

Zurich Business Travel Insurance

Product Disclosure Statement



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About our Business Travel Insurance

About Zurich

The insurer of this product is Zurich Australian Insurance Limited (ZAIL), ABN 13 000 296 640, AFS Licence Number 232507. In this document, ZAIL may also be expressed as 'Zurich', 'we', 'us' or 'our'.

ZAIL is part of the Zurich Insurance Group, a leading multi-line insurer that serves its customers in global and local markets. Zurich provides a wide range of general insurance and life insurance products and services in more than 210 countries and territories. Zurich's customers include individuals, small businesses, mid-sized and large companies, including multinational corporations.

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 11. *You* should read it carefully before making a decision to purchase this product.

This PDS will help *you* to:

- decide whether this product will meet *your* needs; and
- compare this product with other products *you* may be considering.

The information contained in this PDS is general information only. It is important *you* read *your* policy to ensure *you* have the cover *you* need.

We capitalise or italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions sections in this document to obtain the full meaning of such terms.

How to apply for this insurance

Throughout this document when we are referring to *your* insurance broker or adviser, we simply refer to them as *your* intermediary.

If *you* are interested in buying this product or have any enquiries about it, *you* should contact *your* intermediary who should be able to provide *you* with all the information and assistance *you* require.

If *you* are not satisfied with the information provided by *your* intermediary, *you* can contact us at the address or telephone number shown on the back cover of this document. However, we are only able to provide factual information or general advice about the product. We do not give advice on whether the product is appropriate for *your* personal objectives, needs or financial situation.

Our Business Travel Insurance

Zurich Business Travel Insurance allows *you* to tailor the cover for *your* requirements. Cover can be arranged by *you* (referred to as the *insured*) to cover yourself or some other person(s) (referred to as the *insured persons*).

The policy operates 24 hours a day, seven days a week, anywhere in the world, while an *insured person* is on a *journey*.

For a summary of additional benefits available to *you*, see 'Benefits of cover available' on page 8.

Our contract with you

Your policy is a contract of insurance between the *insured* and Zurich and contains all the details of the cover that we provide.

Your policy is made up of:

- the policy wording which begins at page 11 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the information *you* provide to us when applying for insurance cover;
- *your* most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These changes vary or modify the above documents.

Please note, only those Sections shown as covered in *your schedule* are insured.

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your* policy in a safe place. We reserve the right to change the terms of this product where permitted to do so by law.

Words with special meaning

We italicise terms in this PDS, to show that words are abbreviations or have a particular defined meaning. *You* should refer to the Definitions in this document to obtain the full meaning of such terms.

About an insured person

An *insured person* has a right to recover under this policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the *insured* is able to vary or cancel the policy. *Insured persons* are not charged for the right to make a claim under this policy.

Any person who may be insured under this policy should consider obtaining their own advice from an appropriately licensed person to determine if the benefits provided by this policy are suitable to their needs. No advice is provided by either *you* or us as to the suitability of these benefits to the needs of anyone who may be entitled to benefits under it.

When the insured person's cover starts and ends

An *insured person's* ability to access cover:

- starts at the time the relevant person becomes an *insured person*; and
- ends at the earliest happening of the following:
 - (a) the relevant person is no longer meeting the criteria specified in the *schedule* for an *insured person*;
 - (b) the date and time *you* request that such *insured person* ceases to have access to the benefits under this policy; or
 - (c) the date and time this policy ends in accordance with the policy terms, either because the *period of insurance* has ceased and the policy has not been renewed with us or this policy has been cancelled in accordance with the policy terms.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that *you* should be aware of when deciding to purchase our product. These things may affect the amount of the payment that we will make to *you* if *you* have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause *your* policy.

You should be aware of the following matters in considering whether this product is suitable for *your* needs.

Excesses can apply

An *excess* may apply to claims made under each Section of the policy. An *excess* is not an additional fee, charged by us at the time of making a claim. Rather, it is the uninsured first portion of a loss for which *you* are otherwise covered, i.e. the amount that *you* must contribute towards each claim.

We are able to provide options to quote higher or lower *excess* alternatives in certain circumstances, which will either decrease or increase *your* premium, depending upon the options requested.

Any *excess* applicable to a Section of the policy is specified in the *schedule*.

Exclusions

This policy contains exclusions, some of which are common in insurance policies and some may be less common, and as such may be unexpected. *Your* policy excludes or limits cover in the following circumstances, we will not pay any benefits where death, *injury*, *sickness*, disability, loss, damage, expense or liability arises from or is caused by:

- being in an aircraft or aerial device, unless as a passenger; or
- any deliberate, illegal or criminal acts inflicted by or on behalf of the *insured* or an *insured person*, or any other person acting with their consent or at their direction.

An example of a less common exclusion is found on page 20 which excludes cover for death, *injury*, *sickness*, disability or liability arising from training for or participating in a *professional sport*.

The above are some of the events that are not covered by this policy. Before making a decision about whether to purchase this policy, *you* should read the full details of all relevant exclusions, which are contained in the policy wording. Please refer to General Exclusions Applicable to All Sections on page 20 and any additional exclusions specific to each Section to ascertain if the cover is adequate for *your* requirements.

Terms and Conditions

General Terms and Conditions Applicable to All Sections set out *your* general obligations with which *you* need to comply. Please refer to page 22. Other terms and conditions relevant to each Section also apply and are explained in each Section. *You* should read the policy wording and make yourself aware of all the terms and conditions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your* policy.

Age Limits

There is no maximum age limit for *insured persons* under this policy, however certain conditions apply to *insured persons* aged over 70 years. Please refer to the conditions under Policy Sections '1. Zurich Assist', '2. Overseas Medical Expenses', '3. Personal Accident and Sickness' and '4. Travel Disruption' for the specific coverage limitations and detailed conditions.

Make sure you have the cover you need

You should discuss with *your* intermediary the appropriate amounts and risks for which *you* need to be insured. If *you* do not adequately insure for the relevant risks, *you* may have to bear any uninsured losses yourself.

You should also advise *your* intermediary to notify us as soon as possible, when *your* circumstances change which are relevant to *your* policy.

Duty of Disclosure

Before *you* enter into an insurance contract, *you* have a duty of disclosure under the Insurance Contracts Act 1984 (Cth).

If we ask *you* questions that are relevant to our decision to insure *you* and on what terms, *you* must tell us anything that *you* know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure *you*.

If you do not tell us something

If *you* do not tell us anything *you* are required to tell us, we may cancel *your* contract or reduce the amount we will pay *you* if *you* make a claim, or both.

If *your* failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Cooling-off period

After *you* apply for a Zurich product and *you* have received the policy document, *you* have 21 days to check that the policy meets *your* needs. Within this time, *you* may cancel the policy and receive a full refund of any premium paid, unless *you* have:

- made a claim or become entitled to make a claim under *your* policy; or
- exercised any right or power *you* have in respect of *your* policy or the policy has ended.

Your request will need to be forwarded to us via *your* intermediary or to the address shown on the back cover of this document.

You can cancel *your* policy at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions Applicable to All Sections on page 22.

How we calculate your premium

The premium amount that *you* must pay for *your* insurance cover is set out in *your schedule*. The amount of *your* premium is determined by taking a number of different matters into account. *You* can seek a quote at any time.

It is important for *you* to know in particular that the premium varies depending on the information we receive from *you* about the risk to be covered by us. The higher the risk is, the higher the premium will be. Based on our experience and expertise as an insurer, we decide what factors increase our risk and how they should impact on the premium. Each insurer can do this differently.

In this product the factors that are taken into consideration include the following:

- the business of the *insured*;
- the estimated number of *journeys* (both international and domestic) per year;
- the average duration of *journeys*;
- benefit limits chosen; and
- the *excess* amount *you* elect. This means that when *you* purchase a policy *you* may elect to take a larger *excess* amount in the event of a claim, which will reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing *excess* amounts.

Your intermediary can arrange for *you* to be provided with a quote for a premium. *You* will need to give *your* relevant personal details to *your* intermediary at this time to enable us to calculate the premium.

Another important thing to know is that *your* premium also includes amounts that take into account our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. Stamp Duty and GST) in relation to *your* policy. These amounts will be set out separately in *your schedule* as part of the total premium payable.

How and when you pay your premium and what happens if you don't pay?

Your premiums are charged and are payable on a yearly basis. *Your* intermediary can also tell *you* what other methods are available to make *your* premium payments.

Your intermediary should send *you* an offer of renewal of *your* insurance once a year, before *your* current *period of insurance* expires. If *you* do not pay *your* premium when due, *your* policy may lapse after 30 days and *you* will not be covered. *You* may be able to reinstate *your* policy after it lapses, but *you* must submit an application to us, which is subject to our reassessment of *your* personal circumstances and the circumstances of all persons to be insured at the time of application.

How to make a claim

If *you* need to make a claim, please refer to 'Claims Procedures' on page 21. If *you* have any queries, please contact *your* intermediary as soon as possible, or call us on 132 687.

Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about *you* ('*your* details') to assess applications, administer policies, contact *you*, enhance our products and services and manage claims ('Purposes'). If *you* do not provide *your* information, we may not be able to do those things. By providing us, our representatives or *your* intermediary with information, *you* consent to us using, disclosing to third parties and collecting from third parties *your* details for the Purposes.

We may disclose *your* details, including *your* sensitive information, to relevant third parties including *your* intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, *your* employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain *your* details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. If *you* give us information about another person (such as an *insured person*, their *spouse* or *partner*, *dependent children*, or *close family member*), we will rely on *you* to have told them that *you* will provide their information to us and to have provided them with this privacy text. If the information is sensitive (eg health) information, we will rely on *you* to have obtained their consent to give the information to us. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of *your* details are likely to be located. It also sets out how we handle complaints and how *you* can access or correct *your* details or make a complaint.

General Insurance Code of Practice

We are signatories to the General Insurance Code of Practice (the Code) and support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and *you*;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes *you* make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

The Code Governance Committee is an independent body that monitors and enforces insurers compliance with the Code.

Further information about the Code or the Code Governance Committee and your rights under it is available at <https://insurancecouncil.com.au/cop/> or by contacting us.

Financial Claims Scheme

Zurich is an insurance company authorised under the Insurance Act 1973 to carry on general insurance business in Australia. As such, we are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme (FCS), which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at www.fcs.gov.au

Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or the service *you* have received from us, please contact *your* intermediary to initiate *your* complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687. We will acknowledge receipt of *your* complaint within 24 hours or as soon as practicable.

If *you* are not satisfied with our initial response, *you* may access our internal dispute resolution process. Please refer to the general insurance fact sheet available on our website for details of our internal dispute resolution process.

We expect that our internal dispute resolution process will deal fairly and promptly with *your* complaint, however, *you* may take *your* complaint to the Australian Financial Complaints Authority (AFCA) at any time.

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to *you*.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If *your* complaint or dispute falls outside the AFCA Rules, *you* can seek independent legal advice or access any other external dispute resolution options that may be available to *you*.

Headings

Headings have been included for ease of reference but do not form part of the policy.

Updating this PDS

The information in this PDS is up to date at the time it is prepared. Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, we will update this information on our website at www.zurich.com.au. A paper copy of the updated information will be available free of charge upon request, by contacting *your* intermediary or us by using our contact details on the back cover of this PDS. Please note that we may choose to issue a new or supplementary PDS in other circumstances.

Benefits of cover available

The following is a summary only of the major benefits available under the policy. Please refer to each Section for full details of coverage and applicable terms and conditions.

