

Delta Overseas Medical Expenses Insurance

Policy and Product Disclosure Statement (PDS)





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Statement (PDS)**



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ABOUT DELTA INSURANCE AUSTRALIA PTY LTD

This PDS has been prepared by Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) as an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL535427 as the insurer/issuer of this product. In this PDS, “We”, “Us” “Our” means Delta Insurance Australia Pty Ltd.

Delta Insurance Australia is a specialist underwriting agency and part of the Delta Insurance Group. The Delta Insurance Group challenges the status quo by embracing technology, transparency and integrity, introducing niche products into new markets and delivering exceptional service.

WHO IS THE INSURER?

This insurance is offered by Delta Insurance Australia who underwrites on behalf of certain underwriters at Lloyd’s of London (Lloyd’s). Lloyd’s is an Australian Prudential Regulation Authority (APRA) regulated insurer. This insurer is financially liable for any claims that come within the **Policy**. Delta Insurance Australia acts as an agent of Lloyd’s under a binding authority to issue a **Policy** to you.

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513), which holds the Australian Financial Services Licence (AFSL 535427) issued by the Australian Securities and Investments Commission (ASIC). Delta Insurance Australia acts as the insurer/issuer of this product and does not provide any advice on the insurance. When issuing policies or handling insurance claims, Delta Insurance Australia acts as an agent of the insurer.

ABOUT LLOYDS

Lloyd’s is the world’s leading insurance and reinsurance marketplace. Through the collective intelligence and risk-sharing expertise of the market’s underwriters and brokers, Lloyd’s helps to create a braver world.

The Lloyd’s market does this by sharpening the insight to anticipate and understand risk, and the knowledge to develop relevant and innovative forms of insurance for customers globally.

Lloyd’s offers the efficiencies of shared resources in a marketplace that covers risks from more than 200 territories, in any industry, at any scale.

Lloyd’s promises a trusted partnership – helping people, businesses and communities to recover in times of need and build resilience for the future.

Lloyd’s is a 330-year old start up, founded by a few brave entrepreneurs in a coffee shop. Three centuries later, the Lloyd’s market continues that proud tradition – sharing risk and inspiring courage everywhere.

COMPLAINTS

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.

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 Delta Insurance Australia Pty Ltd in the first instance:

Managing Director
Delta Insurance Australia Pty Ltd
Email: complaints@deltainsurance.com.au
Telephone: 07 3017 4720
Post: GPO BOX 1832, Brisbane, QLD, 4001, Australia

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
Post: 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
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your 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.

Legal Jurisdiction

The Underwriters accepting this Insurance agree that:

1. If a dispute arises under this Insurance, this policy 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.
2. 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.

3. 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.

Notice of Claim

The Claimant must provide Us with written notice of any event that may lead to a claim as soon as reasonably possible after the occurrence. Although a delay in notifying Us will not invalidate the claim, We may reduce Our liability to the extent that We have been prejudiced by the delay, as permitted by law. The Claimant must supply Us with any certificates, information, and documentation We reasonably request. We may also require the Claimant to undergo medical examinations periodically, at Our expense.

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This PDS is provided to help you understand what the Policy covers and give you the information you need to compare it with other options so you can decide if it's right for you.

This PDS includes important details required by the Corporations Act 2001 (The Act), such as the Policy's benefits, conditions, limits, and exclusions, your rights as a client, and other key information to help you make an informed choice.

For a full understanding of all benefits, terms, conditions, and exclusions related to the coverage, you should review the **Policy** section alongside the Policy Schedule. Please read these documents carefully and keep them in a secure place for future reference. Some terms in this PDS and **Policy** have specific meanings outlined in the definitions section of this document.

Any general advice contained in this PDS or accompanying material does not consider the Insured's individual objectives, financial situation, or needs, nor those of the individuals covered by the Policy. These factors should be assessed when determining if this product is suitable. Additionally, consider whether the limits, type, and level of cover are appropriate.

This PDS was prepared on August 21, 2024. Other documents may form part of Our PDS and if they do, We will tell the Insured in the relevant document.

UPDATING THIS PDS

We may need to update this PDS from time to time if specific changes occur where required and permitted by law. **We** will issue the **Insured** with a new PDS, Supplementary PDS or other compliant document to update the relevant information.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, **We** may issue the **Insured** with notice of this information in other forms or keep an internal record of such changes.

SUMMARY OF INSURANCE

This **Policy** provides a range of benefits. Key benefits are outlined below. For a comprehensive description of all benefits and limits, please review your **Policy Schedule**, which details the sums insured, coverage sections, and tables of insured benefits as specified in the **Policy** attached to this PDS.

Principal benefits of the Policy include:

- a. **Hospital** medical care, services, and prescribed medications;
- b. Outpatient medical care, services, and prescribed medications;

- c. Expenses related to pregnancy and maternity care;
- d. **Dental Expenses;**
- e. **Ancillary Expenses;**
- f. Emergency medical evacuation;

For detailed information on benefits and applicable conditions, please refer to the **Policy**.

In addition to these primary benefits, the **Policy** also offers several supplementary benefits, which are described in detail within the **Policy**.

LIMITATIONS ON BENEFITS PAID

There are limitations on how much **We** will pay for your claim. The maximum **We** will pay for all claims under the **Policy** during any one (1) **Policy Period** is the aggregate limit of liability shown in the **Policy Schedule**. Specific age-related limits also apply to the **Policy**.

No benefits are payable under this **Policy** for any **Insured Person** or any person aged 65 years or older.

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, illicit or unprescribed drugs, **War** or **Civil War**, an **Insured Person's** participation in an aerial activity except as a fare paying passenger on an airline with scheduled flights, participating in or training for a professional sport, nuclear activity, an **Insured Person's** refusal to follow **Our** or **Delta Assistance** instructions, charges for non-medical services, any expenses charged after returning to your **Country of Residence** or a **Pre-Existing Medical Condition** unless **We** have agreed in writing to provide cover.

