



Business Travel Insurance

Vertex Policy Wording

1 October 2021

This document is Part 2 of a two Part Product Disclosure Statement (PDS), Part 1 being important information. Both parts must be provided to you and together form the PDS.

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Contents

General Definitions	3
Section 1: Personal Accident & Sickness	6
Section 2: Kidnap & Ransom/Extortion	21
Section 3: Hijack & Detention	24
Section 4: Medical & Additional Expenses and Cancellation & Curtailment Expenses	25
Section 5: Emergency Assistance.....	30
Section 6: Loss of Deposits	31
Section 7: Baggage, Electronic Equipment & Money	33
Section 8: Alternative Employee and Resumption of Assignment Expenses	40
Section 9: Personal Liability	41
Section 10: Rental Vehicle Excess Waiver	43
Section 11: Extra Territorial Workers' Compensation	46
Section 12: Missed Transport Connection	48
Section 13: Overbooked Flight	48
Section 14: Political & Natural Disaster Evacuation	49
Section 15: Search & Rescue Expenses	51
Section 16: General Extensions Applicable to All Sections of the Policy.....	52
Section 17: General Exclusions Applicable to All Sections of the Policy	54
Section 18: General Provisions Applicable to All Sections of the Policy	55

General Definitions

The words in **bold** (and any derivatives of them) listed below have the following specific meanings when they appear in the **Policy**:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word **Accidental** will be construed accordingly.

Accidental Death means death occurring as a result of a **Bodily Injury**.

Bodily Injury means a bodily injury resulting solely and directly from an **Accident** and which occurs independently of any **Sickness** or other cause, where the bodily injury and **Accident** both occur:

- (a) during the **Period of Insurance**;
- (b) while the person is a **Covered Person**; and
- (c) while the **Covered Person** was on a **Journey**.

It does not mean a **Sickness** (except illness or disease directly resulting from medical or surgical treatment rendered necessary by a **Bodily Injury**).

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country.

Claimant means the **Policyholder**, a **Covered Person** or any other person entitled to claim under the **Policy**.

Close Colleague means:

- (a) a fellow **Employee** of the **Covered Person** whose duties and responsibilities directly affect the **Covered Person's** work; or
- (b) a person, who is not a fellow **Employee**, where the business relationship with the **Covered Person** necessitates the immediate return of the **Covered Person**.

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

Country of Residence means the country:

- (a) of which the **Covered Person** is a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **Covered Person** resident rights in such country); or
- (b) in which the **Covered Person** is residing on an overseas expatriate assignment.

Covered Person means a person who meets the criteria specified for a covered person in the **Schedule** and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. They are a person that is legally entitled to claim under the **Policy** by reason of the operation of the relevant provisions of the Insurance Contracts Act 1984 (Cth) and on no other basis. A covered person is not a contracting insured under the **Policy** with **Us**. **Our** agreement is entered into with the **Policyholder**.

Dependent Child means a **Covered Person's** and/or their **Spouse/Partner's** unmarried dependent child (including step, foster or legally adopted child) who is under nineteen (19) years of age or who is:

- (a) under twenty-five (25) years of age while a full-time student at an accredited institution of higher learning; or
- (b) over nineteen (19) years of age and is physically or mentally incapable of self-support; and

is primarily dependent upon the **Covered Person** for maintenance and support.

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

- (a) the **Policyholder**;
- (b) the **Covered Person**; or
- (c) a **Close Relative** of the **Covered Person**.

Emergency Assistance Provider means the emergency assistance provider shown in the **Schedule** against Section 5 – Emergency Assistance.

Employee means any person in the **Policyholder's** service, including but not limited to, directors (executive and non-executive), board members and (except for Section 11 – Extra Territorial Workers' Compensation) includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

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

Excess means the first amount of each and every claim which **We** will not pay and which the **Policyholder** or **Covered Person** is required to bear themselves as stated in the **Schedule** either expressed as a monetary amount or a percentage of the loss.

Incidental Private Travel means travel which is private and taken either side of or during an authorised business trip.

Journey means the journey defined in the **Schedule** and includes all:

- (a) **Incidental Private Travel**; and/or
- (b) **Private Leisure Travel** (as defined in the **Schedule**) with respect to the **Covered Person(s)** and/or individuals listed and declared to the insurer in the **Schedule**;

but does not include commuting between the **Covered Person's** normal place of residence and normal place of business.

Local Time means the time at the **Policyholder's** principal place of business.

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.

Parent means parent, parent-in-law, step-parent, guardian or such person who was the **Covered Person's** primary care giver as a child.

Period of Insurance means the period shown on the current **Schedule** or such shorter time if the **Policy** is terminated and for which cover applies under the **Policy**.

Policy means this document, the current **Schedule** and any **Endorsement**. **Policyholder** means:

- (a) the named entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting insured;
- (b) any subsidiary company (including subsidiaries thereof) of the **Policyholder** and any other organisation under the control of the **Policyholder** and over which it is exercising active management;
- (c) any new organisation acquired during the **Period of Insurance** by the **Policyholder** described in (a) and (b) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - (i) reported to **Us** within ninety (90) days after it is acquired; and
 - (ii) endorsed on this **Policy**.

Policyholder means:

- (a) the named entity listed as the **Policyholder** in the **Schedule** with whom **We** enter into the **Policy**. They are the contracting insured;
- (b) any subsidiary company (including subsidiaries thereof) of the **Policyholder** and any other organisation under the control of the **Policyholder** and over which it is exercising active management;
- (c) any new organisation acquired during the **Period of Insurance** by the **Policyholder** described in (a) and (b) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - (i) reported to **Us** within ninety (90) days after it is acquired; and
 - (ii) endorsed on this **Policy**.

Pre-Existing Condition means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, for which:

- (a) in the twelve (12) months prior to the person becoming a **Covered Person**, the **Covered Person**:
 - (i) had an emergency department visit, was hospitalised, or had a day surgery procedure;
 - (ii) required prescription medication from a **Doctor**;
 - (iii) had regular reviews or check-ups with a **Doctor**;
 - (iv) underwent investigation and is awaiting diagnosis and/or test results,and which defect, condition, illness or disease remains uncured and/or in respect of which there is a reasonable prospect of recurrence; or
- (b) the **Covered Person** is exhibiting symptoms at the time of booking the **Journey** which would cause a reasonable person to consider they might have an underlying condition and to seek the advice of a **Doctor**.

Premium means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Private Leisure Travel means the private leisure travel defined in the **Schedule** with respect to the **Covered Person(s)** and/or individuals listed and declared to the insurer in the **Schedule** against Listed Covered Persons for **Private Leisure Travel**.

Professional Sport means any sport for which a **Covered Person** receives a fee, allowance, sponsorship, or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Salary means:

- (a) in the case of an **Employee** (not otherwise covered below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **Employee's** total remuneration package they will be included as part of the **Employee's** weekly pre-tax income; or
- (b) in the case of an **Employee** who is remunerated by way of a salary package or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding bonuses, commissions and/ or overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis they will be included as part of the **Employee's** weekly pre-tax income; or
- (c) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the schedule attached to the **Policy** or any later schedule issued on renewal, variation or by way of **Endorsement**.

Serious Injury or **Serious Sickness** means a condition which:

- (a) a **Doctor** certifies as requiring the attendance of the **Covered Person** for the health or treatment of the person upon whom the claim depends; or
 - (b) in relation to a business associate, requires the **Covered Person** to take over that person's business role;
- and for which that person has not received regular medical advice or treatment in the thirty (30) days immediately prior to the commencement date of the **Journey**.

Sickness means any illness, disease, condition, syndrome, or mental illness of the **Covered Person**.

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

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

Temporary Total Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in their usual occupation or business duties, and while the **Covered Person** is under the regular care of and acting in accordance with the instructions or advice of a **Doctor**.

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

We/Our/Us means the insurer named in the **Schedule**.

Please note that any definitions relating to a specific cover section are located in that Section. Other documents issued by **Us** that form the **Policy** may also contain general or specific definitions.

Section 1: Personal Accident & Sickness

Section 1: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

1.1 Personal Accident

Where a **Covered Person** suffers from an **Event** described in Parts A, B, D or E of the Table of Events that:

- (a) is as a result of a **Bodily Injury** which occurred while on a **Journey**;
- (b) is not a **Pre-Existing Condition**; and
- (c) occurs within twelve (12) months of the date of the **Bodily Injury**,

We will pay the corresponding benefit for that **Event** set out in the Table of Events, provided an amount is shown for that **Event** in the **Schedule** against Section 1, Parts A, B, D or E.

However, **We** will only pay the corresponding benefit for that **Event** set out in the Table of Events if:

- (d) the **Bodily Injury**; and
- (e) the **Journey**,

occur during the **Period of Insurance** and while the person is a **Covered Person**.

1.2 Sickness

Where a **Covered Person** suffers from an **Event** described in Part C of the Table of Events that:

- (a) is as a result of a **Sickness** which occurred while on a **Journey**;
- (b) is not a **Pre-Existing Condition**; and
- (c) occurs within twelve (12) months of the date of the first occurrence of the **Sickness**,

We will pay the corresponding benefit for that **Event** set out in the Table of Events, provided an amount is shown for that **Event** in the **Schedule** against Section 1, Part C.

However, **We** will only pay the corresponding benefit for that **Event** set out in the Table of Events if:

- (d) the **Sickness**; and
- (e) the **Journey**,

occur during the **Period of Insurance** and while the person is a **Covered Person**.

Section 1: Table of Events

1.3 Part A – Lump Sum Benefits

- (a) Cover for an **Event** under this Part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1, Part A – Lump Sum Benefits.
- (b) The benefits shown below are a percentage of the amount shown in the **Schedule** against Section 1, Part A – Lump Sum Benefits.
- (c) Where the lump sum benefit is salary linked and the **Covered Person** is not in receipt of a **Salary**, the benefit amount will be fifty percent (50%) of the lump sum benefit stated in the **Schedule** for the category applicable to such **Covered Person**. Cover is also subject to the Aggregate Limit of Liability as described in General Provision 5.2 'Limit of Liability' of this **Policy**.
- (d) If two or more of Events 1 to 19 occur in respect of the same **Bodily Injury**, **We** will only pay for one Event (the Event with the highest available compensation).
- (e) If a **Covered Person** suffers a **Bodily Injury** resulting in any one of Events 2–8, **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**.

THE EVENTS	THE BENEFITS
Note: The following Events(s) must occur within twelve (12) months of the date of the Bodily Injury.	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limbs	100%
7. Loss of:	
(a) four (4) Fingers and Thumbs of both Hands	100%
(b) one (1) Hand	80%
(c) four (4) Fingers and Thumb of either Hand	80%
8. Loss of use of:	
(a) Two (2) Feet	50%
(b) One (1) Foot	40%
9. Permanent and incurable insanity	100%
10. Loss of hearing in:	
(a) both ears	100%
(b) one (1) ear	30%
11. Permanent Loss of the lens of:	
(a) both eyes	100%
(b) one (1) eye	60%
12. Burns:	
(a) third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
(b) second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	25%
13. Permanent loss of use of four (4) Fingers of either Hand	50%
14. Permanent loss of use of one (1) Thumb of either Hand:	
(a) both joints	40%
(b) one (1) joint	20%
15. Permanent loss of use of Fingers of either Hand:	
(a) three (3) joints	15%
(b) two (2) joints	10%
(c) one (1) joint	5%
16. Permanent loss of use of Toes of either Foot:	
(a) all – one (1) Foot	15%
(b) great – both joints	5%
(c) great – one (1) joint	3%
(d) other than great – each Toe	1%
17.	
(a) Fractured leg or patella with established non-union	10%
(b) Shortening of leg by at least five centimetres (5cm)	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural Teeth , including capped or crowned Teeth , but excluding first teeth and dentures	3% to a maximum \$10,000 in total
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us . If the Doctor appointed by Us forms a contrary opinion to that of the Covered Person's treating Doctor , We will seek the opinion of a third independent Doctor who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, subject to the maximum amount We will pay which is seventy-five percent (75%) of the Lump Sum Benefit insured.

1.4 Part B – Bodily Injury Benefits

Bodily Injury Resulting in Surgery

- (a) Cover for an **Event** under this Part applies only if:
- (i) an amount is shown in the **Schedule** against Section 1, Part B – Bodily Injury Resulting in Surgery;
 - (ii) the surgery is undertaken outside the **Covered Person’s Country of Residence**;
 - (iii) the surgical procedure is carried out within twelve (12) months of the date of the **Bodily Injury**; and
 - (iv) the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.
- (b) The benefits shown below are a percentage of the amount shown in the **Schedule** against Section 1, Part B – Bodily Injury Resulting in Surgery.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must be carried out within twelve (12) months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part B – Bodily Injury Resulting in Surgery.
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	12.5%

Bodily Injury Weekly Benefits

- (a) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits.
- (b) Cover for an **Event** under this Part is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within twelve (12) months of the date of the Bodily Injury .	
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part B – Bodily Injury Weekly Benefits, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person’s Salary .
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Section 1, Part B – Bodily Injury Weekly Benefits less any amount of current earnings as a result of working in a reduced capacity with the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person’s Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, where the Policyholder has activities for the Covered Person to undertake, yet elect not to do so, then the benefit payable will be thirty percent (30%) of the Covered Person’s Salary .

1.5 Part C – Sickness Benefits

Sickness Resulting in Surgery

- (a) Cover for an **Event** under this Part applies only if:
- (i) an amount is shown in the **Schedule** against Section 1, Part C – Sickness Resulting in Surgery;
 - (ii) the surgery is undertaken outside the **Covered Person’s Country of Residence**;
 - (iii) the surgical procedure is carried out within twelve (12) months of the date of occurrence of the **Sickness**; and
 - (iv) the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.
- (b) The benefits shown below are a percentage of the amount shown in the **Schedule** against Section 1, Part C – Sickness Resulting in Surgery.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must occur within twelve (12) months of the first occurrence of the Sickness .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part C – Sickness Resulting in Surgery.
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	12.5%

Sickness Weekly Benefits

- (a) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Section 1, Part C – Sickness Weekly Benefit.
- (b) Cover for an **Event** under this Part is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Section 1, Part C – Sickness Weekly Benefits.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within twelve (12) months of the date of the Sickness .	
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part C – Sickness Weekly Benefits, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person’s Salary .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown in the Schedule against Section 1, Part C – Sickness Weekly Benefits less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person’s Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, where the Policyholder has activities for the Covered Person to undertake, yet elect not to do so, then the benefit payable will be thirty percent (30%) of the Covered Person’s Salary .

