

**COMBINED PRODUCT DISCLOSURE STATEMENT
AND POLICY WORDING
BUSINESS TRAVEL INSURANCE**

BUSINESS TRAVEL

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BUSINESS TRAVEL

Introduction

This booklet consists of two parts:

1. Part 1 - Product Disclosure Statement (“PDS”)
2. Part 2 - Policy Wording

Where words or expressions used in have a special meaning, **We** have used the same terms in all parts of this document (unless stated otherwise). These defined terms are capitalised and their special meaning is explained in the Definitions section of the **Policy Wording**.

Product Disclosure Statement (Part 1)

The purpose of this PDS is to help you understand the key features of the insurance and provide you with sufficient information to enable **You** to make an informed decision about whether to purchase it.

The PDS does not form part of the insurance contract between **You** and **Us**.

Policy Wording (Part 2)

This part contains the terms, conditions, exclusions, limits and definitions of **Your** insurance policy. It also contains information about **Your** rights and obligations under the policy.

When we issue the insurance to **You**, **You** will also receive a **Schedule** which describes what **We** have agreed to cover and other important information relating to your **Policy**, including any applicable **Excess**, limits and sub-limits.

Before you decide to buy this insurance, please carefully read all three parts of this booklet.

If **You** purchase this insurance, **Your** policy comprises of the **Policy Wording** contained in Part 2 of this document, and the **Schedule We** issue to you which shows details particular to **You** and **Your** coverage. **Your** policy is subject to definitions, terms, conditions and limitations set out in the **Policy Wording**.

BUSINESS TRAVEL

Part 1: Product Disclosure Statement

The PDS contains important information about the features of the insurance, including costs, significant benefits, exclusions, conditions and other information, including your duty to take reasonable care not to make a misrepresentation or duty of disclosure, how to make a claim and **You** cooling-off rights. It also describes **Our** commitment to the General Insurance Code and how **You** may contact us if **You** have a complaint.

While the PDS provides a summary of the significant **Benefits** and features of the insurance, **You** should also read the **Policy** wording to understand what **You** are and are not covered for. Exclusions should be read carefully as they will tell **You** what is not covered by the **Policy**.

You can also review the Target Market Determination (“TMD”) for this product if you want to understand whether it is likely to be suited to **Your** needs. The TMD is available at <https://alliedworldinsurance.com/products/australia-accident-health/>

This PDS was prepared on 24th May 2024. The information in this PDS is current at the date of preparation. **We** may need to update some of the information in the PDS if certain changes occur and where required by law. If the change is material, **We** will arrange for **You** to be provided with a supplementary or new PDS to the email address recorded in our system. **We** may update some of the information in the PDS from time to time without needing to notify **You** (but only if it is not material information).

You can obtain a copy of any updated information by contacting **Us** at:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

Level 21, 264- 278 George Street

Sydney NSW 2000 Australia

T: +612 8015 2500

E: auscompliant@awac.com

About Allied World Assurance Company

Allied World Assurance Company, Ltd (Australia Branch) ABN 54 163 304 907 (“AWAC”) AFS Licence No. 548668 is the insurer and issuer of the insurance policy and this PDS.

We are authorised to carry on insurance business in Australia under the *Insurance Act 1973* (Cth) and are regulated by the Australian Prudential Regulation Authority (“APRA”) as an insurer.

How you contact us

You may contact **Us** by phone, email or writing to us at the address below:

Allied World Assurance Company, Ltd (Australia Branch)

Australia Square

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Significant Features and Benefits

The policy offers the following coverage sections:

Overseas Medical and Evacuation Expenses

This section covers emergency medical treatment, medical evacuation, repatriation, and hospitalisation and is designed to protect **Insured Persons** from the cost of medical care in foreign countries whilst on a **Journey**.

Cancellation, Curtailment and Loss of Deposit Expenses

This section covers reimbursement of travel and accommodation expenses incurred if the **Insured Person's** trip needs to be cancelled or cut short due to covered reasons such as **Sickness, Bodily Injury**, or other unforeseen events.

Luggage and Personal Effects

This section covers any loss, theft, or damage to the **Insured Person's** personal belongings including electronics whilst on a **Journey**, as well as compensation for essential items the **Insured Person** purchases if baggage is delayed or lost.

Personal Accident and Sickness

This section provides lump sum compensation for **Accidental Death** and **Permanent** disablement, and loss of **Income** due to **Bodily Injury** or **Sickness** whilst on a **Journey**.

Motor Vehicle Excess Waiver

This section covers the **Excess** that the **Insured Person** would have to pay in case of damage or theft of a rental or personal vehicle during a **Journey** as well as incurred towing expenses.

Personal Liability and Identity Theft

This section covers any legal expenses, damages, or compensation that the **Insured Person** may be liable for due to:

1. causing **Bodily Injury** or damage to someone else or their property
2. Identity theft of an **Insured Person**, whilst on a **Journey**.

Kidnap, Ransom and Detention

This section covers expenses related to a kidnapping, detention, or ransom situation of an **Insured Person** whilst on a **Journey**, such as ransom payments, crisis response consultants, and legal advice.

Political and Natural Disaster Evacuation

This section provides evacuation and repatriation assistance to bring an **Insured Person** to a safe location and/or return them to their **Country of Residence** in the event of:

1. political and civil unrest
2. natural disasters
3. state of emergency

4. government warning to depart a country
5. being expelled from a country
6. wholesale confiscation seizure of a **Policyholder** or **Insured Person's** property or equipment.

Alternative Employee or Resumption of Journey

This section provides coverage for when an **Insured Person** is unable to continue their **Journey** due to an unforeseen **Event** and pays the expenses incurred by the **Policyholder** for an alternative **Employee** to be sent in the **Insured Person's** place, and where necessary, for the **Insured Person** to resume their **Journey** once the situation has been resolved.

Extra Territorial Workers Compensation

This section provides coverage for the **Policyholder** with respect to liability payable under any applicable worker's compensation legislation if an **Insured Person** suffers **Accidental Death, Bodily Injury** or **Sickness** whilst on a **Journey** within Australia.

Recovery and Assistance Benefits

This section provides a variety of benefits to assist the **Insured Person** or the **Policyholder** in the event of a life altering circumstance or significant personal inconvenience.

The information contained in this section is a summary of the **Benefits** available under the policy. It is not exhaustive and the cover is subject to conditions and exclusions. Please refer to the policy wording in Part 2 of this document for full details of the cover, terms, definitions, conditions, exclusions and limits that may apply for **You** to understand the coverage provided by this insurance.

When and how benefits are provided

The benefits provided under the policy are payable:

1. when an event occurs during the period of insurance causing **You** to suffer loss or damage or incur legal liability; and
2. **We** have accepted **Your** claim.

After calculating the amount payable **We** will either:

1. use it to pay for benefits covered under the policy;
2. pay the person to whom **You** are legally liable; or
3. pay **You**.

Cooling off

If **You** change **Your** mind about the policy, **You** have the right to cancel it within twenty-one (21) days of the date it was issued to **You** ("cooling off period"), unless **You** made a claim under the policy within the cooling off period. If **You** cancel it in this time, **We** will return the full amount **You** have paid and **Your** cover will end.

To cancel at other times, please refer to the cancellation clause found in the General Provisions of the **Policy Wording**.

The amount you pay for this insurance

The amount **We** charge **You** for this insurance policy is called the 'premium'. It is the total amount that **We** calculate to cover the risk, plus GST and any relevant government charges (such as stamp duty). These amounts will be shown on **Your** policy schedule.

If **You** change **Your** policy during the period of insurance (for example **You** choose to add or remove a cover option or additional benefit) and **We** agree to the change, **We** may need to adjust **Your** premium based on **Our** assessment of the risk. **You** may be entitled to a partial refund (if the change results in a reduction to the premium) or **You** may be required to pay an additional amount (if the change results in an increase to the premium). **We** will advise **You** if a change is likely to increase or reduce **Your** premium. If **You** request any change to cover and **We** don't agree to the change, then **We** will let **You** know and the **Policy** will continue unchanged.

How various factors affect your premium

We consider a number of factors in calculating your premium. The key factors that affect your premium are estimated travel days, locations of travel, concentration of **Insured Persons** travelling together, declared activities whilst travelling, sum insured limits and claims history.

The amount of premium that **You** will pay will also depend on the information that **you** provide to **us** as well as other commercial factors. The annual premium payable by **You** will be shown in **Your Schedule**. Premiums are subject to applicable statutory taxes and charges.

Excess

The **Excess** is the amount **You** must contribute towards the cost of any claim **You** make. If **We** agree to pay **Your** claim, the **Excess** will be deducted from the amount of the claim that is paid to **You**, or **You** may be asked to pay the **Excess** to a supplier, repairer directly or to **Us**.

Duty not to misrepresent

This policy is a consumer insurance contract.

When answering **Our** questions in the application form or providing **us** with information that is relevant to **our** decision to insure **You** and on what terms, **You** have a duty to take reasonable care not to make a misrepresentation to **Us**. This duty applies when **You** first apply for the policy, when **You** request changes to **Your** policy or at renewal.

You and other insured person(s) must answer **Our** questions with relevant and complete information, and **You** must not misrepresent any information that **You** give to **Us**. **You** have the same duty in relation to anyone else whom **You** want to be covered by the policy and before **You** renew, extend, vary or reinstate an insurance contract.

If **You** fail to comply with **Your** duty, and **We** would not have issued the policy for the same premium and on the same terms and conditions, **We** may be entitled to reduce **Our** liability under the policy in respect of any claim or **We** may cancel the policy.

If **Your** failure to comply with **Your** duty is fraudulent, **We** may refuse to pay a claim and treat the policy as never having been in existence.

If you do not tell us 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.

Your Duty of Disclosure

Before **You** enter into an insurance contract, **You** have a duty to tell **Us** anything that **You** know, or could reasonably be expected to know, may affect **Our** decision to insure **You** and on what terms.

You have this duty until **We** agree to insure **You**.

You have the same duty before **You** renew, extend, vary or reinstate an insurance contract.

You do not need to tell **Us** anything that:

1. reduces the risk **We** insure **You** for; or
2. is common knowledge; or
3. **We** know or should know as an insurer; or
4. **We** waive **Your** duty to tell **Us** about.

If you do not tell us 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.

How to make a claim

If an event has occurred which **You** believe has, or is likely to, give rise to a claim under the policy, **You** must notify us as soon as reasonably practicable after the damage, loss, or event, by contacting **us** using the contact details set out in this PDS.

More information about **Our** claims process, including any conditions that must be met for **Us** to assess **Your** claim, is available in the policy wording in Part 2 of this booklet. You should familiarise yourself with the conditions in order to avoid unexpected complications with a claim.

While **Your** claim is being processed, you must not do any of the following things:

1. Settle or attempt to settle or defend a claim;
2. Admit liability for any loss or legal liability; or
3. Incur any legal expenses without **Our** prior written consent.

Subrogation rights

If **You** have a right to claim against a third party for a claim **You** made under this policy, **You** give **Us** **Your** rights to make that claim, except in the circumstances exempt under the law. **You** also give **Us** **Your** rights to conduct, defend or settle any legal action, which **We** would do at **Our** expense, and to act in **Your** name. This transfer of rights from **You** to **Us** is known as subrogation.

You must not do anything which prevents **Us** from enforcing these rights and to assist **Us** in this regard, **You** must provide us all the information and cooperation that **We** reasonably require.

In the event of a successful action against such a third party, **We** will be entitled to retain an amount from the sum recovered as would equal the original sum paid by **Us** to **You** plus **Our** costs of pursuing the claim. Should any money be recovered in excess of this, it will be paid to **You**.

When there is more than one insured

When there is more than one insured noted on **Your** Schedule, **We** may treat what any one of them says or does in relation to **Your** policy or any claim under it, as said or done by each of the insureds. **We** may rely on a request from one insured to change or cancel **Your** policy or tell **Us** where a claim payment should be paid.

There are, however, some exceptions to this. During the period of insurance, **We** might ask all joint policyholders before **We** action a request or direction in relation to **Your** policy (e.g. before **We** cancel **Your** policy, reduce **Your** cover or remove another policyholder). This way **We** can help protect the interests of all policyholders.

