

Lloyd's Insurance

Effected through

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by

THE ASSURED IS REQUESTED TO **READ THIS INSURANCE** AND, IF IT IS INCORRECT, RETURN IT IMMEDIATELY **TO YOUR BROKER** FOR ALTERATION.

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING IN LINE ONE OF THE SCHEDULE SHOULD BE QUOTED.

THE SCHEDULE

Policy/Certificate No):
The name of the Ins	ured:
The address of the l	nsured:
The business of the	Insured:
Insured Persons:	All nominated Expatriate Employees whilst engaged on the business of the Insured anywhere in the world, other than in Australia.
The Period of Insura	ance is:

The Period of Insurance is:

TBA at 16.00 hrs Local Standard Time From:

To: TBA at 16:00 hrs Local Standard Time

both days inclusive and for such further period or periods as may be mutually

agreed upon. Local Standard Time at the address of the Insured.

Scope of Cover:

24 hour cover for insured persons against accidental death, permanent disablement, temporary total disablement and medical expenses and medical and emergency evacuation expenses occurring during the **period of insurance** whilst on expatriate or inpatriate assignment on behalf of the **insured**.

The Geographical Limits of this Insurance:

Worldwide

Law and Jurisdiction

This policy shall be governed and construed in accordance with the laws of any competent Court in the Commonwealth of Australia. Any dispute under this policy shall be resolved in accordance with the laws of Commonwealth of Australia.

Aggregate Limits of Liability:

Section 1 – Personal Accident

Part A Accidental Death and Capital Benefits

Part B Weekly Benefits – Injury
Part C Weekly Benefits – Sickness

Part D Injury Resulting in Fractured Bones

Part E Injury Resulting in Loss of Teeth or Dental Procedures

Maximum per **insured person** any one **period of insurance** USD 1,000,000

Section 2 – Medical Expenses

Maximum per **insured person** any one **period of insurance** USD 1,000,000

Section 3 – Medical and Emergency Evacuation

Maximum any one event USD 500,000

Maximum any one **event** any one **period of insurance** USD 10,000,000

Excess Period - Section 1:

The excess period for temporary total disablement and temporary partial disablement shall be 7 days each and every claim.

Excess – Section 2 & 3:

Excess of USD 50 shall apply for each and every loss in respect of **medical expenses** and evacuation expenses.

Deposit Premium:

Dated in London:

EXPATRIATE MEDICAL INSURANCE – SCHEDULE OF BENEFITS

SECTION 1 - PERSONAL ACCIDENT AND SICKNESS

Part A – Death and Capital Benefits – Lump Sum Benefits

(Employee only) 4 x salary to maximum AUD 200,000

Part B – Weekly Benefits – Injury (Employee only) 75% of salary up to

AUD 2,000 per week Payable for 104 weeks

Part C – Weekly Benefits – Sickness (Employee only) 75% of salary up to

AUD 2,000 per week Payable for 104 weeks

Deferral Period (Waiting Period) 7 days

Part D – Injury Resulting In Fractured Bones

Lump Sum Benefits AUD 500

Part F – Injury Resulting In Loss Of Teeth Or Dental

Procedures – Benefits Nil

SECTION 2 – MEDICAL AND ADDITIONAL EXPENSES

Maximum Sum Insured Per Insured Person any one Period of Insurance AUD 1,000,000

Medical Primary Care and

Specialist Outpatient Care 100% to maximum Sum Insured

Maternity Care Expenses:

Routine Pre- And Post-Natal Charges AUD 10,000

Emergency And/Or Complicated Delivery

Charges (In Addition To Above) AUD 10,000

Routine New Born Child Expenses For

The Child From Birth To Six (6) Months AUD 10,000

Dental Expenses (General) 85% to a maximum

of AUD 1,200

Dental Expenses (Specific) 85% to a maximum

of AUD 1,200

ANCILLARY EXPENSES: Limits as per Policy Wording

OTHER EXPENSES:

Rehabilitation and Occupational

Therapy Expenses 100% to a maximum of AUD 10,000

Psychology and Psychiatry Expenses 100% to a maximum of AUD 2,500

HOME NURSING EXPENSES:

Home Nursing Expenses Following AUD 750 per week to a maximum of

An Injury Or Sickness four (4) weeks

SECTION 3 - MEDICAL AND EMERGENCY EVACUATION

PLUS ADDITIONAL BENEFITS AS STATED

IN POLICY WORDING AUD 250,000

PERSONAL ACCIDENT AND SICKNESS, EXPATRIATE MEDICAL and MEDICAL AND EMERGENCY EVACUATION EXPENSES

YOUR DUTY OF DISCLOSURE

Before **you** enter into a contract of general insurance with an **us**, **you** have a duty, under the Insurance Contracts Act 1984, to disclose to **us** every matter that **you** know, or could reasonably be expected to know, is relevant to **our** decision whether to accept the risk of the insurance and, if so, on what terms.

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

Your duty however does not require disclosure of matter:

- that diminishes the risk to be undertaken by **us**;
- that is of common knowledge:
- that **we** know or, in the ordinary course of his business, ought to know;
- as to which compliance with **your** duty is waived by **us**.

Non disclosure

If **you** fail to comply with **your** duty of disclosure, **we** may be entitled to reduce **our** liability under the contract in respect of a claim or may cancel the contract.

If **your** non-disclosure is fraudulent, **we** may also have the option of avoiding the contract from its beginning.

IMPORTANT INFORMATION

All cover under this **policy** is subject to:

- 1. The Payment of premium;
- 2. The terms and conditions contained in this **policy** and in the **schedule**:
- 3. The limits of liability referred to in the **policy**.

