

# Zurich Inpatient Insurance

## Product Disclosure Statement



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# About our Inpatriate Insurance

## About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 10. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure you have the cover *you* need.

## How to apply for this insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any inquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

## Our Inpatriate Insurance

Zurich Inpatriate Insurance allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover *yourself* or some other person(s) (referred to as the *insured persons*).

The policy generally operates 24 hours a day, seven days a week, while an *insured person* is inpatriate to Australia, on the business of the *insured*. However, this can be customised for *your* requirements and will be shown on *your schedule*.

For a summary of additional benefits available to *you*, see 'Benefits of cover available' on page 8.

## Our contract with you

This policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover that we provide.

The policy is made up of:

- the policy wording which begins at page 10 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the information *you* provide to us when applying for insurance cover;
- *your* most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other changes advised by us in writing (such as an *endorsement* or a supplementary PDS). These changes vary or modify the above documents.

Please note, only those Sections shown as covered in *your schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

## Words with special meaning

We italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions in this document to obtain the full meaning of such terms.

## About an insured person

An *insured person* has a right to recover under this policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the *insured* is able to vary or cancel the policy. *Insured persons* are not charged for the right to make a claim under this policy.

Any person who may be insured under this policy should consider obtaining their own advice from an appropriately licensed person to determine if the benefits provided by this policy are suitable to their needs. No advice is provided by either *you* or us as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

## When the insured person's cover starts and ends

An *insured person's* ability to access cover:

- starts at the time the relevant person becomes an *insured person*; and
- ends at the earliest happening of the following:
  - (a) the relevant person is no longer meeting the criteria specified in the *schedule* for an *insured person*;
  - (b) the date and time *you* request that such *insured person* ceases to have access to the benefits under this policy; or
  - (c) the date and time this policy ends in accordance with the policy terms, either because the *period of insurance* has ceased and the policy has not been renewed with us or this policy has been cancelled in accordance with the policy terms.

## Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause of your policy. *You* should be aware of the following matters in considering whether this product is suitable for *your* needs.

## Excesses can apply

An *excess* may apply to claims made under each of these Sections. An *excess* is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower *excess* alternatives in certain circumstances, which may either decrease or increase *your* premium, depending upon the options requested.

The *excess* applicable to *your* policy is specified in the *schedule*. There are also other *excesses* which are specified in the policy wording.

## Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies of this type. For example, we may not pay for death, *injury*, *sickness* or disability arising from:

- the *insured person* being in an aircraft or aerial device, unless they are a passenger;
- *war* or *civil war*; or
- suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*.

Some of the exclusions may be less common, and as such may be unexpected. For example, this policy excludes cover for death, *injury* or *sickness* arising from training for or participating in a *professional sport*. Please refer to page 19 for the details of this exclusion.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, *you* should read the full details of all relevant exclusions, which are contained in the policy. Please refer to the General Exclusions from page 19.

## Terms and Conditions

General Terms and Conditions Applicable to All Sections set out *your* general obligations with which *you* need to comply. Please refer to page 20. Other terms and conditions relevant to each Section also apply and are explained in each section. *You* should read the policy wording and make *yourself* aware of all the terms and conditions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your* policy.

## Make sure you have the cover you need

*You* should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks *you* may have to bear any uninsured losses *yourself*.

*You* should also advise *your* intermediary to notify us as soon as possible, when *your* circumstances change which are relevant to *your* policy.

## Duty of Disclosure

For *insureds* who are not a natural person, before *you* enter into an insurance contract, *you* have a duty to tell us anything that *you* know, or could reasonably be expected to know, may affect our decision to insure *you* and on what terms.

*You* have this duty until we agree to insure *you*.

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

*You* do not need to tell us anything that:

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

## Individuals

If *you* are the *insured* and *you* are a natural person, a different duty of disclosure to the one set out above applies to *you*. Contact *your* intermediary or us to ensure *you* are notified of *your* duty.

## If you do not tell us something

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

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

## Cooling-off period

After *you* apply for a Zurich product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time *you* may cancel the policy and receive a full refund of any premium paid, unless *you* have:

- made a claim or become entitled to make a claim under *your* policy; or
- exercised any right or power *you* have in respect of *your* policy or the policy has ended.

*Your* request will need to be forwarded to us via *your* intermediary or to the address shown on the back cover of this document.

*You* can cancel *your* policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions Applicable to All Sections on page 20.

## How we calculate your premium

The premium amount that *you* must pay for *your* insurance cover is set out in *your schedule*. The amount of *your* premium is determined by taking a number of different matters into account. *You* can seek a quote at any time.

It is important for *you* to know in particular that the premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

In this product the factors that are taken into consideration include the following:

- the business of the *insured*;
- the age of *insured persons*;
- the occupation of *insured persons*;
- the countries *insured persons* are being in-patriate from;
- benefit limits chosen; and
- the *excess* and/or *annual aggregate excess* amount *you* elect.

This means that when *you* purchase a policy *you* may elect to take a larger *excess* or *annual aggregate excess* amount in the event of a claim, which may reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing *excess* or *annual aggregate excess* amounts.

*Your* intermediary can arrange for *you* to be provided with a quote for a premium. *You* will need to give *your* relevant personal details to *your* intermediary at this time to enable us to calculate the premium.

Another important thing to know is that *your* premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to *your* policy. These amounts will be set out separately on *your schedule* as part of the total premium payable.

## How and when you pay your premium and what happens if you don't pay?

Premiums are calculated on an annual basis and may be payable on either a yearly or instalment basis (which will be advised in the quotation provided by us). *Your* intermediary can also tell *you* what other methods are available to make *your* premium payments.

*Your* intermediary should send *you* an offer of renewal of *your* insurance once a year, before *your* current *period of insurance* expires. If *you* do not pay *your* premium when due, *your* policy may lapse after 30 days and *you* will not be covered. *You* may be able to reinstate *your* policy after it lapses, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances and the circumstances of all persons to be insured at the time of application.



## How to make a claim

If *you* need to make a claim, please refer to 'Claims Procedures' on page 19.

If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 132 687.

## Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain *your* details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. If *you* give us information about another person (such as an *insured person*, their *spouse* or *partner*, *dependent children*, or *close relative*), we will rely on *you* to have told them that *you* will provide their information to us and to have provided them with this privacy text. If the information is sensitive (eg health) information, we will rely on *you* to have obtained their consent to give the information to us. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

## Complaints and Dispute Resolution process

If *you* have a complaint about an insurance product we have issued or the service *you* have received from us, please contact *your* intermediary to initiate *your* complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with our initial response, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

Their contact details are:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

## General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and *you*;
- 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 *you* make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and *your* rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

## Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at [www.fcs.gov.au](http://www.fcs.gov.au)

## Headings

Headings have been included for ease of reference but do not form part of the policy.

## Updating this PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at [www.zurich.com.au](http://www.zurich.com.au). A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details on the back cover of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.



# Benefits of cover available

The following is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

Types of covers available	Benefits of cover available	Page no
<b>Section 1 – Zurich Assist – Emergency Assistance Services</b>		
Zurich Assist – Emergency Assistance Services	Access to Zurich Assist: an emergency assistance service that can be accessed any time, anywhere in the world. Zurich Assist has access to a worldwide team of skilled doctors, medical professional and other emergency assistance consultants, available 24 hours a day, 7 days a week	23
<b>Section 2 – Medical and additional Expenses</b>		
Medical and additional expenses	<p>Provides cover for medical and additional expenses, such as those described below, incurred by the <i>insured person</i> following <i>injury</i> or <i>sickness</i> and incurred during the <i>period of insurance</i>:</p> <ul style="list-style-type: none"> <li>– <i>private hospital expenses</i></li> <li>– <i>public hospital expenses</i></li> <li>– <i>maternity expenses</i></li> <li>– <i>dental expenses</i></li> <li>– <i>ancillary expenses</i></li> <li>– <i>emergency transport expenses</i></li> <li>– <i>rehabilitation expenses</i></li> <li>– <i>psychiatry expenses</i></li> <li>– <i>psychology expenses</i></li> </ul>	24
<b>Section 3 – Medical Repatriation and Emergency Evacuation</b>		
Medical repatriation and emergency evacuation expenses	<p>Benefits include reasonable expenses incurred for medical repatriation and emergency evacuation, such as those described below, incurred by an <i>insured person</i> following <i>injury</i> or <i>sickness</i> and incurred during the <i>period of insurance</i>:</p> <ul style="list-style-type: none"> <li>– airfares (economy where possible) in transporting <i>insured persons</i> to the nearest recommended hospital</li> <li>– airfares in transporting an adult to accompany an <i>insured person</i> under the age of 16 who is being repatriated</li> <li>– pre and post hospitalisation accommodation</li> </ul>	27
<b>Section 4 – Personal Accident and Sickness</b>		
Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers <i>accidental death</i> or <i>injury</i> as a result of an <i>accident</i>	29
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of an <i>injury</i>	30
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of <i>sickness</i> during the <i>period of insurance</i>	30