When **We** consider a claim under this policy, **We** will have regard to any prejudice suffered by **You** or any other person entitled to benefit under this policy in relation to that claim particularly where it is caused by mental illness of, substance abuse and/or an act of violence or intimidation by, another policyholder or person entitled to benefit under this policy.

In doing this, **We** may meet the claim when **We** are not legally required to do so. If **We** do, **We** will limit the claim in relation to the person claiming to an amount which is fair in the circumstances. However, this does not apply if **We** are relying on **Our** legal right to reduce or refuse a claim due to a breach of the policy conditions or a failure to take reasonable care not to make a misrepresentation / comply with **Your** duty of disclosure as stated in **Your** policy.

How we resolve your complaints

Resolving your complaints

We are here to help so if **You** are not satisfied with any of **Our** products or services or the service or conduct of **Our** suppliers or agents, please tell **Us** and **We Will** do our best to resolve **Your** issues.

We take **Your** concerns seriously.

Step 1 – Contact us:

If **You** have a complaint about **Our** products or services, please get in touch with the team or staff member looking after **Your** policy or **Your** claim. Their contact details are on **Your** policy documents **We** have issued to you. If **Your** complaint is not resolved to **Your** satisfaction or **You** do not wish to contact that person, **You** can:

Phone **us** on +61 2 8015 2500

Write to **us** at: auscomplaints@awac.com

If **You** choose to write to **Us**, please give **Us** as much detail as possible including the reference, policy or claim number, as well as any extra information **You** feel **We** may not already have.

When **You** first let us know about **Your** complaint or concern:

1. **We** will acknowledge receipt of **Your** complaint within one business day of receiving it or as soon as practicable and give **You** the name and relevant contact details of the person assigned to liaise with **You** about **Your** complaint;
2. It will be handled by a person who has the appropriate authority to deal with it, and
3. This person will review **your** complaint, consider the facts and contact **You** to resolve **Your** complaint as soon as possible.

Where **Your** complaint relates to a policy issued to a retail client, **Your** complaint will be handled by the applicable underwriting agent or third-party administrator authorised by **Us** to handle and settle **Your** complaint. If English is not **Your** first language and **You** require assistance to make a complaint, please contact **us** for assistance, where possible. If **You** have a speech or hearing impairment and need help to make or receive phone calls, **You** can contact the National Relay Service for assistance.

Step 2 – Internal Dispute Resolution

If **Your** complaint is not resolved to your satisfaction, **You** can ask for **Your** complaint to be escalated for review by **Our** Internal Dispute Resolution (“**IDR**”) team. A member of our **IDR** team will review **Your** complaint independently and provide **You** with **Our** final decision in writing within 30 calendar days from the date **You** first made **Your** complaint.

Please note that if **We** have resolved **Your** complaint to **Your** satisfaction within five business days of **Our** receipt of **Your** complaint, and **You** have not requested that **We** provide **You** with a written response, **We** are not required to provide a written response unless **your** complaint relates to a declined claim, the value of a claim or financial hardship.

Step 3 - External Dispute Resolution

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or **We** fail to do so within 30 calendar days of receiving **Your** complaint or **You** are not happy with **Our** final IDR decision, **You** can in certain circumstances take your complaint to the Australian Financial Complaints Authority (“AFCA”). This is an independent external dispute resolution body and its service is free to **Our** customers. **We** have membership with AFCA and **You** must contact them within 2 years of receiving our final decision otherwise they may not be able to handle **Your** complaint.

We agree to accept the AFCA decision. **You** have the right to take legal action if **You** don’t accept their decision.

You can contact AFCA by:

1. phoning: 1300 55 88 49
2. writing to: GPO Box 3, Melbourne Victoria 3001
3. email: info@afca.org.au
4. visiting: www.afca.org.au

AFCA is available to customers and third parties that fall within the Terms of Reference of AFCA.

Financial Claims Scheme

This policy is a protected policy under the Federal Government’s Financial Claims Scheme (“FCS”) which is administered by APRA.

The FCS only applies in the extremely unlikely event of an insurer becoming insolvent and the Federal Treasurer making a declaration that the FCS will apply to that insurer. It is also subject to eligibility criteria.

The FCS entitles certain persons, who have valid claims connected with certain protected policies issued by that insurer to be paid certain amounts by APRA. Further information about the scheme can be obtained from the APRA website at www.apra.gov.au or on the APRA hotline on 13000 13 10 60.

GST Implications

The policy wording has provisions relating to Goods and Services Tax (“GST”).

In summary, if **You**:

1. are registered for GST; and
2. would be entitled to an input tax credit if **You** were to incur the cost to which a claim under this policy relates,

We will reduce any amount **We** pay under any such claim by an amount equal to **Your** input tax credit entitlement. This tax information is a general statement only. See **Your** tax adviser for information about **Your** specific circumstances.

Privacy Notice

Your privacy is important to **Us**. **We** are committed to comply with the Australian Privacy Principles under the *Privacy Act 1988* (Cth).

Purpose of collection

Personal information is information about **You** as an identifiable individual and includes facts or an opinion about **You** which identifies **You** or by which **Your** identity can be reasonably determined. The collection of **Your** personal information is essential to enable **Us** to conduct **Our** business of offering and providing **You** with **Our** range of financial products and services.

We collect personal information for the purposes of conducting **Our** insurance business and to provide **You** and manage insurance products and services, including to:

1. identify **You** when **You** do business with **Us**,
2. establish **Your** requirements and provide the appropriate product or service,

3. consider and process **Your** application,
4. vary, cancel and renew **Your** insurance,
1. deal with and/or process any claims under **Your** policy, including settlement and to conduct necessary investigations,
2. complete due diligence and background checks that are either required by law or regulation or have been put in place by **Us**,
1. respond to **Your** queries and administer **Your** policy, including correspondence with **You**,
2. investigate fraud, misconduct or any unlawful act or omission in relation to **Your** policy,
3. enable **Us** to comply with **Our** legal obligations,
4. for research and statistical purposes, including data analysis, improving **Our** financial products and services, and training and developing **Our** staff and representatives,
5. for marketing (subject to applicable law) of other services provided by **Us**,
6. any purpose directly related to the above.

Consequences if personal information is not provided

If **We** request personal information about **You** and **You** choose not to provide it, **We** may not be able to provide **You** with **Our** services, including reducing **Your** cover, or settling **Your** claim.

Disclosure

We use and disclose **Your** personal information for the purposes **We** collected it.

We may also use and disclose **Your** personal information for a secondary purpose related to the purpose for which **We** collected it, where **You** would reasonably expect **Us** to use or disclose **Your** personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with the purposes listed above, **We** may disclose **Your** personal information to and/or collect **Your** personal information from:

1. other companies within our corporate group,
2. people who are involved in a claim or assist **Us** in investigating or processing claims, including third parties claiming under **Your** policy, witnesses and medical practitioners,
3. where required or authorised under **Our** relationship with **Our** joint venture companies,
4. information technology providers and other third-party service providers,
5. intermediaries including a representative acting on **Your** behalf, other Australian Financial Services Licensee or **Our** authorised representatives and **Our** agents,
6. where **You** are an insured person and not the policy holder, **We** will disclose to the policy holder,
7. government, law enforcement or statutory bodies,
8. AFCA,
9. other insurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financial or investigative service providers, and
10. legal and other professional advisers.

Disclosure overseas

There are also instances where **We** may have to send **Your** personal information overseas or collect personal information from overseas. These instances include:

1. when **We** are authorised or required by law to do so,
2. sending **Your** personal information to companies in the AWAC corporate group or **Our** reinsurers,
1. when **We** have outsourced a business activity or function to an overseas service provider with whom **We** have a contractual arrangement,
1. when **You** have asked **Us** to do so, or

2. certain electronic transactions when it is necessary in order to facilitate a transaction on **Your** behalf.

We will only send **Your** personal information overseas or collect personal information about **You** from overseas for the purposes in this statement and in compliance with the privacy regime.

The countries to which **We** may disclose **Your** information include Bermuda, the United States of America, the United Kingdom, Ireland, Singapore, Malaysia, and Hong Kong.

Privacy Policy

Our Australia Personal Data Privacy Statement contains information about how **You** can request access to any personal information that **We** hold about **You** and seek correction of any such information. It also contains information about how **You** can complain about **Our** handling of **Your** personal information, and **Our** complaint handling process.

A copy of the Australia Personal Data Privacy Statement is available on **Our** website at :

www.alliedworldinsurance.com/australia or can be obtained by contacting **us** by telephone at **+61 2 8015 2500**.

BUSINESS TRAVEL

Part 2: Policy Wording

General Definitions

The following general definitions apply for the purpose of all Sections of the **Policy**.

Accident means a single physical event that occurs by chance and is caused by sudden, external and identifiable means that could not have been expected by the **Insured Person**. An **Accident** must occur both during the **Insurance Period** and the **Insured Person's Operative Period of Cover**.

Accidental Death means the death of an **Insured Person** as a result of a **Bodily Injury**.

Accompanying means travelling with or travelling separately from, but with the intention to meet, depart from or continue travelling with another **Insured Person** who is on a **Journey**.

Act of Terrorism means any planning, action or threat of action where the planning or action is done or the threat is made against persons or property with the intention of advancing a political, religious or ideological cause.

Benefit(s) means any numbered event or **Benefit** under this **Policy** to which an **Insured Person** of the **Policyholder** is entitled under this **Policy**.

Bodily Injury means an identifiable physical injury resulting solely and directly from an **Accident** and which occurs independently of any **Sickness** or any other cause, where the **Bodily Injury** and **Accident** both occur during the **Insurance Period** and the **Insured Person's Operative Period of Cover**. It does not mean a **Sickness**.

Business Property means office equipment, business documentation, stationery and other instruments belonging to the **Policyholder** that are used for a business purpose.

Civil War means any armed opposition, insurrection, revolution, armed rebellion or sedition between two or more parties belonging to the same country or state where the opposing parties are of different ethnic, religious, political or idealistic groups.

Colleague means

1. a fellow **Employee** of the **Insured Person** whose duties and responsibilities directly affect the **Insured Person's** work; or
2. a business associate, who is not a fellow **Employee**, where the business relationship with the **Insured Person** necessitates the immediate return of the **Insured Person**,

but **Colleague** does not include any travelling companion.

Country of Residence means the country of which the **Insured Person** is naturalised, a citizen, a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **Insured Person** resident rights in such country) or residing on an overseas expatriate assignment.

Dependent Child(ren) means the **Insured Person's** and their **Spouse or Partner's** unmarried children (including step or legally adopted children) who are under nineteen (19) years of age, and living with the **Insured Person**; or under twenty five (25) years of age and are a full-time student at an accredited institution of higher learning and in either case, are primarily dependent upon the **Insured Person** for their maintenance and support.

This definition is also extended to include an **Insured Person's** unmarried children of any age who live with the **Insured Person** permanently and are deemed physically or mentally incapable of living independently without aid or supervision by a **Doctor** or suitably qualified agency.

Doctor means a **Doctor** or **Specialist** who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

1. the **Policyholder**;

2. an **Insured Person**;
3. a **Relative** of the **Insured Person**; or
4. an **Employee** of the **Policyholder**.

Emergency Assistance Provider means our appointed travel and medical assistance provider or any other company that We engage to provide emergency assistance or security services.

Employee means any person in the **Policyholder's** service including full time, part time and casual workers, board members and directors (executive and non-executive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Excess means the amount **We** will not pay of each and every claim (unless otherwise specified on the **Policy Schedule**), which the **Policyholder** or **Insured Person** is required to sustain themselves. The **Excess** amount will be stated in the **Policy Schedule** or this **Policy** pertaining to each **Benefit**.

Income means:

1. in the case of a salaried **Employee**, their weekly pre-tax income excluding allowances, bonuses, commissions and overtime payments averaged over a period of twelve (12) months immediately prior to the date of disablement or over the period of employment with the **Policyholder** if such period is shorter than twelve (12) months; or
2. in the case of an **Insured Person** who is self-employed, the gross weekly income earned from personal exertion after the deduction of any expenses necessarily incurred in earning that income, averaged over the period of twelve (12) months immediately prior to the date of disablement, or over the period of self-employment in the current business, if such period is shorter than twelve (12) months.

Insurance Period means the period declared on the **Policy Schedule** or such shorter time if the **Policy** ends earlier in accordance with its terms or law. Each renewal results in a new contract and new **Insurance Period**.