There is no cover under Section B, Emergency Medical Evacuation for any **Insured Persons** who are Inpatriates to Australia and this will be shown as "not included" in the **Policy Schedule** for any applicable **Insured Persons**.

Additionally, certain benefits have limitations. It is crucial to review the **Policy** alongside the **Policy Schedule** to fully understand the coverage and its restrictions. Pay special attention to the General Conditions, General Provisions, and General Exclusions in the **Policy** to ensure the coverage meets your expectations. For further details, please consult the **Policy** and the **Policy Schedule**.

THE COST OF THE INSURANCE POLICY AND PAYING YOUR PREMIUM

We will provide the coverage specified in the **Policy**, subject to its terms and conditions, for the **Policy Period**.

Coverage under the **Policy** starts from the date and time indicated on your **Policy Schedule** for the **Policy Period**. The **Policy** cost includes the total premium, taxes, and charges as detailed in the **Policy Schedule**. This amount is determined before the **Policy Period** begins, based on the information provided in your application form and the Insurer's risk assessment. The insurance cost is reflected in your quote and includes taxes and statutory charges (such as GST & Stamp Duty).

Each year, prior to the **Policy** anniversary date, if **We** offer renewal terms, **We** will inform the **Insured** of the premium for the new **Policy Period**. **We** may adjust the premium for any changes or **Endorsements** requested during the **Policy Period** that **We** agree to provide.

The premium is calculated based on your specific risk profile, which may include:

- a. The sums insured;
- b. Your medical history, age, and claims history;

- c. Any restrictions or extensions to the **Policy** coverage; and
- d. Previous insurance history.

The premium may change at renewal, and **We** will notify the **Insured** of any proposed adjustments.

NON-PAYMENT OF PREMIUM

You must pay your premium according to the agreed credit terms; otherwise, your **Policy** may not be effected. If the premium is not paid by the due date or if the payment is dishonoured, the **Policy** will not take effect, and **We** may:

- a. Cancel the **Policy**; and/or
- b. Decline any claims made under the **Policy**.

COOLING OFF AND CANCELLATION RIGHTS

You have the right to cancel the **Policy** within twenty-one (21) days from the start of the **Policy Period**, known as the 'cooling-off period,' provided no claims have been made during this time.

If you cancel the **Policy** within this period, **We** will issue a full refund of the premium paid, minus any applicable taxes or duties, within fifteen (15) business days of receiving your cancellation request.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

The **Policy** will be cancelled from the date **We** receive your cancellation request. To cancel the **Policy**, you must notify **Us** in writing within the cooling-off period.

You may cancel this **Policy** at any time by notifying **Us** in writing at contactus@deltainsurance.com.au.

If the **Policy** was purchased through an insurance broker, please consult your broker for details on their specific procedures.

No refund will be issued if a claim has been made or is anticipated before the **Policy** is cancelled.

We also reserve the right to cancel this **Policy** under the conditions outlined in Section 60 of the **Insurance Contracts Act**.

MAKING A CLAIM

If an incident occurs that may give rise to a claim under this **Policy**, please notify our claims handlers, Proclaim, via email or post as soon as reasonably practicable after the date of the occurrence and within the **Policy Period** using the contact details below. Please ensure that your **Policy Number** is included in all correspondence.

Proclaim

Email: ahclaims@proclaim.com.au

Address: Locked Bag 32012

Collins Street East VIC 8003

Phone: 02 9287 1302

The **Insured Person** must, at their expense, provide **Proclaim** with any certificates, information, and documentation they may reasonably require to assess the claim. **Proclaim** may, at our expense, have the **Insured Person** medically examined as required.

Proclaim may also require the Insured Person to undergo medical examinations, vocational, and/or rehabilitation assessments. If required, we will cover these costs.

PRIVACY

Delta Insurance Australia Pty Ltd is committed to protecting your privacy. **We** have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (Privacy Act). The APPs govern the way in which **We** collect, use, disclose, store, secure and dispose of your personal information.

Any personal information collected about you will only be used for the purposes indicated in Delta Insurance Australia's privacy policy and only in the instance where you have provided consent to Delta Insurance Australia, or as otherwise required by law.

Delta Insurance Australia will need to collect personal information from you or your insurance agent to assist with assessing your risk in order to provide the insurance that you are applying for.

Our Privacy Policy can be accessed at
<https://deltainsurance.com.au/pages/resources/#Our-policies-and-procedures>

USE OF YOUR INFORMATION

The information collected will be used for the purpose of assisting with underwriting and administrating

Your insurance cover on behalf of the insurers Delta represents. Where reasonable and practicable to do so, Delta will collect Your personal information only from you. In some cases, to verify your identity, Delta may need to obtain or verify Your personal information from a third party. Information collected can also be used towards improving Delta's customer service, product data research analysis and to advise You of any other products and services that may be of interest to You.

SECURITY OF YOUR INFORMATION

Your personal information is stored in a manner that reasonably protects it from misuse and loss and from unauthorised access, modification or disclosure. When Your personal information is no longer needed for the purpose for which it was obtained, Delta will take reasonable steps to destroy or permanently de-identify Your personal information. However, most of the personal information is or will be stored in client files which will be kept by Delta for a minimum of 7 years.

Whilst underwriting and reviewing Your **Policy**, Delta may share Your information with Your insurance agent, claims assessors, and to third party administrators providing related services to Your insurance **Policy**. Your information will be provided to the insurers **We** represent, based in the United Kingdom & Singapore and whose details **We** will provide to You when issuing an insurance quotation.

By providing Delta with Your personal information, You are consenting to the collection, use, disclosing and or processing of Your personal data for the purposes as described above.

