



Business Travel Insurance

Vertex Policy Wording

Aon Risk Services Australia Limited
ABN 17 000 434 720 AFSL No. 241141

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Contents

General Definitions

The **Policy** consists of 15 Sections with the following cover. You can choose any or all of the following types of cover.

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The types of cover you have chosen will be shown on the **Schedule** which attaches to the **Policy**.

General Definitions

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

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

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

Bodily Injury means a bodily injury resulting solely and directly from an **Accident** and which occurs independently of any illness or any other cause, where the bodily injury and **Accident** both occur during the **Period of Insurance** and while the person is a **Covered Person**. It does not mean a **Sickness** or a **Pre-Existing Condition**.

Civil War means any of the following, whether declared or not: armed opposition, insurrection, revolution, armed rebellion, sedition, between two or more parties belonging to the same country where the opposing parties are of different ethnic religious or idealistic groups.

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

Close Colleague means:

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

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

Country of Residence means the country:

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

Covered Person means a person who meets the criteria specified for a **Covered Person** in the **Schedule** and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. They are a person that is legally entitled to claim under the **Policy** by reason of the operation of Section 48 of the Insurance Contracts Act 1984 (Cth) and on no other basis. A **Covered Person** is not a contracting insured under the **Policy** with **Us**. **Our** agreement is entered into with the **Policyholder**.

Dependent Child means a **Covered Person's** and/or their **Spouse/Partner's** unmarried dependent child (including step or legally adopted child) as long as they are under 19 years of age or under 25 years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the **Covered Person** for maintenance and support.

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

- the **Policyholder**;
- the **Covered Person**;
- a **Close Relative** of the **Covered Person**; or
- an **Employee** of the **Policyholder**.

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

Employee means any person in the **Policyholder's** service including directors (executive and non-executive), board members and (except for Section 11 – Extra Territorial Workers' Compensation) includes consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

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

Event(s) means the **Event(s)** described in the relevant Table of Events set out in Section 1 (Personal Accident & Sickness) of the **Policy**.

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

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

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

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

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

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

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

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

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

Policyholder means:

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

Pre-Existing Condition means:

- (a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a **Doctor** or dentist in the 12 months immediately prior to the **Covered Person's Journey**; or
- (b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware at the time of booking their **Journey**.

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

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

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

Salary means:

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

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

Serious Injury or **Serious Sickness** means a medical condition which a **Doctor** certifies as being life threatening and for which the person on whom the claim depends, has not:

- (a) received regular medical treatment or medication in the 30 days immediately prior to the commencement date of the **Covered Person's Journey**; or
- (b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six months immediately prior to the commencement date of the **Covered Person's Journey**.

Sickness means any illness or disease of the **Covered Person** occurring during the **Period of Insurance** and while the person is a **Covered Person** and on a **Journey**.

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

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

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

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

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

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

Section 1 Personal Accident & Sickness

Extent of Cover

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

1.1 Personal Accident

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

- (i) is as a result of a **Bodily Injury** which occurred while on a **Journey**; and
- (ii) the **Event** occurs within 12 months of the date of the **Bodily Injury**,

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

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

- (i) the **Bodily Injury**; and
- (ii) the **Journey**,

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

1.2 Sickness

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

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

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

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

- (i) the **Sickness**; and
- (ii) the **Journey**,

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

Section 1 Definitions

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

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

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

Foot means the entire foot below the ankle.

Hairline Fracture means mere cracks in the bone.

Hand means the entire hand below the wrist.

Loss means, in connection with:

- (i) a **Limb**, **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- (ii) an eye, total and **Permanent** loss of all sight in the eye;
- (iii) hearing, total and **Permanent** loss of hearing;
- (iv) speech, total and **Permanent** loss of the ability to speak;

and which in each case is caused by **Bodily Injury**.

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

Other Fracture is any fracture other than a **Simple Fracture**.

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

Permanent means having lasted 12 consecutive months and at the expiry of that period is beyond hope of improvement.

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

- (i) the **Covered Person's** disability is **Permanent**; and
- (ii)
 - (a) where the **Covered Person** is aged 75 years or under, the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; or
 - (b) where the **Covered Person** is over 75 years of age and up to but not including 85 years of age, the **Covered Person** is entirely and continuously unable to engage in, perform or attend to any occupation or business.

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

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

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

Table of Events

1.3 Part A – Lump Sum Benefits

Cover for an **Event** under this part applies only if an amount for that **Event** is shown in the **Schedule** against Section 1, Part A – Lump Sum Benefits.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits.
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one eye	100%
6. Loss of use of two Limbs	100%
7. Loss of use of one Limb	100%
8. Permanent and incurable insanity	100%
9. Loss of hearing in:	
(a) both ears	100%
(b) one ear	30%
10. Permanent loss of use of four Fingers and Thumb of either Hand	80%
11. Permanent loss of the lens of:	
(a) both eyes	100%
(b) one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent loss of use of four Fingers of either Hand	50%
14. Permanent loss of use of one Thumb of either Hand:	
(a) both joints	30%
(b) one joint	15%
15. Permanent loss of use of Fingers of either Hand:	
(a) three joints	15%
(b) two joints	10%
(c) one joint	5%
16. Permanent loss of use of Toes of either Foot:	
(a) all – one Foot	15%
(b) great – both joints	5%
(c) great – one joint	3%
(d) other than great – each Toe	1%
17. Fractured leg or patella with established non-union	10%
18. Shortening of leg by at least 5cm	7.5%
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us . In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.

1.4 Part B – Bodily Injury Benefits

Surgery Benefits

Cover for an **Event** under this part applies only if:

- (i) an amount is shown in the **Schedule** against Section 1, Part B – Bodily Injury Resulting in Surgery;
- (ii) the surgery is undertaken outside Australia; and
- (iii) the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must be carried out within 12 months of the date of the Bodily Injury .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part B – Bodily Injury Resulting in Surgery.
20. Craniotomy	100%
21. Amputation of a limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

Weekly Benefits

Cover for an **Event** under this Part applies only if an amount is shown in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits.

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

1.5 Part C – Sickness Benefits

Surgery Benefits

Cover for an **Event** under this part applies only if:

- (i) an amount is shown in the **Schedule** against Section 1, Part C – Sickness Resulting in Surgery;
- (ii) the surgery is undertaken outside Australia; and
- (iii) the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.

