



Woodina
Underwriting Agency

**Expatriate Medical & Emergency
Evacuation Expenses
Policy Wording**

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About Woodina Underwriting Agency

Woodina Underwriting Agency hold an Australian Financial Services Licence (AFSL No. 418755) and is authorised to arrange, issue, and provide general advice on general insurance products to Australian residents.

About Your Insurer

The Insurer of Your policy are Certain Underwriters at Lloyd's of London, who are authorised under the Insurance Act 1973 to write Australian Insurance business.

In this document, the Insurers acting through their agent Woodina Underwriting Agency are referred to as "We", "Us" and "Our".

Notices

The information contained in this section is general information only and does not form part of your contract with us.

Your Duty of Disclosure

Before You enter into a contract of general insurance with an insurer, You have a duty, under the *Insurance Contracts Act 1984*, to disclose to the insurer every matter which You know, or could reasonably be expected to know, is relevant to the insurer's 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 insurance. To advise Us, You should notify Woodina Underwriting Agency via email info@woodina.com.au or telephone +61(0)7 3222 9400.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know, or in the ordinary course of business as an insurer, should know;
- as to which compliance with your duty is waived by Us.

Cooling-Off Period

You have the right to return the policy to Us within 14 days of the date that the cover is incepted. If you return the Policy during the cooling-off period, We will refund all of the Premium You pay for insurance under the Policy, less any duties or taxes payable. To do this You must advise Woodina in writing. You will not receive a refund if You have made a claim under the Policy during the cooling-off period.

Privacy

Woodina Underwriting is committed to protecting the privacy of the personal information You provide Us. Woodina Underwriting collects, uses and retains Your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider Your application for insurance and to determine the premium (if Your application is accepted) when You are applying for, changing or renewing an insurance policy with Us. This information will also be used if You lodge a claim under Your policy. We may also need to request additional information from You in connection with your application or a claim. If You do not provide Us with this information, or any additional information We request, We may not be able to process Your application or offer You insurance cover or respond to any claim.

We may disclose the personal information we collect:

- (a) To our relevant employees involved in delivering our services;
- (b) If Your insurance broker collects this form from You, to that broker;
- (c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) To the insurance companies with whom we transact business;
- (e) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- (f) To insurance reference bureau or credit reference bureau;
- (g) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide Your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please also contact us on +61(0)7 3222 9400.

By completing and returning a proposal form or providing Us with any additional information in connection with Your application, You agree to us using and disclosing your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use Your personal information to send You details of new insurance products or other insurance related information that may be of interest to You. If You do not wish to receive such information, please advise us on +61(0)7 3222 9400.

Code of Practice

This policy is compliant with the Insurance Council of Australia's General Insurance Code of Practice, apart from any claims adjusted outside of Australia. Woodina Underwriting Agency Pty Ltd and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of Code is to raise standards of practice and service in the general insurance industry.

A copy of the code is available from the Code's dedicated website www.codeofpractice.com.au.

Complaints Procedures

Lloyd's aim is to provide the highest service to its Australian policyholders and, to this end, has developed the following procedures for the fair handling of complaints from Lloyd's policyholders including Insured Persons under this Policy. There are established procedures for dealing with complaints and disputes regarding Your insurance or claim and are set out below:

Stage 1	<p>Any enquiry or complaint relating to this Policy or a claim should be addressed to Woodina as Lloyd's insurance intermediary (the coverholder) in the first instance – in most cases this will resolve Your grievance.</p> <p>Please send to:</p> <p>Woodina Underwriting Agency Pty Ltd GPO Box 3313 BRISBANE QLD 4000</p> <p>T: +61 (0)7 3222 9400 E: info@woodina.com.au</p>	<p>Woodina will acknowledge Your enquiry or complaint immediately by telephone or email.</p> <p>Woodina aims to resolve Your complaint where possible within 15 business days.</p>
Stage 2	<p>If Stage 1 does not resolve the matter or You are not satisfied with the way a complaint has been dealt with, You should contact:</p> <p>Lloyd's Australia Limited Level 9, 1 O'Connell Street Sydney NSW 2000 Australia T: +61 (0)2 8298 0783 F: +61 (0)2 8298 0788 E: ldraustralia@lloyds.com</p> <p>When You lodge Your dispute with Lloyd's, Lloyd's will usually require the following information:</p> <p>Name, address and telephone number of the policyholder</p> <ul style="list-style-type: none"> • Details of the policy concerned (policy type and/or claim reference numbers, etc) • Name and address of the agent through whom the policy was obtained • Details of the reasons for lodging the complaint • Copies of any supporting documentation You believe may assist Lloyd's in addressing Your complaint appropriately. 	<p>Your dispute will be acknowledged in writing within 5 business days of receipt and will be reviewed by a person with appropriate authority to deal with the dispute and You will be informed of progress at least every 10 business days.</p> <p>The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases You will receive a full written response to Your dispute within 15 working days of receipt.</p>
External Dispute Resolution	<p>If Your complaint is not resolved within 45 calendar days, or resolved in a manner satisfactory to You, You may refer the matter to FOSA or AFCA as follows:</p> <p>For complaints lodged on or before 31st October 2018 You may refer the matter to FOSA. FOSA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 367 287 or email info@fos.org.au. More information can be found on their website www.fos.org.au.</p> <p>For complaints lodged on or after 01st November 2018 You may refer the matter to AFCA. AFCA can be contacted by post GPO Box 3, Melbourne VIC 3001, phone 1800 931 678 or email info@afca.org.au. More information can be found on their website www.afca.org.au.</p> <p>FOSA and AFCA are independent bodies that operate nationally in Australia and aim to resolve disputes between You and Your insurer. FOSA and AFCA provide fair and independent financial services complaint resolution that is free to consumers. Determinations made by FOSA and AFCA are binding upon Us.</p>	<p>Your dispute must be referred to the FOSA or AFCA within 2 years of the date of our final decision.</p> <p>This service is free of charge to policyholders.</p>

General Definitions

For the purpose of the Policy, the following important definitions apply when used in the Policy. Any word or expression to which a specific meaning has been given in any part of the Policy shall bear this meaning wherever it may begin with a capital letter:

Accident

shall mean a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the Insured Person.

Accidental Death

shall mean the death of an Insured Person as a result of an Accident.

Accompanying

shall mean travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with an Insured Person who is on a Journey.