Insured Person means any person who is shown in the **Policy Schedule** as an **Insured Person** and/or is nominated by the **Policyholder**, agreed to by **Us** and for whom **Premium** has been paid or agreed to be paid for.

Journey means the **Journey** as defined in the **Policy Schedule** and includes all:

- i. associated leisure travel undertaken by an **Insured Person** and their **Accompanying Spouse or Partner** and **Dependent Children** during the course of a **Journey** with an authorised business purpose; and/or
- ii. all private travel declared to **Us** involving a minimum overnight stay for the **Policyholder's** Directors, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Risk Officer, Chief Information Officer, Head of Human Resources, Company Secretary and the General Manager including their **Accompanying Spouse or Partner** and **Dependent Children**.

A **Journey** shall not include any normal commute between the **Insured Person's** business premises and normal place of residence.

Kidnap/Kidnapped/Kidnapping means the illegal abduction and holding under duress or by fraudulent means of an **Insured Person** for the purposes of demanding **Money** as a condition of release.

Luggage means physical personal property and/or **Business Property** belonging to **You** or an **Insured Person** or for which an **Insured Person** is legally responsible, taken on or acquired during the **Journey**.

Money means currency (excluding digital tokens and cryptocurrency), coins, bank notes, cheques, travellers cheques, postal orders and money orders, letters of credit, credit cards and other coupons in the possession or control of the **Insured Person**.

Operative Period of Cover means the operative time within the **Insurance Period** that the cover under this **Policy** applies, as stated in the **Policy Schedule**.

Passive War means a claim as the result of or contributed to by **War** or **Civil War** outside of an **Insured Person's** normal **Country of Residence** whilst the **Insured Person** is undertaking any **Journey**.

Policy means the **Policy Wording**, the PDS, the current **Policy Schedule** and any other documents **We** may issue to the **Policyholder** that **We** advise will form part of the **Policy** (i.e. endorsement certificates and SPDs).

Policyholder means the named business, entity or individual specified on the **Policy Schedule**.

Policy Schedule means the current document labelled **Policy Schedule** that is issued alongside the **Policy Wording**.

Policy Wording means this document.

Pre-Existing Condition means any **Sickness**, disease, disability, **Bodily Injury**, syndrome or other condition, including any symptoms or side effects of these:

1. which the **Insured Person** is aware, or a reasonable person in the circumstances would be expected to have been aware prior to the **Insured Person's Journey** covered by this **Policy**;
2. which the **Insured Person** has sought or received medical attention, undergone tests or taken prescribed medication, prior to the **Insured Person's Journey** covered by this **Policy**.

Premium means the amount or applicable rate shown in the **Policy Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Professional Sport means any sport for which an **Insured Person** receives any fee, monetary reward or sponsorship as a result of their participation.

Relative means the **Insured Persons Spouse or Partner**, fiancé, child, stepchild, parent, parent-in-law, step parent, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, step brother, step sister, niece, nephew, uncle, aunt, grandparent or grandchild.

Serious Sickness or Serious Injury means:

1. for an **Insured Person**, a condition, other than pregnancy, for which an **Insured Person** has not received regular treatment or advice prior to the commencement of a **Journey**, which requires treatment by a **Doctor** and, or **Specialist** and which results in the **Insured Person** being certified by a **Doctor** as unfit to travel or continue with their **Journey**; and
2. for an **Insured Person's Relative, Colleague** or travelling companion, a condition other than pregnancy for which the person has not received regular treatment or advice prior to the commencement of a **Journey**, which is certified as being dangerous to their life by a **Doctor** and which results in the **Insured Person's** discontinuation or cancellation of their **Journey**.

Sickness means any illness, disease, disability, syndrome or other condition suffered by the **Insured Person**, occurring during the **Insurance Period** and the **Insured Person's Operative Period of Cover**, but does not include a **Bodily Injury**.

Specialist means a **Doctor** referred to or recognised by another **Doctor** as a specialist in their field of medicine to whom they have referred the **Insured Person** to for treatment.

Spouse or Partner means an **Insured Person's** husband or wife and includes de-facto and/or life partner of any sex with whom the **Insured Person** has continuously cohabited for a period of three (3) months or more.

Travel Documents means the **Insured Person's** passports, visas, entry permits, travel tickets or other similar documents in the possession or control of the **Insured Person**.

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

We/Our/Us means the Australian branch of Allied World Assurance Company Ltd (ABN 54 163 304 907) ('Allied World').

You/Your means the **Policyholder** as specified on the **Policy Schedule**.

Allied World Assistance and Security Advice

This **Policy** provides 24/7 worldwide travel, medical and security assistance during the **Insurance Period** whilst the **Insured Person** is on a **Journey**, unless otherwise noted or endorsed to the **Policy Schedule**.

The **Policy** also grants **Insured Person's** access to travel security advice prior to commencing a **Journey**.

Travel and Medical Assistance:

Ph: +61 2 8015 2540

In the event an **Insured Person** is on a **Journey** and requires travel or medical advice or assistance, call Allied World Assistance for:

Medical Assistance:

- Medical Evacuation, Repatriation and hospital admissions
- Guarantee and settlement of medical expenses
- Access to doctors or nurses for medical advice
- Advice on the location of suitable medical clinics or other facilities
- Outpatient medical appointment bookings
- Inpatient medical monitoring
- Support and communication to employers, friends and family

Travel Assistance:

- Visa and immigration advice
- Emergency travel arrangements for flights, transport and accommodation
- Replacement of lost or stolen travel documents, passports, bank cards or luggage
- Rental car accidents
- Translation and interpretation services
- Support and communication to employers, friends and family

Security Assistance:

Ph: +61 2 8015 2541

In the event an **Insured Person** is on a **Journey** and requires security advice or assistance due to civil unrest, natural disaster or a terrorist incident, call Allied World Assistance for:

- Ground support and/or evacuation or repatriation assistance
- Access to security experts for security or safety concerns

Section 1 | Overseas Medical and Evacuation Expenses

Definitions applying to this Section

Medical & Evacuation Expenses means

1. all reasonable treatment costs necessarily incurred outside of the **Insured Person's Country of Residence** for hospital, surgical, diagnostic or remedial treatment given or prescribed by a **Doctor**;
2. reasonable expenses related to the medical evacuation (including ground ambulance service) of the **Insured Person**, including necessary expenses incurred for qualified medical staff to accompany the **Insured Person**;
3. reasonable return travel and accommodation expenses up to a maximum of thirty (30) consecutive days for two (2) **Relatives** or two (2) travelling companions and all **Accompanying Dependent Children** of the **Insured Person** who, upon the advice of a **Doctor** or **Specialist**, are required to travel to or remain with the **Insured Person**;
4. ongoing medical expenses incurred after the **Insured Person** returns to his/her **Country of Residence** as a direct result of their **Bodily Injury** or **Sickness**, for a period of up to twenty-four (24) months from the date of the **Bodily Injury** or **Sickness**. The maximum amount **We** will pay for ongoing medical expenses incurred within the **Insured Person's Country of Residence** is limited to fifty thousand dollars (\$50,000) unless the **Country of Residence** is Australia. **We** will not pay any ongoing medical expenses if **We** are otherwise prohibited by law to pay such expenses in the applicable **Country of Residence**.
5. reasonable expenses related to the medically necessitated repatriation of the **Insured Person** to the most suitable hospital, medical facility or the **Insured Person's Country of Residence**; and
6. reasonable dental expenses incurred outside of the **Insured Person's Country of Residence** as a direct result of an **Accident** covered under this **Policy**:
 1. for emergency dental treatment necessary to restore or replace sound natural **Teeth** lost or damaged; or
 2. to resolve acute, spontaneous and unexpected onset of dental pain; or
 3. to repair, replace or adjust dentures up to a maximum of two thousand and five hundred dollars (\$2,500).

Benefits applying to this Section

Overseas Medical & Evacuation Expenses

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on an overseas **Journey** and suffers a **Bodily Injury** or **Sickness**, **We** will pay up to the sum insured shown in the **Policy Schedule** for the actual, necessary and reasonable **Medical & Evacuation Expenses** incurred.

Conditions applying to this Section

In addition to the "General Conditions Applicable to all Sections of the **Policy**" the below conditions apply:

1. Our **Emergency Assistance Provider** must be immediately notified of any potential claim under this section or as soon as reasonably practicable;
2. all decisions as to the means of evacuation transport and/or the destination of repatriation will be made by **Our** Emergency Assistance Provider and will be based solely on medical necessity;
3. **You**, the **Insured Person** and/or anyone undertaking arrangements on **Your** or the **Insured Person's** behalf must not attempt to resolve issues encountered without first contacting **Our** Emergency Assistance Provider or it may prejudice reimbursement of expenses;

1. any **Benefits** otherwise payable under this Section of the **Policy** with respect to any **Insured Person** will be reduced by the amount of any **Benefits** payable under Section 10 – Extra Territorial Worker’s Compensation with respect to that **Insured Person**;
2. **You** shall reimburse **Us** for all costs incurred in the event that **Our** Emergency Assistance Provider provides emergency medical assistance in good faith to any person not insured under this **Policy**; and
3. in the event that an **Insured Person** is repatriated to their **Country of Residence**, **We** will use the **Insured Person’s** return air ticket towards **Our** costs.

Exclusions applying to this Section

In addition to the “General Exclusions Applicable to all Sections of the **Policy**”, **We** will not be liable for any expense directly or indirectly caused by, arising from or incurred:

1. by a terminal medical condition, the **Insured Person** was diagnosed or aware of prior to the commencement of the **Journey**;
2. during a **Journey** undertaken against the advice of a **Doctor** or when the **Insured Person** is unfit to travel or if the purpose of the **Journey** is to enable the **Insured Person** to seek medical attention, advice or treatment for a medical condition;
3. for non-medical incidental products or services including but not limited to newspapers, magazines, telephone, television, and the like;
4. for routine medical, optical or dental treatment or consultation;
5. medical treatment or consultation in any way attributable to childbirth or pregnancy after the **Insured Person's** pregnancy exceeds twenty-six (26) weeks gestation period, with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom.
6. after the period of twenty-four (24) months from the date the **Insured Person** suffers a **Bodily Injury** or **Sickness**;
7. which are recoverable by **You** or the **Insured Person** from any other source;
8. for dental treatment or consultation, ongoing or otherwise, which occurs after cessation of the **Journey** during which the need for such dental treatment or consultation first arises;
9. for any medication or ongoing treatment for a condition that commenced prior to a **Journey** and that the **Insured Person** has been advised by their **Doctor** to continue during the **Journey**; or
10. for services not approved and arranged by **Us** or **Our** Emergency Assistance Provider, except in the event the **Insured Person, Relative** or travelling companion could not notify **Us** or **Our** Emergency Assistance Provider during an emergency for reasons beyond their control. In any event, **We** reserve the right to reimburse the **Insured Person** only for those expenses incurred for services that **Our** Emergency Assistance Provider would have provided under the same circumstances, up to the sums insured stated in the **Policy Schedule**.

Section 2 | Cancellation, Curtailment and Loss of Deposit Expenses

Benefits applying to this Section

Loss Of Deposits

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and prior to the commencement of a **Journey, You** or an **Insured Person** incur a loss of pre-paid airfare, transport and/or accommodation expenses following the necessary cancellation, alteration, or curtailment of the **Insured Person's Journey** as a result of:

- the **Insured Person's** unexpected **Bodily Injury, Sickness** or death;
- the unexpected **Serious Sickness or Serious Injury** or death of an **Insured Person's Relative, Colleague** or travelling companion; or
- any other unforeseen circumstances outside the control of both the **Policyholder** and/or the **Insured Person**, but not otherwise excluded under the **Policy**.

We will reimburse the **Policyholder** or the **Insured Person** the non-refundable unused portion of travel and accommodation expenses paid in advance of a proposed **Journey**, by the **Policyholder** or the **Insured Person** up to the sum insured outlined on the **Policy Schedule** for this **Benefit**.

Cancellation & Curtailment

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst an **Insured Person** is on a **Journey, You** or an **Insured Person** incur:

1. loss of travel and accommodation expenses; or
2. necessary and reasonable additional travel or accommodation expenses, not including those already budgeted or paid for; following necessary cancellation, alteration or curtailment of the **Insured Person's Journey** as a result of:
 - a) the **Insured Person's** unexpected **Bodily Injury, Sickness** or death;
 - b) the unexpected **Serious Sickness or Serious Injury** or death of an **Insured Person's Relative, Colleague** or travelling companion; or
1. any other unforeseen circumstances outside the control of both the **Policyholder** and/or the **Insured Person** but not otherwise excluded under the **Policy**.