Types of covers available	Benefits of cover available	Page no
<b>Section 5 – Personal Liability</b>		
Personal liability	Indemnity for all sums that the <i>insured person</i> is legally liable to pay for damages in respect of personal injury and/or property damage to a third party, happening during the <i>period of insurance</i>	35
<b>Additional Benefits</b>		
Emergency return home	Covers <i>insured person's</i> repatriation expenses up to \$5,000 in the event of the unexpected death or <i>very serious illness</i> of the <i>insured person's spouse or partner or dependent children</i>	36
Home Leave	Covers the benefits provided under Section 2 – Medical and Additional Expenses whilst <i>insured person</i> is on <i>home leave</i> up to a maximum amount of \$50,000 or any remaining applicable sum insured balance	36
Personnel Replacement	Covers the travel and accommodation expenses to send a replacement employee necessary as a result of injury or sickness of an <i>insured person</i> and to complete any urgent unfinished business commitments of the <i>insured person</i>	36
Repatriation of Mortal Remains	Covers expenses up to \$20,000 to repatriate mortal remains or to conduct funeral if burial or cremation at place of death	36
Trauma Counselling Benefit	Covers trauma counselling costs up to \$10,000 if during the <i>period of insurance</i> and whilst an <i>insured person</i> suffers psychological trauma as a result of being a victim of or witnessing a <i>violent criminal act</i> or an <i>act of terrorism</i> occurring outside of <i>country of residence</i>	36
Identity Theft	Indemnifies legal expenses up to \$10,000 incurred after an <i>insured person</i> is the victim of <i>identity theft</i> in the <i>country of domicile</i>	37

# Inpatient Insurance – Policy Wording

Subject to the terms and conditions contained in this policy, we will cover *insured persons* for the events described in the Sections of this policy, but only if:

- (a) *you* have paid or agree to pay the premium set out in *your schedule*; and
- (b) the type of cover is specified in *your schedule* as applying to that *insured person*.

## Definitions

The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

### Accident

*accident* means a single event that is:

- (a) caused by sudden, external and identifiable means (independently of any *sickness* or other cause); and
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*; and
- (c) which occurs during the *period of insurance* and whilst the person is an *insured person*.

### Accidental death

*accidental death* means the death of an *insured person* as a result of an *Injury*.

### Act of terrorism

*act of terrorism* means an act including, but not limited to, the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Anaesthetic charges

*anaesthetic charges* mean charges made for an anaesthetic and its administration including *medical practitioner fees*.

### Ancillary expenses

*ancillary expenses* mean the *medically necessary* incurred charges for ancillary services such as:

- (a) acupuncture;
- (b) naturopathy;
- (c) hypnotherapy;
- (d) chiropractic;
- (e) osteopathy;
- (f) dietetics;
- (g) *optical expenses*;
- (h) physiotherapy;
- (i) podiatry;
- (j) *prescribed medicines*;
- (k) hearing aids;
- (l) speech therapy; and
- (m) remedial massage.

### **Annual aggregate excess**

*annual aggregate excess* means the amount we will not pay in any *one period of insurance* per single, couple or family and which *you* or the *insured person* is required to bear themselves. This amount is stated in the *schedule* either expressed as a monetary amount or as a percentage of the loss.

### **Authorised rehabilitation provider**

*authorised rehabilitation provider* means a company accredited to deliver workplace rehabilitation services to an *insured person* following an *injury* or *sickness* which results in a valid claim for *temporary total disablement* or *temporary partial disablement* under this policy, whose employees are reasonably qualified to provide timely assistance with services based on the assessed need of the *insured person* and their occupation. Such provider will be:

- (a) chosen from a panel of our authorised providers; or
- (b) an independent provider should *you* or the *insured person* not agree with our choice, provided that such provider is not the *insured*, an *insured person*, or a *close relative* of the *insured person*, and the cost of providing the *rehabilitation plan* is reasonable when compared to that of our chosen panel provider.

### **Capital benefit**

*capital benefit* means the Capital Benefits Sum Insured amount specified in the *schedule*.

### **Civil war**

*civil war* means a state of armed conflict or rebellion, insurrection, revolution or sedition between different parties belonging to the same country using military like force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

### **Close family member**

*close family member* means the *insured person's spouse* or *partner*, child, step-child, brother, step-brother, sister, step-sister, parent, aunt, uncle, nephew, niece, grandchild or grandparent.

### **Country of domicile**

*country of domicile* means the country where the *insured person(s)* is/are residing temporarily on foreign assignment for business purposes, on the business of the *insured*.

### **Country of residence**

*country of residence* means the country of which the *insured person* is naturalised, a citizen or permanent resident (i.e. holder of a multiple entry visa or permit which gives the *insured person* resident health care rights in such country) at the *effective date of cover*, and each subsequent *period of insurance*.

### **Day care expenses**

*day care expenses* mean medical expenses of an *insured person* for which approval has been obtained from Zurich Assist for medical treatment provided in a hospital or in a specially equipped clinic or treatment centre which:

- (a) does not require the *insured person* to be confined in a hospital for a period greater than 24 hours; and
- (b) is provided by a *specialist* or under the direct supervision of a *specialist*; and
- (c) includes surgery performed by *medical practitioner* or *specialists*.

### **Dental services (emergency)**

*dental services (emergency)* mean charges made by a duly qualified oral surgeon or *dentist* for non routine treatment to an *insured person's* healthy teeth which are damaged as a result of an *injury*.

### **Dental expenses (general)**

*dental expenses (general)* mean charges made by a duly qualified oral surgeon or *dentist* for examinations, scaling and cleaning, dental filling and restorations, diagnostic services, X-Rays, injections and extractions of teeth.

### **Dental expenses (special)**

*dental expenses (special)* mean charges made by a duly qualified oral surgeon or *dentist* for root treatment, endodontic treatment, oral surgery, anaesthetic services, periodontic surgery, interceptive orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodelling and other *specialist* and orthodontic services.

### **Dentist**

*dentist* means a person legally qualified and registered to practice dentistry who is not an *insured person* or their relative.

### **Dependent children**

*dependent children* mean the *insured person's* and/or their *spouse's* unmarried children who are under the age of:

(a) 19 years and living with the *insured person*; or

(b) 25 years and a full time student at an accredited institute of higher learning in the *country of domicile*,

and who are primarily dependent on the *insured person* for their maintenance and support. *Dependent children* also include an *insured person's* and/or their *spouse's* unmarried child of any age who is physically or mentally incapable of self-support provided they are permanently living with the *insured person* in the *country of domicile*.

### **Documents**

*documents* mean papers or other items containing references to the *insured person's* identity including, but not limited to the following:

(a) bank account details, building society account details, credit, debit and bank cards;

(b) birth certificate, passport, driver's licence, share certificates;

(c) insurance documents – motor, home, travel and life, utilities account details;

(d) membership numbers of professional bodies.

### **Effective date of cover**

*effective date of cover* means the date first advised to us that an *insured person's* cover commences under this policy.

### **Employee**

*employee* means any person under an employment contract of service or apprenticeship with *you* excluding any *director*.

### **Endorsement**

*endorsement* means an individual endorsement document that we give *you* that attaches to and forms part of *your* policy. This document varies the terms and conditions of *your* policy.

### **Emergency transport expenses**

*emergency transport expenses* mean expenses incurred to transport an *insured person* to a public hospital. For the purpose of clarity, this definition is intended to include inter-hospital transfers that are *medically necessary* because the original admitting public hospital does not have the required clinical facilities. It does not extend to transfers due to *insured person's* preferences.

### **Excess**

*excess* means the amount *you* or the *insured person* must firstly contribute toward any claim. The *excess* amount relevant to each Section is specified in the *schedule*.

### **Excess period**

*excess period* means the *waiting period* expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under Excess Period in the *schedule*.

### Home leave

*home leave* means leave where the *insured person* temporarily returns to their *country of residence*.