Civil War

shall mean a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

Close Relative

shall mean the Insured Person's Spouse or Partner, parent, parent-in-law, grandparent, stepparent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew, provided such relatives reside in the person's Country of Residence and is at the relevant time not more than ninety (90) years of age.

Congenital Defect

shall mean a physiological or structural abnormality that develops at or before birth and is present at the time of birth, especially as a result of faulty development, infection, heredity, or Injury.

Country of Domicile

shall mean the country where the Insured Person(s) is/are residing on foreign assignment.

Country of Residence

shall mean the country of which the person is a citizen or permanent resident (i.e. the holder of a multiple entry visa or permit which gives the person resident rights in such country).

Dentist

shall mean a person legally qualified and registered to practice dentistry who is not an Insured Person or a relative of an Insured Person.

Dependent Children

shall mean means an Insured Person's and/ or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are 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, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support but only when on a Journey with the Insured Person.

Doctor

shall mean a person legally qualified and registered to practice medicine and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

Domestic Duties

shall mean the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

Effective Date Of Coverage

shall mean the date advised to Us that the Insured Person's cover commenced under this Policy.

Employee

shall mean any person in the Insured's service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self-employed person undertaking work on the Insured's behalf if stated as being included as Insured Persons on the Policy Schedule.

Excess

shall mean the first amount of each and every claim that is payable by the Insured or the Insured Person as stated on the Policy Schedule.

Hospital

shall mean 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.

Injury

shall mean a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which;

- (a) results in any of the Events set out in the Table of Events shown under Parts A, B, C, D and/or E within twelve (12) months of the Accident; and
- (b) results solely and independently of any other causes other than:
 - i. the Accident; and/or
 - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident.

Insured

shall mean the Insured specified on the Policy Schedule as the Insured.

Insured Person

shall mean such person or persons as described on the Policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid.

Journey

shall mean the Journey described on the Policy Schedule and includes all;

- a) associated leisure travel and/or
- b) private leisure travel for the Insureds company directors, chief executive officer, chief financial officer, chief operating officer, company secretary and general manager and their Accompanying Spouse/Partner and/or Dependent Children, provided always that such travel involves an aerial flight or an overnight stay.

Period of Insurance

shall mean the period stated on the Policy Schedule or such shorter time if the Policy is terminated.

Policy

shall mean this Policy Wording, the Policy Schedule and any other documents such as endorsements that We may issue and advise will form part of the Policy.

Policy Schedule

shall mean the Policy Schedule attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

Policy Wording

shall mean this document.

Pre-existing Medical Condition

shall mean any illness, disease, syndrome, disability or other condition, including any symptoms which;

- (a) the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication;

in the twelve (12) months prior to them being covered under this Policy.

Premium

shall mean the Premium as shown on the Policy Schedule that is payable by the Insured in respect of this Policy.

Professional Sport

shall mean any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

Recognised Health Provider

shall mean any Australian general insurer who has a licence to underwrite expatriate insurance or other international health providers, including Australian registered health funds.

Salary

shall mean the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- (a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions.
- (b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

Serious Injury or Serious Sickness

means when applied to:

- a) an Insured Person; a condition other than pregnancy for which an Insured Person has not received regular treatment or advice prior to the commencement of a Journey, that causes Temporary Total Disablement (as defined in Section 4 of this Policy) and is certified as totally disabling by the attending Doctor.
- b) an Insured Person's Close Relative, business associate or travelling companion; a condition other than pregnancy for which the person has not received regular treatment or advice prior to the commencement of a Journey, which is certified as being dangerous to life by a Doctor and which results in the Insured Person's curtailment or cancellation of their Journey.

Sickness

shall mean any illness, disease or syndrome suffered by the Insured Person, which is not a Pre-Existing Medical Condition, and which manifests itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after manifesting itself.

Specialist

shall mean a Doctor (including optometrists) recognised and/or referred to by another Doctor 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/Partner

shall mean the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

Takeover provisions

shall mean coverage under Sections 1, 2 and 3 of this Policy is extended to include all Pre-Existing Medical 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. 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. Takeover Provisions only apply if specified on the Policy Schedule.

Terrorism

shall mean any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

Underwriter(s)

shall mean certain Underwriters at Lloyd's.

Waiting Period

shall mean the period specified on the Policy Schedule during which no Benefits are payable by Us in relation to Section 1 - Part B or Part D (Weekly Benefits).

War

shall mean a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us

shall mean the Underwriters.

You/Your

shall mean the Insured.

Section 1 – Medical and Additional Expenses

If during the Period of Insurance and after the Insured Person's Effective Date of Coverage, an Insured Person incurs Medical & Additional Expenses described in the following Table of Benefits, We will pay up to the corresponding maximum amounts shown 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 to the amount shown on the Policy Schedule against Section 1, Medical & Additional Expenses.

Medical Care Expenses – Inpatient	
Inpatient Medical Care	100% to amount stated on Policy Schedule under Section 1 – Medical & Additional Expenses
Inpatient Prescribed Medicines	100% to amount stated on Policy Schedule under Section 1 – Medical & Additional Expenses

Medical Care Expenses – Outpatient	
Outpatient Medical Care	100% to amount stated on Policy Schedule under Section 1 – Medical & Additional Expenses
Outpatient Prescribed Medicines	100% up to a maximum of \$2,000
Routine physical and medical examinations and vaccinations	85% up to a maximum of \$500

Maternity Expenses	
Routine Maternity Care Expenses	100% up to a maximum of \$10,000
Additional Delivery Expenses	100% up to a maximum of \$20,000 (in addition to Routine Maternity Care Expenses)
New Born Child Expenses	100% up to a maximum of \$20,000
New Born Child Congenital Defect Expenses	100% up to a maximum of \$250,000

Dental Expenses	
General Dental Expenses	85% up to a maximum of \$1,500
Special Dental Expenses	85% up to a maximum of \$1,500
Emergency Dental Expenses	100% to amount stated on Policy Schedule under Section 2 – Medical & Additional Expenses

Ancillary Expenses	
Acupuncture/ naturopathy/ hypnotherapist	100% up to a maximum of \$500
Chiropractic/osteopathy	85% up to a maximum of \$1,000
Dietician	100% up to a maximum of \$500
Optical Expenses	100% up to a maximum of \$500
Physiotherapy	85% up to a maximum of \$1,500
Podiatry	100% up to a maximum of \$1,500
Prosthesis and hearing aids	100% up to a maximum of \$1,000 (one (1) appliance every two (2) years)
Speech therapy	100% up to a maximum of \$500
Rehabilitation and Occupational Therapy Expenses	100% up to a maximum of \$10,000
Psychology and Psychiatric Expenses	100% up to a maximum of \$2,500
Home Nursing Expenses	100% up to a maximum of \$1,000 per week (limited to maximum period of four (4) weeks)

Definitions Applying to Section 1

ADDITIONAL DELIVERY EXPENSES means costs incurred (in addition to any Routine Maternity Care Expenses) for emergency delivery and/or complicated delivery expenses provided that such expenses are certified by the treating Doctor as being incurred as a result of an emergency delivery and/or complicated delivery.

