# Accident & Health International Underwriting Pty Ltd

# INBOUND MEDICAL EXPENSES INSURANCE

# Product Disclosure Statement (PDS) and Wording

This Product Disclosure Statement (PDS) contains two parts:

- Important information contains general information about your Inbound Medical Expenses Insurance policy; and
- The Inbound Medical Expenses Insurance policy contains terms and conditions of your insurance policy.

To assist you to locate specific terms in this PDS, a table of contents is provided.

Please read this PDS before applying for insurance.

If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

If you need more information about this PDS or your policy, please contact your insurance adviser.

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# **IMPORTANT INFORMATION**

#### Accident & Health International (AHI)

Accident & Health International Underwriting Pty Limited, ABN 26 053 335 952, AFS Licence no. 238261, is an underwriting agency specifically created to provide Personal Accident, Medical and Travel insurance. They have been in operation since March 1998 and act on behalf of CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, with full authority to quote and issue contracts of insurance, collect premiums and pay claims.

If you have any queries about this policy you should contact AHI. Their contact details are in this document.

#### The Insurer

The Insurer of the Policy is CGU Insurance Limited.

#### What is a Product Disclosure Statement

This Product Disclosure Statement (PDS) contains information about the policy including the benefits and conditions, your rights as a client and other things you need to know to assist you to make an informed decision when choosing your insurance.

In this PDS:

- 'We', 'Our' or 'Us' means CGU Insurance Limited.
- 'You' means the person or company who will be named in the policy schedule as the insured.
- 'insured person' means the person nominated by you from time to time for the insurance cover selected by you and for which the premium has been paid. The insured person and the type of cover chosen will be set out on the policy schedule.

#### What The Policy Consists Of

Your policy consists of:

- this printed Inbound Medical Expenses Insurance Policy Document which sets out details of your cover and its limitations, and
- a schedule, approved by us, which sets out who is insured, the cover(s) selected, the period of insurance, the limits of liability, excesses and other important information. This is referred to as the Schedule/Schedule of Benefits in this policy document.

You should carefully read and retain your insurance policy document and current schedule. These documents should be read together as they jointly form the contract of insurance between you and us. Any new or replacement schedule we may send you, detailing changes to your insurance or the period of insurance, will become the current schedule, which you should carefully read and retain.

#### Our Agreement With You

We will insure you for:

- medical expenses, and
- the other benefits, as set out in this policy occurring during the period of insurance.

This cover will be given on the basis:

- that you have paid or agreed to pay us the premium for the cover you selected when you applied for cover and which the current schedule indicates is in force,
- of the verbal and/or written information provided by you which you gave after having been advised of your Duty of Disclosure either verbally or in writing. If you failed to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the policy in respect of a claim or we may cancel your policy. If you have told us something which is fraudulent, we also have the option of voiding your policy from the effective date stated in the current schedule. For your assistance we have provided a full explanation of your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure", on page 4.

#### **Policy Covers**

This policy provides the following cover:

- Medical Expenses
- Funeral Expenses

#### Age Limits

There are certain age limits which apply to this policy. There is no cover for any person over the age of sixty-five (65) years.

#### The Most We Will Pay

You must choose whether you want Single, Couple or Family cover and also a sum insured.

- If you choose Single cover the maximum we will pay for a claim under the policy is the sum insured shown for that insured person as set out in the policy schedule. In some cases, there are "annual" limits on the benefits payable to the insured person. We will pay a pro rata benefit for these if your Period of Insurance is not twelve (12) months.
- If you choose Couple or Family cover the maximum we will pay for a claim under the policy is the sum insured shown for each insured person. There are also "annual" limits per Family. We will pay a pro rata benefit for these if your Period of Insurance is not twelve (12) months.

#### Choosing a Sum Insured

It is important that you ensure that you have selected a sum insured which provides you and the insured person with sufficient protection for your needs.