### Home nursing expenses

*home nursing expenses* mean charges incurred by a *insured person* during the *period of insurance* and after the *insured person's effective date of cover* for the treatment of their *injury* or *sickness*, provided the care is considered *medically necessary* as evidenced by a statement from a *medical practitioner* and provided by a person registered as a nurse who is not:

- (a) the *insured*;
- (b) the *insured person*;
- (c) a *close family member* of the *insured person*; or
- (d) an *employee* or director of the *insured*.

### Identity theft

*identity theft* means the theft of personal data or *documents* relating to the *insured person's* identity which results in:

- (a) their fraudulent use to obtain money, goods or services; or
- (b) the *insured person* incurring expense to:
  - (i) stop further fraudulent use;
  - (ii) replace such *documents*;
  - (iii) restore their credit rating and bank/mortgage/loan accounts; or
  - (iv) amend or rectify records regarding the *insured person's* true name or identity.

### Injury

*injury* means *accidental death* or bodily injury resulting from an *accident* occurring during the *period of insurance*. *Injury* does not mean a *sickness* (except illness or disease resulting from medical or surgical treatment rendered *medically necessary* by an *injury*) or any *pre-existing condition*.

### Insured

*insured* means the Insured specified in the *schedule* as the Insured; i.e. the policyholder of this policy.

### Insured person

*insured person* means any person shown in the *schedule* as an Insured Person and/or as nominated by the *insured* and agreed to by us for eligibility under this policy from time to time with respect to whom premium has been paid or agreed to be paid.

### Limb

*limb* means the entire arm (being between the shoulder and wrist) or leg (being between the hip and the ankle).

### Manifest or Manifestation

*manifest* or *manifestation* means having:

- (a) required an emergency department visit, hospitalisation, or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) had regular reviews or check-ups with a *medical practitioner*, *mental health practitioner* or *specialist*;
- (d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- (e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.



### **Maternity care and Treatment emergency expenses**

*maternity care and treatment emergency expenses* mean emergency and/or complicated delivery charges for medical emergencies or complications resulting from pregnancy or childbirth, including emergency and unplanned caesarean procedures, intrapartum complications and complications relating to placentation.

### **Maternity care and Treatment routine expenses**

*maternity care and treatment routine expenses* mean charges for routine pre-natal, delivery (including elective caesarean) and post-natal charges (up to six months after the birth of the child) for the care of the mother from the date of conception (or known conception) provided that the *insured person's* pregnancy commenced during the *period of insurance* and after their *effective date of cover*.

### **Maternity expenses**

*maternity expenses* mean *maternity care and treatment emergency expenses, maternity care and treatment routine expenses* and *newborn child expenses*.

### **Medical practitioner**

*medical practitioner* means a person qualified and registered to practice medicine. Medical practitioner does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

### **Medically necessary**

*medically necessary* means expenses, services, diagnostic tests, procedures, and/or treatments that have been determined by a *medical practitioner* or *specialist* as required to treat an *injury* or *sickness* of an *insured person*.

### **Medical primary and Specialist outpatient care expenses**

*medical primary and specialist outpatient care expenses* mean the actual, *medically necessary* and reasonable expenses incurred by an *insured person* during the *period of insurance* and after the *insured person's effective date of cover* for the treatment of their *bodily injury* or *sickness* by a *medical practitioner* or *specialist* including out of hospital services.

### **Mental health practitioner**

*mental health practitioner* means a person qualified and registered to provided treatment, rehabilitation or support to people with a mental illness or psychiatric disability. Mental health practitioner does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

### **Newborn child expenses**

*newborn child* expenses mean charges for the routine medical care of a newborn child from birth up to six months of age.

### **Optical expenses**

*optical expenses* mean charges for spectacles and/or contact lenses as prescribed by the treating *medical practitioner* or *specialist* to an *insured person* during the *period of insurance* and after the *insured person's effective date of cover*.

### **Period of insurance**

*period of insurance* means the dates over which *your* insurance cover under this policy is valid, as specified in the *schedule* or such shorter period should this policy be terminated either in accordance with its terms or alternatively deemed applicable by law, during which cover applies under this policy.

### **Permanent**

*permanent* means lasting for 12 consecutive months from the date of the *injury* and at the expiry of that time a *medical practitioner* advises is, it is unlikely to improve.

### **Permanent total disablement**

*permanent total disablement* means *temporary total disablement* that is:

- (a) *permanent* in nature; and
- (b) entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

### **Pharmaceutical charges**

*pharmaceutical charges* mean charges incurred by an *insured person* during the *period of insurance* and after the *insured person's effective date of cover* for prescription drugs deemed *medically necessary* for the treatment of a *bodily injury* or *sickness* of the *insured person* as prescribed by a *medical practitioner* or *specialist* whilst the *insured person* is in hospital, including charges incurred by the *insured person* after they are discharged from hospital.

### **Pre-existing condition**

*pre-existing condition* means any injury, or physical or mental defect, condition, illness, disease or syndrome for which in the twelve months prior to becoming an *insured person*, the *insured person*:

- (a) has required an emergency department visit, hospitalisation or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) has had regular reviews or check-ups with a *medical practitioner*, *mental health practitioner*, or *medical specialist*;
- (d) has a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- (e) is exhibiting symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

Notwithstanding the above, any injury or physical or mental defect, condition, illness, disease or syndrome will not be deemed to be a *pre-existing condition* where:

- (i) the *insured person* has been employed by *you* and continuously covered for such condition under an Expatriate Insurance policy underwritten by Zurich and held by *you* for the period or periods immediately prior to the current *period of insurance*;
- (ii) the condition has been declared to and accepted by us prior to the person becoming an *insured person* under this policy; or
- (iii) *takeover provisions* are shown as included on *your schedule*.

### **Prescribed medicines**

*prescribed medicines* mean medicines which have been prescribed by a *medical practitioner* or *specialist* but excludes oral contraception unless a *medical practitioner* has certified this as *medically necessary* for the treatment of a condition other than the prevention of pregnancy.

### **Preventative medical expenses**

*preventative medical expenses* mean charges incurred for treatment or diagnosis or X-ray and laboratory examinations for prevention of a *sickness* as referred by a *medical practitioner* or *specialist* including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks and the like.

### **Private hospital**

*private hospital* means a hospital in respect of which there is in force a statement under subsection 121-5 (8) of the Private Health Insurance Act (Cth) 2007 that the hospital is a *private hospital*.

### **Private hospital expenses**

*private hospital expenses* mean charges for emergency department fees that lead to an admission and overnight and day only *private hospital* room and board charges, including:

- (a) *day care expenses*;
- (b) *anaesthetic charges*;
- (c) post operative service charges;
- (d) use of operating theatre;
- (e) *medically necessary* care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous *private hospital* equipment during the *insured person's* confinement period; and
- (g) other miscellaneous *private hospital* charges (including *pharmaceutical charges*) for services necessarily and regularly given by a *private hospital* and recommended by a *medical practitioner* for the treatment of that *bodily injury* or *sickness*.

### **Professional sport**

*professional sport* means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation, where in total this financial reward, sponsorship or gain accounts for the majority of the *insured person's salary*.

### **Prosthesis**

*prosthesis* means an artificial replacement for a missing body part such as an artificial limb or total joint replacement and includes a device designed and applied to improve function.

### **Psychiatry expenses**

*psychiatry expenses* mean charges made by a duly qualified psychiatrist for the provision of mental health services provided that the *insured person* is referred for such treatment by their treating *medical practitioner, mental health practitioner* or *specialist*.

### **Psychology expenses**

*psychology expenses* mean 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, mental health practitioner* or *specialist*.

### **Public hospital**

*public hospital* means a hospital in respect of which there is in force a statement under subsection 121-5 (8) of the Private Health Insurance Act 2007 (Cth) that the hospital is a *public hospital*.

### **Public hospital expenses**

*public hospital expenses* mean charges for emergency department fees that lead to an admission and overnight and day only *public hospital* room and board charges, including:

- (a) *day care expenses*;
- (b) *anaesthetic charges*;
- (c) post operative service charges;
- (d) use of operating theatre;
- (e) *medically necessary* medical care and treatment (such as medicines, dressings, splints and plaster casts);
- (f) rental of wheelchair or other prosthetic devices and/or miscellaneous public hospital equipment during the *insured person's* confinement period;

- (g) charges for post operative services that are a continuation of care associated with an early discharge from hospital; and
- (h) other miscellaneous *public hospital* charges (including *pharmaceutical charges*) for services necessarily and regularly given by a *public hospital* and recommended by a *medical practitioner* for the treatment of that *bodily injury* or *sickness*.