EMERGENCY DENTAL EXPENSES means charges made by a Dentist for emergency dental treatment necessary to restore or replace sound natural teeth lost or damaged as a result of an Injury to resolve acute, spontaneous and unexpected onset of pain only. Such treatment shall be deemed by Us as non-routine.

GENERAL DENTAL EXPENSES 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.

HOME NURSING EXPENSES means charges incurred for the treatment, at the Insured Person's home, 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.

INPATIENT MEDICAL CARE means all treatment of an Injury or Sickness provided to an Insured Person by a Doctor in a Hospital, and which is not more specifically defined within this Policy.

INPATIENT PRESCRIBED MEDICINES means medicines which have been prescribed to an Insured Person by a Doctor inside a Hospital for the treatment of an Injury or Sickness.

NEWBORN CHILD CONGENITAL DEFECT EXPENSES means necessary medical expenses incurred for the treatment of a congenital defect (physical, mental or biochemical) and shall apply only when administered to a newborn child who is eligible for cover under Maternity expenses under the Table of Benefits.

NEW BORN CHILD EXPENSES means charges for the routine care of a new born child from birth up to six (6) months of age.

OPTICAL EXPENSES means charges for spectacles and/ or contact lenses as prescribed by the treating Doctor or Specialist.

OUTPATIENT MEDICAL CARE means all treatment of an Injury or Sickness which is provided to an Insured Person by a Doctor outside of a Hospital and which is not more specifically defined within this Policy.

OUTPATIENT PRESCRIBED MEDICINES means medicines which have been prescribed to an Insured Person by a Doctor outside of a Hospital for the treatment of an Injury or Sickness.

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.

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 as a result of an Injury or Sickness.

ROUTINE MATERNITY CARE EXPENSES 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.

SPECIAL DENTAL EXPENSES means charges made by a duly qualified oral surgeon or Dentist for root treatment, endodontic treatment, oral surgery, anaesthetic services, periodontal surgery, interceptive orthodontic services, installation of and repairs to crowns and bridges, new dentures, dental repairs and remodelling and other Specialist and orthodontic services.

Conditions Applying to Section 1

1. If the Insured Person suffers a Serious Injury or Serious Sickness whilst expatriated which requires their return to their Country of Residence, We will pay Medical & Additional Expenses described in the Table of Benefits on page 10 up to the maximum sum insured shown on the Policy 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 by this Policy.

Exclusions Applying to Section 1

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable for expenses relating to:

1. any cosmetic, elective or plastic surgery (except to the extent that is necessary for the cure or alleviation of an Injury to the Insured Person);
2. any 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
6. 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 and/or Woodina Assist.

Section 2 – Medical and Emergency Evacuation Expenses

We will pay 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 Woodina Assist and obtains a written certification by the attending Doctor stating that the Insured Person is suffering an Injury or Sickness 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 Expenses during any one (1) Period of Insurance shall be the amount stated on the Policy Schedule under Section 2 – Medical & Emergency Evacuation Expenses.

We will pay the following items up to the maximum amount shown on the Policy Schedule under Section 2 – Medical & Emergency Evacuation Expenses:

1. Medical and Emergency Evacuation Expenses.

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.

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.

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.

Where an Insured Person is medically evacuated and requires an escort and this is certified by the Insured Person's attending Doctor and Woodina Assist as medically necessary, the additional airfare (economy fare where possible) of one (1) adult to accompany such Insured Person.

Expenses include return economy airfare charges if the Insured Person returns directly to their Country of Domicile following medical evacuation.

2. Pre-hospitalisation and Post-hospitalisation Accommodation Expenses.

That is, charges incurred for pre-hospitalisation and post-hospitalisation accommodation expenses up to a maximum of \$250 per day and for a period of no more than twenty (20) days, where certified by the Insured Person's attending Doctor, Woodina Assist and the Hospital as medically necessary, for the purpose of waiting for medical test(s) or examination results. The maximum amount payable shall be \$5,000.

3. Accompanying Person's Accommodation expenses.

That is, charges incurred by the accompanying person for hotel and accommodation expenses up to a maximum of \$250 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 \$5,000.

4. En-route Accommodation Expenses.

That is charges not recoverable from the airline for hotel accommodation up to \$250 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 \$5,000.

Conditions Applying to Section 1 and Section 2

1. Woodina Assist must be promptly advised of any potential claim under this Section.
2. The Insured and/or the Insured Person and/or anyone undertaking arrangements on the Insured or Insured Person's behalf must not attempt to resolve issues encountered without first contacting Woodina Assist or it may prejudice reimbursement of expenses.
3. Where Woodina Assist provide emergency medical assistance to any person not insured under this Policy, the Insured shall reimburse Us for all costs incurred.
4. All decisions as to the means of evacuation transport and/or the destination of repatriation will be made by Woodina Assist and will be based solely on medical necessity.

Exclusions Applying to Section 1 and Section 2

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable for any expenses;

1. recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance); or

incurred after the Insured and/or the Insured Person, or any of the Insured and/or Insured Person's representatives refuse to follow the instruction and directions of Woodina Assist.

Section 3 – Woodina Assist Emergency Assistance Services

If, during the Period of Insurance, and whilst on a Journey, an Insured Person requires assistance in the event of a medical or other emergency, the Insured Person has access to Woodina Assist.

Woodina Assist is an emergency assistance service that is available free of charge to an Insured Person 24 hours a day, 7 days a week and is accessible from anywhere in the world by calling +61 2 9299 5390 (by reverse charge if required) or by email assist@fullertonhealthcs.com.au.

