



QBE Insurance (Australia) Limited

Victor Insurance Broadform Liability

Policy Wording



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Introduction

About Marsh Advantage Insurance

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303), Australian Financial Services Licence (AFSL) No 238369 (Marsh Advantage Insurance). Marsh Advantage Insurance is a subsidiary of Marsh Inc. Marsh Inc. is a world leader in delivering risk and insurance services and solutions to clients.

Global risk management consulting, insurance broking and insurance program management services are provided for businesses, professional services organisations and private clients under the Marsh Advantage Insurance name.

Marsh Advantage Insurance's ultimate parent is Marsh & McLennan Companies, Inc. (MMC) which is a public company listed on the New York, Chicago and London stock exchanges.

About Victor Insurance

Victor Insurance Pty Ltd (Victor Insurance) is an underwriting agency and acts on behalf of QBE Insurance (Australia) Limited ABN 78 003 191 035 AFS Licence No 239545. Victor Insurance is an Authorised Representative (No. 403803) of Marsh Pty Ltd ABN 86 004 651 512 AFS Licence No 238983 (Marsh). Victor Insurance is a subsidiary of Marsh, which is part of the Marsh & McLennan Companies (MMC) group of companies.

Victor Insurance can be contacted at:

Phone – (02) 8864 7688

Address – One International Towers, 100 Barangaroo Avenue, Sydney NSW 2000

Post – PO Box H176, Australia Square NSW 1215

The Insurer (QBE)

The insurer of this Policy is QBE (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545) (QBE). In this Policy the insurer is called "We", "Us" or "Our".

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

About Echelon

Echelon Australia Pty Limited ABN 96 085 720 056 (Echelon) is wholly owned subsidiary of Marsh and a business of Marsh & McLennan Companies (MMC). Echelon is a national company with offices in all major capitals and strategic regional centres. Echelon consultants will actively support the claims process with a view to resolve outstanding claims as quickly as possible by providing direct access to relevant specialists and industry experts.

Claims are lodged via - Echelon Claims Services at GPO Box 1693 Adelaide SA 5001

Phone: 1800 640 009 Fax: (08) 8235 6448

Policy Schedules

Policy Schedules are a record of Your specific insurance covers. When You receive them, please check the Policy Schedules carefully and inform Marsh Advantage Insurance immediately if You feel anything needs to be changed. In order that You always have a complete up-to-date record of Your cover, Marsh Advantage Insurance will send You a new set of Policy Schedules whenever Your insurance cover is renewed or changed in any way.

Policy Wordings

The Policy Wording details all the terms and Conditions of cover. In certain cases, Additional Benefits, Definitions, Exclusions and Conditions have been included or varied to suit the requirements of Your Business. In these cases Endorsements are included with the relevant Policy Wording and are shown on Your Policy Schedule.

Important

You are only covered for those sections which are shown on the policy schedule or in respect of which a certificate of insurance has been issued.

General Insurance for Broadform Liability Policy

The information contained in this part is general information only and does not form part of Your insurance contract with Us. The Policy Terms and Conditions in the remainder of this document contain the details of Your contract.

Duty of Disclosure - What you must tell us

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Non-Disclosure

If You fail to comply with Your duty of disclosure We may be entitled to reduce Our liability under this Policy in respect of a claim or may cancel this Policy. If Your non-disclosure is fraudulent, We may also have the option of avoiding this Policy from its beginning.

Privacy

Victor Insurance Privacy Policy

Victor Insurance Pty Ltd (Victor Insurance) is committed to the protection of your privacy and is bound by the Australian Privacy Principles (APPs) for the handling of your information. Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy by accessing our website (<https://www.victorinsurance.com.au/privacy-policy>) or by obtaining a copy from our Privacy Officer (One International Towers, 100 Barangaroo Ave, Sydney, NSW, 2000, or on telephone number (02) 8864 7688 or email: privacy.australia@marsh.com.au). If you have any questions or comments in relation to Privacy including how we deal with any privacy complaints or you wish to access your personal information or update it please contact our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide that information to us, the purposes we may use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

QBE Privacy Policy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> • complaints@qbe.com, to make a complaint. • privacy@qbe.com, to contact us about privacy or your personal information. • customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

The Policy and Victor Insurance's service

If you have a complaint about this Policy, or about Victor Insurance's service, you can contact Victor Insurance at:

The Dispute Resolution Manager
Victor Insurance Pty Ltd
PO Box H176, Australia Square NSW 1215
Telephone: (02) 9290 8000

Money Back Promise

If You are not completely happy with this contract, We will try to help with Your concerns, or You can return it with the Policy Schedule for a refund - We will refund the full amount of the premium if you do this within (30) days of cover starting and no event for which a claim could be made has occurred.

Renewal Procedure

Before this contract expires, We will send a Renewal Notice or Expiry Notice advising the cover details, the sum insured and the amount of premium payable to renew this contract. It is important that You check all the details on the Policy Schedule including the sums insured before renewing the Insurance Contract to satisfy Yourself they are the full replacement values.

Who Is Insured Under This Policy

The "Insured", "You", "Your", means the party or parties named as the Insured in this Policy Schedule.

Policy Terms and Conditions for Broadform Liability

Our Agreement with You

This Policy is a legal contract between You and Us. You pay Us the premium, and We provide You with the cover You have chosen as set out in the Policy, occurring during the Period of Insurance shown on Your Policy Schedule or any renewal period.

The amount of any Excess that applies to Your Policy is shown on the Policy Schedule.

The Exclusions and General Conditions apply to all Sections of this Policy.

Your Policy

Your Policy consists of the Policy terms and Conditions and the Policy Schedule We give You.

Please read the Policy carefully, and satisfy Yourself that it provides the cover You require.

If You need more information about any part of Your Policy, please ask Marsh Advantage Insurance, Your Financial Services Provider.

Paying Your Premium

You must pay Your premium, any adjustments of premium, GST and other amounts charged for this Policy and any renewal, extension or endorsement to this Policy by the due date. If We do not receive the premium by this date or Your payment is dishonoured this Policy will not operate and there will be no cover.

How Goods and Services Tax Affects any Payments We Make

The amount of premium payable by You for this Policy includes an amount on account of the GST on the premium.

When We pay a claim, Your GST status will determine the amount We pay.

When You are:

- (a) not registered for GST, the amount We pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST.
- (b) registered for GST, We will pay the sum insured/limit of indemnity or the other limits of insurance and where You are liable to pay an amount for GST in respect of an acquisition relevant to Your claim (such as services to repair a Damaged item insured under the Policy) We will pay for the GST amount.

We will reduce the GST amount We pay by the amount of any input tax credit to which You are or would be entitled if You made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through Your Business Activity Statement (BAS).

You must advise Us of Your correct Australian Business Number & Taxable Percentage.

Any GST liability arising from Your incorrect advice is payable by You.

Where the settlement of Your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, We will only pay an amount for GST (less Your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover Your loss, We will only pay the GST relating to Our settlement of the claim.

We will (where relevant) pay You on Your claim by reference to the GST exclusive amount of any supply made by any Business of Yours which is relevant to Your claim.

GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is Your entitlement to an Input Tax Credit on Your premium as a percentage of the total GST on that premium.

Broadform Liability Insurance Policy

1. Cover

1.1 Insuring Clause

When You have paid or agree to pay the premium stated in the Policy Schedule, then subject to the terms, Conditions and Exclusions contained in or endorsed to this Policy We will pay to or on Your behalf all sums provided by this Policy which You shall become legally liable to pay as Compensation for Personal Injury, Property Damage and/or Advertising Liability happening during the Period of Insurance and caused by an Occurrence within the Geographical Limits as stated herein in connection with Your Business.

1.2 Limit of Liability

Our Limit of Liability in respect of any one claim or series of claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of one Occurrence shall not exceed the Limit of Liability stated in the Policy Schedule. All Personal Injury, Property Damage or Advertising Liability arising out of continuous or repeated exposure to substantially the same general conditions will be construed as arising out of one Occurrence.

Our total aggregate Liability during any one Period of Insurance for all claims arising out of Products Liability shall not exceed the Limit of Liability stated in the Policy Schedule.

Provided that the Limit of Liability in respect of Occurrences in North America will be inclusive of Supplementary Payments and will apply in the aggregate to all claims in any one Period of Insurance.

1.3 Supplementary Payments

We will pay in addition to the applicable Limit of Liability

- (a) all expenses incurred by Us, all costs recoverable from or awarded against You in any suit defended by Us and all interest on the entire amount of any judgment which occurs after the entry of the judgment and before We have paid or tendered or deposited in Court that part of the judgment which does not exceed Our Limit of Liability thereon.
- (b) expenses incurred by You for first aid to others at the time of an Occurrence for Personal Injury covered by this Policy (other than medical expenses prohibited by Law).
- (c) reasonable expenses incurred by You at Our request in assisting Us in the investigation or defence of any claim excluding loss of earnings.
- (d) all legal costs incurred by You with Our consent for Your representation at:
 - (i) any Coroner's Inquest or Inquiry;
 - (ii) any proceedings in any Court of Summary Jurisdiction in connection with liability insured under this Policy.

We shall have the right and duty to defend in Your name any suit against You seeking compensation on account of such Personal Injury, Property Damage or Advertising Liability even if the allegations of the claim or suit are groundless, false or fraudulent and may make such investigation and settlement of any claim or suit as is deemed expedient. We shall not be obliged to pay any claim or judgment or to defend any suit after we have discharged our liability under this Policy.

1.4 Excess

You shall pay the amount of the Excess shown in the Policy Schedule in respect of each claim. This amount will be deducted from the total amount otherwise payable by Us, including Supplementary Payments.

2. Definitions

Some of the words in this Policy have a special meaning. Wherever the following words or terms are used in the Policy, their meaning is as set out below:

2.1 Advertising Liability

means liability arising out of one or more of the following:

- (a) libel, slander or defamation;
- (b) infringement of copyright or of title or slogan;
- (c) piracy or unfair competition or idea misappropriation under an implied contract;
- (d) invasion of privacy,

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast and arising out of Your advertising activities or any advertising activities conducted on Your behalf in the course of advertising the Products, goods or services.

2.2 Aircraft

means any vessel, craft or thing made or intended to fly persons or property in or through the air, atmosphere or space.

