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.

Section 1 – Personal Accident & Sickness 3
Section 2 – Kidnap & Ransom/Extortion Cover 13
Section 3 – Hijack & Detention 15
Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses 16
Section 5 – Emergency Assistance 20
Section 6 – Loss of Deposits 21
Section 7 – Baggage, Electronic Equipment & Money 23
Section 8 – Alternative Employee/Resumption of Assignment Expenses 29
Section 9 – Personal Liability 30
Section 10 – Rental Vehicle Excess Waiver 32
Section 11 – Extra Territorial Workers’ Compensation 34
Section 12 – Missed Transport Connection 36
Section 13 – Overbooked Flight 37
Section 14 – Political & Natural Disaster Evacuation 38
Section 15 – Search & Rescue Expenses 39

General Exclusions Applicable to the Policy 41

General Provisions Applicable to the Policy 42

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.

<table>
<thead>
<tr>
<th>THE EVENTS</th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.</td>
<td>The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part A – Lump Sum Benefits.</td>
</tr>
<tr>
<td>1. Accidental Death</td>
<td>100%</td>
</tr>
<tr>
<td>2. Permanent Total Disablement</td>
<td>100%</td>
</tr>
<tr>
<td>3. Paraplegia or Quadriplegia</td>
<td>100%</td>
</tr>
<tr>
<td>4. Loss of sight of both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>5. Loss of sight of one eye</td>
<td>100%</td>
</tr>
<tr>
<td>6. Loss of use of two Limbs</td>
<td>100%</td>
</tr>
<tr>
<td>7. Loss of use of one Limb</td>
<td>100%</td>
</tr>
<tr>
<td>8. Permanent and incurable insanity</td>
<td>100%</td>
</tr>
<tr>
<td>9. Loss of hearing in:</td>
<td></td>
</tr>
<tr>
<td>(a) both ears</td>
<td>100%</td>
</tr>
<tr>
<td>(b) one ear</td>
<td>30%</td>
</tr>
<tr>
<td>10. Permanent loss of use of four Fingers and Thumb of either Hand</td>
<td>80%</td>
</tr>
<tr>
<td>11. Permanent loss of the lens of:</td>
<td></td>
</tr>
<tr>
<td>(a) both eyes</td>
<td>100%</td>
</tr>
<tr>
<td>(b) one eye</td>
<td>60%</td>
</tr>
<tr>
<td>12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body</td>
<td>50%</td>
</tr>
<tr>
<td>13. Permanent loss of use of four Fingers of either Hand</td>
<td>50%</td>
</tr>
<tr>
<td>14. Permanent loss of use of one Thumb of either Hand:</td>
<td></td>
</tr>
<tr>
<td>(a) both joints</td>
<td>30%</td>
</tr>
<tr>
<td>(b) one joint</td>
<td>15%</td>
</tr>
<tr>
<td>15. Permanent loss of use of Fingers of either Hand:</td>
<td></td>
</tr>
<tr>
<td>(a) three joints</td>
<td>15%</td>
</tr>
<tr>
<td>(b) two joints</td>
<td>10%</td>
</tr>
<tr>
<td>(c) one joint</td>
<td>5%</td>
</tr>
<tr>
<td>16. Permanent loss of use of Toes of either Foot:</td>
<td></td>
</tr>
<tr>
<td>(a) all – one Foot</td>
<td>15%</td>
</tr>
<tr>
<td>(b) great – both joints</td>
<td>5%</td>
</tr>
<tr>
<td>(c) great – one joint</td>
<td>3%</td>
</tr>
<tr>
<td>(d) other than great – each Toe</td>
<td>1%</td>
</tr>
<tr>
<td>17. Fractured leg or patella with established non-union</td>
<td>10%</td>
</tr>
<tr>
<td>18. Shortening of leg by at least 5cm</td>
<td>7.5%</td>
</tr>
<tr>
<td>19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.</td>
<td>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.</td>
</tr>
</tbody>
</table>
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
Note: The following surgical procedure(s) must be carried out within 12 months of the date of the Bodily Injury.