1.6 Part D – Fractured Bones – Lump Sum Benefits

- (a) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Section 1, Part D – Fractured Bones – Lump Sum Benefits.
- (b) The benefits shown below are a percentage of the amount shown in the **Schedule** against Section 1, Part D – Fractured Bones – Lump Sum Benefits.
- (c) The maximum benefit payable for any one **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- (d) In the case of an established non-union of any of the below fractures, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of five percent (5%) of the amount shown in the **Schedule** against Section 1, Part D – Fractured Bones – Lump Sum Benefits.

THE EVENTS	THE BENEFITS
Note: The following fractured bones must occur within twelve (12) months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part D– Fractured Bones – Lump Sum Benefits.
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
36.	
(a) Cheekbone, shoulder	30%
(b) Neck, skull or spine (Simple Fracture, Hairline Fracture or Other Fracture)	30%
37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

1.7 Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits

- (a) Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- (b) The benefits shown below are a percentage of the amount shown in the **Schedule** against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- (c) The maximum benefit payable for any one **Bodily Injury** resulting in loss of **Teeth** or dental procedures will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- (d) A limit per **Tooth** applies and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Limit per Tooth.

THE EVENTS	THE BENEFITS
Note: The following loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
42. Loss of Teeth or full capping of Teeth	100%
43. Partial capping of Teeth	50%

Section 1: Definitions

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

Act of Terrorism means the planning, use, or threat of use, of violence against persons or property for the purpose of advancing political, religious, or ideological goals.

Air or Road Rage Incident means a violent physical act occurring whilst the **Covered Person** is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways; and intentionally committed by a person who is not a **Covered Person** or a **Close Relative** of the **Covered Person**.

Benefit Period means the maximum period of time for which a benefit is payable under Events 25, 26, 31 or 32, as shown in the **Schedule**.

Carjacking Incident means a violent theft or attempted violent theft of a motor vehicle which occurs while the vehicle is under the care and control of, or is occupied by or is immediately intended to be occupied by, a **Covered Person**.

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 in Section 1 (Personal Accident & Sickness) of the **Policy** and which result from a **Bodily Injury** or **Sickness** of the **Covered Person**, as applicable.

Excess Period means the period of time following an **Event** giving rise to a claim during and for which no benefits are payable as specified in the **Schedule**.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

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

Loss means, in connection with:

- (a) a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- (b) hands, feet and digits, **Permanent** physical severance or **Permanent** total loss of use of the **Hand**, **Foot**, **Finger**, **Thumb** or **Toes**;
- (c) an eye, total and **Permanent** loss of all sight in the eye;
- (d) hearing, total and **Permanent** loss of hearing;
- (e) speech, total and **Permanent** loss of the ability to speak; and which in each case is caused by **Bodily Injury**.

Medical Aids means equipment, such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of **Bodily Injury** by a **Doctor** and which are not excluded under General Exclusion 17.1(d).

Other Fracture is any fracture other than a **Simple 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, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Bodily Injury** and at the expiry of that period is, in the opinion of a **Doctor**, unlikely to materially improve.

Permanent Total Disablement means in the opinion of a **Doctor**:

- (a) the **Covered Person's** disability is **Permanent**; and
- (b) the **Covered Person** is entirely and continuously unable to engage in, perform, or attend to any occupation or business for which they are reasonably qualified by reason of education, training 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.

Specified Sickness means a:

- (a) myocardial infarction (heart attack) or ischaemic heart disease;
- (b) pulmonary embolism or lower respiratory disease;
- (c) stroke;
- (d) cancer;
- (e) rabies; or
- (f) dementia.

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

Section 1: Extensions

The following Extensions automatically apply to Section 1 of this **Policy**:

1.8 Air or Road Rage Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** as a result of being the victim of an **Air or Road Rage Incident**, **We** will pay the **Covered Person** a lump sum benefit of \$5,000. The **Covered Person** must make reasonable efforts to report the **Air or Road Rage Incident** to the police or other relevant local authority as soon as practicable after the incident occurring.

1.9 Carjacking Assault Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** as a result of being the victim of a **Carjacking Incident**, **We** will pay the **Covered Person** a lump sum benefit of \$5,000. The **Covered Person** must make reasonable efforts to report the **Carjacking Incident** to the police or other relevant local authority as soon as practicable after the incident occurring.

1.10 Chauffeur Services

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** becomes entitled to payment of a benefit under any of Events 25, 26, 31 or 32, **We** will pay the **Policyholder** or **Covered Person** up to a maximum of \$2,500, for a chauffeur or taxi service, or commercial ride sharing service, to transport the **Covered Person** directly to and from:

- (c) the **Covered Person's** usual place of work and their usual place of residence if the **Covered Person** recovers sufficiently to return to work but is certified by a **Doctor** as being unable to drive a vehicle or travel on public transport; or
- (d) any medical appointment for the treatment of the **Temporary Total Disablement** or **Temporary Partial Disablement**.

1.11 Childcare Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** for which a benefit is paid under any of Events 2-7(a), 8(a), 9, 10(a) or 11(a), **We** will pay the **Covered Person** the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to a maximum of \$5,000, but only in respect of additional costs that would not otherwise have been incurred.

1.12 Coma Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** which directly causes or results in the **Covered Person** being in a state of continuous unconsciousness, and the **Covered Person** or their legal representative presents **Us** with a written opinion of a **Doctor** which verifies that the direct cause of the continuous unconsciousness was the **Bodily Injury**, **We** will pay the **Policyholder** or the **Covered Person** or the **Covered Person's** legal representative a weekly amount of \$500 for each week (or part thereof) of continuous unconsciousness, up to a maximum of twenty-six (26) consecutive weeks.

If the state of continuous unconsciousness persists for less than one (1) week, or for only part of any subsequent week, **We** will pay the Coma Benefit described above at the rate of one-seventh (1/7th) the weekly rate for each day of unconsciousness during that part-week.

1.13 Corporate Image Protection

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

any **Covered Person** suffers a **Bodily Injury** and this is likely to result in a valid claim under the **Policy** with respect to Section 1 Part A – Lump Sum Benefits Events 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement (not to be unreasonably withheld or delayed):

- (c) to engage image consultants and public relations consultants; and
- (d) to release information through the media.

The maximum amount **We** will pay with respect to any one (1) **Event** or set of circumstances is the amount shown in the **Schedule** against Section 1 Extensions – Corporate Image Protection.

Conditions applicable to Corporate Image Protection cover

- (1) The **Policyholder** should seek **Our** prior written agreement before any costs are incurred to protect and/or positively promote the **Policyholder's** business and image, as not doing so may prejudice **Our** rights and reduce the amount payable under the **Policy**.
- (2) Costs must be incurred as a result of such **Bodily Injury(ies)**, to protect and/or positively promote the **Policyholder's** business and image.

1.14 Death by Specified Sickness

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** dies within the first thirty-one (31) days of the **Journey** solely and directly as a result of a **Specified Sickness** which is not caused by or related to a **Pre-Existing Condition**, **We** will pay a lump sum benefit of \$50,000.

1.15 Dependent Child Supplement

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers an **Accidental Death** and is survived by a **Dependent Child(ren)**, **We** will pay the **Covered Person's** estate a lump sum for each surviving **Dependent Child** subject to a maximum benefit amount with respect to any one (1) family.

The maximum amount **We** will pay per **Dependent Child** and any one (1) family is shown in the **Schedule** against Section 1 Extensions – Dependent Child Supplement.

1.16 Disappearance

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** disappears in any manner whatsoever and the **Covered Person's** body has not been found within twelve (12) months after the date of that disappearance, the **Covered Person** will be deemed for the purpose of this **Policy** to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the **Accidental Death** benefit in the Table of Events (Event 1) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate:

- (1) report the disappearance to the local police and provide **Us** with a written report or other evidence that the **Accidental Death** has been reported;
- (2) if reasonably possible, where the cause of the **Covered Person's** disappearance is unknown, provide a death certificate from the relevant authority, within twelve (12) months of the disappearance; and
- (3) give **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person's** estate knew that the **Covered Person** did not die as a result of a **Bodily Injury**.

1.17 Domestic Help Expenses

Where a **Covered Person** is an **Accompanying Spouse/Partner** and is a non-income earner prior to sustaining a **Bodily Injury** or suffering **Sickness** but would otherwise have been entitled to a benefit under any of Events 25, 26, 31 and/or 32, **We** will pay the reasonable costs of domestic help, including childcare and outdoor household activities, certified as necessary by a **Doctor**. The domestic help may not be performed by a person who is a **Close Relative** of the **Covered Person**.

The maximum amount **We** will pay for any one (1) **Event** per week is \$500, for a maximum of twenty-six (26) weeks.

1.18 Education Fund Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** resulting in Event 1 – Accidental Death, **We** will reimburse subsequently incurred school or university fees. The maximum amount **We** will pay for each surviving **Dependent Child** is \$5,000, and the maximum amount **We** will pay for each family is \$25,000.

1.19 Escalation of Claim Benefit

After paying a benefit under Events 25 and/or 26 or Events 31 and/or 32 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 five percent (5%) per annum. Any continuation of benefits shall not exceed the total maximum **Benefit Period** shown in the **Schedule**.

1.20 Executor Emergency Cash Advancement

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers an **Accidental Death**, and it is likely that there will be an entitlement to payment under Event 1, then without prejudice, upon the executor of the estate's request, **We** will advance to the **Policyholder** or the executor of the **Covered Person's** estate a lump sum benefit of \$7,500, whilst the administration of the **Covered Person's** estate is being arranged. The amount of the payment made under this Extension shall be deducted from any amount paid under Event 1.

1.21 Exposure

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is exposed to the elements as a result of an **Accident** and within twelve (12) months of the **Accident**, the **Covered Person** suffers from any of the **Events** as a direct result of that exposure, the **Covered Person** will be deemed for the purpose of the **Policy** to have suffered a **Bodily Injury** on the date of the **Accident**.

1.22 Guaranteed Payment

If a **Covered Person** becomes entitled to payment of a benefit under either of Events 25 or 31, **We** will immediately pay twelve (12) weeks benefits provided that the **Policyholder** or a **Covered Person** gives **Us** proper medical evidence from a **Doctor** certifying that there is a reasonable likelihood that the total period of **Temporary Total Disablement** will be a minimum of twenty-six (26) weeks.

1.23 Independent Financial Advice

If a **Covered Person** sustains a **Bodily Injury** for which benefits are payable under Events 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will pay, if asked by the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, in addition to payment of the Part A benefit for the **Event**, the costs of obtaining financial advice in respect of the payment of the benefit provided such advice is given by a professional financial advisor:

- (a) who is not a **Close Relative** of the **Covered Person**; and
- (b) who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 1 Extensions – Independent Financial Advice.

1.24 Modification Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** for which a benefit is payable under Part A – Events 2 or 3, **We** will reimburse the **Policyholder** or **Covered Person** up to a maximum of \$10,000, for costs incurred to:

- (c) modify the **Covered Person's** vehicle;
- (d) modify the **Covered Person's** home or relocate the **Covered Person** to a more suitable residence; and
- (e) with the agreement of the **Policyholder**, modify the **Covered Person's** workplace,

provided that evidence is presented from a **Doctor** certifying that the modification and/or relocation is medically necessary or is likely to be substantially beneficial in managing the **Covered Person's** condition or in enabling greater independence in the **Covered Person's** daily life.

1.25 Orphan Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** and their **Accompanying Spouse/Partner** both suffer **Accidental Death** as a result of the same **Accident** and they are survived by a **Dependent Child(ren)**, **We** will pay to the **Covered Person's** estate, in addition to any benefit payable under Additional Benefit 1.16 Dependent Child Supplement, a lump sum benefit of \$10,000 for each surviving **Dependent Child**, subject to a maximum benefit amount of \$30,000 in respect of any one (1) family.

1.26 Out of Pocket Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** which directly results in additional expenses for **Medical Aids**, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, **We** will pay the reasonable costs incurred, up to a maximum of \$5,000, provided that those costs:

- (c) are not insured elsewhere under this **Policy**; and
- (d) are not an expense to which General Exclusion 17.1(d) applies.

1.27 Premature Birth/Miscarriage Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or **Covered Person** a lump sum benefit of \$5,000.

1.28 Reconstructive or Cosmetic Surgery Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** which directly results in medically necessary reconstructive or cosmetic surgery, and a benefit being paid under any of Events 2-19, **We** will pay the **Policyholder** or the **Covered Person** an additional ten percent (10%) of that benefit amount with respect to that **Bodily Injury**, up to a maximum of \$20,000.

1.29 Replacement Staff Recruitment Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers a **Bodily Injury**, and this is likely to result in a valid claim under the **Policy** with respect to Part A – Event 1 or Event 2, **We** will pay the reasonable costs incurred by the **Policyholder** for recruitment of replacement employees, up to a maximum of \$5,000, provided that the recruitment process commences within sixty (60) days of the **Event** and is necessary for the continuation of the **Policyholder's** business.

1.30 Partner Accidental Death Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person's Spouse/Partner** (who is not **Accompanying** the **Covered Person**) suffers an **Accidental Death**, **We** will pay the **Covered Person** a lump sum benefit.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 1 Extensions – Spouse/Partner Accidental Death Benefit.

1.31 Spouse/Partner Retraining Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers **Bodily Injury** for which benefits are payable under any of Events 1–7(a), 8(a), 9, 10(a) or 11(a), **We** will pay, if asked by the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, the actual costs incurred for the training or retraining of the **Covered Person's Spouse/Partner**:

- (c) for the purpose of obtaining gainful employment; or
- (d) to improve their employment prospects; or
- (e) to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

- (f) the training is provided by a registered training organisation with qualified skills to provide such training; and
- (g) all such expenses are incurred within twenty-four (24) months from the date the **Covered Person** suffered the **Bodily Injury** for which the claim depends.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 1 Extensions – Partner Retraining Benefit.