2.3 Business

means the Business stated in the Policy Schedule and shall include:

- (a) property owners and/or occupiers;
- (b) all past or present activities associated with the Business as stated in the Policy Schedule;
- (c) the activities of any canteen, social, sports, welfare and/or child care organization or first aid, medical, fire or ambulance services referred to in Definition 2.21. (f) 'You', Your or Insured';
- (d) private work undertaken by Your Employees referred to in Definition 2.21 (a) and 2.21. (b) 'You', Your or Insured' for any director, partner or executive officer of the Insured.

2.4 Compensation

means monies paid or agreed to be paid by judgment, award or settlement for Personal Injury, Property Damage and/ or Advertising Liability. Provided that Compensation is only payable in respect of an Occurrence to which this Policy applies.

2.5 Electronic Data

means facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instruction for such equipment.

2.6 Employee

means any person engaged in the Business under a contract of service or apprenticeship with any of the persons insured as referred to in Definition 2.21. 'You, Your or Insured'.

2.7 Geographical Limits

means anywhere in the world but does not apply to any liability for claims:

- (a) arising in North America in respect of:
 - (i) ownership, occupancy or tenancy of any building, land or structure;
 - (ii) performance of manual labour;
 - (iii) any of Your Products knowingly exported by You, Your agents or servants.
- (b) made or actions instituted under the law of any country, state or territory (outside the Commonwealth of Australia) that requires such liability to be insured or secured with an Insurer or organization licensed in that country, state or territory to grant such insurance or security.

2.8 Hovercraft

means any vessel, craft or thing designed to transport persons or property over land or water, supported on a cushion of air.

2.9 Medical Persons

means medical doctors, medical nurses, dentists and first aid attendants.

2.10 North America

means the United States of America and Canada and any state or territory incorporated in, or administered by, or from, either the United States of America or Canada

2.11 Occurrence

means an event including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury, Property Damage or Advertising Liability neither expected nor intended from Your standpoint. With regards to Advertising Liability, all liability arising out of the same injurious material or act regardless of the number or kind of media used, the frequency or repetition thereof and the number of claimants shall be deemed to be one Occurrence.

2.12 Period of Insurance

means the period of time commencing on the 'From' date stated in the current Policy Schedule and ending on the 'To' date stated in that Policy Schedule.

2.13 Personal Injury

means:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury;
- (b) the effects of false arrest, false imprisonment, malicious prosecution and humiliation;
- (c) the effects of the publication or utterance of defamatory or disparaging material libel, slander, defamation of character;
- (d) wrongful entry or wrongful eviction or other invasion of the right of private occupancy;

- (e) assault and battery, not committed by You or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property;

which occurs during the Period of Insurance.

2.14 Policy Schedule

means the schedule, insurance certificate, renewal invitation or revised Policy Schedule issued by Us, whichever of those is the most current.

2.15 Products Liability

means Personal Injury or Property Damage:

- (a) caused by any defect in, or the harmful nature of any of Your Products;
- (b) resulting from any defect or deficiency in any direction or advice given or intended to be given by You concerning the use or storage of Your Products;

after Your Products have passed from Your physical or legal control.

2.16 Property Damage

means:

- (a) physical damage to or destruction or loss of tangible property which occurs during the Period of Insurance and any loss of use of that property resulting therefrom;
- (b) loss of use of tangible property which has not been physically damaged or destroyed or lost which is caused by physical damage to or destruction or loss of other tangible property which occurs during the Period of Insurance.

2.17 Public Liability

means liability covered by this Policy including Advertising Liability, but does not include Products Liability.

2.18 Tool of Trade

means any Vehicle which has any tool or plant forming part of or attached to or used in connection with it while such tool or plant is engaged on a work site, but does not include:

- (a) Vehicles whilst in transit to or from any worksite;
- (b) Vehicles used for transport or haulage.

2.19 Vehicle

means any type of machine on wheels or on self-laid tracks made or intended to be propelled other than by manual or animal power or any trailer or other attachment made or intended to be drawn by such machine.

2.20 Watercraft

means any vessel, craft or thing made or intended to float on or in or travel on or through water.

2.21 You, Your or Insured

Means each of the following to the extent as set out hereunder:

- (a) You, the Insured stated in the Policy Schedule;
- (b) All Your subsidiary companies (now or hereafter constituted) of the Insured named on the Policy Schedule whose place of incorporation is within Australia;
- (c) Any director, executive officer, Employee, voluntary unpaid worker, work experience students, partner or shareholder of Yours or of any company designated in clause (b) above but only while acting within the scope of their duties in such capacity;
- (d) Any principal by whatever name in respect of the liability of such principal arising out of the performance by You or by any company designated in clause (b) above of any contract or agreement for the performance of work for such principal, to the extent required by such contract or agreement;
- (e) Any office bearer or member of social and/or sporting clubs formed with Your consent (other than those designated in clause (d) above) in respect of claims arising from duties of or connected with activities of any such club;
- (f) Any incorporated or unincorporated associations or organisations (now or hereafter constituted) organised by You, or Your employees with Your knowledge and consent for the purpose of providing canteen, social, sports, welfare and/or child care organizations or first aid, medical, fire or ambulance services and/or educational activities for such employees and/or their families;
- (g) At Your request as designated in clause (a) and (b) above any director, partner, or executive officer in respect of private work undertaken by such Insured's employees for such director, partner or executive officer.

2.22 Your Products

means anything, including any packaging or container thereof (after it has ceased to be in Your possession or under Your control) manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by You.

3. Exclusions

The following Exclusions will apply to this Policy.

We shall not be liable to indemnify You in respect of:

3.1 Advertising Liability

Liability to pay Compensation for Advertising Liability arising from:

- (a) offences committed prior to the inception date of this policy;
- (b) offences made at Your direction with knowledge of the illegality or falsity thereof;
- (c) breach of contract other than misappropriation of advertising ideas under an implied contract;
- (d) any incorrect description of the price of the Products, goods or services;
- (e) any mistake in advertised price of Products or services;
- (f) infringement of trade mark, service mark or trade name by use thereof as the trade mark, service mark or trade name of the Products, goods or services sold, offered for sale or advertised, but this Exclusion does not apply to titles or slogans;
- (g) failure of Your Products, goods or services to conform with advertised performance, quality, fitness or durability;
- (h) liability incurred by You if Your business is advertising, broadcasting, publishing or telecasting.

3.2 Aircraft, Watercraft and Hovercraft

Claims arising out of the ownership, maintenance, possession, operation, use or legal control of:

- (a) any Aircraft;
- (b) any Hovercraft;
- (c) any Watercraft or vessel exceeding eight (8) metres in length.

3.3 Aircraft Products

Any liability arising out of the selling, leasing, hiring or manufacture and/or supply of parts and/or Products that are used with Your knowledge in Aircraft or any aerial device.

3.4 Asbestos

Claims directly or indirectly arising out of, resulting from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity.

3.5 Contractual Liability

Liability to pay Compensation for Personal Injury or Property Damage assumed by You in respect of Products Liability under any contract, warranty or agreement except to the extent that such liability would have otherwise been implied by law. This Exclusion does not apply to those written contracts designated in the Policy Schedule or to liability assumed by You under a warranty of fitness or quality as regards Your Products.

3.6 Defamation

For defamation,

- (a) made prior to this Policy commencing on the date stated in the Policy Schedule;
- (b) made by You or at Your direction with the knowledge of the falsity thereof;
- (c) if Your Business is related to advertising, publishing, printing, broadcasting or telecasting activities conducted by You or on Your behalf.

3.7 Electronic Data

Liability to pay Compensation in respect of any claim of whatsoever nature which consists of or arises directly or indirectly out of or in connection with:

- (a) total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of Electronic Data and/or software;
- (b) error in creating, amending, entering, deleting or using Electronic Data and/or Software;
- (c) total or partial inability or failure to receive, send, access or use Electronic Data and/ or software for any time or at all;
- (d) communication, display, distribution or publication of Electronic Data, provided that this Exclusion (d) does not apply to Personal Injury or Advertising Liability arising therefrom.

from any cause whatsoever, regardless of any other contributing cause or event whenever it may occur.

3.8 Employment Liability

- (a) Liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in Your service, or through the breach of any duty owed to that person, where You:
 - (i) are indemnified or entitled to be indemnified (either in whole or in part) in respect of claims for damages under a policy of insurance (which expression includes arrangements made by You to provide accident insurance for Your workers under a licence to self insure) arranged (whether required by law or not) in accordance with any workers' compensation legislation or accident compensation legislation;
 - (ii) would have been indemnified or entitled to be indemnified had You arranged a policy of insurance as required by such legislation;
- (b) Liability for Personal Injury to any person arising out of, or sustained in the course of, the employment of such person in Your service in Western Australia, other than a person of whom You are deemed to be an employer by reason only of Section 175 of the Workers' Compensation and Rehabilitation Act 1981 (WA);
- (c) Liability for mental anguish suffered by any person arising out of, or in the course of, that persons employment by or service to You;
- (d) Liability for Personal Injury arising out of harassment, libel, slander, defamation or humiliation of, or discrimination against, any person while in Your service or while employed by You;
- (e) Liability of a type in respect of which indemnity previously would have been provided under a policy of insurance arranged in accordance with any workers' compensation legislation or accident compensation legislation, but in respect of which indemnity has been withdrawn or reduced as a consequence of a change to the scope, terms, provisions, or requirements of such legislation made after the commencement of the current Period of Insurance;

This Exclusion does not apply to the liability of others assumed by You under a written contract where the contractual liability has been notified and specifically accepted by Us.

3.9 Faulty Workmanship

Any liability for the cost of performing, completing, correcting, rectifying, replacing or improving any work done or undertaken by You or on Your behalf.

3.10 Fines, Penalties or Damages

- (a) punitive damages, exemplary damages, aggravated damages and any additional damages resulting from the multiplication of compensatory damages
- (b) fines, penalties.

3.11 Loss of Use

for loss of use of tangible property, which has not been physically lost, destroyed or damaged, directly arising out of:

- (a) a delay in or lack of performance by You or on Your behalf of any contract or agreement;
- (b) failure of any Products or work performed by You or on Your behalf to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by You; however this Exclusion 3.11 (b) shall not apply to Your liability for loss of use of other tangible property resulting from sudden and accidental physical loss, destruction of or damage to any Products or work performed by You or on Your behalf after such Products or work have been put to use by any person or organisation other than You.

