conditions, limitations and exclusions set out in this Policy.

There is a maximum amount payable under each Benefit of the Policy with respect to each Insured Person, and with respect to all Claims payable under this Policy during each Period of Insurance. The limit of Our liability is the Sum Insured against each Benefit as shown in the Policy Schedule and is subject to the overall maximum amount in any one Period of Insurance as also shown in the Policy Schedule against "Aggregate Limit of Liability".

Within this Policy certain capitalised words have specific meanings as defined in the 'AHI Standard Definitions' section. It is important that you are aware of them. Words that are capitalised but are not defined in the 'AHI Standard Definitions' section refer to corresponding section headings within this Policy.

### **Benefits**

The Policy consists of a number of Benefits that provide the level of cover to the Insured and/or Insured Persons. Please refer to the relevant Benefits of the Policy and the Policy Schedule for full Benefits details. The General Conditions and Limitations and General Exclusions of this Policy apply to all Benefits of the Policy in addition to the specific Conditions and Exclusions of the Benefit. If the Sum Insured stated in the Policy Schedule is \$0.00 for a Benefit, no cover is provided under this Policy for that Benefit.

Each Benefit is explained under four (4) applicable headings:

- Extent of Cover details the Events that are covered under each Benefit.
- 2. Compensation details the way We will pay the Compensation under each Benefit.
- Conditions explains the conditions which are required to be met for an Insured or Insured Person to make a Claim against that Benefit and are in addition to the General Conditions and Limitations that apply to all Benefits under this Policy.
- 4. Exclusions details when We will not pay a Claim under each Benefit and are in addition to the General Exclusions that apply to all Benefits under this Policy.

This Policy contains a number of provisions in the Benefit sections, General Conditions and Limitations, and General Exclusions that an Insured Person (and in some circumstances the Insured) is required to comply with.

If an Insured or an Insured Person does not comply with the terms of the Policy, such as a provision that is set out in a Benefit section, in the Policy Schedule, or in the General Conditions and Limitations, or General Exclusions, then the Insurer may be entitled under Section 54 of the Insurance Contracts Act to:

- refuse to pay a Claim in whole or in part that fairly represents the extent to which its interests are prejudiced as a result of the non-compliance; or
- refuse to pay a Claim in whole or in part where the noncompliance has caused or contributed to all or some of the loss that is the subject of the Claim.

#### **Benefit Limits**

Benefits may be subject to Benefit Limits. Benefit Limits may affect the amount payable in the event of a Claim. If a Benefit Limit is applicable to a Benefit, it will be shown in the Policy Schedule below the Benefit it applies to, indented from the left margin of the Schedule of Benefits.

All definitions for terms used in each Benefit or Benefit Limit can be found under the AHI Standard Definitions heading of this Policy.

### **Hospital Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness which necessitates them being admitted as a private or public Hospital in-patient or day patient, and as a result they incur Hospital Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Hospital Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Out-Patient Medical Care Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs Out-Patient Medical Care Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Out-Patient Medical Care Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

 No cover is provided for medical assessments or medications prescribed expressly for the purpose of travel or employment.

## **Prescription Medicines**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for Prescription Medicines which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Prescription Medicines".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

- No cover is provided for contraception and related birth control medicines whether prescribed or not.
- No cover is provided for vaccinations or immunizations which are not required for school or child care enrolment and attendance.

### **Herbal Medicines**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for Herbal Medicines which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Herbal Medicines".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

EX09022024

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions

## **Maternity Care Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person is pregnant and incurs Maternity Care Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Maternity Care Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 The maximum Compensation payable per pregnancy is the amount shown in the Policy Schedule against "Maternity Care Expenses" in the Period of Insurance in which the Insured Person became pregnant.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Dental Services (Routine) Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs Dental Services (Routine) Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Dental Services (Routine) Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Dental Services (Major) Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs Dental Services (Major) Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Dental Services (Major) Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Optical Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for spectacles and/or contact lenses as prescribed by the treating qualified optometrist, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in

EX09022024

the Policy Schedule against "Optical Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Acupuncture Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for acupuncture services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Acupuncture Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Chiropractic Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for chiropractic services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in

the Policy Schedule against "Chiropractic Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Dietetics Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for dietetics services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Dietetics Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

## Hypnotherapy Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for hypnotherapy services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in

the Policy Schedule against "Hypnotherapy Expenses"

The Compensation is subject to any Benefit Limits applicable to this Benefit.

shown in the Policy Schedule against "Osteopathic Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

We will only pay for services provided by an Allied Health

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### Exclusions

No specific exclusions apply to this Benefit, only the General Exclusions.

## Exclusions

Care Provider.

**Conditions** 

No specific exclusions apply to this Benefit, only the General Exclusions.

Physiotherapy Expenses

### Naturopathic Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for naturopathic services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Naturopathic Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

Scope of Cover, an Insured Person incurs expenses for physiotherapy services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

If, during the Period of Insurance and occurring within the

#### Compensation

**Extent of Cover** 

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Physiotherapy Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

**Podiatry Expenses** 

## Osteopathic Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for osteopathic services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for podiatry services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is EX09022024

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in

17

the Policy Schedule against "Podiatry Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Speech Therapy Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs expenses for speech therapy services, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Speech Therapy Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Medical Aids & Medical Mobility Equipment

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs expenses for Medical Aids & Medical Mobility Equipment which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Medical Aids & Medical Mobility Equipment".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

### **Ambulance Service Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs Ambulance Service Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Ambulance Service Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Psychology Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person incurs Psychology Expenses, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Psychology Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## **Home Nursing Expenses**

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs Home Nursing Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Home Nursing Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Occupational Therapy Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness and as a result incurs Occupational Therapy Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Occupational Therapy Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 We will only pay for services provided by an Allied Health Care Provider.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Emergency Medical Evacuation Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness outside their Country of Domicile which necessitates emergency evacuation to a place where they can obtain treatment which is not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses incurred for the following:

- Transportation to the nearest recommended Hospital
  where the Insured Person is to be confined for specialized
  treatment, surgery or post-operative attention from a
  Medical Practitioner. Transportation will be provided in the
  form of:
  - a. If available, a scheduled flight on a registered airline.
     We will also pay for ground transport from the

- airport to the nearest recommended Hospital.
- b. If a scheduled flight on a registered airline is not available, a charter aircraft or air ambulance or any other available means of transport. We will also pay for ground transport from the airport to the nearest recommended Hospital.
- If air transport is not required, an ambulance or medically equipped emergency vehicle.
- 2. Where an Insured Person who has not attained the age of sixteen (16) is medically evacuated, We will pay the Airfare Charges for an additional one (1) adult to accompany such Insured Person.
- Where an Insured Person is medically evacuated, and requires a medical escort, We will pay the Airfare Charges for an additional one (1) adult to accompany such Insured Person.
- 4. Where an Insured Person is medically evacuated to a location which is not their Country of Domicile or Country of Expatriation, We will pay for a return economy airfare where available to their Country of Domicile or Country of Expatriation.

The maximum amount We will pay is shown in the Policy Schedule against "Emergency Medical Evacuation Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

- The requirement for an Emergency Evacuation must be recommended by a Medical Practitioner and authorised by AHI or AHI Assist.
- The requirement for a medical escort must be certified by the Insured Person's attending Medical Practitioner and AHI Assist as medically necessary.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Non-Emergency Medical Transportation Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury or suffers a Sickness which necessitates transportation to a Hospital to obtain treatment which is not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the expenses incurred for the following:

- Transportation to the nearest recommended Hospital where the Insured Person is to be confined for specialized treatment, surgery or post-operative attention from a Medical Practitioner. Transportation will be provided in the form of a scheduled flight on a registered airline.
- 2. Where an Insured Person who has not attained the age of sixteen (16) is being transported, We will pay the Airfare Charges for an additional one (1) adult to accompany such Insured Person.

The maximum amount We will pay is shown in the Policy Schedule against "Non-Emergency Medical Transportation Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

- We will only pay for one (1) non-emergency medical transportation Event per Insured Person, per Period of Insurance.
- The requirement for the transportation and treatment must be certified by the Insured Person's attending Medical Practitioner and AHI Assist as medically necessary.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Medical Transportation Accommodation Expenses Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person has a Claim which We accept under this Policy against:

- 1. Emergency Medical Evacuation Expenses; or
- 2. Ambulance Service Expenses; or
- 3. Non-Emergency Medical Transportation Expenses Benefit

and as a result the Insured Person or a person accompanying the Insured Person incurs reasonable expenses for:

- Overnight accommodation whilst en-route to the Hospital location; and/or
- Accommodation prior to the Insured Person being admitted to Hospital; and/or
- In the case of the accompanying person, accommodation for that accompanying person whilst the Insured Person is admitted to a Hospital as an in-patient; and/or

4. Accommodation after the Insured Person has been released from Hospital,

which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Medical Transportation Accommodation Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

- The presence of accompanying persons must be certified by a Medical Practitioner as being medically necessary.
- The presence of accompanying persons must be authorised by AHI or AHI Assist (if involved) prior to the expense being incurred, where reasonably practicable to do so in the circumstances.
- 3. En-route Accommodation Expenses are only covered when reasonably necessary due to airline schedules.

#### **Exclusions**

 No cover is provided for any Accommodation Expenses which are recoverable from an airline or hotel.

## Parental Hospital Stay Expenses Benefit

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person who is aged under twelve (12) years is admitted as an in-patient to a Hospital and as a result the Insured Person's parent incurs expenses to stay at the Hospital with the Insured Person, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum We will pay per Event is shown in the Policy Schedule against "Parental Hospital Stay Expenses Benefit".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

 No cover is provided for any Claim in relation to or in connection with a Pre-Existing Condition.

## Pre and Post Hospitalisation Accommodation Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person requires medical test(s) or examinations to be undertaken and as a result incurs expenses for accommodation whilst waiting for the medical test(s) or examinations to be undertaken at a Hospital, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Hospitalisation Accommodation Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

The Insured Person's attending Medical Practitioner, AHI
Assist (if involved) and the Hospital must agree that it is
medically necessary for the Insured Person to remain in
the vicinity of the Hospital.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Repatriation of Mortal Remains / Funeral Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person dies outside their Country of Domicile and as a result expenses are incurred for:

- cremation or a funeral for the deceased Insured Person if the body is buried/cremated at the place of death; or
- 2. repatriation of the Insured Person's body or ashes to a place nominated by their legal representative,

which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Repatriation of Mortal Remains / Funeral Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

No specific conditions apply to this Benefit, only the General Conditions and Limitations.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Political Risk, Natural Disaster and Personal Safety Evacuation Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person is in a country or region outside their Country of Domicile:

- that the government of the Insured Person's Country of Domicile declare that certain persons (which include the Insured Person) do not travel to that country or region:
  - because the Insured Person is expelled from, or declared persona non grata in, that country or region; or
  - b. because of an earthquake, volcanic eruption, cyclone, typhoon, tornado, flooding or extremely severe weather conditions which has occurred

- in the country or region the Insured Person is in necessitating the immediate evacuation of the Insured Person in order to avoid risk of personal Injury or Sickness; or
- because of a security threat insurrection, War, rebellion, civil unrest or political instability; or
- because there is a wholesale seizure, confiscation or expropriation of the Insured's or Insured Person's property, plant or equipment; and
- 2. the Insured Person is in an emergency situation where their personal safety and security is at risk,

and the Insured Person subsequently incurs expenses for:

- a. transportation to the nearest point of safety; and/or
- assistance reasonably required to remove them from a situation where their personal safety and security is at risk

which is not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Political Risk, Natural Disaster and Personal Safety Evacuation Expenses".