#### Choosing an Excess

An excess is the amount you pay after the claimable expense has been determined. Claimable expenses are determined subject to the terms and conditions of the policy. There are two types of excess:

- an excess you pay for each claim under the policy. You can select this excess when you take out this policy, for example fifty (\$50) dollars or one hundred (\$100) dollars. This excess is applied to the claimable expense; or
- an annual aggregate excess. The annual excess is the amount you pay for all claims before this policy commences payments. For example, if the annual aggregate excess is five hundred (\$500) dollars and your first two (2) claims equal five hundred and fifty (\$550) dollars, then we will pay fifty (\$50) dollars. The annual aggregate excess is applied to claimable expenses.

The type and amount of the excess will be shown on your policy schedule.

#### The Cost of Your Policy and Paying For Your Insurance

The cost of your policy will be shown on the quotation we give you, once we have received all required information from you. The cost of your policy is calculated based on the policy period, the insured's person age, their occupation and claims experience.

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

#### Your Duty of Disclosure

Before you enter into an insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, renew, extend, reinstate or replace your policy. We set these two duties out below.

Your Duty of Disclosure when you enter into this policy with us for the first time:

You will be asked various questions when you first apply for this policy. When you answer these questions, you must:

- give us honest and complete answers,
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

Your Duty of Disclosure when you renew, vary, extend, reinstate or replace your policy:

When you renew, vary, extend, reinstate or replace the policy your duty is to tell us before the renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy.

What you do not need to tell us for either duty:

You do not need to tell us about any matter:

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know.

Who do the above two duties apply to? Everyone who is insured under the policy must comply with the relevant duty. What happens if you or they do not comply with either duty? If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

#### **Renewal Procedure**

Before this policy expires we will normally offer renewal by sending a renewal invitation advising the amount payable to renew this policy. It is important that you check the information shown before renewing each year to satisfy yourself that the details are correct.

#### **Taxation Implications**

Depending upon you or your company's entitlement to claim Input Tax Credits under this policy, we may reduce the payment of your claim by the amount of any Input Tax Credit.

Consult your tax accountant if you have any questions about your particular circumstances.

#### Making A Claim

If you need to make a claim please send a written notice of claim to AHI within thirty (30) days of the date of the expense occurring or as soon as reasonably possible. AHI will send you a copy of our claim form which will need to be fully completed. We will not be responsible for any payments under the policy unless this form is fully completed and returned. Any expenses involved in the collection of information for the form are your responsibility.

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. This will be done at our expense.

Any payments will be made in the same currency as the premium quoted.

Once a payment is made under this policy, we may attempt to recover the amount we have paid to you if we find someone else is responsible for the loss or damage. We will do this in your or the insured person's name. We may also need to defend you, or the insured person, if someone else alleges you caused them loss or damage. You and the insured person need to co-operate with us.

#### Cooling-Off

If you decide that you do not want the policy, you have a cooling off period of twenty-one (21) days from the date on which the policy was issued to cancel the policy. You must tell Us in writing that you wish to cancel the policy and we will repay the full amount of premium to you. If you choose to use the cooling-off period, then we will treat the policy as never having existed.

You cannot use this cooling-off period if the policy has already expired or if there has been a claim made under the policy.

#### **Dispute Resolution**

We and AHI will do everything possible to provide a quality service to you. If you have any concern or complaint, AHI staff are always available to listen to you and to help where they can.

If, after talking to a staff member, you wish to take the matter further, AHI has a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to you within fifteen (15) working days. Please contact the Disputes Resolution Manager - see contact details in this Product Disclosure Statement.

If you are not happy with any decision and it relates to a claim, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an independent and external dispute resolution body subject to eligibility. Access to the FOS process is free of charge to you.

Please contact AHI if you would like further information about the FOS or contact:

Financial Ombudsman Service Limited GPO Box 3 Melbourne VIC 3001 Telephone: 1300 780 808 Email: <u>info@fos.org.au</u> Web: www.fos.org.au

#### Privacy

As part of AHI's dealings with you, we may need to collect personal information (and sometimes sensitive information such as health information) about you. We will collect this information directly from you where possible, but there may be occasions when we collect this information from someone else.