1.32 Student Tutorial Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** who is a student, suffers from:

- (c) a **Bodily Injury** which results in Events 25 and/or 26; or
- (d) a **Sickness** which results in Events 31 and/or 32,

and is unable to attend registered classes, **We** will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that **Bodily Injury** or **Sickness**, up to a maximum of \$500 per week for a maximum of twenty-six (26) weeks, provided that the **Covered Person** is registered as a full time student with an educational institution and the home tutorial services are provided by persons other than the **Covered Person's Close Relatives** or persons permanently living with the **Covered Person**.

1.33 Terrorism Injury Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** resulting from an **Act of Terrorism** for which a benefit is paid under any of Events 1–7(a), 8(a), 9, 10(a) and 11(a), **We** will, in addition to payment of the benefit, also pay the **Policyholder** or the **Covered Person** or the **Covered Person's** estate a lump sum benefit of \$20,000. The maximum **We** will pay for all claims arising out of any one (1) event, or series of related events, during the **Period of Insurance**, is \$200,000.

Condition applicable to Terrorism Injury Benefit

The **Covered Person** should make every practicable effort to report the **Act of Terrorism** to the police or other relevant local authority as soon as reasonable practicable after the incident occurring and, provide **Us** with a copy of the report, or with the incident report number (or such similar evidence) provided by the police or relevant local authority. Not reporting the incident to the police or other relevant local authority may prejudice **Our** rights and reduce the cover payable under this **Policy**.

1.34 Tuition or Advice Expenses

When Events 25 and/or 26 or Events 31 and/or 32 occur, for which benefits are payable, **We** will reimburse expenses incurred by the **Policyholder** or a **Covered Person** for:

- (a) tuition or advice given to a **Covered Person** by a licensed vocational school; or
- (b) participation in a return to work program.

The **Policyholder** and/or **Covered Person** should seek **Our** written agreement (not to be unreasonably withheld or delayed) and the agreement of the **Covered Person's Doctor** prior to incurring such expenses, as not doing so may prejudice **Our** rights and reduce the amount payable under this **Policy**.

Reimbursement under this provision will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person** up to the maximum amount per month and for the maximum number of months shown in the **Schedule** against Section 1 Extensions – Tuition or Advice Expenses.

1.35 Unexpired Membership Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** which results in a benefit being paid under:

- (c) Events 2–7(a), 8(a), 9, 10(a) and 11(a); or
- (d) Events 25 and/or 26, which a **Doctor** certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and it is certified by a **Doctor** as preventing the **Covered Person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **We** will pay the **Policyholder** or **Covered Person** a pro-rata refund of such fees paid for the current season or membership period, up to a maximum of \$3,000.

Section 1: Exclusions

The following Exclusions automatically apply to Section 1 of this **Policy**. Section 1 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

1.36 **We** will not be liable to pay benefits:

- (a) for Events 31 and 32 with respect to any **Sickness** which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising from childbirth or pregnancy; or
- (b) for an **Event(s)** which is directly or indirectly related to a **Pre-Existing Condition**.

Section 1: Conditions

The following Conditions automatically apply to Section 1 of this **Policy**. Section 1 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 1.37 If a **Covered Person** suffers a **Bodily Injury** resulting in any one (1) of Events 2–8, **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**.
- 1.38 If two (2) or more of Events 1 -19 occur in respect of the same **Bodily Injury**, **We** will only pay for one (1) **Event** (the **Event** with the highest available compensation).
- 1.39 **We** will not pay benefits for Events 25, 26, 31 and 32:
- (a) in excess of a total aggregate period as shown in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits in respect of any one (1) **Bodily Injury** or **Sickness**;
 - (b) during the **Excess Period** stated in the **Schedule** against Part B – Bodily Injury Weekly Benefit or against Part C – Sickness Weekly Benefit calculated from the commencement of the **Temporary Total Disablement** or **Temporary Partial Disablement**; and
 - (c) after that **Excess Period**, in an amount which exceeds the lesser of:
 - (i) the maximum **Salary** stated in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits; or
 - (ii) the **Covered Person’s Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits,
- For example, if the **Schedule** against Part B – Bodily Injury Weekly Benefit or against Part C – Sickness Weekly Benefit states:
- the applicable percentage is eighty-five percent (85%); and
 - the maximum benefit is \$2,000:
- Example (A) if a **Covered Person’s Salary** is \$2,000 per week then that **Covered Person’s** maximum benefit will be \$1,700 i.e. eighty-five percent (85%) of \$2,000.
- Example (B) if a **Covered Person’s Salary** is \$3,000 per week then that **Covered Person’s** maximum benefit will be \$2,000 i.e. the lesser of:
- (i) eighty-five percent (85%) of \$3,000 = \$2,550; or
 - (ii) \$2,000.
- 1.40 The **Covered Person** should, as soon as reasonably possible after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procure and follow proper medical advice from a **Doctor**, as not doing so may prejudice **Our** rights and may result in **Us** reducing the amount payable under this **Policy**;
- 1.41 **We** will not pay benefits for more than one (1) of Events 25 and/or 26 or Events 31 and/or 32 that occur for the same period of time in respect of any one (1) **Covered Person**;
- 1.42 The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:
- (a) periodic compensation benefits payable under any disability insurance, workers’ compensation or accident compensation scheme or government entitlement; and
 - (b) the amount of any sick pay received, or at the direction of the **Policyholder** any sick leave entitlement, or any disability entitlement;
- so that the total amount of any such benefit or entitlement together with any benefits payable under the **Policy** does not exceed the applicable percentage of the lesser of:
- (c) the maximum **Salary** stated in the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits, as applicable; or
 - (d) the **Covered Person’s Salary**.

For example, if:

- (i) the applicable percentage is seventy-five percent (75%);
- (ii) the maximum benefit stated in the **Schedule** is \$2,000 x one hundred and fifty-six (156) weeks against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits;
- (iii) a **Covered Person's Salary** is \$1,500;
- (iv) the **Covered Person** is entitled to benefit of (say) \$500 per week under a compensation scheme described in 1.42(a) above,

then that **Covered Person's** maximum benefit will be limited to seventy-five percent (75%) of \$1,500 = \$1,125 less \$500 = \$625 x one hundred and fifty-six (156) weeks = \$97,500. (Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this **Policy** for one hundred and fifty-six (156) weeks).

- 1.43 Where, in relation to benefits payable for Events 2, 25, 26, 31 and/or 32, **We** do not agree with the opinion given by the **Doctor** ('the initial **Doctor**'), **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** appointed by **Us**. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties and paid for by **Us**. The parties will be bound by the opinion of the third, independent **Doctor**.
- 1.44 If as a result of **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes then, for the purpose of applying the **Excess Period** only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered 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 **Excess Period** will apply.
- Where a **Bodily Injury** or **Sickness** requires surgical treatment which cannot be performed within twelve (12) months from the date of that **Bodily Injury** or **Sickness**, provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat this twelve (12) month period as a continuation of the first **Bodily Injury** or **Sickness** regardless of whether the **Covered Person** has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of **Bodily Injury** or **Sickness**.
- 1.45 Subject to the guaranteed payments referred to in Section 1 Extension 1.22 Guaranteed Payment, **We** will pay weekly benefits for Events 25, 26, 31 and 32 monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one (1) week at the rate of the average income per day worked based on the **Covered Person's Salary** for each day during which disability continues.
- 1.46 All benefits which **We** pay under Section 1 – Personal Accident & Sickness cover will be paid to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** nominates, unless otherwise specified in the **Policy**.
- 1.47 If the **Covered Person** is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 will cease from the date of such entitlement.
- 1.48 Should a benefit be payable under this Section of the **Policy** that is also payable under any other insurance policy held with **Us**, only one (1) policy can be claimed against (i.e. the policy with the greatest benefit).

Section 1: Limits

- 1.49 With respect to Section 1 Part A – Lump Sum Benefits, where the Lump Sum Benefit is **Salary** linked and the **Covered Person** is not receiving a **Salary**, the benefit amount will be fifty percent (50%) of the maximum sum insured stated in the **Schedule** for the category applicable to such **Covered Person**.
- 1.50 With respect to Section 1 Part A – Lump Sum Benefits, the benefits payable in respect of a **Dependent Child** is limited to the amount shown in the **Schedule** against Section 1, Part A – Lump Sum Benefits, Dependent Children.
- 1.51 With respect to Section 1 Part A – Lump Sum Benefits, the benefits payable in respect of a **Spouse/Partner** is limited to the amount shown in the **Schedule** against Section 1, Part A – Lump Sum Benefits, Spouse/Partner.
- 1.52 Cover under this Section is subject to this **Policy's** Aggregate Limit of Liability as per the General Provisions Applicable to the **Policy**.

Section 2: Kidnap & Ransom / Extortion Cover

Section 2: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

2.1 Kidnap & Ransom/Extortion

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**; and
 - (iii) travelling for the purposes of business,

the **Covered Person** is **Kidnapped** or allegedly **Kidnapped** or is the subject of an **Extortion**, **We** will reimburse the **Policyholder** for:

- (c) **Extortion/Ransom Monies** paid;
- (d) loss due to the destruction, disappearance, seizure or usurpation of **Extortion/Ransom Monies** while being delivered to a person demanding those monies by anyone who is authorised by the **Policyholder** or a **Covered Person** to have custody of the **Extortion/Ransom Monies** provided, however, that the **Kidnap** or **Extortion** which gave rise to the delivery is insured under this Section;
- (e) the amount paid by the **Policyholder** for **Kidnap/Extortion Related Expenses** resulting directly from a **Kidnap** or **Extortion** occurring during the **Period of Insurance** and while the person was a **Covered Person**;
- (f) the reasonable costs of retaining independent security consultants for the exclusive function of investigating the **Kidnap**, negotiating the release of the **Covered Person**, paying any ransom or recovery of the **Covered Person** provided that the **Policyholder** makes every practicable attempt to seek **Our** prior consent to the use of such consultants, as not seeking **Our** prior approval may prejudice **Our** rights and may reduce the benefits payable under this **Policy**; and
- (g) the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**) to a **Covered Person** who was the victim of a **Kidnap**, where the treatment is provided outside Australia and certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**. The maximum amount **We** will pay per visit and per **Covered Person** is shown in the **Schedule** against Section 2 Kidnap & Ransom/Extortion Cover Sub-Limits – Trauma Counselling.

The maximum **We** will pay per event is the amount shown in the **Schedule** against Section 2 – Kidnap & Ransom/Extortion Cover.

Some types of **Kidnap/Extortion Related Expenses**, and costs as described under clause 2.1(f), require the **Policyholder** or **Covered Person** to seek **Our** consent before incurring costs. Refer to the definition of **Kidnap/Extortion Related Expenses** and clause 2.1 (f) for the types of costs that require **Our** prior approval, and Condition 2.7 of this Section.

Section 2: Definitions

Extortion means any:

- (a) intimidation by a threat or series of threats to **Kidnap** or to cause death or **Bodily Injury**; or
- (b) threat to divulge confidential, private, or secret information unique to the **Policyholder** or the **Policyholder's** business.

Extortion/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.

Kidnap means the illegal abduction and holding hostage of one (1) or more **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition of release. A **Kidnap** in which more than one (1) **Covered Person** is abducted will be considered a single **Kidnap**.

Kidnap/Extortion Related Expenses mean any of the following:

- (a) reasonable payments made by the **Policyholder** to a person who provided information which led to the arrest of the individual(s) responsible for a **Kidnap** or **Extortion** insured under this Section;
- (b) reasonable and customary loan costs incurred by the **Policyholder** from a financial institution providing money to be used for payment of **Extortion/Ransom Monies**;
- (c) reasonable and customary travel and accommodation costs incurred by the **Policyholder** or a **Covered Person** as a result of a **Kidnap** or **Extortion**;
- (d) **Salary** paid by the **Policyholder** to a **Covered Person** or on behalf of a **Covered Person** who is the victim of a **Kidnap** or **Extortion** up to the earliest of the following dates:
 - (i) thirty (30) days after the release of the **Covered Person** from a **Kidnap**; or
 - (ii) discovery of the death of the **Covered Person**; or
 - (iii) one hundred and twenty (120) days after the **Policyholder** receives the last credible evidence that the **Covered Person** is still alive; or
 - (iv) sixty (60) months from the date of the **Kidnap**, if the victim has not been released.
- (e) payments made by the **Policyholder** for a temporary replacement **Employee** hired to perform the duties of a **Kidnap** victim for the duration of a **Kidnap** and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the **Kidnap**;
- (f) personal financial loss suffered by the **Covered Person(s)**;
- (g) travel costs of a **Covered Person** who is the victim of a **Kidnap** to join their immediate family upon their release and the travel costs of an **Employee** to replace the **Kidnap** victim. Travel costs will be at economy fare and will be applied once per **Covered Person** and replacement person;
- (h) reasonable and customary fees and expenses of a qualified interpreter to assist the **Policyholder** or a **Covered Person** in the event of a **Kidnap** or **Extortion**;
- (i) reasonable fees and expenses for independent medical and legal advice incurred by the **Policyholder** with **Our** consent (such consent not to be unreasonably withheld or denied); and
- (j) any other reasonable and customary expenses incurred by the **Policyholder** with **Our** prior approval (such approval not to be unreasonably withheld or denied) in resolving a **Kidnap** or **Extortion** insured hereunder.

Section 2: Extension

The following Extension applies automatically to Section 2 of this **Policy**:

2.2 Public Relations Benefit

In connection with a **Kidnap** or **Extortion** covered under this Section 2, **We** will pay the **Policyholder** the reasonable expenses incurred to engage an independent image and/or public relations consultant to help protect and/or positively promote the **Policyholder's** business and corporate image. Cover shall include the costs associated with media broadcasts.

The maximum amount **We** will pay under this Extension is \$15,000.

Section 2: Exclusions

The following Exclusions automatically apply to Section 2 of this **Policy**. Section 2 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

2.3 **We** are not liable for:

- (a) any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are **Extortion/Ransom Monies** being stored or transported for the purpose of paying an **Extortion** or **Kidnap** demand;
- (b) any loss from the **Kidnap** or **Extortion** of a **Covered Person** permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the **Kidnap** or **Extortion** occurs; or
- (c) any fraudulent or dishonest act committed by the **Policyholder**, a **Covered Person** or any person the **Policyholder** authorises to have custody of **Extortion/Ransom Monies**. However, this Exclusion shall not apply where a payment made by the **Policyholder** or a **Covered Person** has been declared illegal by local authorities.