### Recognised health provider

*recognised health provider* means Chartis, Chubb, ACE Insurance, Accident & Health International or other international health providers, including Australian registered health funds.

### Rehabilitation expenses

*rehabilitation expenses* mean the reasonable and *medically necessary* charges incurred by an *insured person* during the *period of insurance* and after the *insured person's effective date of cover* for their rehabilitation treatment and/or occupational therapy as prescribed by the treating *medical practitioner* or *specialist* as a result of an *injury* or *sickness*.

### Salary

*salary* means:

- (a) in the case of a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) in regards to a T.E.C. (i.e. total employment cost) or salary packaged *insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) with respect to a self-employed *insured person*, the average gross weekly gross income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income,

and in each case, derived during the six calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this policy. Where bonuses, commissions, overtime payments and other allowances have been made on a more regular basis than annually and we consider it forms part of an *insured person's* total remuneration or salary package then these will be included within the *insured person's* gross weekly income.

### Schedule

*schedule* means the most current policy schedule issued by us to *you*. It includes any changes, conditions and exclusions made to suit *your* individual circumstances and may amend the policy wording or later be amended via an *endorsement*.

### Sickness

*sickness* means any illness, disease, condition, syndrome or mental illness which is not a *pre-existing condition*, suffered by the *insured person* which first occurs during the *period of insurance* and whilst the person is an *insured person*.

### Specialist

*specialist* means a *medical practitioner* (including optometrists) recognised and/or referred to by another *medical practitioner* or *mental health practitioner* for their expertise, experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific medical condition.

### Spouse or partner

*spouse* or *partner* means a person who is married to the *insured person* or a partner of an *insured person* who has been co-habiting with the *insured person* for a period of at least three continuous months, is living with the *insured person* in *country of domicile*, provided that they are not a citizen or permanent resident of the *insured person's country of domicile*.

### **Sum insured**

*sum insured* means the amount for which *you* are insured, as specified in *your schedule*.

### **Takeover provisions**

*takeover provisions* mean coverage under Sections 1, 2 and 3 of this policy is extended to include all *pre-existing conditions* including pregnancy, provided an *insured person* has been continuously insured with a *recognised health provider* in the 12 months immediately prior to becoming an *insured person* and:

- (a) the *insured person's injury* or *sickness* first occurred whilst they were covered under a policy held by the *insured* which provided similar benefits to that are provided under Sections 1, 2 and 3 of this policy; and
- (b) the *insured person* has been continuously insured under such policy held by the *insured* which provided similar benefits to that are provided under Sections 1, 2 and 3 of this policy, from the time the *injury* or *sickness* first manifested until the time the event occurs.

Such cover shall not extend to any conditions or treatments which were excluded under the *insured persons* previous insurance held with a *recognised health provider*.

### **Temporary partial disablement**

*temporary partial disablement* means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in a substantial part of their *usual occupation* and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner, mental health practitioner* or *specialist*.

### **Temporary total disablement**

*temporary total disablement* means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in their *usual occupation* and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner, mental health practitioner* or *specialist*.

### **Usual occupation**

*usual occupation* means the occupation predominantly performed by the *insured person* in the 12 months prior to the *injury* or *sickness* causing disability.

### **Very seriously ill**

*very seriously ill* means a medical condition certified by the attending *medical practitioner, mental health practitioner* or *specialist* to be of such a serious nature as to warrant a notification to relatives that their attendance is desirable in view of the serious nature of the condition and threat to the *insured person's* life.

### **Violent criminal act**

*violent criminal act* means a violent, physical, and illegal act, including murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not the *insured person*, an *insured person's* relative or *your* director or *employee*.

### **War**

*war* means a state of armed conflict between different nations, states or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

### **Waiting period**

*waiting period* means the period of (12) calendar months from the relevant *insured person's effective date of cover*. This *waiting period* does not apply to an *insured person* where the *takeover provisions* have been met by the *insured person*.

### **You / Your**

*you / your* means the *insured*.

## General Exclusions Applicable to All Sections

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly from:

1. where our payment would result in our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act (Cth).
2. which are covered by Medicare, or by any workers compensation legislation, transport accident legislation, government sponsored fund, plan, medical benefit scheme or any other insurance policy required to be effected by or under law.
3. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from.
4. the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*.
5. any deliberate, illegal or criminal acts committed by the *insured* or any *insured person*, or any other person acting with their express consent or at their direction.
6. the *insured person* engaging or taking part in:
  - (a) flying in an aircraft or aerial device, unless as a passenger in an aircraft licensed to carry passengers;
  - (b) training for or participating in a *professional sport*; or
  - (c) active service in any armed force for any nation.
7. *war*, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Afghanistan, Chechnya, Iraq, Russia, Ukraine, North Korea or Somalia.
8. any *pre-existing condition*, provided that this exclusion will not apply:
  - (a) to any illness or disease which is a direct result of medical or surgical treatment rendered *medically necessary* by any *injury*; or
  - (b) where the *takeover provisions* have been met.
9. any elective cosmetic or plastic surgery, except to the extent that it is *medically necessary* as a result of *injury* or *sickness*, or for the cure or alleviation of *injury* to the *insured person*.
10. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste.

## Claims Procedures

### 1. In the event of a claim

In the event of a claim, *you* must:

- (a) tell us what happened. *You* can contact us on 132 687 or contact *your* intermediary, as soon as practicable;
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support *your* claim.

Where an *accident* causing *injury*, *sickness* or disability to an *insured person* occurs, the *insured person* should:

- (d) obtain and follow medical advice, including undertaking treatment, as prescribed from a *medical practitioner*; and
- (e) obtain a certificate from a *medical practitioner* confirming the nature and extent of the *injury*, *injury*, *sickness* or disability.

After *you* have made a claim under *your* policy, we have the sole right to act in *your* name and on *your* behalf to negotiate or settle any claim. If we do this, it will be at our expense.

*You* should provide us with all the help and information we need to pursue these claims, as not providing us with the information we request in (a) to (c) above, and/or not complying with the requirements of (d) and (e) above may delay the assessment of your claim, and/or prejudice the cover under this policy.



## 2. Reporting period

*You* should provide us with notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence, as delaying providing us with notice of such events may prejudice the cover under this policy.

## 3. After your claim is accepted

After we have paid a claim under *your* policy, either in total or in part, we have the right to take over any legal right of recovery which *you* have. If we do this, it will be for our benefit and at our expense (if *you* have been fully reimbursed). *You* must provide full cooperation.

## 4. Payments in respect of Goods and Services Tax

When we make a payment to *you* or on *your* behalf, under *your* policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to *you* or on *your* behalf, under *your* policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

## 5. Progress payments

If we have agreed that a claim is covered by *your* policy, we will make reasonable progress payments.

## General Terms and Conditions Applicable to All Sections

The following general terms and conditions apply to *your* policy:

### 1. Precautions

*You* must take all reasonable care to prevent or minimise loss, damage, *injury*, *sickness* or liability, including *your* compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

### 2. Medical examination or post mortem

We will be entitled at our expense to have any *insured person* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person* or their legal representative reasonable notice of the medical examination.

### 3. Automatic extension of cover

We will automatically extend the *insured person's* cover under this policy for three calendar months from the date of the *insured person's* original expected return to their *country of residence* if their return travel is delayed due to delay of transport which is out of the control of the *insured person* or due to the *insured person's* inability to travel due to an *injury* or *sickness* for which a claim is payable under this policy.

### 4. Cancellation

(a) *You* may cancel this policy at any time by notifying us in writing.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the day we receive *your* notice or such later date *you* request.

(b) We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to *you*.

- (c) (i) After cancellation by *you*, we will be entitled to retain:
- (1) the pro rata premium for the period during which the policy has been in force; and
  - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

*You* will not receive a refund if *you* have made a claim or *you* become entitled to make a claim under the policy, if it is greater than 65% of the premium.

#### **5. Fraudulent claims**

If *you* or any party covered by *your* policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

#### **6. Other insurance and contribution**

When *you* make a claim on *your* policy *you* must also supply us with details of all other insurance policies that may also pay or partially pay that claim.

#### **7. Alteration of risk**

*You* must tell us as soon as practicable if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury*, *sickness* or liability. Changes to be advised include, but are not limited to, an increase in the number of *insured persons*, a change to the *insured persons* activities from office based to field based, a change in *your* business activities or service offering. If we choose to accept this change, we will do so in writing, and *you* must pay us any additional premium that we may reasonably require.

#### **8. Notifications**

All notices and communications to us must be made or confirmed by *you* or *your* intermediary and sent to our office where *your* policy was issued.