THE EVENTS	THE BENEFITS
Note: The following surgical procedure(s) must occur within 12 months of the first occurrence of the Sickness .	The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part C – Sickness Resulting in Surgery .
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	5%

Weekly Benefits

Cover for an **Event** under this part applies only if an amount is shown in the **Schedule** against Section 1, Part C – **Sickness Weekly Benefits**.

THE EVENTS	THE BENEFITS
Note: The following Event(s) must occur within 12 months of the first occurrence of the Sickness .	
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part C – Sickness Weekly Benefits , but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown in the Schedule against Section 1, Part C – Sickness Weekly Benefits less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so, then the benefit payable will be 25% of the Covered Person's Salary .

1.6 Part D – Fractured Bones – Lump Sum Benefits

Cover for an **Event** under this part applies only if an amount is shown in the **Schedule** against Section 1, Part D – **Fractured Bones – Lump Sum Benefits**.

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

The maximum benefit payable for any one **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D – **Fractured Bones – Lump Sum Benefits**.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of 5% of the amount shown in the **Schedule** against Section 1, Part D – **Fractured Bones – Lump Sum Benefits**.

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

Cover for an **Event** under this part applies only if an amount is shown in the **Schedule** against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

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

The maximum benefit payable for any one **Bodily Injury** resulting in loss of teeth or dental procedures will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits. A limit per tooth applies and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – sub-limit.

Section 1 Additional Cover

1.8 Additional Cover

1.8.1 Disappearance

If:

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

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

Conditions applicable to Disappearance cover

1. Where the **Accidental Death** benefit in the Table of Events (Event 1) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate give **Us**:
 - (a) a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person** did not die as a result of a **Bodily Injury**; and
 - (b) where the cause of the **Covered Person's** disappearance is unknown, a Death Certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent.
2. Where the cause of the **Covered Person's** disappearance is unknown, the disappearance must be reported;
 - (a) to the local police and a written report obtained; and
 - (b) where the disappearance occurs outside the **Covered Person's Country of Residence**, to the applicable embassy, consulate or other representative of the **Country of Residence** and a written report obtained.

1.8.2 Escalation of Claim Benefit

After paying a benefit under Events 25 and/or 26 or Events 31 and/or 32 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 5% per annum.

1.8.3 Exposure

If:

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

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

1.8.4 Guaranteed Payment

If a **Covered Person** sustains a **Bodily Injury** or suffers a **Sickness** for which benefits are payable under Events 25 or 31, **We** will immediately pay 12 weeks benefits provided that the **Policyholder** or a **Covered Person** gives **Us** proper medical evidence from a **Doctor** certifying that the total period of **Temporary Total Disablement** will be a minimum of 26 weeks.

Section 1 Extensions

1.9 Extensions

The following Extensions automatically apply to this **Policy**, provided they are shown as “Applicable” or have a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

1.9.1 Corporate Image Protection

If:

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

any **Covered Person** suffers a **Bodily Injury** and, in **Our** opinion, this is likely to result in a valid claim under the **Policy** with respect to Section 1 Part A – Lump Sum Benefits Events 1 – 9 (a), **We** will reimburse the **Policyholder** for the actual costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement:

- (i) to engage as necessary image consultants and public relations consultants; and
- (ii) to release information through the media.

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

Conditions applicable to Corporate Image Protection cover

1. The **Policyholder** must have **Our** prior written agreement before any costs are incurred to protect and/or positively promote the **Policyholder's** business and image.
2. Costs must be incurred within 15 days of, and directly in connection with, such **Bodily Injury(ies)**, to protect and/or positively promote the **Policyholder's** business and image.
3. Payment is subject to the **Policyholder** giving **Us** a signed undertaking that any amount paid to the **Policyholder** will be repaid to **Us** if, after **Our** payment, it is found that a valid claim did not or will not eventuate.

1.9.2 Dependent Child Supplement

If:

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

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

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

1.9.3 Independent Financial Advice

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

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

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

1.9.4 Partner Retraining Benefit

If:

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

the **Covered Person** suffers an **Accidental Death** or **Permanent Total Disablement**, **We** will pay, if asked by the **Policyholder**, the **Covered Person** or representatives of the **Covered Person's** estate, the actual costs incurred for the training or retraining of the **Covered Person's Spouse/Partner**:

- (i) for the purpose of obtaining gainful employment; or
- (ii) to improve their employment prospects; or
- (iii) to enable them to improve the quality of care they can provide to the **Covered Person**

provided always that:

- (i) the **Spouse/Partner** is aged under 65 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 **Covered Person** suffered the **Bodily Injury** for which the claim depends.

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

1.9.5 Spouse/Partner Accidental Death Benefit

If:

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

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

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

1.9.6 Tuition or Advice Expenses

When Events 25 and/or 26 or Events 31 and/or 32 occur, for which benefits are payable, **We** will reimburse expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to a **Covered Person** by a licensed vocational school, provided such tuition or advice is given with **Our** prior written agreement and the agreement of the **Covered Person's Doctor**.

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

Section 1 Exclusions

1. If a **Covered Person** suffers a **Bodily Injury** resulting in any one of Events 2–9(a), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person**.
2. **We** will not pay benefits for more than one of Events 1 to 19 in respect of the same **Bodily Injury**.
3. **We** will not pay benefits:
 - (i) for Events 25, 26, 31 and 32:
 - (a) in excess of a total aggregate period as shown in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits in respect of any one **Bodily Injury** or **Sickness**;
 - (b) during the **Excess Period** stated in the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits, calculated from the commencement of the **Temporary Total Disablement** or **Temporary Partial Disablement**; and

- (c) after that **Excess Period**, in an amount which exceeds the lesser of:
 - (X) the maximum **Salary** stated in the **Schedule** against Section 1, Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits; or
 - (Y) the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits,

For example, if the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits states:

- the applicable percentage is 85%; and
- the maximum **Salary** is \$2,000;

Example (A) if a **Covered Person's Salary** is \$2,000 then that **Covered Person's** maximum benefit will be \$1,700 i.e. 85% of \$2,000.