We will reimburse the **Policyholder** or the **Insured Person** the non-refundable unused portion of travel and accommodation expenses or reasonably incurred additional travel or accommodation expenses, up to the sum insured on the **Policy Schedule** for this **Benefit**.

Financial Default

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover, You** or the **Insured Person** incur a loss of travel and accommodation expenses paid in advance due to the refusal, failure or inability of any person, company or organisation (including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation) to provide services, facilities or accommodation, by reason of their financial default or insolvency, **We** will reimburse **You** or the **Insured Person** for those expenses up to the amount shown in the **Policy Schedule** for this **Benefit**, provided that:

- travel and/or accommodation was booked through a licensed travel operator in Australia; and
- **You** or the **Insured Person** have exhausted all other available sources of compensation prior to making a claim under this benefit and any compensation paid will be deducted or if payment was made via credit card the relevant credit card provider has been contacted requesting the transaction be reversed.

Missed Transport Connection

If, whilst on a **Journey** and during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** misses a transport connection due to unforeseeable circumstances outside the **Policyholder's** or the **Insured Person's** control, and the **Insured Person** must attend an officially scheduled meeting or conference which cannot be delayed, **We** will pay the additional expenses for reasonably required alternative transport to enable the **Insured Person** to attend the officially scheduled meeting or conference, up to the sum insured shown in the **Policy Schedule** for this **Benefit**.

Indirect Expenses

If, whilst on a **Journey** and during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** incurs indirect expenses including the cost of carer services or pet services as a consequence of an event payable under the Cancellation and Curtailment Benefit, **We** will reimburse the **Insured Person** up to the sum insured outlined on the **Policy Schedule** for this **Benefit**.

Conditions applying to this Section

In addition to the "General Conditions Applicable to all Sections of the **Policy**" the below conditions apply:

1. any loss of travel and accommodation expenses purchased through the use of frequent flyer or similar customer loyalty points will be reimbursed at the retail price for that airline ticket at the time it was issued, provided that the loss of such points cannot be recovered from any other source;
2. **You** and the **Insured Person** must keep documents needed in case of a claim, including, but not limited to, receipts, booking confirmations, statements or medical certificates relating to the claim, claim forms and any other relevant documentation which comes into the **Policyholder's** or an **Insured Person's** possession; and
3. any loss that is the result of either associated leisure travel or pure leisure travel and incurred by an **Insured Person** who has reached or surpassed eighty-five (85) years of age at the time the **Journey** was booked, shall be limited to \$5,000 per **Insured Person** per return **Journey**.

Exclusions applying to this Section

In addition to the "General Exclusions Applicable to all Sections of the **Policy**", **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

1. a terminal medical condition the **Insured Person** was diagnosed or aware of prior to the commencement of the **Journey**;
2. an **Insured Person** undertaking or intending to undertake a **Journey** against the advice of a **Doctor** or when the **Insured Person** is unfit to travel or if the purpose of the **Journey** is to enable the **Insured Person** to seek medical attention for a medical condition;
3. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been published warnings that such events were likely to occur prior to the date the **Journey** was booked;
4. errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or **Travel Documents**.

5. a loss or incurred expense for associated leisure travel or private travel as a consequence of an **Insured Person's Relative** who has reached or surpassed eighty-five (85) years of age.
6. carrier caused delays or cancellations where the expenses are recoverable from that carrier;
7. any business, financial or contractual obligations of the **Policyholder**, an **Insured Person** or any other person, including but not limited to, if such loss, cost or expense is claimed under Missed Transport Connection cover;
8. any change of plans by **You** or an **Insured Person**.

Section 3 | Luggage and Personal Effects

Definitions applying to this Section

Portable Electronic Equipment

means any computers (including laptops, iPad, tablets and notebooks), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature that **We** agree to cover in **Our** sole discretion, that are intended for either personal or business use.

Benefits applying to this Section

Delay of Luggage

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and their accompanying **Luggage** is delayed, temporarily misplaced or misdirected by any transport carrier for more than eight (8) consecutive hours, **We** will reimburse reasonable expenses for the emergency replacement of clothing and toiletries incurred by an **Insured Person** up to the sum insured in the **Policy Schedule** for this **Benefit**.

Loss of Luggage

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and suffers damage to, loss of, or theft of their **Accompanying Luggage**, **We** will reimburse in respect of such damage, loss or theft up to the sum insured shown in the **Policy Schedule** for this **Benefit**.

Portable Electronic Equipment

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and suffers damage to, loss of or theft of their **Accompanying Portable Electronic Equipment**, **We** will reimburse in respect of such damage, loss or theft up to the sum insured shown in the **Policy Schedule** for this **Benefit**.

Money and Travel Documents

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and suffers damage to, loss of, or theft of their **Accompanying personal Money** and/or **Travel Documents**, **We** will reimburse in respect of such damage, loss or theft up to the sum insured shown in the **Policy Schedule** – Money and Travel Documents.

Conditions applying to this Section

In addition to the “General Conditions Applicable to all Sections of the **Policy**” the below conditions apply:

1. the **Insured Person** must take all reasonable precautions for the safety and supervision of any **Baggage, Money, Travel Documents** and **Portable Electronic Equipment**;
2. the **Insured Person** must report all loss or damage caused by theft or vandalism to the local police or appropriate authorities as soon as possible after the discovery of the loss, damage or theft and obtain a written acknowledgement of the report;
3. the **Insured Person** must report all loss of **Money** other than cash or **Travel Documents** to the issuing authority as soon as possible, and effect appropriate cancellation measures;
4. written confirmation from the transport carrier responsible for delay or loss of **Baggage** must be provided in support of a claim;
5. receipts for the replacement items must be provided in support of a claim for emergency replacement of clothing and toiletries;
6. **We** may, at **Our** discretion, choose to settle any claim for damage, loss or theft by way of replacement, repair or payment in cash;
7. in respect of **Business Property** held for the purpose of a **Journey**, cover will commence at the time of collection from the **Insured Person’s** normal place of work or seventy-two (72) hours prior to the commencement of a **Journey**, whichever is the later, and will continue for seventy-two (72) hours after termination of the **Journey** or until it is returned to the **Insured Person’s** normal place of work, whichever occurs first; and
8. the maximum amount for which **We** will indemnify **You** or the **Insured Person** in respect of loss arising from the unauthorised or fraudulent use of **Money** or **Travel Documents** is five thousand dollars (\$5,000).

Exclusions applying to this Section

In addition to the “General Exclusions Applicable to all Sections of the **Policy**”, **We** will not be liable to pay damage, loss, cost or expense directly or indirectly caused by, arising from or attributable to:

9. electrical or mechanical breakdown of any item;
10. the replacement of any electronic data or software;
11. scratching, chipping or breakage of fragile or brittle items other than to photographic or video equipment, spectacles, contact lenses or binoculars;
12. wear and tear, deterioration, mould or fungus, insects, rodents, vermin, atmospheric or climatic conditions, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
13. any item being shipped under any freight agreement or being sent by postal or courier services;
14. depreciation or devaluation of currency;
15. confiscation or destruction by customs or any other government authorities;
16. amounts recoverable by the **You** and/or the **Insured Person** from any other source (with the exception of other insurance):
 1. contractual obligations in relation to any **Portable Electronic Equipment**;
 2. theft or attempted theft that occurs while **Portable Electronic Equipment** is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where **You** and/or the **Insured Person** has no option other than to leave the **Portable Electronic Equipment** unattended due to an emergency medical, security or evacuation situation); or
 1. theft or attempted theft that occurs whilst **Portable Electronic Equipment** or **Business Property** is carried in or on any aircraft, aerial device, bus or watercraft, unless accompanied by an **Insured Person** as personal cabin **Baggage** except where **You** and/or the **Insured Person** is prohibited from carrying the items as personal cabin **Baggage** provided that the items are securely locked away within the **Insured Person’s** checked in **Baggage**.

Section 4 | Personal Accident and Sickness

Definitions applying to this Section

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

Event(s) means the event(s) described in the relevant Table of Events set out under Section 4 – Personal Accident and Sickness in the **Policy**.

Waiting Period means a period of time immediately following an Event giving rise to a claim for which no **Benefits** are payable as specified in the **Policy Schedule**.

Hairline Fracture means minute cracks in the bone.

Limb means the entire limb between the shoulder and the wrist or between the hip and the ankle.

Non-Scheduled Flight(s) means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

Other Fracture means any fracture other than a **Simple Fracture**, **Complete Fracture** or **Hairline Fracture**.

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

Permanent means having lasted twelve (12) consecutive months and at the expiry of that time being without hope of improvement.

Permanent Total Disablement means total disablement as a result of an **Accident** which continues for twelve (12) consecutive months and at that time is certified by a **Doctor** as being beyond hope of improvement and entirely preventing the **Insured Person** forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by training, education or experience.

Quadriplegia means the **Permanent** loss of use of both arms and both legs.

Simple Fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a **Doctor** requires minimal and uncomplicated medical treatment.

Temporary Partial Disablement means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in a substantial part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Temporary Total Disablement means that in the opinion of a **Doctor**, the **Insured Person** is temporarily unable to engage in any part of their usual occupation whilst an **Insured Person** and under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

Tooth or Teeth means a sound and natural permanent tooth, including capped or crowned teeth, but does not include first teeth, dentures, implants and dental fillings.

Benefits applying to this Section

Accidental Death and Permanent Disablement

If an **Insured Person** suffers **Bodily Injury** whilst on a **Journey** which directly results in any of the below **Events** within twelve (12) months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table of events below, provided a sum insured is displayed on the **Policy Schedule** for this **Benefit** and the **Accident** occurs during the **Insurance Period** and an **Insured Person's Operative Period of Cover**.

The Events The following Event(s) must occur within twelve (12) months of the date of the Accident .	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent loss of sight of one or both eyes	100%
5. Permanent loss of use of one or more Limbs	100%
6. Permanent and incurable insanity	100%
7. Permanent loss of the lens of: 1. both eyes 2. one eye	1. 100% 2. 60%
8. Permanent loss of the hearing of: 1. both ears 2. one ear	1. 80% 2. 30%
9. Burns: 1. third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body 2. second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	1. 50% 2. 25%
10. Permanent loss of use of four fingers and thumb of either hand	80%
11. Permanent loss of use of four fingers of either hand	50%
12. Permanent loss of use of the thumb of either hand: 1. both joints 2. one joint	1. 40% 2. 20%
13. Permanent loss of use of fingers of either hand: 1. three joints 2. two joints 3. one joint	1. 15% 2. 10% 3. 5%
14. Permanent loss of use of toes of either foot: 1. all - one foot 2. great - both joints 3. great - one joint 4. other than great - each toe	1. 15% 2. 5% 3. 3% 4. 1%
15. Fractured leg or patella with established non-union	10%
16. Loss of at least fifty percent (50%) of all Teeth	1% to a maximum of \$10,000 in total
17. Shortening of leg by at least five centimetres (5 cm)	7.5%
18. Permanent Partial Disablement not otherwise provided for under Events 7 to 17 .	The applicable percentage of the amount displayed for Accidental Death and Disablement on the Policy Schedule will be determined at Our absolute discretion with intent to maintain consistency with the percentage of Benefit provided under Events 7 to 17 . The maximum percentage payable under Event 18 (Permanent Partial Disablement) is 75%.

Weekly Injury Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers both **Bodily Injury** that directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events The following Event(s) must occur within 12 months of the date of the Accident .	Benefit Description
19. Temporary Total Disablement	Where an Insured Person suffers Temporary Total Disablement during the Insurance Period , We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule , but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s) . This Benefit is not payable during the Waiting Period .
20. Temporary Partial Disablement	Where an Insured Person suffers Temporary Partial Disablement during the Insurance Period , We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule , but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s) . This Benefit is not payable during the Waiting Period . Should the Insured Person be able to return to work with the Policyholder in a reduced capacity, but elect not to do so, the weekly sum insured shall be reduced to 25% of the sum insured for Event 19 .

