# **Group Personal Accident & Sickness Insurance**

# Part 1 of the Product Disclosure Statement for the Vertex Policy Wording

# What is a Product Disclosure Statement (PDS)

This Part 1 of the 2-part Product Disclosure Statement contains important information about this product and includes parts of the Policy Wording.

Both Parts of the PDS should be provided to you, since together they form the complete PDS. You should read both Parts of this PDS carefully before making a decision to purchase this product. This PDS will assist you in making an informed decision whether this product will meet your needs. In this PDS:

- 1. 'We', 'Our', 'Us' means Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (Tokio Marine) for all benefits.
- 2. 'Policyholder' means the person or company who is named in the Schedule as the Insured, and as otherwise defined in Part 2 of the PDS. The Policyholder is the contracting party for this Policy.
- 3. 'Covered Person' means any person shown by classification or meeting the criteria specified for a Covered Person in the Schedule and definition in Part 2 of the PDS, for the insurance cover selected by the Policyholder and with respect to who the premium has been paid. The Covered Person and the type of cover chosen will be set out in the Schedule.

This Part 1 of the PDS was prepared on 24 March 2025. Parts 1 and 2 of the PDS have been authorised by Tokio Marine, for distribution by Accident & Health International Pty Ltd.

# Accident & Health International (AHI)

Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261 (AHI) is an underwriting agency specifically created to provide personal accident, medical and travel insurance. AHI acts on behalf of Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (Tokio Marine), with full authority to quote and arrange contracts of insurance, collect premiums and pay claims in relation to the Policy.

For any queries about this Policy, please contact the appointed insurance advisor. Their details are shown in the Schedule. In the event there is no appointed advisor, please contact AHI. Their details are in this document.

# The Insurer (Tokio Marine)

Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (Tokio Marine).

# What is the Policy

A policy is a contract of insurance between the Policyholder and the Insurer and contains all the details of the cover that We provide.

The Policy consists of:

1. the Policy Wording document which forms Part 2 of the PDS and sets out details of the Policyholder's cover, applicable terms, conditions, limitations and exclusions;

- 2. the Schedule, issued by Us to the Policyholder, which is a separate document setting out the specific terms of insurance applicable to the Policyholder, as that document is defined in Part 2 of the PDS; and
- 3. any other Supplementary Product Disclosure Statement or Endorsement.

The Policy should be carefully read and retained by the Policyholder. The documents which form the Policy should be read together as they form the contract of insurance between Us and the Policyholder.

# The Purpose of the Cover

This insurance is entered into with the Policyholder and provides cover in relation to the Policyholder and Covered Persons.

Covered Persons who are not the Policyholder are not parties to the contract between Us and the Policyholder. This means a Covered Person cannot cancel or vary the Policy in any way (only the Policyholder can do this).

Covered Persons who are not the Policyholder have a right to recover their insured loss in accordance with Section 48 of the Insurance Contracts Act 1984 (Cth). Section 48 states that Covered Persons have the equivalent obligations in relation to a claim made by them that the Policyholder would have to Us (for example, complying with claims conditions such as subrogation) and may discharge the Policyholder's obligations in relation to a loss. We have the same defences to an action by a Covered Person as We would in an action by the Policyholder.

Where the Policy covers Covered Persons (other than the Policyholder), the Policyholder:

- 1. is not Our agent;
- acts independently from Us in entering into this insurance to provide cover to Covered Persons;
- 3. is not authorised by Us to provide any recommendations or opinions about the insurance or other financial services to a Covered Person.

Any notices of expiry, variation, avoidance or cancellation will be sent by Us to the Policyholder. We will not provide any notices in relation to this insurance to the Covered Persons. The Policyholder is required to notify Covered Persons when this occurs.

A Covered Person's access to cover:

- 1. starts at the time the relevant person becomes a Covered Person; and
- 2. ends at the earliest of the following:
  - a) the relevant person no longer meets the terms specified in the Schedule which apply to a Covered Person;
  - b) the date and time the Policyholder request that such Covered Person ceases to have access to the benefits under the Policy and We agree to that request by providing an Endorsement to the Policy; or
  - c) the date and time the Polic's cover ends.

# Our Agreement with the Policyholder

If We accept the application for cover, the Policyholder and Covered Persons will be insured under this Policy for loss or damage caused by one or more of the insured events set out in this Policy. This cover will be given on the basis:

- 1. that the Policyholder has paid or agreed to pay Us the premium for the cover the Policyholder selected when cover was requested and which the Schedule displays; and
- 2. of the verbal and/or written information provided by the Policyholder to Us prior to inception of the Policy.

