

# Voluntary Workers Group Personal Accident

AHI  
Product Disclosure Statement (PDS)  
and Policy Wording

1800 618 700  
[ahiinsurance.com.au](http://ahiinsurance.com.au)

# Contents

<b>Important Information</b> .....	<b>3</b>
<b>Product Disclosure Statement</b> .....	<b>4</b>
<b>Policy Wording</b> .....	<b>10</b>
Important Notice .....	10
Benefits .....	11
Death and Capital Benefits .....	12
Weekly Injury Benefit .....	14
Broken / Fractured Bones Benefits .....	15
Accidental HIV Infection Lump Sum Benefit.....	16
Childcare Benefit .....	16
Coma Benefit .....	17
Domestic Help Benefit .....	17
Driver Services Benefit .....	18
Family Accommodation and Transport Expenses Benefit.....	18
Financial Advice Benefit.....	19
Home and Vehicle Modification Benefit.....	19
Non-Medicare Medical Expenses .....	20
Out of Pocket Expenses Benefit .....	21
Partner Training Benefit .....	21
Retraining and Rehabilitation Expenses Benefit .....	22
Student Tutorial Benefit .....	22
Unexpired Membership Benefit .....	23
General Exclusions .....	24
General Conditions and Limitations .....	25
AHI Standard Definitions.....	29

# 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 to take reasonable care not to misrepresent

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to take reasonable care not to make a misrepresentation.

What this means is that you must take care to ensure the accuracy of any information you provide to us, as our decision

whether to enter into a contract with you, and if so on what terms, will be based on the information you provide. Your duty includes:

- Giving honest, accurate and complete answers to any questions we ask;
- Making reasonable enquiries to determine the accuracy of any information you give to us; and
- Taking care to ensure that any representation you make to us is accurate.

Every person who is insured under the policy must comply with this duty at the commencement of the policy and when you renew, vary, extend, reinstate or replace the policy.

If you or any person who is insured under the policy do not comply with this duty and fail to take care to ensure the accuracy of any representation made to us, we may cancel the policy, reduce the amount we pay if you make a Claim, or decline a Claim. If you breach this duty fraudulently, we may avoid the policy altogether and treat it as if it never existed.

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

Cover is provided for the Insured (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  
Broken / Fractured Bones Benefits  
Accidental HIV Infection Lump Sum Benefit  
Childcare Benefit  
Coma Benefit  
Domestic Help Benefit  
Driver Services Benefit  
Family Accommodation and Transport Expenses Benefit  
Financial Advice Benefit  
Home and Vehicle Modification Benefit  
Non-Medicare Medical Expenses  
Out of Pocket Expenses Benefit  
Partner Training Benefit  
Retraining and Rehabilitation Expenses Benefit  
Student Tutorial Benefit  
Unexpired Membership 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](http://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](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://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](http://www.ahiinsurance.com.au). Alternatively, contact AHI at [privacy@ahiinsurance.com.au](mailto: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](http://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](http://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](http://www.ahiinsurance.com.au)  
Email: [enquiries@ahiinsurance.com.au](mailto: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](http://www.tokiomarine.com.au)

This Product Disclosure Statement was prepared on 07/09/2021. 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.

<b>Insured Events</b>	<b>Percentage of Benefit Payable</b>
- 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. 1/7<sup>th</sup> of the amount shown in the Policy Schedule against "Weekly Injury Benefit"; or
2. 1/7<sup>th</sup> 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.

## 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.

<b>Insured Events</b>	<b>Percentage of Benefit Payable</b>
- 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).

# 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).

# Domestic Help 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 Temporary Total Disablement and as a result incurs expenses for domestic help, covering at home childcare, routine household cleaning and garden maintenance activities 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 1/7<sup>th</sup> of the amount shown in the Policy Schedule against "Domestic Help Benefit" per day of continued Temporary Total Disablement.

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

## Conditions

1. The Temporary Total Disablement must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
2. The Insured person must as soon as reasonably practicable after the happening of any Injury giving rise to a Claim, procedure and follow proper medical advice from a Medical Practitioner.
3. All Compensation shall be paid in arrears.
4. The domestic help provided must be certified as necessary by a Medical Practitioner.

## Exclusions

1. No cover is provided for expenses that would have been incurred irrespective of the Injury.
2. 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).
3. No cover is provided for domestic help provided by a Relative of the Insured Person or a Relative of the Insured Person's Partner.

## 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 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 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.

## 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.

## **Non-Medicare Medical Expenses**

#### **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 direct result of this Injury incurs Non-Medicare Medical Expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

#### **Compensation**

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

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

#### **Conditions**

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

#### **Exclusions**

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



## Out of Pocket Expenses 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 direct result incurs otherwise unforeseeable, reasonable expenses for:

1. Medical Mobility Equipment; and/or
2. local transportation (other than in an ambulance) for the purpose of seeking medical treatment; and/or
3. replacement of items damaged as a result of the Injury,

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 "Out of Pocket Expenses".

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

### Conditions

1. We will only make a payment under this Benefit if:
  - a. the expenses are not covered under another Benefit under this Policy (to the extent permitted by law); and
  - b. the payment of the Benefit does not 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 succeeding legislation to that Act; and
  - c. a Medical Practitioner certifies that the Medical Mobility Equipment is required by the Insured Person as a direct result of the Injury.

### 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.

# Student Tutorial Benefit

## Extent of Cover

If, during the Period of Insurance and occurring within the Scope of Cover, an Insured Person who is a registered full-time student sustains an Injury which results in Temporary Total Disablement and as a result is unable to attend classes and incurs home tutorial expenses which are not otherwise excluded in this Benefit, We will pay the Compensation in accordance with the terms set out in this Benefit.

## Compensation

We will reimburse the reasonable expenses as described in the Extent of Cover. The maximum We will pay is 1/7<sup>th</sup> of the amount shown in the Policy Schedule against "Student Tutorial Benefit" per day of continued Temporary Total Disablement.

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

## Conditions

1. The Temporary Total Disablement must occur within three hundred and sixty-five (365) consecutive days of the date of the Injury.
2. 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.
3. All Compensation shall be paid in arrears.
4. The Insured Person's inability to attend classes must be certified by a Medical Practitioner.
5. The home tutorial services must be performed by a professionally qualified tutor.

## Exclusions

Under this Benefit no Compensation is payable for any Claim caused by or arising out of:

1. No cover is provided for expenses that would have been incurred irrespective of the Injury.
2. 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).
3. No cover is provided for home tutorial services provided by a Relative of the Insured Person or a Relative of the Insured Person's Partner.

# Unexpired Membership Benefit

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

## 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

# 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 an Insured Person playing or training for any code of football with a registered team or club.
15. 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](http://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 AHL 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](http://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](http://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.

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