With Woodina's approval, Woodina Assist can provide assistance to an Insured Person with services including;

1. access to Doctors for emergency assistance and advice;
2. arranging emergency medical evacuation as a direct result of an Injury or Sickness of an Insured Person, including Accompanying medical escort as deemed necessary;
3. arranging for an Accompanying person to travel with and/or remain with an Insured Person who has suffered an Injury or Sickness;
4. the remittance of any payment guarantees and insurance verification to hospitals;
5. repatriation of an Insured Person to a more suitable medical facility or back to their Country of Residence after suffering an Injury or Sickness; and

6. medical monitoring.
7. In accepting the services of Woodina Assist, the Insured and the Insured Person acknowledge that the Insured Person's attending physician has the ultimate responsibility for the care and treatment of the Insured Person. Woodina Assist can only provide such assistance as the Insured Person's attending physician believes to be in the Insured Persons' interest.

Section 4 – Personal Accident & Sickness

Personal Accident

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Accident which directly results in an Injury We will pay the benefit amount in accordance with the Table of Events shown under Parts A, B, C, D and/or E, below. However, the Event arising from an Accident, must occur within twelve (12) months of the Accident giving rise to the Injury.

Sickness

If during the Period of Insurance, and whilst on a Journey, an Insured Person suffers a Sickness, We will pay the corresponding amounts shown in the Table of Events under Part C;

Definitions applying to Section 4

ACCIDENTAL DEATH means the death of an Insured Person as a result of an Accident.

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

EVENT(S) means the Event(s) described in the relevant Table of Events set out in Section 4 of the Policy.

FINGERS, THUMBS OR TOES mean the digits of a Hand or Foot.

FOOT means the entire foot below the ankle.

HAIRLINE FRACTURE means mere cracks in the bone.

HAND means the entire hand below the wrist.

LOSS means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;

and which in each case is caused by an Injury.

LIMB(S) means the entire limb between the shoulder and wrist or between the hip and ankle.

OTHER FRACTURE means any fracture other than a Complete Fracture, Hairline Fracture or Simple Fracture.

PARAPLEGIA means the Permanent loss of use of both legs and the Permanent loss of use of the whole of or part of the lower half of the body.

PERMANENT means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

PERMANENT TOTAL DISABLEMENT means total disablement which is Permanent and is as a result of an Accident and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

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

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.

TEMPORARY PARTIAL DISABLEMENT means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

TEMPORARY TOTAL DISABLEMENT means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

TOOTH/TEETH means a sound and natural permanent tooth but does not include first or milk teeth, dentures and implants.

Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 4, Part A – Lump Sum Benefits.

Table of Events

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all Limbs	100%
5. Loss of sight of one (1) or both eyes	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Loss of use of lens of: a) both eyes b) one (1) eye	100% 60%
9. Loss of hearing of: a) both ears b) one (1) ear	80% 30%
10. Burns: a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body b) second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60% 30%
11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total loss of use of four (4) Fingers of either Hand	50%
13. Permanent total loss of use of the Thumb of either Hand; a) both joints b) one (1) joint	40% 20%

14.	Permanent total loss of use of Fingers of either Hand a) three (3) joints b) two (2) joints c) one (1) joint	20% 15% 10%
15.	Permanent total loss of use of Toes of either Foot; a) All – one Foot b) great – both joints c) great – one joint d) other than great Toe – each Toe	15% 5% 3% 1%
16.	Fractured leg or patella with established non-union	10%
17.	Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18.	Shortening of leg by at least five (5) centimetres	10%
19.	Permanent partial disablement not otherwise provided for under Events 8b) – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8b) to 18.

Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 4, Part B – Weekly Benefits – Injury.

Events
<p>20. Temporary Total Disablement From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 4, Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.</p>
<p>21. Temporary Partial Disablement From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 4, Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule. Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.</p>

Part C – Weekly Benefits – Sickness

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 4, Part C.

Events
<p>22. Temporary Total Disablement</p> <p>From the date Temporary Total Disablement as a result of Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 4, Part C – Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.</p>
<p>23. Temporary Partial Disablement</p> <p>From the date Temporary Partial Disablement as a result of Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 4, Part C – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule.</p> <p>Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 22.</p>

Part D – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 4, Part D – Injury resulting in Fractured Bones.

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part D – Injury Resulting in Fractured Bones.
24. Complete Fracture of neck, spine or skull	100%
25. Hip	75%
26. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
27. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
28. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
29. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
30. Nose or collarbone	25%
31. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
32. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown on the Policy Schedule against Section 4, Part D – Injury resulting in Fractured Bones.

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 Policy Schedule against Part D – Injury Resulting in Fractured Bones or \$3,000, whichever is the greater.

Part E – Injury Resulting in Loss or Damage to Teeth

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 4, Part E – Injury Resulting in Loss or Damage to Teeth.

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part E – Injury Resulting in Loss or Damage to Teeth.
33. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
34. Chipped or broken Teeth requiring partial capping	50% (maximum of \$250 per Tooth)

Conditions Applying to Section 4

1. If an Insured Person suffers an Injury resulting in any one of Events 2 to 8.a), no further benefits will be payable under Section 4 – Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Injury in which case the highest benefit will be paid.
3. Weekly Benefits shall not be payable:
 - a) in excess of the maximum benefit period, as specified on the Policy Schedule, in respect to any one Injury or Sickness;
 - b) for the Waiting Period;
 - c) beyond the date of the Insured Person's death;
 - d) once the Insured Person is deemed fit to return to work by a Doctor;
 - e) for more than one (1) of Events 20 and/or 21 or Events 22 and/or 23 that occur during the same period of time;
 - f) if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
 - g) during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as, but not limited to, obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
4. Any benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
5. We may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however, if the Insured Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
6. If an Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply and the total benefit period shall not exceed the maximum benefit period, as specified on the Policy Schedule, inclusive of the benefit already received.

If the Insured Person has worked on a full-time unrestricted basis for at least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness. A new Waiting Period and a new maximum benefit period as specified on the Policy Schedule shall apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work

for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.

7. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers total disablement after returning to work.
8. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
9. Subject to Advanced Payment referred to under Section 9 –Additional Wellbeing, Weekly Benefits shall be payable fortnightly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
10. All benefits payable under Section 4 shall be to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
11. With respect to Section 4 – Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum Lump Sum benefit stated on the Policy Schedule for the category applicable to such an Employee. If cover also applies to a Spouse/ Partner and/or Dependent Children who are not in receipt of a Salary, the benefit payable under Section 4 – Part A – Lump Sum Benefits is \$250,000.
12. With respect to Section 4 – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to 10% of the sum insured shown on the Policy Schedule under Event 1 – Accidental Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated on the Policy Schedule or \$250,000.
13. The amount of any benefit payable for Temporary Total Disablement and 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 any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown on the Policy Schedule and/or the Salary of the Insured Person.
14. If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 22 and/or 23 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctors certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to 30% of the amount payable for Event 20 and/or 22.
15. All benefits shall be payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
16. Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
17. Should a benefit be payable under this Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.