FURTHER INFORMATION

Delta Insurance Australia understands that You may not want to share with **Us** the information which is requested to review Your insurance **Policy**, and this may affect **Our** ability in providing and assessing an insurance **Policy**. For more information regarding how Delta collects, stores, uses and discloses Your information, please read **Our** privacy policy located at www.deltainsurance.com.au or alternatively You can contact **Us** at (07) 3017 4720.

HOW TO CONTACT US

Delta Insurance Australia Pty Ltd (ABN 83 652 033 933)
AFSL 535427
GPO Box 1832,
Brisbane QLD 4001
Telephone: (07) 3017 4720
Website: <https://deltainsurance.com.au/>
Email: contactus@deltainsurance.com.au

INSURED'S DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION

Your duty to take reasonable care not to make a misrepresentation

Before entering into or renewing a contract of insurance, you have a duty to take reasonable care not to make a misrepresentation under the Insurance Contracts Act 1984 (Cth). This duty is very important, as it may impact your insurance cover. A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When applying for or renewing insurance, we may ask you clear and specific questions that are relevant to our decision to insure you. Your answers in response to our questions are crucial, as they help us determine the terms of your policy and the premium we will charge. This means that you should respond fully, honestly, and accurately when answering our questions.

New Business

When you apply for insurance, we will ask questions relevant to our decision to insure you. The duty to take reasonable care not to make a misrepresentation applies when you:

- a. Complete an initial insurance application,
- b. Extend or make changes to an existing insurance policy, or
- c. Reinstate a previous contract of insurance.

Renewals

When renewing your insurance, we may ask you to confirm or update information you previously provided. If we do this, you must tell us about any changes or confirm that there are none. If you do not inform us of changes, we will assume the information remains the same. This duty applies until we agree to renew the contract.

Guidance for answering our questions:

Please ensure that you take care when providing your answers in relation to your insurance application or renewal. If you do not, it may affect your insurance cover. Here are some tips to guide you:

- a. Think carefully about your responses. If you do not understand a question or require further explanation, please ask us before responding.
- b. Make sure your answers are truthful, accurate, and complete.
- c. Provide all relevant information in response to our questions. If you are unsure what information to include, please include it or consult with us, your broker, or adviser.
- d. Do not assume we will contact others for the information we request.

- e. Review each answer you provide before submitting it to us. You are responsible for your responses, even if you have received help in preparing your application (e.g., from a broker or advisor).
- f. Before your insurance cover starts, tell us of any changes that may be required to your answers. This may save time, as changes could require further investigation or risk assessment.
- g. If, after your insurance cover starts, you think you may not have complied with your duty, please contact us, your broker, or advisor immediately. We will inform you of any impact on your cover.

Your duty to take reasonable care not to make a misrepresentation applies to all communication methods, including written, electronic, online, in person, or via telephone.

If you do not comply with your duty:

If you do not take reasonable care not to make a misrepresentation, it may have serious consequences for your insurance. If you have failed to comply with your duty, we have certain rights, which may depend on what your insurance offer would have been had you not made a misrepresentation and whether or not it was fraudulent. Possible actions include:

- a. Avoiding your insurance cover, meaning the contract will be treated as if it never existed.
- b. Changing the amount of cover; for example, reducing the level of cover.
- c. Changing the terms of your contract; for example, excluding certain events from coverage.

This may result in an insurance claim not being paid, a reduction in the benefit amount, or an increase in premiums.

If we suspect that you may have breached your duty, we will:

- a. Explain our reasons why we believe you have breached your duty, and
- b. Provide you with an opportunity to respond and give further information.

If we decide to make changes to your cover, we will notify you of our decision and provide details of the review process and complaints procedure if you disagree.

If you need help:

It is crucial that you understand this information, the questions we ask, and your duty. If you need support due to a disability, language barrier, or other reasons, please contact us so that we can assist you.

If you have any questions, please contact us, your broker, or advisor.

IF YOU DO NOT TELL THE INSURER SOMETHING

If you do not tell **Us** anything you are required to, **We** may cancel your contract or reduce the amount **We** will pay you if you make a claim, or both. If your failure to tell **Us** is fraudulent, **We** may refuse to pay a claim and treat the contract as if it never existed.

CHANGES IN LEGISLATION

A reference to any legislation, statutory order, section, subsidiary instrument, or part in this document includes a reference to any replacement, reenacting, amending, or equivalent legislation, statutory order, section, subsidiary instrument, or part.

SECTION A – MEDICAL CARE AND SERVICES EXPENSES

Cover under this **Policy** applies if the **Insured Person** is:

- a. a temporary resident to Australia; or
- b. an expatriate outside Australia and outside their **Country of Residence**.

We will pay up to the benefit limit set out in the Tables of Benefits 1 to 5 below for necessary and reasonable expenses incurred by an **Insured Person** during the **Policy Period**, provided that Section A cover is shown in the **Policy Schedule**.

All payable benefit limits are subject to the **Excess** and Section A limit as shown in the **Policy Schedule**.

TABLE OF BENEFITS

Table 1 – Primary Medical and Specialist Outpatient Care Expenses

Amounts shown under Hospital Expenses, Prescribed Medicines in Hospital Expenses and Out of Hospital Expenses are the maximum payable per **Insured Person** for any one (1) **Policy Period**.

EXPENSE	BENEFITS
Medical Care Expenses – Inpatient	100% of the sum insured amount stated on the Policy Schedule under Section A
Prescribed Medicines – Inpatient and Outpatient	100% of the sum insured amount stated on the Policy Schedule under Section A
Medical Care Expenses – Outpatient	100% of the sum insured amount stated on the Policy Schedule under Section A

Table 2 – Maternity and Newborn Expenses

Amounts shown under Maternity and Newborn Expenses are the maximum payable per **Insured Person** for any one (1) **Policy Period**.