Types of covers available	Benefits of cover available	Page no
Section 1 – Zurich Assist		
Zurich Assist – Emergency Assistance Services	Access to Zurich Assist: an emergency assistance service that can be accessed anytime, anywhere in the world. Zurich Assist has access to a worldwide team of skilled doctors, medical professional and other emergency assistance consultants, available 24 hours a day, 7 days a week	24
Medical evacuation expenses	Benefits payable for expenses related to the evacuation of the <i>insured person</i> due to <i>injury</i> or <i>sickness</i> whilst on a <i>journey</i> , reasonable travel and accommodation expenses for two <i>parents, close family members</i> or <i>accompanying</i> travel companions who are required to travel to or remain with the <i>insured person</i> ; or expenses related to the repatriation of the <i>insured person</i> to the most suitable hospital or to the <i>insured person's country of residence</i>	24
Search and rescue expenses	If an <i>insured person</i> is reported as missing or police authorities have instigated a search and rescue operation for the <i>insured person</i> whilst they are on a <i>journey</i> outside of their <i>country of residence</i> , we will reimburse the <i>insured</i> for any necessary actual expenses incurred for a recognised rescue provider or the police authorities to search for such <i>insured person</i> and to bring them to a place of safety	25
Section 2 – Overseas Medical Expenses		
Medical and additional expenses	<i>Medical and additional expenses</i> incurred by the <i>insured person</i> following <i>injury</i> or <i>sickness</i> occurring whilst on a <i>journey</i>	27
Bed confinement	Daily amount to be paid to the <i>insured person</i> who is hospitalised overseas as an in-patient as a result of <i>injury</i> or <i>sickness</i> whilst on a <i>journey</i>	27
Section 3 – Personal Accident and Sickness		
Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers <i>accidental death</i> or <i>injury</i> as a result of an <i>accident</i> occurring on a <i>journey</i>	28
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of an <i>injury</i> on a <i>journey</i>	29
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement</i> or <i>temporary partial disablement</i> , as a result of <i>sickness</i> on a <i>journey</i>	30
Injury Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>injury</i> whilst on a <i>journey</i> and requires a specified surgical procedure	30
Sickness Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>sickness</i> whilst on a <i>journey</i> and requires a specified surgical procedure	30
Injury Resulting in Fractured Bones	Benefits payable where the <i>insured person</i> suffers <i>injury</i> whilst on a <i>journey</i> resulting in fractured bones	31
Injury Resulting in Loss of Teeth or Dental Procedures	Benefits payable where the <i>insured person</i> suffers an <i>injury</i> whilst on a <i>journey</i> resulting in loss of <i>teeth</i> or requiring full or partial capping of <i>teeth</i>	31

Types of covers available	Benefits of cover available	Page no
Section 4 – Travel Disruption		
Loss of deposits	Reimbursement of the non-refundable unused portion of travel and accommodation expenses and reasonably incurred additional travel and accommodation expenses paid for in advance of a <i>journey</i> following necessary cancellation, alteration or incompleteness of the <i>journey</i> due to unforeseen circumstances	38
Cancellation and curtailment	Reimbursement of the non-refundable unused portion of travel or accommodation expenses reasonably incurred and additional travel and accommodation expenses as a result of necessary cancellation, alteration or incompleteness of the <i>journey</i> due to unforeseen circumstances whilst on the <i>journey</i>	39
Alternative employee / Resumption of assignment	Reimbursement for expenses incurred for <i>alternative employee expenses</i> or <i>resumption of assignment expenses</i> as the direct result of an <i>insured person</i> dying or suffering a serious <i>injury</i> or serious <i>sickness</i> whilst on a <i>journey</i>	40
Missed transport connection	Reimbursement of reasonable extra travel expenses incurred for use of alternative public transport where an <i>insured person</i> misses a transport connection due to any unforeseen circumstances, to arrive at an officially scheduled meeting or conference which cannot be delayed	40
Hijack and detention	Daily amount for every day an <i>insured person</i> is <i>detained</i> for more than 12 continuous hours as a result of a <i>hijack</i> or <i>detention</i>	40
Section 5 – Baggage		
Baggage	Indemnity for loss of, theft of or damage to certain personal effects and reimbursement of reasonable expenses for replacement of essential clothing and toiletries where the <i>insured person's</i> personal effects are delayed, misdirected or temporarily mislaid by any transport carrier	42
Section 6 – Political Unrest and Natural Disaster Evacuation		
Political unrest and natural disaster evacuation	Cost of the <i>insured person's</i> return to their <i>country of residence</i> or nearest place of safety, as well as reasonable accommodation costs for up to 14 days if the <i>insured person</i> is unable to return to their <i>country of residence</i>	44
Section 7 – Vehicle Excess Waiver		
Rental vehicle excess waiver	Reimbursement for any excess or deductible or claim below the excess that would have been payable that <i>you</i> or the <i>insured person</i> are legally liable to pay in respect of loss of or damage to a <i>rental vehicle</i> during a <i>journey</i>	46
Personal vehicle excess waiver	Reimbursement for any excess under an <i>insured person's</i> comprehensive motor vehicle policy where the <i>insured person</i> suffers theft of or damage to their personal motor vehicle whilst it is being driven for business purposes on a <i>journey</i>	46

Types of covers available	Benefits of cover available	Page no
Section 8 – Personal Liability		
Personal liability	Indemnity for damages and claimant's costs and expenses that the <i>insured person</i> is legally liable to pay in respect of personal injury to any person or loss of or damage to property whilst on a <i>journey</i> , including indemnity for defence costs	48
Section 9 – Kidnap and Ransom		
Kidnap and ransom	Reimbursement for <i>extortion / ransom monies</i> if an <i>insured person</i> is <i>kidnapped</i> whilst on a <i>journey</i>	49
Section 10 – Extra Territorial Workers' Compensation		
Extra Territorial Workers' Compensation	Indemnity for compensation benefits payable at common law under any workers' compensation legislation providing benefits to injured workers or their dependents for death, <i>injury</i> or <i>sickness</i> arising out of or in the course of their employment if an <i>insured person</i> dies or suffers an <i>injury</i> or <i>sickness</i> whilst on a <i>journey</i> , except where the entitlement arises solely under any statute	50
Additional Benefits		
Court attendance benefit	In the event a court requires an <i>insured person</i> to attend court in connection with an event that has resulted in a valid claim under Section 8 – Personal Liability, we will pay that <i>insured person</i> \$100 per day for each day they attend court in relation to that event, up to a maximum of \$1,000 per <i>insured person</i>	51
Funeral expenses	We will pay up to \$50,000 for funeral expenses covered by this policy, in the event the <i>insured person</i> dies during the <i>period of insurance</i> and whilst on a <i>journey</i>	51
Identity theft protection	In the event that an <i>insured person</i> is the victim of <i>identity theft</i> as a result of their <i>documents</i> having been stolen whilst on a <i>journey</i> , we will indemnify the <i>insured person</i> for legal expenses incurred, up to a maximum of \$15,000	51
Partner retraining benefit	If an <i>insured person</i> suffers <i>accidental death</i> or <i>permanent total disablement</i> , we will pay up to \$10,000 towards the costs incurred for the training or retraining of the <i>insured person's spouse</i> or <i>partner</i>	52

Business Travel Insurance – Policy Wording

Subject to the terms and conditions contained in this policy, we will cover *insured persons* against the events described in the Sections of this policy, but only if:

- (a) *you* have paid or agree to pay the premium set out in *your schedule*; and
- (b) the type of cover is specified in *your schedule* as applying to that *insured person*.

Definitions

The following definitions will apply to these words when used in this document. Words expressed in the singular or plural have corresponding meanings.

Accident

accident means a single event that is:

- (a) caused by sudden, external and identifiable means (independently of any *sickness* or other cause);
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*;
- (c) which occurs during the *period of insurance* and whilst the person is an *insured person*.

Accidental death

accidental death means the death of an *insured person* as a result of an *injury*.

Act of terrorism

act of terrorism means an act including, but not limited to, the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Air or Road rage incident

air or road rage incident means a violent physical act which occurs whilst the *insured person* is a passenger of an aircraft or occupying any motor vehicle intended for use on public roadways; and committed intentionally by a person who is not an *insured person* or their *close family member*.

Accompanying

accompanying means travelling with or travelling separately from but with the intention to meet, depart from or continue travelling with another *insured person* who is on a *journey*.

Alternative employee expenses

alternative employee expenses mean reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the *insured person*.

Baggage

baggage means personal property and/or *business property* belonging to *you* or an *insured person* or for which an *insured person* is legally responsible and taken on or acquired during the *journey* but does not include household furniture or effects.

Business property

business property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery for which the *insured person* is legally responsible and taken on or acquired during the *journey*.

Cancer

cancer means a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a *medical practitioner* who is certified as an oncologist. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- (a) carcinoma in situ;
- (b) Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- (c) prostate cancer diagnosed as T1 N0 M0 or equivalent staging; or
- (d) a recurrence or metastasis of a cancer which was originally diagnosed prior to the *insured person* first meeting the criteria for an *insured person* under this policy.

Capital benefit

capital benefit means the Accidental Death and Capital Benefits Sum Insured amount specified in the *schedule*.

Carjacking incident

carjacking incident means the violent theft or attempted theft of a motor vehicle which is under the care and control of an *insured person*, or which is occupied by (or immediately intended to be occupied by) an *insured person*.

Civil war

civil war means a state of armed conflict or rebellion, insurrection, revolution or sedition between different parties belonging to the same country using military like force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

Close colleague

close colleague means:

- (a) a fellow *employee* of the *insured person* whose duties and responsibilities directly affect the *insured person's* work; or
- (b) a person, who is not a fellow *employee* but, where the business relationship of that person with the *insured person* necessitates the immediate return of the *insured person*, but does not include any travelling companion.

Close family member

close family member means the *insured person's* *spouse* or *partner*, child, step-child, brother, step-brother, half-brother, sister, step-sister, half-sister, aunt, uncle, nephew, niece, grandchild, *parent* or grandparent.

Complete fracture

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

Conveyance

conveyance means:

- (a) any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, *ridehail vehicle*, tram, monorail or train, 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.

Country of residence

country of residence means:

- (a) the country the *insured person* is a citizen or permanent resident of (i.e. holder of a multiple entry visa or permit which gives the *insured person* resident health care rights in such country); or
- (b) the country in which the *insured person* is residing on an overseas expatriate or inpatient assignment.

It also means the country *you*, the *insured person* or the *insured person's* representative would like us to return the *insured person* to when repatriation is necessary.

COVID-19

COVID-19 means coronavirus disease of 2019 (COVID-19) caused by the novel coronavirus SARS-CoV2, including any mutation or variation thereof or any related strain and/or its outbreak.

Cyber act

cyber act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer system.

Cyber incident

cyber incident means any:

- (a) *cyber act* or error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
- (b) *cyber act* including any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Dependent children

dependent children mean the *insured person's* unmarried children who are under the age of:

- (a) 19 years; or
- (b) 25 years and a full time student at an accredited institute of higher learning,

and who are primarily dependent on the *insured person* for their maintenance and support. *Dependent children* also include an *insured person's* unmarried child of any age who is physically or mentally incapable of self-support provided they are travelling with the *insured person* on a *journey*.

Detention/detained

detention/detained means restraint by way of custody or confinement against the *insured person's* will.

Documents

documents mean papers or other items containing references to the *insured person's* identity including, but not limited to the following:

- (a) bank account details, building society account details, credit, debit and bank cards;
- (b) birth certificate, passport, driver's licence, share certificates;
- (c) insurance documents – motor, home, travel and life, utilities account details;
- (d) membership numbers of professional bodies.

Domestic duties

domestic duties mean the usual and ordinary domestic duties undertaken by someone as a homemaker and could include child-minding and home help services. Child-minding and home help services must be carried out by persons other than the *insured person's close family member* or persons permanently living with the *insured person* and must be certified by a *medical practitioner* as being necessary for the recovery of the *insured person*.

Electronic equipment

electronic equipment means any computer (including tablets, laptops and notebooks), mobile phone or smart phone, GPS device, personal music / recording / listening / gaming device, camera, or any other item deemed by us which the *insured person* is legally responsible and which is taken on or acquired during the *journey*.

Employee

employee means any person under an employment contract of service or apprenticeship with *you* excluding any director.

Endorsement

endorsement means an individual endorsement document that we give *you* that attaches to and forms part of *your* policy. This document varies the terms and conditions of *your* policy.

Excess

excess means the amount *you* must firstly contribute toward any claim. The *excess* amount relevant to each Section is specified in the *schedule*.

Excess period

excess period means the waiting period expressed in days, before we make a payment. The period of days relevant to *your excess period* is specified under Excess Period in the *schedule*.

Extortion

extortion means:

- (a) to intimidate by a threat or series of threats to kidnap or cause *injury*; or
- (b) threat to divulge confidential, private or secret information unique to the *insured* or the *insured's* business.

Extortion / ransom monies

extortion / ransom monies mean 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 (as the case may be) and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Hairline fracture

hairline fracture means mere cracks in the bone.

Hijack

hijack means the seizing of control of a *conveyance* on which the *insured person* is a passenger.

Identity theft

identity theft means the theft of personal data or *documents* relating to the *insured person's* identity which results in:

- (a) their fraudulent use to obtain money, goods or services; or
- (b) the *insured person* incurring expense to:
 - (i) stop further fraudulent use;
 - (ii) replace such *documents*;
 - (iii) restore their credit rating and bank/mortgage/loan accounts; or
 - (iv) amend or rectify records regarding the *insured person's* true name or identity.

Incidental private travel

incidental private travel means travel of a private and/or leisure nature taken either side of or during an authorised business *trip*.

Injury

injury means loss of life or bodily injury resulting from an *accident* occurring during the *period of insurance* and while the person is an *insured person* under this policy. *Injury* does not include *sickness* arising out of an *accident*.

Insured

insured means the Insured specified in the *schedule* as the Insured; i.e. the policyholder of this policy.

Insured person

insured person means all directors, employees, consultants and sub-contractors of the *insured*, including their *accompanying spouse* or *partner* and *dependent children*.

Journey

journey means any *trip* involving travel exceeding 50kms from the *insured person's* normal place of residence or business premises and will start from the time of leaving their normal place of residence or business premises (whichever is left last) and continue until their arrival back at their normal place of residence or business premises (whichever is reached first).

The maximum duration of any one *journey* is limited to 180 days, except for *pure leisure travel* in which case it is limited to 45 days.

Kidnap / kidnapped

kidnap / kidnapped means the illegal abduction and holding hostage of one or more *insured persons* for the purpose of demanding *extortion / ransom monies* as a condition of release.

Limb

limb means the entire arm (being between the shoulder and wrist) or leg (being between the hip and the ankle).

