

Expatriate Medical Insurance Product Disclosure Statement and Policy Wording

Date of preparation: 22 September 2021

Effective date: 24 September 2021

360EMPDSV321



360 Accident & Health Pty Ltd **ABN** 25 623 247 978 is an Authorised Representative (**AR** 1262596) of
360 Underwriting Solutions Pty Ltd **ABN** 18 120 261 270, **AFSL** 319181
Suite 3, Level 18, 201 Kent Street, Sydney, NSW 2000

Table of Contents

CONSUMER INSURANCE CONTRACT OPT IN NOTICE 2

- + YOUR DUTY TO TAKE REASONABLE CARE
NOT TO MAKE A MISREPRESENTATION TO US 2

PRODUCT DISCLOSURE STATEMENT (PDS) 3 – 8

- + ABOUT 360 ACCIDENT AND HEALTH PTY LTD 3
- + ABOUT THE INSURER 3
- + GENERAL INSURANCE CODE OF PRACTICE 3
- + WHAT IS A PRODUCT DISCLOSURE
STATEMENT (PDS)? 3
- + GENERAL ADVICE 3
- + EXPATRIATE MEDICAL INSURANCE 3
- + SUMMARY OF THE BENEFITS OF THE
EXPATRIATE MEDICAL POLICY 4
- + THE COST OF THIS INSURANCE 4
- + PAYING YOUR PREMIUM 4
- + EXCESSES 4
- + HOW TO APPLY FOR EXPATRIATE INSURANCE 5
- + CANCELLING YOUR POLICY 5
- + YOUR COOLING-OFF PERIOD 5
- + MAKING A CLAIM 5
- + CLAIM OFFSET 5
- + PRIVACY STATEMENT 5
- + GENERAL INSURANCE CODE OF PRACTICE 6
- + COMPLAINTS AND DISPUTES 6
- + SEVERAL LIABILITY 7
- + WHEN AN INSURED PERSON CAN
ACCESS THE POLICY 7
- + SANCTIONS 8

- + OTHER INSURANCE 8
- + ALTERATION OF RISK 8
- + SERVICE OF SUIT 8
- + PREPARATION DATE 8
- + UPDATING THIS PDS 8

DEFINITIONS 9 – 11

POLICY WORDING 12 – 15

- + SECTION A – MEDICAL CARE AND
SERVICES EXPENSES 12
- + SECTION B – MEDICAL EVACUATION EXPENSES ... 13
- + SECTION C – ADDITIONAL BENEFITS UNDER
THE POLICY 14
- + GENERAL CONDITIONS APPLYING TO ALL
SECTIONS OF THE POLICY 14
- + GENERAL EXCLUSIONS APPLYING TO ALL
SECTIONS OF THE POLICY 14
- + GENERAL PROVISIONS UNDER THE POLICY 15

Consumer Insurance Contract Opt In Notice

This insurance is a consumer insurance contract.

Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

What is the duty?

All persons who will be insured covered by the insurance (referred to as **you, your**) have a legal duty to take reasonable care not to make a misrepresentation to **us**).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering **our** questions:

- + take reasonable care to make sure **your** answers are true, honest, up to date and complete in all respects. **You** may breach the duty if **you** answer without any care as to its truth or if **you** only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- + if another person is answering for **you**, **we** will treat their answers as yours. In such a case **you** should check the questions have been answered correctly on **your** behalf by them.

When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If **you** have made a statement and this changes before the end of the above relevant time **you** must tell **us** about this change before the time ends.

What happens if you breach the duty?

If **you** do not meet the duty, to the extent permitted by law, **we** may reject or not fully pay **your** claim. **We** may also, or as an alternative, cancel **your** insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- + the type of this consumer insurance contract and its target market;
- + explanatory material or publicity produced or authorised by **us**;
- + how clear, and how specific, any questions asked by **us** were;
- + how clearly **we** communicated to **you** the importance of answering those questions and the possible consequences of failing to do so;
- + whether or not an agent was acting for **you**; and
- + whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, **we** consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us** or go to 360uw.com.au

Product Disclosure Statement (PDS)



About 360 Accident and Health Pty Ltd

360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181**, is an underwriting agency committed to deliver solutions **you** want, service **you** expect by people **you** know to the Accident and Health Insurance Market.

360 Accident and Health has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

Our contact details are:

Suite 3, Level 18, 201 Kent Street
Sydney, NSW 2000
Telephone. 1800 411 580
Email. ah@360uw.com.au

About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973*. **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website <https://www.lloyds.com/investor-relations/ratings>

You should contact 360 Accident and Health in the first instance in relation to this insurance.