3.12 Pollution

- (a) Personal Injury or Property Damage directly or indirectly caused by or arising out of the discharge, dispersal, release, seepage, migration or escape of Pollutants into or upon land, the atmosphere, or any water course or body of water. Provided that this Exclusion (a) does not apply if the discharge, dispersal, release or escape is sudden, identifiable, unexpected and unintended and takes place in its entirety at a specific time and place and which occurs outside of the United States of America or Canada;
- (b) any costs and expenses incurred in the prevention, removing, nullifying or clean-up of such contamination or pollution. Provided that this Exclusion (b) does not apply to clean-up, removal or nullifying expenses only, which are consequent upon a sudden, identifiable, unexpected, unintended happening taking place in its entirety at a specific time and place which results in Personal Injury and/or Property Damage and which occurs outside of the United States of America or Canada;
- (c) the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of Pollutants caused by any of Your Product that has been discarded, dumped or abandoned by You or on Your behalf.

Our liability under this Exclusion (a) and (b) in respect of any one discharge, dispersal, release, seepage, migration or escape and for all discharges, dispersals, releases, and escape of Pollutants during any one Period of Insurance will not exceed the Limit of Liability.

For the purposes of this Exclusion 'Pollutants' means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

3.13 Products Defect

for Property Damage to any Products where such damage is directly caused by a fault or defect in such Products.

However, this Exclusion 3.13 shall be interpreted to apply with respect to damage to that part and only that part of such product to which the damage is directly attributable.

3.14 Product Recall

Liability to pay Compensation for damages claimed for the withdrawal, recall, inspection, repair, replacement, or loss of use of Your Products.

3.15 Professional Liability

Liability to pay Compensation for the rendering of or failure to render professional advice or service by You or any related error or omission connected therewith, but this Exclusion does not apply to:

- (a) Personal Injury and/or Property Damage arising from the rendering or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (b) Personal Injury or Property Damage arising from such rendering of or failure to render professional advice or service, providing such professional advice or service is not given for a fee.

3.16 Property in Custody or Control

Liability to pay Compensation for Property Damage to:

- (a) property owned by You;
- (b) property leased, rented or in Your physical or legal control.

This Exclusion does not apply to liability for Property Damage to:

- (i) premises which are leased or rented by You or temporarily occupied by You for the purpose of Your Business;
- (ii) any Vehicle (not belonging to or used by You or on Your behalf) in Your physical or legal control where such Property Damage occurs whilst any such vehicle is in a car park owned or operated by You;
- (iii) any property not under lease or rental agreement in Your physical or legal control up to a limit of \$100,000 (or any other amount if specified in the Policy Schedule) for any one Occurrence.

3.17 Radioactivity

Liability directly or indirectly caused by, contributing to or arising from:

- (a) ionising radiation, or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exclusion combustion shall include any self-sustaining process of nuclear fission;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

3.18 Terrorism

Loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Exclusion also excludes loss, damage, liability, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this Exclusion 'Act of Terrorism' means an act, including but not limited to the use of force or violence and/or the threat of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government which from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

3.19 Vehicle

Liability to pay Compensation for Personal Injury or Property Damage arising out of the ownership, possession, operation, use or legal control by You of any Vehicle:

- (a) which is registered;
- (b) in respect of which insurance is required by virtue of any legislation relating to motor vehicles;
- (c) which is otherwise insured in respect of the same liability.

Provided that this Exclusion does not apply to:

- (i) Personal Injury where compulsory liability insurance or a statutory scheme does not provide indemnity for reasons that do not involve a breach by You of legislation relating to Vehicles;
- (ii) Personal Injury or Property Damage arising out of and during loading and unloading of goods to and from any Vehicle;
- (iii) Property Damage caused by or arising out of the use of Vehicles whilst being operated or used by You as a Tool of Trade;
- (iv) Property Damage to Vehicles not belonging to You or used by You or on Your behalf, but in Your physical or legal control at Your situation for the purpose of servicing, repairing or testing as part of Your Business up to a limit of \$100,000 (or any amount as specified in the Policy Schedule) for any one Occurrence.

3.20 War

War, invasion, act of foreign enemy, hostilities or war-like operations (with or without the declaration of war), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

3.21 Sanctions limitation and exclusion clause

The Insurer will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose the Insurer to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

4. General Conditions

These General Conditions apply to all sections of this Policy:

4.1 Adjustment of Premium

If the first or renewal premium for this Policy or part thereof shall have been calculated on estimates furnished by You, then You shall keep an accurate record containing all particulars relative thereto and shall at all times allow us to inspect such records. You shall within thirty (30) days after expiry of each Period of Insurance furnish to us such particulars and information as We may require. The premium for such period shall thereupon be adjusted and any difference paid or allowed to You as the case may be subject to receipt and retention of any minimum premium charged by Us.

4.2 Cancellation

- (a) This policy may be cancelled at any time at Your request in writing, in which case We will retain (or be entitled to) the customary short-period rate for the time this Policy has been in force.
- (b) We may also cancel this policy by giving You written notice to that effect where:
 - (i) You or any person who was at any time the Insured failed to comply with the duty of utmost good faith;
 - (ii) the person who was the Insured at the time when this policy was entered into failed to comply with the duty of disclosure;
 - (iii) the person who was the Insured at the time when this policy was entered into made a misrepresentation to Us during the negotiations for the policy but before it was entered into;
 - (iv) You or any person who was at any time the Insured failed to comply with a provision of this Policy, including a provision with respect to the payment of the premium;
 - (v) You made a fraudulent claim under this policy or any other contract of insurance (whether with us or some other insurer) that provided insurance cover during any part of the period during which this policy provides insurance cover;
 - (vi) You failed to notify Us of any specific act or omission where such notification is required under the terms of this Policy;
 - (vii) You acted in contravention of or omitted to act in compliance with any condition of this policy which empowers Us to refuse to pay, or reduce Our liability in respect of a claim, in the event of such contravention or omission.
- (c) Our notice of cancellation takes effect at 4.00 pm in the afternoon 14 business days after the day the notice was given to You, being the earlier of the following times:
 - (i) if it is delivered to You or Marsh Advantage Insurance personally
 - (ii) if it is posted to Your address last known to Us, three Business days after having been posted by Us.
- (d) In the event that We cancel this policy we will repay on demand a rateable proportion of the premium for the unexpired Period of Insurance from the date of cancellation.

Notwithstanding the cancellation or termination of the Policy You shall furnish such particulars as We may require for the adjustment of premium as aforesaid.

4.3 Changes of information previously advised

You must provide Us with immediate written notice of every change that materially varies any of the facts or circumstances existing at the commencement of this policy which increase the risk of Personal Injury, Property Damage or Advertising Liability that comes to Your knowledge, which will also be deemed to include the knowledge of any person whose knowledge would in law be Your knowledge.

We may at Our discretion, for what We consider to be an increase of risk:

- (a) charge additional premium;
- (b) amend or impose additional terms or conditions
- (c) cancel the policy.

If You want to make a change to this policy, the change becomes effective when We

- (d) agree to it;
- (e) give You a new Policy Schedule and/or an endorsement schedule detailing the change.

If You do not provide such notification before the happening of an Occurrence giving rise to a claim under this policy, then, subject to the Insurance Contracts Act 1984, We may refuse to pay a claim, either in whole or in part.

4.4 Claims

Notice in writing shall be given to Us as soon as possible of every Occurrence, claim, writ, summons, impending proceedings, impending prosecution and/or inquest in respect of which there may arise a liability under this policy.

- (a) You shall not without Our written consent make any admission, offer, promise or payment in connection with any incident, Occurrence or claim which is likely to result in someone claiming against You. If We desire We shall be entitled to take over and conduct in Your name the defence or settlement of any claim and may make such investigation, negotiation and settlement of any claim or suit as We deem expedient. You must co-operate by giving Us any statements, documents or assistance We require. This may include giving evidence in any legal proceedings.
- (b) You shall use the best endeavours to preserve any property, products, appliances, plant or other things which might prove necessary or useful by way of evidence in connection with any claim, and so far as may be reasonably practicable no alteration or repair shall be effected without Our consent until we shall have had the opportunity of inspection.
- (c) We shall be entitled to prosecute in Your name at our expense and for Our benefit any claim for indemnity for damages or otherwise.
- (d) We shall have full discretion in the conduct of any proceedings in connection with any claim and You shall give all information and assistance as We may require in the prosecution, defence or settlement of any claim.
- (e) In the event of an Occurrence, You shall promptly take at your expense all reasonable steps to prevent other Personal Injury, Property Damage or Advertising Liability arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (f) We shall be entitled to attend any inquest in respect of which there may arise liability under this policy.

4.5 Cross Liability

Where more than one party comprises the Insured each of the parties shall be considered as a separate and distinct unit and the word 'You', 'Your or Insured' shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties provided that nothing in this clause shall result in the increase of our Limit of Liability in respect of any one Occurrence or Period of Insurance.

4.6 Discharge of Liabilities

We may at any time pay to You in respect of all claims against You arising directly or indirectly from the one source or original cause the amount of the liability or such other amount specified in respect thereof (after deduction of any sum or sums already paid by Us which sum or sums would reduce the amount of our unfulfilled liability in respect thereof) or any lesser sum for which the claim or claims can be settled and upon such payment We shall relinquish conduct or control of and be under no further liability under this policy in connection with such claim or claims except for costs, charges or expenses recoverable from You in respect of the period prior to the date of such payment (whether or not pursuant to an order made subsequently) or incurred by Us or by You with Our written consent prior to the date of such payments.

4.7 Inspection of property

We shall be permitted but not obligated to inspect Your property and operations at any time. Neither our right to make inspections or the making thereof or any report thereon shall constitute an undertaking on behalf of or for Your benefit or others, to determine or warrant that such property or operations are safe. We may examine and audit Your books and records at any time during the Period of Insurance and extensions thereof and within three (3) years after the final termination of this policy, as far as they relate to the subject matter insured.

4.8 Insurance Arranged by Principal

If You enter into an agreement with any other party (who for the purpose of this clause is called the "Principal") pursuant to which the Principal has agreed to provide a policy of insurance that is intended to indemnify You for any loss or liability arising out of the performance of the said agreement then We will (subject to the terms and conditions of this Policy) only indemnify You for loss or liability not covered by the policy of insurance provided by the Principal.

4.9 Insurance Contracts Act

Nothing contained in this policy shall be construed to reduce or waive either your or our privileges, rights or remedies available under the Insurance Contracts Act, 1984 as amended.

4.10 Jurisdiction

Should any dispute arise between You and Us over the application of this policy, such dispute shall be determined in accordance with the laws of the state or territory of Australia in which the policy was issued.