AHI will only use your information for the purposes for which it was collected, other related purposes and as permitted or required by law. You may choose not to give us your information, but this may affect our ability to provide you with insurance cover.

We may share this information with other companies within our group and third parties who provide services to us or on our behalf, some of which may be located outside of Australia.

For more details on how we collect, store, use and disclose your information, please read our privacy policy located at www.acchealth.com.au . Alternatively, contact us at privacy@acchealth.com.au or (02) 9251 8700 and we will send you a copy.

You should obtain a copy of this policy and read it carefully. By applying for, using or renewing any of our products or services, or providing us with your information, you agree to this information being collected, held, used and disclosed as set out in this policy.

Our privacy policy also contains information about how you can access and seek correction of your information, complain about a breach of the privacy law, and how we will deal with your complaint.

#### Updating the PDS

Information in the PDS may need to be updated from time to time. You can obtain a paper copy of any updated information without charge by calling us on the contact details provided in this policy document. If the update is to correct a misleading or deceptive statement or an omission, that is materially adverse from the point of view of a reasonable person deciding whether to acquire this policy, we will provide you with a new PDS or a supplementary PDS.

#### Intermediary Remuneration

CGU Insurance Limited pays remuneration to insurance intermediaries 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. If you require more information about remuneration we may pay your intermediary, you should ask your intermediary.

#### **Financial Claims Scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at <u>www.apra.gov.au</u> and the APRA hotline on 1300 131 060.

## **Code Of Practice**

CGU Insurance Limited is a signatory to the General Insurance Code of Practice developed by the Insurance Council of Australia. The aim of the code is to raise the standards of practice and service in the insurance industry. Further information is available on request.

#### **Contact Details**

Accident & Health International Underwriting Pty Limited ABN 26 053 335 952 AFS Licence No: 238261 Level 4, 33 York Street SYDNEY NSW 2000

Fax: (02) 9251 87	, <b>F F</b>
1 47. (02) 0201 01	55
Website: www.acchea Email: enquiries@a	lth.com.au cchealth.com.au

#### The Insurer

CGU Insurance Limited ABN 27 004 478 371 AFS Licence No: 238291 388 George Street SYDNEY NSW 2000

Telephone: 131532 Website: www.cgu.com.au

This Product Disclosure Statement was prepared on 1<sup>st</sup> January 2014. AHI are authorised to distribute this Product Disclosure Statement.

# INBOUND MEDICAL EXPENSES INSURANCE POLICY Not Available for Australian Residents

#### **IMPORTANT NOTICE**

Accident & Health International Underwriting Pty Ltd (hereinafter called AHI) gives notice that this contract has been effected under an Authority, given to AHI by The Company. AHI has entered into the Contract as an agent of The Company and not an agent of the Insured. A commission is payable by Us to AHI for arranging the insurance.

All cover under this Policy is subject to:

- 1. The Payment of premium;
- 2. The terms and conditions contained in this Policy Document and in the Schedule;
- 3. The limits of liability referred to in the Policy.

This Policy consists of several Sections. An Insured Person is covered for insurance under those sections selected by You as indicated in the Schedule.

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

There are maximum amounts payable under this Policy with respect to each Insured Person, and with respect to all claims payable under this Policy during each Period of Insurance. Where the limits are stated as "per annum" or "annual" the limits are pro-rated to equal the Period of Insurance. The limit of the total Sum Insured is stated in the Schedule.

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

#### **IMPORTANT DEFINITIONS**

For the purpose of this Policy the following important definitions apply to each Section:

INSURED PERSON is any person nominated by You from time to time for the insurance cover selected by You and with respect to whom a premium has been paid.

FAMILY means the Insured Person's spouse and any unmarried dependant children, stepchildren or legally adopted children who are living with the Insured Person and who are under nineteen (19) years of age or under twenty-five (25) years of age if they are a full-time student and primarily dependent on the Insured Person for maintenance and support.