Insured Person(s) are only covered for Maternity and Newborn Expenses if;

- a. the pregnancy commences during the **Policy Period** and after their effective date of coverage; and
- b. no **Waiting Period** applies (or the **Waiting Period** has expired) or the **Takeover Provisions** have been met.

EXPENSE	BENEFITS
Maternity Care and Treatment Expenses (Routine)	100% of costs to a maximum of \$10,000 (up to six (6) months after the birth of the child)
Maternity Care and Treatment Expenses (Emergency)	100% of costs to a maximum of \$10,000 in addition to Maternity Care and Treatment Expenses (Routine) .
Newborn Child Expenses	100% of costs to a maximum of \$10,000
Newborn Child Congenital Defect Expenses	100% of costs to a maximum of \$25,000

Table 3 – Dental Expenses

Amounts shown under Dental Expenses are the maximum payable per **Insured Person** for any one (1) **Policy Period**.

EXPENSE	BENEFITS
Dental Expenses (General)	85% of costs to a maximum of \$1,000
Dental Expenses (Special)	85% of costs to a maximum of \$1,000

Table 4 – Ancillary Expenses

Amounts shown under Ancillary Expenses are the maximum payable per **Insured Person** for any one (1) **Policy Period**.

EXPENSE	BENEFITS
Acupuncture/naturopathy/hypnotherapist	100% of costs to a maximum of \$800
Chiropractic/osteopathy	100% of costs to a maximum of \$800
Dietician	100% of costs to a maximum of \$800
Optical	100% of costs to a maximum of \$500
Physiotherapy	100% of costs to a maximum of \$800
Podiatry	100% of costs to a maximum of \$800
Prescribed Medicines (out of Hospital)	100% of costs to a maximum of \$2,000
Prosthesis and hearing aids (one appliance every two years)	100% of costs to a maximum of \$1,500
Speech therapy	100% of costs to a maximum of \$800

Table 5 – Other Expenses

Amounts shown under other expenses are the maximum payable per **Insured Person** for any one (1) **Policy Period**.

EXPENSE	BENEFITS
Rehabilitation and Occupational Therapy Expenses	100% of costs to a maximum of \$10,000
Preventative Medical Expenses (applicable only in relation to Sickness as provided by or referred by a Doctor or Specialist)	100% of costs to a maximum of \$10,000
Psychology and Psychiatry Expenses	100% of costs to a maximum of \$3,000
Home Nursing Expenses following a Bodily Injury or Sickness	\$1,000 per week to a maximum four (4) weeks

CONDITIONS APPLICABLE TO SECTION A

Where allowed by law, if an **Insured Person** qualifies for coverage under Section B and is evacuated to Australia or New Zealand, which is also their **Country of Residence**, they can claim for ongoing medical treatment and/or services for up to twelve (12) months from the date of evacuation from their **Country of Assignment**. The maximum amount payable for expenses charged in Australia or New Zealand is capped at the remaining sum insured specified in the **Policy Schedule** under Section A.

If an **Insured Person** qualifies for coverage under Section B and is evacuated to a **Country of Residence** other than Australia or New Zealand, the period for claiming ongoing medical treatment and/or services is limited to 180 consecutive days from the evacuation date. The maximum amount payable for expenses charged in that **Country of Residence** is either \$50,000 or the remaining sum insured shown on the **Policy Schedule** under Section A, whichever is lower.

If an **Insured Person** wishes to leave their **Country of Assignment** to seek medical advice or treatment and expects **Us** to cover the costs, they must first obtain approval from **Delta Assistance**, provided it is reasonably possible to do so. This approval will not be unreasonably withheld or delayed. **We** will assess the necessity and reasonableness of the medical advice or treatment based on the **Insured Person's** specific situation, the availability of such services in their **Country of Assignment**, and the cost difference between the two countries.

Except in emergencies where it is not feasible to do so, **Delta Assistance** must be informed in advance of any potential claim under this Section where the expenses are expected to exceed \$5,000. Failure to notify **Delta Assistance** in advance may result in a reduction of liability if **We** reasonably determine (based on medical or other evidence) that the treatment was not medically necessary or if **We** have been disadvantaged in any way, including the inability to implement cost-control measures or secure treatment at a lower cost.

SECTION B – MEDICAL AND EMERGENCY EVACUATION

Medical and Emergency Evacuation Expenses Benefit

If, during the **Policy 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 pay the necessary and reasonable medical and emergency evacuation expenses charged, provided that the **Insured Person**, their representative or the **Insured**, where reasonably practicable to do so:

- a. obtains prior approval from **Delta Assistance** (which **We** will not unreasonably withhold or delay); and
- b. obtains certification by the attending **Doctor** that the **Insured Person** is suffering a **Bodily Injury** or **Sickness** and it is necessary that the **Insured Person** obtains specialised treatment, surgery or post-operative attention which is not available in the **Country of Assignment**.

The maximum amount payable per **Insured Person** in respect of Medical and Emergency Evacuation during any one **Policy Period** is as stated in the **Policy Schedule** under Section B – Medical and Emergency Evacuation.

Cover under this section is subject to the terms, conditions and exclusions appearing under the sections titled General Provisions Applicable to the **Policy** (refer page 24) and Exclusions Applicable to All Sections of the **Policy** (refer page 22).

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

Emergency Medical Evacuation

- a. The transportation costs for the **Insured Person**, under required medical supervision, via air ambulance, scheduled flight, road ambulance, or similar means to a more appropriate Hospital based on the nature of the **Insured Person's** Injury or Sickness;

- b. If medical evacuation of the Insured Person via scheduled transport services is not feasible, We will arrange and cover the expenses for a chartered transport transfer, including but not limited to an aircraft or air ambulance, equipped with the necessary medical supervision and equipment, to the nearest recommended Hospital;
- c. The return travel costs for any accompanying medical and/or escort personnel, provided that such personnel have been approved by Us to accompany the Insured Person.