#### **9. Proper law and jurisdiction**

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, the parties to the policy submit to the exclusive jurisdiction of the courts of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

#### **10. Subrogation**

*You* and all *insured persons* will at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against an *insured person*.

#### **11. Sanctions regulation**

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions, law or regulation.

**12. Currency**

All amounts under this policy are expressed and payable in Australian currency.

Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this policy is stated in a currency other than Australian dollars, payment under this policy will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

**13. Renewal**

This policy may be renewed with our consent provided *you* pay or agree to pay the required renewal premium.

**14. Plurals and Titles**

The submission, this policy, its *schedule* and any *endorsements* are one contract in which, unless the context otherwise requires:

- (a) headings are descriptive only, not an aid to interpretation;
- (b) singular includes the plural, and vice versa; and
- (c) the male includes the female and neuter.

# Section 1 – Zurich Assist – Emergency Assistance Service

## Cover

In the event of a medical or other emergency during the *period of insurance*, an *insured person* has access to Zurich Assist.

Zurich Assist is an emergency assistance service that can be accessed by an *insured person* any time without additional charge to the *insured person*, anywhere in the world by calling +61 2 8907 5671 (by reverse charge if required).

Zurich Assist has a worldwide team of skilled doctors, medical professionals and other emergency assistance consultants, available 24 hours a day, 7 days a week.

Zurich Assist can provide help to an *insured person* with services including:

- access to *medical practitioners* for emergency assistance and advice;
- their emergency medical evacuation as a direct result of their *injury* or *sickness*, including accompanying medical staff;
- arranging for *close family members* or accompanying travelling companions to travel to or remain with an *insured person* who has suffered an *injury* or *sickness*;
- repatriating an *insured person* to a more suitable hospital or back to the *insured person's country of residence* as a direct result of them suffering an *injury* or *sickness*;
- keeping *close family members* in Australia informed of the *insured person's* medical condition;
- payment guarantees to hospitals and insurance verification;
- second opinions on medical matters; and
- medical monitoring.

## Conditions

1. *You* and/or the *insured person* should not attempt to resolve problems encountered without first making reasonable attempts to advise Zurich Assist as this may prejudice reimbursement of expenses.
2. In the event of emergency assistance services being provided by Zurich Assist in good faith to any person who is either known or later found not to be an *insured person* under this policy, *you* shall reimburse us for all costs incurred.
3. We reserve our rights against any *insured person* who does not make reasonable attempt to make contact with any/or follow the instructions and directions of Zurich Assist and/or prejudices our rights.
4. In accepting the services of Zurich Assist, *you* and *insured person* acknowledge that the *insured person's medical practitioner* attending physician has the ultimate responsibility for the care and treatment of the *insured person*. Zurich Assist can only provide such assistance as the *insured person's medical practitioner* believes to be in the *insured person's* interest.

## Exclusions

In addition to the General Exclusions Applicable to All Sections on page 19, we will not be liable for any expenses:

1. recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance); or
2. incurred as a result of any medication for treatment of a condition the *insured person* had prior to the *effective date of cover*. This exclusion shall not apply if *takeover provisions* have been met.

# Section 2 – Medical and Additional Expenses

## Cover

We will pay the *medically necessary* expenses actually incurred by an *insured person* during the *period of insurance* for those medical and additional expenses described in the following Table of Benefits up to the maximum amounts shown under ‘Benefit amount’ in the Table of Benefits below.

## Table of Benefits

The maximum benefit amounts shown below are the maximum payable per *insured person* in any one *period of insurance* and all benefit amounts are limited by the *sum insured* stated in the *schedule* under Medical and Additional Expenses.

Expenses	Benefit amount
<b>Medical primary and Specialist outpatient care expenses</b>	
<i>public hospital expenses</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>private hospital expenses</i> (Please refer to the Exclusions relating to Private hospital expenses)	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>doctor’s and/or specialist charges</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>day care expenses</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>prosthesis</i>	100% of actual expenses up to the maximum amount listed in the Private Health Insurance (Prostheses) Rules 2007 for the <i>prosthesis</i> required.
<i>preventative medical expenses</i>	\$5,000

Amounts shown under Maternity expenses are the maximum payable per *insured person* for any one *period of insurance*.

*Insured persons* are only covered for *maternity expenses* if:

- (a) the pregnancy commences during the *period of insurance* and after their *effective date of cover* and no *waiting period* applies (or the *waiting period* has expired); or
- (b) the *takeover provisions* have been met.

Expenses	Benefit amount
<b>Maternity expenses</b>	
<i>maternity care and treatment routine expenses</i> provided in a <i>public hospital</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>maternity care and treatment routine expenses</i> provided in a <i>private hospital</i>	100% of actual expenses up to a maximum of \$10,000
<i>maternity care and treatment emergency expenses</i> provided in a <i>public hospital</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>maternity care and treatment emergency expenses</i> provided in a <i>private hospital</i>	100% of actual expenses up to a maximum of \$10,000
<i>newborn child expenses</i>	100% of actual expenses up to a maximum of \$10,000

### Dental expenses

Amounts shown in Dental expenses are the maximum payable per *insured person* for any one *period of insurance*.

Expenses	Benefit amount
<b>Dental expenses</b>	
<i>dental services (emergency)</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>dental expenses (general)</i>	85% of actual expenses up to \$1,500
<i>dental expenses (special)</i>	85% of actual expenses up to \$1,500

### Ancillary expenses

Amounts shown in *ancillary expenses* are the maximum payable per *insured person* for any one *period of insurance*.

Expenses	Benefit amount
<b>Ancillary expenses</b>	
acupuncture/naturopathy/hypnotherapy	100% of actual expenses up to \$1,000
chiropractic/osteopathy	\$100 per visit up to a maximum of \$1,000
dietetics	100% of actual expenses up to \$1,000
hearing aid(s)	100% of actual expenses up to \$1,000
<i>optical expenses</i>	100% of actual expenses up to \$600
physiotherapy	\$100 per visit up to a maximum of \$1,500
podiatry	100% of actual expenses up to \$1,000
<i>pharmaceutical charges</i>	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
prescribed medicines	100% of actual expenses up to \$2,200
remedial massage	100% of actual expenses up to \$500
speech therapy	100% of actual expenses up to \$500
home nursing expenses	100% of actual expenses up to a maximum of \$1,000 per week (limited to a maximum period of 4 weeks)

### Other expenses

Amounts shown in Other expenses are the maximum payable per *insured person* for any one *period of insurance*.

Expenses	Benefit amount
<b>Other expenses</b>	
rehabilitation expenses	100% of the actual costs up to \$10,000
emergency transport expenses	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
<i>psychiatry expenses:</i>	
Incurred as an inpatient	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
Incurred as an outpatient	100% of the actual costs up to \$2,500
<i>psychology expenses:</i>	
Incurred as an inpatient	100% of actual expenses up to the amount stated in the <i>schedule</i> under Section 2
Incurred as an outpatient	100% of the actual costs up to \$2,500



## Exclusions

In addition to the General Exclusions Applicable to All Sections on page 19, we will not pay any benefits:

### Relating to both Public hospital expenses and Private hospital expenses

We shall not pay benefits with respect to any expense, loss, damage, liability, *injury* or *sickness* which:

1. result from *pre-existing conditions* during the *insured person's waiting period*.
2. result from pregnancy during the *insured person's waiting period*.
3. result in charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like.
4. result from assisted reproductive treatments.
5. result from bone marrow or organ transplants.
6. result in any expenses or charges incurred after the *insured* or the *insured person* their representative/s refused to follow Zurich Assist's instructions and directions.
7. result in any expenses or charges incurred after the *insured person* travelled against the advice of a *medical practitioner, mental health practitioner* or *specialist*.

### Exclusions relating to Private hospital expenses only

We shall not pay any expense, loss, damage, liability, *injury* or *sickness* arising for *private hospital expenses* which:

1. result from any routine physical examinations not provided for in the policy.
2. arise due to a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
3. result from sexually transmitted disease, infertility, sterilisation, congenital deformities or abnormalities.

# Section 3 – Medical Repatriation and Emergency Evacuation Expenses

## Cover

We will pay the *medically necessary* expenses actually incurred by an *insured person* during the *period of insurance* for those medical repatriation and emergency evacuation expenses described in the following Table of Benefits up to the maximum amounts shown under 'Benefit amount' in the Table of Benefits below, provided that prior to the expenses being incurred:

1. reasonable attempt is made to contact Zurich Assist and follow any instructions or directions they may provide; and
2. a confirmation is provided by the attending *medical practitioner* or *mental health practitioner* stating that the *insured person* is suffering an *injury* or *sickness* and it is *medically necessary* that the *insured person* obtains specialist treatment, surgery or post-operative attention that is unobtainable in the *country of domicile*.