Example (B) if a **Covered Person's Salary** is \$3,000 then that **Covered Person's** maximum benefit will be \$2,000 i.e. the lesser of:

- (i) 85% of \$3,000 = \$2,550; or
- (ii) \$2,000

- (ii) unless the **Covered Person**, as soon as possible after the happening of any **Bodily Injury** or the manifestation of any **Sickness** giving rise to a claim under the **Policy**, procures and follows proper medical advice from a **Doctor**;
 - (iii) for more than one of Events 25 and/or 26 or Events 31 and/or 32 that occur for the same period of time; and
 - (iv) for more than one of the surgical benefits described in Events 20 to 24 and 27 to 30, in respect of any one **Bodily Injury** or **Sickness**.
4. Unless otherwise agreed with **Us**, **We** will not pay weekly benefits for **Bodily Injury** under Part B (Events 25 or 26) or for **Sickness** under Part C (Events 31 or 32) of the Table of Events with respect to a **Covered Person** over the age of 75 years. This will not prejudice any entitlement to claim benefits which has arisen on or before a **Covered Person** attained the age of 75 years.
 5. **We** will not pay benefits for Events 31 and 32 with respect to any **Sickness** which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising therefrom.
 6. **We** will not pay benefits for an **Event(s)** which is directly or indirectly related to a **Pre-Existing Condition**.

Section 1 Conditions

1. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:
 - (i) periodic compensation benefits payable under any workers compensation or accident compensation scheme; and
 - (ii) the amount of any sick pay received, or at the direction of the **Policyholder** sick leave entitlement, or any disability entitlement;
 so that the total amount of any such benefit or entitlement together with any benefits payable under the **Policy** does not exceed the applicable percentage of the lesser of:
 - (a) the maximum **Salary** stated in the **Schedule** against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits, as applicable; or
 - (b) the **Covered Person's Salary**.

For example, if:

- (A) the applicable percentage is 75%;
- (B) the maximum **Salary** stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Bodily Injury Weekly Benefits or against Part C – Sickness Weekly Benefits;
- (C) a **Covered Person's Salary** is \$1,500;
- (D) the **Covered Person** is entitled to benefits of (say) \$500 per week under a compensation scheme described in 1 (i) above,

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

2. Where, in relation to benefits payable for Events 2, 25, 26, 31 and/or 32, **We** do not agree with the opinion given by the **Doctor** ('the initial **Doctor**'), **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain an independent **Doctor's** opinion which will be the opinion for the purposes of the definitions of **Permanent Total Disablement**, **Temporary Partial Disablement** and **Temporary Total Disablement**.
3. If as a result of **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause or causes then, for the purpose of applying the **Excess Period** only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least 6 consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.

Where a **Bodily Injury** requires surgical treatment which cannot be performed within 12 months from the date of that **Bodily Injury**, provided the **Covered Person** can demonstrate that such treatment was known as necessary during that 12 month period and a **Doctor** certifies this, **We** will treat this 12 month period as a continuation of the first **Bodily Injury** regardless of whether the **Covered Person** has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of **Bodily Injury**.
4. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Section 1 – Additional Cover, **We** will pay weekly benefits for Events 25, 26, 31 and 32 monthly in arrears. **We** will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.
5. All benefits which **We** pay under Section 1 – Personal Accident & Sickness cover will be paid to the **Policyholder** or such person or persons and in such proportions as the **Policyholder** nominates, unless otherwise specified in the **Policy**.
6. If as a result of **Bodily Injury**, the **Covered Person** is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 will cease from the date of such entitlement.
7. Should a benefit be payable under this Section of the **Policy** that is also payable under any other insurance policy held with the same Insurer, only one policy can be claimed against (i.e. the policy with the greatest benefit).

Section 1 Limits

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

Section 2 Kidnap & Ransom/Extortion Cover

Extent of Cover

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

lf:

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

the **Covered Person** is **Kidnapped** or allegedly **Kidnapped**, **We** will reimburse the **Policyholder** for:

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

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

Section 2 Definitions

Extortion means intimidation by a threat or series of threats to **Kidnap** or to cause **Bodily Injury**.

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

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

Kidnap Related Expenses mean any of the following:

1. reasonable payments made by the **Policyholder** to a person who provided information which led to the arrest of the individual(s) responsible for a **Kidnap** or **Extortion** insured hereunder;
2. reasonable and customary loan costs incurred by the **Policyholder** from a financial institution providing **Money** to be used for payment of **Extortion/Ransom Monies**;
3. reasonable and customary travel and accommodation costs incurred by the **Policyholder** or a **Covered Person** as a result of a **Kidnap** or **Extortion**;
4. **Salary** paid by the **Policyholder** to a **Covered Person** or on behalf of a **Covered Person** who is the victim of a **Kidnap** or **Extortion** up to:
 - (i) 30 days after the release of the **Covered Person** from a **Kidnap**; or
 - (ii) discovery of the death of the **Covered Person**; or
 - (iii) 120 days after the **Policyholder** receives the last credible evidence that the **Covered Person** is still alive; or
 - (iv) 60 months from the date of the **Kidnap**, if the victim has not been released.

5. payments made by the **Policyholder** for a temporary replacement **Employee** hired to perform the duties of a **Kidnap** victim for the duration of a **Kidnap** and upon release, for a further 30 day period but does not include payments made more than 60 months from the date of the **Kidnap**;
6. personal financial loss suffered by the **Covered Person(s)**;
7. travel costs of a **Covered Person** who is the victim of a **Kidnap** to join their immediate family upon their release and the travel costs of an **Employee** to replace the **Kidnap** victim. Travel costs will be at economy fare and will be applied once per **Covered Person** and replacement person;
8. reasonable and customary fees and expenses of a qualified interpreter to assist the **Policyholder** or a **Covered Person** in the **Event** of a **Kidnap** or **Extortion**; and
9. any other reasonable and customary expenses incurred by the **Policyholder** with **Our** prior approval in resolving a **Kidnap** or **Extortion** insured hereunder.

Section 2 Conditions

1. Cover under this Section is per event noting that a **Kidnap** in which more than one **Covered Person** is abducted will be considered a single **Kidnap**.
2. The **Policyholder** and each **Covered Person** will make a reasonable effort not to disclose the existence of this insurance.
3. Cover under this Section is subject to this **Policy's** Aggregate Limit of Liability as per the General Provisions Applicable to the **Policy**.

Section 2 Exclusions

We are not liable for:

1. any loss resulting from the surrender of **Money** or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are **Extortion/Ransom Monies** being stored or transported for the purpose of paying an **Extortion** or **Kidnap** demand;
2. any loss from the **Kidnap** or **Extortion** of a **Covered 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 the **Policyholder**, a **Covered Person** or any person the **Policyholder** authorises to have custody of **Extortion/Ransom Monies**.