Exclusions Applying to Section 4

In addition to the General Exclusions applying to all Sections of this Policy, We will not be liable to pay loss, cost or expense arising or attributed to;

1. any claim for Events 20 and/or 21 or Events 22 and/or 23 which are in any way attributed to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom.
2. A Journey undertaken against the advice of a Doctor or when the Insured Person is unfit to travel or if the purpose of the Journey is to enable the Insured Person to seek medical treatment for a Pre-existing condition.

Section 5 – Baggage, Portable Electronic Equipment & Money

Deprivation of Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an Insured Person's accompanying Personal Baggage is delayed, misdirected or temporarily misplaced by any transport carrier for more than eight (8) consecutive hours, We will pay reasonable expenses incurred by an Insured Person up to the amount stated on the Policy Schedule against Section 5 – Deprivation of Personal Baggage, for the emergency replacement of essential clothing and toiletries.

Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Baggage, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule against Section 5 – Personal Baggage.

Personal Money & Travel Documents

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Money and/or Travel Documents, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule Section 5 – Personal Money & Travel Documents.

Portable Electronic Equipment

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Portable Electronic Equipment, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule against Section 5 – Portable Electronic Equipment.

Definitions applying to Section 5

BUSINESS PROPERTY means office equipment, business documentation, stationery and other instruments belonging to the Insured which are used for business purposes.

PERSONAL BAGGAGE means personal property of the Insured Person and includes Business Property belonging to the Insured or an Insured Person or for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

PERSONAL MONEY means the Insured Person's personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or money order or other negotiable instruments.

PORTABLE ELECTRONIC EQUIPMENT means any personal and/or business computers (including laptops, notebooks and tablets), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature as deemed by Us to be electronic, for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

TRANSIT means the period of time starting from when the Insured Person departs their Country of Residence to travel directly to their Country of Domicile (or from when the Insured Person departs their Country of Domicile to travel directly to their Country of Residence) and ceases from the earlier of:

1. the inception date of any other policy of insurance that covers Personal Baggage and/or contents in the Country of Domicile (or Country of Residence); or
2. ninety (90) days from the date of departure.

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

Conditions applying to Section 5

1. The Insured Person must take all reasonable precautions for the supervision and safety of any Personal Baggage, Business Property, Personal Money, Portable Electronic Equipment and Travel Documents.
2. The Insured Person must report all loss or damage attributed to theft, vandalism, or loss or damage caused by a carrier to the appropriate authorities and obtain a written acknowledgement of the report.
3. The Insured Person must report all loss of credit cards, personal cheques, traveller's cheques or travel documents to the issuing authority as soon as possible, and effect appropriate cancellation measures.
4. The maximum amount We will indemnify the Insured in respect of loss arising from the unauthorised or fraudulent use of money and travel documents is five thousand dollars (\$5,000).

5. All claims must be supported by written confirmation from the transport carrier responsible for the Deprivation of Personal Luggage or Loss of Personal Luggage.
6. All claims for the purchase of emergency replacement of clothing and toiletries under Deprivation of Personal Baggage must be supported by receipts for the replacement items.
7. In respect of Business Property held for the purpose of a Journey, cover will commence at the time of collection from the Insured Person's normal place of work or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is returned to the Insured Person's normal place of work, whichever occurs first.
8. In respect of Personal Money held for the purpose of a Journey, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy- two (72) hours after termination of the Journey or until it is deposited at a financial institution, whichever occurs first.
9. The maximum amount We will pay for any one item, set or pair of items is 50% of the amount shown on the Policy Schedule against Section 5 – Baggage, Portable Electronic Equipment & Money, or ten thousand dollars (\$10,000), whichever is the greater.

Exclusions applying to Section 5

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. The first amount shown as the Excess stated in the Policy Schedule;
2. loss or damage arising from confiscation or destruction by customs or any other lawful authority;
3. loss or damage arising from electrical or mechanical breakdown or derangement of any item;
4. scratching or breaking of fragile or brittle articles, if as a result of the negligence of the Insured and/or the Insured Person;
5. damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
6. theft or attempted theft which occurs while Portable Electronic Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where the Insured and/or Insured Person has no option other than to leave the Portable Electronic Equipment unattended due to an emergency medical, security or evacuation situation);
7. loss or damage which occurs whilst Portable Electronic Equipment is carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless accompanied by an Insured Person as personal cabin luggage. This exclusion will not apply in circumstances where the Insured and/or the Insured Person is prohibited from carrying the Portable Electronic Equipment as personal cabin luggage. Where the Insured Person is so prohibited, the Portable Electronic Equipment must be securely locked away within the Insured Person's checked in luggage;
8. contractual obligations in relation to a mobile phone or tablet computer;
9. amounts recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance);
10. Personal Baggage, Personal Money, Travel Documents and Portable Electronic Equipment shipped under any freight agreement, or items sent by postal or courier services; or
11. loss due to depreciation or devaluation of currency.
12. Loss of or damage to hired clothing and hired equipment of any kind;
13. Financial loss due to exchange rates or through errors or omissions in transactions or purchases.

Section 6 – Kidnap, Ransom, Extortion, Hijack & Detention

Kidnap, Ransom & Extortion

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is Kidnapped or allegedly Kidnapped or the subject of Extortion outside of their Country of Residence and Country of Domicile, We will reimburse the Insured for Extortion or Ransom Monies paid up to the sum insured shown on the Policy Schedule against Section 6 – Kidnap, Ransom & Extortion.

We will also pay the Insured up to the amount shown on the Policy Schedule against Section 6 – Kidnap, Ransom & Extortion for:

1. loss caused by the destruction, disappearance, confiscation or seizure of property or other consideration intended as Extortion or Ransom Monies for a Kidnapping or Extortion insured hereunder, whilst the Extortion or Ransom Monies are being delivered to the person or group believed to be responsible for the Kidnap or Extortion by a person with the authority of the Insured or an Insured Person to make such delivery;
2. the amount paid by the Insured or an Insured Person for Other Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. the actual, necessary and reasonable expenses of engaging independent security consultants with the exclusive function of investigating a Kidnap, recovering or negotiating the release of a Kidnapped Insured Person, or paying any Extortion or Ransom Monies, provided that We have given Our prior written consent to the use of such consultants.