Fractured Bones

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers **Bodily Injury** that directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events The following Event(s) must occur within 12 months of the date of the Accident .	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
21. Neck, skull or spine (Complete Fracture)	100%
22. Hip (any fracture)	75%
23. Jaw, pelvis, leg, ankle or knee (Complete Fracture)	50%
24. Cheekbone, shoulder (Complete Fracture) or neck, skull or spine (Simple Fracture, Hairline Fracture or Other Fracture)	30%
25. Arm, elbow, wrist or ribs (Complete Fracture)	25%

26. Jaw, pelvis, leg, ankle or knee (Simple Fracture, Hairline Fracture or Other Fracture)	20%
27. Nose or collar bone (any fracture)	20%
28. Arm, elbow, wrist or ribs (Simple Fracture, Hairline Fracture or Other Fracture)	10%
29. Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

Bodily Injury Resulting in Surgery Outside Australia

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers **Bodily Injury** that directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events The following Event(s) must occur within 12 months of the date of the Accident .	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
30. Craniotomy	100%
31. Amputation of a Limb	100%
32. Fracture of a Limb requiring open reduction	50%
33. Dislocation of a joint requiring open reduction	25%
34. Any other surgical procedure carried out under a general anesthetic.	5%

Bodily Injury Resulting in Loss or Damage to Teeth

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers **Bodily Injury** that directly results in any of the below **Events** within 12 months of the **Accident**, **We** will pay the corresponding percentage of **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events The following Event(s) must occur within 12 months of the date of the Accident .	Percentage of Benefit The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
35. Loss of Teeth resulting in prosthetic replacement - per Tooth	100%
36. Damage to Teeth resulting in prosthetic replacement - per Tooth	50%

Weekly Sickness Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers **Sickness** that they first became aware of whilst on the **Journey**, and directly results in any of the below **Events** within twelve (12) months of the **Sickness**, **We** will pay the corresponding percentage of **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The Events	Benefit Amounts The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit .
37. Temporary Total Disablement	Where an Insured Person suffers Temporary Total Disablement during the

	<p>Insurance Period, We will pay up to the sum insured for the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for that Insured Person(s). This Benefit is not payable during the Waiting Period</p>
<p>38. Temporary Partial Disablement</p>	<p>Where an Insured Person suffers Temporary Partial Disablement during the Insurance Period, We will pay up to the sum insured and the Benefit Period shown on the Policy Schedule, but not exceeding the percentage of Income shown on the Policy Schedule for the Insured Person(s). This Benefit is not payable during the Waiting Period. Should the Insured Person be able to return to work with the Policyholder in a reduced capacity, but elect not to do so, the sum insured shall be reduced to 25% of the sum insured for Event 37.</p>

Sickness Resulting in Surgery Outside Australia

If, during the **Insurance Period** and an **Insured Person’s Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** suffers **Sickness** that they first became aware of whilst on the **Journey**, and which directly results in any of the below **Events** within twelve (12) months of the **Sickness**, We will pay the corresponding percentage of **Benefit** shown in the table below, if a sum insured is displayed on the **Policy Schedule** for this **Benefit**.

The surgery must be undertaken outside Australia. Any payment made will be subject to proof of surgery being undertaken.

<p>The Events The following Event(s) must occur within 12 months of the date the Insured Person first becomes aware of the Sickness</p>	<p>Benefit Amounts The amounts shown below are a percentage of the amount shown on the Policy Schedule for this Benefit.</p>
<p>39. Open heart surgical procedure</p>	<p>100%</p>
<p>40. Brain surgery</p>	<p>100%</p>
<p>41. Abdominal surgery carried out under general anesthetic</p>	<p>50%</p>
<p>42. Any other surgical procedure carried out under a general anesthetic</p>	<p>5%</p>

Conditions applying to this Section

In addition to the “General Conditions Applicable to all Sections of the **Policy**” the following conditions apply to this Section:

1. Except as outlined in Condition 2 below, **Our** maximum liability for all claims arising under Accidental Death and Disablement - **Events 1 to 18**, in respect of any one **Accident** or series of **Accidents** arising out of any one occurrence during the **Insurance Period**, shall not exceed the amount shown on the **Policy Schedule** against Personal Accident Limit of Liability any one **Accident** or occurrence;
2. **Our** maximum liability for all claims arising under, Accidental Death and Disablement – **Events 1 to 18**, in respect of any one **Accident** or series of **Accidents** arising out of any one occurrence during the **Insurance Period**, relating to air travel on **Non-**

Scheduled Flights, shall not exceed the amount shown in the **Policy Schedule** against **Non-Scheduled Flights** Limit of Liability;

3. where an **Insured Person** is exposed to the elements as a result of an **Accident** and suffers from any of the **Events** stated in the Table of Events as a direct result of that exposure within twelve (12) months of the **Accident**, the **Insured Person** will be deemed for the purposes of this **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**;
4. any **Benefit** payable for Accidental Death & Disablement - **Events** 1 to 18 will be paid in addition to any benefit already paid for under Weekly Injury Benefit - **Events** 19 and 20 in respect of the same **Bodily Injury**;
5. after payment of a **Benefit** as a result of the occurrence of any of the **Events** 2 to 7(a), all cover with respect to that **Insured Person** under Section 5 – Personal Accident & Sickness will cease;
6. if as a result of **Bodily Injury**, the **Insured Person** is entitled to any **Benefit** under Weekly Injury Benefit - **Events** 19 and/or 20 and subsequently becomes entitled to a **Benefit** amount under the Table of Events for Event 2 or 3, all **Benefits** payable for **Events** 19 and/or 20 will cease from the date of such entitlement;
7. where an **Insured Person** claims **Benefits** in respect of Weekly Injury Benefit - **Events** 19 and/or 20 or Weekly Sickness - **Events** 37 and/or 38, the **Insured Person** agrees upon **Our** written request to:
 1. participate and co-operate with Us in establishing and following a plan comprising of activities and procedures for the purpose of achieving or expediting their return (either in full or in substantial part) to their usual occupation;
 2. provide Us with any medical reports that are relevant Weekly Injury Benefit - Events 19 and/or 20 or Weekly Sickness Benefit - Events 37 and/or 38 or relevant to a plan to achieve or expedite their return to their usual occupation;
 3. consent to their treating Doctors, their employer, Us or service providers that We nominate associating with each other or exchanging information for the purpose of achieving or expediting their return to their usual occupation; and
 4. undertake reasonable medical investigations or attend medical examinations as requested by Us.
1. no **Benefit** will be payable for Weekly Injury Benefit - **Events** 19 and/or 20 or Weekly Sickness Benefit - **Events** 37 and/or 38 in respect of any one **Bodily Injury** or **Sickness** at all, unless the **Insured Person** shall as soon as possible after the happening of a **Bodily Injury** or **Sickness** giving rise to a claim under this Section, seek out and follow proper medical advice from a **Doctor**;
1. the amount of the **Benefits** payable for Weekly Injury Benefit - **Events** 19 and/or 20 or Weekly Sickness Benefit - **Events** 37 and/or 38 as set out in the **Policy Schedule** will be paid either fortnightly or monthly in arrears. Any **Benefits** payable for a period of less than one week will be paid at a rate of one-seventh (1/7th) of the weekly **Benefit** for each day during which disablement continues;
1. if a claim occurs for an **Insured Person** under Weekly Injury Benefit - **Events** 19 and/or 20 or Weekly Sickness Benefit - **Events** 37 and/or 38 as a result of a **Bodily Injury** or **Sickness**, and while during the **Insurance Period** the **Insured Person** suffers from the same or an associated disablement, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Insured Person** has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Waiting Period** will apply;
1. if as a result of a **Bodily Injury** or **Sickness** the **Insured Person** is entitled to receive a disability income benefit under any workers' compensation legislation or transport accident legislation or any statutory legislation having a similar effect, the **Benefit** payable for Weekly Injury Benefit - **Events** 19 and/or 20 or Weekly Sickness Benefit - **Events** 37 and/or 38, will be reduced by the amount necessary to ensure the total income received from all insurances, does not exceed the **Insured Person's** actual **Income**;
1. any **Benefits** otherwise payable under this Section of the **Policy** with respect to any **Insured Person** will be reduced by the amount of any **Benefits** payable under Section 10 – Extra Territorial Worker's Compensation with respect to that **Insured Person**;
1. if the **Benefit** payable with respect to **Events** 1 to 18 is **Income** linked, the actual **Benefit** payable for an **Insured Person** or a **Spouse or Partner** who is not in receipt of an **Income** will be limited to the lesser of fifty percent (50%) of the maximum **Income** linked sum insured stated in the **Policy Schedule** or \$250,000;

1. any **Benefit** payable for Accidental Death & Disablement: **Events 1-18** for **Insured Persons** who have attained the age of eighty (80) and are under eighty-five (85) years of age will be limited to the lesser of the sum insured stated in the **Policy Schedule** or \$500,000 unless otherwise specified;
1. any **Benefit** payable for Accidental Death & Disablement: **Events 1-18** for **Insured Persons** who have attained the age of eighty-five (85) and are under ninety (90) years of age will be limited to the lesser of the sum insured stated in the **Policy Schedule** or \$250,000 unless otherwise specified;
1. any **Benefit** payable for **Event 1, Accidental Death** and **Events 3-18** for **Insured Persons** who have attained the age of ninety (90) years will be limited to the lesser sum insured stated in the **Policy Schedule** or \$25,000 unless otherwise specified.
1. any **Benefit** payable to **Insured Persons** under eighteen (18) years of age for **Event 1** (Accidental Death) will be ten percent (10%) of the sum insured shown in the **Policy Schedule** or \$50,000, whichever is less, and with respect to **Events 2 to 18**, the **Benefit** will be limited to the lesser of the sum insured stated in the **Policy Schedule** or \$250,000 unless otherwise specified.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- a) Any **Pre-Existing Condition**
- b) any claim for more than one **Event** in respect of the same **Bodily Injury**;
- c) any more than one Weekly Injury or Weekly Sickness **Benefit** (Event 19, 20, 37, 38) that occurs at the same period of time;
- d) any claim for Weekly Injury Benefit - **Events 19** and/or 20 or Weekly Sickness Benefit - **Events 37** and/or 38, which is in any way attributable to childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising as a result;
- e) a **Journey** undertaken against the advice of a **Doctor** or when the **Insured Person** is unfit to travel or if the purpose of the **Journey** is to enable the **Insured Person** to seek medical attention; or
- f) any claim payable for **Event 2 Permanent Total Disablement** for **Insured Person(s)** who have attained the age of seventy-five (75).

Section 5 | Motor Vehicle Excess Waiver

Definitions applying to this Section

Rental Vehicle means a rented sedan, station wagon, hatchback or four-wheel drive (4WD) and other noncommercial vehicles (excluding a motorcycle, moped, campervan, truck or trailer) rented or hired from a licensed motor vehicle rental/ hire company for the purpose of carrying an **Insured Person** on public roadways and does not include any other vehicle or use.

Rental Vehicle Excess means the amount the **Policyholder** or the **Insured Person** are legally liable to pay under the **Rental Vehicle** hiring agreement if the **Rental Vehicle** is involved in an **Accident** or is stolen during the rental period.

Benefits applying to this Section

Rental Vehicle

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and rents or hires a **Rental Vehicle** and the **Rental Vehicle** is stolen, damaged or involved in an **Accident** whilst under the control of the **Insured Person** during the rental period, **We** will reimburse **You** or the **Insured Person** for the **Rental Vehicle Excess** which **You** or the **Insured Person** become liable to pay up to the limit stated in the **Policy Schedule** for this **Benefit**.

We will also reimburse all reasonable costs of any administrative expenses applied by the licensed **Rental Vehicle** company in relation to the **Rental Vehicle Excess** liability.

Personal Vehicle

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and uses their personal vehicle for business purposes and the vehicle is involved in an **Accident** whilst the **Insured Person** is in control of the vehicle **We** will:

3. reimburse the amount up to the excess or claim below the excess that would have been payable under the **Insured Person's** comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
4. pay a weekly **Benefit** as shown in the **Policy Schedule** to the **Insured Person** for the cost of hiring a similar motor vehicle in the event that they have lost total use of their personal vehicle as a result of an **Accident**.

The maximum amount **We** will pay in respect to any one **Accident** under Personal Vehicle for parts (a) and (b) combined will be stated in the **Policy Schedule** for this **Benefit**.