Lloyd's contact details are:

Lloyd's Australia
Level 9, 1 O'Connell Street,
Sydney, NSW 2000
Telephone. (02) 8298 0700

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit www.codeofpractice.com.au or alternatively **you** can request a brochure on the Code from **us**.

What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help **you** understand the cover offered under the **policy** and provide **you** with sufficient information to enable **you** to compare and make an informed decision about whether to purchase the **policy**. This PDS contains important information required under the *Corporations Act 2001* (The Act) about the **policy** including the **benefits** and conditions, **your** rights as a client and other things **you** need to know to make an informed decision.

You should read the **policy** wording section in this document and the **schedule** of this insurance to obtain a complete description of all the **benefits**, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **you** keep them in a safe place for future reference.

Certain words in this PDS and **policy** wording have special meanings that are set out in the definitions sections contained within this document.

General Advice

Any general advice contained within the **policy** wording, PDS or accompanying documents does not consider **your** or any **insured person's** personal situation, financial objectives, or needs.

Expatriate Medical Insurance

The **policy** provides for the payment of **benefits** if an **insured person** requires medical care, emergency medical evacuation and/or related expenses as provided for and outlined within this **policy** wording. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** Insurance Broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

Summary of the Benefits of the Expatriate Medical Policy

The **policy** has a number of **benefits**. Some of the significant **policy benefits** are listed below. For full details of all the **benefits** and limits of the **policy** you should read **your policy schedule** which outlines the sums insured, and the coverage sections and tables of **insured benefits** contained within the **policy** wording attached to this PDS.

Some of the significant **benefits** of the **policy** include:

- I. Inpatient and Outpatient **Medical Care and Services** and **Prescribed Medicines**;
- II. **Maternity and New Born Expenses**;
- III. **Dental** Expenses;
- IV. **Ancillary Expenses**;
- V. Medical Evacuation Expenses; and
- VI. Additional Benefits.

Please refer to the **policy** wording for details of **benefits** and conditions that apply.

Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no **benefits** are payable at all include where loss results from self-inflicted injury, illegal acts, the use of alcohol or drugs, **war** or **civil war**, an **insured person** piloting an aircraft, participating in or training for a **professional sport**, nuclear activity, AIDS, HIV, an **insured person's** refusal to follow **our** or 360 Assist instructions, charges for non-medical services, any expenses incurred after returning to **your country of residence** or a **pre-existing condition**.

There are also limitations on some **benefits**. It is important **you** read the **policy** wording together with the **schedule** so that **you** understand the extent of the cover and its limitations. **You** should specifically read the General Conditions and General Exclusions in the **policy** wording to make sure the cover **we** provide matches **your** expectations.

The Cost of this Insurance

The total amount **we** charge **you** for this **policy** is made up of:

- I. the premium, which is the amount **we** need to cover the risk **insured** under this **policy**, as calculated by **us**;
- II. **our** administration fee; and
- III. any applicable taxes and government charges.

The premium and applicable taxes and government charges will be shown on **your** tax invoice.

When calculating **your** premium, **we** take a range of rating factors into account. These factors, and the degree to which they affect **your** premium, will depend upon the information **you** provide to **us**.

The following factors have a significant impact on **our** calculation of **your** premium:

- I. the sums insured;
- II. the **insured person's** medical history, age and claims history;
- III. any restrictions or extensions to the **policy** cover; and
- IV. **your** previous insurance and claims history.

Paying your Premium

You must pay **your** premium on time otherwise, **your policy** may not operate.

If **you** have not paid by the due date or **your** payment is dishonoured, **we** may cancel **your policy**, in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)* and **you** may not be able to make a claim.

If a claim is made on the **policy** while any premium is outstanding, **we** have the right, to the fullest extent permitted at law, to treat the **policy** as never having been in force or agree in **our** absolute discretion to accept the claim subject to payment of the premium, or deduction of any claim payment from the premium due, or **we** may deduct any outstanding premium from the claim payment.

Non-Payment of Premium

You must pay **your** premium within the agreed credit terms otherwise **your policy** may not be in force. If **you** do not pay **your** premium on time by the due date or **your** payment is dishonoured, this **policy** will not come into force and **we** may, in accordance with **our** rights at law, including under the *Insurance Contracts Act 1984 (Cth)*:

- I. lapse the **policy**;
- II. decline any claim under the **policy**.

Excesses

If **you** or an **insured person** makes a claim under the **policy**, **you** may be required to pay an excess or wait for a specified period of time before a **benefit** is payable. This is the amount **you** must first contribute towards each claim.

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

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

How to Apply for Expatriate Insurance

To apply for the **policy** you will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with **us**. They will then approach **us** to provide you with a quotation.