Section 3 Hijack & Detention

Extent of Cover

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

3.1 Hijack & Detention

If:

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

the **Covered Person** is:

- (a) forcibly **Detained** for more than 12 hours as a direct result of a **Hijack**; or
- (b) **Detained** for more than 12 hours, by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 1 below),

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

3.2 Legal costs

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

Section 3 Definitions

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

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

Section 3 Exclusion

We are not liable for any **Detention** attributable to the **Covered Person** breaking the law of any country or state.

Section 4 Medical & Additional Expenses & Cancellation & Curtailment Expenses

Extent of Cover

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

4.1 Medical & Additional Expenses

If:

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

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

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

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

4.1.1 Medical and Additional Expenses sub-limits

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

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

Section 4.1 Definitions

Medical and Additional Expenses means:

- (i) all reasonable costs necessarily incurred outside the **Covered Person's Country of Residence** (and Australia) for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **Doctor** reasonably and necessarily incurred as a direct result of the **Covered Person's Accidental Death, Bodily Injury** or **Sickness**;
- (ii) all reasonable costs necessarily incurred outside the **Covered Person's Country of Residence** for emergency dental treatment to restore or replace sound natural teeth lost or damaged as result of a **Bodily Injury**, or to resolve acute, spontaneous and unexpected onset of pain provided those expenses are as a direct result of a **Bodily Injury** or **Sickness**;
- (iii) additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the **Covered Person's Bodily Injury** or **Sickness**;
- (iv) reasonable travel and accommodation expenses of a maximum of two **Close Relatives** and/or **Close Colleagues** and/or travelling companions of the **Covered Person** who, as a result of the **Covered Person's Bodily Injury** and **Sickness**, are required to travel to or remain with the **Covered Person** on written medical advice and which is approved or organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy**;
- (v) expenses related to the evacuation of the **Covered Person** to the most suitable hospital or to the **Covered Person's Country of Residence** as a direct result of their **Bodily Injury** or **Sickness**, including necessary expenses incurred for qualified medical staff to accompany the **Covered Person**, provided such evacuation is recommended by a **Doctor** and is organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy**;
- (vi) all expenses incurred in repatriating the **Covered Person** to the most suitable hospital or to the **Covered Person's** home address provided that such repatriation is as a direct result of them suffering a **Bodily Injury** or **Sickness** and is necessary on medical advice and is organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy**;
- (vii) **Dentures Expenses** which means expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the **Covered Person's Bodily Injury**;
- (viii) **Ongoing Medical Expenses** which means expenses incurred after the **Covered Person's** return to their **Country of Residence** (unless specifically excluded under the Section 4 Exclusions below), for a period of up to 24 months, as a direct result of their **Bodily Injury** or **Sickness**. If a **Covered Person's Country of Residence** is not Australia, **We** will continue to cover their expenses for a period of up to 24 months up to the amount shown on the **Schedule** against Section 4 – Medical & Additional Expenses – Sub-Limits – Ongoing Medical Expenses outside of Australia; and

- (ix) **Reasonable Funeral Expenses** means expenses incurred outside the **Covered Person's Country of Residence** for the burial or cremation of the **Covered Person** or costs (excluding funeral and interment costs) incurred in transporting the **Covered Person's** body or ashes and personal effects back to a place nominated by the legal representative of the **Covered Person's** estate, as a direct result of the **Covered Person's** death.

4.2 Cancellation & Curtailment Expenses

If:

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

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

- (i) travel,
- (ii) hotel, or
- (iii) out-of-pocket expenses (including the use of Frequent Flyer or similar rewards points, as described in Section 6) as a result of any of the following circumstances:
 - (a) the unexpected death, **Serious Injury** or **Serious Sickness** of a **Close Relative**, **Close Colleague** or travelling companion of a **Covered Person**; or
 - (b) the **Covered Person** sustains a **Bodily Injury** or contracts a **Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to continue the **Journey**; or
 - (c) the **Covered Person's** residence or business suffers major loss or damage; or
 - (d) any other unforeseen circumstances outside the control of the **Policyholder** or the **Covered Person** not otherwise excluded under the **Policy**;

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

The maximum amount We will pay is the amount shown in the **Schedule** against Section 4 – Cancellation & Curtailment Expenses.

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

4.3 Section 4 Extensions

The following Extensions automatically apply to this **Policy**, provided they are shown as "Applicable" or have a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

4.3.1 Continuous Worldwide Bed Confinement

If:

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

the **Covered Person** suffers a **Bodily Injury** or **Sickness** which results in them being confined to bed by a **Doctor** for a period in excess of 48 hours, We will pay the **Policyholder** or **Covered Person** a daily benefit for each day of bed confinement up to a maximum number of consecutive days.

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

4.3.2 Financial Insolvency

If the **Policyholder** or the **Covered Person** necessarily incurs reasonable additional expenses due to the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of that person's, company's or organisation's financial default, We will reimburse the **Policyholder** or the **Covered Person** for those expenses.

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

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

Conditions applicable to Financial Insolvency cover:

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

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

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

4.3.3 HIV/AIDS contracted through Bodily Injury or Accident

If:

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

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

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

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

We will only pay **Medical and Additional Expenses** under this Extension where the **Covered Person** is positively diagnosed within 90 days from the date of the **Bodily Injury** or **Accident** as infected with HIV or suffering from AIDS.

4.3.4 Trauma Counselling Benefit

If:

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

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

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

Section 4 Exclusions

We will not pay any expenses:

1. incurred where a **Journey** is undertaken against the advice of a **Doctor** or when the **Covered Person** is unfit to travel or if the purpose of the **Journey** is to enable the **Covered Person** to seek medical attention for a **Pre-Existing Condition**;
2. incurred after the period of 24 months from the date the **Covered Person** suffers a **Bodily Injury** or **Sickness**;
3. incurred as a result of treatment or services rendered within Australia for which a benefit is paid or would be payable by:
 - (i) Medicare in accordance with the Health Insurance Act 1973 (Cth);
 - (ii) any workers' compensation law; or
 - (iii) any transport accident law; or
 - (iv) any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law;
4. which would contravene the applicable laws of the country in which the medication or medical treatment is being administered;
5. recoverable by the **Policyholder** and/or a **Covered Person** from any other source;
6. incurred for any medication or ongoing treatment for a **Pre-Existing Condition** and which medication or treatment the **Covered Person** has been advised to continue during travel;
7. relating to or resulting from, a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except in respect of **Medical and Additional Expenses** covered under the Section 4.3.3 Extension – HIV/AIDS contracted through Bodily Injury or Accident;
8. incurred for routine medical, optical or dental treatment or consultation. Dental treatment is limited to emergency only and must be certified as necessary by a **Doctor** or dentist;
9. arising directly or indirectly out of:
 - (i) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the **Journey** commenced that such events were likely to occur;
 - (ii) civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to the commencement of the **Journey**;
 - (iii) carrier caused delays or cancellations where the expenses are recoverable from the carrier;
 - (iv) any business or financial or contractual obligations of the **Policyholder**, the **Covered Person** or any other person;
 - (v) disinclination on the part of the **Covered Person** or of any other person to travel; or
 - (vi) the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour.
10. where a financial loss has not occurred; such as a **Covered Person's** loss of enjoyment as a result of, but not limited to, adverse weather conditions or a planned itinerary being amended.

Section 5 Emergency Assistance

Extent of Cover

The **Emergency Assistance Provider** and contact details are shown in the **Schedule** against Section 5 – Emergency Assistance.

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

If:

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

the **Covered Person** requires emergency assistance, the **Covered Person** should immediately contact the **Emergency Assistance Provider**. The **Emergency Assistance Provider** will then provide the **Covered Person** with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and organised by the **Emergency Assistance Provider**:

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

Section 5 Conditions

1. The **Emergency Assistance Provider** must be promptly informed of any potential claim under this Section.
2. The **Policyholder** and/or the **Covered Person** must not attempt to resolve problems encountered without advising the **Emergency Assistance Provider** as this may prejudice reimbursement of expenses.
3. If assistance is provided in good faith to any person not insured under the **Policy**, the **Policyholder** must reimburse **Us** for all costs incurred.
4. Any undertaking/arrangements on behalf of the **Covered Person** who does not make contact with and/or prejudices **Our** rights will not be considered. **We** will consider cover, however, if the **Covered Person** for reasons beyond their control could not contact the **Emergency Assistance Provider** and had no alternative but to make their own arrangements, provided **We** are satisfied the arrangements made were medically appropriate and necessary in view of the **Covered Person's Serious Injury** or **Serious Sickness** at the time.

Section 6 Loss of Deposits

Extent of Cover

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

6.1 Travel & Accommodation Expenses & Frequent Flyer Points

If:

- (i) during the **Period of Insurance**; and
- (ii) while the relevant person is a **Covered Person**,
 - (a) the **Policyholder** or the **Covered Person** incurs loss of **Travel and Accommodation Expenses** paid in advance of a proposed **Journey** because the **Journey** is shortened or cancelled due to any **Unforeseen Circumstance**, **We** will reimburse the **Policyholder** or the **Covered Person** for those expenses; and/or
 - (b) the **Policyholder** or the **Covered Person** purchases an airline ticket (or incurs other **Travel and/or Accommodation Expenses**) using Frequent Flyer or similar reward points and the airline ticket (or other **Travel and/or Accommodation Expenses**) is subsequently cancelled due to any **Unforeseen Circumstance** and the loss of such points cannot be recovered from any other source, **We** will pay the **Policyholder** or the **Covered Person** the retail price for that ticket (or the amount of the **Travel and/or Accommodation Expenses**) at the time it was issued.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 6 – Loss of Deposits.

6.2 Financial Insolvency

If the **Policyholder** or the **Covered Person** incurs loss of **Travel and Accommodation Expenses** paid in advance due to the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of that person's, company's or organisation's financial default, **We** will reimburse the **Policyholder** or the **Covered Person** for those expenses up to the amount shown in the **Schedule** against Section 4 Extensions – Financial Insolvency. This cover is subject to the same Provisions and Exclusions applicable to Section 4 Extensions – Financial Insolvency.

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

Section 6 Definitions

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

Unforeseen Circumstance means:

- (i) the **Covered Person** sustains a **Bodily Injury** or contracts a **Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to commence the proposed **Journey**;
- (ii) the **Covered Person** dies unexpectedly;
- (iii) a **Close Relative**, travelling companion or **Close Colleague** of the **Covered Person** dies unexpectedly, sustains a **Serious Injury** or contracts a **Serious Sickness**;
- (iv) the **Covered Person's** residence or business suffers major loss or damage; or
- (v) any other unforeseen circumstance outside the control of the **Policyholder** or the **Covered Person** not otherwise excluded under the **Policy**.

Section 6 Exclusions

We will not pay any expenses:

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

Section 7 Baggage, Electronic Equipment & Money

Extent of Cover

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

7.1 Baggage and Business Property

If:

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

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

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

Section 7.1 Baggage and Business Property – Limit any one item

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

Section 7.1 Definitions

Baggage means personal property belonging to the **Policyholder** or a **Covered Person** or for which a **Covered Person** is legally responsible, taken on the **Journey** or acquired during the **Journey** but does not include household furniture or effects unless acquired during the **Journey**.

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

Section 7.1 Exclusions applying to Baggage and Business Property

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

1. in respect of **Baggage** and **Business Property**:
 - (i) not reported to either the police or the **Conveyance** operator so that a written report is not available at the time of making a claim;
 - (ii) due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
 - (iii) shipped under any freight agreement or sent by postal or courier services;
 - (iv) belonging to vehicles or their accessories (except keys);
 - (v) which are intended for trade or sale;
 - (vi) recoverable from any other source; or
 - (vii) caused by:
 - (a) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - (b) mechanical or electrical failure;
 - (c) any process of cleaning, restoring, repairing or alteration; or
 - (d) scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or **Covered Person**;

2. in respect of jewellery:
 - (i) where theft or attempted theft occurs while such jewellery is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the **Covered Person** has no option other than to leave the item(s) unattended due to an emergency medical, security or evacuation situation); or
 - (ii) whilst carried in or on a **Conveyance** unless:
 - (a) it being worn by the **Covered Person**; or
 - (b) the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage and no prior instruction or advice regarding this requirement was available to the **Policyholder** or **Covered Person** prior to checking in. Where the **Covered Person** is so prohibited, the jewellery must be reasonably and adequately packaged and protected from theft or damage.

7.2 Deprivation of Baggage

If:

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

the **Covered 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 a **Covered Person** in purchasing essential replacement clothing and toiletries up to the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.