Towing Expenses

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and their **Rental Vehicle** or personal vehicle is involved in an **Accident** or is damaged and unable to be driven, or the **Insured Person** is deemed as unfit to drive as a result of a **Bodily Injury** or **Sickness** by a **Doctor**, **We** will reimburse the **Insured Person** or **Policyholder** for the reasonable towing fees not covered under a roadside assistance agreement, comprehensive motor policy or the **Rental Vehicle** agreement up to the maximum amount shown in the **Policy Schedule** for this **Benefit**.

Conditions applying to this Section

In addition to the “General Conditions Applicable to all Sections of the **Policy**”, the below conditions apply:

- the **Rental Vehicle** must be hired from a licensed rental agency and all requirements of the rental agency must be complied with under the hiring agreement; and
- the **Insured Person** must activate the compulsory motor vehicle insurance offered by the rental organisation against loss of or damage to the **Rental Vehicle** during the rental period. Provided the compulsory motor vehicle insurance has been activated, there is no additional requirement to purchase excess buy back.
- all relevant documentation and receipts for the amounts being claimed or excess paid, and details of the costs incurred in repairing the **Insured Person’s** personal vehicle (if applicable) must be supplied to **Us**.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay any damages, loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- a) any **Rental Vehicle** or personal vehicle that is not comprehensively insured;
- b) any use of the **Rental Vehicle** or the **Insured Person’s** personal vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
- c) the use of the **Rental Vehicle** or personal vehicle by an **Insured Person** not holding a valid license for the country the motor vehicle is being operated in;
- d) the **Insured Person** being in control of a **Rental Vehicle** or personal vehicle whilst under the influence of alcohol, illegal substance, or a drug not prescribed by a **Doctor** or with a percentage of alcohol or drugs in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
- e) the illegal or criminal use of the **Rental Vehicle** or personal vehicle by the **Policyholder** or an **Insured Person**; or
- f) the direct operation of the **Rental Vehicle** or personal vehicle other than on a public roadway (whether sealed or unsealed) which is maintained by a local council, shire, government body, company or private individual.

Section 6 | Personal Liability and Identity Theft

Definitions applying to this Section

Identity Theft means the act of knowingly transferring or using, without lawful authority, **Your** or the **Insured Person's** means of identity which constitutes a violation or crime under any applicable government's law or local law, including the theft of personal data or documents pertaining to the **Insured Person's** identity and resulting in:

- a) their fraudulent use to obtain **Money**, goods or services; or
 - b) **You** or the **Insured Person** incurring costs to:
 - prevent fraudulent use;
 - replace such documents'
1. restore a credit rating or banking accounts; or
 2. amend or rectify records pertaining to the **Insured Person's** true name or identity.

Benefits applying to this Section

Personal Liability

If an **Insured Person** becomes legally liable to pay damages, compensation or legal expenses as a result of causing:

1. **Bodily Injury**, including death, to any other person; or
2. loss of or damage to physical property belonging to any other person:

and such **Bodily Injury** or loss/damage is as a result of an **Accident** occurring during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst the **Insured Person** was on a **Journey**, **We** will pay the **Insured Person** the cost of such damages, compensation or legal expenses, up to the limit stated in the **Policy Schedule** for this **Benefit**.

Identity Theft

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** and whilst on a **Journey**, an **Insured Person** is the victim of an incident which results in **You** or them becoming the subject of **Identity Theft**, **We** will indemnify **You** and the **Insured Person** up to the sum insured shown in the **Policy Schedule** for this **Benefit**:

1. reasonable legal expenses incurred, with **Our** prior written consent;
2. in **Your** or the **Insured Person's** defence against any suit(s) by businesses, financial institutions or other credit providers or their collection agencies;
3. in the removal of any criminal or civil judgments wrongly entered against **You** or the **Insured Person**; and
4. to challenge the information in **Your** or the **Insured Person's** credit report;
5. the costs of not arising affidavits or similar documents for law enforcement agencies, financial institutions or other credit providers and credit agencies;
6. the costs of sending registered mail to law enforcement agencies, financial institutions or other credit providers and credit agencies;
7. credit application fees for re-applying for credit due to the rejection of the original application because the credit provider received incorrect credit information; and

8. telephone expenses for calls to businesses, law enforcement agencies, financial institutions or other credit providers and credit agencies.

We will also pay for **Income** lost by **You** or the **Insured Person** as a result of time off work to complete affidavits, meet with law enforcement agencies, credit providers, merchants or legal counsel, up to three hundred and fifty dollars (\$350) a day, to a maximum of ten thousand dollars (\$10,000).

Conditions applying to this Section

In addition to the “General Conditions Applicable to all Sections of the **Policy**” the below conditions apply:

1. no admission of fault or liability may be made without **Our** prior written consent;
2. **We** will be permitted to take over the settlement of any claim or conduct the defence in the **Insured Person’s** name;
3. **We** will have full discretion in the handling of all proceedings;
4. **We** may at any time pay to the **Insured Person**, in connection with any claim or series of claims arising from the one original cause, the amount shown on the **Policy Schedule** as the respective limit or sum insured for **Identity Theft** (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled. Upon such payment being made, **We** will be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to date of such payment, subject to the amount shown on the **Policy Schedule** as the sum insured for this **Benefit**; and
5. when **You** or an **Insured Person** becomes aware that an **Identity Theft** has occurred, **You** or the **Insured Person** must report the incident to the police and obtain a police report as soon as practicably possible.

Exclusions applying to this Section

In addition to the “General Exclusions Applicable to all Sections of the **Policy**”, **We** will not be liable to pay any damages, loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- **Bodily Injury** to the **Insured Person** or any member of the **Insured Person’s** family ordinarily residing with them;
 - **Bodily Injury** to any person which occurs in the course of their employment, service contract or apprenticeship with **You** or the **Insured Person**;
 - loss of or damage to property owned by or in the control of **You** or the **Insured Person** or any member of the **Insured Person’s** family ordinarily residing with them;
 - loss of or damage to property or **Bodily Injury**, through or in connection with the ownership, use or possession of any mechanically propelled vehicle (with the exception of electronic wheelchairs and golf buggies), aircraft or watercraft;
 - **Bodily Injury**, loss of or damage to property through or in connection with **Your** or the **Insured Person’s** business or trade, or from professional advice given by **You** or the **Insured Person**;
 - liability assumed under contract unless such liability would have arisen in the absence of such contract;
 - punitive, exemplary or aggravated damages, any penalty or fine or any multiple portion of any multiplied damages award;
1. expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by **You** or an **Insured Person** or any person acting with **You** or an **Insured Person**, or by any authorised representative of **You** or an **Insured Person**, whether acting alone or in collusion with others; or
 2. expenses incurred due to **Identity Theft** by **You**, an **Insured Person**, an **Insured Person’s Relative** or estranged **Spouse or Partner**, or any person who lives with **You** or an **Insured Person**, or who has lived with **You** or an **Insured Person** for a period of six (6) months or more at any time in the three (3) years immediately preceding the **Identity Theft**.

Section 7 | Kidnap, Ransom and Detention

Definitions applying to this Section

Detained means restraint by way of custody or confinement against the **Insured Person's** will.

Extortion means intimidation by threat or a series of threats to **Kidnap** or inflict harm upon any **Insured Person** or their **Accompanying Relative**.

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

Benefits applying to this Section

Kidnap, Ransom & Extortion

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and is **Kidnaped** or the subject of an **Extortion**, **We** will reimburse **You** or the **Insured Person** for:

1. the reasonable costs of engaging independent consultants with appropriate expertise for investigating the **Kidnap**, negotiating the release of the **Insured Person**, paying **Extortion/Ransom Monies** or recovering the **Insured Person** provided that **We** have given **Our** prior written consent to the use of such consultants;
2. **Extortion/Ransom Monies** paid by the **Policyholder** (including transaction or loan costs charged by a financial institution) for a **Kidnap** or **Extortion** occurring during the **Insurance Period**; and
3. Loss of **Extortion/Ransom Monies** due to seizure, misappropriation, theft, or destruction, whilst being delivered to a person demanding those monies, provided the **Ransom Monies** is being delivered by an **Insured Person** or an authorised person, and the **Kidnap** or **Extortion** which gave rise to the delivery, is covered under the **Policy**.
4. Reasonable payments made by **You** to a person providing information which leads to the arrest of the individual(s) responsible for a **Kidnap** or **Extortion** covered under the **Policy**.
5. Reasonable additional travel and accommodation expenses incurred by **You** or an **Insured Person** as a direct and exclusive result of a **Kidnap** or **Extortion**. Travel costs will be reimbursed at an economy fare.
6. Actual reasonable expenses of a qualified interpreter required by **You** or an **Insured Person** in the event of a **Kidnap** or **Extortion**

Any other reasonable and necessary expenses incurred by **You** with **Our** prior approval in resolving a **Kidnap** or **Extortion** covered by the **Policy**.

Wrongful Detention

If, during the **Insurance Period** and an **Insured Person's Effective Period of Cover**, an **Insured Person** is on a **Journey** and is **Detained** for a minimum period of twenty-four (24) continuous hours:

We will pay **You** or the **Insured Person** the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000), unless otherwise specified on the **Policy Schedule** as a result of the **Insured Person** being falsely arrested or wrongfully *Detained* whilst on a **Journey**.

Conditions applying to this Section

In addition to the "General Conditions Applicable to all Sections of the **Policy**" the following conditions apply:

- a) **Our** total liability for all claims arising under Section 7 – Kidnap, Ransom & Detention, in respect of any one insurable event or series of events arising out of any one occurrence during the **Insurance Period**, whether involving one or more **Insured Persons**, shall not exceed the amount shown in the **Policy Schedule** for Kidnap, Ransom & Detention Limit of Liability;
- b) the total of all payments made by **Us** under this Section in relation to any one **Insured Person** for any one **Kidnap** or **Extortion** shall be limited to the sum insured stated in the **Policy Schedule** for this **Benefit**; and
- c) the **Policyholder** and **Insured Persons** shall make a reasonable effort not to disclose the existence of this insurance.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

1. the surrender of **Money**, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such **Money** or property are being held or delivered for the sole purpose of paying **Ransom Monies**;
2. the **Kidnap** or **Extortion** of an **Insured Person** occurring in their **Country of Residence** or a country where they have been living for more than one hundred and eighty (180) consecutive days at the time the **Kidnap** or **Extortion** occurs; or
3. any fraudulent, dishonest or criminal act committed by **You**, an **Insured Person** or any person **You** or an **Insured Person** authorises to be in possession of **Ransom Monies**.

Section 8 | Political and Natural Disaster Evacuation

Benefits applying to this Section

Political and Natural Disaster Evacuation

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, an **Insured Person** is on a **Journey** and:

1. officials in the country of location recommend that certain categories of persons, and such categories include the **Insured Person**, should leave that country;
2. the Australian government, through its Department of Foreign Affairs and Trade, issues a travel warning recommending that certain categories of persons, and such categories include the **Insured Person** should leave that country;
3. an **Insured Person** is expelled from, or declared unwelcome by the Government or competent civil authority in, that country;
4. there is wholesale confiscation seizure, or expropriation of the **Policyholder's** or the **Insured Person's** property, plant or equipment in that country; or
5. a natural disaster has occurred in that country, and a state of emergency has been declared, necessitating immediate evacuation of the **Insured Person** in order to avoid risk of **Bodily Injury** or **Sickness**;

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

- a) to return the **Insured Person** to their **Country of Residence** or the nearest place of safety using the most reasonably available method of transport; and
- b) for reasonable accommodation costs for up to twenty-one (21) days if the **Insured Person** is unable to return to their **Country of Residence**,

provided in each case the costs and/or expenses have been organised through **Our Emergency Assistance Provider**, up to the maximum sum insured shown in the **Policy Schedule** for this **Benefit**.

Conditions applying to this Section

In addition to the "General Conditions Applicable to all Sections of the **Policy**" the following conditions apply:

- a) **Our** total liability for all claims arising under Section 9 – Political and Natural Disaster Evacuation, in respect of any one insurable event or series of events arising out of any one occurrence during the **Insurance Period** shall not exceed the amount shown in the **Policy Schedule** for Political & Natural Disaster Evacuation Limit of Liability.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- a) the Insured Person violating the laws or regulations of the country they are in;
 1. the Insured Person failing to produce or maintain immigration, work, residence or visas, permits or other similar documentation required for the country they are in;
 1. any debt, insolvency, commercial failure, repossession of any property by a titleholder or any other financial cause;
 2. failure of You or the Insured Person to honour any contractual obligation or bond, or to obey any conditions of a licence;
 3. the Insured Person while in their Country of Residence;

1. the political unrest or natural disaster being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country; or
2. meals incurred by an Insured Person whilst they are receiving cover under Section 9 – Political and Natural Disaster Evacuation.