## Table of Benefits

The maximum benefit amounts shown below are the maximum payable per *insured person* in any one *period of insurance* and all benefit amounts are limited by the *sum insured* stated in the *schedule* under Medical Repatriation and Emergency Evacuation Expenses.

Expenses	Benefit amount
<b>Medical repatriation expenses</b>	
(a) <i>medically necessary</i> charges for transporting the <i>insured person</i> by road to the recommended <i>hospital</i> where the <i>insured person</i> is to be confined for specialist treatment, surgery or post-operative attention of an <i>injury</i> or <i>sickness</i>	actual expenses up to 100% of the <i>sum insured</i> stated in the <i>schedule</i> under Medical Repatriation and Emergency Evacuation Expenses
(b) charges for return airfare (economy where possible) in transporting the <i>insured person</i> , within 12 months of their repatriation, back to their <i>country of domicile</i> for the <i>medically necessary</i> treatment of an <i>injury</i> or <i>sickness</i>	actual expenses up to 100% of the <i>sum insured</i> stated in the <i>schedule</i> under Medical Repatriation and Emergency Evacuation Expenses
(c) charges for airfare (economy where possible) for one adult to accompany any <i>insured person</i> who is under 16 years of age and being repatriated back to their <i>country of domicile</i> for the <i>medically necessary</i> treatment of an <i>injury</i> or <i>sickness</i>	actual expenses up to 100% of the <i>sum insured</i> stated in the <i>schedule</i> under Medical Repatriation and Emergency Evacuation Expenses
(d) charges for airfare (economy where possible) for one adult to accompany an <i>insured person</i> being repatriated back to their <i>country of domicile</i> for the <i>medically necessary</i> treatment of an <i>injury</i> or <i>sickness</i> , where it is recommended that the <i>insured person</i> not travel alone, and the need for an escort to travel with the <i>insured person</i> is certified as <i>medically necessary</i> by the attending <i>medical practitioner</i> and Zurich Assist	actual expenses up to 100% of the <i>sum insured</i> stated in the <i>schedule</i> under Medical Repatriation and Emergency Evacuation Expenses
(e) charges for pre-hospitalisation and post-hospitalisation accommodation expenses where certified by the attending <i>medical practitioner</i> and Zurich Assist as being <i>medically necessary</i> for the purpose of waiting for medical test(s) or examination results	actual expenses up to \$250 a day for a maximum period of 20 continuous days

Expenses	Benefit amount
(f) charges incurred by the accompany person referred to in (c) or (d) above, for hotel and accommodation expenses during the period of <i>hospital</i> confinement of the <i>insured person</i> including any period for pre-hospitalisation and post-hospitalisation of the <i>insured person</i> referred to in (e) above	actual expenses up to \$250 a day for a maximum period of 20 continuous days
(g) non-recoverable charges incurred by the <i>insured person</i> for hotel accommodation where they are required by airline schedules to stay overnight en-route to <i>hospital</i>	actual expenses up to \$250 a day for a maximum period of 20 continuous days

#### Emergency evacuation expenses

(a) <i>medically necessary</i> expenses incurred for the use of an ambulance, air ambulance, charter of an aircraft or other available means of transport to evacuate an <i>insured person</i> who requires urgent surgery or urgent specialised treatment to the nearest recommended hospital	actual expenses up to 100% of the <i>sum insured</i> stated in the <i>schedule</i> under Medical and Additional Expenses Emergency Evacuation Expenses
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#### Conditions

1. *You* and/or the *insured person* should not attempt to resolve problems encountered without first making reasonable attempts to advise Zurich Assist as this may prejudice reimbursement of expenses.
2. In the event of emergency assistance services being provided by Zurich Assist in good faith to any person who is either known or later found not to be an *insured person* under this policy, *you* shall reimburse us for all costs incurred.

#### Exclusions

In addition to the General Exclusions Applicable to All Sections on page 19, we will not be liable for any claims arising directly out of:

1. any expenses or charges incurred after an *insured person* has been advised by a *medical practitioner, mental health practitioner* or *specialist* against travelling;
2. treatment or services which are covered by Medicare or a private health insurer, or by compensation under any Workers' Compensation Act or Transport Accident laws or by any government sponsored fund, plan, or medical benefit scheme of any country, or any other insurance policy required to be effected by or under a law of any country;
3. charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like;
4. infertility, sterilisation or other assisted reproduction treatment;
5. congenital defects not otherwise insured under 'Maternity expenses' under the Table of Benefits or where *takeover provisions* have been met; or
6. any expenses or charges incurred after *you* or the *insured person*, or any of *your* or the *insured person's* representatives refuse to follow the instructions and directions of us or Zurich Assist.

# Section 4 – Personal Accident and Sickness

## Cover

### 1. Personal Accident

If whilst the person is an *insured person*, the *insured person* suffers an *injury* during the *period of insurance*, and, within 12 months of such *injury* the *insured person* suffers an event described in Part A and B of the Table of Events, we will pay the corresponding benefit for that event as set out in the Table of Events, provided that an amount is specified in the *schedule* for that Part.

### 2. Sickness

When Part C of Personal Accident and Sickness is specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where:

- (a) the *sickness* first *manifests* during the *period of insurance* and whilst the person is an *insured person*; and
- (b) the *sickness* results in *temporary total disablement* or *temporary partial disablement* which occurs within 12 months of the date of *manifestation* of the *sickness*.

## Limit of Liability

Our total liability for all claims arising under Section 4 – Personal Accident and Sickness, which arise out of any one event or series of related events, will not exceed the amount specified in the *schedule*.

## Table of Benefits

### Part A – Accidental Death and Capital Benefits

Cover under this section applies only if Part A is specified in the *schedule*.

For items 1 to 19: the benefit payable is an amount calculated by applying the benefit percentage to the sum insured shown in the schedule against Section 4 – Personal Accident and Sickness, Part A – Accidental Death and Capital Benefits.

### Injury Type

Benefit	Percentage
1. <i>Accidental Death</i> .....	100%
2. <i>Permanent Total Disablement</i> .....	100%
3. <i>Permanent</i> paraplegia, quadriplegia or incurable paralysis of all <i>limbs</i> .....	100%
4. <i>Permanent</i> and total loss of sight in one or both eyes.....	100%
5. <i>Permanent</i> and total loss of use of one or both <i>limbs</i> .....	100%
6. <i>Permanent</i> and incurable insanity .....	100%
7. <i>Permanent</i> total loss of hearing:	
(a) in both ears .....	100%
(b) in one ear.....	30%
8. <i>Permanent</i> and total loss of the lens of:	
(a) both eyes.....	80%
(b) one eye .....	60%
9. <i>Permanent</i> and total loss of use of four fingers and the thumb of either hand .....	75%
10. <i>Permanent</i> disfigurement from third degree burns to:	
(a) 20% of the surface area of the head and neck .....	60%
(b) 40% of the surface area of the remainder of the body.....	40%

11. <i>Permanent</i> and total loss of use of four fingers of either hand .....	50%
12. <i>Permanent</i> and total loss of use of one thumb (both joints).....	30%
13. <i>Permanent</i> and total loss of use of one thumb (one joint).....	15%
14. <i>Permanent</i> and total loss of use of one finger:	
(a) all three joints.....	15%
(b) two joints.....	10%
(c) one joint.....	5%
15. <i>Permanent</i> and total loss of use of all toes of either foot.....	15%
16. <i>Permanent</i> and total loss of use of toes (per toe):	
(a) both joints of the great toe.....	5%
(b) one joint of the great toe .....	3%
(c) all joints of any toe other than the great toe .....	1%
17. Fractured leg or patella with established non-union.....	10%
18. Shortening of the leg by at least 5cm .....	75%
19. <i>Permanent</i> disablement not otherwise provided for above through Injury Types 2–18 inclusive	

Such percentage of the Capital Benefit Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by no less than three *medical practitioners*, one of whom will be the *insured person's* treating *medical practitioner*, one of whom will be appointed by us and the remaining *medical practitioner* will independent and appointed by mutual agreement between the parties. In the event of a disagreement the percentage payable will be the average of the three opinions. The maximum amount we will pay is 75% of the Capital Benefit Sum Insured.