This **policy** consists of several Sections. An **insured person** is covered for insurance under those sections selected by **you** as indicated in the **schedule**.

We hereby agree to insure such person or persons as **you** shall nominate from time to time on the terms and conditions and subject to the exclusions set out in this **policy**.

There is a maximum amount payable under each Section of this **policy** with respect to each **insured person**, and with respect to all claims payable under this **policy** during each **period of insurance**. The limits of the Sum Insured under each Section are stated in the **schedule**.

If you are not entirely satisfied with this **policy you** may cancel it by returning it to **us** within twenty-one (21) days of the date of receipt. **We** will refund **your** premium and the **policy** will be treated as though it never existed.

IMPORTANT DEFINITIONS

Words in bold print in this **policy** have a special meaning as defined in the Important Definitions section of this **policy**.

Accidental Death means death occurring as a result of an injury.

Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **period of insurance**.

Accompanying means travelling with or travelling separately from but with the intention to meet or continue travelling with another **insured person** who is on **insured travel**.

Ancillary Expenses means the reasonable and necessarily incurred charges for Ancillary Expenses such as physiotherapy, chiropractic, acupuncture, podiatry, dietetics and the like.

Annual Aggregate Excess (or Annual Aggregate Deductible) means the amount **we** will not pay in any one (1) **period of insurance** per single, couple or family.

Arrangement Date is the date cover was arranged by **us**.

Country of Domicile means the country where the insured person(s) is/are residing on foreign assignment.

Country of Residence means the country in which an **insured person** is naturalised or has permanent residency (residing for a period of no less than six (6) months) at the **effective date of coverage** and each subsequent **period of insurance**.

Day Care means 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 twenty-four (24) hours, and
- (b) is provided by a **specialist** or under the direct supervision of a **specialist**.

Dental Expenses (General) means 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) means 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 means a person legally qualified and registered to practice dentistry who is not an **insured person** or a relative of an **insured person**.

Dependent Child(ren) means an **insured person's** and their **spouse/partner's** unmarried dependent child(ren) (including step or legally adopted children) as long as they are over the age of six (6) months and under nineteen (19) years of age or under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon **you** for maintenance and support.

Directors has the meaning given to it in the Corporations Act 2001 (Cth).

Doctor means a person legally qualified and registered to practice medicine and surgery who is not an **insured person** or a relative of an **insured person**.

Effective Date of Coverage means the date advised to **us** that cover commenced for an **insured person** under this **policy**.

Emergency Assistance Company means the emergency assistance company specified in this **policy**.

Excess means the first amount of a claim as stated in the **schedule** arising under Section 3 of this **policy**, expressed as a monetary amount, which the **insured** must bear.

Excess Period means the period of time as stated in the schedule following an **event** giving rise to a claim for which benefits are not payable.

Event(s) means the Event(s) described in the Table of Events set out in Section 1 of this **policy**.

Family means the insured person's spouse/partner and any unmarried dependant children.

Home Leave means leave where the **insured person(s)** returns to their **country of residence** for a period not exceeding sixty (60) days.

Home Nursing Expenses means charges incurred for the treatment of an **injury** or **sickness** by a person registered as a nurse and who is not an **insured person** or a relative of an **insured person**.

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

- (a) has organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- (b) provides twenty-four (24) hours a day nursing services by registered nurses;
- (c) is under the supervision of a **Doctor**; and
- (d) is not primarily a clinic, a place for custodial care, a place for the treatment of alcoholics or drug addicts, a nursing, rest or convalescence home or home for the aged or similar establishment.

Hospital Expenses means charges for a **hospital** room and board, including **Doctor's** charges for any anaesthesia and its administration, use of operating theatre, medicines, dressings, splints, plaster casts, rental of wheelchair or other prosthetic devices and/or miscellaneous **hospital** equipment during the confinement period, and other miscellaneous **hospital** charges for services necessarily and regularly given by a **hospital** for treatment of that **injury** or **sickness**.

Injury means a bodily injury resulting from an **accident** and which is not an **sickness** and which:

- (a) is caused by violent external and visible means; and
- (b) occurs during the **period of insurance**; and
- (c) results solely and independently of any other causes, including any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any injury); and
- (d) results within twelve (12) months of the accident; and
- (e) results solely and independently of any causes (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any injury); and

(f) may include a bodily injury caused by **you** being directly and unavoidably exposed to the elements as a result of an **accident**.

Insured means the Insured company and/or individual who is noted on the **schedule**.

Insured Person(s) means any person nominated by **you** for insurance under this **policy** and who is named and described in the **schedule** and includes the nominated **spouse/partner** and/or **dependent children** residing with the **insured person** in the **country of domicile** where insurance for the **spouse/partner** and/or **dependent child(ren)** has been purchased.

Insured Travel means travel being carried out as described in the **schedule** under Scope of Cover and the business of the **insured** as noted in the **schedule**.

Loss of Use means loss of, by physical severance, or total and permanent loss of the effective use of the part of the body referred to in the Table of Benefits.

Maternity Care/Treatment means charges for pre-natal, childbirth and post-natal treatment (up to six (6) months after the birth of the child) for the care of the mother provided that the **insured person's** pregnancy commenced during the **period of insurance** and after their **effective date of coverage**.

Medical Expenses means expenses incurred and paid to a legally qualified medical practitioner, nurse, **hospital** or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire as per the Table of Benefits of this **policy**.

We will only pay for medical expenses which are incurred during the period of insurance.