Section 9 | Alternative Employee or Resumption of Journey

Definitions applying to this Section

Alternative Employee Expenses means all reasonable and necessary travel expenses incurred in sending an **Employee** to complete the business activities originally intended to be undertaken by the **Insured Person** on **Your** behalf, limited to a business class return air flight and other essential expenses incurred in transportation of the **Employee**. It does not include accommodation expenses.

Resumption of Journey Expenses means all reasonable and necessary travel expenses incurred in returning the **Insured Person** to recommence business activities undertaken on **Your** behalf within ninety (90) days following an insured event under Sections 1 or 2 of the **Policy**, limited to a business class return air flight and other essential expenses incurred in such transportation of the **Insured Person**. It does not include accommodation.

Benefits applying to this Section

Alternative Employee or Resumption of Journey

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is undertaking a **Journey** on **Your** behalf, and **You** incur **Alternative Employee Expenses** or **Resumption of Journey Expenses**:

- a) as a direct result of the **Insured Person** dying or suffering a **Serious Injury or Serious Sickness**; or
- b) following a claim covered under Sections 1 or 2 of the **Policy**;

We will reimburse **You** up to the sum insured shown in the **Policy Schedule** for this **Benefit**.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

- a) any amount that **You** or the **Insured Person** had paid or budgeted prior to the commencement of the **Journey**; or
- b) a **Journey** undertaken against the advice of a **Doctor** or when the **Insured Person** is unfit to travel or if the purpose of the **Journey** is to enable the **Insured Person** to seek medical attention for a medical condition.

Section 10 | Extra Territorial Workers Compensation

Benefits applying to this Section

Extra Territorial Workers Compensation

If, during the **Insurance Period** and an **Insured Person's Effective Operative Period of Cover**, the **Insured Person** is on a **Journey** within Australia and suffers an **Accidental Death** or a **Bodily Injury** or **Sickness**, **We** will indemnify **You** up to the sum insured stated in the **Policy Schedule** with respect to liability consequently payable under any applicable workers' compensation legislation which provides:

1. benefits to injured workers for **Accidental Death, Bodily Injury** or **Sickness** arising out of or in the course of the injured workers employment; or
2. damages consequently payable at common law except where the entitlement arises solely under any statute; subject to the Additional Limits of Liability set out below.

Additional Limits of Liability

- In the case of a claim for compensation benefits, the amount payable will be the difference (if any) between the benefits payable by **You** and the amount which the **Insured Person** are entitled to claim under any workers compensation insurance which **You** were required to effect as described above, but not to exceed the Additional Limits of Liability specified in the **Policy Schedule** for this **Benefit**;
- In the case of a claim for damages at common law, the amount payable will be the difference (if any) between the damages and legal costs payable by **You** and the amount of indemnity to which **You** or the **Insured Person** would have been entitled under any workers' compensation insurance which **You** were required to effect as described above but not to exceed the Additional Limits of Liability specified in the **Policy Schedule** for this **Benefit**;
- The Additional Limits of Liability are amounts specified in the **Policy Schedule** and will apply as follows:
 1. Extra Territorial Workers Compensation – Weekly **Benefit** is the limit of weekly compensation for each **Insured Person**;
 2. Extra Territorial Workers Compensation – Limit of Liability – Any One Accident or Occurrence is the maximum limit of liability in respect of all compensation, damages, costs and expenses arising out of any one **Accident** whether involving one or more **Insured Persons**; and
 3. Extra Territorial Workers Compensation Limit of Liability is the maximum amount **We** will pay in the aggregate for all compensation, damages, costs and expenses for all occurrences or events occurring during any one **Insurance Period**, whether involving one or more **Insured Persons**.

Conditions applying to this Section

In addition to the "General Conditions Applicable to all Sections of the **Policy**", the following conditions apply:

1. **Our** total liability for all claims arising under Section 10 – Extra Territorial Workers Compensation, in respect of all compensation, damages, costs and expenses for all occurrences, events and **Accidents** occurring during any one **Insurance Period**, whether involving one or more **Insured Persons**, shall not exceed the amount shown in the **Policy Schedule**;
2. any **Benefits** otherwise payable under Sections 1 or 4 of this **Policy** with respect to any **Insured Person** will be reduced by the amount of any **Benefits** payable under this Section with respect to that **Insured Person**;
3. if reasonably required by **Us**, **You** must authorise **Us** to have access to the files and information held by any workers' compensation insurer with whom **You** have effected insurance; and

4. this Section applies only:
 1. with respect to **Insured Persons** who are employed by the **Policyholder** or who are deemed by any applicable workers' compensation legislation to be workers employed by the **Policyholder** and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially predominantly within Australia;
 2. if, during the currency of the **Policy**, the **Policyholder** maintains workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of **Employees** by the **Policyholder**, or if the **Policyholder** is otherwise licensed under such laws as a self-insurer; and
 3. whilst an **Insured Person** is working on an interim basis for no more than six (6) months outside the state or territory in which the **Insured Person's** usual place of employment or employment base, is located.

Exclusions applying to this Section

In addition to the General Exclusions Applicable to all Sections of the **Policy**, **We** will not be liable to pay loss, cost or expense directly or indirectly caused by, arising from or attributable to:

1. any claim for punitive, exemplary or aggravated damages, any penalty or fine or any multiple portion of any multiplied damages award.

Section 11 | Recovery and Assistance Benefits

Accidental H.I.V. Infection Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection:

1. as a direct result of **Bodily Injury** caused by a violent and physical bodily assault by another person on the **Insured Person**; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an **Insured Person's Bodily Injury** or **Sickness**;
3. **We** will pay the **Insured Person** up to the amount stated in the **Policy Schedule** – Accidental H.I.V. Infection **Benefit**, provided that:
 1. any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to **Us** and medical tests are carried out by a registered and legally qualified medical practitioner no more than one-hundred and eighty (180) days from the date and time of the event giving rise to the potential H.I.V. infection;
 2. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the H.I.V. infection; and
 3. a recognised laboratory carries out medical and clinical tests that conclusively prove that the **Insured Person** was not H.I.V. positive prior to or at the time and date of the event giving rise to the H.I.V. infection.
 4. No **Benefit** will be payable if **You** or the **Insured Person** fail to comply with or to provide the required level of proof.

Bed Care Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** suffers a **Bodily Injury** or **Sickness** whilst on a **Journey** and becomes a bed care patient outside Australia, **We** will pay up to the amount stated in the **Policy Schedule** for each completed twenty-four (24) hour period that an **Insured Person** remains a bed care patient up to the maximum sum insured stated in the **Policy Schedule**.

Coma Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** which directly causes or results in the **Insured Person** being in a state of continuous unconsciousness and the **Insured Person** or their legal representative provide **Us** with a **Doctor's** certificate that verifies that the direct cause of the continuous unconsciousness was the **Bodily Injury**, **We** will pay the **Insured Person** or their legal representative the amount stated in the **Policy Schedule**.

Death by Specified Sickness

If an **Insured Person** aged under seventy-five (75) is on a **Journey** during the **Insurance Period** and an their **Operative Period of Cover**, and within three (3) weeks of the commencement of the **Journey**, dies solely and directly as the result of the following specified **Sicknesses**:

1. Myocardial infarction (heart attack) or ischaemic heart disease;
2. stroke;
3. cancer;
4. malaria;
5. dengue fever; or
6. pulmonary embolism or lower respiratory disease;

which first became apparent after the commencement of such **Journey**, **We** will pay up to:

1. \$50,000 or the amount shown in the **Policy Schedule** for this **Benefit**, whichever is the lesser if the **Insured Person** is under the age of eighteen (18); or
2. the amount shown in the **Policy Schedule** for this **Benefit** where the **Insured Person** is aged between eighteen (18) and under seventy-five (75),

provided that the **Insurance Period** does not exceed twelve (12) months and the specified **Sickness** and/or death was not directly or indirectly caused by any of the General Exclusions Applicable to all Sections of the **Policy**, or:

1. any **Pre-Existing Condition**;
2. childbirth, pregnancy or any complications as a result;
3. a **Journey** within the **Insured Person's Country of Residence** or where the **Journey** did not originate from Australia.

Home and Vehicle Modification Benefit

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

Premature Birth/Miscarriage Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** that results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **We** will pay the **Insured Person** the lump sum insured shown in the **Policy Schedule** for this **Benefit**.

Rehabilitation Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** for which a **Benefit** is paid under Section 4 – Personal Accident and Sickness, **Events 2, 19 or 20**, **We** will pay up to the amount shown in the **Policy Schedule** for this **Benefit** for costs necessarily incurred for rehabilitation for the **Insured Person** provided by a **Doctor** or specialist. Furthermore, rehabilitation includes special equipment and/or modifications to the **Insured Person's** usual workplace.

Repatriation & Funeral Expenses Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and dies as a result of **Bodily Injury** or **Sickness**, **We** will reimburse the reasonable expenses incurred up to the amount shown in the **Policy Schedule**, for:

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

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

Terrorism Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and is a victim of an **Act of Terrorism**, **We** will pay the **Insured Person** up to the amount specified in the **Policy Schedule** for this **Benefit**.

Trauma Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and is a victim of a criminal act such as murder, rape, sexual assault, violent robbery or a **Kidnapping**, **We** will pay the **Insured Person** up to the amount specified in the **Policy Schedule** for this **Benefit**.

Accommodation and Transport Expenses

If, during the **Insurance Period** and an **Insured Person's Effective Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the **Insured Person's** normal place of residence, **We** will pay the actual and reasonable transport and/or accommodation expenses incurred by their **Spouse or Partner** and/or **Dependent Children** to travel to or remain with the **Insured Person** up to the amount shown in the **Policy Schedule** for this **Benefit**.

The sum insured payable for this **Benefit** will be reduced by any amount paid towards **Medical & Evacuation Expenses** – Point 3, under Section 1 – Overseas Medical and Evacuation, with respect to the same **Bodily Injury**.

Childcare Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** for which a **Benefit** is paid under Section 4, **Events 2 to 7(a)**, **We** will pay the **Insured Person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount shown in the **Policy Schedule** for this **Benefit**, but only in respect of additional costs that would not otherwise have been incurred.

Chauffeur Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** for which a benefit is paid under Section 5, **Events 19, 20, 37 & 38**, provided that medical evidence is presented from a **Doctor** certifying that the **Insured Person** is unable to operate a motor vehicle or travel on other available modes of public transport, **We** will pay up to the amount shown in the **Policy Schedule**, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the **Insured Person** directly to and from their normal place of residence and normal place of work.

Corporate Image Protection

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** which results in **Accidental Death** or **Permanent Total Disablement**, **We** will pay the **Policyholder** the actual and reasonable expenses necessarily incurred for the services of a public relations firm for the purpose of protecting the **Policyholder's** corporate image, up to the amount shown in the **Policy Schedule** for this **Benefit**.

Dependent Child Support

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and suffers a **Bodily Injury** which results in an **Accidental Death**, **We** will pay to the **Insured Person's Spouse or Partner**

or legal representative of the **Insured Person's** estate, the amount shown in the **Policy Schedule**, for each **Dependent Child** of the **Insured Person** subject to the maximum sum insured stated per family.

Domestic Help Benefit for Accompanying Spouse or Partner

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Accompanying Spouse or Partner** of the **Insured Person** is a non-**Income** earner, and sustains a **Bodily Injury** for which a **Benefit** would be payable under Section 4, **Events** 19 and/or 20 and a **Doctor** certifies that they are unable to carry out domestic duties, **We** will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown in the **Policy Schedule** for this **Benefit**, provided that the domestic help is not carried out by the **Insured Person** or their **Relatives**, nor a person permanently residing with the **Insured Person**.

Education Fund Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** suffers an **Accidental Death** whilst on a **Journey**, **We** will pay for fees incurred on behalf of each surviving **Dependent Child**, up to the amount shown in the **Policy Schedule** for this **Benefit**, to that **Dependent Child's** school, TAFE or university subject to the maximum sum insured stated per family.