4.11 Other Insurance

If You make a claim under this policy in respect of an Occurrence recoverable under this Policy which Occurrence is or may be covered in whole or in part by any other Insurance, then You must advise Us of the full details of such other insurance when making a claim under this policy. Subject to the Insurance Contracts Act 1984, We reserve the rights to seek contribution from the other Insurer(s).

4.12 Preventing Our right of recovery

If You have entered into any agreement which excludes or limits a right which You may have against any party, then, subject to the Insurance Contracts Act 1984, We will not be liable for any claim under this policy to the extent of such Exclusion or limitation.

4.13 Reasonable care

You shall:

- (a) take all reasonable precautions to:
 - (i) prevent Personal Injury or Property Damage or Advertising Liability;
 - (ii) prevent the manufacture, sale or supply of defective products;
 - (iii) comply and ensure that Your workers, servants and agents comply with all Statutory Obligations, By-Laws or Regulations imposed by any Public Authority in respect thereof for safety of persons and property;
- (b) at Your own expense take reasonable action to trace, recall or modify any Products containing any defect or deficiency of which defect or deficiency You have knowledge or have reason to suspect.

4.14 Subrogation

In the event of payment under this policy to or on Your behalf we shall be subrogated to all Your rights of recovery against all persons and organisations and You shall execute and deliver instruments and papers and do all that is necessary to assist in the exercise of such rights.

5. Endorsement

5.1 It is noted and agreed that, Notwithstanding Condition 4.12 and 4.14 of this Policy. We will waive any right of subrogation against any Insured where they are entitled to indemnity under this Policy.



AHI

Group Personal Accident and Sickness

AHI
Product Disclosure Statement (PDS)
and Policy Wording

1800 618 700
ahiinsurance.com.au

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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

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 a Product Disclosure Statement

This Product Disclosure Statement (PDS) contains important information about the Policy to assist in making an informed decision when choosing this insurance. In this PDS:

1. 'We', 'Our', 'Us' means Tokio Marine & Nichido Fire Insurance Co., Ltd, ABN 80 000 438 291, AFS Licence No. 246548 (TMNF).
2. '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.

What the Policy consists of

The Policy consists of:

1. the Policy Wording document which sets out details of the Insured's cover, applicable terms, conditions, limitations and exclusions; and
2. a Policy Schedule, approved by Us, which sets out who is insured, the cover(s) selected, the Period of Insurance, the limits of liability, excesses and other important information. This is referred to as the Policy Schedule in this Policy document.

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 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.

Our Agreement with the Insured

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

1. 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:

1. 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.

Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew,

extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time You will be asked various questions when you first apply for this policy.

When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with either duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a Claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing

Choosing the most suitable Cover

Cover is provided for the Insured (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.

Death and Capital Benefits
Weekly Injury Benefit
Weekly Sickness Benefit
Broken / Fractured Bones Benefits
Accidental HIV Infection Lump Sum Benefit
Bed Care Benefit
Childcare Benefit
Coma Benefit
Corporate Image Protection Benefit
Dependent Child Supplement Benefit
Driver Services Benefit
Education Fund Benefit
Family Accommodation and Transport Expenses Benefit
Financial Advice Benefit
Home and Vehicle Modification Benefit
Orphaned Benefit
Partner Training Benefit
Retraining and Rehabilitation Expenses Benefit
Unexpired Membership Benefit
Workplace Assault Benefit
Workplace Trauma Benefit

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 are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

1. 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.
2. 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. The Aggregate Limit of Liability does not apply to the Personal Liability Benefit or the Medical and Medical Evacuation Expenses Benefit if they are included on the Policy. In the event this limit is reached, the amount can 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:

1. 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.
3. 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 www.ahiinsurance.com.au/claims-examples .

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).

Dispute Resolution

We and AHI will do everything possible to provide a quality service at all times. If there are any concerns or complaints about Our products or service, AHI staff are always available to listen and help where possible.

If, after speaking with an AHI staff member, the complaint remains unresolved to the Insured's or Insured Person's satisfaction, the matter can be referred (either in writing or verbally) and reviewed through AHI's Complaints and Dispute Resolution Process, which is free of charge. Please contact the Disputes Resolution Manager (please see contact details for AHI in this Product Disclosure Statement). The process will undertake to provide an answer to the Insured or Insured Person within fifteen (15) consecutive business days, subject to all necessary information being provided.

If the Insured or Insured Person is not satisfied with the outcome of the dispute resolution process or We cannot agree on alternative timeframe and would like to take the complaint further, the Insured may refer the matter to the Australian Financial Complaints Authority (AFCA), an external dispute resolution body, subject to eligibility. Access to the AFCA process is free of charge.

Please contact AHI to request further information about AFCA or contact:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Web: www.afca.org.au

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 www.ahiinsurance.com.au. Alternatively, contact AHI at privacy@ahiinsurance.com.au 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 person's 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 www.tokiomarine.com.au or contact Us on 02 9225 7599.

Updating the PDS

Information in the PDS may need to be updated from time to time. A copy of any updated information can be obtained without charge by calling Us on the contact details provided in this document. If the update is to correct a statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, We will provide the Insured with a new PDS or a Supplementary PDS.

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.

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 <http://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 the 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 www.codeofpractice.com.au or contact Us.

Contact Details

Accident & Health International Underwriting Pty Limited
ABN 26 053 335 952
AFS Licence No. 238261
Level 4, 33 York Street
SYDNEY NSW 2000

Telephone: (02) 9251 8700
Fax: (02) 9251 8755
Website: www.ahiinsurance.com.au
Email: enquiries@ahiinsurance.com.au

The Insurer

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

Level 3, 1 Chifley Square,
SYDNEY NSW 2000

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

This Product Disclosure Statement was prepared on 09/04/2021. AHI is authorised to distribute this Product Disclosure Statement.

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".

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 formatted under four (4) applicable headings:

1. 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.
3. 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.

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.

Death and Capital Benefits

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in any of the following Insured Events which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

Insured Events	Percentage of Benefit Payable
- Death	100%
- Permanent Total Disablement	100%
- Paraplegia/Quadriplegia	100%
- Permanent and incurable paralysis of all limbs	100%
- Permanent and incurable insanity	100%
- Permanent total loss of sight in:	
a. Both eyes	100%
b. One (1) eye	100%
- Permanent total Loss of Use of:	
a. Two (2) limbs	100%
b. One (1) limb	100%
- Permanent total Loss of Use of:	
a. The lens in both eyes	100%
b. Hearing in both ears	100%
- Permanent total Loss of Use four fingers and thumb of either hand	80%
- Permanent total Loss of Use of four fingers of either hand	50%
- Permanent total Loss of Use of:	
a. The lens in one (1) eye	60%
b. Hearing in one (1) ear	20%
- Burns:	
a. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
b. Second degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	25%
- Permanent total Loss of Use of one thumb of either hand:	
a. both joints	30%
b. one (1) joint	15%
- Permanent total Loss of Use of fingers of either hand:	
a. three (3) joints	10%
b. two (2) joints	8%
c. one (1) joint	5%
- Permanent total Loss of Use of toes of either foot:	
a. all – one (1) foot	15%
b. great - both joints	5%
c. great – one (1) joint	3%
d. other than great, each toe	1%
- Fractured leg or patella with established non-union	10%
- Shortening of leg by at least 5cm	7.5%

Unspecified Permanent Disablement

For permanent disablement not otherwise provided for under the above mentioned Insured Events, a percentage will be determined by the opinion of not less than three (3) Medical Practitioners, the first shall be the Insured Person's treating Medical Practitioner and the other two shall be appointed by Us. If there is disagreement between the Medical Practitioners, then the percentage to be awarded shall be taken as the average of the three opinions. The maximum Compensation payable for Unspecified Permanent Disablement is 75% of the Sum Insured shown in the Policy Schedule against Death and Capital Benefits.

Disappearance

If an Insured Person has been missing for a period of three hundred and sixty five (365) consecutive days following the sinking, wrecking or disappearance of an aircraft, vehicle or vessel in which the Insured Person was travelling, we will assume that the Insured Person has suffered the Insured Event Death.

Exposure

If an Insured Person is exposed to the elements as a result of sustaining an Injury and suffers from any of the Insured Events within three hundred and sixty five (365) consecutive days as a direct result of that exposure, We will treat that Insured Event as if it were caused by an Injury for the purposes of this Policy.

Compensation

We will pay the Percentage of Benefit Payable shown for the Insured Event of the amount shown in the Policy Schedule against "Death and Capital Benefits".

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

Any Compensation payable for Death and Capital Benefits shall be reduced by any sum already paid for under Weekly Injury Benefit in respect of the same Injury.

Conditions

1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
2. Compensation shall not be payable for more than one of the Insured Events in respect of the same Injury. If two (2) or more Insured Events have occurred, the Insured Event with the highest Compensation will be payable.
3. Compensation shall not be payable unless the Insured Person shall as soon as reasonably practicable after the happening of any Injury, procure and follow proper medical advice from a Medical Practitioner.
4. The maximum amount payable for a Dependent Child is ten (10%) percent of the Compensation stated unless otherwise specified.
5. Any payment of the Insured Event "Death" as a result of "Disappearance" is subject to receipt of a signed

undertaking by the beneficiaries of the Insured Person that any Compensation paid under this Benefit shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

6. The maximum amount payable for this Benefit in any one Period of Insurance for any one Insured Person is the amount shown in the Policy Schedule against "Death and Capital Benefits".

Exclusions

1. No cover is provided for any Injury which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for Insured Event "Permanent Total Disablement" for Insured Persons who have attained:
 - a. the age of seventy (70) or over; or
 - b. the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)", whichever is the lesser.

Weekly Injury Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in one of the following Insured Events:

- Temporary Total Disablement; or
- Temporary Partial Disablement,

and as a result suffers a loss of Income 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 the lesser of:

1. 1/7th of the amount shown in the Policy Schedule against "Weekly Injury Benefit"; or
2. 1/7th of the Insured Person's Income,

for each completed twenty-four (24) hours of continued disablement.

After a period of three hundred and sixty-five (365) consecutive days of disablement, We will increase this Benefit amount by five (5%) percent for the remainder of the Benefit Period.

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

Conditions

1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
2. If an Injury requires surgical treatment which cannot be performed within three hundred and sixty-five (365) consecutive days from the date of the Accident, and
 - a. the Insured Person can demonstrate that such treatment was known as necessary during the three hundred and sixty-five (365) day period from the date of Accident; and
 - b. a Medical Practitioner certifies this,

We will treat this as a continuation of the first Injury provided surgery does not occur in a period in excess of seven hundred and thirty (730) consecutive days from the date of the Accident.