Section 2: Conditions

The following Conditions automatically apply to Section 2 of this **Policy**. Section 2 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 2.4 Cover under this Section is per event noting that a **Kidnap** in which more than one (1) **Covered Person** is abducted will be considered a single **Kidnap**.
- 2.5 The **Policyholder** and each **Covered Person** will make a reasonable effort not to disclose the existence of this insurance.
- 2.6 Cover under this Section is subject to this **Policy's** Aggregate Limit of Liability as per the General Provisions Applicable to the Policy.
- 2.7 Some types of **Kidnap/Extortion Related Expenses** and costs as described under clause 2.1, require the **Policyholder** or **Covered Person** to seek **Our** consent before incurring costs. To the extent that it is reasonably possible, the **Policyholder** and/or the **Covered Person** should not incur **Kidnap/Extortion Related Expenses** without seeking **Our** approval as this may prejudice **Our** rights and reduce the amount payable under the **Policy**.

Section 3: Hijack & Detention

Section 3: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

3.1 Hijack & Detention

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is:

- (c) forcibly **Detained** for more than twelve (12) hours as a direct result of a **Hijack**; or
- (d) **Detained** for more than twelve (12) hours, by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 3.3 below),

We will pay the **Policyholder** the daily benefit shown in the **Schedule** against Section 3. **We** will continue to pay the **Policyholder** the daily benefit shown in the **Schedule** against Section 3, for each twenty-four (24) hour period of continued **Detention** thereafter, up to the maximum amount and number of days shown in the **Schedule** against Section 3 – Hijack & Detention.

3.2 Legal costs

In the event of a **Covered Person** incurring their own legal costs as a result of being **Detained**, **We** will reimburse the **Covered Person** for such legal costs up to the maximum amount shown in the **Schedule** against Section 3 – Hijack & Detention – Legal Costs.

Section 3: Definitions

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

Hijack means the seizing of control of a transport on which the **Covered Person** is a passenger.

Section 3: Exclusion

The following Exclusion automatically applies to Section 3 of this **Policy**. Section 3 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

- 3.3 **We** are not liable to pay a daily benefit where the **Detention** is attributable to the **Covered Person** breaking the law of any country or state.

Section 4: Medical & Additional Expenses and Cancellation & Curtailment Expenses

Section 4: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

4.1 Medical & Additional Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers a **Bodily Injury** or **Sickness**, **We** will pay or reimburse the **Policyholder**, the **Covered Person** or the **Covered Person's** estate, as applicable, for **Medical and Additional Expenses** for a period of up to twenty-four (24) months from the date of **Bodily Injury** or **Sickness**.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 4 – Medical & Additional Expenses.

An **Excess** may apply for each claim for **Medical and Additional Expenses**. That **Excess** is the **Excess** specified in the **Schedule** against Section 4 – Medical & Additional Expenses.

Some types of **Medical, Evacuation and Additional Expenses** and costs as described under this clause require that a **Covered Person** seeks **Our** consent before incurring costs. Refer to the definition of **Medical, Evacuation and Additional Expenses** for the types of costs and expenses which require **Our** prior approval. To the extent that it is reasonably possible, the **Policyholder** and/or the **Covered Person** should not incur **Medical, Evacuation and Additional Expenses** without seeking **Our** approval as this may prejudice **Our** rights and reduce the amount payable under the **Policy**.

Medical and Additional Expenses sub-limits

The maximum amount **We** will pay for the following specific **Medical and Additional Expenses** is the amount shown in the **Schedule** against Section 4 – Medical & Additional Expenses – Sub-Limits:

- (i) Dentures Expenses;
- (ii) Ongoing Medical Expenses outside of Australia; and
- (iii) Reasonable Funeral Expenses.

Section 4.1: Definitions

Medical and Additional Expenses means:

- (a) all reasonable costs necessarily incurred outside the **Covered Person's Country of Residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **Doctor** and reasonably and necessarily incurred as a direct result of the **Covered Person's Accidental Death, Bodily Injury** or **Sickness**;
- (b) all reasonable costs necessarily incurred outside the **Covered Person's Country of Residence** for emergency dental treatment to restore or replace sound natural teeth lost or damaged as result of a **Bodily Injury**, or to resolve acute, spontaneous and unexpected onset of pain in the **Covered Person's** teeth;
- (c) additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the **Covered Person's Bodily Injury** or **Sickness**;
- (d) reasonable travel and accommodation expenses of a maximum of two (2) persons who, as a result of the **Covered Person's Bodily Injury** and **Sickness**, are required to travel to or remain with the **Covered Person** on written medical advice and which is approved or organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy** (such approval not to be unreasonably withheld or delayed);

- (e) expenses related to the evacuation of the **Covered Person** to the most suitable hospital or to the **Covered Person's Country of Residence** as a direct result of their **Bodily Injury** or **Sickness**, including necessary expenses incurred for qualified medical staff to accompany the **Covered Person**, provided such evacuation is recommended by a **Doctor** and is approved or organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy** (such approval not to be unreasonably withheld or delayed);
- (f) all expenses incurred in repatriating the **Covered Person** to the most suitable hospital or to the **Covered Person's** home address provided that such repatriation is as a direct result of them suffering a **Bodily Injury** or **Sickness** and is necessary on medical advice and is approved or organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy** (such approval not to be unreasonably withheld or delayed);
- (g) expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the **Covered Person's Bodily Injury**;
- (h) where permissible by law, ongoing medical expenses incurred after a **Covered Person** has returned to their **Country of Residence** for the treatment of **Bodily Injury** or **Sickness** which was first treated whilst the **Covered Person** was on a **Journey**; and
- (i) where a **Covered Person** has died, the reasonable funeral expenses incurred:
 - (i) for the burial or cremation of the **Covered Person** at the place of death; and/or
 - (ii) in transporting the **Covered Person's** body or ashes and personal effects back to a place nominated by the legal representative of the **Covered Person's** estate, including reasonable expenses for one **Close Relative** to accompany the transportation of the **Covered Person's** body or ashes.

4.2 Cancellation & Curtailment Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** necessarily forfeits or incurs reasonable additional:

- (c) travel,
- (d) hotel, or
- (e) out-of-pocket expenses (including the use of Frequent Flyer or similar rewards points, as described in Section 6),

as a result of any of the following circumstances:

- (1) the unexpected death, **Serious Injury** or **Serious Sickness** of a **Close Relative**, **Close Colleague** or travelling companion of a **Covered Person**;
- (2) the **Covered Person's** unexpected death or a **Bodily Injury** or **Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to continue the **Journey**;
- (3) the loss or theft of the **Covered Person's** passport or travel documents during a **Journey**;
- (4) the **Covered Person's** residence or business suffers major loss or damage;
- (5) the unexpected compulsory quarantine or jury service of the **Covered Person**; or
- (6) any other unforeseen circumstances outside the control of the **Policyholder** or the **Covered Person** not otherwise excluded under the **Policy**;

We will reimburse the **Policyholder** for those expenses.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 4 – Cancellation & Curtailment Expenses. An **Excess** may apply for each claim for **Cancellation & Curtailment Expenses**. That **Excess** is the **Excess** specified in the **Schedule** against Section 4 – Cancellation & Curtailment Expenses.

Section 4: Extensions

The following Extensions automatically apply to Section 4 of this **Policy**.

4.3 Continuous Worldwide Bed Confinement

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in them being confined to bed by a **Doctor** for a period in excess of twenty-four (24) hours, **We** will pay the **Policyholder** or **Covered Person** a daily benefit for each day of bed confinement up to a maximum number of consecutive days.

The daily benefit and maximum number of consecutive days is shown in the **Schedule** against Section 4 Extensions – Continuous Worldwide Bed Confinement.

4.4 Financial Insolvency

If the **Policyholder** or the **Covered Person** necessarily incurs reasonable additional expenses due to the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other 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 that person's, company's or organisation's financial default, **We** will reimburse the **Policyholder** or the **Covered Person** for those expenses.

The maximum amount **We** will pay per **Covered Person** is the amount shown in the **Schedule** against Section 4 Extensions – Financial Insolvency.

The maximum amount **We** will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 4 Extensions Financial Insolvency.

Conditions applicable to Financial Insolvency cover:

- (1) the travel or accommodation was booked through an accredited travel agent in Australia;
- (2) if payment was made by credit card, the **Policyholder** or **Covered Person** has contacted the relevant credit card provider requesting the transaction to be reversed. Documented proof of such efforts and the outcome are required to support the **Policyholder's** or **Covered Person's** claim; and
- (3) the **Policyholder** and/or **Covered Person** must first make reasonable efforts to seek compensation from any other available source and any compensation provided will be deducted from the claim. The **Policyholder** or **Covered Person** must provide **Us** with documented proof of such efforts and the outcome.

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

- (1) losses due to the insolvency of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or other travel or tourism provider if, at the time of booking the **Journey** the provider was insolvent, or a reasonable person would have reason to expect the provider might be insolvent; or
- (2) losses recoverable from any other source with the exception of other insurance.

4.5 HIV/AIDS contracted through Bodily Injury or Accident

Notwithstanding Exclusion 4.10(d), if:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey** outside their **Country of Residence** and Australia,

the **Covered Person** is infected with the Human Immunodeficiency Virus (HIV) or any variation or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a result of a **Bodily Injury** or an **Accident**, **We** will pay or reimburse the reasonable **Medical and Additional Expenses** incurred by the **Covered Person** during the **Period of Insurance**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 4 Extensions – HIV/AIDS contracted through Bodily Injury or Accident.

Condition applicable to HIV/AIDS contracted through Bodily Injury or Accident cover:

We will only pay **Medical and Additional Expenses** under this Extension where the **Covered Person** is positively diagnosed within one hundred and eighty (180) days from the date of the event giving rise to the infection.

4.6 HIV/AIDS – Lump Sum Benefit

Notwithstanding Exclusion 4.10(d) below, if:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is infected with the Human Immunodeficiency Virus (HIV) or any variation or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a direct result of:

- (c) **Bodily Injury** caused by violent and physical assault; or
- (d) receiving medical treatment for **Bodily Injury** or **Sickness** provided by, or under the supervision of a **Doctor**,

We will, in addition to any other benefit payable (including the benefit available under Extension 4.4), pay the **Covered Person** a lump sum benefit of \$20,000.

Condition applicable to HIV/AIDS – Lump Sum Benefit cover

We will only make payment under this Extension where the **Covered Person** is positively diagnosed within one hundred and eighty (180) days from the date of the event giving rise to the infection.

4.7 Non-Medical Incidental Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in them being admitted to hospital, **We** will reimburse the **Policyholder** or **Covered Person** for any reasonably incurred non-medical incidental expenses, including but not limited to telephone, television, Wi-Fi, and newspapers.

The maximum benefit **We** will pay for each day is \$50 and the maximum benefit per hospitalisation is \$1,500.

4.8 Uninsured Persons Evacuation

If a **Covered Person** requires emergency evacuation to receive treatment for **Bodily Injury** or **Sickness**, **We** will also pay for the emergency evacuation of an uninsured person who is accompanying the **Covered Person** and who has also suffered **Bodily Injury** or **Sickness**.

The maximum amount **We** will pay per uninsured person is \$25,000, and the maximum **We** will pay per event is \$100,000.

4.9 Trauma Counselling Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers psychological trauma as a result of being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, **We** will pay for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**) provided the treatment is certified by a **Doctor** as necessary for the wellbeing of the **Covered Person**.

The maximum amount **We** will pay per visit and per **Covered Person** is shown in the **Schedule** against Section 4 Extensions – Trauma Counselling Benefit.

Section 4: Exclusions

The following Exclusions automatically apply to Section 4 of this **Policy**. Section 4 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

4.10 **We** will not pay any expenses:

- (a) incurred where a **Journey** is undertaken against the advice of the **Covered Person's** treating **Doctor** who has certified that the **Covered Person** is unfit to travel, or if the sole purpose of the **Journey** is to enable the **Covered Person** to seek medical attention for a **Pre-Existing Condition**;
- (b) incurred after the period of twenty-four (24) months from the date the **Covered Person** suffers a **Bodily Injury** or **Sickness**;
- (c) incurred for any medication or ongoing treatment for a **Pre-Existing Condition** and which medication or treatment the **Covered Person** has been advised to continue during travel;
- (d) incurred for routine medical, optical or dental treatment or consultation;
- (e) arising directly or indirectly out of:
 - (i) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the **Journey** was booked that such events were likely to occur;
 - (ii) civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to the commencement of the **Journey**;
 - (iii) carrier caused delays or cancellations where the expenses are recoverable from the carrier;
 - (iv) any business or financial or contractual obligations of the **Policyholder**, the **Covered Person** or any other person on whom the travel depends;
 - (v) any change of plans (with the exception of those outside the control of the **Covered Person**) where such change of plans are a result of a disinclination on the part of the **Covered Person** or of any other person to travel; or
 - (vi) the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour;
- (f) where a financial loss has not occurred; such as a **Covered Person's** loss of enjoyment as a result of, but not limited to, adverse weather conditions or a planned itinerary being amended.

Section 5: Emergency Assistance

Section 5: Extent of Cover

The **Emergency Assistance Provider** and contact details are shown in the **Schedule** against Section 5 – Emergency Assistance. Subject to the other terms, conditions and exclusions of the **Policy**:

- 5.1 If:
- (a) during the **Period of Insurance**; and
 - (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** requires emergency assistance, the **Covered Person** should contact the **Emergency Assistance Provider** as soon as reasonably possible. The **Emergency Assistance Provider** will then provide the **Covered Person** with such emergency assistance as is reasonable and necessary.