Cancelling your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing. Should **you** cancel **your policy**, **we** shall retain a pro rata proportion of the premium for the time the **policy** has been in force and unless **you** purchased the **policy** through an Insurance Broker, will pay any premium refund due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). **You** will not receive any refund if **you** have made a claim or a claim is forthcoming against the **policy** prior to cancellation.

We may cancel this **policy** in the circumstances prescribed by Section 60 of the *Insurance Contracts Act (Cth) 1984*.

Your Cooling-Off Period

You have the right to return the **policy** to **us** within twenty-one (21) days from the date the **insurance period** commences ("cooling-off period") unless a claim is made under the **policy** within this period.

If **you** return the **policy** during the cooling-off period, **we** will refund the full amount of the premium less any taxes or duties payable and unless **you** purchased the **policy** through an Insurance Broker, will pay the amount due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). The **policy** will be terminated from the date **we** are notified of a request to return it. To return the **policy**, **we** must be notified in writing within the cooling-off period.

This can be done by contacting **us** using the contact details found at the back of this PDS, or **your** Insurance Broker.

Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, **you** should notify **us** in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the **insurance period**. **You** should ensure **you** include **your policy** number in this correspondence.

You must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require. **We** may at **our** own expense have any **insured**, who is the subject of a claim under this **policy**, medically examined from time to time.

Claim Offset

The **benefits** payable will be reduced by the amount of any other **benefit** the **insured person** is entitled to receive under any statutory Compensation Scheme or legislation or any insurance policy specifically covering the same risk, so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.

Privacy Statement

In this Privacy Statement the use of "**we**", "**our**" or "**us**" means 360 Accident and Health, its related bodies corporate, and the Insurers unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information **you** provide to **us**.

The *Privacy Act 1988 (Cth)* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of **your policy**;
- + compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- + whether the information or opinion is true or not;
- + whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given **us your** consent to collect, use and disclose **your** personal and sensitive information in order to provide **you** with the relevant services and/or products.

When **you** give **us** personal information about other individuals, **we** rely on **you** to have made or make the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, the

relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done or will not do either of these things, **you** must tell **us** before **you** provide the relevant personal information to **us**.

We disclose personal information to other parties and service providers whom **we** believe are necessary to assist **us** and them in providing the relevant services and/or products. For example, in handling claims, **we** may have to disclose **your** personal and other information to other parties and service providers such as **our** claim management partner, other Insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. **We** limit the use and disclosure of any personal information provided by **us** to them to the specific purpose for which **we** supplied it.

We may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America.

If **you** do not provide the personal information requested and/or do not provide **us** with **your** consent to the use and disclosure of **your** personal information as set out in this Privacy Statement, **your** insurance application may not be accepted, or **we** may not be able to administer **your policy**, or **you** may be in breach of **your** duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If **you** would like a copy of **our** Privacy Policies, would like to seek access to or correct **your** personal information, opt out of receiving materials **we** send, complain about a breach of **our** privacy or **you** have any query on how **your** personal information is collected or used, or any other query relating to **our** Privacy Policies, please contact **us**.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact **360 Accident and Health** or **your** claims handler in the first instance.

360 Accident & Health **ABN 25 623 247 978** is an Authorised Representative (**AR 1262596**) of 360 Underwriting Solutions Pty Ltd **ABN 18 120 261 270**, **AFSL 319181**.

Complaints Officer

360 Accident & Health

Email. ah@360uw.com.au
Telephone. 1800 411 580
Suite 3, Level 18
201 Kent Street
Sydney 2000

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within 10 business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

Lloyd's contact details are:

Lloyd's Australia Limited

Email. idraustralia@lloyds.com
Telephone. (02) 8298 0783
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone. 1800 931 678
Email. info@afca.org.au
GPO Box 3 Melbourne VIC 3001
www.afca.org.au

You complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If **you** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

The Underwriters accepting this Insurance agree that:

- I. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- II. any summons notice or process to be served upon the Underwriters may be served upon:

**Lloyd's Underwriters' General Representative
in Australia**

Suite 1603
Level 16
1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- III. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to: ah@360uw.com.au

Several Liability

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown on the **policy schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwrite this contract. The business address of each member is:

Lloyd's

One Lime Street
London, EC3M 7HA

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require, this should be read as a reference to contracts in the plural. The Insurers named hereon bind themselves each and for their own part and not one for another.

Each Insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that Insurer's name.

When an Insured Person can access the Policy

An **insured person** may only make a claim for **benefits** for which cover is available in accordance with the **policy** terms and conditions, limitations and exclusions.

An **insured person's insurance period** begins on the date the **insured person** is added to the **policy** by **us** at request of the policyholder and ends on the earlier of:

- + the time they cease to be an **insured person**;
- + the time the policyholder requests that such **insured person** no longer has access to **benefits** under the **policy**;
- + the date the **policy** ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).