Accompanying person for a Dependent Child

Transportation expenses, including economy class airfares when available, for one (1) accompanying adult if the Insured Person requiring emergency medical evacuation is a Dependent Child.

Accompanying person for an adult

Transportation expenses, including economy class airfares when available, for one (1) accompanying adult if the treating Doctor or Specialist, along with Delta Assistance, recommends that an accompanying person travel with the Insured Person.

Insured Person's return to country of domicile

Reasonable return transportation expenses, including economy class airfares where available, to return the Insured Person to their Country of Assignment within ninety (90) days of sustaining a Bodily Injury or Sickness, for the purpose of continuing their work on behalf of the Insured. These expenses will be covered only if they exceed the transport costs originally budgeted for the Insured Person's initial journey to and from the Country of Assignment.

Accommodation Benefits

- a. accommodation charges for an Insured Person who, under the recommendation of the treating Doctor or Specialist and Delta Assistance, 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. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to thirty (30) days;
- b. accommodation charges of one (1) accompanying adult for the duration of the Insured Person's Hospital admission including their pre-Hospital and post-Hospital accommodation charges. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to thirty (30) days, if recommended by the treating Doctor or Specialist and Delta Assistance;
- c. accommodation charges for an Insured Person when the Insured Person's treating Doctor or Specialist and Delta Assistance certify as necessary for the Insured Person to wait for Hospital treatment, convalesce after Hospital treatment or wait for medical test results. The maximum amount payable is two hundred and fifty dollars (\$250) per day for up to fourteen (14) days.

SECTION C – ADDITIONAL BENEFITS

Cover under this section is subject to the terms, conditions and exclusions appearing under the sections titled General Provisions Applicable to the Policy (Page 19) and General Exclusions Applicable to All Sections of the **Policy** (page 18).

Emergency Return Home

Subject to **Our** prior written approval, if an **Insured Person's Spouse/Partner** or **Dependent Child** unexpectedly dies or suffers a **Critical Injury** or **Sickness**, **We** will cover all reasonable travel and accommodation expenses for the

Insured Persons to return to their **Country of Residence**. The maximum amount payable will be \$3,000 per **Insured Person** for any one event.

Home Leave

An **Insured Person's Home Leave** begins on the date of their arrival in their **Country of Residence** and concludes either when they leave to return to their **Country of Assignment** or after sixty (60) cumulative days per **Policy Period**, whichever occurs first.

If the **Insured Person's Country of Residence** is not Australia, the amount payable under this additional benefit is capped at \$50,000 or the remaining balance of the sum insured under Section A Medical and Additional Expenses, whichever is the lesser.

Personnel Replacement

- a. If the **Insured Person** becomes **Critically Ill**, **We** will cover reasonable travel and additional temporary accommodation expenses incurred by the **Insured** for:
- b. Sending a qualified replacement **Employee** to the **Insured Person's Country of Assignment** to fulfill their unfinished business commitments, or
- c. Returning the **Insured Person** to the **Country of Assignment** after their recovery to complete those original business commitments.
- d. The maximum amount payable is \$10,000 per **Insured Person** for any one (1) **Policy Period**

Repatriation of Mortal Remains and Funeral Costs

If, during **Policy Period**, an **Insured Person** sustains a **Bodily Injury** or **Illness** resulting in death, **We** will cover all reasonably incurred expenses for either:

- a. the cost of returning their body to their **Country of Residence**; or
- b. the reasonable funeral and related expenses if the body is buried or cremated at the place of death, as instructed by the **Insured Persons** representative.

The maximum amount payable will be \$10,000.

GENERAL DEFINITIONS UNDER THE POLICY

In this **Policy** the following definitions apply:

Accident means a sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place to an **Insured Person**, and is not caused by deliberate actions or negligence. The word **Accidental** shall be construed accordingly.

Ancillary Expenses means the reasonable and necessarily incurred charges for services such as acupuncture, chiropractic, dietetics, physiotherapy, podiatry, as shown under the heading **Ancillary Expenses** in the Table of Benefits.

Bodily Injury means an injury to the body that arises solely from an **Accident**, occurring independently of any illness or other factors. Both the injury and the **Accident** must take place within the **Policy Period** while the **Insured Person** is covered under the **Policy**. **Bodily Injury** does not include:

- a. Any **Sickness**, illness, or disease, except for conditions directly resulting from medical or surgical treatment required due to the **Bodily Injury**; or

- b. Any **Pre-Existing Medical Condition**, unless the **Takeover Provisions** or the relevant waiting periods have been satisfied concerning that condition.

Civil War whether declared or not, means armed opposition, insurrection, revolution, armed rebellion or sedition.

Claimant means the **Insured**, an **Insured Person** or any other person entitled to make a claim under the **Policy**

Close Relative means a **Spouse/Partner**, parent, parent-in-law, step-parent, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Country of Assignment means the country where the **Insured Person(s)** is/are domiciled temporarily on foreign assignment and does not mean the **Insured Person's Country of Residence**.

Country of Residence means the country in which the **Insured Person** normally resides and of which the **Insured Person** has permanent citizenship or is a permanent resident and is not the **Insured Person's Country of Assignment**.

Critical Injury or Sickness means a life threatening injury or illness certified by the attending **Doctor** or **Specialist**, that was unknown and unexpected prior to commencement of the **Insured Person's** coverage start date.

Delta Assistance means the telephone advice, information & claim pre-approval services provided or arranged by **Us**. **Delta Assistance** can be contacted on +61 7 3164 9530.

Dental Expenses (General) means expenses charged by a legally qualified and registered oral surgeon or **Dentist** for the general care and maintenance of the teeth and gums such as examinations, cleaning, tooth fillings, restorations, extractions, x-rays and injections.