Medical Primary and Specialist Outpatient Care means all treatment of an **injury** or **sickness** that is provided by a **Doctor** or **specialist**, which is not more specifically defined within this **policy**.

New Born Child Expenses means charges for the routine care of a new born child from birth up to six (6) months of age at which time the new born child becomes a **dependent child**.

Nuclear, Chemical or Biological Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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), committed for political, religious, ideological 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.

Optical Expenses means charges for spectacles and/or contact lenses as prescribed by the treating **Doctor** or **specialist**.

Period of Insurance means the period shown in the **schedule**.

Permanent as used with respect to disablement, means disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

Policy means this **policy wording** and the **schedule**.

Policy Wording means this document.

Prescribed Medicines means medicines which have been prescribed by a **Doctor** or **specialist**.

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.

Psychology and Psychiatry Expenses means charges made by a duly qualified psychologist or psychiatrist for the provision of mental health services provided that the **insured person** is referred for such treatment by their treating **Doctor** or **specialist**.

Rehabilitation and Occupational Therapy Expenses means the reasonable and necessarily incurred charges for rehabilitation treatment and/or occupational therapy as prescribed by the treating **Doctor** or **specialist** as a result of an **injury** or **sickness**.

Relative means the **insured person's family**, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé, fiancée, half-brother or half-sister.

Salary means:

- if the **insured person** is an employee, their gross weekly rate of pay exclusive of bonuses, commission, overtime payments and any allowances averaged over the period of twelve (12) months prior to the date disablement commences;
- 2. if the **insured person** is not an employee, their gross weekly income derived from personal exertion after deducting any expenses necessarily incurred by them in deriving that income averaged over the period of twelve (12) months prior to the date disablement commences.

Schedule means the **schedule** attached to the **policy** or any subsequently substituted **schedule**.

Serious Injury or Sickness is a condition other than pregnancy which a person has not received regular treatment or advice for treatment at the date of the commencement of the **insured travel**, and for which a medical practitioner certifies that the attendance of the **insured person** is necessary for the health of or treatment of that person or in the case of a business partner or co-director require the **insured person** to take over that person's business role.

Sickness means sickness or disease of the **insured person** manifesting itself while the **insured person** is insured under this **policy**.

Specialist means a **Doctor** recognised and/or referred to by another **Doctor** for their experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific **injury** or **sickness**. **Specialist** is extended to include optometrists.

Spouse/Partner means an **insured person's** husband or wife and includes a de-facto and/or life partner with whom an **insured person** has continuously cohabited for a period of three (3) months or more.

Temporary Partial Disablement means disablement which entirely prevents the **insured persons** from carrying out a substantial part of their duties normally undertaken by them in connection with their usual occupation or employment.

Temporary Total Disablement means disablement which entirely prevents an **insured person** from engaging in their usual occupation or employment.

Total Disablement means disablement which entirely prevents an insured person from engaging in their usual occupation or employment, or any other occupation or employment for which they are suited by

reason of education, training, experience, or skill, or if not employed, from engaging in any and every occupation for the remainder of their life.

Unexpected Death means death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

Very Seriously III means a medical condition certified by the attending **Doctor** or **specialist** to be such as to warrant a notification to **relatives** that their attendance is desirable in view of the serious nature of the **sickness** and threat to the **insured persons** life.

We/Our/Us means Certain Underwriters at Lloyd's of London.

You/Your means the insured (the policyholder) named in the schedule.

SECTION 1 - PERSONAL ACCIDENT AND SICKNESS

EXTENT OF COVER

This insurance applies to the **insured persons** named or described in the **schedule** and is limited to activities that fall within the Scope of Cover detailed in the **schedule** and **policy** and not otherwise excluded.

If during the **period of insurance** and as a result solely and directly of:

- 1. **Injury**, an **Insured Person** suffers from **permanent** disablement, **temporary total disablement**, **temporary partial disablement** or any of the following insured **events** set out in the Table of Benefits;
- 2. Sickness, an Insured Person suffers from permanent disablement, temporary total disablement or temporary partial disablement;

We will pay the compensation set out in the Table of Benefits. However, all insured events including disablement must occur within twelve (12) months of the injury or sickness (as the case may be).

TABLE OF BENEFITS

PART A. ACCIDENTAL DEATH AND CAPITAL BENEFITS

INSURED EVENTS Injury resulting directly in:		THE COMPENSATION being a percentage of the Su	ım
iiijui	resulting directly in.	Insured stated in the Schedu	
1.	Death	1. 100	
2.	Permanent Total Disablement	2. 100)%
3.	Permanent and incurable paralysis of all limbs	3. 100)%
4.	Permanent Total Loss of sight of both eyes	4. 100)%
5.	Permanent Total Loss of sight of one eye	5. 100)%
6.	Permanent Total Loss of use of two limbs	6. 100)%
7.	Permanent Total Loss of use of one limb	7. 100)%
8.	Permanent and incurable insanity	8. 100)%
9.	Permanent Total Loss of hearing in:		
	a. both ears	9a. 100)%
	b. one ear)%
10.	Permanent Total Loss of four fingers and thumb of either hand	10. 75	5%
11.	Permanent Total Loss of the lens of:		
	a. both eyes	11a. 100)%
	b. one eye	11b. 60)%
12.	Permanent Total Loss of use of four fingers of either hand	12. 50)%
13.	Third degree burns and/or resultant disfigurement		
	which covers more than 40% of the entire external body	13. 50)%
14.	Permanent Total Loss of use of one thumb of either hand		
	a. both joints	14a. 30)%
	b. one joint	14b. 15	5%
15.	Permanent Total Loss of use of fingers of either hand		
	a. three joints	15a. 15	5%
	b. two joints	15b. 10)%
	c. one joint	15c. 5	5%

