

TRAVEL v3.0
Policy Wording

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## **BUSINESS TRAVEL INSURANCE POLICY**

This Policy incorporates the Placing Schedule, Definitions, Sections, Exclusions, Extensions, Conditions and Endorsements and any other terms herein contained which are to be read together.

Any word or expression to which a specific meaning has been given in any part of this Policy shall bear this meaning wherever it may appear capitalised.

Where You have paid or agreed to pay to the Us the premium shown in the Placing Schedule, We agree, subject to all the terms, Conditions, Provisions and Exclusions of this Policy, to indemnify You as specified in this Policy in connection with a Journey undertaken or to be undertaken by an Insured Person.

If for any reason You are not completely satisfied with this Policy, You may cancel it by returning it to Us within twenty one (21) days of receipt by You. We will refund in full any premium paid and the Policy will be treated as though it had never existed.

Policy Number: 2200104584

MMA - Travel v3.0

# GENERAL DEFINITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

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

Accident means a means a sudden, external, unforeseeable and unexpected event. The word Accidental shall be construed accordingly.

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

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

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

#### Country of Residence means

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

Dependent Child(ren) means the dependent children of the Insured Person who are:

- a) under 19 years of age; or
- b) under 25 years of age while they are full time students at an accredited institution of higher learning; or
- c) 19 years of age or over and physically and/or mentally incapable of self-support;

and, at the time of the event giving rise to a claim under this Policy, are primarily dependent on the Insured Person for maintenance and support.

Dependent Children includes step or legally adopted children.

Dentist means an Insured Person's attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

- a) the Insured; or
- b) the Insured Person; or
- c) a Relative of the Insured Person, or
- d) Your Employee

Employee means any person in Your service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self employed person undertaking work on Your behalf.

Excess means the first amount of each and every claim that is payable by You or the Insured Person as stated in the Placing Schedule.

Excess Period means that period specified in the Placing Schedule during which no Benefits are payable by Us in relation to Section 1 Part B or Part C (Weekly Benefits).

Injury means bodily injury resulting from an Accident but does not include any condition which is also an Illness except any illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury.

Illness means any sickness or disease.

Insured Person means such person or persons as described in the Placing Schedule, who are nominated by You from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

Journey means any travel which

- 1. is not greater than six (6) months in duration or such other period specified in the Placing Schedule, and
- 2. involves overnight accommodation or travel outside a radius of fifty (50) kilometres or such other distance as noted in the Placing Schedule under Travel Radius, from either the normal place of residence or normal place of work of the Insured Person, ALWAYS EXCLUDING daily commuting to and from the Insured Person's normal place of work, and
- 3. is commenced during the Period of Insurance, and
- 4. involves
  - a) business travel undertaken on Your behalf, and
  - b) any associated or incidental private travel, which means travel by an Insured Person which is private (non-business related), taken either before, during or after an authorised business trip covered by this Policy or
  - c) Leisure Travel, and
- 5. commences at the time the Insured Person leaves their normal place of residence or normal place of work, whichever is the place of departure for the Journey, and ends at the time the Insured Person returns to the Insured Person's normal residence or place of work, whichever occurs last.

Leisure Travel means travel which is private, not taken in conjunction to any business trip and is unrelated to business for the entire duration of the trip, as declared by You, to be undertaken by Directors, Chief Financial Officer, Chief Executive Officer, Chief Operating Officer, Company Secretary, Nominated (Named) Employees and any other nominated persons and their Accompanying Spouse or Partner and Dependent Children. Provided such Leisure Travel involves:

- a) a flight or pre-booked overnight stay, or
- b) an interstate or intrastate destination, or
- c) a destination outside the Insured Person's Country of Residence.

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

- a) You:
- b) the Insured Person;
- c) a Relative of the Insured Person; or
- d) Your Employee

Nuclear, Biological or Chemical Terrorism means an Act of Terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

Placing Schedule means the Placing Schedule attached to this Policy including any endorsement or any subsequently issued Placing Schedule.

Period of Insurance is the period shown in the current Placing Schedule.