3. The Insured Person must as soon as reasonably practicable after the happening of any Injury giving rise to a Claim, procure and follow proper medical advice from a Medical Practitioner.
4. Payments under this Benefit shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, statutory compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any Other Insurance policy, except

where this condition would contravene Section 45 of the Insurance Contracts Act.

5. Notwithstanding Condition 2, if an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related Injury within one hundred and eighty-two (182) consecutive days, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Deferral Period will not apply and the total Benefit Period shall not exceed the maximum Benefit Period, as specified in the Policy Schedule, inclusive of the Benefit already received.
6. If the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related Injury after working on a full-time unrestricted basis for at least one hundred and eighty-two (182) consecutive days, the subsequent period of disablement shall be deemed to have resulted from a new Injury. A new Deferral Period and a new maximum Benefit Period as specified in the Policy Schedule shall apply.
7. Where the Insured Person is an employee and their employment with the Insured or their pre-disability employer is terminated or they are made redundant, and the Insured Person receives a lump sum termination or redundancy payment, We will reduce and/or off-set the payment of any entitlements under this Benefit by the equivalent periodical payments (or proportional weekly equivalent of any lump sum payment) the Insured Person received.
8. If the Insured Person redeems or commutes or settles their entitlement to Income from any other source, Our payments for Weekly Injury Benefit will immediately cease. This condition applies except where it would contravene Section 45 of the Insurance Contracts Act.
9. The Insured and any Insured Person must give Us written notice as soon as reasonably practicable if the Insured or any Insured Person take out any Other Insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the Insured Person's Income.
10. All Compensation shall be paid monthly in arrears.
11. In respect of Temporary Partial Disablement, the maximum We will pay is forty (40%) percent of the Compensation payable for Temporary Total Disablement.
12. In respect of Temporary Partial Disablement, if an Insured Person is able to return to work in a limited capacity but elects not to do so, the maximum We will pay is twenty-five (25%) percent of the Compensation payable for Temporary Total Disablement.
13. The Weekly Injury Benefit and Weekly Sickness Benefit cannot be claimed for the same period of time
14. If the Insured Persons post-disability weekly Income exceeds the applicable Temporary Partial Disablement Benefit that would have been paid under this Benefit then no Weekly Injury Benefit is payable.

Exclusions

1. No cover is provided for any Injury that is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).
2. No cover is provided for any period where the Insured Person is receiving or is entitled to receive sick leave payments.

Weekly Sickness Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person suffers a Sickness which results in one of the following Insured Events:

- Temporary Total Disablement; or
- Temporary Partial Disablement,

and as a result suffers a loss of Income 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 the lesser of:

1. 1/7th of the amount shown in the Policy Schedule against "Weekly Sickness Benefit"; and
2. 1/7th of the Insured Person's Income,

for each completed twenty-four (24) hours of continued disablement.

After a period of three hundred and sixty-five (365) consecutive days of disablement, We will increase this Benefit amount by 5% for the remainder of the Benefit Period.

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

Conditions

1. The Insured Event must occur within three hundred and sixty-five (365) consecutive days of the date of the Sickness.
2. If a Sickness requires surgical treatment which cannot be performed within three hundred and sixty-five (365) consecutive days from the date of the Sickness, and
 - a. the Insured Person can demonstrate that such treatment was known as necessary during the three hundred and sixty-five (365) day period from the date of Sickness; and
 - b. a Medical Practitioner certifies this,

We will treat this as a continuation of the first Sickness provided surgery does not occur in a period in excess of seven hundred and thirty (730) consecutive days from the date of the Sickness.

3. The Insured Person must as soon as reasonably practicable after the happening of any Sickness giving rise to a Claim, procure and follow proper medical advice from a Medical Practitioner.
4. Payments under this Benefit shall be reduced by the amount of any Workers' Compensation, Transport Accident Compensation, statutory compensation (or any ordinance or any other legislation having similar effect) entitlement for incapacity for work or any other payment which the Insured Person is entitled to receive for disability from any Other Insurance policy, except

where this condition would contravene Section 45 of the Insurance Contracts Act.

5. If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related Sickness within one hundred and eighty-two (182) consecutive days, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Deferral Period will not apply and the total Benefit Period shall not exceed the maximum Benefit Period, as specified in the Policy Schedule, inclusive of the Benefit already received.
6. If the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related Sickness after working on a full-time unrestricted basis for at least one hundred and eighty-two (182) consecutive days, the subsequent period of disablement shall be deemed to have resulted from a new Sickness. A new Deferral Period and a new maximum Benefit Period as specified in the Policy Schedule shall apply.
7. Where the Insured Person is an employee and their employment with the Insured or their pre-disability employer is terminated or they are made redundant and the Insured Person receives a lump sum termination or redundancy payment, We will reduce and/or off-set the payment of any entitlements under this Benefit by the equivalent periodical payments (or proportional weekly equivalent of any lump sum payment) the Insured Person received.
8. If the Insured Person redeems or commutes or settles their entitlement to Income from any other source, Our payments for Weekly Sickness Benefits will immediately cease. This condition applies except where it would contravene Section 45 of the Insurance Contracts Act.
9. The Insured and any Insured Person must give Us as soon as reasonably practicable written notice if the Insured or any Insured Person take out any Other Insurance with any insurer providing for weekly compensations of a similar kind which, together with this insurance, will exceed the Insured Person's Income.
10. All Compensation shall be paid monthly in arrears.
11. In respect of Temporary Partial Disablement, the maximum We will pay is forty (40%) percent of the Compensation payable for Temporary Total Disablement.
12. In respect of Temporary Partial Disablement, if an Insured Person is able to return to work in a reduced capacity (whether or not with the Insured), yet elects not to do so, the maximum We will pay is twenty-five (25%) percent of the Compensation payable for Temporary Total Disablement.
13. The Weekly Sickness Benefit and Weekly Injury Benefit cannot be claimed for the same period of time.
14. If the Insured Persons post-disability weekly Income exceeds the applicable Temporary Partial Disablement Benefit that would have been paid under this Benefit then no Weekly Sickness Benefit is payable.

Exclusions

1. No cover is provided for any Sickness that is wholly or partly attributable to childbirth or pregnancy or the complications of these.
2. No cover is provided for any period where the Insured Person is receiving or is entitled to receive sick leave payments.

Broken / Fractured Bones Benefits

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in any of the following Insured Events which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

Insured Events	Percentage of Benefit Payable
- Neck or spine (Full-Break)	100%
- Neck or spine (not being a Full-Break)	50%
- Pelvis girdle (Hip bone)	25%
- Skull, shoulder blade	10%
- Collar bone, upper leg	10%
- Upper arm, kneecap, forearm, elbow	7.5%
- Lower leg, jaw, wrist, cheek, ankle, hand, foot	5%
- Ribs	5%
- Finger, thumb, toe	2.5%

Compensation

We will pay the Percentage of Benefit Payable stated for the Insured Event of the amount shown in the Policy Schedule against "Broken / Fractured Bones Benefits".

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

Conditions

1. The maximum Compensation payable for any one Injury is the amount shown in the Policy Schedule against "Broken / Fractured Bones Benefits".

Exclusions

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

Accidental HIV Infection Lump Sum Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person contracts the Human Immunodeficiency Virus (HIV) as a result of:

1. Injury caused by a violent physical bodily assault by another person; or
2. Medical treatment of an Injury,

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

Any general exclusions which apply to HIV infection do not apply to this benefit.

Compensation

We will pay the amount shown in the Policy Schedule against "Accidental HIV Infection Lump Sum Benefit".

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

Conditions

1. There must be a positive diagnosis of HIV infection within one hundred and eighty-two (182) consecutive days of the Event occurring.
2. The Event leading to the HIV infection must be reported to Us, and medical tests must be carried out by a Medical Practitioner, no more than forty-eight (48) consecutive hours from the date and time of the Event giving rise to the HIV infection.
3. A recognised laboratory must carry out the testing and prove that the Insured Person was not HIV positive at the time of the Event giving rise to the HIV infection.
4. Medical treatment must be provided by a Medical Practitioner or legally qualified and registered nurse.

Exclusions

1. No cover is provided if it is proven the Insured Person already had HIV prior to the Event giving rise to the HIV infection.
2. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

Bed Care Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury and as a result is unable to perform the 'activities of daily living' such as washing, cooking, bathing, dressing and movement around the Insured Person's principal residence and the Insured Person is confined to bed (other than in a Hospital or other medical facility), 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 the amount shown in the Policy Schedule against "Daily Benefit" for each completed twenty-four (24) hours of continued bed confinement.

The maximum We will pay is the amount shown in the Policy Schedule against "Bed Care Benefit".

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

Conditions

1. A Medical Practitioner must certify that the Insured Person is unable to perform the 'activities of daily living' and is confined to bed for the period claimed.

Exclusions

1. No cover is provided for bed confinement which lasts less than a period of forty-eight (48) consecutive hours.

Childcare Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement; or
- Paraplegia/Quadriplegia; or
- Permanent and incurable paralysis of all limbs; or
- Permanent and incurable insanity; or
- Permanent total loss of sight in:
 - a. Both eyes; or
 - b. One (1) eye; or
- Permanent total Loss of Use of:
 - a. Two (2) limbs; or
 - b. One (1) limb; or
- Permanent total Loss of Use of:
 - a. The lens in both eyes; or
 - b. Hearing in both ears,

and as a result incurs expenses relating to childcare services for their Dependent Children, 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 "Childcare Benefit".

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

Conditions

1. The childcare services must be provided by a trained and registered childcare provider.

Exclusions

1. No cover is provided for expenses that would have been incurred irrespective of the Injury.

Coma Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in them being in a state of continued total unconsciousness, 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 the amount shown in the Policy Schedule against "Daily Benefit" for each completed twenty-four (24) hours of continued total unconsciousness.

The maximum We will pay for any one Event is the amount shown in the Policy Schedule against "Coma Benefit".

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

Conditions

1. The Insured Person or their legal representative must provide Us with a medical certificate from a Medical Practitioner verifying that the Injury directly caused the continuous total unconsciousness.

Exclusions

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

Corporate Image Protection Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Death; or
- Permanent Total Disablement,

and as a result the Insured incurs expenses for:

1. necessary engagement of image consultants and public relations consultants; or
2. release of information through the media,

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 "Corporate Image Protection Benefit".