16.	Permanent Total Loss of use of toes of either foot:		
	a. all - one foot	16a.	15%
	b. great - both joints	16b.	5%
	c. great - one joint	16c.	3%
	d. other than great, each toe	16d.	1%
17.	Fractured leg or patella with established non-union	17.	10%
18.	Shortening of leg by at least 5cm	18.	7.5%
19.	Permanent Disability not otherwise provided	19. Such perce	ntage of the Sum
	for under Insured Events 5 to 18 inclusive	discretion dopinion not benefits pevents 5 maximum a	we shall in our absolute etermine and being in our of inconsistent with the provided under insured to 18 inclusive. The amount payable is 75% of insured as stated in the

PART B - WEEKLY BENEFITS - INJURY

Cover for an **event** under this part applies only if an amount is shown on the **schedule** against Part B – Weekly Benefits - Injury.

Injury resulting directly in the following event(s) which occur within twelve (12) months of the date of the injury :	THE BENEFITS
20. Temporary Total Disablement	During such disablement, the weekly benefit shown on the schedule against Part B – Weekly Benefits – Injury, but not exceeding the salary of the Insured Person .
21. Temporary Partial Disablement	25% of the amount payable for Event 20.

Benefit Period: Maximum 104 weeks from the date the **insured person** first becomes entitled to the payment of weekly compensation.

PART C - WEEKLY BENEFITS - SICKNESS

Cover for an **event** under this Part applies only if an amount is shown on the **schedule** against Part C – Weekly Benefits - Sickness.

Sickness resulting directly in the following Event which occurs within twelve (12) months of the date of the first manifestation of the Sickness:	THE BENEFITS
22. Temporary Total Disablement	During such disablement, the weekly benefit shown on the schedule against Part C – Weekly Benefits – Sickness, but not exceeding the salary of the insured person .
23. Temporary Partial Disablement	25% of the amount payable for Event 22.

Benefit Period: Maximum 104 weeks from the date the **insured person** first becomes entitled to the payment of weekly compensation.

PART D - INJURY RESULTING IN FRACTURED BONES - LUMP SUM BENEFITS

Cover for an **Event** under this Part applies only if an amount is shown on the **schedule** against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.

Injury resulting directly in the following fractured bones which occur within twelve (12) months of the date of the injury:	The benefits shown below are a percentage of the amount shown on the schedule against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.
24. Neck, skull or spine (complete fracture)	100%
25. Hip	75%
26. Jaw, pelvis, leg, ankle or knee (other fracture)	50%
27. Cheekbone, shoulder or hairline fracture of skull or spine	30%
28. Arm, elbow, wrist or ribs (other fracture)	25%
29. Nose or collar bone	20%
30. Arm, elbow, wrist or ribs (simple fracture)	10%
31. Finger, Thumb, Foot, Hand or Toe	7.5%

In the case of an established non-union of any of the above fractures, **we** will pay an additional benefit of 5% of the amount shown on the **schedule** against Part D - Injury Resulting In Fractured Bones – Lump Sum Benefits.

The maximum benefit payable for any one **injury** resulting in fractured bones shall be AUD3,000 unless otherwise shown on the **schedule** against Part D – Injury Resulting In Fractured Bones – Lump Sum Benefits.

A complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

A simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

PART E - INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES - BENEFITS

Cover for an **event** under this Part applies only if an amount is shown on the **schedule** against Part E – Injury Resulting In Loss of Teeth or Dental Procedures - Benefits.

Injury resulting directly in the following loss or procedure(s) (as the case may be) which occur within twelve (12) months of the date of the injury :	The benefits shown below are a percentage of the amount shown on the schedule against Part E - Injury Resulting In Loss of Teeth or Dental Procedures - Benefits.
32. Loss of teeth or full capping of teeth, per tooth	100%
33. Partial capping of teeth, per tooth	50%

The maximum benefit payable for any one **injury** resulting in loss of teeth or dental procedures shall be AUD1,000 limited to AUD250 per tooth unless otherwise shown on the **schedule** against Part E – Injury Resulting In Loss of Teeth or Dental Procedures - Benefits.

For the purpose of Part E - a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

ADDITIONAL BENEFITS

Rehabilitation Expenses

We will pay, after the happening of an **event** for **Temporary Total Disablement** or **Temporary Partial Disablement** under this **policy**, expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with **our** prior written agreement and the agreement of the **insured person's** attending **doctor**.

Compensation under this provision will be limited to the actual costs incurred not exceeding one thousand (AUD 1,000) dollars per month and will be payable for a maximum of six (6) months.

Escalation of Claim Benefit

After payment of the compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** continuously for twelve (12) months, **we** will increase the compensation by five (5) percent compound per annum while the benefit is being paid.

Exposure

If as a result of an **injury** occurring during the **period of insurance** the **insured person** is exposed to the elements and within twelve (12) months suffers from any of the insured **events** set out in the Table of Benefits as a direct result of that exposure, **we** will pay benefits accordingly.

Disappearance

If an **insured person** disappears following the disappearance, sinking or wrecking of a conveyance during the **period of insurance** in which he or she was travelling and his or her body has not been found within twelve (12) months after the date of disappearance, **we** shall pay a benefit on the basis that the **insured person** died as a result of an **injury** at the time of the disappearance, sinking or wrecking of the conveyance. **We** will only pay if the legal representative of the insured person's estate gives **us** 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**.