Dental Expenses (Special) means expenses charged by a legally qualified and registered **Dentist**, dental specialist or oral surgeon for specialist procedures not otherwise considered to be **Dental Expenses (General)**.

Dentist means a **Dentist** or **Specialist** who is registered or licensed and legally qualified to practice dentistry under the laws of the country in which they practice, other than the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

Dependent Child(ren) means an unmarried **Dependent Child**, stepchild or legally adopted child of an **Insured Person** or their **Spouse/Partner** and who lives with the **Insured Person** in the **Country of Assignment** and who is under nineteen (19) years of age (or under twenty-five (25) years of age if the **Dependent Child** is a full-time student and is primarily dependent on the **Insured Person** for support and maintenance). **Dependent Child(ren)** also means an unmarried child of any age permanently living with the **Insured Person** in their **Country of Assignment** who is unable to self-support due to medically diagnosed physical or mental incapacities.

Doctor means a medical practitioner or **Specialist** who is registered or licensed and legally qualified to practice medicine under the laws of the country in which they practice, other than the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

Employee means any person in the **Insured's** service including directors (executive and non-executive), board members, consultants, contractors, sub-contractors, and any other person who is engaged on an assignment outside their **Country of Residence** on behalf of the **Insured**.

Endorsement means a written alteration to the terms of the **Policy**.

Excess means the amount as shown in the **Policy Schedule** which must be paid in any one (1) **Policy Period** per single, couple or family before benefits become payable under any part of the **Policy**.

Home Leave means all forms of leave provided by the **Insured** for the **Insured Person** to temporarily return to their **Country of Residence** for a maximum of sixty (60) days per **Policy Period**.

Home Nursing Expenses means expenses charged for the treatment of an **Insured Person's Bodily Injury** or **Sickness**, provided the care is considered necessary as evidenced by a written statement from a **Doctor** and provided by a person registered as a nurse who is not the **Insured**, the **Insured Person**, a **Close Relative** of the **Insured Person** or an **Employee** or director of the **Insured**.

Hospital means a licensed institution primarily engaged in providing diagnostic, surgical, and therapeutic services for the treatment of inpatients under the supervision of a **Doctor**. It must have organised facilities for diagnosis, major surgery, and ongoing medical treatment, provide 24-hour nursing services by registered nurses, and operate under the supervision of a full-time, qualified **Doctor**. It is not intended primarily for custodial care, convalescence, rest, elderly care, or the treatment of alcoholism or drug addiction.

Hospital Expenses means expenses charged whilst medically confined for **Hospital** room and board, including **Doctor's** charges for any anaesthesia and its administration, operating theatre usage, medicines, dressings, splints, plaster casts, wheelchair or other prosthetic device rental and other miscellaneous **Hospital** charges for services necessarily and regularly given by a **Hospital** for that **Bodily Injury** or **Sickness**.

Insurance Contracts Act means the Insurance Contracts Act 1984 (Cth) as amended from time to time.

Insured means the named company, organisation or person listed as the **Insured** in the **Policy Schedule** with whom **We** enter into the **Policy**. They are the contracting **Insured**.

Insured Person means such person or persons as defined in the **Policy Schedule** or declared to **Us** with respect to whom premium has been paid.

Maternity Care and Treatment Expenses (Emergency) means expenses charged for pre-natal, emergency maternity delivery and post-natal care and treatment (up to twenty-six (26) consecutive weeks after the birth of the child) for the care and treatment of the mother from the date of conception (or known conception), provided the **Insured Person's** pregnancy commenced during the **Policy Period** and after the **Insured Person's** coverage start date.

Maternity Care and Treatment Expenses (Routine) means expenses charged for pre-natal, delivery and post-natal care and treatment (up to twenty-six (26) consecutive weeks after the birth of the child) for the care and treatment of the mother from the date of conception (or known conception), provided the **Insured Person's** pregnancy commenced during the **Policy Period** and after the **Insured Person's** coverage start date.

Medical Aids means any device which is not surgically implanted, including but not limited to CPAP (continuous positive airway pressure) machines, hearing aids, nebulisers and glucose monitors as deemed to be necessary in the treatment of the **Insured Person's Bodily Injury** or **Sickness** by the treating **Doctor** or **Specialist**. **Medical Aids** does not mean household appliances, air purifiers, vapourisers and humidifiers.

Newborn Child means an **Insured Person's Dependent Child** who is twenty-six (26) weeks of age or under.

Newborn Child Congenital Defect Expenses means expenses charged for the reasonable medical expenses charged for the treatment of a congenital defect (physical, mental or biochemical) of an **Insured Person's New Born Child**.

Newborn Child Expenses means expenses charged for the routine care of a **New Born Child**.

Optical Expenses means expenses charged for spectacles and/or contact lenses as prescribed by the treating **Doctor** or **Specialist** to an **Insured Person**.

Policy means this document including the Product Disclosure Statement, the current **Policy Schedule**, any **Endorsements**, Supplementary Product Disclosure Statements and any other documents that **We** may issue and inform you that it forms part of the **Policy**.

Policy Period means the period shown in the **Policy Schedule** or such shorter time if the **Policy** is terminated.

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

Pre-Existing Medical Condition means:

- a. any physical defect, condition, illness, or disease for which treatment, medication, or advice has been received or prescribed by a **Doctor** in the five (5) years before becoming an **Insured Person** under the **Policy**, or
- b. symptoms of any physical defect, condition, illness, or disease that a reasonable person would have recognised as related to an underlying issue in the three (3) calendar months before the **Insured Person's** coverage start date.

Prescribed Medicines means medications which have been prescribed by a **Doctor** or **Specialist**.