We will also pay the Insured the actual, necessary and reasonable external expenses to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise their business and corporate image, up to a maximum of fifteen thousand dollars (\$15,000) for any one Kidnap, Extortion or Extortion Threat. These expenses must be directly in connection with a Kidnap, Extortion or Extortion Threat and incurred within twenty- one (21) days thereof.

The maximum amount payable for all benefits listed above shall not exceed the amount shown on the Policy Schedule against Section 6 – Kidnap, Ransom & Extortion.

Hijack & Detention

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is outside of their Country of Residence and is Detained for a minimum of twelve (12) continuous hours:

1. as a result of the Common Carrier Conveyance in which they are travelling being Hijacked; or
2. by any government, state or lawful authority without being ultimately convicted of breaking the law of any country or state;

We will pay the Insured the daily amount shown on the Policy Schedule against Section 6 – Hijack & Detention, for each twenty four (24) hour period of continuous Detention, up to the maximum period shown on the Policy Schedule against Section 6 – Hijack & Detention.

We will also pay the Insured the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000) as a result of the Insured Person being falsely arrested or wrongfully Detained outside of their Country of Residence.

Definitions applying to Section 6

COMMON CARRIER CONVEYANCE means an aircraft, vehicle, train, vessel or other public transportation which is duly licensed to carry fare paying passengers.

DETAINED means restraint by way of custody or confinement against the will of an Insured Person.

EXTORTION/EXTORTION THREAT means intimidation by threat or a series of threats to Kidnap or inflict harm upon any Insured Person or their Accompanying Close Relative.

RANSOM MONIES means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion, to a person believed to be responsible for the Kidnap or Extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

HIJACK/HIJACKED means the unlawful seizure or wrongful exercising of control of a Common Carrier Conveyance.

KIDNAP/KIDNAPPED/KIDNAPPING means the illegal abduction and holding hostage of any Insured Persons for the purpose of demanding Extortion or Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

OTHER EXPENSES means:

1. a reasonable payment made by the Insured to a person providing information not otherwise available which leads to the arrest and conviction of the individual(s) responsible for a Kidnap or Extortion Threat insured hereunder;
2. reasonable and customary interest costs for any loan taken by the Insured Person or the Insured from a financial institution in order to pay Extortion or Ransom Monies;
3. reasonable and customary travel and accommodation expenses incurred by the Insured Person or the Insured as a result of a Kidnap or Extortion;
4. the salary which the Insured continues to pay an Insured Person who has been the subject of a Kidnap or Extortion, provided that coverage will only apply at the salary level in effect prior to the Kidnap or Extortion;
 - a) for up to sixty (60) days after the release of the Insured Person from a Kidnap;
 - b) until discovery of the death of the Insured Person;
 - c) for up to one hundred and eighty (180) days after the Insured receive the last credible evidence that the Insured Person is still alive; or
 - d) for up to sixty (60) months from the date of the Kidnap, if the Insured Person has not been released;
5. wage or salary payments made by the Insured for a temporary replacement Employee to perform the duties of an Insured Person who is Kidnapped, for a period up to thirty (30) days after the release of the Insured Person, but not exceeding sixty (60) months from the initial date of the Kidnap;
6. the travel costs of a replacement Employee to perform the business duties of the Kidnap victim, limited to an economy fare and payable once per replacement Employee per Kidnap;
7. Personal Financial Loss to an Insured Person on account of an inability to attend to personal financial matters due to their Kidnapping;
8. reasonable travel costs of the Insured Person who is the victim of a Kidnap to join their family upon their release;
9. reasonable and customary fees and expenses of a qualified interpreter assisting the Insured or an Insured Person in the event of a Kidnap or Extortion;
10. reasonable medical, psychiatric, and legal expenses incurred by an Insured Person, with Our prior written consent, for a period of twelve (12) months following their release from a Kidnap; and
11. any other reasonable expenses incurred by the Insured, with Our prior written consent, in resolving a Kidnap or Extortion insured hereunder.

PERSONAL FINANCIAL LOSS means but is not limited to, pecuniary loss incurred by an Insured Person resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.

Conditions applying to Section 6

1. The Insured and Insured Persons shall make a reasonable effort not to disclose the existence of this insurance.

Exclusions applying to Section 6

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any loss resulting from the surrender of money, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such monies or property are being held or delivered for the sole purpose of paying Extortion or Ransom Monies;
2. the Kidnap or Extortion of an Insured Person occurring in their Country of Residence or Country of Domicile or a country where they have been living for more than one hundred and eighty (180) consecutive days at

- the time the Kidnap or Extortion occurs;
3. any fraudulent, dishonest or criminal act committed by the Insured, an Insured Person or any person the Insured or an Insured Person authorises to be in possession of Extortion or Ransom Monies;
 4. any claim with respect to a kidnapping in Mexico, Central or South America or the Philippines;
 5. any loss resulting from War, Civil War or Terrorism that was in existence prior to the Insured Person entering the country or which was foreseeable to a reasonable person before the Insured Person entered the country.

Section 7 – Personal Liability

If, during the Period of Insurance, and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either:

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

and such bodily injury or damage is caused by an Accident outside of the Insured Person's Country of Residence and Country of Domicile, We will indemnify the Insured Person up to the amount shown on the Policy Schedule against Section 7 – Personal Liability:

- a) against all such damages; and
- b) all legal costs and expenses which are recoverable by a claimant from the Insured Person and/or incurred with Our written consent in the investigation or defence of any claim.

An Excess of \$1,000 shall apply to each and every claim.

Conditions applying to Section 7

1. No admission, offer, promise, payment or indemnity shall be made by the Insured or the Insured Person without Our written consent.
2. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall 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 on the Policy Schedule against Section 7 (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 shall 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.
4. We will have full discretion in the handling of all proceedings.

Exclusions applying to Section 7

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable in respect of;

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the Insured;
2. loss of or damage to property belonging to or held in trust by or in the care, custody or control of the Insured, an Insured Person or any of the Insured's Employees;
3. injury, loss or damage caused directly or indirectly 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 the Insured or an Insured Person;
4. injury, loss or damage to property caused by or arising from;
 - a) the nature of products sold by the Insured or an Insured Person.
 - b) advice furnished by the Insured or by an insured Person.
 - c) the conduct of the Insured's business, trade or profession.