We are not obliged to notify an **insured person** of termination of the **policy**.

Sanctions

We will not provide cover and we will not be liable to pay any claim or provide any **benefit** under this **policy** to the extent that the provision of such cover, payment of such claim or provision of such **benefit** would expose **us** or the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

Other Insurance

In the event of a claim, the **insured** and/or **insured person** must advise **us** if there are any other insurance policies that may be available to pay or partially pay that claim.

Alteration of Risk

You must tell **us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury liability or loss.

Service of Suit

The Insurers accepting this insurance agree that:

- + if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- + any summons, notice or process to be served upon the Insurers will be served upon:

**Lloyd's Underwriters' General Representative
in Australia**

Level 9, 1 O'Connell Street,
Sydney, NSW 2000
Telephone. 02 8298 0700

If a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such court or Appellate Court.

Preparation Date

This PDS was prepared on 22 September 2021.

Updating this PDS

Information in this PDS may need to be updated from time to time. **You** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker, should this PDS need to be updated **we** will provide **you** with a new PDS or a Supplementary PDS outlining these changes.

Definitions



Accident & Health

In the **policy** and PDS:

Accident means:

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **insurance period** and whilst the **person** is an **insured person**. The word **Accidental** shall be construed accordingly.

Ambulance Service Expenses means:

Charges for transportation in a medical emergency vehicle and/or aircraft of an **Insured Person** to a **Hospital**, including inter-**Hospital** transfers that are necessary because the original admitting **Hospital** does not have the required medical facilities. It does not mean transfers due to **Insured Person** preferences.

Ancillary Expenses means:

The list of ancillary expenses in the Table of **Insured Benefits** – Table 4.

Annual Aggregate Excess means:

The amount **we** will not pay in any one **insurance period** per single (an **insured person**), couple (an **insured person** and **spouse/partner**) or family (an **insured person**, **spouse/partner** and **dependent child(ren)**).

Benefit(s) means:

The benefits specified in Sections A, B and C of the **policy**.

Bodily Injury means:

A bodily injury resulting solely and directly from an **accident** and which occurs independently of any **sickness** or any other cause, where the bodily injury and **accident** both occur during the **insurance period** and whilst the **person** is an **insured person**. It does not mean a **sickness** or illness or disease; or any pre-existing physical, congenital or degenerative condition (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any bodily injury).

Civil War means:

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. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d'Etat, the consequences of martial law.

Country of Assignment means:

The country in which the **insured person** is temporarily residing on a foreign business assignment, to conduct business on behalf of the **insured** during the **insurance period**.

Country of Residence means:

The country of which the **insured person** is naturalized, a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **insured person** resident rights in such country).

Dental Expenses (General) means:

Charges made by a duly qualified oral surgeon or **dentist** for examinations, scaling and cleaning, dental filling and restorations, diagnostic services, x-rays, injections and extractions of teeth.

Dental Expenses (Special) means:

Charges made by a duly qualified oral surgeon or **dentist** for root treatment, endodontic treatment, oral surgery, anaesthetic services, 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.

Dentist means:

A dentist or **specialist** who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- I. the **insured**;
- II. the **insured person**;
- III. a **relative** of the **insured person**; or
- IV. an **employee** or director of the **insured**.

Dependent Child(ren) means:

The **insured person's** and their **spouse/partner's** unmarried children (including step or legally adopted children) who are under nineteen (19) years of age, and living with the **insured person**; or under twenty five (25) years of age and are a full-time student at an accredited institution of higher learning and in either case, are primarily dependent upon the **insured person** for their maintenance and support. This definition is also extended to include an **insured person's** unmarried children of any age whom permanently live with the **insured person** and are physically or mentally incapable of self-support.

Doctor means:

A doctor or **specialist** who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- I. the **insured**;
- II. the **insured person**;
- III. a **relative** of the **insured person**; or
- IV. an **employee** or director of the **insured**.

Effective Period of Cover means:

The date the **insured person** is added to the **policy** by **us** at request of the **insured** and ends on the earlier of:

- I. the time they cease to be an **insured person**;
- II. the time the **insured** requests that such **insured person** no longer has access to **benefits** under the **policy**; or
- III. the date the **policy** ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).

Cover in respect to an **insured person's spouse/partner** and/or **dependent child(ren)** will end on the earlier of:

- IV. the date insurance cover in respect of the applicable **insured person** is terminated in accordance with the above; or

- V. the date such **spouse/partner** and/or **dependent child(ren)** ceases to be a **spouse/partner** and/or **dependent child(ren)** of the **insured person**.

We are not obliged to notify an **insured person, spouse/partner** and/or **dependent child(ren)** of termination of the **policy**.