Preventative Medical Expenses means expenses charged for treatment, diagnosis, X-rays, scans, ultrasounds and laboratory examinations for prevention of a **Sickness** as provided by or referred by a **Doctor** or **Specialist** including but not limited to breast examinations, pap smears, prostate checks, skin cancer checks and vaccinations.

Prosthesis means an artificial replacement for a missing body part such as an artificial limb or total joint replacement and includes a device designed and applied to improve function.

Psychology and Psychiatry Expenses means expenses charged by a duly qualified psychologist or psychiatrist for the provision of mental health services provided that the **Insured Person** is referred for such treatment by their treating **Doctor** or **Specialist**.

Recognised Health Provider means any Australian or international insurer licensed to insure general insurance or health insurance including as a registered health fund.

Rehabilitation and Occupational Therapy Expenses means the reasonable and necessarily incurred charges for rehabilitation treatment and/or occupational therapy as prescribed by the treating **Doctor** or **Specialist** as a result of a **Bodily Injury** or **Sickness**.

Sickness means any illness, disease or syndrome suffered by the **Insured Person**, which is not a **Pre-Existing Condition** and which manifests itself during the **Policy Period**.

Specialist means a **Doctor** referred to by another **Doctor** for their experience, qualification, and training in a particular branch of medicine or surgery, or in the treatment of a specific **Bodily Injury** or **Sickness**. **Specialist** also includes Optometrists, who do not require a referral by a **Doctor**.

Spouse/Partner means an **Insured Person's** husband or wife and includes a de-facto or life partner who has continuously co-habited with the **Insured Person** for a period of ninety (90) consecutive days or more and is residing with the **Insured Person** in the **Country of Assignment**.

Takeover Provisions means cover under this **Policy** is extended to include all **Pre-Existing Medical Conditions** including pregnancy, provided an **Insured Person** has been continuously insured with a **Recognised Health Provider** for the twelve (12) calendar months immediately prior to becoming an **Insured Person**. 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**.

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not).

We/Our/Us means Delta Insurance Australia Pty Ltd (ABN 83 652 033 933), an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL 535427, as the **Policy** issuer on behalf of Certain Underwriters at Lloyd's, led by Canopus Syndicate 4444.

GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

We will not pay for that part of a claim which arises directly or indirectly out of:

- a. cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of a **Bodily Injury** to the **Insured Person**);
- b. any **Pre-Existing Medical Condition** unless an application form has been received and accepted by **Us** prior to the **Insured Person** being covered under this **Policy** or any applicable waiting periods have been served;
- c. charges for non-medical services including but not limited to telephone, television and newspapers;
- d. sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- e. any congenital condition or abnormality either recognised at birth or believed to have been present since birth, except where covered under **New Born Child Congenital Defect Expenses**;
- f. Any intentional self-inflicted **Bodily Injury**, suicide, reckless behavior, or any illegal or criminal act carried out by the **Insured** or an **Insured Person**.
- g. any **Insured Person** either:
 - h. being under the influence of alcohol, where the **Insured Person** has a recorded blood alcohol concentration greater than the limit prescribed by the applicable governing authority whilst operating a motor vehicle, or
 - i. being under the influence of any other drug, unless it was prescribed by a **Doctor** or **Specialist** and taken in accordance with the **Doctor's** or **Specialist's** advice provided it is not for the treatment of addiction to illegal drugs;
- j. **War** or **Civil War**, invasion, or an **Insured Person** taking part in a riot or civil commotion;
- k. The **Insured** or **Insured Person's** failure to follow the instruction and directions of **Us** or **Delta Assistance**;
- l. The **Insured Person** flying or engaging in any aerial activity except as a fare paying passenger on an airline with scheduled flights
- m. any **Insured Person** travelling against the advice of a **Doctor** or **Specialist**;
- n. nuclear reaction, nuclear radiation or radioactive contamination;
- o. any **Insured Person** training for or participating in professional sport of any kind ;
- p. any **Insured Person** who is aged sixty-five (65) years or over at the time of loss, **Bodily Injury** or **Sickness**. This will not prejudice any entitlement to claim benefits which has arisen before an **Insured Person** has attained the age of sixty-five (65) years;
- q. any action that would be contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as amended from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts or Rules;
- r. treatment or services which are covered in whole or part by Medicare;
- s. treatment or services which are covered by any:
 - i. workers compensation legislation;
 - ii. transport accident legislation;

- iii. government sponsored fund, plan or medical benefit scheme;
- iv. other insurance policy (including those that are required to be effected by or under law), or
- v. reciprocal health agreement between the **Insured Person's Country of Residence** and their **Country of Assignment**,

but only to the extent that the loss, damage, liability, event, **Bodily Injury**, or **Sickness** is covered by other schemes or policies. **We** will cover any excess loss, damage, or expenses beyond what is provided by such other schemes or policies, provided the **Insured Person** or **Insured** has fully pursued and resolved their claim under those other schemes or policies. This is subject to the terms, conditions, exclusions, and limits of this **Policy**, where legally permissible. According to the **Insurance Contracts Act**, if there is other valid and collectible insurance available for the same loss, damage, liability, event, **Bodily Injury**, or **Sickness** covered by this **Policy**—except for policies specifically designed to be in excess of this **Policy**—this **Policy** will provide coverage on an excess basis and will not contribute with such other insurance;

- t. any situation where the provision of such benefit would expose **Us** to any sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America. Consequently, **We** will have no liability to the **Insured** or **Insured Person** if providing such benefits would violate these restrictions.

GENERAL PROVISIONS APPLICABLE TO THE POLICY

These general provisions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**.

Delta Assistance

If a **Hospital** requires pre-approval for **Hospital Expenses** relating to an **Insured Person** during the **Policy Period**, the **Insured Person** or the **Hospital** should contact **Delta Assistance** on +61 7 3164 9530 as soon as practically possible.