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

- 1. If evacuation or assistance to leave is required from the country or region the Insured Person is in, AHI Assist or AHI should be contacted as soon as reasonably practicable to confirm cover. Where possible AHI Assist will make all travel arrangements and in all cases AHI Assist will decide where to send the Insured Person.
- The maximum amount We will pay for transportation for any one Insured Person is the cost of a business class airfare to the destination that AHI Assist deems suitable for the situation.
- We may decline to provide assistance services if AHI Assist on Our behalf reasonably determines that performing such assistance services would subject the AHI Assist appointed personnel to undue risk of physical harm or threat to their personal safety.

#### **Exclusions**

- 1. No cover is provided for the Insured Person violating the laws or regulations of the country or region in which the Insured Person is located.
- No cover is provided for the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation as required for the Insured Person to stay in that country or region.

- 3. No cover is provided for expense resulting from any debt, insolvency, commercial failure, the repossession of any property by the owner or any other financial cause.
- No cover is provided for failure by the Insured or Insured Persons to honour any contractual obligation or bond or to obey any conditions in a licence.
- 5. No cover is provided if the Insured Person is a national of the country from which he or she is located in
- 6. No cover is provided if the event causing the serious risk to the personal safety and/or security of the Insured Person was in existence prior to the Insured Person entering the country or region or the Event was foreseeable to a reasonable person before the Insured Person entered the country or region.
- 7. No cover is provided if the Insured Person did not follow any advice issued by the government of the Insured Person's Country of Domicile, declaring that travellers do not undertake any travel to the country or region. This exclusion applies where the Insured Person was or ought reasonably to have been aware of the government advice before commencing the Journey, in circumstances where such information could reasonably have been obtained.
- No cover is provided if the Insured Person remained in the country or region for a period of fourteen (14) days or more when advised to leave by the government of the Insured Person's Country of Domicile unless the Insured Person is unable to leave due to circumstances beyond their control.
- No cover is provided for any Claim in any way caused by or resulting from:
  - a. coronavirus disease (COVID-19); or
  - severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); or
  - c. any mutation or variation of SARS-CoV-2; or any fear or threat of a), b) or c) above.

The Compensation is subject to any Benefit Limits applicable to this Benefit.

#### **Conditions**

 Cover for 'Evacuation Accommodation Expenses' can only be considered if a Benefit is payable or paid by Us in respect of the 'Political Risk, Natural Disaster and Personal Safety Evacuation Expenses' Benefit.

#### **Exclusions**

No specific exclusions apply to this Benefit, only the General Exclusions.

## Evacuation Accommodation Expenses

#### **Extent of Cover**

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person has a Claim which We accept under this Policy against "Political Risk, Natural Disaster and Personal Safety Evacuation Expenses" which results in them being relocated to a country which is not their Country of Domicile and as a result incurs reasonable Accommodation Expenses, which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### Compensation

We will pay for or reimburse the reasonable expenses as described in the Extent of Cover. The maximum We will pay per Event is shown in the Policy Schedule against "Evacuation Accommodation Expenses".

### **General Exclusions**

The following exclusions apply to all Benefits under this Policy. We will not pay for a Claim under the Policy if the Claim arises directly or indirectly out of or in relation to any of the following:

- an Insured Person who has attained the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)" at the time of an Event.
- any Benefit payment that would result in Us breaching any of the following:
  - a. the Private Health Insurance Act 2007 and the Private Health Insurance (Health Insurance Business) Rules;
  - b. Health Insurance Act 1973 (Cth); or
  - c. National Health Act 1953 (Cth),

as amended from time to time;

- the Insured Person being under the influence of intoxicating liquor or any other drug unless it was prescribed by a Medical Practitioner and taken in accordance with the Medical Practitioner's advice.
- 4. an Insured Person engaging in or taking part in naval, military or air force service or operations.
- 5. racing and/or time trials of any form, other than on foot.
- 6. 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.
- any deliberate self-inflicted harm or Injury, caused or committed by the Insured Person, including suicide or attempted suicide, reckless misconduct or any criminal or illegal act.
- 8. War, Civil War, rebellion, revolution, insurrection or military or usurped power in or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority in the Insured's Country of Domicile or Country of Expatriation, or the Insured Person taking part in a riot or civil commotion.
- 9. an Insured Person engaging in or taking part in or training for Professional Sports of any kind.
- 10. an Insured Person engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.
- 11. travel that is planned and/or undertaken:
  - a. by the Insured Person against the advice of a Medical Practitioner; or
  - b. when the Insured Person is unfit to travel; or
  - c. for the purpose of the Insured Person to seek medical attention for a Pre-Existing Condition.
- any congenital deformities or abnormalities occurring or diagnosed prior to the Insured Person's Effective Date of Cover under this Policy.
- 13. any cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of an Injury to the Insured Person).

- 14. any expenses or charges incurred after the Insured Person or their representatives or Insured refused to follow or ignored the reasonable instructions and directions of Us, AHI or AHI Assist where it was reasonably practicable to do so in the circumstances.
- 15. any infertility, sterilisation or abortion (unless certified as medically necessary by the attending Medical Practitioner).
- 16. any medical services provided within the Commonwealth of Australia where an eligible Insured Person receives:
  - a. treatment or services which are covered by Medicare and the contribution of any further payment to this service would contravene provisions of the Private Health Insurance Act 2007 (Cth); or
  - the Health Insurance Act 1973 (Cth), the National Health Act 1953 (Cth), or any succeeding or amending legislation to the aforementioned Acts; or
  - supplies or purchases Prescription Medicines or pharmaceutical supplies that are either available through the Pharmaceutical Benefits Scheme (PBS) of Australia, or below the PBS co-payment threshold; or
  - Medicare eligible services where the service provider has charged above the Medicare Scheduled Fee for that itemised service (i.e. the difference or "gap" payment, including booking fees, administration fees).
- 17. any Benefits, treatment or services covered by Compensation under Australian and international equivalents of National Health schemes, Government Sponsored Funds, Workers' Compensation Acts, Transport Compensation Acts or Private Health Insurance of which the Insured Person is a member, or where payment of Benefits under this Policy would be in breach of such statutes.
- 18. any non-medical services including but not limited to telephone, newspapers, magazines and television.
- any expenses incurred whilst an Insured Person is undertaking private Leisure Travel outside of the Insured's Country of Expatriation or Country of Domicile.
- any medication, medical supplements or medical supplies that are able to be purchased without the need for a medical prescription (i.e. over-the-counter).
- 21. any treatment arranged in advance of Insured Person's arrival in the Country of Assignment.
- 22. an Insured Person playing or training for any code of football with a registered club or the Insured Person being a registered player.
- 23. losses arising from Nuclear, Biological or Chemical
- 24. any Pre-Existing Conditions, unless the Pre-Existing Condition had been declared to and accepted by Us in writing.