5. 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 sexually transmitted or transmissible disease; or infection or virus of any sort emanating from a sexually transmitted or transmissible disease.
8. any liability arising out of ownership, possession, custody or use of any firearm.

Section 8 – Political Unrest & Natural Disaster Evacuation

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is in a country outside of their Country of Residence and Country of Domicile and:

1. officials in that country recommend that certain categories of persons, which categories include the Insured Person, should leave that country;
2. the Australian government, through its Department of Foreign Affairs and Trade, issues a Consular Travel Warning recommendation that certain categories of persons, which categories include the Insured Person should leave that country;
3. an Insured Person is expelled or declared persona non grata in that country;
4. there is wholesale seizure, confiscation or expropriation of the Insured's or the Insured Person's property, plant or equipment in that country; or
5. a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the Insured Person in order to avoid risk of Injury or Sickness;

We will pay the actual, necessary and reasonable expenses incurred:

1. to return the Insured Person to their Country of Residence or the nearest place of safety using the most reasonably available method of transport, provided that prior approval has been obtained by Woodina Assist, up to the maximum sum insured shown on the Policy Schedule against Section 8 – Political Unrest & Natural Disaster Evacuation; and
2. for reasonable accommodation costs for up to twenty-one (21) days if the Insured Person is unable to return to their Country of Residence, provided that prior approval has been obtained by Woodina Assist, up to the maximum sum insured shown on the Policy Schedule against Section 8 – Political Unrest & Natural Disaster Evacuation.

Conditions applying to Section 8

1. If the Insured Person is required to leave the country they are in, Woodina Assist must be contacted beforehand to confirm cover. Where possible Woodina Assist will make the travel arrangements and, in all cases, Woodina will decide where to send the Insured Person.

Exclusions applying to Section 8

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to;

1. the Insured Person violating the laws or regulations of the country they are in;
2. the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
3. any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
4. failure of the Insured or the Insured Person to honour any contractual obligation or bond or to obey any conditions in a licence;
5. the Insured Person being evacuated from their Country of Residence and Country of Domicile;
6. evacuation of an Insured Person who is a national of the country from which they are to be evacuated;

7. the political unrest or natural disaster that resulted in the Insured Person's evacuation being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country; or
8. War, Civil War or natural disaster that was in existence prior to the Insured Person entering the country or which was foreseeable to a reasonable person before the Insured Person entered the country.

Section 9 – Additional Wellbeing

Accidental HIV Infection Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person accidentally contracts the Human Immunodeficiency Virus (HIV) Infection;

1. as a direct result of Injury caused by a violent and physical bodily assault by another person on the Insured Person during the Period of Insurance and whilst they are an Insured Person; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an Insured Person's Injury or Sickness suffered whilst they are on a Journey during the Period of Insurance;

We will pay the amount stated on the Policy Schedule under Section 9 – Additional Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to Woodina and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the Insured Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

Advanced Payment

If an Insured Person sustains an Injury or Sickness for which benefits are payable under Section 4 – Personal Accident & Sickness – Events 20 or 22, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

Coma Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person sustains an Injury which directly causes or results in a continuous unconscious state and the Insured Person or the Insured Person's legal representative presents Woodina with a written opinion of a Doctor that verifies that the Injury caused the Insured Person to be in such a continuous unconscious state, We will pay the daily amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

Court Attendance Benefit

If, during the during the Period of Insurance, the Insured Person is required to attend court in connection with an event that has resulted in a valid claim under Section 7 – Personal Liability, We will pay one hundred dollars (\$100) per day for each day the Insured Person attends court, up to a maximum of one thousand dollars (\$1,000) in total, per Insured Person.

Dependent Child Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers an Accidental Death, We will pay the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated on the Policy Schedule.

Domestic Help Benefit

If, during the Period of Insurance, and whilst on a Journey, the Accompanying Spouse/Partner of the Insured Person who is a non-income earner sustains an Injury or Sickness for which a benefit would be payable under Section 4, Events 20 and/or 21, or Events 22 and/or 23 and a Doctor certifies that they are unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing– Domestic Help Benefit, provided that the domestic help is not carried out by the Insured Person or their Close Relatives, nor a person permanently residing with the Insured Person.

Emergency Return Home Benefit

If during the Period of Insurance and after the Insured Person's Effective Date of Coverage, in the event of the unexpected death of the Insured Person's Close Relative or in the event of them suffering a Serious Injury or Serious Sickness, necessitating the Insured Person returning to their Country of Residence, then subject to prior approval being obtained from Us and/or Woodina Assist, We will pay reasonable travel and accommodation expenses incurred in returning the Insured Person to their Country of Residence, up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Emergency Return Home Benefit.

Escalation of Claim Benefit

After payment of a benefit under Section 4 – Personal Accident & Sickness – Events 20 and/or 21 or Events 22 and/or 23 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

Home Leave Benefit

If during the Period of Insurance and after the Insured Person's Effective Date of Coverage, an Insured Person returns to their Country of Residence, We will pay benefits afforded under Section 1 – Medical and Additional Expenses for a period not exceeding thirty (30) consecutive days any one stay and sixty (60) days in aggregate any one Period of Insurance, provided always that the payment of such expenses is permissible by laws applicable in that country. If Your Country of Residence is not Australia, the maximum amount We will pay for all charges and expenses incurred in Your Country of Residence is \$50,000 or the remaining sum insured balance under Section 1 – Medical and Additional Expenses, whichever is the lesser.

Independent Financial Advice

If an Insured Person sustains an Injury for which benefits are payable under Section 4 – Personal Accident & Sickness, for Events 1 to 8.a), We will, at the request of the Insured, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an Insured Person or their Close Relative, up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

Modification Benefit

If, during the Period of Insurance an Insured Person sustains an Injury for which a benefit is paid under Section 4 – Personal Accident & Sickness, for Events 2 or 3, We will pay for costs necessarily incurred to modify the Insured Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/ or relocation is necessary.

Rehabilitation Benefit

On the occurrence of Events 20 and/or 21 or Events 22 and/or 23, under Section 4 – Personal Accident & Sickness, for which benefits are payable, We will pay for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Woodina's prior written agreement and is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown on the Policy Schedule against Section 9 – Additional Wellbeing – Rehabilitation Benefit.