# **Duty of Disclosure**

This Policy is subject to the Insurance Contracts Act 1984 (Cth), which imposes a duty of disclosure. Before the Policyholder enters into a contract of insurance, the Policyholder has a duty to disclose anything that the Policyholder knows, or could reasonably be expected to know, to be a matter relevant to the Insurer's decision to enter into a contract of insurance with the Policyholder and if so, on what terms.

The Policyholder does not need to tell the Insurer anything that:

- reduces the risk the Insurer insures the Policyholder for;
- is common knowledge;
- the Insurer knows, or should know, as an Insurer; or
- the Insurer waives the Policyholder's compliance with this duty.

The Policyholder must comply with this duty up until the time the Insurer agrees to insure the Policyholder under a new contract of insurance or until an existing contract of insurance is renewed, varied, extended, reinstated, or replaced. Failure of the Policyholder to comply with their duty of disclosure may entitle the Insurer to cancel the Policy or not accept a claim, part or in full. If the Policyholder's non-disclosure is fraudulent, the Insurer may avoid the Policy and treat it as if it never existed.

# Choosing the most suitable cover and sums insured

Cover is provided for the Policyholder and the Covered Persons as set out in the Schedule, which needs to be read along with the remainder of the Policy.

It is important that the Policyholder makes sure that the sum insured they have selected for each benefit provides sufficient protection for their needs and the needs of Covered Persons.

See Part 2 of the PDS and the relevant Endorsements for the benefits available under the Policy, subject to the Insurer's underwriting criteria.

#### **Benefits**

The sum insured for each benefit purchased under the Policy is shown in the Schedule. If the sum insured shown in the Schedule is \$0.00 for a benefit, no cover is provided under this Policy for that benefit. The circumstances under which a claim is payable for each of the covers is detailed in this Policy.

#### **Benefit Limits**

Benefits may be subject to benefit limits. Benefit limits may affect the amount payable in the event of a claim. If a benefit limit is applicable to a benefit, it will be shown in the Schedule below the benefit it applies to.

# **Age Limitation**

Some benefits have age limitations. Please refer to Section 5: Age Limitations and any relevant Endorsement(s) for full details.

# The most We will Pay

The Policy includes Aggregate Limits of Liability, set out in the Schedule and further described in sub-clause 5.2 of the PDS (Part 2) and any relevant Endorsement. Refer to those parts of the policy for specific terms.

# **Policy Cost and Payment**

The cost of the Policy will be shown on the quotation We provide, once We have received all required information to complete the quotation. The cost of the Policy is calculated according to various risk indicators such as the:

- age of Covered Persons;
- occupation of Covered Persons;
- activities undertaken during the Scope of Cover;
- previous claims experience for this type of risk;
- risk location(s); and
- the benefits' sums insureds.

The cost of the Policy is made up of premium, administration fees and government taxes, such as Goods & Services Tax (GST) and stamp duty, where applicable.

#### Renewal Procedure

Before this Policy expires, We will send a notice to confirm whether renewal of the policy will be offered, and if so, on what terms. It is important that the Policyholder checks the information shown before renewing, to be satisfied that all information and coverage required is correct.

# **Taxation Implications**

This Policy may be subject to a Goods & Services Tax (GST) in relation to premium.

Depending on the location of the risk being insured, this Policy may be subject to stamp duty in relation to premium and GST. Depending upon the Insured or Covered Person's entitlement to claim Input Tax Credits under this Policy, We may reduce the payment of any Claim by the amount of any Input Tax Credit.

Any claim paid in respect of the 'Weekly Benefits – Sickness' or 'Weekly Benefits – Bodily Injury' are subject to personal income tax (or other taxation, if relevant), when paid to an individual Covered Person. Where We are required to do so, We will withhold personal income tax amounts from claim payments We make and forward these amounts to the Australian Taxation Office on behalf of the Policyholder or Covered Person. Where required, We will provide the Policyholder a summary of the amounts withheld at the end of each financial year.

The Policyholder and Covered Persons should consult an authorised tax advisor if they have any questions about their tax situation.

# Making a claim and what is an Excess and Excess Period

If the Policyholder or Covered Person needs to make a claim, written notice is required to AHI within 30 days of the date of the incident occurring or as soon as reasonably possible. AHI will provide a copy of the claim form which will need to be completed to Our reasonable satisfaction and provided to Us as soon as reasonably practicable. Any costs involved in the collection of information for the form are the responsibility of the Policyholder or Covered Person.