### Part B – Weekly Injury Benefits

Cover under this section applies only if Part B is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

#### 20. *Temporary Total Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part B – Weekly Injury, but not exceeding the percentage of *salary* shown in the *schedule* of the *insured person*.

#### 21. *Temporary Partial Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part B – Weekly Injury less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the percentage of *salary* shown in the *schedule* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

### Part C – Weekly Sickness Benefits

Cover under this section applies only if Part C is specified in the *schedule*. For the two items below, the benefit payable is calculated as described below.

#### 22. *Temporary Total Disablement* as a result of *sickness*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part C – Weekly Sickness, but not exceeding the percentage of *salary* shown in the *schedule* of the *insured person*.

23. *Temporary Partial Disablement as a result of sickness*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the weekly benefit amount shown in the *schedule* against Part C – Weekly Sickness less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the percentage of *salary* shown in the *schedule* of the *insured person*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

## Extensions of Cover

### 1. Exposure

If an *insured person* is exposed to the elements as a result of an *accident* during their *period of insurance* and whilst an *insured person* under this policy and within 12 months of the *accident* suffers:

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure, the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

### 2. Disappearance

If an *insured person* disappears in any manner whatsoever during their *period of insurance* and whilst an *insured person* under this policy and their body has not been found within 12 months after the date of that disappearance, they will for the purpose of this policy be deemed to have died as a result of an *injury* at the time of their disappearance.

Where the Accidental Death benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us:

- (a) a signed undertaking that these amounts will be repaid to us, if it is later found that the *insured person* did not die or did not die as a result of an *injury*; and
- (b) where the cause of the *insured person's* disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent, has or can be issued within 12 months of the disappearance; or
- (c) where a death certificate is not able to be provided, a report from the police or coroner that the *insured person* is missing and presumed dead.

#### Conditions applicable to Disappearance cover

Where the cause of the *insured person's* disappearance is unknown, the disappearance must be reported;

- (i) to the local police and a report obtained; and
- (ii) where the disappearance occurs outside the *insured person's country of residence*, to the applicable embassy, consulate or other representative of the *country of residence* and a report obtained.

### 3. Escalation of claim benefit

After payment of a benefit for *temporary total disablement* or *temporary partial disablement* continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of:

- (a) 5%; or
- (b) the average percentage increase of the Australian Consumer Price Index (weighted average of eight capital cities) (CPI) for the prior four quarters as published by the Australian Bureau of Statistics.



#### 4. Guaranteed payment

If an *insured person* sustains an *injury* or suffers a *sickness* for which *temporary total disablement* benefits are payable, we will immediately pay 12 weeks benefits provided that proper medical evidence is provided from a *medical practitioner* certifying that the total period of *temporary total disablement* will be a minimum of 26 continuous weeks.

#### 5. Tuition expenses

Where we pay *temporary total disablement* or *temporary partial disablement* benefits, we will also reimburse expenses incurred for tuition or advice for the *insured person* from a licensed vocational school, provided such tuition or advice is undertaken with our prior agreement and the agreement of the *insured person's medical practitioner*. However, we will not cover expenses that can be covered by Medicare or a private health insurer.

Payments under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months in total.

### Conditions

1. We will not pay for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time whether relating to the same *injury* or *sickness* or not.
2. The amount of any benefit payable for *temporary total disablement* or *temporary partial disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement together with any benefits payable under this policy shall not exceed the percentage of salary stated in the schedule multiplied by the lesser of:
  - (a) the *sum insured* stated in the *schedule*; or
  - (b) the *insured person's salary*.

For example, if:

- (i) the applicable percentage is 85%; and
  - (ii) the *sum insured* stated in the *schedule* is \$2,000, and the maximum benefit period is 104 weeks against Part B – Weekly Injury Benefits; and
  - (iii) an *insured person's salary* is \$1,500; and
  - (iv) the *insured person* is entitled to benefits of (say) \$500 per week under a compensation scheme above,
- then that *insured person's* maximum benefit will be limited to 85% of \$1,500 = \$1,275 less \$500 = \$775 for such period that the *temporary total disablement* and entitlement to payment under the compensation continue.

If the *insured person* surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or part), the total amount of benefits under this policy will be reduced by the amount of payment to which the *insured person* would have been entitled or had right to claim.

3. Where in relation to a benefit payable under Injury Type 2, 19, 20, 21, 22 and/or 23 under the Table of Benefits we disagree with the opinion given by *your* or the *insured person's medical practitioner* or *mental health practitioner*, we reserve the right to, at our expense have the *insured person* for whom the claim for benefits is based examined by a *medical practitioner* or *mental health practitioner* of our choosing. If the *medical practitioner* or *mental health practitioner* of our choosing provide an opinion which is contrary to that of *your* or the *insured person's medical practitioner* or *mental health practitioner*, the opinion of an independent *medical practitioner* or *mental health practitioner* chosen by mutual consent will be sought. The opinion of the independent *medical practitioner* or *mental health practitioner* will be the basis for determining the extent of *permanent total disablement*, *temporary total disablement* or *temporary partial disablement*.

4. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this policy is in force, the *insured person* suffers a recurrence of *temporary total disablement* or *temporary partial disablement* from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* will be applied.

Where an *injury* requires surgical treatment which cannot be performed within 12 months from the date of that *injury*, provided the *insured person* can demonstrate that such treatment was known as necessary during that 12 month period and a *medical practitioner* certifies this, we will treat this 12 month period as a continuation of the first *injury* regardless of whether the *insured person* has been able to return to work for 6 months, provided surgery does not occur in a period in excess of 24 months from the original date of *injury*. Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the *schedule*.

5. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under Extension of Cover 4. 'Guaranteed Payment' above, will be payable monthly in arrears.
6. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the *weekly benefit* for each day during which disablement continues.
7. All benefits under this policy will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.
8. The *insured person* must as soon as reasonably practical after the happening of an *injury* giving rise to a claim under this policy, obtain and follow the proper medical advice from a *medical practitioner or mental health practitioner*, and where applicable make every practicable effort to adhere to the recommendations detailed in their *rehabilitation plan*.
9. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2 or 3 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.
10. All benefits payable in respect of *temporary total disablement* and *temporary partial disablement* shall cease upon the earliest happening of the following:
  - (a) the *insured person* returning to normal work or duties or being cleared by a *medical practitioner or mental health practitioner* to return to normal work duties whether such work is available with *you* or not;
  - (b) the *insured person* retiring, accepting early retirement or voluntary redundancy;
  - (c) the *insured person* unreasonably failing to attend and/or make every practical effort to adhere to the recommendations detailed in their *rehabilitation plan* or health advice of their *medical practitioner or mental health practitioner*; or
  - (d) the death of the *insured person*.
11. In the event the *insured person* is medically certified as fit for suitable work or duties, but fails to engage in the hours the *insured person* is medically certified as fit to perform in the return to work program or rehabilitation program, benefits payable in respect of *temporary total disablement* and *temporary partial disablement* will be reduced by the hourly gross pre disability earnings rate the *insured person* would have been paid had they actually engaged in the duties for the hours they were medically certified as fit to do so. All benefits will cease upon the earliest happening of the following:
  - (a) the *insured person* is medically certified either by *your* treating *medical practitioner or mental health practitioner* or an independent *medical practitioner* appointed to examine the *insured person* by us, as fully fit to resume work in their *usual occupation*; or
  - (b) the *insured person* commences any employment with a different employer.