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

Section 7.2 Conditions applying to Deprivation of Baggage

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

7.3 Electronic Equipment

If:

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

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

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

Section 7.3 Definitions

Electronic Equipment means any computers (including laptops, notebooks, tablets and palm pilots), digital cameras, mobile phones, global positioning devices, personal music/recording/gaming devices and other items of a similar nature deemed by **Us** to be electronic.

Section 7.3 Conditions applying to Electronic Equipment

Where the **Electronic Equipment** is a mobile phone or tablet device, **We** will only pay the cost of the replacement mobile phone or tablet device.

Section 7.3 Exclusions applying to Electronic Equipment

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

1. not reported to either the police or the **Conveyance** carrier so that a written report is not available at the time of making a claim;
2. due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
3. shipped under any freight agreement or sent by postal or courier services;
4. belonging to vehicles or their accessories (except keys);
5. which are intended for trade or sale;
6. where theft or attempted theft occurs while such **Electronic Equipment** is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the **Covered Person** has no option other than to leave the item(s) unattended due to an emergency medical, security or evacuation situation); or
7. while carried in or on a **Conveyance** unless:
 - (a) accompanying the **Covered Person** as personal cabin baggage; or
 - (b) the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage and no prior instruction or advice regarding this requirement was available to the **Policyholder** or **Covered Person** prior to checking in. Where the **Covered Person** is so prohibited, the **Electronic Equipment** must be reasonably and adequately packaged and protected from theft or damage;
8. in respect of any electronic data or software caused by:
 - (a) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - (b) mechanical or electrical failure;
 - (c) any process of cleaning, restoring, repairing or alteration; or
 - (d) scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or **Covered Person**;
9. recoverable from any other source.

7.4 Fraudulent use of Money/Travel Documents

If:

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

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

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

7.5 Money/Travel Documents

If:

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

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

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

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

Section 7.5 Definitions

Money means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons in the possession or control of the **Covered Person**.

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

Section 7.5 Conditions applying to Money/Travel Documents

In respect of coins or bank notes held for the purpose of a **Journey**, cover commences at the time of collection from a financial institution or 72 hours prior to commencement of the **Journey**, whichever is the later and continues for 72 hours after termination of the **Journey** or until deposit at a financial institution, whichever occurs first.

Section 7.5 Exclusions applying to Money/Travel Documents

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

1. not reported to either the police or the **Conveyance** carrier so that a written report is not available at the time of making a claim;
2. unless their **Loss** or damage is reported to the issuing authority as soon as reasonably practicable after the discovery of that loss or damage;
3. due to confiscation by Customs or any other lawful authority where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
4. arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
5. in excess of the amount of coins and bank notes allowed by any applicable currency regulations at the time of the commencement of the **Journey**;
6. whilst carried in or on a **Conveyance**, unless accompanying the **Covered Person** as personal cabin baggage; or
7. where theft or attempted theft occurs whilst such an **Money** and/or **Travel Documents** are left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the **Covered Person** has no option other than to leave the **Money** and/or **Travel Documents** unattended due to an emergency medical, security or evacuation situation); or
8. recoverable from any other source.

Section 7 Definitions

Conveyance means:

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

Loss (in relation to **Baggage**, **Business Property**, **Electronic Equipment** and **Money/Travel Documents**) means items which cannot be found or their whereabouts are known but they are unrecoverable due to circumstances outside the control of the **Policyholder** or **Covered Person**.

7.6 Section 7 Extensions

The following Extensions automatically apply to this **Policy**, provided they are shown as "Applicable" or have a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

7.6.1 Identity Theft

If:

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

the **Covered Person** is the victim of **Identity Theft**, **We** will indemnify the **Covered Person** for reasonable legal expenses incurred with **Our** consent:

- (i) to pursue closure of any disputed areas, accounts or credit facilities;
- (ii) to re-submit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of **Identity Theft**;
- (iii) to notarise affidavits or other similar **Documents**, amending or rectifying records in regard to the **Covered Person's** true name or identity as the result of **Identity Theft**;
- (iv) to defend any suit brought against the **Covered Person** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of **Identity Theft**; or
- (v) to remove any civil judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**.

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

Section 7.6.1 Definitions

Documents means papers or other items containing references to the **Covered Person's** identity including, but not limited to the following:

- passport;
- drivers licence;
- credit, debit and bank cards;
- share certificates;
- birth certificate;
- bank account details;
- building society account details;
- insurance documents – motor, home, travel and life;
- utilities account details; and
- membership details of professional bodies.

Identity Theft means the theft of personal data or **Documents** relating to **Covered Person's** identity which results in their fraudulent use to obtain **Money**, goods or services.

Section 7.6.1 Exclusions applying to Identity Theft

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

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

7.6.2 Keys & Locks

If:

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

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

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

Section 7 Conditions

1. The **Covered Person** must take all reasonable precautions for the safety and supervision of **Baggage** and/or **Business Property, Electronic Equipment or Money** and/or **Travel Documents**.
2. If **We** pay under this Section in respect of any **Baggage, Business Property, Electronic Equipment, Money** and **Travel Documents**, **We** are entitled to take and keep possession of such property and to deal with it in any manner **We** see fit.
3. At **Our** sole discretion, **We** have the option of either:
 - (i) repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
 - (ii) payment of the cost of such articles in cash.

Section 8 Alternative Employee/Resumption of Assignment Expenses

Extent of Cover

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

If, during the **Period of Insurance**, the **Policyholder** incurs **Alternative Employee Expenses** or **Resumption of Assignment Expenses** as a result of:

- (i) a **Covered Person** dying or suffering a **Serious Injury** or **Serious Sickness** while on a **Journey** which entirely prevents that **Covered Person** from carrying out their usual occupation and a **Doctor** certifies that the **Serious Injury** or **Serious Sickness** is likely to last for more than seven (7) days; or
- (ii) a claim being admitted and accepted for the cancellation or curtailment of a **Covered Person's Journey** under Section 4 of the **Policy**,

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

Section 8 Definitions

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

Resumption of Assignment Expenses means all reasonable and necessary expenses incurred in returning the **Covered Person** to re-commence an assignment within 90 days of returning to Australia or their **Country of Residence** on written approval of **Our** medical advisor in consultation with the **Covered Person's Doctor**.