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

Conditions

1. The expenses must be incurred within fifteen (15) consecutive days from the date of the Injury.
2. The expenses must be in direct connection with the Injury, to protect and/or positively promote the Insured's business and image.
3. The Insured must provide Us with a signed undertaking that any amount paid to the Insured will be repaid to Us if, after Our payment, it is found that a Claim which We accept did not or will not eventuate.

Exclusions

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

Dependent Child Supplement Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for the following Insured Events under Death and Capital Benefits:

- Death

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 a Benefit for each Dependent Child of the Insured Person. The maximum amount We will pay is shown in the Policy Schedule against "Dependent Child Supplement 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 specific exclusions apply to this Benefit, only the General Exclusions.

Driver Services Benefit

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 results in a Claim which We accept against this Policy for one of the following Insured Events under Weekly Injury Benefit or Weekly Sickness Benefit:

- Temporary Total Disablement; or
- Temporary Partial Disablement,

and as a result incurs expenses related to transportation of the Insured Person between their principal residence and place of business for the purpose of engaging in their pre-disablement occupation, 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 "Driver Services Benefits".

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

Conditions

1. Expenses must be provided by a legally approved and licensed taxi or ride sharing service.
2. The Insured Person must have recovered sufficiently from the Injury to return to work.
3. A Medical Practitioner must certify that the Insured Person is unable to drive a vehicle or travel on public transport.

Exclusions

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

Education Fund Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for the following Insured Events under Death and Capital Benefits:

- Death,

and their Dependent Children subsequently incurs expenses for school, university or institute of higher learning fees 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 for each Dependent Child of the Insured Person.

The maximum amount We will pay is shown in the Policy Schedule against "Education Fund Benefit".

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

Conditions

1. The Dependent Child/ren must be enrolled in a school, university or institute of higher learning at the time of the Insured Person's Death

Exclusions

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

Family Accommodation and Transport Expenses Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in them being admitted as an in-patient to a Hospital and the Insured Person's Family incurs expenses to travel to and remain with the Insured Person for the duration of their stay as an in-patient, 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 "Family Accommodation and Transport Expenses Benefit".

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

Conditions

1. The Hospital must be located in Australia.
2. The Hospital must be located outside a radius of 100km from the Insured Person's normal place of residence.

Exclusions

1. No cover is provided for any Injury wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury).

Financial Advice Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Death; or
- Permanent Total Disablement; or
- Paraplegia/Quadriplegia ; or
- Permanent and incurable paralysis of all limbs; or
- Permanent and incurable insanity; or
- Permanent total loss of sight in:
 - a. Both eyes; or
 - b. One (1) eye; or
- Permanent total Loss of Use of:
 - a. Two (2) limbs; or
 - b. One (1) limb; or
- Permanent total Loss of Use of:
 - a. The lens in both eyes; or
 - b. Hearing in both ears,

and subsequently the Insured Person or the Insured Person's legal representative incurs expenses for professional financial planning advice in relation to the relevant Insured Event and any Benefits payable in relation to that Insured Event, 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 "Financial Advice Benefit".

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

Conditions

1. The professional financial planning advice must be provided by a qualified financial planner who is authorised and regulated by the Australian Securities and Investment Commission to provide financial advice, or the equivalent regulatory body in the Insured Persons country of residence.
2. Expenses must be incurred within one hundred and eighty-two (182) consecutive days of the Insured Event occurring.

Exclusions

1. No cover is provided for expenses paid to a financial planner who is related in any way to the Insured Person.

Home and Vehicle Modification Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement; or
- Paraplegia/Quadriplegia ; or
- Permanent and incurable paralysis of all limbs; or
- Permanent and incurable insanity; or
- Permanent total loss of sight in:
 - a. Both eyes; or
 - b. One (1) eye; or
- Permanent total Loss of Use of:
 - a. Two (2) limbs; or
 - b. One (1) limb; or
- Permanent total Loss of Use of:
 - a. The lens in both eyes; or
 - b. Hearing in both ears,

and as a direct result of such Injury is unable to perform the activities of daily living requiring modification to the Insured Person's:

1. principal residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids); or
2. private vehicle (used for non-commercial purposes) including but not limited to the installation of steering wheel modifications and pedal adjustments,

and incurs expenses for those modifications 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 and Vehicle Modification Benefit".

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

Conditions

1. Modifications must be required in order to perform the activities of daily living such as driving, washing, cooking, bathing, dressing and movement around the Insured Person's residence.
2. Our prior written agreement and the agreement of the Insured Person's attending Medical Practitioner to certify that these modifications are necessary in order for the Insured Person to perform the activities of daily living must be obtained prior to modifications being undertaken.

3. Cover is applicable in respect of the Insured Person's principal residence only and/or one private non-commercial vehicle (as applicable) only.
4. Modifications must be in accordance with any law or by-laws.

Exclusions

1. No cover is provided where the payment of the Benefit would constitute the carrying on of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or any similar legislation.

Orphaned Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person's Dependent Children become orphaned as a result of the Insured Person sustaining an Injury, which results in a Claim which We accept against this Policy for the following Insured Events under Death and Capital Benefits:

- Death,

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 a Benefit for each Dependent Child of the Insured Person. The maximum amount We will pay is shown in the Policy Schedule against "Orphaned 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 specific exclusions apply to this Benefit, only the General Exclusions.

Partner Training Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Death; or
- Permanent Total Disablement,

and subsequently the Insured Person's Partner incurs expenses for training or retraining for the purpose of:

1. obtaining gainful employment; or
2. improving the Partner's potential for employment; or
3. if the Insured Person has suffered Permanent Total Disablement, improving the quality of care the Partner can provide to 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 reimburse the reasonable expenses as described in the Extent of Cover. The maximum amount We will pay is shown in the Policy Schedule against "Partner Training Benefit".

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

Conditions

1. The Partner must be aged under seventy (70) at the commencement of the training.
2. The training must be provided by a legally recognised training organisation or institution with the qualification(s) to provide such training.
3. All such training expenses must be incurred within three hundred and sixty-five (365) consecutive days from the date of the Insured Person's Injury.
4. This Benefit is only payable if the Insured Person's Partner is not already employed.

Exclusions

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

Retraining and Rehabilitation Expenses Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Weekly Injury Benefit:

- Temporary Total Disablement; or
- Temporary Partial Disablement,

and subsequently the Insured Person incurs expenses for vocational training, tuition or guidance 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 "Retraining and Rehabilitation Expenses Benefit".

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

Conditions

1. Medical evidence must be supplied by the Insured Person's treating Medical Practitioner that the vocational training, tuition or guidance is absolutely medically necessary to rehabilitate the Insured Person as a result of the Injury.
2. Our written agreement must be obtained prior to the commencement of the vocational training, tuition or guidance.

Exclusions

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

Unexpired Membership Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person sustains an Injury which results in a Claim which We accept against this Policy for one of the following Insured Events under Death and Capital Benefits:

- Permanent Total Disablement; or
- Paraplegia/Quadriplegia ; or
- Permanent and incurable paralysis of all limbs; or
- Permanent and incurable insanity; or
- Permanent total loss of sight in:
 - a. Both eyes; or
 - b. One (1) eye; or
- Permanent total Loss of Use of:
 - a. Two (2) limbs; or
 - b. One (1) limb; or
- Permanent total Loss of Use of:
 - a. The lens in both eyes; or
 - b. Hearing in both ears,

or one of the following Insured Events under Weekly Injury Benefit:

- Temporary Total Disablement; or
- Temporary Partial Disablement,

which is not otherwise excluded in this Benefit and as a result of such Injury is unable to participate in any sport or gym activity for which the Insured Person has pre-paid a membership fee, association fee or registration fee, We will pay the Compensation in accordance with the terms set out in this Benefit.

Compensation

We will reimburse the described fees which have been paid for the current season, on a pro-rata basis. The maximum amount We will pay is shown in the Policy Schedule against "Unexpired Membership Benefit".

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

Conditions

1. A Medical Practitioner must certify in writing that the Temporary Total Disablement and/or Temporary Partial Disablement will continue for a minimum period of one hundred and eighty two (182) consecutive days.
2. A Medical Practitioner must certify in writing that the Injury is preventing the Insured Person from continuing their participation in any sport or gym activity for which they have pre-paid the relevant membership, association or registration fee.

Exclusions

1. No cover is provided for any fees for which a refund is available or where fees have not been paid.

Workplace Assault Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person whilst on the premises of the Insured sustains an Injury as a result of an unprovoked assault 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 the amount shown in the Policy Schedule against "Workplace Assault 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 specific exclusions apply to this Benefit, only the General Exclusions.

Workplace Trauma Benefit

Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person whilst on the premises of the Insured is an eye witness to a violent criminal act 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 the amount shown in the Policy Schedule against "Workplace Trauma 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 specific exclusions apply to this Benefit, only the General Exclusions.

General Exclusions

The following exclusions apply to all Benefits under this Policy.

1. No cover is provided for an Insured Person who has attained the age shown in the Policy Schedule against "Maximum Age Limit (sub limits may apply)".
2. No cover is provided for any Benefit payment that would constitute the carrying out of a "Health Insurance Business" as defined under the Private Health Insurance Act 2007 (Cth) or any succeeding legislation to that Act or would result in a breach of the provisions of the Health Insurance Act 1973 (Cth) or the National Health Act 1953 (Cth).
3. No cover is provided for any Claims arising from 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. No cover is provided for an Insured Person engaging in or taking part in naval, military or air force service or operations.
5. No cover is provided for racing and/or time trials of any form, other than on foot.
6. No cover is provided for the Claims arising from the use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
7. No cover is provided for 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. No cover is provided for 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. No cover is provided or deemed to be provided and We shall not be liable to pay any Claim or provide any benefit hereunder to the extent that 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.
10. No cover is provided for an Insured Person engaging in or taking part in or training for Professional Sports of any kind.
11. No cover is provided for an Insured Person engaging in air travel except as a passenger in any registered and licensed aircraft that carries passengers.
12. No cover is provided for Events attributable wholly or partly to childbirth or pregnancy or the complications of these.
13. No cover is provided for any Claim in relation to or in connection with a Pre-Existing Condition.
14. No cover is provided for losses arising from Nuclear, Biological or Chemical Terrorism.

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 are not aged between the minimum and maximum age limits of the Policy at the time of an Event.

1. 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.
2. 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.