At any time after a claim has been lodged, We may conduct enquiries into the circumstances of the claim. We may ask for medical examinations or, in the event of death, We may request an autopsy, when reasonable. This will be done at Our expense.

Any payments will be made in Australian dollars unless otherwise shown in the Schedule.

Once a payment is made under this Policy, We may attempt to recover the amount We have paid to the Policyholder or Covered Person if We find someone else is responsible for the loss, damage or injury. We will do this in the name of the Policyholder or Covered Person as applicable. We may also need to defend the

Policyholder or the Covered Person against allegations of loss, damage or injury, in which case We require their reasonable co-operation with Us at all relevant times.

Depending on the circumstances of the claim, an Excess and/or an Excess Period may apply, such that the Policyholder or Covered Person may be required to contribute to the cost of the claim as follows:

- 1. Excess, which means an amount paid by the Policyholder or Covered Person when a claim is made.
- 2. Excess Period, which means the continuous period of time shown in the Schedule during which no benefit is payable.

# Cooling-Off

The Policyholder has a cooling-off period of 21 days from the date on which the Policy was issued to cancel the Policy. If the request is made to Us in writing to cancel the Policy within that time period, We will cancel the Policy and provide a full refund of premium less charges or taxes which we are unable to recover, provided the Policyholder or any Covered Person has not exercised a right under the terms of the Policy in that period. For example, the Covered Person has started their Journey, the Policy has already expired or if any claim has been made or is pending under the Policy.

# Complaints and Dispute Resolution

The Policyholder and Covered Person are entitled to make a complaint about any aspect of their relationship with AHI or Us. In the case of the Covered Person, only in relation to an insurance claim-related issue or service. In this 'Complaints and Dispute Resolution' section, a reference to 'you' or 'your' is a reference to the Policyholder or Covered Person, as appropriate.

We value your feedback about the help and support we provide. Both We and AHI are committed to working with you to resolve any concerns you may have. Contact Us using the details below if you would like to make a complaint.

We will do our best to resolve your concerns genuinely, promptly, fairly and consistently. We will keep you informed of the progress of the complaint.

#### How to make a complaint

You can contact Us to make a complaint, or if you require assistance to make a complaint, using the contact details provided below:

Email: complaints@ahiinsurance.com.au

• Phone: 02 9251 8700

Post: GPO Box 4616, Sydney, NSW, 2001

When you make a complaint, We will:

- acknowledge your complaint as soon as practicable;
- keep a record of your complaint and give you a reference number and contact details so that you can follow up at any time;
- make sure we understand and investigate the cause of your complaint;
- respond to your as quickly as possible;
- keep you informed of Our progress at least every 10 business days if We can't resolve your complaint promptly; and
- provide an outcome within 30 calendar days.

If We're unable to provide you with an outcome within 30 days, We will:

- inform you of the reason for the delay; and
- of your right to take your complaint to the Australian Financial Complaints Authority (AFCA). If we do this, we'll provide you with ACFA's details, which are also shown below.

Subject to the matter falling within AFCA's Rules, AFCA is available to review your complaint, if your concerns have not been resolved to your satisfaction. AFCA provides fair and independent general insurance complaint resolution, that is free to eliqible consumers.

AFCA's contact details are:

Australian Financial Complaints Authority

Address: GPO Box 3, Melbourne, VIC, 3001

Phone: 1800 931 678

Email: info@afca.org.au

Website: afca.org.au

### **Privacy**

#### **AHI's Privacy Statement**

Accident & Health International Underwriting Pty Ltd (AHI) is bound by the Privacy Act 1988 (Cth), including the Australian Privacy Principles (APPs).

AHI is committed to ensure that its business dealings comply with the APPs and acknowledges the importance of keeping personal information secure.

AHI collects personal information when the Policyholder and Covered Persons deal with AHI, AHI's agents, and other companies in AHI's global corporate group, as well as service providers acting on AHI's behalf. AHI uses personal information so that it can conduct business under the Policy. That includes the arranging and administration of this product, as well as the provision of related services, including claims handling and settling services.

AHI may send personal information overseas. The locations AHI may send it to can vary, and may include Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

AHI's Privacy Policy contains information about how to access the information AHI holds, how to correct it or make a privacy related complaint. A copy of AHI's Privacy Policy can be obtained by calling 02 9251 8700 or emailing privacy@tokiomarine.com.au or by visiting AHI's website, ahiinsurance.com.au.