Education Benefit

Following payment under **Event** 1 of the Table of Benefits as a result of an **insured person's accidental death**, **we** will pay an additional five thousand (AUD 5,000) for each surviving dependant child of that **insured person** up to a maximum of ten thousand (AUD 10,000) dollars per **family**.

CONDITIONS AND LIMITATIONS

- 1. Compensation shall not be payable for more than one of the insured **Events** 1 to 19 in respect of the same **injury**, in which case the highest compensations will be payable.
- 2. Any compensation payable for insured **Events** 1 to 19 shall be paid in addition to any sum already paid for insured **Events** 20 and 21 in respect of the same **injury**.
- 3. Weekly Benefits will be reduced by any other benefits or compensation the **insured person** is entitled to receive or entitled to claim for lost income (whether a periodical payment, lump sum or otherwise but not including any payment in respect of pain and suffering) from any other source as a result of the same condition. If the **insured person** surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or in part), the total amount of benefits under this insurance will reduce by the amount of payment to which the **insured person** would have been entitled or had the right to claim. Benefits or entitlements received from other sources after Weekly Benefits have been paid under this insurance must be refunded by the **insured person** to **us**.
- 4. **We** will pay one-seventh (1/7th) of the Weekly compensation for each day of disablement where disablement lasts for less than a week.
- 5. No Weekly compensation shall be payable for disablement during the **excess period**.
- 6. Compensation shall not be payable:
 - 6.1 for insured **Events** 20, 21, 22 and 23 in excess of a total period of one hundred and four (104) weeks from the date the **insured person** first becomes entitled to the payment of weekly compensation in respect of any one **injury or sickness**;
 - 6.2 unless the **insured person** shall as soon as possible after the happening of any **injury** or the manifestation of any **sickness** giving rise to a claim under this Section 1, procure and follow proper medical advice from a legally qualified medical practitioner. The **insured persons** benefit commences from the time they first sought medical attention following their **injury** of **sickness**.
- 7. **You** must give **us** immediate written notice if **you** take out any other insurance with any insurer providing for weekly compensation of a similar kind which, together with this **policy**, will exceed the **insurer person's salary**.
- 8. All weekly compensations shall be paid monthly in arrears.
- 9. All compensations shall be paid to **you** or the **insured person**, or in the case of death, to **your** or the **insured person's** legal personal representative.
- 10. The benefit payable in respect of an **insured person** under eighteen (18) years of age for **Event** 1 in the Table of Benefits (Accidental Death) will be AUD 20,000 unless otherwise stated in the **schedule**.
- 11. If an **insured person** suffers an **injury** resulting in any one of **Events** 2-8, **we** will not be liable under this **policy** for any subsequent **injury** to that **insured person**.
- 12. Benefits shall not be payable:
 - (a) for more than one of **Events** 20 and/or 21 or **Events** 22 and/or 23 that occur for the same period of time; and

(b) If as a result of **injury** or **sickness**, benefits become payable under Parts B or C of the Table of Events 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 six (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** shall apply.

SECTION 2 - MEDICAL AND ADDITIONAL EXPENSES

EXTENT OF COVER

This **policy** pays the actual, necessary and reasonable expenses incurred by the **insured person** during the **period of insurance** for **Medical Primary Care and Specialist Outpatient Care** up to the amount shown on the **schedule** and sub-limited to the amounts contained within the **policy**.

- 1. If an **insured person** sustains an **injury** or suffers a **sickness** and incurs **medical expenses** during the **period of insurance**, **we** will pay those expenses incurred as detailed in the Table of Benefits.
- 2. The benefit payable under this **policy** is reduced by any other benefit the **insured person** is entitled to under any other **policy**.
- 3. The Benefit payable under this **policy** is limited to the extent permitted by any applicable health insurance legislation and regulation or by any other insurance policy required to be effected by or under a law.

TABLE OF BENEFITS

MAXIMUM SUM INSURED PER INSURED PERSON ANY ONE PERIOD OF INSURANCE: AUD 1,000,000.

Medical Primary Care and Specialist Outpatient Care			
Hospital Expenses	100% to amount stated on		
In Hospital medical charges either inpatient/same day surgery	Schedule under Section 2		
Out of Hospital Expenses	100% to amount stated on		
Doctor's charges, specialist charges and approved same day clinic	Schedule under Section 2		
charges			
Prescribed Medicines in Hospital	100% to amount stated on		
	Schedule under Section 2		

Maternity Expenses			
Insured Person is only covered for Maternity Expenses if your pregnancy commenced during the			
period of insurance and after their effective date of cover.			
Maternity Care/Treatment			
Routine maternity care/treatment (pre natal, delivery and post natal	AUD10,000		
charges (up to six (6) months after the birth of the child) for the care of			
the mother).			
Additional Delivery Expenses	An additional AUD10,000 to		
Emergency delivery and/or complicated delivery charges	routine care above		
New Born Child Expenses			
New born child expenses for the child from birth to six (6) months of	AUD10,000		
age (at which time the child becomes a dependent child under the			
policy)			

TABLE OF BENEFITS - CONTINUED

Dental Expenses	
Dental Expenses (General)	85% to maximum AUD1,200
Dental Expenses (Special)	85% to maximum AUD1,200