Loss

loss for 'Section 5 Baggage' only means items which are unrecoverable due to circumstances outside the control of the *insured* or *insured person*.

Manifest or Manifestation

manifest or manifestation means having:

- (a) required an emergency department visit, hospitalisation, or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) had regular reviews or check-ups with a *medical practitioner* or *mental health practitioner*;
- (d) a chronic or ongoing condition which is medically documented, under investigation, pending diagnosis and/or test results; or
- (e) symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

Medical and additional expenses

medical and additional expenses mean:

- (a) all medical costs necessarily incurred whilst on a *journey* outside of the *insured person's country of residence* (and outside of Australia) for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a *medical practitioner*; and
- (b) all necessary costs incurred whilst on a *journey* outside the *insured person's country of residence* (and outside of Australia) for emergency dental treatment given by a dentist to restore or replace sound, natural teeth lost or damaged as a result of an *injury*, or to resolve the acute, spontaneous and unexpected onset of dental pain;

- (c) non-medical incidental expenses incurred with the hospital, including but not limited to telephone, television and newspapers up to maximum of \$2,500, provided those expenses are as a direct result of the *insured person's injury or sickness*; and
- (d) expenses incurred outside of Australia to repair, replace or adjust dentures up to maximum of \$2,500, provided those expenses are as a direct result of the *insured person's injury or sickness*.

Medical and additional expenses do not include expenses:

- (i) for or arising from elective or cosmetic treatment;
- (ii) for or arising from routine medical check-ups; or
- (iii) the payment of which by us would contravene the applicable laws of the country in which the medication or medical treatment is being administered.

Medically necessary

medically necessary means expenses, services, diagnostic tests, procedures, and/or treatments that have been determined by a *medical practitioner* as required to treat an *injury or sickness* of an *insured person*.

Medical practitioner

medical practitioner means a person qualified and registered to practice medicine and/or dentistry. *Medical practitioner* does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Mental health practitioner

mental health practitioner means a person qualified and registered to provided treatment, rehabilitation or support to people with a mental illness or psychiatric disability. *Mental health practitioner* does not include the *insured person*, an *insured person's* relative or *your* director or *employee*.

Money

money means coins, bank notes, postal and money orders, travellers' and other cheques, prepaid travel money cards, letters of credit, automatic teller machine cards, credit and debit cards, petrol and other coupons in the possession of the *insured person*.

Natural disaster

natural disaster means a geologic hazard or meteorological hazard being the force of nature from natural process of the earth that has catastrophic consequences such as an avalanche, landslide, earthquake, flood, cyclone, hurricane, tornado, tsunami, volcanic eruption and other geologic processes.

Other expenses

other expenses mean any of the following:

- (a) reasonable payment made by *you* to a person providing information which leads to the arrest of the individuals responsible for a *kidnap* or *extortion* insured under Section 9;
- (b) reasonable and customary loan costs incurred by *you* 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 *you* or an *insured person* as a result of a *kidnap* or *extortion*;
- (d) *salary* paid by *you* to an *insured person* or on behalf of an *insured person* who is the victim of a *kidnap* or *extortion*:
 - (i) for up to 60 days after the release of the *insured person* from a *kidnap*;
 - (ii) until discovery of the death of the *insured person*;
 - (iii) for up to 180 days after *you* receive the last credible evidence that the *insured person* is still alive; or
 - (iv) for up to 60 months from the date of the *kidnap*, if the victim has not been released.

- (e) payments made by *you* 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 30 day period but does not include payments made more than 60 months from the date of the *kidnap*;
- (f) personal financial loss suffered by the *insured person*;
- (g) travel costs of a *kidnap* victim to join their family upon their release and the travel costs of an *employee* to replace the *kidnap* victim. Travel costs will be at economy fare and we will only pay one fare per *insured person* and replacement person per *kidnap*;
- (h) reasonable and customary fees and expenses of a qualified interpreter assisting *you* or an *insured person* in the event of a *kidnap* or *extortion*; and
- (i) any other reasonable and customary expenses incurred by *you* with our approval in resolving a *kidnap* or *extortion* insured under Section 9.

Other fracture

other fracture means any fracture other than a *simple fracture*.

Parent

parent means parent, parent-in-law, step-parent or such person who acts or acted in such capacity as the *insured person's* primary carer as a child provided that they are not more than 85 years old at the relevant time.

Period of insurance

period of insurance means the dates over which *your* insurance cover under this policy is valid, as specified in the *schedule* or such shorter period should this policy be terminated either in accordance with its terms or alternatively deemed applicable by law, during which cover applies under this policy.

Permanent

permanent means lasting for 12 consecutive months from the date of the *injury* and at the expiry of that time, a *medical practitioner* advises it is unlikely to improve.

Permanent total disablement

permanent total disablement means *temporary total disablement* that is:

- (a) *permanent* in nature; and
- (b) entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

Pre-existing condition

pre-existing condition means any injury, or physical or mental defect, condition, illness, disease or syndrome for which in the 12 months prior to becoming an *insured person*, the *insured person*:

- (a) has required an emergency department visit, hospitalisation or day surgery procedure;
- (b) required prescription medication from a *medical practitioner* or *mental health practitioner* or dentist;
- (c) has had regular reviews or check-ups with a *medical practitioner*, *mental health practitioner*, or *medical specialist*; or
- (d) is exhibiting symptoms which would cause an ordinary person to seek the advice of a *medical practitioner* or *mental health practitioner*.

A pre-existing condition also means any chronic or ongoing (whether chronic or otherwise) condition which is medically documented, under investigation, pending diagnosis and/or test results.

Professional sport

professional sport means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation, where in total this financial reward, sponsorship or gain accounts for more than 15% of the *insured person's salary* or \$10,000 whichever is the greater.

Pure leisure travel

pure leisure travel means travel of a private and/or leisure nature undertaken by the *insured's* owner or company director(s) only and including their *accompanying spouse* or *partner* and *dependent children*.

Ridehail vehicle

ridehail vehicle means any non-commercial vehicle operated by an independent contractor who is authorised by a recognised third-party transportation network company (such as Uber) for the purpose of transporting fare paying *insured persons* on public roadways to their destination. It does not include any other vehicle or use.

Rental vehicle

rental vehicle means a rented sedan, station wagon, hatchback 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 an *insured person* on public roadways and does not include any other vehicle or use.

Resumption of assignment expenses

resumption of assignment expenses mean all necessary expenses incurred in returning the *insured person* to re-commence an assignment within 90 days of returning to Australia or their *country of residence* as a result of the claim being admitted under Cancellation and curtailment.

Salary

salary means:

- (a) in respect of a salaried *insured person* (not otherwise covered below), the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances;
- (b) in respect of a T.E.C. (i.e. total employment cost) or salary packaged *insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (c) in respect of a self-employed *insured person*, the average gross weekly gross income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income,

and in each case, derived during the six calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this policy. Where bonuses, commissions, overtime payments and other allowances have been made on a more regular basis than annually and form part of an *insured person's* total remuneration or salary package, then these will be included within the *insured person's* gross weekly income.

Schedule

schedule means the most current Schedule issued by us to *you*. It includes any changes, conditions and exclusions made to suit *your* individual circumstances and may amend the policy.

Serious injury or Serious sickness

- (a) *serious injury* or *serious sickness* means, in respect of the *insured person*, *injury* or *sickness* certified as being dangerous to life by a *medical practitioner* and unfit to travel or continue with their original *journey*.
- (b) *serious injury* or *serious sickness* means, in respect of *insured person's close family member*, *close colleague*, co-director or *accompanying* travelling companion, *injury* or *sickness* certified as being dangerous to life by a *medical practitioner* and which results in the *insured person's* discontinuation or cancellation of their original *journey*.

Sickness

sickness means any illness, disease, condition, syndrome or mental illness suffered by the *insured person* during the *period of insurance* and whilst an *insured person*.

Simple fracture

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

Specified Sickness

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.

Spouse or partner

spouse or *partner* means a person who is married to the *insured person* or a partner of an *insured person* who has been co-habiting with the *insured person* for a period of at least three continuous months.

Sum insured

sum insured means the amount for which *you* are insured, as specified in *your schedule*.

Temporary partial disablement

temporary partial disablement means in the opinion of a *medical practitioner* or *mental health practitioner*, the *insured person* is unable to wholly and continuously engage in a substantial part of any aspect of their usual occupation, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Temporary total disablement

temporary total disablement means in the opinion of a *medical practitioner* or *mental health practitioner* the *insured person* is unable to wholly and continuously engage in their *usual occupation*, and is under the regular care of and acting in accordance with the instructions or advice of a *medical practitioner* or *mental health practitioner*.

Tooth or Teeth

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

Travel documents

travel documents mean passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the *insured person*.

Trip

trip means:

- (a) any *journey* undertaken on behalf of the *insured* for the business, including any *incidental private travel*, provided always that everyday occupational commuting shall not be regarded as a *journey* undertaken on the business of the *insured*; or
- (b) *journeys* undertaken for *pure leisure travel*.

Usual occupation

usual occupation means the occupation predominantly performed by the *insured person* in the 12 months prior to the *injury* or *sickness* causing disability.

War

war means a state of armed conflict between different nations, states or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

You / Your

you / your means the *insured*.

General Exclusions Applicable to All Sections

We will not pay any benefits where death, *injury*, *sickness*, disability, loss, damage, expense or liability arises from or is caused by:

1. where our payment would result in our 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 (Cth).
2. which are covered by Medicare, or by any workers compensation legislation, transport accident legislation, government sponsored fund, plan, medical benefit scheme or any other insurance policy required to be effected by or under law.
3. the suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness* of the *insured* or an *insured person*.
4. any deliberate, illegal or criminal acts committed by the *insured* or any *insured person*, or any other person acting with their express consent or at their direction.
5. the *insured person* engaging or taking part in:
 - (a) flying in an aircraft or aerial device, unless as a passenger in an aircraft licensed to carry passengers;
 - (b) training for or participating in a *professional sport*; or
 - (c) active service in any armed force for any nation.
6. *war*, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Afghanistan, Chechnya, Iraq, Russia, Ukraine, North Korea or Somalia.
7. to which a *journey*:
 - (a) is undertaken against the advice of a *medical practitioner*;
 - (b) is undertaken when the *insured person* is unfit to travel;
 - (c) where the purpose of the *journey* is for the *insured person* to seek medical attention; or
 - (d) is taken after a *medical practitioner* informs an *insured person* that they are terminally ill;
8. directly arising from a *journey* to a place/region or country that the Australian Government through its Department of Foreign Affairs and Trade (or equivalent foreign government authority responsible in the *insured persons country of residence* for setting travel advisories for citizens and/or residents) has prior to the booking and/or commencement of the *journey* issued a Level 4 – Do Not Travel Warning related to the cause of the loss at the relevant time. Notwithstanding this, cover shall not be excluded for any events which are independent or unrelated to the cause for the warning.

Claims Procedures

1. In the event of a claim

In the event of a claim, *you* must:

- (a) tell us what happened immediately. *You* can contact us on 132 687 or contact *your* intermediary, as soon as practicable;
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support *your* claim.

Where an *accident* causing *injury, sickness* or disability to an *insured person* occurs, the *insured person* must:

- (d) obtain and follow medical advice, including undertaking treatment, as prescribed from a *medical practitioner*; and
- (e) obtain a certificate from a *medical practitioner* confirming the nature and extent of the *injury, sickness* or disability.

After *you* have made a claim under *your* policy, we have the sole right to act in *your* name and on *your* behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You should provide us with all the help and information we need to pursue these claims, as not providing us with the information we request in (a) to (c) above, and/or not complying with the requirements of (d) and (e) above may delay the assessment of *your* claim, and/or prejudice the cover under this policy.

2. Reporting period

You should provide us with notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence, as delaying providing us with notice of such events may prejudice the cover under this policy.

3. After your claim is accepted

After we have paid a claim under *your* policy, either in total or in part, we have the right to take over any legal right of recovery which *you* have. If we do this, it will be for our benefit and at our expense (if *you* have been fully reimbursed). *You* must provide full cooperation.

All benefits under this policy will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.

4. Payments in respect of Goods and Services Tax

When we make a payment to *you* or on *your* behalf, under *your* policy for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

When we make a payment to *you* or on *your* behalf, under *your* policy as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that *you* are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

5. Progress payments

If we have agreed that a claim is covered by *your* policy, we will make reasonable progress payments.

General Terms and Conditions Applicable to All Sections

The following general terms and conditions apply to *your* policy:

1. Precautions

You must take all reasonable care to prevent or minimise loss, damage, *injury*, *sickness* or liability, including *your* compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

2. Medical examination or post mortem

We will be entitled at our expense to have any *insured person* medically examined or in the event of death, a post mortem examination carried out. We will give the *insured person* or their legal representative reasonable notice of the medical examination.

3. Automatic extension of cover

We will automatically extend the *insured person's* cover under this policy for three calendar months from the date of the *insured person's* original expected return to their *country of residence* if their return travel is delayed due to delay of transport which is out of the control of the *insured person* or due to the *insured person's* inability to travel due to an *injury* or *sickness* for which a claim is payable under this policy.