Section 8 Conditions

1. expenses shall be limited to a business class return air flight (or economy if that was the class of ticket used by **Covered Person** on the original **Journey**) and other essential expenses incurred in the transportation of the substitute person to complete the assignment or the initial **Covered Person** resuming their assignment; and
2. benefits payable under this Section is limited to one event per **Covered Person** per **Period of Insurance**; and
3. if a benefit is paid for **Alternative Employee Expenses**, then no benefit shall be payable for **Resumption of Assignment Expenses** for the same event

Section 8 Exclusions

We will not pay any expenses:

1. where the **Covered Person** undertakes a **Journey** against the advice of a **Doctor**; or
2. which the **Policyholder** or the **Covered Person** had paid or budgeted for before the commencement of a **Journey**.

Section 9 Personal Liability

Extent of Cover

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

If:

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

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

We will also pay all legal costs and expenses which are recoverable by a claimant from the **Covered Person** and/or incurred with **Our** written consent in the investigation or defence of any claim. These payments are in addition to the amount shown in the **Schedule** against Section 9 – Personal Liability.

Section 9 Extensions

The following Extension automatically applies to this **Policy**, provided it is shown as “Applicable” or has a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

Court Attendance

If:

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

the **Covered Person** is required to attend court in connection with an event that has resulted in a valid claim under Section 9 – Personal Liability, **We** will pay a daily benefit for each day the **Covered Person** attends court, up to a maximum benefit.

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

Section 9 Conditions

1. No admission, offer, promise, payment or indemnity may be made without **Our** written consent.
2. **We** are entitled to take over and conduct in the **Covered 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 **Covered Person**, in connection with any claim or series of claims arising from the one original cause, the amount shown in the **Schedule** against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, **We** will have no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 9 Exclusions

We are not liable in respect of:

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the **Policyholder**;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of the **Policyholder**, a **Covered Person** or any of the **Policyholder's Employees**;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when a **Covered Person** is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an **Employee** or agent of the **Policyholder** or a **Covered Person**;
4. injury, loss or damage to property caused by or arising from:
 - (i) the nature of products sold by the **Policyholder** or a **Covered Person**;
 - (ii) advice furnished by the **Policyholder** or by a **Covered Person**;
 - (iii) the conduct of the **Policyholder's** business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract; or
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty.

Section 10 Rental Vehicle Excess Waiver

Extent of Cover

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

If:

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

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

- (i) that **Rental Vehicle** is involved in a collision while under the control of the **Covered Person**; or
- (ii) the **Rental Vehicle** is stolen or damaged,

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

Section 10 Definitions

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

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

Section 10 Extensions

The following Extensions automatically apply to this **Policy**, provided they are shown as “Applicable” or have a corresponding \$ value in the **Schedule**. Each Extension is subject to the General Conditions, General Exclusions and General Provisions of this **Policy**.

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

If:

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

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

- (i) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the **Covered Person’s** comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- (ii) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the **Covered Person’s** vehicle.

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

Use of Personal Motor Vehicle for business purposes – Motor vehicle hire

If:

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

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

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

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

Section 10 Conditions

1. As part of the arrangement for the rent or hire of the **Rental Vehicle**, the **Covered Person** must affect all comprehensive motor vehicle insurance against loss or damage to the **Rental Vehicle** during the rental period which is offered by the rental organisation. Provided the comprehensive insurance has been affected, there is no additional requirement under the **Policy** to purchase excess buy back.
2. In the event of a claim regarding a **Covered Person's** personal motor vehicle, the **Covered Person** must supply **Us** with:
 - (i) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the **Covered Person's** personal motor vehicle;
 - (ii) a letter from the **Covered Person's** motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited. Note: Stating that the no claim bonus has dropped from e.g. 80% to 60% is insufficient. The actual amount of **Money** involved is also required, including a copy of the last insurance renewal notice applicable to the **Covered Person**; and
 - (iii) details of the total cost of the repairs.

Section 10 Exclusions

We will not be liable for any claims arising from:

1. any use of the **Rental Vehicle** or the **Covered 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 **Covered Person** being in charge of a **Rental Vehicle** or their personal motor vehicle while under the influence of alcohol or a drug not prescribed by a **Doctor** or with a percentage of 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 **Covered Person's** personal motor vehicle by the **Policyholder** or a **Covered Person**;
4. the use of the **Rental Vehicle** or **Covered Person's** personal motor vehicle on any roadway that is inaccessible to two-wheel drive vehicles;
5. the use of the **Rental Vehicle** or **Covered Person's** personal motor vehicle by a **Covered Person** without holding a valid license for the country the motor vehicle is being operated in; or
6. any vehicle that is not comprehensively insured.

Section 11 Extra Territorial Workers' Compensation

Extent of Cover

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

If:

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

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

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

This Section applies only:

- (i) with respect to **Covered Persons** who are employed by the **Policyholder** or who are deemed by any applicable workers' compensation or employer's liability legislation to be workers employed by the **Policyholder** and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
- (ii) if the **Policyholder** maintained in force during the currency of the **Policy**, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of employees by the **Policyholder** or the **Policyholder** is licensed under such laws as a self-insurer; and
- (iii) while a **Covered Person** is working on a temporary basis for no more than six months outside the state or territory in which the **Covered Person's** usual place of employment or employment base is located.

Section 11 Limit of Liability

The indemnity provided under this Section is limited as follows:

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

Section 11 Conditions

If reasonably required by Us, the **Policyholder** must give Us:

1. such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the **Policyholder's** possession; and
2. access to the files and information held by any Workers' Compensation insurer with whom the **Policyholder** has effected insurance.

Section 11 Exclusion

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

Section 12 Missed Transport Connection

Extent of Cover

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

If:

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

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

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

Section 12 Exclusions

We will not be liable for:

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

Section 13 Overbooked Flight

Extent of Cover

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

If:

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

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

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

Section 13 Exclusion

We will not be liable for:

1. any expenses already incurred and paid under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses and/or Section 12 – Missed Transport Connection as a result of the same event.