Ancillary Expe	enses			
Acupuncture/na	turopathy/hypr	notherapist		100% to maximum AUD500
Chiropractic/ost	eopathy			AUD100 per visit to maximum AUD1,000
Dietician	•			100% to maximum AUD500
Optical				100% to maximum AUD500
Physiotherapy				ASUD100 per visit to maximum AUD1,500
Podiatry				100% to maximum AUD500
Prescribed Med	icines			100% to maximum AUD2,000
Prosthesis	and	hearing	aids	100% to maximum AUD1,000
(one (1) applian	ce every two (2	2) years)		
Speech Therap	y			100% to maximum AUD500

Other Expenses	
Rehabilitation and Occupational Therapy Expenses	100% to a maximum of AUD10,000
Psychology and Psychiatry Expenses	100% to a maximum of AUD2,500

Home Nursing Expenses	
Home Nursing Expenses following an Injury or Sickness	AUD750 per week to maximum four (4) weeks

^{*} Where expenses are incurred within Australia and/or the **insured person's** home country, payment of above medical and other benefits are further limited to the extent permitted by the applicable Australian Health Insurance Legislation and Regulations, including Medicare, and/or the legislation of the Insured Person's home country.

CONDITIONS APPLICABLE TO SECTION 2

If the **insured person** suffers a **serious injury or sickness** whilst expatriated which requires their return to their **country of residence we** will pay **medical expenses** up to the maximum sum insured shown on the **schedule** for a maximum period of twelve (12) months. Treatment or services which are covered by Medicare or by compensation under any Workers' Compensation Act or Transport Accident laws or by any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law will not be covered.

SECTION 3 – MEDICAL AND EMERGENCY EVACUATION EXPENSES BENEFIT

MEDICAL EVACUATION

This **policy** pays the actual, necessary and reasonable expenses incurred by the **insured person** during the **period of insurance** for medical and emergency evacuation expenses, provided that the **insured person** contacts International Services Network Pty Ltd and obtains a written certification by the attending **Doctor** stating that they are **very seriously ill** and it is necessary that the **insured person** obtains specialised treatment, surgery or post-operative attention which is unobtainable in the **country of domicile**.

The maximum amount payable per **insured person** in respect of medical and emergency evacuation during any one **period of insurance** shall be the amount stated in the **schedule** under Section 3 – Medical and Emergency Evacuation.

We will pay the following items up to the maximum amount shown on the **schedule** under Section 3 – Medical and Emergency Evacuation:

- (a) Medical and emergency evacuation expenses of the **insured person** means;
 - (i) Charges for airfare (economy airfare where possible) in transporting the **insured person** by scheduled airline on a scheduled flight to the airport nearest to the recommended **hospital** where the **insured person** is to be confined for specialised treatment, surgery or post operative attention. Such charges will include ground transport from the airport to the nearest recommended **hospital**. Including return airfare charges (economy airfare where possible) if the **insured person** returns to their **country of domicile** following medical evacuation, within twelve (12) calendar months of sustaining **injury or sickness**. If there is no option to evacuate the **insured person** via scheduled aircraft or alternative scheduled services **we** will pay the charges incurred for the charter of an aircraft or air ambulance or any other available means of transport to evacuate the **insured person** to the nearest recommended **hospital** where the **insured person** is to be confined for specialised treatment, surgery or post operative attention.
 - (ii) Charges for a medically equipped road vehicle to transport the **insured person** to the nearest recommended **hospital** where the **insured person** is to be confined for specialised treatment, surgery or post operative attention;
 - (iii) Where an **insured person** under sixteen (16) years of age is medically evacuated, the additional airfare (economy fare where possible) of one (1) adult to accompany such **insured person**;
 - (iv) Where an insured person is medically evacuated and requires an escort and this is certified by the insured person's attending Doctor and the nominated emergency assistance company or us as medically necessary, the additional airfare (economy fare where possible) of one (1) adult to accompany such insured person.
- (b) Pre-Hospitalisation and post-Hospitalisation accommodation expenses:

Charges incurred for pre-Hospitalisation and post-Hospitalisation accommodation expenses up to a maximum of AUD250 per day and for a period of no more than twenty (20) days, where certified by the **insured person's** attending **Doctor**, or the nominated **emergency assistance company** or **us**, and the **hospital** as medically necessary, for the purpose of waiting for medical test(s) or examination results. The maximum amount payable shall be AUD5,000.

(c) Accompanying person's accommodation expenses:

Charges incurred by the accompanying person for hotel and accommodation expenses up to a maximum of AUD250 per day for the period of **hospital** confinement of the **insured person** including any period of pre-hospitalisation and post-hospitalisation accommodation of the **insured person** and for a period of no more than twenty (20) days. The maximum amount payable shall be AUD5,000.

(d) En-route accommodation expenses

Charges not recoverable from the airline for hotel accommodation up to AUD250 per night, where an **insured person** is required by airline schedules to stay over-night en-route to the **hospital**. The maximum amount payable shall be AUD5,000.

Expenses include return economy airfare charges if the **insured person** returns directly to their **country of domicile** following medical evacuation.