4. Cancellation

(a) *You* may cancel this policy at any time by notifying us.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the day we receive *your* notice or such later date *you* request.

(b) We may cancel this policy by notifying *you* in writing, if *you* are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to *you*.

(c) (i) After cancellation by *you*, we will be entitled to retain:

- (1) the pro rata premium for the period during which the policy has been in force; and
- (2) any tax or duty paid or owing for which we are unable to obtain a refund.

(ii) After cancellation by us, *you* will be entitled to a refund on a pro rata basis in relation to the unexpired *period of insurance*.

You will not receive a refund if *you* have made a claim or *you* become entitled to make a claim under the policy which is greater than 65% of the premium paid.

5. Fraudulent claims

If *you* or any party covered by *your* policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

6. Other insurance and contribution

When *you* make a claim on *your* policy *you* must also supply us with details of all other insurance policies that may also pay or partially pay that claim. The insurance provided under this policy will be excess over any other valid and collectable bond or insurance.

7. Alteration of risk

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury*, *sickness* or liability. Changes to be advised include, but are not limited to, an increase in the estimated number of *journeys* (both international and domestic) per year by 10% or more, a change to the *insured person's* activities whilst on a *journey* from office based to field based, a change in *your business* activities or service offering. If we chose to accept this change, we will do so in writing, and *you* must pay us any additional premium that we may reasonably require.

8. Notifications

All notices and communications to us must be made or confirmed by *you* and sent to our office where *your* policy was issued.

9. Proper law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with the laws of the State or Territory of Australia in which the policy was issued.

In the event of any dispute arising under this policy, including but not limited to its construction, interpretation, validity or performance, the parties to the policy will submit to the exclusive jurisdiction of the courts of Australia.

A reference to any statute, regulation or subordinate legislation includes any amendment, replacement, successor or equivalent to or of that statute, regulation or subordinate legislation.

10. Sanctions regulation

Notwithstanding any other terms or conditions under this policy, Zurich shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to *you* or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of *yours* would violate any applicable trade or economic sanctions, law or regulation.

11. Subrogation

You and all *insured persons* will at any time, at our request and expense, permit all reasonable steps required to enforce any rights to which we would be entitled, including but not limited to any necessary steps required to prosecute a person or group responsible for any unauthorised acts against an *insured person*.

12. Currency

All amounts under this policy are expressed and payable in Australian currency.

Except as otherwise provided, if a judgment is rendered, settlement is denominated or another element of loss under this policy is stated in a currency other than Australian dollars, payment under this policy will be made in Australian dollars at the cash rate of exchange for the purchase of Australian dollars in accordance with the Reserve Bank of Australia on the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of loss is due, respectively.

13. Renewal

This policy may be renewed with our consent provided *you* pay or agree to pay the required *renewal premium*.

Section 1 – Zurich Assist

Cover

1. Zurich Assist – Emergency Assistance Services

In the event of a medical or other emergency during the *period of insurance* and whilst on a *journey*, an *insured person* has access to Zurich Assist.

Zurich Assist is an emergency assistance service that can be accessed by an *insured person* any time without additional charge to the *insured person*, anywhere in the world by calling +61 2 8907 5671 (by reverse charge if required and available).

Zurich Assist has a worldwide team of skilled doctors, medical professionals and other emergency assistance consultants, available 24 hours a day, 7 days a week.

Zurich Assist can provide help to an *insured person* who is overseas with services including:

- access to *medical practitioners* for emergency assistance and advice;
- their emergency medical evacuation as a direct result of their *injury* or *sickness*, including *accompanying* medical staff where necessary;
- arranging for *parents*, *close family members* or *accompanying* travelling companions to travel to or remain with an *insured person* who has suffered an *injury* or *sickness*;
- repatriating an *insured person* to a more suitable hospital or back to the *insured person's country of residence* as a direct result of them suffering an *injury* or *sickness*;
- their evacuation due to political unrest or a *natural disaster* (subject to the terms and conditions of Section 6);
- payment guarantees to hospitals for approved medical services and insurance verification;
- second opinions on medical matters;
- urgent message service and emergency travel planning;
- medical monitoring, including keeping *parents* and/or *close family members* in Australia informed of the *insured person's* medical condition;
- assistance in replacing *travel documents* and passports;
- assistance in locating Australian Embassies and Consulates;
- advice and assistance regarding the replacement of lost or stolen *baggage*.

Cover

2. Medical evacuation expenses

If an *insured person* suffers an *injury* or *sickness* whilst on a *journey*, we will pay, up to the *sum insured* shown in the *schedule* against Zurich Assist, for:

- (a) expenses related to the evacuation of the *insured person*, including necessary expenses incurred for qualified medical staff to accompany the *insured person*;
- (b) reasonable travel and accommodation expenses for two *parents*, *close family members*, or *accompanying* travelling companions of the *insured person* who are required to travel to or remain with the *insured person*; and
- (c) expenses related to the repatriation of the *insured person* to the most suitable hospital or to the *insured person's country of residence*,

provided in each case it is *medically necessary* and the *insured person* has made every practicable attempt to contact and follow all reasonable instructions of Zurich Assist.

Cover

3. Search and rescue expenses

If during the *period of insurance* and whilst the person is an *insured person* under this policy the *insured person* is reported as missing or police authorities have instigated a search and rescue operation for the *insured person* whilst they are on a *journey* outside of their *country of residence*, and:

- (a) it is believed that the *insured person* may have sustained an *injury* or suffered *sickness*; or
- (b) weather or safety conditions necessitate such an operation to prevent the *insured person* from sustaining an *injury* or suffering *sickness*,

we will reimburse the *insured* for any necessary actual expenses incurred for a recognised rescue provider or the police authorities to search for such *insured person* and to bring them to a place of safety.

The maximum amount we will pay per *insured person* is \$20,000.

Our total liability for all claims arising under this benefit, arising out of any one event or series of related events, will not exceed the \$50,000 during any one *period of insurance*.

Conditions

- 1. The *insured person* must not knowingly endanger themselves or the life of any *insured person* or engage in activities where their experience or skill level falls below those reasonably required to participate in such activities.
- 2. Where the search and/or rescue has been instigated to locate multiple persons, this policy shall only cover those expenses payable for the *insured persons* proportion of the search and/or rescue operation.
- 3. This policy will only reimburse expenses incurred for search and rescue up until the point where the *insured person* is located and/or recovered, or at the point in time when the authorised search and rescue authorities advise that continuing the search is no longer viable or is unlikely to be successful.
- 4. Where any event covered under this benefit is, or is subsequently found to be, covered under any other section of the policy, the benefit amount payable is in addition to any amount payable under such section.

Conditions

- 1. *You* and/or the *insured person* should not attempt to resolve problems encountered without first making reasonable attempts to advise Zurich Assist as this may prejudice our rights and reduce the amount of cover under this policy.
- 2. Where Zurich Assist provides a service in good faith to any person who is either known or later found not to be an *insured person* under this policy, *you* shall reimburse us for all costs incurred.
- 3. We reserve our rights against any *insured person* who does not reasonably attempt to make contact with and/or follow the instructions and directions of Zurich Assist and/or prejudices our rights.
- 4. We will use the *insured person's* return air ticket towards our costs in the event that the *insured person* is repatriated to their *country of residence*.
- 5. Benefits under this Section are limited to a maximum of \$100,000 in respect of an *insured person* aged 90 years or more.
- 6. An excess of \$5,000 will be applied to each and every claim relating to an *insured person* aged 90 years or more.
- 7. In accepting the services of Zurich Assist *you* and the *insured person* acknowledge that the *insured person's medical practitioner* has the ultimate responsibility for the care and treatment of the *insured person*. Zurich Assist can only provide such assistance as the *insured person's medical practitioner* believes to be in the *insured person's* interest.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss or expense:

1. incurred for any routine medical, optical or dental treatment or consultation;
2. recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance);
3. incurred for any medication or ongoing treatment of a *pre-existing condition* and which the *insured person* was advised to continue during the *journey*; or
4. any expenses or charges incurred after *you* or the *insured person*, or any of *your* or the *insured person's* representatives refuse to follow the instructions and directions of Zurich Assist.

Section 2 – Overseas Medical Expenses

Cover

If an *insured person* during the *period of insurance* suffers an *injury* or *sickness* whilst on a *journey*:

1. we will pay for *medical and additional expenses*, for a period of up to 24 months from the date of *injury* or *sickness*, up to the *sum insured* shown in the *schedule* against Overseas Medical Expenses; or
2. and as a direct result of that *injury* or *sickness*, the *insured person* is hospitalised overseas as an in-patient, we will pay the *insured person* \$250 for each completed 24 hour period, up to a maximum of \$6,500.

Conditions

1. Benefits under this Section are limited to a maximum of \$100,000 in respect of an *insured person* aged 90 years or more.
2. An excess of \$5,000 will be applied to each and every claim relating to an *insured person* aged 90 years or more.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss or expense:

1. incurred directly for any routine medical, optical or dental treatment or consultation;
2. recoverable by *you* and/or the *insured person* from any other source, e.g. airlines or other insurance including automatic credit card travel insurance;
3. incurred for any medication or ongoing treatment of a *pre-existing condition* and which the *insured person* was advised to continue during the *journey*; or
4. incurred 24 months or more after the date the *insured person* suffers an *injury* or *sickness*.

Section 3 – Personal Accident and Sickness

Cover

1. Personal Accident

We will pay the corresponding amount described in Parts A, B, D, F and/or G within the Table of Benefits below in the event that an *insured person* suffers an *injury* which occurs on a *journey* where:

- (a) the *injury* occurs whilst the person is an *insured person*, and on a *journey* commencing during the *period of insurance*; and
- (b) the *injury* results in the event described in the Table of Events within 12 months of the date of the *accident*.

Provided that always:

- (i) Where an *insured person* suffers an *injury* resulting in a claim under Injury Types 1-7 (a), 8 (a) or 9 (a), we will not be liable under the policy for any subsequent *injury* to that *insured person*; and
- (ii) Where an *insured person* suffers an *injury* resulting in more than one Injury Type under Part A, B, D, F and/or G, the maximum amount we be liable to pay under this policy shall be the *sum insured* stated in the *schedule*, for Part A ‘Accidental Death and Capital Benefit’ and Part B ‘Weekly Injury Cover’.

2. Sickness

When a *sum insured* for Part C ‘Weekly Sickness Cover’ is specified in the *schedule* under Section 3 – Personal Accident and Sickness, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where the *sickness* occurs on a *journey* where:

- (a) the *sickness* first *manifests* during the *period of insurance* and whilst the person is an *insured person*; and
- (b) for Part C – the *sickness* results in *temporary total disablement* or *temporary partial disablement* which occurs within 12 months of the date of *manifestation* of the *sickness*; or
- (c) for Part E – the *sickness* requires the listed surgical procedure and the surgical procedure occurs within 12 months of the date of *manifestation* of the *sickness*.

Limit of Liability

Our total liability for all claims arising under this Section – Personal Accident and Sickness, which arise out of any one event or series of related events, will not exceed the Limit of Liability for Section 3 specified in the *schedule*.

Our total liability for all claims arising under this Section – Personal Accident and Sickness, which arise out of any air travel in an aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals, will not exceed the Limit of Liability for Non-scheduled flights specified in the *schedule*.

Table of Benefits

Part A – Accidental Death and Capital Benefits

Cover under this Section applies only if a *sum insured* for Part A ‘Accidental Death and Capital Benefit’ is specified in the *schedule*.

For items 1 to 19: the benefit payable is an amount calculated by applying the benefit percentage to the Accidental Death and Capital Benefit *sum insured* specified in the *schedule* against Section 3 Personal Accident and Sickness, Part A – Accidental Death and Capital benefits.

Injury Type	Benefit Percentage
1. <i>Accidental Death</i>	100%
2. <i>Permanent Total Disablement</i>	100%
3. <i>Permanent</i> paraplegia, quadriplegia or incurable paralysis of all <i>limbs</i>	100%
4. <i>Permanent</i> and total loss of sight in one or both eyes.....	100%

5.	<i>Permanent</i> and total loss of use of one or both <i>limbs</i>	100%
6.	<i>Permanent</i> and incurable insanity	100%
7.	<i>Permanent</i> total loss of hearing:	
	(a) in both ears	100%
	(b) in one ear.....	30%
8.	<i>Permanent</i> and total loss of the lens of:	
	(a) both eyes.....	80%
	(b) one eye	60%
9.	<i>Permanent</i> and total loss of use of four fingers and the thumb of either hand	75%
10.	<i>Permanent</i> disfigurement from third degree burns to:	
	(a) 20% of the surface area of the head and neck	60%
	(b) 40% of the surface area of the remainder of the body.....	40%
11.	<i>Permanent</i> and total loss of use of four fingers of either hand	50%
12.	<i>Permanent</i> and total loss of use of one thumb (both joints).....	30%
13.	<i>Permanent</i> and total loss of use of one thumb (one joint)	15%
14.	<i>Permanent</i> and total loss of use of one finger:	
	(a) all three joints.....	15%
	(b) two joints.....	10%
	(c) one joint.....	5%
15.	<i>Permanent</i> and total loss of use of all toes of either foot.....	15%
16.	<i>Permanent</i> and total loss of use of toes (per toe):	
	(a) both joints of the great toe.....	5%
	(b) one joint of the great toe	3%
	(c) all joints of any toe other than the great toe	1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of the leg by at least 5cm	75%
19.	<i>Permanent</i> disablement not otherwise provided for above through Injury Types 2–18 inclusive	
	Such percentage of the <i>capital benefit sum insured</i> which corresponds to the percentage reduction in whole bodily function as certified by no less than three <i>medical practitioners</i> , one of whom will be the <i>insured person's</i> treating <i>medical practitioner</i> , one of whom will be appointed by us and the remaining <i>medical practitioner</i> will independent and appointed by mutual agreement between the parties. In the event of a disagreement payable will be the average of the three opinions. The maximum amount we will pay is 75% of the <i>capital benefit sum insured</i> .	