Section 14 Political & Natural Disaster Evacuation

Extent of Cover

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

If:

- (i) during the **Period of Insurance**; and
- (ii) while the person is:
 - (a) a **Covered Person**; and
 - (b) on a **Journey**,
 - (A) officials in the country in which the **Covered Person** is travelling recommend that certain categories of persons, which include the **Covered Person**, should leave that country; or
 - (B) the **Covered Person's Country of Residence** government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the **Covered Person**, should leave that country; or
 - (C) a **Covered Person** is expelled or declared persona non grata from that country; or
 - (D) there is wholesale seizure, confiscation or expropriation of the **Covered Person's** property, plant or equipment in that country; or
 - (E) a major natural disaster has occurred in the country the **Covered Person** is in necessitating their immediate evacuation in order to avoid the risk of their **Bodily Injury** or **Sickness**,

We will pay:

- (i) Evacuation Expenses – the actual, necessary and reasonable evacuation expenses incurred by the **Covered Person** to return to their **Country of Residence** or the nearest place of safety using the most reasonably available method of transport which has been pre-approved by the Emergency Assistance Provider and subject to the maximum amount shown in the **Schedule** against Section 14, Political & Natural Disaster Evacuation Costs, Evacuation Expenses; and
- (ii) Reasonable accommodation costs – if the **Covered Person** is unable to return to their **Country of Residence**, their reasonable accommodation costs per day, up to the maximum number of days as shown in the **Schedule** against Section 14, Political & Natural Disaster Evacuation, Reasonable accommodation costs.

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

Section 14 Exclusions

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

1. a **Covered Person** violating the laws or regulations of the country they are in;
2. a **Covered Person's** failure to produce or maintain necessary immigration, work, residence 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 licence;
5. a **Covered Person** being a national of the country from which they are to be evacuated; or
6. the political unrest or natural disaster that resulted in a **Covered Person's** evacuation being in existence prior to the **Covered Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Covered Person** entered the country.

Section 14 Conditions

1. If a **Covered Person** is required to leave the country they are in, **We** must be contacted beforehand to confirm cover. Where possible **We** and/or the **Emergency Assistance Provider** will make the travel arrangements and in all cases, **We** will decide where to send the **Covered Person**.

Section 15 Search & Rescue Expenses

Extent of Cover

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

If:

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

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

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

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

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

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

Section 15 Conditions

1. The **Covered Person** must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The **Covered Person** must not knowingly endanger either their own life or the life of any other **Covered Person** or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the **Covered Person's** proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the **Covered Person** is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under Section 15 is, or is subsequently found to be, covered under:
 - (i) Section 2 – Kidnap & Ransom/Extortion Expenses; or
 - (ii) Section 3 – Hijack & Detention; or
 - (iii) Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses; or
 - (iv) Section 14 – Political & Natural Disaster Evacuation,

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

Extensions Applicable to all Sections

Notwithstanding anything to the contrary in this **Policy**, and consistently with the cover provided by it under each Section and with the **Policy's** terms and conditions, cover under each Section extends to:

1. any person whom the **Policyholder** nominates during the **Period of Insurance** for cover under this **Policy** and includes, if nominated, any **Spouse/Partner** and/or **Dependent Child** provided their trips are declared and evidence can be shown as proof;
2. any **Journey** which:
 - (i) commences during the **Period of Insurance**; and
 - (ii) finishes after the last day of the **Period of Insurance**, where the **Policyholder** has cancelled or not renewed the **Policy** with Us and the **Policyholder** has not incepted a replacement **Policy** with any other insurance provider, (if a travel insurance policy has been placed with another insurance provider, then irrespective of whether or not they have accepted liability for the **Journeys** commenced during **Our Period of Insurance**, there is no extension of cover under this **Policy**).

provided always that cover will not extend beyond the number of days specified in the **Schedule** against **Journey** (maximum duration of any one trip).

General Exclusions Applicable to the Policy

These general exclusions apply to all covers and the **Policy** unless they are expressly stated not to apply in relation to the cover or the **Policy**. We will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:

1. results from a **Covered Person** engaging in or taking part in:
 - (i) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
 - (ii) training for or participating in **Professional Sport** of any kind;
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder**, a **Covered Person**, a **Spouse/Partner** and/or **Dependent Child**;
3. results from **War**, **Civil War**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or a **Covered Person's Country of Residence**, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan;. For the purpose of Section 1, this General Exclusion does not apply to **Bodily Injury** sustained as a result of **Hijack** (as defined in Section 3) riot, strike or civil commotion.
4. would result in **Our** contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts.
5. would be a violation of any sanction, prohibition or restriction including under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America or Commonwealth of Australia as applicable.
6. subject to point 4 under Section 1 Exclusions, occurs when the **Covered Person** is 85 years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before a **Covered Person** attained the age of 85 years.

General Provisions Applicable to the Policy

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

Adjustment of Premium

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

Aggregate Limits of Liability

The aggregate limit of liability is the maximum amount **We** will pay for any one event involving more than one **Covered Person**. If claims are made under the **Policy** which exceed the Aggregate Limits of Liability stated below, **We** will reduce the payments made with respect to each **Covered Person** in such manner as **We** may determine. Any determination as to the amount payable in these circumstances will be made at **Our** entire discretion and will not be the subject of any challenge of any kind.

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

Our total liability for all claims arising under the **Policy** during any one **Period of Insurance** relating to Section 4, Extension 4.3.2 – Financial Insolvency will not exceed the amount shown in the **Schedule** against Financial Insolvency – Annual Aggregate Limit.
3. This provision applies to Section 11 – Extra Territorial Workers’ Compensation.

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

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

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

Assistance and Co-operation

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

Breach of Conditions

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

Cancellation

The **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing. The cancellation will take effect at 4.01pm **Local Time** on the date **We** receive the **Policyholder's** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice 30 days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will refund the **Premium** for the **Policy** less a pro rata proportion of the **Premium** to cover the period for which insurance applied. However, if **We** have paid a benefit under the **Policy** **We** reserve the right not to refund any **Premium**.

Change of Business Activities

The **Policyholder** must inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which increases the risk of a claim being made under this **Policy**.

Contra Proferentem Clause

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

Currency

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

Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence in doing all things to avoid or reduce any loss under the **Policy**.

Headings

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

Notice of Claim

The **Claimant** must give **Us** written notice of any occurrence which is likely to give rise to a claim within 30 days or as soon as is reasonably practicable after the date of the occurrence. The **Claimant** must at their expense give **Us** such certificates, information and other documentation as **We** may reasonably require. **We** may at **Our** own expense have any **Claimant**, who is the subject of a claim under the **Policy**, medically examined from time to time.

Other Insurance

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

Proper Law

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

Sanctions, law or regulations

Notwithstanding any other terms under this **Policy**, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions, law or regulation.

Singular/Plural

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

Subrogation

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

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