No cover is provided or deemed to be provided and We shall not be liable to pay for any Claim or to provide any Benefit hereunder to the extent that:

25. the provision of such cover, payment of such Claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations Security Council (UNSC) resolutions or the trade or

economic sanctions, laws or regulations of Australia, European Union, United Kingdom and/or the United States of America.

## General Conditions and Limitations

The following conditions and limitations apply to this Policy.

#### **Additions and Deletions**

The Insured must declare to Us in writing of any Insured Persons who are required to be covered under the Policy during the Period of Insurance within thirty (30) consecutive days from their Effective Date of Cover. Cover will be subject to a pro-rata premium for time on risk, which can be paid on a quarterly or annual basis. The Insured must also declare to Us any Insured Persons who no longer require cover under the Policy within thirty (30) consecutive days from their date of cessation.

The maximum pro-rata refund premium applicable for Insured Persons that no longer require cover under the Policy will be limited to one hundred and twenty (120) consecutive days. Furthermore, We reserve the right not to refund any premium, or only a refund portion of the premium, if We have paid a Claim or intend to pay a Claim under the Policy during the Period of Insurance.

#### **Age Limitation**

Age limits apply to this policy. No cover is provided for Insured Persons who have not attained the minimum age or who have attained the maximum age limits of the Policy at the time of an Event.

- The maximum age limit is shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)". If "Maximum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no maximum age limit applies to the Policy.
- The minimum age limit is shown in the Policy Schedule against "Minimum Age Limit (sub limits may apply)". If "Minimum Age Limit (sub limits may apply)" is not shown in the Policy Schedule, no minimum age limit applies to the Policy.

Specific age limits may also apply to each Benefit included on this Policy. Please refer to each Benefit for full details.

#### **Additions and Deletions**

AHI Assist is AHI's assistance service provider. They provide pre travel safety advice and in the event of a potential Claim, they provide coordination of services such as:

- International medical services
- International evacuations
- Transportation and accommodation booking services
- International specialist security advice and services

- International legal advice
- Translation services
- Repatriation of mortal remains
- Response to international Kidnap, Extortion and Detention situations
- Baggage, Money and Travel Document services

Policy coverage for coordination services provided by AHI Assist are subject to the terms and conditions of the Policy.

AHI and AHI Assist have a cashless, direct billing agreement, which provides automatic approval and payment for all assistance which is covered by the Policy.

The following conditions apply to services provided by AHI Assist:

- In the event of assistance being provided by AHI Assist in good faith and at the request of the Insured Person to any person that is not an Insured Person under the Policy, the Insured shall reimburse Us for all costs incurred.
- The appropriate type, cost and level of any medical or emergency assistance provided by AHI Assist to an Insured Person shall be determined and set by AHI Assist.
- AHI Assist must be contacted as soon as reasonably practicable of any Insured Person incurring any potential Claim or expense.
- 4. Any assistance, service or advice that requires specific tailoring or modification from the standard service provided by AHI Assist under this Policy is to be arranged directly with AHI Assist at a cost agreed at the time of the request and will be invoiced directly by AHI Assist.
- 5. The Insured and/or Insured Person must not act contrary to the reasonable instructions of local law enforcement or contrary to the law. When attempting to resolve problems encountered, the Insured or Insured Person should contact and follow the advice of AHI Assist where reasonably practicable to do so.
- 6. Where evacuation or assistance is required, AHI Assist should be contacted where reasonably practicable to do so to confirm cover.
- 7. Where possible AHI Assist will make all travel arrangements and in all cases, will decide where to send the Insured Person.

#### Cancellation

- The Insured may cancel the Policy at any time by telling Us in writing:
  - a. If the Insured cancels the Policy, (subject to the cooling-off rights) We shall retain and be entitled to the proportional premium for the period during which the Policy has been in force plus Our cancellation charge;
  - Cancellation by the Insured will be effective when We receive the request; and
  - c. Where there is more than one Insured under the Policy, We will only cancel the Policy when a written agreement to cancel it is received from all of the Insureds.
- 2. We may only cancel the Policy by giving the Insured written notice and where permitted by law, including

where it is in accordance with the provisions contained in Part VII 'expiration, renewal and cancellation' of the Insurance Contracts Act, including where the Insured has:

- a. made a misrepresentation to Us before the Policy was entered into in breach of the duty to take reasonable care not to make a misrepresentation; or
- b. failed to comply with a provision of the Policy including failure to pay the premium; or
- made a fraudulent Claim under the Policy or any other policy during the time the Policy has been in effect; or
- d. failed to notify Us of a specific act or omission as required by the Policy.
- 3. If We cancel the Policy, We will advise the Insured in writing and cancellation will take effect at whatever is the earlier of the following times:
  - a. when another contract of insurance is taken out by the Insured to replace the Policy; or
  - at 4.00p.m. local standard time of the third business day after the day on which notice was given to the Insured or such later time as We may specify in the notice.

After cancellation and subject to the cooling-off rights (See 'Important Information'), We will keep the premium for the period that the Policy was in force and We will return to the Insured the unexpired portion of the premium for the period from the date the Policy was cancelled to the due date of the Policy. We will not refund any premium if a Claim has been made under any Benefit of this Policy.