Emergency Assistance Company means:

360 Assist or any other emergency assistance company that we have agreed to pay the services of.

Emergency Medical Evacuation means:

The emergency transportation of an **insured person** to another location for the purposes of necessary and immediate medical treatment outside their **country of residence**, or the repatriation of the **insured person** to their **country of residence**, including the cost of any accompanying medical staff as recommended by a **doctor**. Any evacuation or repatriation must be organised by the **emergency assistance company** or with its prior written agreement.

Employee means:

Any **person** in the **insured's** service including directors (executive and nonexecutive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **insured's** behalf.

Home Leave means:

The period during which the **insured person** temporarily returns to their **country of residence**. Home leave is effective from the date of arrival of the **insured person** in their **country of residence** and ends upon their departure from their **country of residence** to return to their **country of assignment**.

Hospital means:

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

- I. has organised diagnostic and surgical facilities, either on premises or in facilities available to the hospital on a pre-arranged basis;
- II. provides twenty-four (24) hours a day nursing services by registered nurses;
- III. is under the supervision of a **doctor**; and
- IV. 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.

Insured means:

The entity or entities specified as the insured in the **schedule**.

Insurance Period means:

The period declared on the **policy schedule** or such shorter time if the **policy** ends earlier in accordance with its terms or law. Each renewal results in a new contract and new insurance period.

Insured Person means:

Such person or persons as defined in the **schedule** with respect to whom premium has been paid.

Maternity Care Expenses – Emergency means:

Emergency and/or complicated delivery charges (in addition to **Maternity Care Expenses – Routine** charges) resulting from pregnancy or childbirth, including emergency or unplanned caesarean procedures, complications relating to placentation and intrapartum complications, provided such expenses are certified by the treating **doctor** and/or **specialist** as being incurred as a result of an emergency and/or complicated delivery.

Maternity Care Expenses – Routine means:

Charges for routine pre-natal, delivery (including elective caesarean) and post-natal charges (up to six (6) months after birth) for the care of the mother from the date of conception (or known conception) for expenses incurred during the **insurance period** and after the commencement of their **effective period of cover**.

Medical Care Expenses – Inpatient means:

Charges incurred for a **hospital** room and/or bed, anaesthesia and its administration, use of operating theatre, medicines, dressings, splints, plaster casts, rental of wheelchair or other prosthetic devices and/or miscellaneous **hospital** equipment, for services provided to an **insured person** by a **doctor** and/or **specialist** in a **hospital** for treatment of a **bodily injury** or **sickness** which is not otherwise more specifically defined within the **policy**.

Medical Care Expenses – Outpatient means:

Charges incurred for services provided to an **insured person** by a **doctor** and/or **specialist** outside of a **hospital** for treatment of a **bodily injury** or **sickness** which is not otherwise more specifically defined within the **policy**.

New Born Child Expenses – Routine means:

Charges for the routine medical care of an **insured person's** child from birth up to six (6) months of age who is eligible for cover under Table 2 – Maternity Care Expenses.

Optical means:

Charges for spectacles and/or contact lenses as prescribed by the treating **doctor** or **specialist** to an **insured person** during the **insurance period** and after the commencement of their **effective period of cover**.

Policy means:

Our contract with the **insured** and includes this policy wording, the current **policy schedule** and any endorsement or other document we may tell you forms part of the terms and conditions of the policy.

Pre-Existing Condition means:

Any **sickness**, disease, disability, syndrome or other condition, including any symptoms or side effects of these:

- I. which the **insured person** is aware, or a reasonable **person** in the circumstances would be expected to have been aware in the three (3) year period prior to the **insured person's** being covered by this **policy**;

- II. which the **insured person** has sought or received medical attention, counselling, undergone tests or taken prescribed medication, in the three (3) year prior to the **insured person** being covered by this **policy**; or
- III. that is a terminal condition of which the **insured person** has been diagnosed at any time prior to the **insured person's** being covered by this **policy**.

Prescribed Medicines means:

Medicines which have been prescribed by a **doctor** or **specialist**.

Professional Sport means:

Any sport for which an **insured person** receives any fee, monetary reward or sponsorship as a result of their participation.

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 means:

Expenses charged by a duly qualified Psychiatrist or Psychologist for the provision of mental health services provided that the **insured person** is referred by their treating **doctor** or **specialist** for such treatment as a result of them suffering a **bodily injury** or **sickness**.

Recognised Health Provider means:

Any Australian general Insurer who has a licence to underwrite expatriate insurance or other international health providers, including Australian registered health funds.

Rehabilitation & Occupational Therapy Expenses means:

The reasonable and necessarily incurred charges for rehabilitation treatment and/ or occupational therapy as prescribed by the treating **doctor** or **specialist** as a result of a **bodily injury** or **sickness**.