Home Burglary Excess Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** the **Insured Person** is on a **Journey** whilst their place of residence is burgled, **We** will reimburse the **Insured Person** for the **Excess** amount they become liable to pay under a home contents insurance policy, up to the amount shown in the **Policy Schedule** for this **Benefit**.

Independent Financial Advice Benefit

Following payment of a benefit amount under Section 4 – Personal Accident & Sickness, **Events** 1 to 8, **We** will reimburse the **Insured Person's Spouse or Partner** or estate up to the maximum amount shown in the **Policy Schedule**, for professional financial planning advice provided by a qualified financial planner within twelve (12) months after the date of the **Event**.

Lock and Keys Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and loses their identification and keys at the same time, **We** will reimburse the **Insured Person** for the replacement of locks and keys to their home and/or motor vehicle up to the amount shown in the **Policy Schedule** for this **Benefit**.

Orphan Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** and their **Accompanying Spouse or Partner** are on a **Journey** and suffer an **Accidental Death** as a result of the same **Accident**, **We** will pay to the **Insured Person's** estate or the guardian of the **Dependent Children** a lump sum for each surviving **Dependent Child** subject to a maximum benefit amount per family as shown in the **Policy Schedule** for this **Benefit**.

Out of Pocket Expenses Benefit

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** which directly results in otherwise unforeseeable expenses for clothing, medical aids (not including electronic devices) and local transportation for the purpose of seeking medical treatment within thirty (30) days

of return to their **Country of Residence**, **We** will pay the actual and reasonable costs incurred up to the maximum amount shown in the **Policy Schedule** for this **Benefit**, provided that those costs are not insured elsewhere under this **Policy**, or **We** are not otherwise prohibited by law from making such payments (for example if a Medicare benefit is payable).

Replacement Staff/Recruitment Costs

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** and in **Our** judgement **We** believe that a **Benefit** will be paid under Section 4 – Personal Accident & Sickness, **Events 1 or 2**, **We** will pay the actual and reasonable costs incurred by the **Policyholder** for the recruitment of a replacement **Employee**, up to the amount shown in the **Policy Schedule**, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the **Policyholder's** business to continue. The **Policyholder** must first provide a signed undertaking that any amount paid to the **Policyholder** will be repaid to Us if it is found that a valid claim did not or will not eventuate.

Spouse or Partner Employment Training Benefit

If, during the **Insurance Period** and an **Insured Person's Effective Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** which results in an **Accidental Death** or **Permanent Total Disablement**, **We** will reimburse an **Insured Person's Spouse or Partner** up to the sum insured shown in the **Policy Schedule** for the actual costs incurred for training or retraining the **Insured Person's Spouse or Partner**:

1. to improve their potential for employment; and/or
2. to enable them to improve the quality of care they can provide to the **Insured Person**;

Provided that:

1. the **Spouse or Partner** has not attained the age of seventy (70) years of age at the commencement of the training; or
2. the training is provided by a recognised institution with qualified skills to provide such training.

This **Benefit** is payable in addition to any other applicable **Benefit** amount payable under this **Policy** and only applies if the **Spouse or Partner** incurs employment training expenses within twenty-four (24) months following the date of the **Insured Person's Bodily Injury** resulting in an **Accidental Death** or **Permanent Total Disablement**.

Additional Coverage Enhancements

Disappearance

If the body of an **Insured Person** is not found within twelve (12) months after an **Accident** during the **Insurance Period** and an **Insured Person's Effective Period of Cover** whilst on a **Journey**, **Accidental Death** will be presumed in the absence of any evidence to the contrary. The **Accidental Death Benefit** amount set out under Section 5, **Event 1** shall become payable, subject to a signed undertaking by the beneficiary that if the **Insured Person** is subsequently found alive, such **Accidental Death Benefit** amount will be refunded to **Us**.

Escalation of Claim Benefit

Subject to renewal of this **Policy** and payment of the **Premium**, after payment of a **Benefit** under Section 5, **Events 19, 20, 37 or 38** continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by a compound rate of five percent (5%) per annum.

Automatic Extension of Cover

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover** an **Insured Person's** original expected return to their **Country of Residence** is postponed due to delay of transport which is outside the control of the **Insured Person**, or due to the **Insured Person's** inability to travel as a result of a **Bodily Injury** or **Sickness** for which a claim is payable under the **Policy**, **We** will automatically extend the **Insured Person's** cover for that **Journey** under the **Policy** for up to three (3) calendar months from the date of the **Insured Person's** original expected return to their **Country of Residence**, and including any such time that falls outside the **Insurance Period**.

Advanced Payment

If, during the **Insurance Period** and an **Insured Person's Operative Period of Cover**, the **Insured Person** is on a **Journey** and sustains a **Bodily Injury** or **Sickness** for which benefits are payable under Section 4 – Personal Accident & Sickness, **Events 19** or **37**, provided that medical evidence is provided by a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of twenty-six (26) continuous weeks, **We** will pay at the time of first payment, eighteen (18) weeks benefit.

General Conditions Applicable to all Sections of the Policy

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

Alteration of Risk

You must tell **Us** as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of damage, injury, liability, loss or **Sickness**. If **We** agree to the change, **We** will do so in writing and the **Policyholder** must pay **Us** any additional **Premium We** may require.

Entire Contract/Alteration

This **Policy** will not be modified except by written amendment or endorsement attached hereto and signed by **Us**.

Notice of Claim

The **Policyholder** or **Insured Person** or any other person entitled to claim under this **Policy** (claimant) must give **Us** written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A claimant's failure to furnish **Us** with notice within the time provided in the **Policy** will not invalidate any claim, however **We** may reduce **Our** liability under the **Policy** to the extent to which **We** have suffered any prejudice due to such failure. The claimant must at their expense give **Us** such certificates, information and other documentation as **We** may reasonably require, and which are within the claimant's power to provide. **We** may at **Our** own expense have any claimant, who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

Other Insurance

In the event of a claim, the **Policyholder** and/or **Insured Person** must advise **Us** as to any other insurance policies that may be available to pay or partially pay that claim.

Providing Proof of Loss

The **Insured Person** must keep documents they will need in case of a claim. These proofs may include, but not be limited to, substantiation of the **Insured Person's** earnings, receipts, statements or medical certificates relating to a claim, injury reports, claim forms and any other relevant documentation which comes into **Your** or an **Insured Person's** possession.

Medical Examination or Postmortem

At **Our** expense, **We** will be entitled to have any **Insured Person** medically examined or in the event of death, a postmortem examination carried out. **We** will give the **Insured Person** or their legal representative fair and reasonable notice of the medical examination or postmortem.

Subrogation

If **We** make any payment under this **Policy**, then to the extent of that payment, **We** may exercise any rights of recovery held by the **Policyholder** or the **Insured Person**. The **Policyholder** and the **Insured Person** must not do anything which reduces any such rights and must provide reasonable assistance to **Us** in pursuing any such rights. To the extent permitted by law, **We** may reduce **Our** liability for **Your** claim where **You** have agreed to exclude or limit **Your** rights to recover damages from another person in respect of a loss **You** suffer. **We** will have full discretion in the conduct, settlement or defence of any claim in the **Policyholder** or the **Insured Person's** name.

The amount recovered will be applied first to reducing the amount by which the **Policyholder's** or the **Insured Person's** loss exceeds the payment made by **Us**. Any balance remaining after the **Policyholder** or the **Insured Person** has been fully compensated for the loss, up to the amount **We** have paid to settle the claim (including **Our** legal fees for recovery), will be retained by **Us**.

In relation to any claim under the **Policy**, the **Policyholder** and/or the **Insured Person** must not admit fault and must not offer or promise to pay any **Money** or become involved in litigation without **Our** approval.

Breach of Conditions

If the **Policyholder** or an **Insured Person** is in breach of any of the conditions of the **Policy** (including a claims condition), **We** may decline to pay a claim to the **Policyholder** or **Insured Person** in breach if the claim is substantially affected by the breach, to the extent permitted by law.

Assignment

You must not assign the **Policy**, or any rights under the **Policy**, without **Our** prior written consent by way of endorsement to the **Policy**.

Cancellation

The **Policyholder** may cancel this **Policy** at any time by notifying **Us** in writing. The cancellation will take effect from 4:00pm on the day **We** receive the **Policyholder's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** or any Section as a result, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro-rata proportion of the **Premium** to cover the period for which insurance applied less any government fees, taxes and duties **We** cannot recover. However, **We** will not refund any **Premium** if **We** have paid a claim or **Benefit** to **You** or an **Insured Person** under the **Policy**.

Currency

All amounts shown are in Australian dollars, unless otherwise expressly stated on the **Policy Schedule**. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred, or loss is sustained. All claims will be paid in Australian dollars.

Reasonable Precautions

The **Policyholder** and/or **Insured Person** must take all reasonable care to prevent or minimise damage, injury, liability, loss, **Accident** or **Sickness**, including complying with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

Governing Law and Jurisdiction

The **Policy** is governed by the laws of Australia. Any dispute relating to the **Policy** shall be submitted to the exclusive jurisdiction of an Australian Court within the State or Territory in which the **Policy** was issued.

Passive War

In respect of all claims arising out of **Passive War** Our maximum limit of liability shall be outlined on the **Policy Schedule** against **Passive War** Limit of Liability and:

Our liability will cease at the end of the **Insurance Period**, irrespective of whether a **Journey** has been completed.

Policy Limit of Liability

Our maximum liability for all claims arising under this **Policy** during the **Insurance Period** shall not exceed the amount shown on the **Policy Schedule** against **Policy** Limit of Liability.

In the event that claims are made under the **Policy** that exceed the **Policy** Limit of Liability, **We** shall reduce the payments made with respect to each **Insured Person** in accordance with the **Policy** Limit of Liability.

Trade Sanctions

We will not be deemed to provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such **Benefit** would expose **Us** to any sanction, prohibition or restriction, including under United Nations resolutions, or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia, the United States of America or any applicable jurisdiction.

Aggregation

Should a **Benefit** be payable under this **Policy** that is also payable under any other **Policy** issued by **Us**, the **Benefit** will only be payable under one (1) **Policy**, which shall be the **Policy** with the highest **Benefit** amount.

General Exclusions Applicable to all Sections of the Policy

No **Benefits** are payable under this **Policy** for any loss or expense that has been directly or indirectly caused by or arising out of any of the following:

1. **Bodily Injury** or **Sickness** that is intentional, deliberate, self-inflicted or caused by an **Insured Person**, including suicide or attempted suicide, whether sane, insane or under any mental distress;

2. any fraudulent, dishonest, criminal or illegal act committed by the **Policyholder** or an **Insured Person** or any person the **Policyholder** or an **Insured Person** authorises to carry out such fraudulent, dishonest, illegal or criminal act;
3. **War, Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an **Insured Person's Country of Residence**.
4. an **Insured Person** flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers;
5. an **Insured Person** participating, training or taking part in **Professional Sport** of any kind;
6. the use of and in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
7. a sexually transmitted disease, virus or infection;
8. an **Insured Person** being diagnosed by a **Doctor** with a terminal condition prior to a **Journey** being booked;
9. no **Benefits** are payable if they are covered by:
 1. in part or whole by Medicare;
 2. any workers compensation legislation;
 1. any transport accident legislation;
 2. any government sponsored fund, plan or medical benefit scheme; or
 3. any other insurance policy required to be effected by or under law
but only to the extent to which the loss, damage, liability, **Event, Bodily Injury** or **Sickness** is in fact covered by one or more of these schemes.
1. no **Benefits** are payable under this **Policy** if the payment of any **Benefit**:
 2. would be considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or
 1. would be illegal or unlawful under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth);
 1. the loss or expense comprising a claim (or part of a claim) for **Benefits** that are recoverable from any other source.
1. an **Insured Person** travelling to a destination that has been issued with "Do Not Travel" advice by the Australian Government as per the Smartraveller website: www.smartraveller.gov.au, unless otherwise agreed to in writing by **Us**.
 2. any local or federal government enforced border closure in response to:
 1. a pandemic and/or epidemic as announced by the World Health Organisation (WHO), including but not limited to Coronavirus (COVID-19);
 2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
 3. any mutation or variation of SARS-CoV-2; and/or
 4. any fear or threat of (a), (b) or (c) above.