 Where the Policy is cancelled, We do not notify any Insured Persons who are not the Insured.

#### **Change in Activities**

The Insured must inform Us as soon as reasonably practicable of any change or alteration in the Insured's activities that the Insured knows, or ought reasonably to know, will cause an increase in the likelihood of the Insured or an Insured Person making a Claim under the Policy.

This includes but is not limited to:

- Change in work duties performed; or
- Change in business activities; or
- Changes in location of the risk

If We agree to accept this change, We will do so in writing, and you must pay Us any additional premium that We may reasonably require. We reserve the right to amend cover or decline to cover any change in activities according to the terms of the Policy or where permitted by law. We also reserve the right to charge additional premium where We agree to cover the change in activities.

Furthermore, where We are permitted by law to cancel the Policy as a result of a failure by the Insured to notify Us, as required, We reserve the right not to refund any premium, or only a refund portion of the premium, if We have paid a Claim or intend to pay a Claim under the Policy during the Period of Insurance.

#### **Claim Forms**

We will, upon receipt of notice of a Claim, provide Claim forms and other documentation as required by Us for completion by the Insured Person and/or Insured as the case may be. We shall not be liable to make any payment under this Policy unless the Claim form is completed to Our reasonable satisfaction and provided to Us as soon as reasonably practicable. All information reasonably required by Us must be furnished at the expense of the Insured unless otherwise agreed by Us.

From time to time We may request a progressive Claim form be completed by the Insured Person's attending Medical Practitioner.

#### **Claims Off-Set and Other Deductions**

In respect of any Benefit which is intended to reimburse incurred expenses or financial losses, there is no cover under the Policy for any loss, damage, liability, Insured Event, Injury or Sickness which is covered under any Other Insurance policy, health or medical scheme or any government legislation or is payable by any other source. We will however pay the difference between what is payable under the Other Insurance policy, health or medical scheme or any government legislation or such other source and what the Insured or the Insured Person would be otherwise entitled to recover under the Policy, where permissible by law. We will take into account any Excess or co-payment.

#### **Consent to Notification**

Acceptance of this Policy means that the Insured consents that We may provide information, including but not limited to notices, in an email or in any other form of electronic communication.

#### **Currency**

All amounts shown in the Policy are in Australian dollars (AUD), unless otherwise shown in the Policy Schedule against "Policy Currency". Any Claim or Benefit paid under this Policy will be paid in Australian dollars (AUD) or the currency shown in the Policy Schedule against "Policy Currency". International bank transaction fees are covered to a maximum of fifty (\$50) dollars per Claim.

If expenses are incurred in a currency different to Australian dollars (AUD) dollars or the currency shown in the Policy Schedule against "Policy Currency", then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss sourced from the OANDA website <a href="www.oanda.com">www.oanda.com</a>. Note, that exchange rate differences may occur resulting in variation between original value and final payment amount, this can be minimised by requesting all payment be made in Australian dollars (AUD) into an Australian bank account.

#### **Documentation**

The Insured must provide all Insured Persons:

- with a copy of the PDS at the commencement of the Period of Insurance;
- 2. with information that any Claim they make is subject to the terms, conditions and exclusions of the Policy;
- with information that is relevant to the Policy cover contained in the Policy Schedule, including but not limited to the definition of Insured Persons, the Period of Insurance, the Scope of Cover and the nature and effect of any endorsement to the Policy; and
- 4. if the Policy is lapsed or cancelled, a note to this effect.

As We are not in direct contact with, and We do not know who the fluctuating body of Insured Persons are, We must rely on the Insured to ensure that the Insured Persons receive the required Policy information.

#### **Due Diligence**

The Insured and all Insured Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

#### **Duplicate Benefit Cover**

If an Insured Person is entitled to a benefit payable under more than one policy issued by Us held by the same Insured and for the same Event, We will only pay a benefit under one policy, whichever provides the highest benefit limit

#### **Duty to Co-Operate**

- The Benefits of this Policy depend on the Insured or any person covered by this Policy giving Us or AHI any reasonable information and help We or AHI require. This includes giving Us or AHI written statements and/or documents We or AHI consider relevant. We or AHI may also require the Insured or any person covered by this Policy to attend court to give evidence. The Insured and any person covered by this Policy must help Us or AHI even when We have paid a Claim.
- If the Insured or any person covered by this Policy are in receipt of weekly Benefit payments for Temporary Total Disablement or Temporary Partial Disablement, We may appoint a return to work coordinator or vocational rehabilitation provider. Such persons will work with the Insured, the Insured Person's Employer and the Insured's nominated treating Medical Practitioner to explore and facilitate possible return to work strategies within the functional parameters of the medical condition. The Insured must give Us reasonable cooperation in participating in such injury management.
- 3. If the Insured or any person covered by this Policy do not cooperate with the above the Insured or any person covered by this Policy will be in breach of this Policy and payments may be either suspended, or be reduced to the extent that the Insured's non- cooperation prejudices Our liability to make ongoing Benefit payments as permitted by Section 54 of the Insurance Contracts Act3.

#### **Governing Law and Jurisdiction**

This Policy shall be governed and construed in accordance with the laws of Australia. Any dispute under this Policy shall be resolved in accordance with the laws of Australia.

#### **Headings**

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the Policy are not to be construed or interpreted by reference to such headings.

#### **Instalment Premium Payments**

Where We agree that the Insured can pay the premium by seven (7) or more premium instalments and an instalment is unpaid for more than one (1) month, We may be entitled to cancel your policy in accordance with Section 62 of the Insurance Contracts Act.

#### **Limit of Liability**

The most We will pay in any one Period of Insurance under this Policy is shown in the Policy Schedule against "Aggregate Limit of Liability". We may also include an Aggregate Limit of Liability for specific Benefits or Events. If We include a specific Aggregate Limit of Liability for a Benefit or an Event, such limit will be shown in the Policy Schedule. In the event the Aggregate Limit of Liability is reached, the amount can be reinstated with Our agreement and payment of the appropriate additional premium (plus any charges).