Cancellation

1. 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;
 - b. 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 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; or
 - b. failed to comply with a provision of the Policy including failure to pay the premium; or
 - c. 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; or
 - e. failed to tell Us about any changes in the circumstances of the risk during the Period of Insurance.
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
 - b. 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.
4. 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 to a maximum time limit of fifteen (15) consecutive business days of any alteration in the Insured's activities that the Insured knows, or ought reasonably to know, will cause a material increase in the likelihood of the Insured making a Claim under the Policy. This includes but is not limited to:

- Change in occupation(s); or
- Change in business activities; or
- Changes to previously declared travel patterns including travel duration or destinations.

We reserve the right to amend cover or decline to cover any change in activities. We also reserve the right to charge additional premium where We agree to cover the change in activities.

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.

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.

Claim Off-Set

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.

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 www.oanda.com. 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:

1. 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;
3. 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

Should a Benefit be payable under this Policy that is also payable under any Other Insurance policy insured with Us, only one (1) Policy can be Claimed against (i.e. the Policy with the greatest benefit).

Duty to Co-Operate

1. 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.
2. 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.

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 (30) days, We may be entitled to cancel Your policy in accordance with s62 of the ICA.

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. The Aggregate Limit of Liability does not apply to the Personal Liability Benefit or the Medical and Medical Evacuation Expenses Benefit if they are included on the Policy. 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.

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

1. 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(2) of the Insurance Contracts Act to deny indemnity and to advise that no Compensation is payable by virtue of Section 54(2) of the Insurance Contracts Act.

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.

AHI Standard Definitions

AHI uses a library of definitions which are common to all of Our products. The library of definitions applies to the Product Disclosure Statement, Policy Wording and Policy Schedule. The definitions apply only when capitalised in those specific documents.

Definitions which do not appear in an Insured's or Insured Person's Product Disclosure Statement, Policy Wording or Policy Schedule, are not applicable to those documents.

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.

ACCOMPANYING means:

1. travelling with; or
2. travelling separately from, with the intention to meet with; or
3. continue travelling with; or
4. leave or depart from,

an Insured Person whilst on a Journey.

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 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

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

AIRFARE 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:

1. 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.

ALTERNATIVE EMPLOYEE EXPENSES means all reasonable and necessary expenses incurred in sending a substitute employee to complete the original Insured Person's defined business commitments and objectives.

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.

ANY ONE ARTICLE means one item (including but not limited to its attached or unattached accessories) or a set or pair of items such as earrings, set of golf clubs, a camera body and its standard lens, shoes, jacket and trousers, gloves.

BENEFIT means Compensation which We will pay to the Insured or Insured Person in the event that 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.

BUSINESS EXPENSES means the fixed expenses that the Insured or Insured Person has incurred in the running of the Insured Person's business over the period of three hundred and sixty-five (365) consecutive days prior to the date of the disablement, being:

1. employees' wages and on-costs (for example superannuation, premiums for Accident or Workers' Compensation, payroll tax, amounts payable under awards and regulations) but not where the employee wages and on-costs are for an Insured Person;
2. rent or property rates;
3. electricity, water, gas or telephone charges;
4. laundry or cleaning expenses that are regular;
5. leasing payments on equipment or motor vehicles; and
6. other expenses that are usual for the Insured's or Insured Person's type of business and for which the Insured or Insured Person is entitled to Claim as business expenses for income tax purposes.

BUSINESS PROPERTY means items intended for use in connection with any trade, business or occupation, which the Insured Person takes with them on their Journey, including purchases of similar items the Insured Person makes whilst on a Journey.

BUSINESS TRAVEL means a Journey which is undertaken on the business of the Insured and includes associated Leisure Travel as part of that Journey.

CARJACKING INCIDENT means violent theft or the attempted violent theft of a motor vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by the Insured or Insured Person.

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.

COMMERCIAL HIRE VEHICLE means any rented vehicle primarily designed to:

1. Transport more than nine (9) passengers (plus the driver); or,
2. Perform any function other than the transportation of people/passengers.

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:

1. where the Insured Person will spend most of their time whilst outside of their Country of Domicile; or
2. 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.

COUPLE means the Insured Person and their Accompanying Partner.

CRITICAL SICKNESS means:

1. the conclusive diagnosis of one (1) or more malignant tumours, including: malignant breast tumours, malignant cancer of the cervix, leukaemia, malignant bone marrow disorders, malignant lymphomas or

Hodgkin's disease as diagnosed by a registered consultant oncologist but does not mean: tumours showing the malignant changes of 'carcinoma in situ' (including cervical dysplasias CIN-I, CIN-2 and CIN-3) or which are histologically described previously as benign malignant melanoma less than Clark Level 3 depth of invasion as determined by histological examination all hyperkeratoses or basal cell carcinomas of the skin all squamous cell carcinomas of the skin unless there has been a spread to other organs Kaposi sarcoma and other tumours associated with AIDS; or

2. the death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. The diagnosis shall be made by a registered consultant cardiologist, and supported by typical chest pain, recent electrocardiographic evidence and elevation of cardiac enzymes; or
3. a cerebrovascular incident producing significant permanent neurological sequelae, evidenced by: infarction of brain tissue intracranial, subarachnoid haemorrhage or embolisation from an extracranial source but does not mean: transient ischaemic attacks, cerebral symptoms due to migraine cerebral injury resulting from trauma or hypoxia, and vascular disease affecting the eye, optic nerve or vestibular functions; or
4. infection with the Human Immunodeficiency Virus (HIV), where the virus was acquired as a result of an Accident occurring during the course of their usual occupation, and seroconversion to the HIV Infection occurs within one hundred and eighty-two (182) consecutive days of the Accident but does not mean: HIV infection transmitted by any other means including sexual activity or recreational intravenous drug use.

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 PRACTITIONER means a person legally qualified in dentistry who is registered or licensed to practice dentistry under the laws of the country in which they practice dentistry as a dentist, dental hygienist, dental prosthetist, dental therapist, oral surgeon, orthodontist, oral health therapist or specialist who is not the Insured Person and/or the Insured or a Relative of the Insured and/or Insured Person.

DENTAL SERVICES (EMERGENCY) EXPENSES means charges made by a Dental Practitioner for emergency dental treatment to restore or replace a lost or damaged Tooth or to resolve the acute, spontaneous and unexpected onset of dental pain.

DENTAL SERVICES (MAJOR) EXPENSES means charges (approved by Us) made by a Dental 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 Dental 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.

DEPENDENT CHILD or DEPENDENT CHILDREN means an Insured Person's or their Partner's dependent child or children, including step or legally adopted child or children, as long as they are under eighteen (18) years of age, or under twenty-five (25) years of age while they are full-time students attending a legally accredited registered training organisation or institution of higher learning, and are primarily dependent upon the Insured Person for maintenance and support. Dependent Child or Dependent Children also includes any child or children of any age who are living permanently with the Insured Person who through a disability are totally incapable of self-support.

DETENTION or DETAINED means the illegal holding of an Insured Person under duress by militias, militants or governments without any legal justification unless as a result of a Hijacking.

EFFECTIVE DATE OF COVER means the date the:

1. 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
2. Premium is paid or agreed to be paid by the Insured for the Insured Person.

ELECTRONIC EQUIPMENT means any personal device that contains a computer chip, microprocessor or electronic controller, including but not limited to medical or therapeutic devices, mobile telephones, portable computers (including all notebooks, laptops, tablets and other hand held devices) cameras or any wireless enabled wearable technology devices and the like. This also includes any standard accessories that come with the device but does not include other attachments purchased as additional items.

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.

FAMILY means the Insured Person, their Partner and/or Dependent Children or if the Insured Person is a Dependent Child, their parent, guardian or siblings.

FRANCHISE means a minimum amount of loss that must be exceeded before a Claim can be considered.

FULL-BREAK means the bone is completely broken through with no connections.

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.

HIJACK or HIJACKING means an Insured Person being held hostage as a result of the capture by force of a conveyance in which they are travelling.

HIRE VEHICLE means a rented sedan, station wagon, hatchback or four-wheel drive (4WD), which is not a Commercial Hire Vehicle, rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person in accordance with the Hire Vehicle Agreement and shall not include any other vehicle or use.

HIRE VEHICLE AGREEMENT means the written agreement between the Insured or Insured Person and the motor vehicle hire company whose business is to rent out Hire Vehicles or Commercial Hire Vehicles.

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:

1. organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
2. provides twenty-four (24) hours a day nursing services by registered nurses;
3. is under the supervision of a Medical Practitioner; and
4. 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.

IDENTITY THEFT means the theft of data or information relating to Insured Person's identity which results in the fraudulent practice of using this person's name and personal information to obtain Money, goods or services.

INCOME means:

1. If the Insured Person is an employee, the Insured Person's gross weekly rate of pay exclusive of overtime payments, bonuses, commissions and allowances averaged over the period of three hundred and sixty-five (365) consecutive days prior to the date the disablement (with respect to which We have agreed to pay a Claim under the Policy) commenced or over such shorter period that an Insured Person has been continuously employed prior to the date of disablement as certified by the Medical Practitioner; or
2. In the case of a self-employed person, the Insured Person's weekly pre-tax income derived from personal exertion, after deduction of all expenses necessarily incurred in connection with that income, averaged over the period of three hundred and sixty-five (365) consecutive days or over such shorter period that an Insured Person has been continuously self-employed prior to the date of disablement as certified by the Medical Practitioner.

If the Insured Person does not meet 1 or 2 above, then the Insured Person's Income shall be deemed to be nil.

INCOME LIMITATION means the maximum percentage of the Insured Person's Income which We will pay in the event of a Claim.

INCOME MULTIPLIER means the maximum multiple of the Insured Person's annualised Income which We will pay in the event of a Claim.

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

1. 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;
3. 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 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 3, 1 Chifley Square,
 SYDNEY NSW 2000

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

JOURNEY means travel with a maximum duration of one hundred and eighty-two (182) consecutive days or less which is not normal daily commuting between the Insured Person's principal residence and place of business. A Journey commences from the time the Insured Person leaves their principal residence or place of business, whichever is the place of departure for the commencement of travel, and continues until the Insured Person returns to their principal residence or place of business, whichever occurs first.

KIDNAP, KIDNAPPED or KIDNAPPING means the actual or alleged taking of an Insured Person and holding them captive against the Insured Person's will, without legal authority for the purpose of demanding a Ransom for the release of the Insured Person.

KNOWN EVENT means an Event which has been reported in the mass media or for which We have released a position statement. Position statements can be found on Our website (www.ahiinsurance.com.au).