PERIOD OF INSURANCE is the period referred to in the Schedule.

ARRANGEMENT DATE is the date cover was arranged by Us.

SCHEDULE includes any current Schedule or renewal or variation of this Policy.

TABLE OF BENEFITS specifies maximum annual benefit amounts for specific treatments.

INSURER means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia

AHI means Accident & Health International Underwriting Pty Ltd, ABN 26 053 335 952, AFS Licence No. 238261, of Level 4, 33 York Street, Sydney, New South Wales, 2000, Australia.

YOU/YOUR is the Insured named in the Schedule.

THE COMPANY means CGU Insurance Limited, ABN 27 004 478 371, AFS Licence no. 238291, of 388 George Street, Sydney, New South Wales, 2000, Australia, a company duly incorporated under the laws of Australia and registered in New South Wales, Australia.

WE/OUR/US means CGU Insurance Limited.

PRE-EXISTING CONDITION means, in respect of Injury, Sickness or disease, a condition with which the Insured Person was aware of (whether diagnosed or not) or has sought treatment prior to the inception of his or her Policy. If any form of cancer is a pre-existing condition, then there is no cover for cancer or cancer-related conditions. There is no cover for a condition caused by a pre-existing condition.

Any medical condition that you have suffered from or been treated for, irrespective of whether a complete recovery has occurred is still treated as a pre-existing condition.

# MEDICAL EXPENSES

#### EXTENT OF COVER

- 1. If an Insured Person sustains an injury or suffers a sickness or disease and incurs Medical Expenses (as defined) during the Period of Insurance, We will pay those expenses incurred within Australia as detailed in the Table of Benefits provided the Policy is in force.
- 2. We will also pay the cost of unexpected Medical Expenses (as defined) incurred outside Australia excluding those expenses which are covered under Table of Benefits sections 4, 5, 6 and 7. Overseas Medical Expenses are only available for trips up to thirty (30) days.
- 3. If an Insured Person dies during the period of insurance, We will pay either funeral or cremation expenses if the body is buried at the place of death, or the cost of returning the Insured Person's body or ashes to his or her home address up to a maximum of ten thousand (\$10,000) dollars.

#### DEFINITIONS

#### WITHIN AUSTRALIA

MEDICAL EXPENSES means expenses incurred within Australia and paid to a legally qualified medical practitioner, nurse, hospital or ambulance service for medical surgery, hospitalisation or nursing treatment including the cost of medical supplies and ambulance hire as per the following Table of Benefits.

In the event of a medical emergency dial the Australian Emergency number "000".

#### OUTSIDE AUSTRALIA

MEDICAL EXPENSES means unexpected expenses incurred outside Australia for expenses as defined in Sections 1, 2 and 3 of the Table of Benefits only excluding any pregnancy-related expenses.

We will only pay for Medical Expenses which are incurred during the Period of Insurance.