#### **Notice of Claim**

Written notice of Claim must be given to AHI as soon as reasonably practicable after the occurrence of any circumstances giving rise to a Claim.

#### **Other Insurance**

In the event of a Claim, the Insured Person must advise Us as soon as reasonably practicable of any Other Insurance they are entitled to Claim under or have access to that covers the same risk or loss.

#### **Payments**

Unless otherwise stated, all Compensation shall be paid to the Insured Person, or in the case of the Insured Person's death, to the Insured Person's legal personal representative.

#### **Physical Examination and Autopsy**

In relation to a Claim under this Policy where We do not agree with the opinion given by the Medical Practitioner, We have the right (at Our own expense) to conduct any medical examination or examinations of the Insured Person or in the event of death, arrange for an autopsy to be carried out. We may also at any time during a Claim ask for further information or appoint a person to conduct further enquiries into the nature and circumstances of the Claim.

If the Medical Practitioner (authorised by Us) forms an opinion that is contrary to the opinion of the initial Medical Practitioner, We will obtain an independent Medical Practitioner's opinion which will be the opinion used for the purposes of determining a Claim.

#### Written Approval

If the Insured Person seeks to return to the Country of Expatriation from their Country of Domicile, it must be on the written approval of Our Medical Practitioner in consultation with the Insured Person's attending Medical Practitioner.

#### **Premium Adjustments**

This Policy may be subject to a premium adjustment if there are any changes to the underwriting information provided by the Insured. We may ask for updated underwriting information at the end of the Period of Insurance.

Any premium adjustment is subject to the Insured's Claims experience and the application of Our minimum premium (which is available on request).

#### Singular / Plural

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

#### **Subrogation**

- If We make any payments under the Policy to an Insured or an Insured Person, then, to the extent the Insured or Insured Person may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave rise to the payments being made under the Policy, then We have a right of subrogation and repayment including any Claim for interest by way of an action which may be brought in the name of the Insured and/or Insured Person against such third party. Both the Insured and Insured Person must provide reasonable cooperation to Us in pursuing any such right.
- 2. If the Insured Person brings a Claim for loss or damage in their own name against a third party in respect of the facts, matters and circumstances which gave rise to the payments being made under this Policy, then the Insured Person must include in their Claim any payments which may be recoverable from the third party including a Claim for interest (recoverable payments) and should the Insured Person recover damages against the third party either by way of settlement or judgment then the Insured Person must repay to Us out of any such damages the recoverable payments which the Insured Person received under this Policy. We will provide reasonable cooperation to the Insured Person and their legal advisers in bringing any such action.
- 3. If the Insured Person has at any time entered into or enters into a contract or agreement with another party that prevents the Insured Person's entitlement, and hence Our entitlement, to recover under Our right of subrogation then We may be entitled to rely on Section 54 of the Insurance Contracts Act to refuse to pay a Claim in whole or in part.

### **AHI Standard Definitions**

The meaning of the words as defined in this section apply to this Policy, when such words are capitalised.

**ACCIDENT** means a sudden, external, unforeseeable and unexpected specific Event which occurs at a definable time and place.

ACCOMMODATION EXPENSES means reasonable and necessary charges for accommodation which We have organised or authorised in writing prior to the commencement of the accommodation period. It does not include any charges which the Insured or Insured Person have originally budgeted.

**AGGREGATE LIMIT OF LIABILITY** means the most We will pay.

AHI means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 17, 60 Margaret Street, Sydney, New South Wales, 2000, Australia.

AHI ASSIST means AHI's international medical, safety & security and emergency management service.

AIRFAIR CHARGES means economy class ticket on a scheduled flight, unless otherwise agreed by Us in writing. It does not include any charges which the Insured or Insured Person have originally budgeted.

ALLIED HEALTH CARE PROVIDER means a legally licensed, registered and qualified health professional that performs diagnostic procedures, provides therapeutic service and patient care in a Hospital, private practice, in-home or community health facility who is not:

- a Medical Practitioner and who is not the Insured Person and/or the Insured, or
- 2. a Relative of the Insured and/or Insured Person.

Allied Health Care Provider includes but is not limited to audiologists, chiropractors, dental hygienists, dietitians, exercise physiologists, medical technologists, occupational therapists, orthoptists, orthotists and prosthetists, osteopaths, pharmacists, podiatrists, psychologists, physical therapists, radiographers, respiratory therapists, speech / language pathologists, sonographers, and social workers.

AMBULANCE SERVICE EXPENSES means charges for transportation in a medical emergency vehicle and/or aircraft of an Insured Person to a Hospital, including inter-Hospital transfers that are necessary because the original admitting Hospital does not have the required medical facilities. It does not mean transfers due to Insured Person preferences.

ANNUAL AGGREGATE EXCESS means the cumulative amount an Insured or Insured Person must contribute towards the cost of Claims in any one (1) Period of Insurance before a Benefit is payable under this Policy per single, couple or family.

**BENEFIT** means Compensation which We will pay to the Insured or Insured Person, or as otherwise specified in the Policy, when a specific set of circumstances are satisfied. Benefits are located under the Benefits heading in the Policy Wording.

**BENEFIT LIMIT** means a condition applicable to a Benefit.

BENEFIT PERIOD means the maximum period of time for which We will continue to pay a Benefit irrespective of whether Claims are made under this Policy or another policy held by the Insured or Insured Person with Us, unless We have agreed to provide that cover over and above this Policy. If a Deferral Period applies to the Benefit, the Benefit Period for that Benefit begins at the end of the Deferral Period.

CHARTER FLIGHT means an aircraft that is chartered for a specific trip(s) by the Insured or Insured Person to fly to and/or from declared take-off and landing facilities and where the flight is not part of an airline's regular scheduled flights for the general public.