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.

LEISURE TRAVEL LIMITATION means the maximum amount We will pay for a Claim which occurs during Leisure Travel.

LOSS OF USE means loss of, by physical severance, or total and Permanent loss of the effective use of a part of the body.

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 legally qualified in medicine who is currently registered or licensed with the medical board of Australia or the respective medical board of the country in which they practice medicine as a general practitioner (doctor), physician, surgeon, optometrist or specialist and who is not the Insured Person and/or the Insured, or Relative of the Insured and/or Insured Person.

MEDICARE GAP means the difference between the payment made by Medicare and the Medicare Benefits Schedule fee for the expense.

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.

MONEY means bank notes, coins, credit and debit cards, money orders, traveler's cheques, postal notes, gift cards and vouchers, petrol and other coupons and letters of credit.

NON-MEDICARE MEDICAL EXPENSES means expenses certified as necessary by a Medical Practitioner, incurred by the Insured Person up to three hundred and sixty-five (365) consecutive days from the date of the Injury, provided the expenses:

1. are for private Hospital fees (including accommodation), Prescription Medicines, dental services, ambulance or emergency transport services, orthotists services prescribed by a surgeon, or services provided by an Allied Health Care Provider after referral by the treating Medical Practitioner;

2. are incurred as a direct result of an Injury covered by this Policy which occurs while the Insured Person is:
 - a. acting as a volunteer without payment, providing services to an educational, religious, charitable or benevolent organisation; or
 - b. acting as an official without payment at, or otherwise assisting in, the conduct of a volunteer activity for an educational, religious, charitable or benevolent organisation; or
 - c. acting in his or her capacity, without payment, as an elected or appointed official of an educational, religious, charitable or benevolent organisation; or
 - d. engaged in a sporting activity (in the capacity of a participant, adjudicator, judge, referee or umpire or in a similar capacity); or
 - e. acting as an official at, or otherwise assisting in the conduct of, a sporting activity; or
 - f. acting in his or her capacity as an elected or appointed official of a sporting organisation; or
 - g. is travelling to or from any of the activities listed above.
3. are incurred during the period that the Insured Person is certified by a Medical Practitioner as suffering Temporary Total Disablement.
4. do not include expenses:
 - a. payable in respect of the Medicare Gap;
 - b. that are not incurred as a direct result of the Injury or are not certified as necessary by a Medical Practitioner in the recovery from the Injury;
 - c. for the prevention of future Injury(ies);
 - d. recoverable from any private health insurance fund, ambulance service or from any other source; and
 - e. that We are prohibited from paying by either the Private Health Insurance Act 2007 (Cth) or the Health Insurance Act 1973 (Cth) or any similar legislation.

NON-SCHEDULED FLIGHT means a flight(s) in an aircraft that flies over normal air-routes but does not follow set timetables and the take-offs and/or landings are on recognised airfields or airports or similar facilities.

NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM means Terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

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
2. 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.

PARAPLEGIA means Permanent, total and entire paralysis of both legs and part or whole of the lower half of the body.

PARTNER means an Insured Person's wife or husband including de-facto or life 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.

PERMANENT (in relation to disablement) means lasting at least three hundred and sixty-five (365) consecutive days and at the end of that time as certified by a Medical Practitioner as being beyond hope of improvement.

PERSONAL BAGGAGE means personal property and other personal items designed to be worn or carried by the Insured Person which the Insured Person takes with them on their Journey, including items of clothing, personal jewellery and purchases of similar items the Insured Person makes whilst on a Journey (other than household furniture), including tickets, Money, Travel Documents and Electronic Equipment.

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:

1. in respect of Injury, is a condition of which the Insured Person was aware (whether diagnosed or not) or has sought treatment in the three hundred and sixty-five (365) consecutive days prior to the inception of the Insured Person's Effective Date of Cover under this Policy.
2. in respect of Sickness:
 - a. is a condition or side-effect of which the Insured Person was aware (whether diagnosed or not) or has sought treatment in the three hundred and sixty-five (365) consecutive days prior to the Insured Person's Effective Date of Cover under this Policy; or
 - b. is a condition caused by a Pre-Existing Condition.

Any medical condition that an Insured Person has suffered from or been treated for, irrespective of whether a complete recovery has occurred, is still treated as a Pre-Existing Condition.

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

PROFESSIONAL SPORTS means any sport for which an Insured Person receives an allowance, sponsorship, appearance fee or monetary payment as a result of the Insured Persons' participation, which accounts for more than fifteen (15%) percent of the Insured Persons' annual Income from all sources.

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.

PUBLIC PLACE means any place where the public have access (e.g. shops, planes, taxis, buses, trains, airports, railway stations, streets, museums, galleries, markets, hotel foyers, beaches, restaurants, and public toilets and the like).

QUADRIPLEGIA means Permanent, total and entire paralysis of both arms and both legs.

RADIUS means the distance in a straight line from its starting point to its destination.

RANSOM means Money and/or marketable goods, property, monetary instruments, securities or services surrendered or to be surrendered by or on behalf of the Insured in connection with a Kidnap, Detention or Extortion incident in consideration for the return or release of the captive Insured Person.

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 Family, 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.

RESUMPTION OF JOURNEY EXPENSES means all reasonable and necessary expenses incurred in returning the original Insured Person to complete their original defined business commitments and objectives. Where the Insured Person has returned to their point of origin for non-medical reasons, resumption must be on the written approval of AHI or AHI Assist. Where the Insured Person has been evacuated for medical treatment, cover will only apply within ninety (90) consecutive days of the evacuation and must be on the written approval of Our Medical Practitioner in consultation with the Insured Person's Medical Practitioner.

SCHEDULED MEETING means any official, pre-determined meeting or conference or seminar arranged to occur during the Journey by the Insured or Insured Person which cannot proceed without their attendance and cannot be delayed, postponed or rescheduled.

SCOPE OF COVER means the operative time within the Period of Insurance that the cover under this Policy applies as shown in the Policy Schedule.

SERIOUS INJURY OR SERIOUS SICKNESS means:

1. (in respect of the Additional and/or Forfeited Expenses Benefit and Corporate Event Benefit) a condition (other than pregnancy) of a person, who has not received regular treatment or advice for treatment, undergone tests or taken prescribed medication at the date of commencement of the Journey and for which a Medical Practitioner certifies that the Insured Person must return:
 - a. as the primary care giver if that person is a Family member; or
 - b. due to the absolutely critical nature and immediate threat to life if that person is a Relative; or
 - c. when that person is the travelling companion who is not a Relative and without whom the Insured Person's Journey cannot continue; or
 - d. when that person is a business partner or co-director and the Insured Person is required to take over that person's business role.
2. (in respect of Loss of the Deposits and Cancellation Expenses Benefit) a condition (other than pregnancy) of a person, who has not received regular treatment or advice for treatment, undergone tests or taken prescribed medication at the date of booking of the Journey and for which a Medical Practitioner certifies that the Insured Person has to:
 - a. remain as the primary care giver if that person is a Family member; or
 - b. remain due to the absolutely critical nature and immediate threat to life if that person is a Relative; or
 - c. remain when that person is the travelling companion who is not a Relative and without whom the Insured Person's Journey cannot commence.
3. (in respect of the Alternative Employee Expenses Benefit) an Injury or Sickness which entirely prevents the Insured Person from carrying out his or her usual occupation or business and which based on medical evidence is likely to last for at least seven (7) consecutive days.

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.

SINGLE means only the Insured Person.

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.

TEMPORARY PARTIAL DISABLEMENT means where in the opinion of a Medical Practitioner:

1. if the Insured Person continues to be employed by the Insured, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation or business duties resulting in more than a 25% loss of Income earned prior to the relevant Injury; or
2. if the Insured Person ceases to be employed by the Insured, the Insured Person is temporarily unable to engage in at least 25% of any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

TEMPORARY TOTAL DISABLEMENT means where in the opinion of a Medical Practitioner:

1. if the Insured Person continues to be employed by the Insured, the Insured Person is temporarily unable to engage in any aspect of their usual occupation or any of their business duties; or
2. if the Insured Person ceases to be employed by the Insured, the Insured Person is temporarily unable to engage in any occupation for which they may be suited by way of their education, training or experience.

In both instances the Insured Person must be under the regular care of, and acting in accordance with the instructions or advice of a Medical Practitioner.

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.

TOTAL DISABLEMENT means disablement which entirely and continuously prevents the Insured Person from engaging in the Insured Person's usual occupation or employment, or any other occupation or employment for which the Insured Person is suited by reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of the Insured Person's life.

TRAVEL AND ACCOMMODATION EXPENSES means reasonable and necessary expenses and charges incurred for transportation and/or accommodation which We have authorised prior to the commencement of the transportation and/or the accommodation period. It does not include any expenses for which the Insured or Insured Person have originally budgeted.

TRAVEL DOCUMENTS means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the Insured Person.

ULTIMATE NET LOSS means any monetary loss which is incurred by the Insured in order to secure the resolution of a Kidnap, Detention or Extortion incident. Such expenses include:

1. Ransom paid by the Insured;
2. reasonable fees and expenses of AHI Assist or other independent negotiators authorised by Us or AHI Assist as a result of any Event;
3. any other direct expenses which are reasonable in amount and necessarily incurred by the Insured for the purpose of investigating, negotiating, paying a Ransom demand or recovering the Insured Person, but not including any expenses, fees or damages incurred as a result of any proceedings brought against the Insured arising out of such a demand or any losses or damages caused or claimed to be caused by way of interruption to any business.

UNATTENDED means the Insured Person or their travelling companion are not in a position to observe an item or in a position to have any reasonable prospect of preventing its theft.

UNEXPECTED DEATH means death which occurs fortuitously, was unforeseeable and unexpected and does not include the death of a terminally ill person unless the death is due to an unrelated cause.

UNFORESEEABLE INJURY OR UNFORESEEABLE SICKNESS means an Injury or Sickness that is caused by unforeseeable circumstances outside the control of the Insured or Insured Person requiring immediate treatment by a Medical Practitioner and for which the Medical Practitioner certifies the Insured Person on whom the Journey depends is unfit to travel or continue with the Journey.

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.

WORK EXPERIENCE means work undertaken with the Insured for a defined period that is voluntarily and performed by a person who is not an employee of the Insured. Such work must be arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

Contact Us



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

Sydney | Melbourne | Brisbane | Perth

1800 618 700

ahiinsurance.com.au