12. If two or more Injury Types under Part A in the Table of Benefits occur as a result of the same *accident*, the total amount payable shall not exceed 100% of the *sum insured* for that part. Provided that the Maximum benefit payable, shall not exceed the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefit.
13. The benefits payable under Part B and C of this Policy shall be subject to the following:
  - (a) the *excess period* stated in the *schedule* against Part B – Weekly Injury Benefits and/or Part C Weekly Sickness Benefits which will be calculated from the commencement of the *temporary total disablement* or *temporary partial disablement*; and
  - (b) the total aggregate benefit period as shown in the *schedule* or 156 weeks (whichever is the lesser) in respect of *temporary total disablement* or *temporary partial disablement* arising from any one *injury* or *sickness*; and
  - (c) the maximum amount payable shall be equal to the percentage of *salary* shown in the *schedule* multiplied by the *insured person's salary*, or the *sum insured* stated in the *schedule*, whichever is the lesser.
14. The benefit payable under Part A – Accidental Death and Capital Benefits in respect of an *insured person* under 18 years of age, unless otherwise agreed by us, will be limited to a maximum of:
  - (a) \$25,000 for Injury Type 1 (Accidental Death) under the Table of Benefits; or
  - (b) \$250,000 for Injury Type 2 – 19 under the Table of Benefits,or the amount stated in the *schedule*, whichever is the lesser.
15. In respect of an *insured person* aged between 70 and under 75 years, the total aggregate period in respect of any *temporary total disablement* or *temporary partial disablement* arising from an *injury* or *sickness* shall be 52 weeks. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 75 years, unless otherwise stated in the *schedule*.
16. In respect of an *insured person* aged between 75 and under 85 years, no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 85 years, unless otherwise stated in the *schedule*.
17. In respect of an *insured person* aged between 85 years and under 90 years:
  - (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will, unless otherwise agreed by us, be limited to a maximum of \$250,000 or the amount stated in the *schedule* against Part A – Accidental Death and Capital Benefits, whichever is the lesser; and
  - (b) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
18. In respect of an *insured person* aged 90 years or over:
  - (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will, unless otherwise agreed by us, be limited to a maximum of \$25,000 or the amount stated in the *schedule* against Part A – Accidental Death and Capital Benefits, whichever is the lesser; and
  - (b) no benefit shall be payable for Injury Type 2 (Permanent Total Disablement) under the Table of Benefits; and
  - (c) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
19. In the event that the Capital Benefit Sum Insured as shown in the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown in the *schedule* against their respective category of *insured person* or such reduced amount as stated in conditions 14, 17 (a) or 18 (a) above.
20. Should an *insured person* be entitled to receive a benefit or make a claim under both this policy and any other Accident and Health policy issued by us in respect of the same loss, cover shall be limited to whichever policy provides the higher benefit only.

# Section 5 – Personal Liability

## Cover

If, during the *period of insurance*, an *insured person* becomes legally liable to pay damages in respect of either:

1. bodily injury to any person; or
2. loss of or damage to property,

and such injury or damage is accidental, we will indemnify the *insured person* up to the amount shown in the *schedule* against Section 5 – Personal Liability:

- (a) against such damages; and
- (b) any legal costs and expenses which are recoverable by a claimant from the *insured person* and/or incurred with our consent in the investigation or defence of any claim.

## Conditions

1. No admission, offer, promise, payment or indemnity will be made without our consent (which will not be unreasonably withheld or delayed) which can be applied for by calling Zurich Assist (+61 2 8907 5671).
2. We will be entitled to take over and conduct in the *insured person's* name the defence or settlement of any claim and we will have full discretion in the handling of any proceedings.
3. We may at any time pay to the *insured person*, in connection with any claim or series of claims arising from the one original cause, the amount shown in the *schedule* against Section 5 – Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, we will be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## Exclusions

In addition to the General Exclusions Applicable to All Sections on page 19, we will not be liable in respect of:

1. injury to any person arising in the course of their employment, contract of service, apprenticeship, voluntary work, work experience or consultancy with *you*;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of *you*, an *insured person* or any of *your employees*;
3. injury, loss or damage caused by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an *insured person* is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an *employee* or agent of *you* or an *insured person*;
4. If our prior written consent or approval is required for certain costs or expenses to be covered under this Section 5 – Personal Liability, and the *insured* or *insured person* has not first made contact with us and obtained our approval prior to incurring these costs or expenses (where reasonably practicable to do so), we may be entitled to reduce our liability under this Section 5 – Personal Liability to the extent that our rights have been prejudiced, which could result in us declining to cover some or all of the expenses that have been incurred;
4. injury, loss or damage to property caused by or arising from:
  - (a) the nature of products sold by *you* or an *insured person*;
  - (b) advice furnished by *you* or by an *insured person*; or
  - (c) the conduct of *your* business, trade or profession;
5. any liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any wilful, malicious or unlawful act or failure to act, provided that this does not apply to any *insured person* who is not the perpetrator of any such wilful, malicious or unlawful act or who did not know of or condone any such act.

# Additional Benefits

## 1. Court attendance benefit

In the event a court requires an *insured person* to attend court in connection with an event that has resulted in a valid claim under Section 5 – Personal Liability while in the *country of domicile*, we will pay that *insured person* \$100 per day for each day they attend court in relation to that event, up to a maximum of \$1,000 per *insured person*.

## 2. Emergency return home

In the event of the unexpected death of the *insured person's spouse* or *partner* or *dependent children* or in the event any of them become *very seriously ill*, necessitating the *insured person* returning to their *country of residence*, we will pay all reasonable travel and accommodation expenses incurred in returning the *insured person* to their *country of residence* up to a maximum of \$5,000. *You* and/or the *insured person* should not attempt to make travel or accommodation arrangements without first making reasonable attempts to contact Zurich Assist, as this may prejudice reimbursement of expenses.

## 3. Home Leave

In the event that an *insured person* is on *home leave*, we will subject to the policy terms and conditions pay the benefits afforded under Section 2 – Medical and Additional Expenses of this policy, up to a maximum amount of \$50,000 or any remaining benefit amount balance applicable to the *insured person*, whichever is the lesser, provided always that:

- (a) the payment of such expenses being permissible by the laws applicable in the respective country; and
- (b) *your home leave* does not exceed 30 consecutive days any one stay and 60 days in aggregate any one *period of insurance*.

## 4. Personnel Replacement

In the event that an *insured person* (excluding a *spouse* or *partner*, or *dependent children*), is repatriated or is otherwise likely to be confined to a *hospital* for a period greater than 30 days as a result of an *injury* or *sickness*, we will pay all reasonable travel and accommodation expenses incurred by *you* for sending a qualified replacement employee to complete any urgent unfinished business commitments of the *insured person*.

## 5. Repatriation of Mortal Remains

If, during the *period of insurance*, an *insured person* dies, we will pay expenses incurred up to a maximum of \$20,000 for the cost of:

- (a) returning their mortal remains to their *country of residence*; or
- (b) funeral and related expenses if the *insured person* is buried or cremated at the place of death.

## 6. Trauma Counselling Benefit

If during the *period of insurance* and whilst an *insured person* suffers psychological trauma as a result of being a victim of, or an eyewitness (other than by television, social media, newspaper or other media) to an *insured person* suffers psychological trauma as a result of being a victim of, or an eyewitness to:

- (a) a *violent criminal act* or *act of terrorism*;
- (b) a natural disaster or serious accident; and/or
- (c) becomes entitled to a benefit under Section 4 – Personal Accident and Sickness Parts A to C of this policy.

We will pay the costs for the *insured person* to receive trauma counselling provided that:

- (i) a *medical practitioner* certifies that the treatment is *medically necessary* for the *insured person's* wellbeing; and
- (ii) the trauma counselling is provided by a *mental health practitioner* who is not an *insured person*, a *close family member* of an *insured person*, or *employee of yours*.

The maximum we will pay is \$10,000, in addition to any entitlement for *psychology and psychiatry expenses* benefits specified under Medical and Additional Expenses.

## 7. Identity Theft

If, during the *period of insurance* and while in the *country of domicile* an *insured person* is the victim of *identity theft*, we will indemnify the *insured person* for reasonable legal expenses incurred with our prior consent to a maximum amount of \$10,000:

- (a) to arrange for the termination or reinstatement of any disputed accounts or credit facilities;
- (b) to re-apply for loans, grants or credit or debit instruments that are rejected solely because the lender received incorrect information as the result of *identity theft*;
- (c) to notarise affidavits or other similar *documents* or amend or rectify records relating to the *insured person's* true name or identity as the result of *identity theft*;
- (d) to defend any suit or proceedings brought against the *insured person* by a creditor, collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of *identity theft*; and
- (e) to remove any civil judgment wrongfully entered against the *insured person* as a result of *identity theft*.

### Exclusions

We are not liable under this Additional Benefit for any expenses in respect of:

- 1. any item which has been purchased by fraudulent use of the *insured person's* identity;
- 2. any loss arising from any business pursuits or the theft of a commercial identity;
- 3. any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the *insured person's* identity, where civil or criminal action is, or has been, taken against the *insured person*;
- 4. authorised charges that the *insured person* has disputed based on the quality of goods or services;
- 5. theft of the *insured person's* identity by a *close family member* who lives with the *insured person* at the *insured person's* home address;
- 6. the amount of any claim which exceeds \$10,000;
- 7. authorised account transactions or trades that the *insured person* has disputed, or is disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
- 8. any incident of *identity theft* that does not occur within 12 months from the date the *insured person's documents* were stolen; or
- 9. an incident of *identity theft* for which the *insured person* has not lodged a report with the police or relevant authority.

**Zurich Australian Insurance Limited**

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