Spouse/Partner Accidental Death Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person's Spouse/Partner (who is not Accompanying the Insured Person) suffers an Accidental Death, We will pay the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Spouse/Partner Accidental Death Benefit.

Spouse/Partner Retraining Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers an Injury for which a benefit is paid under Section 4 – Personal Accident & Sickness, Events 1 or 2, We will at the request of the Insured, pay up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Spouse/Partner Retraining Benefit, for the training or retraining of the Insured Person’s Spouse/Partner;

1. for the sole purpose of obtaining gainful employment;
2. to improve their potential for employment;
3. to enable them to improve the quality of care they can provide to the Insured Person;

Provided always that;

1. the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
2. the training is provided by a recognised institution with qualified skills to provide such training;
3. costs must be incurred within six (6) months of the payment of the benefit for Events 1 or 2 under Section 4 – Personal Accident & Sickness.

Student Tutorial Benefit

If, during the Period of Insurance, and whilst on a Journey, an Insured Person who is a full time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Student Tutorial Benefit.

Trauma Counselling Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act of, sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay up to the amount shown on the Policy Schedule against Section 9 – Additional Wellbeing – Trauma Counselling Benefit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an Insured Person or their Close Relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Insured Person.

Section 10 – Corporate Protection

Chauffeur Benefit

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 4 – Personal Accident & Sickness, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount shown on the Policy Schedule against Section 10 – Corporate Protection– Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

Corporate Image Protection

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains an Injury which a benefit is paid under Section 4 – Personal Accident & Sickness, Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the Insured’s corporate image, up to the amount shown on the Policy Schedule against Section 10 – Corporate Protection – Corporate Image Protection.

Personnel Replacement Benefit

If during the Period of Insurance and after the Insured Person’s effective Date of Coverage, an Insured Person, excluding Spouse/Partner or Dependent Children, Suffers a Serious Injury, Serious Sickness or dies, We will pay reasonable travel and additional temporary accommodation expenses incurred by the Insured for the sending of a qualified replacement employee to the Country of Domicile of the Insured Person to complete any urgent unfinished business commitments of the Insured Person, incurred up to the amount shown on the Policy Schedule against Section 10 – Corporate Protection – Personnel Replacement Benefit.

Repatriation & Funeral Expenses Benefit

If, during the Period of Insurance, and whilst on a Journey, an Insured Person dies, We will pay for the reasonable expenses incurred up to the amount shown on the Policy Schedule against Section 10 – Corporate Protection – Repatriation & Funeral Expenses Benefit, for:

1. the cost of returning the Insured Person's mortal remains and/or personal effects to the Insured Person's Country of Residence or a place nominated by the Insured Person's Spouse/Partner or the legal representative of the Insured Person's estate; and
2. the cost of the Insured Person's funeral, burial or cremation and associated expenses;

provided that Woodina and/or Woodina Assist are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

General Exclusions

The following general exclusions apply to all Sections of this Policy unless expressly stated as not applying by endorsement.

We will not be liable to pay loss, cost or expense arising from or attributable to:

1. an Insured Person engaging in or taking part in:
 - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
 - b) training for or participating in Professional Sport of any kind;
2. any self-injury, suicide or any illegal or criminal act committed by the Insured Person;
3. the Insured Person exceeding the lawful blood alcohol limit, including having a blood alcohol limit content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
4. any expenses or charges incurred after the Insured Person travelled against the advice of a Doctor or Specialist;
5. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
6. a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except to the extent that it is covered under Section 9 – Personal Wellbeing – Accidental HIV Infection Benefit;
7. sexually transmitted disease, infertility, sterilisation, abortion (unless certified as medically necessary by the attending Doctor or Specialist), Congenital Defects or abnormalities;
8. any Insured Person who is over seventy (70) years of age at the time of loss, Injury or Sickness;
9. War or Civil War, provided that this exclusion does not apply to Section 3 or Section 8, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism;
10. Terrorism, provided that this exclusion does not apply to Section 3. If We allege that a claim is not covered by this Policy, the burden of proving the contrary shall be upon You.
11. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
12. the Insured Person's voluntary exposure to unnecessary danger;
13. any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar Specialist;
14. 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 Woodina Assist;
15. Pre-Existing Medical Conditions as herein defined.

General Provisions

Aggregate limit of liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed the amount shown on the Policy Schedule against Aggregate Limit of Liability.

In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

Alteration of risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability, loss or Sickness.

Assistance and co-operation

The Insured and Insured Person shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's 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.

Cancellation

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed. We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth). Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured or Us, We will refund the Premium for the Policy less a pro-rata proportion of the Premium to cover the period for which insurance applied. However, We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

Cover in respect to an Insured Person will end on the earlier of:

- (a) the date the Insured Person no longer meets the criteria for an Insured Person set out in the Policy Schedule;
- (b) the end of the Period of Insurance; or
- (c) when this Policy is cancelled by the Insured at their request or by Us pursuant to the *Insurance Contracts Act 1984* (Cth).

Currency

All amounts shown on the Policy are in Australian dollars (AUD).

Due diligence

The Insured and Insured Person's must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

Fraudulent claims

If any Claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such Claim and You must pay back any benefit that we have already paid. If this happens, We will not refund any premium.

Notice of claim

The Insured or any person entitled to claim under this Policy must give Us or Our authorised agent written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

Fullerton Health Corporate Services

Level 10, 33 York Street

Sydney NSW 2000

E claims@fullertonhealthcs.com.au

T +61 (0)2 8256 1770

Other Insurance

In the event of a claim, the Insured or Insured Person must advise Us as to any other insurance that covers the same risk, that they are entitled to claim under or have access to.

Sanctions

We shall not provide cover and We shall not be liability to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Service of Suit

The Underwriters hereon agree that: -

(a) In the event of a dispute arising under the Policy, Underwriters at the request of the Insured 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.

(b) Any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Australia Ltd Level 9

1 O'Connell Street Sydney

NSW 2000

Australia

T +61 (0)2 8298 0700

F +61 (0)2 8298 0788

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on

Underwriters' behalf.

(c) If a suit is instituted against one of the Underwriters, all Underwriters hereon will abide by the final decision of such court or any appellate court.

Several liability notice

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

Subrogation

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each Insured Person or their legal representative to recover against any person or entity and You and the Insured Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

Takeover Provision

With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-Existing Medical Condition and General Exclusion 15 which may otherwise have applied.