Part B – Weekly Injury Benefits

Cover under this Section applies only if Part B 'Weekly Injury Cover' is specified as included in the *schedule*. For the two items below, the benefit payable is calculated as described below.

20. *Temporary Total Disablement* as a result of *injury*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the Weekly Benefits *sum insured* specified in the *schedule*, but not exceeding the *salary* of the *insured person*.

21. *Temporary Partial Disablement as a result of injury*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the Weekly Benefits *sum insured* specified in the *schedule* less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the *insured person's salary*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

Part C – Weekly Sickness Benefits

Cover under this Section applies only if Part C 'Weekly Sickness Cover' is specified as included in the *schedule*. For the two items below, the benefit payable is calculated as described below.

22. *Temporary Total Disablement as a result of sickness*

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the Weekly Benefits *sum insured* specified in the *schedule*, but not exceeding the *salary* of the *insured person*.

23. *Temporary Partial Disablement as a result of sickness*

After the *excess period*, while the *insured person* suffers *temporary partial disablement*, we will pay an amount up to the Weekly Benefits *sum insured* specified in the *schedule* less any amount of current earnings as a result of the *insured person* working in a reduced capacity provided the combined amount does not exceed the *insured person's salary*. Should the *insured person* be able to return to work in a reduced capacity, yet elect not to do so then the benefit payable shall be deemed to be 25% of the amount payable for *Temporary Total Disablement*.

Part D – Injury Resulting in Surgery Benefits

In addition to any benefit payable in respect of an *insured person* under Section 2 – Overseas Medical Expenses cover, if an *insured person* suffers an *injury* whilst on a *journey*, requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of the *injury*;
- (b) the surgery is undertaken outside of Australia; and
- (c) the *insured person* has a valid claim under Overseas Medical Expenses for the same procedure, and

we will pay the corresponding benefit shown below:

24. Craniotomy	\$20,000
25. Amputation of a <i>limb</i>	\$20,000
26. Fracture of a <i>limb</i> requiring open reduction	\$10,000
27. Dislocation of a joint requiring open reduction	\$2,500
28. Any other surgical procedure carried out under a general anaesthetic	\$1,000

Part E – Sickness Resulting in Surgery Benefits

In addition to any benefit payable in respect of an *insured person* under Section 2 – Overseas Medical Expenses cover, if an *insured person* suffers *sickness*, whilst on a *journey*, requiring a surgical procedure listed below, and:

- (a) the surgery is carried out within 12 months of the date of *manifestation* the *insured person* first becomes aware of the *sickness*;
- (b) the surgery is undertaken outside of Australia; and
- (c) the *insured person* has a valid claim for *medical and additional expenses* under Overseas Medical Expenses for the same procedure,

we will pay the corresponding benefit shown below:

29. Open heart surgical procedure	\$20,000
30. Brain surgery	\$20,000

31. Abdominal surgery carried out under general anaesthetic.....	\$10,000
32. Any other surgical procedure carried out under a general anaesthetic	\$1,000

Part F – Injury Resulting in Fractured Bones Benefits

If an *insured person* suffers an *injury* whilst on a *journey*, resulting directly in the fracture of bones which occur within 12 months of the date of the *injury*, we will pay the corresponding benefit shown below:

33. Neck, skull or spine (<i>complete fracture</i>)	\$5,000
34. Hip	\$3,500
35. Jaw, pelvis, leg, ankle or knee (<i>other fracture</i>)	\$2,500
36. Cheekbone, shoulder or <i>hairline fracture</i> of skull or spine.....	\$1,500
37. Arm, elbow, wrist or ribs (<i>other fracture</i>).....	\$1,250
38. Jaw, pelvis, leg, ankle or knee (<i>simple fracture</i>)	\$1,000
39. Nose or collar bone	\$1,000
40. Arm, elbow, wrist or ribs (<i>simple fracture</i>).....	\$500
41. Finger, Thumb, Foot, Hand or Toe	\$375

In the case of an established non-union of any of the above fractures, we will pay an additional \$250.

The maximum benefit payable for any one *injury* resulting in fractured bones will be \$5,000.

Part G – Injury Resulting in Loss of Teeth or Dental Procedures Benefits

If an *insured person* suffers an *injury* whilst on a *journey*, resulting in the loss of *teeth* or requiring dental procedures within 12 months of the date of the *injury* as described below, we will pay the corresponding benefit shown below:

42. Loss of <i>teeth</i> or full capping of teeth.....	\$1,000
43. Partial capping of <i>teeth</i> , per <i>tooth</i>	\$500

The maximum benefit payable for any one *injury* resulting in loss of *teeth* or requiring dental procedures will be \$1,000.

If the *insured person*, within that *injury* lost at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first or milk teeth, dentures, implants and dental fillings, we will in addition to Benefits 42 and 43 stated above, pay a further 1% benefit percentage to the *sum insured* shown in the *schedule* against Part A – Accidental Death and Capital Benefits.

Extensions of Cover

1. Air or Road rage benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* as a result of being the victim of an *air or road rage incident*, we will pay a lump sum benefit of \$5,000, provided that the *air or road rage incident* has been reported to the police or other relevant local authority as soon as practicable after the incident occurring.

2. Carjacking incident benefit

If, during the *period of insurance* and whilst on a *journey*, the *insured person* suffers an *injury* as a result of being the victim of a *carjacking incident* we will pay the *insured person* a lump sum benefit of \$5,000 provided that the *insured person* reported the *carjacking incident* to the police or other relevant authority as soon as practicable after the incident occurring.

3. Chauffeur benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* or *sickness* for which *temporary partial disablement* benefits are payable, we will reimburse *you* for costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the *insured person* directly to and from their normal place of residence and normal place of work, provided that proper medical evidence is provided by a *medical practitioner* certifying that the *insured person* is unable to operate a motor vehicle or travel on other available modes of public transport.

The maximum we will pay is \$2,500.

4. Childcare Benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* and becomes entitled to benefits which are payable under Part A – Accidental Death and Capital Benefits Injury Types 1-7 (a), 8 (a) and 9 (a), we will pay the reasonable expenses incurred by the *insured person* for the services of a registered childcare provider.

The maximum amount we will pay is \$10,000 provided that the additional childcare expenses would not otherwise have occurred.

5. Coma Benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* for which benefits are payable under Cover 1. 'Personal Accident' that:

- (a) directly causes or results in a continuous unconscious state; and
- (b) the *insured person* or his or her legal representative presents us with a *medical practitioner's* opinion that confirms that the *injury* caused the *insured person* to be in such a continuous unconscious state,

we will pay the *insured person*, or his or her legal representative on his or her behalf, \$500 per week or part thereof of continuous unconsciousness, up to a maximum of 26 consecutive weeks. This benefit will be payable in addition to any other amount paid or payable under this policy.

6. Corporate image protection

If, during the *period of insurance* and whilst on a *journey*, an *insured person* or group of *insured persons* suffer an *injury*, and this is likely to result in a valid claim for payment of benefits for:

- (a) *Accidental Death*; or
- (b) *Permanent Total Disablement*,

we will reimburse *you* for reasonable costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants; and/or costs associated with the release of information through the media. Costs must be incurred within 15 days of, and directly in connection with, such *injury*, to protect and/or positively promote *your* business and corporate image.

The maximum amount we will pay is \$15,000 in respect of any one event.

7. Death by specified sickness

If, during the *period of insurance* and whilst on a *journey*, an *insured person* dies within 31 days of the *journey* solely and directly as a result of a *specified sickness*, which is unrelated to a *pre-existing medical condition*, we will pay a lump sum benefit of \$25,000.

8. Dependent child assistance

Education fund supplement

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *accidental death* and is survived by *dependent children*, we will pay to the *insured person's* estate \$10,000 for each surviving *dependent child* subject to a maximum benefit amount of \$30,000 in respect of any one family.

Orphaned benefit

If, an *insured person* and their *spouse* or *partner* both suffer an *accidental death* resulting from the same event and they are survived by *dependent children*, we will pay to the *insured person's* estate, in addition to any benefit payable under Education fund supplement, \$10,000 for each surviving *dependent child* subject to a maximum benefit amount of \$30,000 in respect of any one family.

9. Disappearance

If an *insured person* disappears on a *journey*, following the disappearance, sinking or wrecking of a *conveyance* in which they were travelling and their body has not been found within 12 months after the date of that disappearance, they will, for the purpose of this policy, be deemed to have died as a result of an *injury* at the time of the disappearance, sinking or wrecking of the *conveyance*.

Where the Accidental Death benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us:

- (a) a signed undertaking that these amounts will be repaid to us, if it is later found that the *insured person* did not die or did not die as a result of an *injury*; and
- (b) where the cause of the *insured person's* disappearance is unknown, a death certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent, if one is able to be or has or can be issued within 12 months of the disappearance; or
- (c) where a death certificate is not able to be provided, a report from the police or coroner confirming that the *insured person* is missing and presumed dead.

Conditions applicable to Disappearance cover

Where the cause of the *insured person's* disappearance is unknown, the disappearance must be reported;

- (i) to the local police and a report obtained; and
- (ii) where the disappearance occurs outside the *insured person's country of residence*, to the applicable embassy, consulate or other representative of the *country of residence* and a report obtained.

10. Escalation of claim benefit

After payment of a benefit for *temporary total disablement* or *temporary partial disablement* continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by the greater of:

- (a) 5%; or
- (b) the average percentage increase of the Australian Consumer Price Index (weighted average of eight capital cities) (CPI) for the prior four quarters as published by the Australian Bureau of Statistics.

11. Executor emergency cash advance

If, during the *period of insurance* and whilst on a *journey*, the *insured person* suffers an *accidental death* and it is likely that there will be an entitlement to a benefit payable under Event 1 – Death, then without prejudice upon the request of the executor of the *insured persons* estate, we will advance a lump sum benefit of \$25,000 to the *insured*, or the executor of the *insured person's* estate at the direction of the *insured*, whilst the administration of the *insured person's* estate is arranged. The amount of payment under this additional benefit shall be deducted from any amount paid or payable under Part A – Accidental Death and Capital Benefits Injury Type 1.

12. Exposure

If an *insured person* is exposed to the elements as a result of an *accident* whilst on a *journey*, and within 12 months of the *accident* suffers:

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure, the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

13. Guaranteed payment

If during the *period of insurance* and whilst on a *journey* an *insured person* sustains an *injury* or suffers a *sickness* for which *temporary total disablement* benefits are payable, we will immediately pay 12 weeks benefits provided that medical evidence is provided from a *medical practitioner* certifying that the total period of *temporary total disablement* is likely to be a minimum of 26 continuous weeks.

14. Home and/or motor vehicle modification benefit

If, whilst on a *journey*, an *insured person* suffers an *injury* which results in a *capital benefit* of 100% being payable (other than for *accidental death*), we will also pay up to \$15,000 for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, or costs associated with relocating the *insured person* to a suitable home provided that the modifications and/or relocation are certified to be necessary by a *medical practitioner*.

15. Independent financial advice

If, during the *period of insurance* and whilst on a *journey* an *insured person* sustains an *injury* for which benefits are payable under Section 3 – Personal Accident and Sickness, for any of Injury Types 1–9 under the Table of Benefits, we will, in addition to payment of the benefit, and at *your* request, pay for professional financial advice in respect of the payment of the benefit.

Such advice will be provided by an independent financial advisor:

- (a) who is not an *insured person*, *close family member* of an *insured person*, or *employee* of *yours*; and
- (b) who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice.

The maximum amount we will pay is \$5,000.

16. Miscarriage / premature childbirth benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* which results in:

- (a) them suffering a miscarriage; or
- (b) having to undergo a premature (that is less than 32 weeks gestation) childbirth,

we will pay the *insured person* a lump sum benefit of \$10,000.

17. Out of pocket expenses

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* that results in unforeseen expenses such as:

- (a) local transportation for the purpose of obtaining medical treatment;
- (b) medical aids such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of the *injury* by a *medical practitioner*; or
- (c) other expenses such as clothing and non medical equipment,

we will pay the expenses incurred up to a maximum of \$5,000, provided that these costs are not payable elsewhere under this policy and are not an expense to which General Exclusion Applicable to All Sections 1 and/or 2 apply.