Relative means:

The **spouse/partner**, children, step children, son in law, daughter in law, parent/s and or parent/s in law, grandparents, grandchildren, siblings and siblings in law, aunts, uncles, fiancée, fiancé, half-brother, half-sister, niece, or nephew of the **insured person** providing they are under the age of one hundred (100) years of age and reside in the **insured person's country of residence**.

Schedule means:

The schedule attached to the **policy** wording or any subsequently substituted schedule.

Sickness means:

- I. sickness, illness or disease of the **insured person** first manifesting itself during the **insurance period** and the **insured person's effective period of cover**, but does not include any **pre-existing conditions**; or

- II. the ongoing treatment of a sickness, illness or disease of the **insured person** first manifesting itself before the **insured person's effective period of cover** where **takeover provisions** have been met, provided that the treatment was covered and accepted as being covered under the **policy** of the preceding Recognised Health Provider or by **us**.

Specialist means:

A **doctor** recognised and referred to by another **doctor** for his or her experience, qualification and training in a particular branch of medicine or surgery or in the treatment of a specific **bodily injury** or **sickness** and who is not an **insured person** or a relation of the **insured person**.

Spouse/Partner means:

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

Takeover Provisions means:

Coverage under this **policy** is extended to include all **pre-existing conditions** including pregnancy, provided an **insured person** has been continuously **insured** with a Recognised Health Provider or **us** in the twelve (12) calendar months immediately prior to becoming an **insured person** under the **policy**. Such cover shall not extend to any conditions or treatments that were not covered or were excluded under the **insured person's** previous insurance held with a Recognised Health Provider or **us**.

Very Seriously ill means:

A medical condition certified by the attending **doctor** or **specialist** to be of such a serious nature as to warrant a notification to **relatives** that their attendance is desirable in view of the serious nature of the condition and threat to the **insured person's** life.

War

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We/Our/Us

360 Accident and Health Pty Ltd (**ACN 623 247 978**) as Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN 18 120 261 270 AFSL 319 181** of Suite 3, Level 18, 201 Kent Street, Sydney, NSW 2000 for an on behalf of Certain Underwriters at Lloyd's.

You/Your

The **insured** named in the **schedule**.

Section A – Medical Care and Services Expenses

We will pay up to the **benefit** amount set out in Tables 1 to 4 below for necessary and reasonable expenses incurred by an **insured**

person during the **insurance period**, provided that Section A cover is shown on the **schedule**. Each **benefit** is subject to the **annual aggregate excess** as shown on the **schedule**:

Insured Benefits – Table 1

Medical Care and Services Expenses	
Amounts shown are the maximum payable per insured person for any one (1) insurance period	
Medical Care Expenses – Inpatient	As per schedule
Medical Care Expenses – Outpatient	As per schedule
Prescribed Medicines – Outpatient	As per schedule
Ambulance Services Expenses	As per schedule

Insured Benefits – Table 2

Maternity and New Born Expenses	
Amounts shown are the maximum payable per insured person for any one (1) insurance period	
Maternity Care Expenses – Routine	As per schedule
Maternity Care Expenses – Emergency	As per schedule
Newborn Child Expenses – Routine	As per schedule

Insured Benefits – Table 3

Dental Expenses	
Amounts shown are the maximum payable per insured person for any one (1) insurance period	
Dental Expenses (General)	As per schedule
Dental Expenses (Special)	As per schedule

Insured Benefits – Table 4

Ancillary Expenses	
Amounts shown are the maximum payable per insured person for any one (1) insurance period	
Acupuncture	As per schedule
Blood Glucose/Blood Pressure Monitors	As per schedule
Chiropractic	As per schedule
Dietician	As per schedule
Hearing Aids/Artificial Aids	As per schedule
Home Nursing	As per schedule
Hypnotherapist	As per schedule
Naturopathy	As per schedule

Optical (examination, contact lenses and spectacles)	As per schedule
Osteopathy	As per schedule
Physiotherapy	As per schedule
Podiatry	As per schedule
Prosthesis & Appliance	As per schedule
Psychology & Psychiatry	As per schedule
Rehabilitation & Occupational Therapy	As per schedule
Speech Therapy	As per schedule

Section B – Medical Evacuation Expenses

If, during the **insurance period**, an **insured person** suffers a **bodily injury** or **sickness** requiring specialised treatment, surgery or post-operative attention which is unavailable in their **country of assignment**, **we** will reimburse the necessary and reasonable expenses, provided such evacuation is certified by the **insured persons** attending **doctor** and is authorised by **our emergency assistance company**. Each **benefit** is subject to the **annual aggregate excess** as shown on the **schedule**.