**CIVIL WAR** (whether declared or not) means any of the following: armed opposition, insurrection, revolution, armed rebellion or sedition between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or idealistic groups.

**CLAIM** means an application for Compensation under a Benefit of this Policy.

**COMPENSATION** means the amount We will pay for a Benefit.

**COUNTRY OF DOMICILE** means the country in which the Insured Person is deemed a citizen or permanent resident (e.g. holder of a multiple entry visa or permit which gives an Insured Person resident rights in such country).

**COUNTRY OF EXPATRIATION** means a country other than the Insured Person's Country of Domicile, that is:

- where the Insured Person will spend most of their time whilst outside of their Country of Domicile; or
- where the Insured Person is residing whilst on an overseas expatriate assignment; or
- 3. as declared to Us; or
- 4. as named in the Policy Schedule.

**DAILY BENEFIT** means the maximum amount We will pay for each elapsed period of twenty four (24) consecutive hours.

**DEFERRAL PERIOD** means the continuous period of time shown in the Policy Schedule during which no Compensation is payable for a Benefit. The Deferral Period begins at the point in time that the Benefit would have been payable if there was no Deferral Period.

**DENTAL SERVICES (MAJOR) EXPENSES** means charges (approved by Us) made by a Medical Practitioner for root canal treatment, endodontic treatment, oral surgery, anesthetic services, periodontal surgery, orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodeling and other specialist services.

**DENTAL SERVICES (ROUTINE) EXPENSES** means charges made by a Medical Practitioner for examinations, scaling and cleaning (removal of plaque), application of fluoride, amalgam or composite resin dental filling and restorations, diagnostic services, x-rays, injections and single Tooth extraction.

#### **EFFECTIVE DATE OF COVER** means the date the:

- Insured Person first becomes an Insured Person under this Policy and is shown in the Policy Schedule or subsequent endorsement as an Insured Person; and
- Premium is paid or agreed to be paid by the Insured for the Insured Person.

**EXCESS** means the amount an Insured or Insured Person must contribute towards the cost of a Claim under this Policy. Where an Excess applies it will be shown in the Policy Schedule and Compensation will be paid less the Excess amount.

**EXPENSE LIMITATION** means the maximum percentage of an expense which We will reimburse in the event of a Claim.

**EXTORTION** means a physical threat or intimidation of an Insured Person for the purpose of demanding a Ransom for that Insured Person.

**EVENT** means a situation or series of situations that give rise to a Claim.

HERBAL MEDICINES means medicine that is natural 'botanical' (legally approved plants or plant extracts) that may be ingested or applied to the skin to treat Injury or Sickness, that is prepared and purchased from a Medical Practitioner or legally licensed and registered herbalist as prescription only. It is used as an alternative to pharmaceutical derived medication prescribed by a Medical Practitioner and does not include any pharmaceutical prepared or manufactured herb based vitamins, supplements, peptides, breathing vapour, scented candles and purifiers or associated equipment.

**HOME LEAVE** means leave where the Insured Person(s) returns to their Country of Domicile.

HOME NURSING EXPENSES means expenses incurred by an Insured Person for home nursing care, provided the care is considered necessary as evidenced by a written statement from a Medical Practitioner and such care is provided by a legally qualified and registered nurse who is not the Insured, the Insured Person, a Relative of the Insured and/or the Insured Person or an employee or director of the Insured.

**HOSPITAL** means a place registered as a hospital for the care and treatment of sick or injured persons and which has the following characteristics:

- organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a prearranged basis;
- provides twenty-four (24) hours a day nursing services by registered nurses;
- 3. is under the supervision of a Medical Practitioner; and
- is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholism or any other substance abuse, a nursing, rest or convalescence home or home for the aged or similar establishment.

**HOSPITAL EXPENSES** means charges whilst in Hospital for:

- 1. Hospital room and board;
- 2. use of operating theatre;
- 3. Prescription Medicines:
- 4. dressings/bandages;
- 5. splints;
- 6. plaster casts:
- 7. rental of wheelchair;
- 8. miscellaneous Hospital equipment;
- 9. Medical Practitioner services;
- 10. anesthesia and its administration;
- 11. surgical procedures;
- 12. Allied Health Care Provider services;
- 13. dental care and treatment.

**INJURY** means bodily injury resulting from an Accident that occurs fortuitously to the Insured Person. Injury does not include:

- any consequences of an Injury which are ordinarily described as being a Sickness, illness or disease, including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- 2. an aggravation of a pre-existing Injury;
- any degenerative condition.

**INSURANCE CONTRACTS ACT** means the Insurance Contracts Act 1984 (Cth) as amended from time to time.

**INSURED** means the named company, organisation or person listed as the Insured in the Policy Schedule with whom We enter into the Policy. They are the contracting party.

INSURED EVENT means an Event covered under the Policy.

**INSURED PERSON** means any person stated by name, classification or meeting the criteria specified for an Insured Person in the Policy Schedule for the insurance cover selected by the Insured and with respect to whom a premium has been paid.

#### **INSURER** means:

Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291 AFS Licence No.246548 (TMNF)

Level 17, 60 Margaret Street, SYDNEY NSW 2000

Telephone: +61 2 9225 7500

Website: <u>www.tokiomarine.com.au</u>

LABORATORY EXAMINATION means laboratory tests and analysis made for diagnostic and/or treatment purposes including urinalysis, blood tests, microbiological cultures, pathology tests and analysis and other tests of body fluids.

**LEISURE TRAVEL** means a Journey or a component of a Journey which is not related to the business of the Insured.

MATERNITY CARE EXPENSES means charges for pre-natal, delivery and post-natal care and treatment (up to one hundred and eighty-two (182) consecutive days after the birth of the child) for the care and treatment of the mother from the date of conception (or known conception).

MEDICAL AIDS means any device that is not surgically implanted, including but not limited to CPAP machines, hearing aids, nebulisers and glucose monitors as deemed to be necessary in the treatment of the Insured Person by the treating Medical Practitioner. This excludes household appliances including all air purifiers, vaporisers and humidifiers.