18. Tuition expenses

Where we pay *temporary total disablement* or *temporary partial disablement* benefits, we will also reimburse expenses incurred for tuition or advice for the *insured person* from a licensed vocational school, provided such tuition or advice is undertaken with our prior written agreement and the agreement of the *insured person's medical practitioner*. However, we will not cover expenses that can be covered by Medicare or a private health insurer.

Payments under this provision will be limited to the actual costs incurred not exceeding \$500 per month and will be payable for a maximum of six months in total.

19. Terrorism injury benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers an *injury* as a result of an *act of terrorism* which results in benefits being payable under Part A – Accidental Death and Capital Benefits for Injury Types 1-7 (a), 8 (a) or 9 (a), we will pay a lump sum benefit of \$20,000, provided that the *insured person* reported the *act of terrorism* to the police or other relevant local authority within 24 hours of the incident occurring.

The maximum amount we will pay for all claims arising out of any one event, or series of related events, during the *period of insurance* shall not exceed \$200,000.

20. Unexpired membership benefit

If, whilst on a *journey*, an *insured person* suffers an *injury* which results in benefits being payable for:

- (a) a *capital benefit* of 100% (other than for *accidental death*); or
- (b) *temporary total disablement* or *temporary partial disablement* for which a *medical practitioner* certifies will continue for a minimum period of 26 weeks,

and in either case, is certified by a *medical practitioner* as preventing the *insured person* from continuing participation in any sport for which they have paid a membership, association or registration fee, we will pay the *insured person* a pro-rata refund of such fees paid for the current season up to an aggregate amount of \$3,000.

Conditions

1. We will not pay for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time whether relating to the same *injury* or *sickness* or not.
2. The amount of any benefit payable for *temporary total disablement* or *temporary partial disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this policy shall not exceed the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*. If the *insured person* surrenders, commutes, redeems or releases such claim or entitlement (whether in whole or part), the total amount of benefits under this policy will be reduced by the amount of payment to which the *insured person* would have been entitled or had right to claim.
3. Where in relation to a benefit payable under Injury Type 2, 19, 20, 21, 22 and/or 23 under the Table of Benefits we disagree with the opinion given by *your* or the *insured person's* medical practitioner or *mental health practitioner*, we reserve the right to, at our expense have the *insured person* for whom the claim for benefits is based examined by a *medical practitioner* or *mental health practitioner* of our choosing. If the *medical practitioner* or *mental health practitioner* of our choosing provide an opinion which is contrary to that of *your* or the *insured person's* *medical practitioner* or *mental health practitioner*, the opinion of an independent *medical practitioner* or *mental health practitioner* chosen by mutual consent will be sought. The opinion of the independent *medical practitioner* or *mental health practitioner* will be the basis for determining the extent of *permanent total disablement*, *temporary total disablement* or *temporary partial disablement*.
4. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this policy is in force, the *insured person* suffers a recurrence of *temporary total disablement* or *temporary partial disablement* from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* will be applied.

Where an *injury* requires surgical treatment which cannot be performed within 12 months from the date of that *injury*, provided the *insured person* can demonstrate that such treatment was known as necessary during that 12 month period and a *medical practitioner* certifies this, we will treat this 12 month period as a continuation of the first *injury* regardless of whether the *insured person* has been able to return to work for 6 months, provided surgery does not occur in a period in excess of 24 months from the original date of *injury*. Note, any continuation benefits shall still not exceed the total maximum Benefit Period as shown in the *schedule*.

5. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under Extension of Cover 13 'Guaranteed Payment' above, will be payable monthly in arrears.
6. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the *weekly benefit* for each day during which disablement continues.
7. The *insured person* must as soon as reasonably practical after the happening of an *injury* or *manifestation* of a *sickness* giving rise to a claim under this policy, obtain and follow the proper medical advice from a *medical practitioner or mental health practitioner*.
8. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2 or 3 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.
9. All benefits payable in respect of *temporary total disablement* and *temporary partial disablement* shall cease upon the earliest happening of the following:
 - (a) the *insured person* returning to normal work or duties or being cleared by a *medical practitioner or mental health practitioner* to return to normal work duties whether such work is available with *you* or not;
 - (b) the *insured person* retiring, accepting early retirement or voluntary redundancy;
 - (c) the *insured person* unreasonably failing to attend and/or make every practical effort to adhere to the recommendations detailed in their *rehabilitation plan* or health advice of their *medical practitioner or mental health practitioner*; or
 - (d) the death of the *insured person*.
10. In the event the *insured person* is medically certified as fit for suitable work or duties, but fails to engage in the hours the *insured person* is medically certified as fit to perform in the return to work program or rehabilitation program, benefits payable in respect of *temporary total disablement* and *temporary partial disablement* will be reduced by the hourly gross pre disability earnings rate the *insured person* would have been paid had they actually engaged in the duties for the hours they were medically certified as fit to do so. All benefits will cease upon the earliest happening of the following:
 - (a) the *insured person* is medically certified either by *your* treating *medical practitioner or mental health practitioner* or an independent *medical practitioner* appointed to examine the *insured person* by us, as fully fit to resume work in their *usual occupation*; or
 - (b) the *insured person* commences any employment with a different employer.
11. If two or more Injury Types under Part's A, D, E, F, G in the Table of Benefits occur as a result of the same *accident*, the total amount payable shall not exceed 100% of the *sum insured* for that part. Provided that the Maximum benefit payable, shall not exceed the sum insured shown in the schedule against Part A – Accidental Death and Capital Benefit.
12. The benefits payable under Part B and C of this Policy shall be subject to the following:
 - (a) the *excess period* stated in the *schedule* against Part B – Weekly Injury Benefits and/or Part C Weekly Sickness Benefits which will be calculated from the commencement of the *temporary total disablement* or *temporary partial disablement*; and
 - (b) the total aggregate benefit period as shown in the *schedule* in respect of *temporary total disablement* or *temporary partial disablement* arising from any one *injury* or *sickness*; and
 - (c) the maximum amount payable shall be equal to the percentage of salary shown in the *schedule* multiplied by the *insured person's salary*, or the *sum insured* stated in the *schedule*, whichever is the lesser.

13. The benefit payable under Part A – Accidental Death and Capital Benefits in respect of an *insured person* under 18 years of age, unless otherwise agreed by us, will be limited to a maximum:
- (a) \$25,000 for Injury Type 1 (Accidental Death) under the Table of Benefits; or
 - (b) \$250,000 for Injury Type 2 – 19 under the Table of Benefits,
- or the amount stated in the *schedule*, whichever is the lesser.
14. In respect of an *insured person* aged between 70 and under 75 years, the total aggregate period in respect of any *temporary total disablement* or *temporary partial disablement* arising from an *injury* or *sickness* shall be 52 weeks. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 75 years, unless otherwise stated in the *schedule*.
15. In respect of an *insured person* aged between 75 and under 85 years, no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits. This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 85 years, unless otherwise stated in the *schedule*.
16. In respect of an *insured person* aged between 85 years and under 90 years:
- (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will unless otherwise agreed by us, be limited to a maximum of \$250,000 or the amount stated in the *schedule* against Section 3 Personal Accident and Sickness, Part A – Accidental Death and Capital Benefits, whichever is the lesser; and
 - (b) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.
- This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
17. In respect of an *insured person* aged 90 years or over:
- (a) the benefit payable for Injury Type 1 (Accidental Death) and with respect to Injury Types 3-19 under the Table of Benefits will unless otherwise agreed by us be limited to a maximum of \$25,000 or the amount stated in the *schedule* against Section 3, Personal Accident and Sickness – Part A, Accidental Death and Capital Benefits whichever is the lesser; and
 - (b) no benefit shall be payable for Injury Type 2 (Permanent Total Disablement) under the Table of Benefits; and
 - (c) no benefit shall be payable for Injury Types 20, 21, 22 or 23 under the Table of Benefits.
- This condition will not prejudice any entitlement to claim benefits which arose before the *insured person* attained the age of 90 years, unless otherwise stated in the *schedule*.
18. In the event that the Capital Benefit Sum Insured as shown in the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown in the *schedule* against their respective category of *insured person* or such reduced amount as stated in conditions 14, 17 (a) or 18 (a) above.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused by:

1. any *pre-existing condition*, provided that this exclusion will not apply to any illness or disease which is a direct result of medical or surgical treatment rendered necessary by any *injury*.
2. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from; or as provided under Extension of Cover 16 'Miscarriage / premature childbirth benefit'.

Section 4 – Travel Disruption

Cover

1. Loss of deposits

If, during the *period of insurance*, *you* or an *insured person* incurs loss of, or additional travel and accommodation expenses paid in advance of a proposed *journey* following its necessary alteration or cancellation before its commencement due to:

- (i) the *insured person's* unexpected death, *injury* or *sickness* which results in the *insured person* being certified by a *medical practitioner* or *mental health practitioner* as being unable to commence the *journey* as planned;
- (ii) the unexpected death or *serious injury* or *serious sickness* of an *insured person's parent, close family member, close colleague* or *accompanying* travelling companion; or
- (iii) any other unforeseen circumstances (not related to *COVID-19*) outside the control of *you* or the *insured person*, other than those circumstances described in (i), or (ii) above or specifically described elsewhere in this policy,

we will reimburse *you* or the *insured person* for the lesser of:

- (a) the non-refundable unused portion of travel or accommodation arrangements; or
- (b) any reasonably incurred additional travel or accommodation expenses required to make alterations to the original *journey* arrangements to travel at another time,

up to the *sum insured* shown in the *schedule* against Loss of Deposits.

Conditions

- 1. Any loss of travel and accommodation expenses covered above that were purchased through the use of frequent flyer or similar reward points will be reimbursed at the retail price of the relevant travel and accommodation expense at the time it was purchased by *you* or the *insured person*.
- 2. Benefits under 'Loss of deposit' cover in this Section are limited to a maximum of \$5,000 in respect of an *insured person* aged 90 years or more.
- 3. Any credits or travel vouchers issued by the travel or accommodation provider to the *insured or insured person* in lieu of a cash settlement will reduce the non-refundable portion of pre-paid arrangements, and will reduce the amount payable under this policy, provided that such credit notes or vouchers:
 - (i) are valid for a reasonable period, and for at least 12 months from the date of loss; and
 - (ii) do not contain unreasonable additional or varied terms, conditions or limitations from those applying to the original booking.
- 4. Benefits under 'Loss of deposit' cover in this Section, in respect of clause 1. (iii) above, will only apply after 21 days from the original inception date of this policy and in respect to any *pure leisure travel* expenses incurred 21 days prior to a *journey*.

Cover

2. Cancellation and curtailment

If an *insured person* during the *period of insurance* and whilst on a *journey*:

- (a) incurs a loss of travel and accommodation expenses paid in advance; or
- (b) reasonably incurs any additional travel or accommodation expenses,

following necessary cancellation, alteration, or incompleteness of their *journey* due to:

- (i) the *insured person's* unexpected death, *injury* or *sickness* which results in the *insured person* being certified by a *medical practitioner* or *mental health practitioner* as being unable to continue the *journey* as planned;
- (ii) the unexpected death or *serious injury* or *serious sickness* of an *insured person's parent, close family member, close colleague* or *accompanying* travelling companion;

- (iii) disruption of the *insured person's* scheduled public transport services as a result of a *cyber incident*; or
- (iv) any other unforeseen circumstances (not related to *COVID-19*) outside the control of *you* or the *insured person*, other than those circumstances described in (i), to (iii) above or specifically described elsewhere in this policy,

we will reimburse *you* or the *insured person* the non-refundable unused portion of travel or accommodation arrangements, and/or reasonably incurred additional travel or accommodation expenses, up to the *sum insured* shown in the *schedule* against Cancellation and Curtailment.

Conditions

1. Any loss of travel and accommodation expenses covered above that were purchased through the use of frequent flyer or similar reward points will be reimbursed at the retail price of the relevant travel and accommodation expense at the time it was purchased by *you* or the *insured person*.
2. Benefits under 'Cancellation and curtailment' cover in this Section are limited to a maximum of \$5,000 in respect of an *insured person* aged 90 years or more.
3. Any credits or travel vouchers issued by the travel or accommodation provider to the *insured* or *insured person* in lieu of a cash settlement will reduce the non-refundable portion of pre-paid arrangements, and will reduce the amount payable under this policy, provided that such credit notes or vouchers:
 - (i) are valid for a reasonable period, and for at least 12 months from the date of loss; and
 - (ii) do not contain unreasonable additional or varied terms, conditions or limitations from those applying to the original booking.

Cover

3. Alternative employee / Resumption of assignment

If, during the *period of insurance*, *you* incur *alternative employee expenses* or *resumption of assignment expenses* as the direct result of an *insured person* dying or suffering a *serious injury* or *serious sickness* whilst on a *journey*, or a claim being admitted under Cancellation and curtailment, we will reimburse *you* for such expenses up to the *sum insured* shown in the *schedule* against Alternative employee / Resumption of assignment.