# TABLE OF BENEFITS

	POLICY LIMITS	SPECIFIED LIMIT PER ANNUM		
	MEDICAL EXPENSES			
-	HOSPITAL COVER			
	As a standard Private or Public Hospital Patient for the followir	Patient for the following treatment classifications:		
	Surgical			
	Medical			
	Psychiatric			
	Rehabilitation			
	Nursing Care			
	Labour Ward and pregnancy related expenses	100% of expense up to the Policy Limit		
	Theatre Fees	4		
	Special Dressings/Disposables and Prosthetic Implants			
	Physiotherapy in Hospital			
	Pharmaceutical Benefits in Hospital			
	Anaesthetic			
	Elective Surgery following on Appident	50% of expense to a maximum of \$2,000 per single or per		
	Elective Surgery following an Accident	family		
2.	AMBULANCE SERVICE	100% of expense up to the Policy Limit		
3.	GENERAL HEALTH SERVICES COVER – NON HOSPITAL			
	Doctors	85% of expense up to the Policy Limit		
	Medical Imaging/Laboratory Examinations/Day	85% of expense up to the Policy Limit		
	Surgery/Radiotherapy/Chemotherapy			
	Physiotherapy	50% of expense to a maximum of \$1,500 per single or per		
		family		
	Prescribed Pharmaceutical Benefits not available over the	50% of expense to a maximum of \$1,000 per single or per		
	counter	family		
4	DENTAL SERVICES			
4.	Consultation			
	X-Rays	•		
	Scaling and Cleaning/Removal of Plaque	•		
	Application of Flouride	Single Cover		
	Amalgam Filling	50% of expense to a maximum of \$750 per person		
	Composite Resin Filling			
	Single Extraction	Family Cover		
	Additional Extractions	50% of expense to a maximum of \$750 per person		
	Endodontics	Maximum of \$2,000 per family		
	Periodontics			
	Oral Surgery			
5.	SPECIAL DENTAL SERVICES following an accident	100% of expense to a maximum of \$3,000 per person		
6.	OPTICAL BENEFITS Eye Examination, Spectacles or Contact Lenses	Single Cover		
	Lye Lamination, Speciacles of Contact Lenses	50% of expense to a maximum of \$300 per person		
		Family Cover		
		50% of expense to a maximum of \$300 per person		
		Maximum of \$600 per family		
7.	MATERNITY CARE AND PREGNANCY – NON HOSPITAL			
	Routine pre natal, and post natal charges	75% of expense up to a maximum of \$10,000		

# EXCLUSIONS

We shall not pay for any medical expenses or other expenses which:

- 1. relate to childbirth or pregnancy within the first fifty two (52) weeks of cover commencing;
- 2. relate to any expense for a Pre-Existing Condition (as defined) within the first fifty two (52) weeks of cover commencing;
- 3. relate to treatment arranged in advance of the Insured's arrival in Australia;
- 4. relate to Cosmetic elective treatment, sterilisation, reversal of sterilization and infertility treatment;
- 5. relate to Bone marrow treatment or organ transplant;
- 6. relate to any psychiatric, rehabilitation and palliative care for an Insured Person who has not been covered continuously under this policy for a period of less than two (2) months;
- 7. are recoverable by You or by the Insured Person from any other source to the extent to which they are so recoverable.

# **GENERAL CONDITIONS AND LIMITATIONS**

## 1. NOTICE OF CLAIM

Written notice of claim must be given to Us within thirty (30) days after the occurrence of any circumstances giving rise to a claim or as soon thereafter as is reasonably possible.

## 2. SUBROGATION

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

#### 3. CLAIM FORMS

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

## 4. YOUR DUTY TO CO-OPERATE

The benefits of this policy depend on You or any person covered by this policy giving Us any reasonable information and help We require. This includes giving Us written statements of documents We consider relevant. We may also require You or any person covered by this policy to attend Court to give evidence. You must help Us even when We have paid Your claim. If You do not co-operate Your payments may be suspended.

#### 5. PHYSICAL EXAMINATION AND AUTOPSY

We may at Our own expense conduct any medical examination or examinations of any Insured Person or arrange at Our own expense for an autopsy to be carried out.

## 6. LEGAL ACTION

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

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

#### 7. CANCELLATION

- 1. This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a proportion of the premium calculated at Our usual short-term rates for the time the Policy has been in force;
- 2. We may cancel this Policy in accordance with the provisions of the Insurance Contracts Act. Upon cancellation by Us, We shall refund a proportion of the premium paid calculated by reference to the unexpired Period of Insurance.

#### 8. AGE LIMITATION

We shall not be liable to pay any money with respect to any Insured Person who has attained the age of sixty-five (65) years.

#### 9. LIMIT OF LIABILITY

Our total liability for all claims arising under this Policy during any Period of Insurance shall not exceed the amount stated in the Schedule.

#### 10. CURRENCY

Any claim or benefit paid under this policy will be paid in the same currency as premium quoted.

#### 11. GOVERNING LAW AND JURISDICTION

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