Emergency assistance may include any one (1) or more of the following services, where they are reasonable and necessary and organised by the **Emergency Assistance Provider**:

- (1) repatriation, which will be organised by the **Emergency Assistance Provider** using the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the **Covered Person's** home address;
- (2) payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany a **Covered Person**;
- (3) payment of other emergency assistance expenses;
- (4) worldwide twenty-four (24) hour telephone access to the **Emergency Assistance Provider's** network;
- (5) emergency travel assistance;
- (6) emergency medical evacuation;
- (7) medically supervised repatriation;
- (8) assistance in replacing a lost or stolen passport;
- (9) legal assistance;
- (10) interpreter access and referral;
- (11) compassionate visit if travelling alone and hospitalised for more than one (1) week;
- (12) assistance in tracing delayed or lost luggage; and
- (13) payment of approved medical services by claims process or redirection of hospital accounts to **Us**.

Section 5: Conditions

The following Conditions automatically apply to Section 5 of this **Policy**. Section 5 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 5.2 The **Policyholder** or **Covered Person** should make every practicable effort to inform the **Emergency Assistance Provider** of any potential claim under this Section, and to follow their instructions or directions, unless the **Policyholder** or **Covered Person**, for reasons beyond their control, could not contact the **Emergency Assistance Provider** and had no alternative but to make their own arrangements, and such arrangements made were medically appropriate and necessary in view of the **Covered Person's Serious Injury or Serious Sickness** at the time.
- 5.3 To the extent that it is reasonably possible, the **Policyholder** and/or the **Covered Person** must not attempt to resolve problems encountered without advising the **Emergency Assistance Provider** as this may prejudice **Our** rights and reduce the amount payable under this Section.
- 5.4 If assistance is provided in good faith and with the **Policyholder's** consent, to any person not insured under the **Policy**, then the **Policyholder** must reimburse **Us** for all costs incurred.

Section 6: Loss of Deposits

Section 6: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

6.1 Loss of Deposits

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is a **Covered Person**,

the **Policyholder** or the **Covered Person** incurs loss of **Travel and Accommodation Expenses** paid in advance of a proposed **Journey** following the necessary alteration or cancellation of a **Journey** due to an **Unforeseen Circumstance**, **We** will reimburse the **Policyholder** or **Covered Person** for the lesser of:

- (c) the non-refundable, unused portion of any forfeited **Travel and Accommodation Expenses**, including travel agents' cancellation fees; or
- (d) any necessarily incurred additional costs to make alterations to the original **Journey** arrangements to travel at another time.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 6 – Loss of Deposits. An **Excess** may apply for each claim. That **Excess** is the **Excess** specified in the **Schedule** against Section 6 – Loss of Deposits.

6.2 Financial Insolvency

If the **Policyholder** or the **Covered Person** incurs 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 airline, other 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 that person's, company's or organisation's financial default, **We** will reimburse the **Policyholder** or the **Covered Person** for those expenses, up to the amount shown in the **Schedule** against Section 4 Extensions – Financial Insolvency. This cover is subject to the same Provisions and Exclusions applicable to Section 4 Extensions – Financial Insolvency.

An **Excess** may apply for each claim for Loss of Deposits. That **Excess** is the **Excess** specified in the **Schedule** against Section 6 – Loss of Deposits.

Section 6: Definitions

Travel and Accommodation Expenses means any amount that the **Policyholder** or the **Covered Person** has paid or is liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither the **Policyholder** nor the **Covered Person** is able to use as a result of any **Unforeseen Circumstance**.

Unforeseen Circumstance means:

- (a) the **Covered Person's** unexpected death or a **Bodily Injury** or a **Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to commence or continue the **Journey**;
- (b) the unexpected death, or **Serious Injury** or **Serious Sickness** of a **Close Relative**, travelling companion, or **Close Colleague** of the **Covered Person**;
- (c) loss or theft of the **Covered Person's** passport or travel documents during a **Journey**;
- (d) the **Covered Person's** residence or business suffers major loss or damage;
- (e) the unexpected compulsory quarantine or jury service of the **Covered Person**; or
- (f) any other unforeseen circumstance outside the control of the **Policyholder** or the **Covered Person** not otherwise excluded under the **Policy**.

Section 6: Extensions

The following Extensions automatically apply to Section 6 of this **Policy**:

6.3 Corporate Events

Subject to the terms, conditions and exclusions of the **Policy**, coverage under this Section 6 is extended to include persons (who are not **Covered Persons**) who are invited to travel as guests of the **Policyholder**, who are not otherwise deemed to be a **Covered Person** of the **Policyholder** to events organised or hosted by the **Policyholder**.

The maximum amounts **We** will pay per person is \$10,000, and the maximum **We** will pay per event is \$100,000.

Exclusion applicable to Corporate Events Extension

No cover is provided under this Extension for losses or expenses that can be recovered from any other source (including other insurance) within a reasonable timeframe and after reasonable efforts have been made to seek recovery.

6.4 Frequent Flyer Points

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is a **Covered Person**,
the **Policyholder** or **Covered Person** purchases an airline ticket and/or other **Travel and Accommodation Expenses** using frequent flyer or similar reward points, and the airline ticket or other **Travel and Accommodation Expenses**:
 - (c) is subsequently cancelled, curtailed or altered as a result of an **Unforeseen Circumstance** outside the control of the **Policyholder** or **Covered Person**; and
 - (d) the loss of such points cannot be recovered from the issuer of the points within a reasonable timeframe, after reasonable efforts have been made to seek recovery,

We will reimburse the **Policyholder** or **Covered Person** for the retail price of that ticket or other expense. The maximum amount **We** will pay is \$10,000.

6.5 Pet Boarding Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person's Journey** is unexpectedly extended due to **Unforeseen Circumstances** outside the control of the **Covered Person**, which results in their **Journey** being delayed by more than twenty-four (24) hours, **We** will reimburse the **Covered Person** for necessary and reasonable expenses incurred for additional pet boarding due to the late return.

The maximum amount **We** will pay is \$2,500.

Section 6: Exclusions

The following Exclusions automatically apply to Section 6 of this **Policy**. Section 6 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

6.6 **We** will not pay any expenses:

- (a) attributable to cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been a published warning that such events were likely to occur prior to the date the **Journey** was booked;
- (b) attributable to civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to the commencement of the **Journey**;
- (c) attributable to carrier caused delays or cancellations where the expenses are recoverable from the carrier;
- (d) attributable to any business, financial or contractual arrangements or obligations of the **Policyholder**, or a **Covered Person** or any other person on whom the travel depends;
- (e) attributable to any change of plans (with the exception of those outside the control of the **Covered Person**) where such change of plans are a result of a disinclination on the part of a **Covered Person** or of any other person to travel;
- (f) attributable to the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour; or
- (g) where a financial loss has not occurred; such as a **Covered Person's** loss of enjoyment as a result of, but not limited to, adverse weather conditions or a planned itinerary being amended.

Section 7: Baggage, Electronic Equipment & Money

Section 7: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

7.1 Baggage and Business Property

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains **Loss** of, theft of or damage to their **Baggage** and/or **Business Property**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such **Loss**, theft or damage up to the corresponding sum insured shown in the **Schedule** against Section 7 – Baggage/Business Property.

An **Excess** may apply for each claim for the **Loss** of, theft of or damage to **Baggage** and/or **Business Property**. That **Excess** is the **Excess** specified in the **Schedule** against Section 7 – Baggage/Business Property.

Section 7.1 Baggage and Business Property – Limit any one (1) item

The maximum amount **We** will pay for any one (1), any set or any pair of **Baggage** and/or **Business Property** items is the amount shown in the **Schedule** against Section 7 – Baggage/Business Property – Limit any one (1) item.

Section 7.1: Exclusions applying to Baggage and Business Property

The following Exclusions automatically apply to Section 7.1 of this **Policy**. Section 7.1 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

We are not liable for any **Loss**, theft, damage or expenses:

- (1) in respect of **Baggage** and **Business Property**:
 - (a) due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
 - (b) shipped under any freight agreement or sent by postal or courier services (with the exception of the coverage provided under Section 7 Extension 7.11 Repatriation of Belongings);
 - (c) belonging to vehicles or their accessories (except keys);
 - (d) recoverable from any other source (with the exception of other insurance); or
 - (e) caused by:
 - (i) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - (ii) mechanical or electrical failure;
 - (iii) any process of cleaning, restoring, repairing or alteration; or
 - (iv) scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or **Covered Person**;
- (2) in respect of jewellery:
 - (a) any jewellery that is left unattended, unless:
 - (i) securely locked inside a building or securely locked out of sight inside a motor vehicle; or
 - (ii) the **Covered Person** had no option other than to leave the jewellery unattended due to an emergency medical, security or evacuation situation;
 - (b) any jewellery that is carried in or on a **Conveyance** unless:
 - (i) worn by the **Covered Person** or accompanying the **Covered Person** as cabin baggage; or
 - (ii) the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage. Where the **Covered Person** is so prohibited, the jewellery must be reasonably and adequately packaged and protected from theft or damage.

7.2 Deprivation of Baggage

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person's Baggage** is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, **We** will reimburse any reasonable expenses incurred by a **Covered Person** in purchasing essential replacement clothing and toiletries up to the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.

Section 7.2 Extension applying to Deprivation of Baggage

If after a further seventy-two (72) hours the **Covered Person's Baggage** remains delayed, misdirected or temporarily mislaid, and the **Covered Person** has at least one (1) week of their **Journey** remaining, **We** will reimburse any further reasonable expenses incurred by a **Covered Person** in purchasing essential replacement clothing and toiletries up to fifty percent (50%) of the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.

Section 7.2 Conditions applying to Deprivation of Baggage

- (1) The maximum that **We** will reimburse under this benefit is one hundred and fifty percent (150%) of the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.
- (2) In the event that any amount is reimbursed under this Deprivation of Baggage cover for a replacement item, that amount will be deducted from claims accepted against **Baggage/Business Property, Electronic Equipment** and **Money** and/or **Travel Documents** for the corresponding item which was replaced.

7.3 Electronic Equipment

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains **Loss** of, theft of or damage to their **Electronic Equipment**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such **Loss**, theft or damage up to the corresponding amount shown in the **Schedule** against Section 7 – Electronic Equipment.

An **Excess** may apply for each claim for the **Loss** of, theft of or damage to **Electronic Equipment**. That **Excess** is the **Excess** specified in the **Schedule** against Section 7 – Electronic Equipment.

Section 7.3 Exclusions applying to Electronic Equipment

The following Exclusions automatically apply to Section 7.3 of this **Policy**. Section 7.3 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

We are not liable for any theft, **Loss** or damage and will not pay any expenses in respect of **Electronic Equipment**:

- (1) due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
- (2) shipped under any freight agreement or sent by postal or courier services (with the exception of the coverage provided under Section 7 Extension 7.11 Repatriation of Belongings);
- (3) where theft or attempted theft occurs while such **Electronic Equipment** is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle, unless the **Covered Person** has no option other than to leave the **Electronic Equipment** unattended due to an emergency medical, security or evacuation situation;
- (4) where **Electronic Equipment** is carried in or on a **Conveyance** unless:
 - (a) carried by the **Covered Person** or accompanying the **Covered Person** as cabin baggage; or
 - (b) the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be checked in as baggage or placed in the hold, prohibiting the **Covered Person** from carrying the item(s) as cabin baggage. Where the **Covered Person** is so prohibited, the **Electronic Equipment** must be reasonably and adequately

- packaged and protected from theft or damage;
- (5) in respect of any electronic data or software caused by:
 - (a) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - (b) mechanical or electrical failure;
 - (c) any process of cleaning, restoring, repairing or alteration; or
 - (d) scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or **Covered Person**; or
- (6) recoverable from any other source (with the exception of other insurance).

7.4 Fraudulent use of Money/Travel Documents

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a loss arising from the unauthorised or fraudulent use of **Money** and/or **Travel Documents**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such loss.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 – Fraudulent use of Money/Travel Documents.

7.5 Money/Travel Documents

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains **Loss** of, theft of or damage to their **Money** and/or **Travel Documents**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such **Loss**, theft or damage.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 – Money/Travel Documents.

An **Excess** may apply for each claim for the **Loss** of, theft of or damage to **Money** and/or **Travel Documents**. That **Excess** is the **Excess** specified in the **Schedule** against Section 7 – Money/Travel Documents.

Section 7.5 Exclusions applying to Money/Travel Documents

The following Exclusions automatically apply to Section 7.5 of this **Policy**. Section 7.5 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

We are not liable for any theft, **Loss** or damage and will not pay any expenses in respect of **Money** and **Travel Documents**:

- (1) due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
- (2) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
- (3) in excess of the amount of coins and bank notes allowed by any applicable currency regulations at the time of the commencement of the **Journey**;
- (4) where **Money** and/or **Travel Documents** are carried in or on a **Conveyance**, unless accompanying the **Covered Person** as personal cabin baggage, or unless the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be checked in as baggage or placed in the hold, prohibiting the **Covered Person** from carrying such item(s) as cabin baggage; or
- (5) where **Money** and/or **Travel Documents** are left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the **Covered Person** has no option other than to leave the **Money** and/or **Travel Documents** unattended due to an emergency medical, security or evacuation situation); or
- (6) recoverable from any other source.

Section 7: Definitions

Baggage means personal property (excluding **Business Property**, **Electronic Equipment**, **Money** or **Travel Documents**) belonging to the **Policyholder** or a **Covered Person** or for which a **Covered Person** is legally responsible, taken on the **Journey** or acquired during the **Journey**. **Baggage** does not include:

- (a) household furniture or effects unless acquired during the **Journey**; or
- (b) motor vehicles.

Business Property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

Conveyance means:

- (a) any bus, coach, taxi, tram, monorail, train, helicopter, ferry, hovercraft, hydrofoil, ship or other waterborne vessel or craft provided and operated by a carrier duly licensed for the regular transportation of fare-paying passengers; and
- (b) any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare-paying passengers.

Documents means papers or other items containing references to the **Covered Person's** identity including, but not limited to passport, drivers' licence, automatic teller machine cards, credit cards, share certificates, birth certificate, bank account details, building society account details, insurance policy documents, utilities account details or membership numbers of professional bodies.

Electronic Equipment means any computers (including laptops, notebooks, tablets and palm pilots), digital cameras and cameras, mobile phones, global positioning devices, personal music/recording/gaming devices and other items of a similar nature which are intended for either business or personal use.

Identity Theft means the theft of personal data or **Documents** relating to **Covered Person's** identity while the **Covered Person** is on a **Journey**, and which results in fraudulent, unauthorised, dishonest, or unlawful use of the **Covered Person's** personal details.