Condition

1. Expenses will be limited to a business class air flight (or economy if that was the class of ticket used by the *insured person* on the original *journey*) and other essential expenses incurred in such transportation of the *insured person*.

Exclusion

1. We will not be liable for any expenses which *you* or the *insured person* had paid, budgeted for or incurred prior to the commencement of a *journey* as part of the original travel budget allocation for that *journey*.

Cover

4. Missed transport connection

If, during the *period of insurance* and whilst on a *journey*, an *insured person* misses a transport connection due to a *cyber incident* or any unforeseen circumstances outside their or *your* control, and as a result would be unable to arrive at an officially scheduled meeting or conference which cannot be delayed, we will pay the reasonable extra travel expenses incurred (net of any recoveries that *you* or the *insured person* may be entitled to receive) for use of alternative public transport to enable the *insured person* to arrive at their destination at the scheduled time, up to the *sum insured* shown in the *schedule* against Missed transport connection.

Cover

5. Hijack and detention

If an *insured person*, during the *period of insurance* and whilst on a *journey*, is:

- (a) directly involved in a *hijack* and is *detained* for more than 12 continuous hours; or
- (b) *detained*, by any Government, State or other lawful authority for any reason (other than any *detention* attributable to the *insured person* breaking the law of any country or state),

we will pay the *insured person*:

- (c) up to \$1,000 per day for each completed 24 hour period of continued *detention*, up to a maximum of \$30,000; and
- (d) any of their own personal legal costs incurred as a result of being *detained*, up to a maximum of \$50,000.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss or expense:

1. incurred when an *insured person* is travelling or intending to travel against the advice of a *medical practitioner* or for the purpose of obtaining medical treatment or medical advice;
2. associated with a *serious injury* or *serious sickness*, where the person on who the claim depends has:
 - (a) received regular medical treatment or medication in the 30 days immediately prior to the date the *insured person's journey* was booked; or
 - (b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the date the *insured person's journey* was booked; or
3. recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance); or
4. arising out of:
 - (a) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been published warning before the date the *journey* was booked that such events were likely to occur;
 - (b) carrier caused delays or cancellations where the expenses are recoverable from the carrier;
 - (c) any business or financial or contractual obligations of *you*, the *insured person* or any other person;
 - (d) disinclination or change in plans on the part of the *insured person* or of any other person to travel;
 - (e) 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) the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal;
 - (g) *civil war* in circumstances where the *civil war* was in existence or there had been published warning that such events were likely to occur prior to the *insured person* booking their *journey*; or
 - (h) where financial loss has not occurred, such as an *insured person's* loss of enjoyment because of but not limited to adverse weather conditions or a planned itinerary being amended.

Section 5 – Baggage

Cover

If, during the *period of insurance* and whilst on a *journey*:

1. Baggage, Electronic Equipment and Money and Travel Documents

an *insured person* sustains *loss* of, theft of or damage to *baggage, electronic equipment, money or travel documents*, we will indemnify *you* or the *insured person* in respect of such *loss* or damage up to the corresponding *sum insured* shown in the *schedule* for Baggage, Electronic Equipment, Money or Travel Documents against Section 5 – Baggage.

2. Deprivation of baggage

an *insured person's baggage* is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight consecutive hours, we will reimburse any reasonable expenses incurred by an *insured person* in purchasing essential replacement clothing and toiletries up to the corresponding *sum insured* shown in the *schedule* for Deprivation of Baggage against Section 5 – Baggage.

Conditions

1. The *insured person* must take all reasonable precautions for the safety and supervision of all *baggage, electronic equipment, money or travel documents*.
2. The *insured person* should report all *loss* or damage attributable to theft, vandalism or loss or damage by carriers to the local police or appropriate authority as soon as reasonably practicable after the discovery of the *loss*, so that a report or incident number is available at the time of making any claim.
3. In respect of *business property* for the purpose of a *journey*, cover will commence at the time of collection from a place of work or 72 hours prior to commencement of the *journey*, whichever is the later and will continue for 72 hours after termination of the *journey* or until the *business property* is returned to the place of work, whichever occurs first.
4. In respect of coins or bank notes held for the purpose of a *journey*, cover will commence at the time of collection from a financial institution or 72 hours prior to commencement of the *journey*, whichever is the later and will continue for 72 hours after termination of the *journey* or until deposit at a financial institution, whichever occurs first.
5. In the event that a payment is made under this Section in respect of any property, we will be entitled to take and keep possession of such property for which a claim has been paid and to deal with it in any manner we see fit.
6. The maximum amount we will indemnify *you* or the *insured person* in respect of *loss* arising from the unauthorised or fraudulent use of *money or travel documents* is \$3,000.
7. If the *electronic equipment* is a mobile phone, we will only pay the cost of the replacement phone and not any contractual obligations that may exist.
8. An *excess* will apply for each claim for the *loss* of, theft of or damage to *electronic equipment*, as the amount will be as specified in the *schedule* against *electronic equipment*.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss, damage or expense incurred:

1. in respect of *baggage, electronic equipment, money or travel documents*:
 - (a) due to confiscation by customs or any other lawful authority where the *insured person's* use and/or possession of such item/s is unlawful; or
 - (b) recoverable by *you* and/or the *insured person* from any other source, e.g. airlines or other insurance including automatic credit card travel insurance.

2. in respect of *baggage* and *electronic equipment*:
- (a) shipped under any freight agreement or sent by postal or courier services;
 - (b) to vehicles or their accessories (except keys);
 - (c) to any goods intended for trade or sale;
 - (d) to any electronic data or software caused by:
 - (i) activity of moths, vermin or rodents, wear and tear, atmospheric or climate conditions;
 - (ii) gradual deterioration; or
 - (iii) mechanical or electrical failure;
 - (e) due to any process of cleaning, restoring, repairing or alteration; or
 - (f) due to scratching or breaking of fragile or brittle articles, if as a result of negligence of the *insured person*.
3. in respect of *electronic equipment*:
- (a) where theft or attempted theft occurs whilst such *electronic equipment* is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless *you* and/or the *insured person* has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation); or
 - (b) where loss or damage occurs whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the *insured person* as personal cabin baggage.
- This exclusion will not apply in circumstances where the *insured person* is prohibited from carrying the *electronic equipment* as personal cabin baggage by the carrier. Provided that where the *insured person* is so prohibited, the *electronic equipment* must be locked securely within the *insured person's* checked baggage.
4. in respect of *money* and *travel documents*:
- (a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
 - (b) in respect of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;
 - (c) in respect of loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the *journey*;
 - (d) where theft or attempted theft occurs whilst such *money* and *travel documents* is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless *you* and/or the *insured person* has no option other than to leave the *money* and *travel documents* unattended due to an emergency medical, security or evacuation situation); or
 - (e) where loss or damage occurs whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the *insured person* as personal cabin baggage. This exclusion will not apply in circumstances where the *insured person* is prohibited from carrying the *money* and *travel documents* as personal cabin baggage by the carrier. Provided that where the *insured person* is so prohibited, the *money* and *travel documents* must be locked securely within the *insured person's* checked baggage.

Section 6 – Political Unrest and Natural Disaster Evacuation

Cover

If, during the *period of insurance* and whilst on a *journey*:

1. an *insured person* is recommended to leave the country in which they are travelling by officials in that country due to political unrest in that country, including any reasonable and necessary costs and expenses incurred if deemed necessary by Zurich Assist to appoint specialist security personnel to provide assistance for, and if required be deployed to, the *insured person* due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the *insured person* and *insured*;
2. the Australian Government or the government of the *insured persons country of residence* issues a travel warning through its Department of Foreign Affairs and Trade (or equivalent foreign government authority responsible in the *insured persons country of residence* for setting travel advisories for citizens and/or residents) that recommends that certain categories of persons, which categories include the *insured person*, should leave that country due to political unrest in that country;
3. the *insured person* is expelled from or declared 'persona non grata' in that country;
4. there is wholesale seizure, confiscation or expropriation of the *insured person's* property, plant or equipment in that country; or
5. a major *natural disaster* has occurred in the country the *insured person* is in, necessitating his or her immediate evacuation in order to avoid risk of *injury* or *sickness* to himself or herself, we will pay the cost of the *insured person's*:
 - (a) return to their *country of residence* or the nearest place of safety using the most reasonably available method of transport which has been approved by Zurich Assist; or
 - (b) accommodation costs for up to 14 days if the *insured person* is unable to return to their *country of residence*, provided that the *insured* and/or *insured person* has first made every practicable attempt to contact Zurich Assist to have such expenses approved by us.

Limit of Liability

Our total liability for all claims arising under this Section, which arise out of any one event or series of related events, will not exceed the Aggregate specified in the *schedule* against Section 6 – Political Unrest and Natural Disaster Evacuation.

Condition

1. If an *insured person* is required to leave a country due to political unrest or a *natural disaster* event, *you* or the *insured person* should first contact Zurich Assist to obtain confirmation of cover for evacuation expenses and should follow any instructions or directions they may provide. Where reasonable, Zurich Assist will make the travel arrangements on behalf of the *insured person*.
2. *You* and/or the *insured person* should not attempt to make travel arrangements without first making reasonable attempts to advise Zurich Assist, as this may prejudice our rights and reduce the reimbursement of expenses under this policy.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss or expense arising from or caused by:

1. an *insured person* violating the laws or regulations of the country they are travelling in;
2. any failure on the part of the *insured person* to produce or maintain necessary immigration, work, residence travel or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a license;

5. an *insured person* being a national of the country which they are to be evacuated from;
6. the political unrest or *natural disaster* that resulted in an *insured person's* evacuation being in existence prior to the *insured person* entering the country;
7. the political unrest or its occurrence being foreseeable to a reasonable person before the *insured person* entered the country; or
8. political unrest in circumstances where there had been published warning prior to the *insured person* entering the country that such events were likely to occur.

Section 7 – Vehicle Excess Waiver

Cover

1. Rental vehicle excess waiver

We will reimburse *you* or the *insured person* for any excess, deductible or claim below the excess that would have been payable, up to the *sum insured* shown in the *schedule* against Section 7 – Vehicle Excess Waiver, that either *you* or the *insured person* are legally liable to pay in respect of loss of or damage to a *rental vehicle* during the *period of insurance* and within 24 hours prior to commencement of the *journey*, whilst on the *journey* and 24 hours after the *journey* has ceased, to where the *insured person* has:

- (a) rented the *rental vehicle* from a licensed rental agency;
- (b) effected all compulsory motor vehicle insurance against loss of or damage to the *rental vehicle* during the rental period which is offered by the rental organisation. Provided the compulsory insurance has been effected, there is no additional requirement under the policy to purchase excess buy back; and
- (c) complied with all requirements of the rental agency under the hiring agreement, and of the *rental vehicle* insurer.

Vehicle return

In the event that the *insured person* is unable to fulfil their contractual obligations under the rental agreement in returning the *rental vehicle* due to any circumstances which give rise to a claim under any other Section of this policy, we will also pay the costs incurred for the return of the *rental vehicle* up to a maximum of \$1,000.

2. Personal vehicle excess waiver

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers:

- 1. theft of their personal motor vehicle; or
- 2. damage to their personal motor vehicle whilst driving it for business purposes,

we will reimburse the *insured person*, following payment of their *excess*, for:

- (a) the prescribed excess paid under the *insured person's* comprehensive motor vehicle policy of insurance relative to the loss or damage to the *insured person's* personal motor vehicle and which is not legally recoverable from any other source;
- (b) the actual costs paid for any repairs to the vehicle should they be less than the prescribed excess applicable under the *insured person's* comprehensive motor vehicle policy of insurance relative to the damage to the *insured person's* personal motor vehicle and which is not legally recoverable from any other source;
- (c) any substantial cumulative loss of any no claim allowance not otherwise recoverable occurring as a result of the loss or damage to the *insured person's* personal motor vehicle; or
- (d) the cost of hiring a similar motor vehicle up to \$500 per week, in the event that the *insured person* has lost total use of their personal motor vehicle.

The maximum amount we will pay in respect to any one event involving an *insured person's* personal motor vehicle is up to:

- (i) \$2,000 for (a) and (b) above as a combined maximum limit; and
- (ii) \$2,500 for (c) and (d), in addition to any claims made under (a) and/or (b).

Conditions

In the event of a claim in respect of an *insured person's* personal motor vehicle, the *insured person* must supply us with:

1. 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 *insured person's* personal motor vehicle should they be less than the prescribed excess applicable under the *insured person's* comprehensive motor vehicle policy of insurance for claims under part 2 (a) or 2 (b) above; and
2. a letter from the *insured person's* motor vehicle insurer stating the amount of the excess paid and the dollar amount of any no claim bonus forfeited (stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient).

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss expense or liability arising from or caused by:

1. any use of the *rental vehicle* or the *insured person's* personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
2. the *insured person* being in charge of the *rental vehicle* or their personal motor vehicle whilst under the influence of a prescription or over the counter drug which they were advised by a *medical practitioner* or the drug manufacturer may render them incapable of proper motor vehicle control, or with a percentage of any illicit drug or alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
3. the illegal or criminal use of a *rental vehicle* or the *insured person's* personal motor vehicle by *you* or an *insured person*;
4. the use of the *rental vehicle* or an *insured person's* personal motor vehicle on any roadway that is inaccessible to two-wheel-drive vehicles;
5. the use of the *rental vehicle* or an *insured person's* personal motor vehicle by an *insured person* without holding a valid local or recognised international licence for the country the motor vehicle is being operated in; or
6. any vehicle that is not comprehensively insured.