EMERGENCY EVACUATION

- 1. If an **insured person**, whilst engaged on **insured travel** (outside their home country) during the **period of insurance**, is in a country or region that officials recommend certain categories or persons (which include the **insured person**) in that country or region should leave because of a:
 - a. security threat such as insurrection, war, rebellion, civil unrest or political instability, or
 - b. a natural disaster such as earthquake, cyclone, flooding or volcanic eruption,

after the **insured person** has arrived in the country or region and it is unsafe for the **insured person** to remain in the country or region,

We will pay:

- 1.1 the cost of evacuating the **insured person** to the nearest place of safety, and the reasonable cost of accommodation, up to a maximum of five hundred (AUD 500) dollars per day any one **insured person** to a maximum of fourteen (14) days any one **event**; or
- when necessary, the reasonable cost of returning the insured person to their country of domicile if commercial flights are unavailable; or if commercial flights are available the cost will be limited to a direct business class flight; and
- 1.3 provided the evacuation is authorised by the **emergency assistance company** or **us**.
- 1. If an **insured person**, whilst engaged on **insured travel** (outside their home country) during the **period of insurance**, is in an emergency situation where their personal safety and security is at risk, we will provide assistance where possible and pay the reasonable and necessary expenses incurred for each **insured person**. The emergency situation must be unforeseen and outside the control of the **insured person** and the expenses must be authorised by **us** or by the **emergency assistance company**.
- 2. In the event of an emergency evacuation or situation it is recommended that the **insured person** contacts **our** authorised security and political **emergency assistance company** for advice and management of the evacuation.

ADDITIONAL BENEFITS

Emergency Assistance Company

International Services Network Pty Ltd

In the event of a medical emergency as a result of an **injury or sickness**, an **insured person** is also entitled to the services of International Services Network Pty Ltd. They must be contacted in the first instance to authorise any emergency evacuation. They may be contacted on phone:

International Services Network Pty Ltd Tel: +61 2 8256 1740

In the event of any other claim circumstance, contact:

International Services Network Pty Ltd Level 2, 280 George Street Sydney NSW 2000 Australia

Emergency Return Home means in the event of the unexpected death of the insured person's spouse/partner or dependent child(ren) or in the event of them becoming very seriously ill, necessitating the insured person returning to their earlier country of residence, then subject to prior approval being obtained from us and/or the emergency services assistance provider, we will pay reasonable travel and accommodation expenses incurred. The maximum amount payable shall be AUD3,000.

Telephone: +61 2 8256 1740

Email: claims@isn.au.com

Fax: +61 2 8256 1775

Repatriation of Mortal Remains means in the event of the death of an **insured person**, we will pay the reasonable expenses incurred for the cost of returning their mortal remains to their **country of residence** or the reasonable funeral and related costs if the body is buried or cremated at the place of death. The maximum amount payable shall be ten thousand (AUD 10,000) dollars.

Personnel Replacement means in the event that an **insured person**, excluding **spouse/partner** or **dependent child(ren)**, becomes **very seriously ill**, **we** will pay reasonable travel and additional temporary accommodation expenses incurred by **you** for:-

- a. the sending of a qualified replacement employee to the **country of domicile** of the **insured person** to complete the unfinished business commitments of the **insured person**; or
- b. the return of the **insured person** to the **country of domicile** after their recovery to complete those original business commitments.

The maximum amount payable shall be AUD10,000.

Home Leave

The **policy** also provides for coverage whilst on **home leave**.

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

We will not pay for claims arising directly or indirectly out of:

- 1. any routine physical examinations not provided for in this **policy**, and/or cosmetic, elective or plastic surgery, (except and to the extent that it is necessary for the cure or alleviation of Injury to the **insured person**).
- Except for section 1 of this policy inclusive, there is no cover under this policy for any loss, damage, liability, event, injury or sickness which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source. We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what you or the insured person would be otherwise entitled to recover under the policy, where permissible under Law. No payments will be made under this policy for any expenses, the payment of which would constitute "health insurance business" as defined under the National Health Act, 1953 (Cth).
- 3. charges for non-medical incidental services including but not limited to telephone, television, newspapers and the like.
- 4. a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).
- 5. sexually transmitted disease, infertility, sterilisation, reversal of sterilisation, infertility treatment, contraceptive expenses, abortion (unless certified as medically necessary by the attending **Doctor** or **specialist**), congenital deformities or abnormalities.
- 6. any suicide or intentional self inflicted injury or any illegal or criminal act committed by **you** or an **insured person**.
- 7. **you** or an **insured person** being under the influence of intoxicating liquor, including having a blood alcohol content over the prescribed legal limit whilst driving, or being under the influence of any other drug unless it was prescribed by a **Doctor** and taken in accordance with the **Doctor's** advice.
- 8. any expenses or charges incurred after **you** or the **insured person** or **your** or the **insured person**'s representative refused to follow the instructions and directions of **us** or the **emergency assistance company**.
- 9. any expenses or charges incurred resulting from **you** or an **insured person** engaging in air travel except as a passenger in a properly licensed aircraft.
- 10. any expenses or charges incurred after the **insured person** travelled against the advice of a **Doctor** or **specialist**.
- 11. any **insured person** who is over sixty-five (65) years of age at the time of loss, **injury** or **sickness**.
- 12. resulting from stress and/or anxiety-related conditions, psychotic disorders, mental disorders, nervous disorders, including any neuroses and their psychological and/or psychosomatic manifestations.
- 13. **you** or an **insured person** engaging in or taking part in any Ship Crew activities or work whatsoever;

- 14. **you** or an **insured person** engaging in or taking part in any work on Offshore Oil and/or Gas Rigs or Platforms;
- 15. **you** or an **insured person** engaging in or taking part in naval, military or air force service or operations;
- 16. resulting from asbestos or any materials containing asbestos in any form or quantity;
- 17. childbirth or pregnancy whether wholly or partly attributable to, other than as provided under section 2 Medical and Additional Expenses;
- 18. **you** or an **insured person** engaging in any professional sporting activity or hazardous sport or activity including but not limited to racing (other than on foot) including driving or riding in any kind of motor race or rally, mountaineering involving ropes or guides, trekking, rock-climbing, abseiling, parachuting, bungee jumping, skydiving hang-gliding, caving, surfing, scuba diving, hunting and the like;
- 19. nuclear, chemical or biological terrorism

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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), committed for political, religious, ideological 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.