Loss means items which cannot be found or their whereabouts are known but they are unrecoverable due to circumstances outside the control of the **Policyholder** or **Covered Person**.

Money means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons.

Travel Documents means passports, travel tickets, visas, entry permits and other similar documents.

Section 7: Extensions

The following Extensions automatically apply to Section 7 of this **Policy**:

7.6 Identity Theft

If:

- (a) during the **Period of Insurance**; and
- (b) while the person was:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is the victim of **Identity Theft**, **We** will indemnify the **Covered Person** for reasonable expenses incurred with **Our** prior consent (such consent not to be unreasonably withheld or delayed) to:

- (c) resolve any dispute arising as a result of **Identity Theft**;
- (d) pursue closure of any disputed areas, accounts or credit facilities;
- (e) re-submit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**;
- (f) contest the completeness or accuracy of any information contained in the **Covered Person's** credit history or credit reports, including the reasonable cost of obtaining three (3) credit reports from an entity approved by the Australian Securities and Investments Commission (ASIC);
- (g) notarise affidavits or other similar documents, and amend or rectify records in regard to the **Covered Person's** true name or identity which have been altered as the result of **Identity Theft**, including any costs incurred for certified mail and long distance telephone called in efforts to do so;

- (h) defend any legal action brought against the **Covered Person** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of **Identity Theft**;
- (i) remove any civil judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**; or
- (j) obtain legal copies of documents related to the **Covered Person's Identity Theft**, including any costs incurred for certified mail and long-distance telephone calls in efforts to report the **Identity Theft**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 Extensions – Identity Theft.

The **Policyholder** and/or any **Covered Person** should seek **Our** consent before incurring expenses under this Extension. Incurring expenses under this Extension without contacting **Us** may prejudice **Our** rights and reduce the amount of expenses reimbursable under this **Policy**.

Section 7.6 Exclusions applying to Identity Theft

We are not liable for any **Loss** or damage and will not pay any expenses in respect of **Identity Theft** for:

- (1) any item which has been purchased by fraudulent use of the **Covered Person's** identity;
- (2) any loss arising from any business pursuits or the theft of a commercial identity;
- (3) authorised charges that the **Covered Person** has disputed based on the quality of goods or services;
- (4) theft of the **Covered Person's** identity by a family member who lives with the **Covered Person** at the **Covered Person's** home address.

7.7 Identity Theft – Lost Earnings

If:

- (a) during the **Period of Insurance**; and
- (b) while the person was:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is the victim of **Identity Theft**, **We** will pay the **Policyholder** or **Covered Person** for **Salary** lost as a result of reasonable time off work to:

- (c) seek legal advice;
- (d) complete fraud affidavits;
- (e) meet with law enforcement agencies or other relevant authorities;
- (f) meet with credit agencies or merchants; or
- (g) attend to any other tasks necessary to correct financial and legal records,

provided that **We** have given **Our** prior consent (such consent not to be unreasonably withheld or denied). Incurring expenses under this Extension without contacting **Us** may prejudice **Our** rights and reduce the amount payable under this **Policy**.

The maximum amount **We** will pay is \$250 per day, to a maximum of \$10,000.

7.8 Data Recovery Benefit

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** suffers damage to their laptop or computer hard drive, any external drive (including but not limited to flash drive, SD card, or similar), **We** will reimburse the **Covered Person** for expenses incurred to recover the data on the damaged drive. Provided that data recovery:

- (c) must be carried out by an information technology professional; and
- (d) cannot be carried out by a **Close Relative** or person permanently living with the **Covered Person**.

The maximum amount **We** will pay is \$20,000.

7.9 Home Burglary Excess

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person's** normal place of residence is burgled, **We** will reimburse the **Covered Person** for the excess amount they are liable to pay under their home and contents insurance policy, up to a maximum of \$2,000.

7.10 Keys & Locks

If:

- (a) during the **Period of Insurance**; and
- (b) while the person was:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** loses their identification and keys at the same time, **We** will reimburse the **Covered Person** for the costs incurred for the replacement of keys and locks to their home and/or motor vehicle.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 Extensions – Keys & Locks.

7.11 Repatriation of Belongings

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person**:

- (c) sustains a **Bodily Injury** or **Sickness** for which they are hospitalised for a period of more than twenty-four (24) hours; or
- (d) is evacuated and repatriated,

and as a result is separated from their belongings, **We** will reimburse any expenses reasonably incurred in returning the **Covered Person's Baggage, Business Property, Electronic Equipment, Money** and/or **Travel Documents** to them, either at their normal place of work or normal place of residence.

The maximum amount **We** will pay is \$1,000.

7.12 Time Extensions

Notwithstanding the Extent of Cover clause, in respect of:

- (a) **Money** held for the purpose of a **Journey**, cover commences at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the **Journey**, whichever is the later, and continues for a period of seventy-two (72) hours after termination of the **Journey** or until deposit at a financial institution, whichever occurs first.
- (b) **Business Property** and **Electronic Equipment** used as business equipment and taken on a **Journey**, cover commences at the time of collection from the **Covered Person's** normal place of work or seventy-two (72) hours prior to commencement of the **Journey**, whichever is the later, and continues until such **Business Property** and **Electronic Equipment** is either returned to the **Covered Person's** normal place of work, or for a period of seventy-two (72) hours after termination of the **Journey**, whichever occurs first.

Section 7: Basis of Settlement

- 7.13 In respect of **Baggage, Business Property** or **Electronic Equipment** that is less than three (3) years old **We** will, where it is reasonably practicable to do so:
- (a) repair the item to the condition it was in when new; or
 - (b) where the cost of repair would exceed the cost of replacement, replace the item with the nearest new equivalent; or
 - (c) where repair or replacement is not reasonably practicable, or where the **Covered Person** requests a cash settlement, pay the cost of such replacement or repair.
- 7.14 In respect of all other property **We** will, where it is reasonably practicable to do so:
- (a) repair it to the condition it was in immediately prior to the **Loss**, theft or damage; or
 - (b) where the cost of repair would exceed the cost of replacement, replace it with property of similar age and condition; or
 - (c) where repair or replacement is not reasonably practicable, or where the **Covered Person** requests a cash settlement, pay the indemnity value of the property, as at the time of the **Loss**, theft or damage.
- 7.15 In each of 7.13 and 7.14 above, the maximum amount payable will be the Sum Insured stated in the **Schedule** in respect of **Baggage, Business Property** or **Electronic Equipment** as applicable.

Section 7: Conditions

The following Conditions automatically apply to Section 7 of this **Policy**. Section 7 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 7.16 The **Covered Person** should, to the best of their ability, take reasonable precautions for the safety and supervision of **Baggage** and/or **Business Property, Electronic Equipment** or **Money** and/or **Travel Documents**.
- 7.17 The **Covered Person** should make every practicable effort to report any **Loss**, theft, damage, or deprivation of **Baggage, Business Property, Electronic Equipment, Money** and/or **Travel Documents** to the police, transport carrier, service provider or issuing authority (as appropriate) as soon as reasonably possible following discovery of the **Loss**, theft, damage or deprivation. Any written report or incident number issued by the police, a service provider or a transport carrier should be provided to **Us** at the time of making a claim.
- 7.18 If **We** pay under this Section in respect of any property, **We** are entitled to take and keep possession of such property and to deal with it in a manner that is reasonable in the circumstances.

Section 8: Alternative Employee and Resumption of Assignment Expenses

Section 8: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

- 8.1 If, during the **Period of Insurance**, the **Policyholder** incurs **Alternative Employee Expenses** or **Resumption of Assignment Expenses** as a result of:
- (a) a **Covered Person** dying or suffering **Bodily Injury** or **Sickness** while on a **Journey** and the **Bodily Injury** or **Sickness**:
 - (i) entirely prevents that **Covered Person** from carrying out their usual occupation; and
 - (ii) is likely to last the lesser of the duration of the **Journey** or seven (7) days; or
 - (b) a claim being admitted and accepted for the cancellation or curtailment of a **Covered Person's Journey** under Section 4 of the **Policy**,

We will reimburse the **Policyholder** for such expenses up to the sum insured shown in the **Schedule** against Section 8 – Alternative Employee/Resumption of Assignment Expenses.

Section 8: Definitions

Alternative Employee Expenses means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the **Covered Person**.

Resumption of Assignment Expenses means all reasonable and necessary expenses incurred in returning the **Covered Person** to re-commence an assignment within ninety (90) days of returning to their **Country of Residence** on written approval of **Our** medical advisor and the **Covered Person's Doctor**. If **Our** medical advisor forms an opinion that is contrary to the **Covered Person's Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties.

Section 8: Exclusions

The following Exclusions automatically apply to Section 8 of this **Policy**. Section 8 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

- 8.2 **We** will not pay any expenses:
- (a) where the **Covered Person** undertakes a **Journey** against the advice of a **Doctor**; or
 - (b) which the **Policyholder** or the **Covered Person** had paid or budgeted for before the commencement of a **Journey**.

Section 8: Condition

The following Condition automatically applies to Section 8 of this **Policy**. Section 8 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 8.3 Expenses shall be limited to a business class return air flight (or lower class if that was the class of ticket used by **Covered Person** on the original **Journey**) and other essential expenses incurred in the transportation of the substitute person to complete the assignment or the initial **Covered Person** resuming their assignment.
- 8.4 The **Policyholder** and/or any **Covered Person** should seek **Our** consent before incurring expenses under this Section. Incurring expenses under this Section without contacting **Us** may prejudice **Our** rights and reduce the amount of expenses reimbursable under this **Policy**.

Section 9: Personal Liability

Section 9: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

9.1 If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** becomes legally liable to pay damages in respect of either **Bodily Injury** to any person or loss of or damage to property caused by an **Accident**, **We** will indemnify the **Covered Person** against such damages up to the sum insured shown in the **Schedule** against Section 9 – Personal Liability.

Section 9: Extensions

The following Extensions automatically apply to Section 9 of this **Policy**:

9.2 Additional Payments

In connection with an event that has resulted in a valid claim under this Section, **We** will pay, in addition to the amount shown in the **Schedule** against Section 9 – Personal Liability:

- (a) legal costs and expenses which are recoverable from the **Covered Person** by a claimant; and
- (b) reasonable legal costs and expenses incurred, with **Our** prior consent (such consent not to be unreasonably withheld or denied), in the investigation, settlement, defence, or appeal of any claim.

Provided that in respect of occurrences happening in, or claims or legal proceedings brought or originating in, the United States of America or Canada, or any other territory within the jurisdiction of either such territory, legal costs and expenses shall be included in the amount shown in the **Schedule** against Section 9 – Personal Liability, and the payment of legal costs and expenses will erode the limit.

9.3 Court Attendance

In connection with an event that has resulted in a valid claim under this Section, if the **Covered Person** is required to attend court, **We** will pay a daily benefit for each day the **Covered Person** attends court.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 9 – Extensions – Court Attendance.

Section 9: Exclusions

The following Exclusions automatically apply to Section 9 of this **Policy**. Section 9 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

9.4 **We** are not liable in respect of:

- (a) injury to any person:
 - (i) arising in the course of their employment, contract of service or apprenticeship with the **Policyholder**; or
 - (ii) who is a **Close Relative** of the **Covered Person**;
- (b) loss of or damage to property belonging to or in the custody of a **Covered Person**, other than temporary accommodation occupied by the **Policyholder** or **Covered Person** in the course of a **Journey**;
- (c) injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when a **Covered Person** is the owner, driver or pilot thereof or has it in their care, custody or control;

- (d) injury, loss or damage to property caused by or arising from:
 - (i) the nature of products sold by the **Policyholder** or a **Covered Person**;
 - (ii) advice furnished by the **Policyholder** or by a **Covered Person**;
 - (iii) the conduct of the **Policyholder's** business, trade or profession;
- (e) liability assumed under contract unless such liability would have arisen in the absence of such contract; or
- (f) aggravated, exemplary or punitive damages or the payment of any fine or penalty.

Section 9: Conditions

The following Conditions automatically apply to Section 9 of this **Policy**. Section 9 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

9.5 The **Policyholder** and/or any **Covered Person** should seek **Our** consent before:

- (a) incurring expenses under this Section; or
- (b) conveying any admission, offer, promise, payment or indemnity to any other party.

Incurring expenses under this Section without contacting **Us** may prejudice **Our** rights and reduce the amount of expenses reimbursable under this **Policy**.

9.6 **We** are entitled to take over and conduct in the **Covered Person's** name, the defence or settlement of any claim that is wholly or partially covered under this Section. **We** will handle any proceedings covered under this Section in a reasonable manner, and in co-operation with both the **Policyholder** and the **Covered Person** who is the subject of the claim.

9.7 **We** may at any time pay to the **Covered Person**, in connection with any claim or series of claims arising from the one original cause, the amount shown in the **Schedule** against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, **We** will have no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 10: Rental Vehicle Excess Waiver

Section 10: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

10.1 Use of Rental Vehicle

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** rents or hires a **Rental Vehicle** and:

- (c) that **Rental Vehicle** is involved in a collision whilst in the care of the **Covered Person**; or
- (d) the **Rental Vehicle** is stolen or damaged,

We will reimburse the **Policyholder** or the **Covered Person** for the **Rental Vehicle Excess** chosen up to the sum insured shown in the **Schedule** against Section 10 – Rental Vehicle Excess Waiver.

Section 10: Definitions

Rental Vehicle means a rented sedan, station wagon, hatchback, motorcycle or four-wheel drive (4WD) and other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying a **Covered Person** on public roadways and does not include any other vehicle or use.

Rental Vehicle Excess means the amount the **Policyholder** or **Covered Person** is 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.

Section 10: Extensions

The following Extensions automatically apply to Section 10 of this **Policy**:

10.2 Administrative Expenses

In connection with a claim under Extent of Cover 10.1 Use of Rental Vehicle, **We** will reimburse the **Covered Person** for any administrative expenses applied by a licensed **Rental Vehicle** company, up to a maximum of \$1,000.