Where required, **we** will arrange and pay charges for:

- I. transportation charges, including necessary expenses incurred for qualified medical staff to accompany the **insured person**, by air ambulance, scheduled flight (economy class), road ambulance etc. to the most suitable hospital provided such evacuation is certified by the **insured persons** attending **doctor** and is authorised by **our emergency assistance company** as medically necessary;
- II. return airfare charges (economy class) if the **insured person** returns to their **country of assignment** for the purpose of completing their original business commitments for and on behalf of the **insured** following the **emergency medical evacuation**, within twelve (12) calendar months of sustaining **bodily injury** or **sickness**;
- III. reasonable transportation charges (economy class) and accommodation expenses for one (1) accompanying adult if the **insured person** is under eighteen (18) years of age and is medically evacuated;
- IV. reasonable transportation charges (economy class) and accommodation expenses of one (1) accompanying person of the **insured person** who, as a result of the **insured person's bodily injury** or **sickness**, is required to travel to, or remain with the **insured person**, when certified by the **insured person's** attending **doctor** and **our emergency assistance company** as medically necessary;

- V. accommodation charges for the **insured person** who under the recommendation of the treating **doctor** and **emergency assistance company** is transported outside their **country of assignment** or away from their home, and requires such accommodation outside their **country of assignment** or away from their home during the prescribed **hospital** treatment period up to the maximum amount payable as shown on the **schedule**. This **benefit** is not available in **your country of assignment** or **country of residence**;
- VI. pre-hospitalisation and post-hospitalisation accommodation expenses. That is, charges incurred for pre-hospitalisation and post-hospitalisation accommodation expenses up to a maximum shown on the **schedule**, where certified by the **insured persons** attending **doctor**, **our emergency assistance company** and the **hospital** as medically necessary, for the purpose of waiting for medical test(s) or examination results;
- VII. accompanying person's accommodation expenses. That is, charges incurred by the accompanying person for accommodation expenses up to the amount shown on the **schedule**, for the period of **hospital** confinement of the **insured person** including any period of pre-hospitalisation and post hospitalisation accommodation of the **insured person**.

Conditions

These conditions apply to Section B in addition to the General Conditions applying to all sections of the **policy**.

1. **We** and/or 360 Assist must be promptly notified of any potential claims under this section.
2. The **insured** and/or the **insured person** must notify **us** or 360 Assist, where reasonably possible to do so, before attempting to resolve any problems encountered.
3. The **insured** shall reimburse **us** for all costs incurred in the event of emergency assistance services being provided by 360 Assist in good faith to any **person** not **insured** for those costs under the **insured**.

4. We reserve our rights against the **insured** or any **insured person** who does not make contact with us and/or 360 Assist, where reasonably possible to do so, and/or prejudices our rights.
5. It shall be at our discretion to evacuate an **insured person** based upon the medical necessity which will be derived from advice of the **insured person's** attending **doctor** and/or our medical advisor. 360 Assist will determine the most appropriate means of transport and destination for evacuation or repatriation based upon this advice.

Section C – Additional Benefits Under the Policy

Emergency Return to Country of Residence

If, during the **insurance period**, the **insured person's spouse/partner** or **dependent child** unexpectedly dies or becomes **very seriously ill** requiring the **insured person** to return to their **country of residence**, we will pay the reasonable travel and accommodation expenses authorised by our **emergency assistance company**.

The maximum amount payable per **insured person** for any one (1) **insurance period** is as shown on the **schedule**.

Home Leave

If, during the **insurance period**, an **insured person** returns to their **country of residence**, cover under this **policy** is extended for the period of **home leave**, up to a maximum annual period shown on the **schedule**, provided always that the payment of such expenses is permissible by laws applicable in that country.

Employee Replacement

If, during the **insurance period**, the **insured person** (excluding spouse/partner or **dependent child(ren)**), becomes **very seriously ill** requiring the return to their **country of residence**, as authorised by our **emergency assistance company**, we will pay reasonable travel and accommodation expenses incurred by the **insured** for either of the following up to the amount shown on the **schedule**:

- I. the sending of a qualified replacement **employee** to complete the unfinished business commitments of the **insured person**; or
- II. the return of the **insured person** to the **country of assignment** to complete the original business commitments after his or her recovery.

Repatriation of Mortal Remains

If, during the **insurance period** an **insured person** sustains a **bodily injury** or **sickness** resulting in death, we will pay reasonable expenses incurred for the cost of returning their mortal remains to their **country of residence** or the reasonable local funeral cost in their **country of assignment**.

The maximum amount we will pay is as shown on the **schedule**.