If **we** allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon **you**.

02/02 LSW1175 (amended)

20. This Insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation or radioactive contamination.

GENERAL CONDITIONS AND LIMITATIONS APPLYING TO ALL SECTIONS

1. NOTIFICATION OF CLAIM

In the event of a claim or circumstances which may give rise to a claim you must advise **us** immediately in accordance with the following:

In the event of a medical emergency contact:

International Services Network Pty Ltd Tel: +61 2 8256 1740

In the event of any other claim circumstance contact:

International Services Network Pty Ltd

Level 2, 280 George Street

Sydney NSW 2000

Fax: +61 2 8256 1740

Fax: +61 2 8256 1775

Email: claims@isn.au.com

2. WRITTEN NOTICE OF CLAIM

Written notice of claim must be given to **us** within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible. **You** or any such person must at **your**/their expense give **us** such certificates, information and other documentation as **we** may reasonably require. **We** may at **our** own expense have any **insured person**, who is the subject of a claim under this **policy**, medically examined from time to time.

Upon receipt of a notice of claim, **we** shall submit **our** usual claim form for completion. **We** shall not be liable to make any payment under this **policy** unless the claim form is properly completed and all information reasonably required by **us** has been furnished.

3. SUBROGATION

In the event of any payment being made by **us** under this **policy**, **we** shall be subrogated to all the **insured person's** right of recovery against any person or organisation. The **insured person** must not take any action to prejudice any such right of recovery and must co-operate with and do all things necessary to enable the recovery action to be prosecuted.

4. PHYSICAL EXAMINATION AND AUTOPSY

We may at our own expense conduct any medical examination or examinations of any insured person or arrange at our own expense for an autopsy to be carried out. We may also at any time during a claim ask for further information or appoint a person to conduct further enquires into the nature and circumstance of the claim.

5. LEGAL ACTION

No action at law or in equity shall be brought to recover on this **policy** prior to the expiration of sixty (60) days after **our** reasonable requirements in connection with a claim have been met. No such action shall be brought after the expiration of three (3) years after the time of the loss or damage or the time the liability was incurred (as the case may be).

No action at law or equity shall be brought or maintainable unless and until the parties have first participated in a formal mediation process before a mediator appointed by agreement or failing that by the president of the law society of that state the claimant ordinarily resides. The costs of any mediator shall be borne equally by the parties.

6. CANCELLATION

We may cancel this **policy** in accordance with the provisions of the Insurance Contracts Act by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of that Act. Upon cancellation by **us**, **we** shall retain a pro-rata proportion of the premium for the time the **policy** has been in force.

Notwithstanding anything contained in this **policy** to the contrary, **you** may cancel this **policy** at any time by giving **us** written notice, in which case **we** shall retain a pro-rata proportion of the premium for the time the **policy** has been in force.

7. LIMIT OF LIABILITY

Our total liability for all claims arising under this **policy** during any **period of insurance** shall not exceed the amount stated in the **schedule** other than with respect to Section 2 – Medical Expenses.

In the event this limit is reached, the amount will be automatically reinstated with the appropriate additional premium plus charges being charged.

8. CURRENCY

All amounts shown on the **policy** are in Australian Dollars (AUD). If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable in Australian Dollars (AUD) will be the rate at the time of incurring the expense or suffering a loss.

9. GOVERNING LAW AND JURISDICTION

Any dispute arising under this **policy** or concerning its formation shall be governed by the laws of the appropriate State of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within the said State and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

10. SERVICE OF SUIT CLAUSE (AUSTRALIA)

We hereon agree that

- (i) In the **event** of a dispute arising under this **policy**, **we** at the request of the **insured** (or reinsured) will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court
- (ii) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's General Representative in Australia.

Lloyd's Australia Limited,

Suite 2, Level 21 Angel Place

123 Pitt Street

Sydney

New South Wales 2000

Australia

who has authority to accept service and to enter an appearance on **Our** behalf, and who is directed at the request of the **insured** (or reinsured) to give a written undertaking to the **insured** (or reinsured) that he will enter an appearance on **our** behalf

(iii) If a suit is instituted against any one of the **us** all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

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11. CHANGE OF BUSINESS ACTIVITIES

You must inform **us** as soon as is reasonably practicable of any alteration in **your** business activities which increases the risk of a claim being made under this **policy**.

12. EXPIRY OF COVER

In the event **Insured Travel** continues past the expiry of the **period of insurance** and the **policy** is not renewed with **us**, **we** will not be liable for any loss occurring after the expiry date of the **period of insurance**.

13. OTHER INSURANCE

In the event of a claim, **you** must advise **us** as to any other insurance **you** may have covering the same risk.

14. BREACH OF CONDITIONS

If you are in breach of any of the conditions of this **Policy**, **We** may decline to pay a claim.

15. HEADINGS

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

16. ASSISTANCE AND CO-OPERATION

You shall co-operate with Us and upon our request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to you because of injury or damage with respect to which insurance is afforded under this policy. In that regard, you shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. You shall not, except at your own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

17. DUE DILIGENCE

You and all **insured persons** will exercise due diligence in doing all things to avoid or reduce any loss under this **policy**.

18. AUTOMATIC ADDITIONS/DELETIONS

We hereon agree to automatic additions/deletions to the list of insured persons during the period of insurance, subject to quarterly declarations.

19. QUARTERLY BORDEREAUX

Quarterly bordereaux to be supplied within 30 days of the end of each quarter and settled within 30 days thereafter.