10.3 Rental Vehicle Collection and Return

Cover under Extent of Cover 10.1 Use of Rental Vehicle is extended for a period of up to twenty-four (24) hours prior to the commencement of the **Journey**, until twenty-four (24) hours after conclusion of a **Journey**. Cover shall commence when the **Rental Vehicle** is in the control of the **Policyholder** or **Covered Person** and shall conclude when it is returned to the **Rental Vehicle** company.

10.4 Towing Expenses

If:

- (a) the **Covered Person's Rental Vehicle** or personal motor vehicle is involved in a collision or is damaged and rendered unable to be driven; or
- (b) the **Covered Person** is deemed by a **Doctor** or dentist to be unfit to drive as a result of **Bodily Injury** or **Sickness** suffered on a **Journey**,

We will reimburse the **Policyholder** or **Covered Person** for towing fees not otherwise covered under the **Rental Vehicle** agreement, the **Covered Person's** comprehensive motor vehicle insurance policy, or a roadside assistance program.

The maximum amount **We** will pay is \$1,000.

10.5 Use of Personal Motor Vehicle for business purposes – Excess and/or no claim reimbursement

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** uses their personal motor vehicle for business purposes and is involved in a collision while they are in control of the vehicle, **We** will:

- (c) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the **Covered 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
- (d) reimburse any substantial cumulative loss of any no claim bonus not otherwise recoverable which may occur resulting from accidental damage to the **Covered Person's** vehicle.

The maximum amount **We** will pay in respect to any one (1) collision is the amount shown in the **Schedule** against Section 10 Extensions – Excess and/or no claim reimbursement.

10.6 Use of Personal Motor Vehicle for business purposes – Motor Vehicle Hire

If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** uses their personal motor vehicle for business purposes and is involved in a collision while they are in control of the vehicle, **We** will pay a weekly benefit as shown in the **Schedule** against Section 10 Extensions – Motor Vehicle Hire, to the **Covered Person** for the cost of hiring a similar motor vehicle in the event that they have lost total use of the damaged vehicle as a result of a collision.

The maximum amount **We** will pay in respect to any one (1) collision is the amount shown in the **Schedule** against Section 10 Additional Cover – Motor vehicle hire.

This benefit is in addition to any claims made under Section 10 Extensions – Excess and/or no claim reimbursement.

Section 10: Exclusions

The following Exclusions automatically apply to Section 10 of this **Policy**. Section 10 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

10.7 **We** will not be liable for any claims arising from:

- (a) any use of the **Rental Vehicle** by the **Policyholder**, a **Covered Person**, or any other person operating the vehicle with the **Policyholder's** or **Covered Person's** approval, that is in violation of the terms of the rental agreement;
- (b) any use of the **Covered Person's** personal motor vehicle by the **Policyholder**, a **Covered Person**, or any other person operating the vehicle with the **Policyholder's** or **Covered Person's** approval, that is in violation of the comprehensive motor vehicle insurance policy;
- (c) the **Covered Person** being in control of a **Rental Vehicle** or their personal motor vehicle while under the influence of:
 - (i) an illegal or prescription drug (unless it was prescribed by a **Doctor** and taken in accordance with the **Doctor's** advice); or
 - (ii) any non-prescription medication that was not taken in accordance with the recommendations of the manufacturer; or
 - (iii) alcohol, where the **Covered Person** records a blood alcohol concentration (BAC) in excess of the prescribed local legal limit at the time of the incident;
- (d) the illegal or criminal use of a **Rental Vehicle** or the **Covered Person's** personal motor vehicle by the **Policyholder** or a **Covered Person**, where the **Policyholder** or **Covered Person** knew such use was illegal;
- (e) the use of the **Rental Vehicle** or **Covered Person's** personal motor vehicle by a **Covered Person** where the **Covered Person** knew they did not hold a valid license for the country the motor vehicle is being operated in; or
- (f) any **Rental Vehicle** that is not insured under the insurance offered by the rental organisation, or any personal motor vehicle that is not comprehensively insured.

Section 10: Conditions

The following Conditions automatically apply to Section 10 of this **Policy**. Section 10 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 10.8 As part of the arrangement for the rent or hire of the **Rental Vehicle**, the **Covered Person** must affect all motor vehicle insurance against loss or damage to the **Rental Vehicle** during the rental period which is offered by the rental organisation. Provided that such insurance has been affected, there is no additional requirement under the **Policy** to purchase excess buy back.
- 10.9 In the event of a claim regarding a **Covered Person's** personal motor vehicle, the **Covered Person** must supply **Us** with the following information, to the extent that the information is available to the **Covered Person**:
- (a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the **Covered Person's** personal motor vehicle;
 - (b) evidence from the **Covered Person's** motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited; and
 - (c) a copy of the last personal motor vehicle insurance renewal notice applicable to the **Covered Person**; and
 - (d) details of the total cost of the repairs.

Section 11: Extra Territorial Workers' Compensation

Section 11: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**.

11.1 If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains an **Accidental Death** or suffers a **Bodily Injury** or **Sickness**, **We** will indemnify the **Policyholder** for compensation benefits consequently payable under any workers' compensation or employer's liability legislation which provides:

- (c) benefits to injured workers or their dependents for **Accidental Death**, **Bodily Injury** or **Sickness** arising out of or in the course of their employment; or
- (d) damages consequently payable at common law, subject to the Limits of Liability set out below.

This Section applies only:

- (c) with respect to **Covered Persons** who are employed by the **Policyholder** or who are deemed by any applicable workers' compensation or employer's liability 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 within Australia;
- (d) if the **Policyholder** maintained in force during the currency of the **Policy**, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of **Employees** (excluding consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf) by the **Policyholder** or the **Policyholder** is licensed under such laws as a self-insurer; and
- (e) while a **Covered Person** is working on a temporary basis for no more than six (6) months outside the state or territory in which the **Covered Person's** usual place of employment or employment base is located.

Section 11: Limit of Liability Condition

11.2 The indemnity provided under this Section is limited as follows:

- (a) in the case of a claim for compensation benefits, the difference between the benefits payable by the **Policyholder** and the amount which the **Covered Person** or their dependents received from a claim made under any workers' compensation insurance which the **Policyholder** was required to effect as described above but not to exceed the amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation;
- (b) in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the **Policyholder** and the amount of indemnity to which the **Policyholder** is entitled under any workers' compensation insurance which the **Policyholder** was required to effect as described above, but not to exceed the amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation;
- (c) the limits of liability are amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation and apply as follows:
 - (i) **Weekly Benefits per Covered Person**: is the limit of weekly compensation for each **Covered Person**;
 - (ii) **Damages, Costs and Expenses any one (1) accident**: is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more **Covered Persons**; and
 - (iii) **Aggregate Limit of Liability**: is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one (1) **Period of Insurance**, whether involving one (1) or more **Covered Persons**.
- (d) any benefits otherwise payable under Sections 1 and 4 of the **Policy** with respect to a **Covered Person** will be reduced by the amount of any benefit payable under this Section with respect to that **Covered Person**.

Section 11: Exclusion

The following Exclusion automatically applies to Section 11 of this **Policy**. Section 11 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

11.3 **We** will not be liable for any claim for exemplary, punitive or aggravated damages.

Section 11: Conditions

The following Conditions automatically apply to Section 11 of this **Policy**:

11.4 If reasonably required by **Us**, the **Policyholder** will be required to give **Us**:

- (a) such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other relevant documentation, which comes into the **Policyholder's** possession; and
- (b) access to the files and information held by any Workers' Compensation insurer with whom the **Policyholder** has effected insurance, to the extent that the files and information are accessible to by the **Policyholder**.

Section 12: Missed Transport Connection

Section 12: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

12.1 If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** misses a transport connection due to any unforeseen circumstances outside the **Policyholder's** or the **Covered Person's** control and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed until their arrival, **We** will pay the reasonable extra expenses actually incurred, net of any recoveries to which the **Policyholder** or the **Covered Person** has received from any carrier, to enable the **Covered Person** to use alternative scheduled public transport services to arrive at their destination on time for the meeting or conference.

The maximum amount **We** will pay is shown in the **Schedule** against Section 12 – Missed Transport Connection.

Section 12: Exclusions

The following Exclusions automatically apply to Section 12 of this **Policy**. Section 12 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

12.2 **We** will not be liable for:

- (a) any missed transport connection arising from a business commitment or a financial or contractual obligation of the **Covered Person** or of any travelling companion, business associate, **Close Relative** of the **Covered Person**; or
- (b) claims arising from the inability of any tour operator or wholesaler to complete arrangements for any journey or tour due to a deficiency in the number of people required to commence any journey or tour.

Section 13: Overbooked Flight

Section 13: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

13.1 If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight (8) hours of the scheduled departure time, provided the **Covered Person** has not been compensated by the air carrier or any other third party, **We** will pay for any expenses incurred as a result of the delay.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 13 – Overbooked Flight.

Section 13: Exclusion

The following Exclusion automatically applies to Section 13 of this **Policy**. Section 13 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

13.2 **We** will not be liable for any expenses already incurred and paid under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses and/or Section 12 – Missed Transport Connection for the same event.

Section 14: Political & Natural Disaster Evacuation

Section 14: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

14.1 If:

- (a) during the **Period of Insurance**; and
- (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

a **Covered Person** is forced to leave their current location due to any of the following occurring:

- (c) officials in the country in which the **Covered Person** is travelling recommend that certain categories of persons, which include the **Covered Person**, should leave that country;
- (d) the **Covered Person's Country of Residence** government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the **Covered Person**, should leave that country;
- (e) a **Covered Person** is expelled or declared persona non grata from that country;
- (f) there is wholesale seizure, confiscation or expropriation of the **Covered Person's** property, plant or equipment in that country; or
- (g) a major **Natural Disaster** has occurred in the country the **Covered Person** is in necessitating their immediate evacuation in order to avoid the risk of their **Bodily Injury** or **Sickness**,

We will pay **Evacuation Expenses** and **Reasonable Accommodation Costs**.

The maximum amounts We will pay per **Covered Person** for **Evacuation Expenses** and **Reasonable Accommodation Costs** are the amounts shown in the **Schedule** against Section 14 – Political & Natural Disaster Evacuation.

The maximum amount We will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 14 – Political & Natural Disaster Evacuation.

Section 14: Definitions

Evacuation Expenses means necessary and reasonable evacuation expenses incurred by the **Covered Person** to return to their **Country of Residence** or the nearest place of safety using the most reasonably available method of transport, provided that the **Covered Person** has first made reasonable attempts to contact the **Emergency Assistance Provider** and have such transport approved by the **Emergency Assistance Provider**.

Natural Disaster means any weather event or force of nature that has catastrophic consequences including, but not limited to, avalanche, earthquake, mudslide, flood, bushfire or wildfire, cyclone, hurricane, tornado, tsunami or volcanic eruption.

Reasonable Accommodation Costs means the reasonable expenses incurred for accommodation by a **Covered Person** who is unable to return to their **Country of Residence**.

Section 14: Extension

The following Extension automatically applies to Section 14 of this **Policy**:

14.2 Incidental Expenses

In connection with a valid claim under this Section, We will reimburse the **Policyholder** or **Covered Person** for any reasonable incidental expenses incurred over and above any pre-budgeted expenses.

The maximum amount We will pay per day for each **Covered Person** is \$1,000 and the maximum We will pay per event is \$100,000.

Section 14: Exclusions

The following Exclusions automatically apply to Section 14 of this **Policy**. Section 14 of this **Policy** is also subject to the General Exclusions in Section 17 of this **Policy**.

14.3 **We** will not pay any claim arising directly or indirectly from:

- (a) a **Covered Person** knowingly violating the laws or regulations of the country they are in;
- (b) a **Covered Person's** failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
- (c) debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
- (d) failure to honour any contractual obligation or bond or to obey any conditions in a licence;
- (e) a **Covered Person** being evacuated from their **Country of Residence**; or
- (f) the political unrest or natural disaster that resulted in a **Covered Person's** evacuation being in existence prior to the **Covered Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Covered Person** entered the country.

Section 14: Condition

The following Condition automatically applies to Section 14 of this **Policy**. Section 14 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

14.4 If a **Covered Person** is required to leave the country they are in, the **Covered Person** must, if reasonably possible, contact **Us** or the **Emergency Assistance Provider** beforehand to confirm cover. Where possible **We** and/or the **Emergency Assistance Provider** will make the travel arrangements. Incurring expenses under this Section without contacting **Us** or the **Emergency Assistance Provider** may prejudice **Our** rights and reduce the amount payable under this **Policy**.

Section 15: Search & Rescue Expenses

Section 15: Extent of Cover

Subject to the other terms, conditions and exclusions of the **Policy**:

- 15.1 If:
- (a) during the **Period of Insurance**; and
 - (b) while the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey** outside their **Country of Residence**,

the **Covered Person** is reported as missing and rescue or police authorities have to instigate a search and rescue operation where:

- (c) it is known or believed that the **Covered Person** may have sustained a **Bodily Injury** or suffered **Sickness**; or
- (d) weather or safety conditions necessitate such an operation to prevent the **Covered Person** from sustaining a **Bodily Injury** or suffering **Sickness**,

We will reimburse the **Policyholder** in respect of the reasonable costs incurred by a recognised rescue provider or by police authorities to search for such **Covered Person** and to bring them to a place of safety.

The maximum amount **We** will pay per **Covered Person** is the amount shown in the **Schedule** against Section 15 – Search & Rescue Expenses.

The maximum amount **We** will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 15 – Search & Rescue Expenses.

Section 15: Conditions

The following Conditions automatically apply to Section 15 of this **Policy**. Section 15 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 15.2 The **Covered Person** should make every practicable effort to comply at all times with local safety advice and adhere to recommendations prevalent at the time.
- 15.3 The **Covered Person** must not knowingly endanger either their own life or the life of any other **Covered Person** or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
- 15.4 **We** should be informed as soon as reasonably possible of any emergency that may potentially give rise to a claim under this Section. Incurring expenses under this Section without contacting **Us** or the **Emergency Assistance Provider** may prejudice **Our** rights and reduce the amounts payable under this **Policy**.
- 15.5 Expenses are only payable for the **Covered Person's** proportion of the search and rescue operation.
- 15.6 Costs will only be covered up to the point where the **Covered Person** is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
- 15.7 Where reasonably practicable in the event of a claim, a statement from the appropriate rescue authorities involved in the search and/or rescue should be obtained and provided to **Us**. If **We** are not provided with the information **We** require in order to consider a claim, this may result in a delay to having the claim assessed. It may also prejudice **Our** rights and result in a reduction of payments under this **Policy**.
- 15.8 Where any event covered under Section 15 is, or is subsequently found to be, covered under:
- (a) Section 2 – Kidnap, Ransom and Extortion; or
 - (b) Section 3 – Hijack & Detention; or
 - (c) Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses; or
 - (d) Section 14 – Political & Natural Disaster Evacuation,

the benefit amount payable under this Section is in addition to any amount payable under such Section.