Delta Assistance will provide one or more of the following services:

1. pre-approval for **Hospital Expenses**, or
2. payment of approved **Hospital Expenses**, either by standard claims process or direct billing from the **Hospital** to **Us**.

Waiting Period

There is no cover for **Pre-Existing Medical Conditions** for a period of twelve (12) calendar months from the **Insured Person's** coverage start date. This waiting period does not apply when the **Takeover Provisions** have been satisfied by the **Insured Person**.

There is no cover for **Maternity and New Born Expenses** for a period of twelve (12) calendar months from the **Insured Person's** coverage start date. This waiting period does not apply when the **Takeover Provisions** have been satisfied by the **Insured Person**.

Takeover Provisions

The **Takeover Provisions** will be satisfied if the **Insured Person** has maintained continuous insurance coverage with **Us** or a **Recognised Health Provider** during the twelve (12) months immediately prior to their coverage start date. These provisions apply solely to equivalent benefits under this **Policy** that were covered by the previous policy, while all other waiting periods remain in effect (for instance, if maternity coverage was not included under the previous policy, the waiting period under this **Policy** will still apply).

Additions and Deletions

We must be informed of any **Insured Persons** for whom cover is required during the **Policy Period**, within thirty (30) days of their coverage start date. Coverage will be subject to acceptance by **Us** and the provision of a pro-rata premium for time on risk.

We must also be informed of any **Insured Persons** no longer requiring cover within thirty (30) days of their cessation date.

We reserve the right to either deny any premium refund or issue only a partial refund. If no claim has been paid under the **Policy** for the **Insured Person** ceasing cover, **We** will provide a pro-rata refund of the premium based on the period the **Policy** was active, minus any non-recoverable charges or taxes. If a claim has been paid under the **Policy** for the **Insured Person** ceasing cover, no premium refund will be given.

Assistance and Co-operation

The **Insured** and **Insured Person(s)** shall co-operate with **Us** and upon **Our** reasonable request, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Insured** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. **We** will keep the **Insured** updated of the status of any proceedings, informed of material developments and consulted where appropriate. In that regard, the **Insured** and **Insured Person** (where relevant and to the extent it is within the **Insured** and/or the **Insured Person's** power to do so) shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** or **Insured Person** shall not, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **Accident**.

The **Insured** and **Insured Person(s)** must frankly and honestly provide **Us** with all information and assistance required by **Us** and/or **Our** representatives 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. The **Insured** and **Insured Person** must do all things reasonably practicable to minimise **Our** liability in respect of any claim or loss

Cancellation

This **Policy** may be cancelled by the **Insured** at any time by giving **Us** notice in writing via email or post.

Should the **Insured** cancel this **Policy**, **We** will retain a pro-rata proportion of the premium for the time the **Policy** has been in force. If this **Policy** was purchased through an insurance broker, ask the broker what arrangements apply.

We will not provide any refund if a claim has been paid, or a claim is forthcoming against the **Policy** prior to cancellation.

We may cancel this **Policy** or any section within this **Policy**, for any circumstances prescribed by Section 60 of the **Insurance Contracts Act** by providing the **Insured** with thirty (30) days notice, as required by Section 59 of the **Insurance Contracts Act**.

Change of Insured Person's Business Activities and Countries of Assignment

We must be informed as soon as is reasonably practicable of any change to the **Insured's** business activities or **Insured Person's** occupational duties or the **Country of Assignment** for **Insured Person(s)** from those advised at the start of the **Policy Period**.

Where there is a change in the business activities, occupational duties or **Country of Assignment**, **We** reserve the right to review the conditions and premium previously applied, and amend as necessary, due to an increased risk as a result of factors such as an increase in health care costs between locations, greater risk of evacuation due to a lower standard of available medical care.

Where **We** have not been advised of any changes that are material to **Our** exposure, **We** may reduce **Our** liability if **We** have been disadvantaged in any way, to the extent permitted by law.

Currency

All benefits paid under the **Policy** are in AUD unless otherwise stated. Where expenses are lodged in a currency other than AUD, the expense will be converted using the exchange rate applicable at the time the expense was incurred.

Notice of Claim

The **Claimant** must provide **Us** with written notice of any event that may lead to a claim as soon as reasonably possible after the occurrence. Although a **Claimant's** delay in notifying **Us** within the time specified in the **Policy** will not invalidate the claim, **We** may reduce **Our** liability to the extent that **We** have been prejudiced by the delay, as permitted by law. The **Claimant** must, at their own expense, supply **Us** with any certificates, information, and other documentation **We** reasonably request, which are in the **Claimant's** possession, control, or can be provided. **We** may also, at **Our** own expense, require any **Claimant** involved in a claim to undergo medical examinations periodically, provided that the frequency of such examinations is reasonable given the circumstances.

Other Insurance

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

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.

Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover an equivalent sum from any party other than the **Insured**, **Insured Person**, or other individuals covered by this **Policy**. The **Claimant** must sign any necessary documents and take any actions required to enable **Us** to enforce these subrogation rights. The **Claimant** must not take any steps that could jeopardise **Our** subrogation rights.

We will not be liable for a loss if the **Claimant** has entered into an agreement that excludes or limits **Our** subrogation rights to recover damages from a third party in relation to that loss, regardless of whether the agreement was made before or after the loss occurred. This means that if the **Claimant** has made any agreement with a third party that prevents **Us** from recovering the loss from that party or another, it may affect the **Claimant's** rights regarding the claim.



**Embrace
Change.**

Delta Insurance Australia

contactus@deltainsurance.com.au

(07) 3017 4720

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Delta Insurance Australia Pty Ltd

(ABN 83 652 033 933) is an Authorised Corporate Representative (CAR 001296353) of DIA Licence Pty Ltd (ACN 654 160 513) AFSL535427