It's up to you whether you provide your personal information to AHI, however if you do not, AHI might not be able to do business with you, and that could extend to not defending or paying a claim under the Policy.

# Tokio Marine's Privacy Statement

Tokio Marine & Nichido Fire Insurance Co., Ltd. (Tokio Marine) is bound by the Privacy Act 1988 (Cth), including

the Australian Privacy Principles (APPs).

Tokio Marine is committed to ensuring that its business dealings comply with the APPs and acknowledges the importance of keeping personal information secure.

Tokio Marine collects personal information when the Policyholder and Covered Persons deal with us, our agents, and other companies in our global corporate group, as well as service providers which act on our behalf. Tokio Marine uses personal information so that it can conduct business with the above-named parties. That includes the issuing and administration of this product, as well as the provision of related services, including claims handling and settling services.

Tokio Marine may send personal information overseas. The locations we may send it to can vary, and may include Japan, USA, Canada, Bermuda, New Zealand, Thailand, Hong Kong, Europe (including the United Kingdom), Singapore and India.

Tokio Marine's Privacy Policy contains information about how you can access the information Tokio Marine holds about you, how to correct it or make a privacy related complaint. A copy of Tokio Marine's Privacy Policy can be obtained by calling 02 9225 7500 or emailing privacy@tokiomarine.com.au or by visiting Tokio Marine's website, tokiomarine.com.au.

Tokio Marine's Privacy Policy is provided in Australia by its managing agent and authorised representative, no. 1313066, Tokio Marine Management (Australasia) Pty Ltd.

It's up to you whether you provide your personal information to Tokio Marine, however if you do not, Tokio Marine might not be able to do business with you, and that could extend to not defending or paying a claim under the Policy.

# Updating the PDS

Information in this PDS may need to be updated from time to time if certain changes occur and where this is required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS to update information in the PDS.

If the update is to correct a statement or an omission, that is not materially adverse from the point of view of a reasonable person deciding whether to acquire this Policy, we may publish a notice containing that information in another form.

A paper copy of such updated information can be obtained without charge by calling AHI on the contact details provided in this document.

#### **Financial Claims Scheme**

The Policyholder or Covered Person may be entitled to payment under the Financial Claims Scheme (the Scheme) in the event Tokio Marine & Nichido Fire Insurance Co., Ltd. becomes insolvent. Access to the Scheme is subject to eligibility criteria. Information about the Scheme can be obtained from fcs.gov.au.

#### General Insurance Code of Practice

We proudly support and are a signatory to the General Insurance Code of Practice (the Code).

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

- to commit Us to high standards of service;
- to promote better, more informed relations between Us and Our valued customers;

- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes between Us and the Policyholder or Covered Person; and
- to promote continuous improvement of the general insurance industry through education and training.

This is Our commitment to all Our valued customers. We have adopted and support the Code and are each committed to complying with it.

Further information about the Code and the customer's rights under it is available at codeofpractice.com.au or contact Us or AHI.

### **Intermediary Remuneration**

Tokio Marine may pay remuneration to insurance intermediaries, including AHI, when We issue, renew or vary a Policy the intermediary has arranged or referred to Us. The type and amount of remuneration varies and may include commission and other payments.

Information about the remuneration We may pay intermediaries can be obtained by requesting it from the intermediary or insurance advisor.

#### **Contact Details**

Accident & Health International Underwriting Pty Ltd

ABN: 26 053 335 952

AFS Licence No.: 238261

Address: Level 17, 60 Margaret Street, SYDNEY NSW 2000

Telephone: 02 9251 8700 Website: ahiinsurance.com.au

Email: enquiries@ahiinsurance.com.au

**AHI Assist** 

To contact AHI Assist, refer to the contact number shown in the Schedule against "Emergency Assistance".

The Insurer: Tokio Marine & Nichido Fire Insurance Co., Ltd.

ABN: 80 000 438 291

AFS Licence No.: 246548

Address: Level 17, 60 Margaret Street, Sydney, NSW, 2000

Telephone: 02 9225 7500 Website: tokiomarine.com.au

The contents of Part 1 of this PDS forms part of the Policy.

This Product is arranged by Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261 (AHI), on behalf of the insurer and product issuer, Tokio Marine & Nichido Fire Insurance Co., Ltd., ABN 80 000 438 291, AFS Licence No. 246548 (Tokio Marine). For clients of Aon Risk Services Australia Ltd only. © 2025