Section 16: General Extensions Applicable to All Sections of the Policy

These General Extensions automatically apply to all Sections of this **Policy** unless they are expressly stated not to apply in relation to a particular cover under the **Policy**.

16.1 Accommodation and Transport Expenses

If:

- (a) during the **Period of Insurance**; and
- (b) whilst the person is:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** sustains a **Bodily Injury** or **Sickness** and is admitted as an in-patient of a hospital, which is more than one hundred kilometres (100km) from the **Covered Person's** normal place of residence, **We** will pay the actual and reasonable transport and/or accommodation expenses for up to two (2) persons to travel to and/or remain with the **Covered Person**. The maximum amount **We** will pay for any one **Covered Person** is \$10,000.

16.2 Additional Covered Persons

This **Policy** automatically covers any person whom the **Policyholder** nominates during the **Period of Insurance** for cover under this **Policy**, provided such nomination is made known to **Us** and agreed to by **Us** prior to the beginning of a **Journey**, and includes, if nominated, any **Spouse/Partner** and/or **Dependent Child(ren)** provided their trips are declared and evidence can be shown as proof.

16.3 Journey Time Extensions

If a **Covered Person** commences a **Journey** during the **Period of Insurance** and:

- (a) that **Journey** finishes after the expiration of the **Period of Insurance**, cover under this **Policy** is extended to cover the entire **Journey**, notwithstanding that the **Journey** continues beyond the expiry of the **Period of Insurance**, provided that the **Journey** does not exceed the maximum number of days for any one (1) trip.
- (b) the **Covered Person's** original date of return to their **Country of Residence** is postponed due to:
 - (i) a transport delay which is outside the control of the **Covered Person**; or
 - (ii) the **Covered Person's** inability to travel as a result of **Bodily Injury** or **Sickness** for which a claim is payable under this **Policy**,

We will automatically extend the **Covered Person's Journey** for up to three (3) calendar months, commencing from the date of the **Covered Person's** original expected return to their **Country of Residence**. Cover applies even where the extension of time falls outside the **Period of Insurance**.

16.4 Mental Illness (Outside Australia)

If:

- (a) during the **Period of Insurance**; and
- (b) while the person was:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person** is diagnosed as suffering from a mental illness for which treatment was not provided whilst on the **Journey**, **We** will pay up to \$5,000 towards the cost of counselling, medication and treatment for that **Covered Person** upon completion of the **Journey**, provided that:

- (c) the **Journey** was outside the **Covered Person's Country of Residence**;
- (d) the counselling is provided outside Australia and **We** are legally permitted to make the payment in the **Covered Person's Country of Residence**;
- (e) the counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and
- (f) the counselling, medication, and/or treatment are certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**; and
- (g) the counselling, medication, and/or treatment is commenced as soon as reasonably practicable following the completion of the **Journey**.

This benefit is payable in addition to any other benefit that may be available under this **Policy**.

16.5 Trauma Counselling

If:

- (a) during the **Period of Insurance**; and
- (b) while the person was:
 - (i) a **Covered Person**; and
 - (ii) on a **Journey**,

the **Covered Person**:

- (c) is **Kidnapped** or **Detained** (as defined in Sections 2 and 3); or
- (d) suffers psychological trauma as a result of being a victim of, or eyewitness to:
 - (i) a **Violent Criminal Act**; or
 - (ii) any other traumatic event, such as a natural disaster or serious accident; or

We will pay the **Covered Person** up to \$5,000 towards the cost of trauma counselling, provided that:

- (e) the trauma counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and
- (f) the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**.

Definition Applying to Trauma Counselling

Violent Criminal Act means a violent, physical, and illegal act, including but not limited to murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not:

- (a) the **Policyholder**;
- (b) the **Covered Person**;
- (c) a **Close Relative** of the **Covered Person**; or
- (d) an **Employee** of the **Policyholder**.

Section 17: General Exclusions Applicable to All Sections of the Policy

These General Exclusions automatically apply to all Sections of the **Policy** unless they are expressly stated not to apply in relation to a particular cover under the **Policy**.

17.1 **We** will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:

- (a) results from a **Covered Person** engaging in or taking part in:
 - (i) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers or which the **Covered Person** believes on reasonable grounds is licensed to carry passenger; or
 - (ii) training for or participating in **Professional Sport** of any kind;
- (b) results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder**, a **Covered Person**, a **Spouse/Partner** and/or **Dependent Child**, provided that this General Exclusion does not apply to the **Policyholder**, a **Covered Person**, a **Spouse/Partner** or a **Dependent Child** who is not the perpetrator of such act, or who did not know or condone any such act;
- (c) results from **War**, **Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or a **Covered Person's Country of Residence**, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan. For the purpose of Section 1, this General Exclusion does not apply to **Bodily Injury** sustained as a result of **Hijack** (as defined in Section 3), riot, strike or civil commotion.
- (d) are covered by Medicare in whole or in part, or are covered by any:
 - (i) workers compensation legislation;
 - (ii) transport accident legislation;
 - (iii) government sponsored fund, plan or medical benefit scheme; or
 - (iv) other insurance policy required to be effected by or under law;but only to the extent that such loss, damages, liability, **Event**, **Bodily Injury**, or **Sickness** is covered by one or more of those schemes;
- (e) would result in **Us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), the *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time or the National Health Act 1953 (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.
- (f) would be a violation of any trade or economic sanction, prohibition or restriction, including under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America or Commonwealth of Australia as applicable.

Section 18: General Provisions Applicable to All Sections of the Policy

These General Provisions automatically apply to all Sections of the **Policy** unless they are expressly stated not to apply in relation to a particular cover under the **Policy**.

18.1 Adjustment of Premium

Where the **Premium** for this **Policy** is arranged on an adjustable basis, the **Policyholder** shall keep accurate records and make declarations to **Us** in respect of the **Period of Insurance** so that the necessary adjustment of **Premium** may be made subject to the application of any minimum **Premium** required.

18.2 Aggregate Limits of Liability

The aggregate limit of liability is the maximum amount **We** will pay for any one (1) event involving more than one (1) **Covered Person**.

- (1) This provision only applies to:
 - Section 1 – Personal Accident & Sickness; and
 - Section 2 – Kidnap & Ransom/Extortion Cover.
 - (a) Except as stated below, **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limit of Liability – Any one Period of Insurance.
 - (b) **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating directly to **Non-Scheduled Flight(s)**, will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limit of Liability – Non-Scheduled aircraft.
 - (c) **Our** liability for any one (1) event giving rise to a claim under the **Policy** with respect to **War** and/or **Civil War** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limit of Liability – War and/or Civil War – Maximum liability for any one event.
 - (d) **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to **War** and/or **Civil War** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limit of Liability - War and/or Civil War – Total liability for all claims under the **Policy** during any one **Period of Insurance**.
- (2) This provision applies to Section 4, Extension 4.3.2 – Financial Insolvency.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 4, Extension 4.4 – Financial Insolvency will not exceed the amount shown in the **Schedule** against Financial Insolvency – Annual Aggregate Limit.
- (3) This provision applies to Section 11 – Extra Territorial Workers’ Compensation.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 11 – Extra Territorial Workers’ Compensation will not exceed the amount shown in the **Schedule** against Extra Territorial Workers’ Compensation – Annual Aggregate Limit.
- (4) This provision applies to Section 14 – Political & Natural Disaster Evacuation.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 14 – Political & Natural Disaster Evacuation will not exceed the amount shown in the **Schedule** against Political & Natural Disaster Evacuation – Annual Aggregate Limit.
- (5) This provision applies to Section 15 – Search & Rescue Expenses.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 15 – Search & Rescue Expenses will not exceed the amount shown in the **Schedule** against Search & Rescue Expenses – Annual Aggregate Limit.

18.3 Age Limitations

- (a) In respect to each **Covered Person** aged seventy-five (75) years old or over and under eighty-five (85) years old at the time the entitlement to claim arose:
- (i) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (ii) no benefit is payable under Section 1 Extension 1.15: Death by Specified Sickness.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of seventy-five (75) years.

- (b) In respect to each **Covered Person** aged eighty-five (85) years old or over and under ninety (90) years old at the time the entitlement to claim arose:
- (i) cover under Section 1: Personal Accident & Sickness, Part A: Event 1 (Accidental Death) and Events 3-19, are limited to a maximum of \$250,000; and
 - (ii) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (iii) no benefit is payable under Section 1 Extension 1.15: Death by Specified Sickness.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of eighty-five (85) years.

- (c) In respect to each **Covered Person** aged ninety (90) years old or over at the time the entitlement to claim arose:
- (i) cover under Section 1: Personal Accident & Sickness, Part A: Event 1 (Accidental Death) and Events 3-19, are limited to a maximum of \$25,000; and
 - (ii) no benefit is payable under Section 1 Event 2 (Permanent Total Disablement)
 - (iii) no benefit is payable under Section 1 Events 25, 26, 31 or 32; and
 - (iv) no benefit is payable under Section 1 Extension 1.15: Death by Specified Sickness.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of ninety (90) years.

18.4 Assistance and Co-operation

The **Policyholder** and a **Covered Person** will be required to co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the **Policyholder** because of **Bodily Injury** or damage with respect to which insurance is afforded under the **Policy**. In that regard, the **Policyholder** should make every practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Policyholder** should not, except at the **Policyholder's** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident, as doing so may prejudice **Our** rights and reduce the cover available under this **Policy**.

18.5 Breach of Conditions

If the **Policyholder** or a **Covered 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 to the **Covered Person** who is in breach, if the claim substantially relates to the breach, and to the extent permitted by law.

18.6 Cancellation

The **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing or by phone. The cancellation will take effect at 4.01pm **Local Time** on the date **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 of the **Policy**, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) by issuing a notice thirty (30) days in advance 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, and less any taxes or charges that **We** are unable to recover. However, if **We** have paid a benefit under the **Policy**, **We** reserve the right not to refund any **Premium**. In determining whether **We** refund any part of the **Premium**, **We** will take into account various factors including but not limited to, the value of the **Premium**, the period of time in which the **Policy** has been in place, the value of the claims that have been paid under the **Policy**, and any charges or taxes which **We** are unable to recover.

18.7 Change of Business Activities

The **Policyholder** must inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which increases the risk of a claim being made under this **Policy**. Changes to be advised include, but are not limited to, an increase in number of trips undertaken; a change to a **Covered Persons'** activities from office-based to field-based; or commencing the use of Non-Scheduled Flights. If **We** choose to accept this change, **We** will do so in writing, and the **Policyholder** may be required to pay **Us** a pro-rata additional premium from the date of such material alteration in risk. The **Policy** may be cancelled if there is a change and **We** and the **Policyholder** cannot reach an agreement on altered terms and conditions or premium; or if **We** are no longer prepared to insure the **Policyholder** because there has been a material change to the risk.

18.8 Contra Proferentem Clause

We acknowledge and agree that in any dispute with the **Policyholder** or any **Covered Person**, any ambiguity in the **Policy** will not be construed against the **Policyholder** or the **Covered Person** on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the **Policy**.

18.9 Currency

All amounts shown in the **Policy** are in Australian Dollars unless otherwise stated in the **Schedule**. If expenses are incurred in a foreign currency, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

18.10 Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence and undertake reasonable steps to avoid or reduce any loss under the **Policy**, including, but not limited to, complying with workplace health and safety laws, and avoiding high risk occupational exposures that a **Covered Person** is not qualified to undertake.

18.11 Headings

Headings have been included for ease of reference and it is understood and agreed that the terms, conditions and exclusions of the **Policy** are not to be construed or interpreted by reference to such headings.

18.12 Notice of Claim

The **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. Any delay in providing **Us** with notice of such events may prejudice **Our** rights and reduce the cover available under this **Policy**. The **Claimant** will be required, at their expense, to give **Us** such certificates, information and other documentation as **We** may reasonably require for the purpose of settling a claim, provided they are in 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 (as long as the frequency of examination is not unreasonable).

18.13 Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** as to any other insurance they are entitled to claim under or have access to that covers the same risk.

18.14 Proper Law

Any dispute arising under the **Policy** or concerning its formation will be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and the practice of such court.

18.15 Severability and Non-Imputation

This **Policy**, including any amendment, renewal or variation or **Endorsement** of it, shall be construed as if each insured party had made a proposal, application or request for the **Policy**, amendment, renewal, variation or **Endorsement** in respect of their interest only.

Any information or knowledge possessed by one (1) insured party, whether possessed before or after the contract was entered into, shall not be imputed to any other such party. **We** will not seek any relief whatsoever (including cancellation of the **Policy**) for non-disclosure and/or misrepresentation against an insured party unless **We** would have been entitled to that relief had that party been the only party covered by this **Policy**.

Further, neither the inclusion of more than one (1) insured party under this **Policy** nor any act, omission, breach or default by any insured party shall in any way affect the rights of any other insured party, it being intended that this **Policy** shall be construed as if a separate contract of insurance has been entered into by each insured party; but not so as to increase **Our** Limit of Liability.

18.16 Singular/Plural

If it is consistent with the context of any clause in this **Policy**, the singular includes the plural and vice versa.

18.17 Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover that amount against any person or entity other than the **Policyholder**, a **Covered Person** or other persons covered by this **Policy**. A **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is reasonably necessary to enable **Us** to secure such rights. After any loss, a **Claimant** should not knowingly take any action which will prejudice **Our** rights to subrogation.

Provided that all rights of subrogation is waived under this **Policy** against every company, organisation and person defined as **Policyholder** or **Covered Person** under this **Policy**, or any other party to which or to whom protection is afforded under this **Policy**.

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Aon is a leading provider of risk management services, insurance and reinsurance broking, and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

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