General Conditions Applying to all Sections of the Policy

1. No cover is provided under the **policy** until the **insured person** has paid the whole of the **annual aggregate excess**.
2. Unless an **insured person** otherwise directs all **benefits** (with the exception of Employee Replacement / Employee Return To **Country Of Assignment**) shall be paid to the **insured person**, or, in the case of the **insured person's** death, to the **insured person's** legal personal representative.
3. In the event of a claim you must advise us immediately as to any other insurance you may have covering the same risk.
4. No cover is provided under the **policy** for expenses which are incurred on or after the date an **insured person** permanently returns to their **country of residence**.

General Exclusions Applying to all Sections of the Policy

No **benefits** are payable under the **policy** for any loss or expense directly or indirectly caused by, arising from or attributable to:

1. Childbirth or pregnancy within the first 52 weeks of cover commencing.
2. Cosmetic, elective or plastic surgery.
3. Any expenses which are incurred on or after the date an **insured person** reaches the age of seventy (70), unless otherwise indicated on the **schedule**.
4. Any **pre-existing condition**.
5. The **insured** or the **insured person**, or any of your or the **insured person's** representatives, refusing to follow our or 360 Assist instructions and directions.
6. An **insured person** travelling against the advice of a **doctor** or **specialist**.
7. Any claim that would result in us contravening any workers compensation legislation and or transport accident legislation.
8. Professional or medical services rendered in Australia for which Medicare benefits are or would be payable in accordance with the *Health Insurance Act 1973 (Cth)*, *National Health Act 1953 (Cth)* or the *Private Health Insurance Act 2007 (Cth)* or any succeeding legislation to those Acts, or other claims which would result in us contravening those Acts.
9. Charges for non-medical services including but not limited to telephone, television, newspapers and the like.
10. A sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection.

11. Infertility, sterilisation, abortion (unless certified as medically necessary by the attending **doctor** or **specialist**).
12. **Bodily injury, sickness**, or death, intentional, deliberate, self-inflicted or caused by an **insured person**, including suicide or attempted suicide, whether sane, insane or under any mental distress.
13. As a result of any criminal or illegal act committed by an **insured person**.
14. As a result of an **insured person** driving any vehicle whilst under the influence of alcohol equal to or above the prescribed legal limit or whilst under the effects of psychoactive, psycho pharmaceutical or psychotropic drug or substance.
15. Whilst an **insured person** is under the effects of severe alcohol abuse or severe intoxication, psychoactive, psycho pharmaceutical or psychotropic drug or substance.
16. As a result of **war**, invasion or **civil war**.
17. An **insured person** piloting aircraft.
18. An **insured person** participating, training or taking part in professional sports of any kind.
19. Any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
20. If the payment of such claim or provision of such **benefit** would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
21. Any congenital condition or abnormality either recognised at birth or believed to have been present since birth.
22. Routine medical and/or physical examinations not provided for in the **policy** such as pre-placement vaccinations for visa or work placement purposes and routine health checks.
23. Any claim in any way caused by or resulting from:
 - a. Coronavirus disease (COVID-19)
 - b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
 - c. any mutation or variation of SARS-CoV-2
 - d. any fear or threat of a), b) or c) above

For example, **your** Policy does not cover any claim, in any way caused by or resulting from a), b), c) or d) above, for:

- + bodily injury or illness
- + self-isolation or any quarantine requirements or restrictions in movement of people, goods or animals
- + any travel advice or warning, or fear or threat of such advice or warning.

General Provisions Under the Policy

1. Aggregate Limit of Liability

We shall not be liable to pay any **benefits** under the **policy** in excess of the **aggregate limit of liability**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

2. Currency

All **benefits** paid under the **policy** will be paid in Australian Dollars (AUD) unless otherwise specified on the **schedule**.

3. Governing Law and Jurisdiction

The **policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.

4. Co-operation

You or any **insured person** will frankly and honestly provide **us** with all information and assistance reasonably required by **us** and or **our** representatives appointed by **us** in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle **us** to deny cover for the claim or loss, in whole or part.

You or any **insured person** will do all things reasonably practicable to minimise **our** liability in respect of any claim or loss.

5. Subrogation and our right of recovery

We can exercise any right of recovery held by **you** or any **insured person** to the extent of any **benefit** payable under the **policy**. **You** or any **insured person** must not do anything that reduces such rights, and **you** or any **insured person** must provide **us** with all reasonable assistance in pursuing such rights. If **you** or any **insured person** has agreed to not to seek compensation from another source that is liable to compensate **you** or any **insured person** in regards to a **benefit** payable under the **policy**, **we** will not cover **you** or any **insured person** under the **policy** for that loss, damage or liability.



360

Accident & Health

NSW

Suite 3, Level 18
201 Kent St
Sydney, NSW 2000

The Forum, Level 3
240 Pacific Highway
Charlestown, NSW 2290

QLD

Suite 1, Level 22
345 Queen St
Brisbane, QLD 4000

WA

PO Box 864
Joondalup, WA 6919