MEDICAL EVACUATION means an evacuation due to medical treatment being immediately required and the medical condition being sudden and life threatening. Medical Evacuation also includes repatriation to the point of origin or Country of Domicile, whichever is the most appropriate.

**MEDICAL EXPENSES** means all reasonable expenses incurred from a Medical Practitioner, legally qualified and registered nurse, Hospital or registered ambulance service for medical

surgery or other diagnostic or remedial treatment including the cost of medical supplies given or Prescription Medicines and ambulance hire.

**MEDICAL IMAGING** means charges for: X-rays, ultrasounds, magnetic resonance imaging (MRI), or computerised axial tomography (CT scan or CAT scan) or similar imaging technology used for diagnostic and/or treatment purposes.

MEDICAL MOBILITY EQUIPMENT means any out of Hospital mobility and movement equipment to assist in patient transportation and recovery approved by a Medical Practitioner including A-frames, crutches, walker, walking stick, wheelchair (non-motorised), scooter (non-motorised), moon boot, knee brace, neck, arm or leg supports.

#### MEDICAL PRACTITIONER means a person who:

- is qualified in medicine, optometry, psychology, psychiatry, or dentistry, and registered with the relevant medical board of Australia or the respective medical board of the country in which they practice medicine, psychology, psychiatry, optometry, or dentistry and
- 2. is not the Insured Person, the Insured, director or employee of the Insured, or Relative of the Insured.

**MENTAL HEALTH CONDITION** means a condition that is a Sickness and diagnosed by a Medical Practitioner and results from an Insured Person directly or indirectly suffering from but not limited to stress, depression, anxiety, neurosis or any psychosomatic, psychological, psychotic, or other mental or nervous disorder.

OCCUPATIONAL THERAPY EXPENSES means the reasonable and necessarily incurred charges for rehabilitation treatment and/or occupational therapy as prescribed by the treating Medical Practitioner as a result of an Injury or Sickness.

**OCCURRENCE** means an Event which results in bodily Injury or property damage, neither expected nor intended from the Insured Person's standpoint.

**ONGOING MEDICAL EXPENSES** means all reasonable Medical Expenses necessarily incurred:

- 1. in the Insured Person's Country of Domicile; and
- as a result of sustaining an Injury or suffering a Sickness for which treatment was first sought and received from a Medical Practitioner whilst outside the Insured Person's Country of Domicile.

OTHER INSURANCE means in the event of a Claim, the Insured or an Insured Person must advise Us as to the existence of any other insurance they are entitled to Claim under or have access to that covers the same Events or loss.

**OUT-PATIENT MEDICAL CARE EXPENSES** means charges for Medical Expenses which are not Hospital Expenses.

**PARTNER** means an Insured Person's wife or husband, defacto partner or a partner who has continuously cohabited with the Insured Person for a period of ninety (90) consecutive days or more at the time of the Event.

**PERIOD OF INSURANCE** means the period of time after the Inception Date and before the Expiry Date shown in the Policy Schedule.

**POLICY** means this Product Disclosure Statement (PDS), the policy wording, current Policy Schedule and any other documents We may issue to the Insured that We advise will form part of the Policy. Other documents can consist of endorsements and/or Supplementary Product Disclosure Statements (SPDS's).

**POLICY SCHEDULE** means any current, subsequent, renewal or variation schedule listing the Benefits and limits that forms part of the Policy issued by Us to the Insured.

PRE-EXISTING CONDITION means injury, sickness, any medical or physical condition, symptom, disorder, disease, disability or illness (including mental illness), of which an Insured Person, in the three hundred and sixty-five (365) consecutive days prior to becoming the Insured Person:

- was aware of, or a reasonable person in the circumstances could be expected to have been aware of, whether diagnosed or not; or
- has sought, or received recommendation for, medical advice or treatment, or a reasonable person in the circumstances would have sought medical advice or treatment.

Any medical condition that an Insured Person has suffered from or been treated for, which is ongoing monitoring or investigation, is considered as a Pre-Existing Condition.

**PRESCRIPTION MEDICINES** means medication prescribed by a Medical Practitioner and are not available without a prescription.

**PSYCHOLOGY EXPENSES** means charges made by a duly qualified psychologist for the provision of mental health services provided that the Insured Person is referred for such treatment by their treating Medical Practitioner.

**RECOGNISED INSURANCE PROVIDER** means any Australian or international insurer licensed to insure general insurance or health insurance including as a registered health fund.

**RELATIVE** means the Insured Person's Partner, children, parent, parent-in-law, grandparent, step-parent, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother, half-sister, aunty, uncle, niece or nephew.

**SCOPE OF COVER** means the operative period for which a Benefit is payable, as shown in the Policy Schedule.

**SICKNESS** means any illness, disease or syndrome suffered by the Insured Person, which is not a Pre-Existing Condition and which manifests itself during the Period of Insurance.

**SPECIFIED BAGGAGE** means the items stated in the Specified Baggage Benefit.

**SUM INSURED** means the maximum amount of Compensation We will pay under a Benefit for any one Insured Person, for any one Event.

**TERRORISM** means any act, preparation in respect of action or threat of action, designed to:

- 1. influence a government or any political division within it for any purpose; and/or
- 2. intimidate or influence the public or any section of the public with the intention of advancing a political, religious, ideological or similar purpose.

**TOOTH or TEETH** means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants, crowns, prosthetic teeth and dental fillings.

**WAITING PERIOD** means the period of continuous cover that an Insured Person must accumulate before a specific Benefit/ any Benefits can be paid.

WAR (whether war is declared or not) means a state of armed conflict between different countries, different groups or factions within a country, Nuclear, Biological or Chemical Terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations or Civil War.

WE/OUR/US/TMNF means the Insurer.

## Contact Us

To find out how AHI can help you protect what matters most, please get in touch.

Sydney I Melbourne I Brisbane I Perth 1800 618 700