Section 8 – Personal Liability

Cover

If, during the *period of insurance* and whilst on a *journey*, an *insured person* becomes legally liable to pay damages in respect of either:

1. personal injury to any person; or
2. loss of or damage to property,

and such injury or damage is accidental, we will indemnify the *insured person* up to the Limit of Liability shown in the *schedule* against Section 8 – Personal Liability:

- (a) against such damages; and
- (b) any legal costs and expenses which are recoverable by a claimant from the *insured person* and/or incurred with our consent in the investigation or defence of any claim.

Conditions

1. No admission, offer, promise, payment or indemnity will be made without our consent (which will not be unreasonably withheld or delayed) which can be applied for by calling Zurich Assist (+61 2 8907 5671).
2. We will be entitled to take over and conduct in the *insured person's* name the defence or settlement of any claim and we will have full discretion in the handling of any proceedings.
3. We may at any time pay to the *insured person*, in connection with any claim or series of claims arising from the one original cause, the Limit of Liability shown in the *schedule* against Section 8 – Personal Liability (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 be under 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.
4. If our prior written consent or approval is required for certain costs or expenses to be covered under this Section 8 – Personal Liability, and the *insured* or *insured person* has not first made contact with us and obtained our approval prior to incurring these costs or expenses (where reasonably practicable to do so), we may be entitled to reduce our liability under this Section 8 – Personal Liability to the extent that our rights have been prejudiced, which could result in us declining to cover some or all of the expenses that have been incurred.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable in respect of:

1. injury to any person arising in the course of their employment, contract of service, apprenticeship, voluntary work, work experience or consultancy with *you*;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of *you*, an *insured person* or any of *your* employees;
3. injury, loss or damage caused by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an *insured person* is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an *employee* or agent of *you* or an *insured person*;
4. injury, loss or damage to property caused by or arising from:
 - (a) the nature of products sold by *you* or an *insured person*;
 - (b) advice furnished by *you* or by an *insured person*; or
 - (c) the conduct of *your* business, trade or profession;
5. any liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any wilful, malicious or unlawful act or failure to act, provided that this does not apply to any *insured person* who is not the perpetrator of any such wilful, malicious or unlawful act or who did not know of or condone any such act.

Section 9 – Kidnap and Ransom

Cover

If, during the *period of insurance* and whilst on a *journey*, an *insured person* is *kidnapped*, we will reimburse *you* for *extortion / ransom monies* paid up to the *sum insured* shown in the *schedule* against Section 9 – Kidnap and Ransom.

We will also pay *you* for:

1. loss due to destruction, disappearance, seizure or usurpation of *extortion / ransom monies* while being delivered to a person demanding those monies by anyone who is authorised by *you* or an *insured person* to have custody thereof, provided however, that the *kidnap* or *extortion* which gave rise to the delivery is insured under this Section;
2. the amount paid by *you* for *other expenses* resulting directly from a *kidnap* or *extortion* occurring during the *period of insurance*;
3. the costs necessary to retain independent security consultants for the exclusive function of investigating the *kidnap*, negotiating the release of the *insured person*, paying any ransom or recovery of the *insured person* provided that the *insured* and/or *insured person* has made every practicable attempt to contact Zurich Assist to obtain our consent to the use of such consultants;
4. the reasonable costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants, and/or costs associated with the release of information through the media, to help protect and/or positively promote *your* business and corporate image, up to a maximum of \$10,000 for any one *kidnap*. Costs must be incurred within 60 days of, and be directly in connection with such *kidnap*; and
5. the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an *insured person* or their relative) to an *insured person* who was the victim of a *kidnap*, where the treatment is provided outside Australia and certified as *medically* necessary for the wellbeing of the *insured person*. The maximum amount we will pay is up to \$500 per visit, up to a maximum of \$5,000 per *insured person*.

Limit of Liability

Our total liability for all claims arising under this Section arising out of any one event or series of related events, will not exceed the Limit of Liability for Section 9 specified in the *schedule*.

Conditions

1. *You* and each and every *insured person* will make every reasonable effort not to disclose the existence of this insurance.
2. The maximum aggregate amount payable under this Section is limited to the *sum insured* shown in the *schedule* for Section 9 – Kidnap and Ransom.
3. A joint *kidnap* of more than one *insured person* will be considered a single *kidnap*.
4. To the extent that it is practicably possible, the *insured* and/or the *insured person* should not incur any *extortion / ransom monies* or any *other expenses* without seeking the approval of Zurich Assist as this may prejudice our rights and reduce the amount of reimbursement of expenses under this Section.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss expense or liability arising from or caused by:

1. 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;
2. the *kidnap* or *extortion* of an *insured person* permanently residing or staying for more than 180 consecutive days in the country where the *kidnap* or *extortion* occurs; or
3. any fraudulent or dishonest act committed by *you*, an *insured person* or any person *you* authorise to have custody of *extortion / ransom monies*.

Section 10 – Extra Territorial Workers’ Compensation

Cover

If, during the *period of insurance* and whilst on a *journey*, an *insured person* dies, or suffers an *injury* or *sickness*, we will indemnify *you* for compensation benefits consequently payable under any workers’ compensation legislation which provides benefits to injured workers or their dependents for death, *injury* or *sickness* arising out of or in the course of their employment or damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the Limits of Liability set out below.

Limit of Liability

1. In the case of a claim for compensation benefits, the difference between the benefits payable by *you* and the amount which the *insured person* or their dependents are entitled to claim under any workers’ compensation insurance which *you* were required to effect as described above but not to exceed the Limits of Liability specified in the *schedule* against Section 10 – Extra Territorial Workers’ Compensation.
2. In the case of a claim for damages at common law, the difference between the damages and legal costs payable by *you* and the amount of indemnity to which *you* would have been entitled under any workers’ compensation insurance which *you* were required to effect as described above but not to exceed the Limits of Liability specified in the *schedule* against Section 10 – Extra Territorial Workers’ Compensation.
3. The Limits of Liability are amounts specified in the *schedule* against Section 10 – Extra Territorial Workers’ Compensation and will apply as follows:
 - (a) Limit (A) is the limit of weekly compensation for each *insured person*;
 - (b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one *accident* whether involving one or more *insured persons*; and
 - (c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and *accidents* occurring during any one *period of insurance*, whether involving one or more *insured persons*.

Conditions

1. This Section applies only:
 - (a) in respect of *insured persons* who are employed by *you* or who are deemed by any applicable workers’ compensation legislation to be workers employed by *you* and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia; and
 - (b) if *you* maintained in force during the *period of insurance* of this policy, workers’ compensation insurance as required by the law of any State or Territory of Australia which applies to the employment of employees by *you* or *you* are licensed under such laws as a self-insurer; and
 - (c) while an *insured person* is working on a temporary basis (but not exceeding six months) outside the State or Territory in which the *insured person’s* usual place of employment is located.
2. If required by us, *you* will:
 - (a) make available to us such information and documentation in respect of a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into *your* possession; and
 - (b) authorise us to have access to the files and information held by any workers’ compensation insurer with whom *you* have effected insurance.
3. Any benefits otherwise payable under Section 2 – Overseas Medical Expenses and Section 3 – Personal Accident and Sickness, in respect of an *insured person* will be reduced by the amount of any benefit payable under this Section in respect of that *insured person*.

Exclusion

In addition to the General Exclusions Applicable to All Sections on page 20, we will not be liable for any loss or expense under this Section in respect of any claim for exemplary, punitive or aggravated damages.

Additional Benefits

1. Court attendance benefit

In the event a court requires an *insured person* to attend court in connection with an event that has resulted in a valid claim under Section 8 – Personal Liability, we will pay that *insured person* \$100 per day for each day they attend court in relation to that event, up to a maximum of \$1,000 per *insured person*.

2. Data recovery benefit

If, during the *period of insurance* and whilst on a *journey*, the *insured person* damages their laptop or computer hard drive, any external drive (including but not limited to flash drive, SD card, or similar storage), we will reimburse the *insured person* for expenses incurred to recover the data on the damaged drive.

The maximum amount we will pay is \$5,000 provided that data recovery is carried out by an information technology professional who is not a *close family member* or person permanently living with the *insured person*.

3. Funeral

In the event that an *insured person* dies whilst on a *journey*, we will reimburse all reasonable expenses to a maximum of \$50,000 for the *insured person's*:

- (a) funeral, burial or cremation; or
- (b) costs (excluding funeral and interment costs) incurred in transporting the *insured person's* body or ashes and personal effects back to a place nominated by the legal representative of the *insured person's* estate including the costs necessarily incurred for one *close relative* to accompany the transportation of the *insured person's* body or ashes.

4. Home burglary benefit

If, whilst on a *journey*, an *insured person's* home, which is completely unoccupied for the duration of the *journey*, is burgled, we will reimburse the *insured person* any prescribed excess paid under their home contents insurance policy up to a maximum of \$1,000.

5. Identity theft protection

In the event that an *insured person* is the victim of *identity theft* as a result of their *documents* having been stolen whilst on a *journey*, we will indemnify the *insured person* for reasonable legal expenses incurred with our prior written consent, up to a maximum of \$15,000:

- (a) to pursue closure of any disputed areas, accounts or credit facilities;
- (b) for re-submitting 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*;
- (c) for notarising affidavits or other similar documents, amending or rectifying records in regard to the *insured person's* true name or identity as the result of *identity theft*;
- (d) to defend any suit brought against the *insured 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*; or
- (e) to remove any civil judgment wrongfully entered against the *insured person* as a result of *identity theft*.

Conditions

- 1. To the extent that it is practicably possible, the *insured* and/or the *insured person* should not incur expenses in connection with this benefit without seeking the approval of Zurich Assist as this may prejudice our rights and reduce the amount of reimbursement of expenses under this Section.
- 2. We reserve our rights against any *insured person* who does not reasonable attempt to make contact with and/or follow the instructions and directions of Zurich Assist and/or prejudices our rights.

Exclusions

In addition to the General Exclusions Applicable to All Sections on page 19, we will not be liable for any loss, damage, liability or expense in respect to *identity theft* for:

1. any item which has been purchased by fraudulent use of the *insured person's* identity;
2. any loss arising from any business pursuits or the theft of a commercial identity;
3. any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the *insured person's* identity, where civil or criminal action is, or has been, taken against the *insured person*;
4. authorised charges that the *insured person* has disputed based on the quality of goods or services;
5. theft of the *insured person's* identity by a family member who lives with the *insured person* at the *insured person's* home address in their *country of residence*;
6. authorised account transactions or trades that the *insured person* has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
7. any incident of *identity theft* that does not occur within 12 months from the date the *insured person's* *documents* were stolen whilst on a *journey*;
8. any incident of *identity theft* for which the *insured person* has not lodged a report with the police and/or cannot provide a copy of the police report; or
9. any costs or expenses in connection with any claim not agreed in advance by us.

6. Keys and locks

In the event of a valid claim under Section 5 – Baggage, where an *insured person* has lost their identification and keys at the same time, we will reimburse the *insured person* up to \$1,000 for the actual costs incurred for the replacement of keys and locks to their home, work and/or motor vehicle.

7. Partner retraining benefit

If, during the *period of insurance* and whilst on a *journey*, an *insured person* suffers *accidental death* or *permanent total disablement*, we will pay, at *your* request, up to \$10,000 towards the actual costs incurred for the training or retraining of the *insured person's spouse* or *partner*:

- (a) for the purpose of obtaining gainful employment;
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to the *insured person*,
provided that:
 - (i) the *spouse* or *partner* is aged under 70 years at the commencement of such training;
 - (ii) the training is provided by a recognised institution with qualified skills to provide such training; and
 - (iii) all such expenses are incurred within 24 months from the date the *insured person* suffered the *injury* for which the claim depends.

8. Pet boarding expenses

If, during the *period of insurance* and whilst on a *journey*, the *insured person's journey* is unexpectedly extended due to unforeseen circumstances outside the control of the *insured person*, which results in the *journey* being delayed by more than 24 hours, we will reimburse the *insured person* for reasonable expenses incurred for additional pet boarding due to the late return.

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

9. Repatriation of belongings

If, during the *period of insurance* and whilst on a *journey*, the *insured person*:

- (a) suffers an *injury* or suffers *sickness* for which they are hospitalised for a period of more than 24 hours; or
- (b) is evacuated and repatriated, and as a result is separated from their belongings,

we will reimburse expenses necessarily incurred in returning the *insured person's baggage, 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.

10. Spouse or partner accidental death benefit

If, during the *period of insurance* and whilst the *insured person* is on a *journey*, the *insured person's spouse* or *partner* (who is not travelling with the *insured person*) suffers an *accidental death*, we will pay the *insured person* a lump sum benefit of \$25,000.

Zurich Australian Insurance Limited

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