<table>
<thead>
<tr>
<th>No.</th>
<th>Procedure</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.</td>
<td>Craniotomy</td>
<td>100%</td>
</tr>
<tr>
<td>21.</td>
<td>Amputation of a limb</td>
<td>100%</td>
</tr>
<tr>
<td>22.</td>
<td>Fracture of a Limb requiring open reduction</td>
<td>50%</td>
</tr>
<tr>
<td>23.</td>
<td>Dislocation requiring open reduction</td>
<td>25%</td>
</tr>
<tr>
<td>24.</td>
<td>Any other surgical procedure carried out under a general anaesthetic</td>
<td>5%</td>
</tr>
</tbody>
</table>

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
Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.

<table>
<thead>
<tr>
<th>No.</th>
<th>Event</th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>25.</td>
<td>Temporary Total Disablement</td>
<td>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.</td>
</tr>
<tr>
<td>26.</td>
<td>Temporary Partial Disablement</td>
<td>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.</td>
</tr>
</tbody>
</table>

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
**Note:** The following surgical procedure(s) must occur within 12 months of the first occurrence of the Sickness.

<table>
<thead>
<tr>
<th></th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>27. Open heart surgical procedure</td>
<td>100%</td>
</tr>
<tr>
<td>28. Brain surgery</td>
<td>100%</td>
</tr>
<tr>
<td>29. Abdominal surgery carried out under general anaesthetic</td>
<td>50%</td>
</tr>
<tr>
<td>30. Any other surgical procedure carried out under a general anaesthetic</td>
<td>5%</td>
</tr>
</tbody>
</table>

### THE BENEFITS
The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part C – Sickness Resulting in Surgery.

### 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
**Note:** The following Event(s) must occur within 12 months of the first occurrence of the Sickness.

<table>
<thead>
<tr>
<th></th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>31. Temporary Total Disablement</td>
<td>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.</td>
</tr>
<tr>
<td>32. Temporary Partial Disablement</td>
<td>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.</td>
</tr>
</tbody>
</table>

### 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
**Note:** The following fractured bones must occur within 12 months of the date of the Bodily Injury.

<table>
<thead>
<tr>
<th></th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>33. Neck, skull or spine (Complete Fracture)</td>
<td>100%</td>
</tr>
<tr>
<td>34. Hip</td>
<td>75%</td>
</tr>
<tr>
<td>35. Jaw, pelvis, leg, ankle or knee (Other Fracture)</td>
<td>50%</td>
</tr>
<tr>
<td>36. Cheekbone, shoulder or hairline fracture of skull or spine</td>
<td>30%</td>
</tr>
<tr>
<td>37. Arm, elbow, wrist or ribs (Other Fracture)</td>
<td>25%</td>
</tr>
<tr>
<td>38. Jaw, pelvis, leg, ankle or knee (Simple Fracture)</td>
<td>20%</td>
</tr>
<tr>
<td>39. Nose or collar bone</td>
<td>20%</td>
</tr>
<tr>
<td>40. Arm, elbow, wrist or ribs (Simple Fracture)</td>
<td>10%</td>
</tr>
<tr>
<td>41. Finger, Thumb, Foot, Hand or Toe</td>
<td>7.5%</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>THE EVENTS</th>
<th>THE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Note: The following Loss or procedure(s) (as the case may be) must occur within 12 months of the date of the Bodily Injury.</td>
<td>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.</td>
</tr>
<tr>
<td>42. Loss of teeth or full capping of teeth</td>
<td>100%</td>
</tr>
<tr>
<td>43. Partial capping of teeth</td>
<td>50%</td>
</tr>
</tbody>
</table>

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 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:

If:

(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 a 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
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/or 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) not, 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.