If an Insured Person commences a Journey during the Period of Insurance then, in respect of that Insured Person only, cover continues until the completion of that Journey, notwithstanding that this may be after the expiry date of the Period of Insurance in the current Placing Schedule.

Policy means Our contract with You, consisting of this document, the Placing Schedule and any other documents We state form part of the terms and conditions of Our contract with You.

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

Relative of a person means the person's Spouse or Partner, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew, provided such Relatives reside in the person's Country of Residence.

Serious Injury or Serious Illness means a condition other than pregnancy

- a) for which a Medical Practitioner certifies that the attendance of the Insured Person is necessary for the health of or treatment of that person or given the immediate threat to the injured or sick person's life, or
- b) in relation to a business associate, requires the Insured Person to take over that person's business role.

Serious Injury or Serious Illness DOES NOT INCLUDE any medical condition (other than mild and controlled asthma or hypertension) for which the person has received daily medical treatment or medication in the 30 days immediately prior to the commencement of the Journey.

Spouse or Partner of an Insured Person means an Insured Person's husband or wife and includes a defacto and/or life partner with whom an Insured Person has continuously cohabited for a period of three (3) months or more at the time of loss.

You / Your means the Insured named in the Placing Schedule.

War (whether war is declared or not) means a state of armed conflict between different countries, different groups or factions within a country, Nuclear, Biological or Chemical Terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations or Civil War.

We / Our / Us means the Insurer named in the Placing Schedule.

## GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

#### 1. CHANGE OF BUSINESS ACTIVITIES

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases to the knowledge of the Insured or of a reasonable person in the position of the Insured would the risk of a claim being made under this Policy. Otherwise, We may reduce or refuse Your or the Insured Person's claim to the extent We are prejudiced.

#### 2. NOTICE OF CLAIM

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your, or their expense give Us such certificates, information and other documentation as We may reasonably require to settle a claim and which are within such person's power to provide. We may at Our own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time so long as the frequency is not unreasonable in the circumstances.

#### 3. SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to the rights of You and the Insured Person to recover an equivalent sum to the amount We have paid against any person or entity other than another Insured or Insured Person protected by this Policy and You and the Insured Person execute and deliver any instruments and papers and do whatever else is reasonable and within Your and/or the Insured Person's power to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice Our rights to subrogation.

#### 4. WAIVER OF SUBROGATION

We agree to waive all Our rights, remedies or relief to which We may become entitled by subrogation against any of the parties comprising the Insured and/or against their partners, proprietors and/or Employees and/or against any party or parties to any contractual agreement entered into by them prior to any loss the subject of a claim under this Policy.

## 5. CANCELLATION

This Policy may be cancelled by You at any time by giving Us written notice, in which case We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

We may cancel this Policy, or any Section thereof, for any of the reasons set forth in Section 60 of the Insurance Contracts Act (Cth) 1984 by serving on You sixty (60) days notice in writing in accordance with Section 59 of that Act. We shall retain a pro rata proportion of the premium for the time the Policy has been in force.

#### 6. OTHER INSURANCE

In the event of a claim You must advise Us as to any other insurance You may have covering the same risk.

#### 7. SEVERABILITY

This Policy, including any amendment, renewal or variation or Endorsement of it, shall be construed as if each of the parties or persons entitled to claim on it, whether party to the contract of insurance or not, had made a proposal, application or request for the Policy, amendment, renewal or variation or Endorsement in respect of their interest only.

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

Further, neither the inclusion of more than one Insured under this Policy nor any act, omission, breach or default by an Insured shall in any way affect the rights of any other Insured, it being intended that this Policy should be construed as if a separate contract of insurance had been entered into by each Insured, but not so as to increase Our liability beyond that stated in the Placing Schedule or elsewhere in this Policy as appropriate.

#### 8. AGGREGATE LIMIT OF LIABILITY

Applicable to Section 1 only:

- a) Except as stated below Our total liability for all claims arising out of any one event shall not exceed the amount set out in the Placing Schedule for Aggregate Limit of Liability.
- b) Our total liability for all claims arising out of any one event relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules over specific air routes to and from fixed terminals, shall not exceed the amount set out in the Placing Schedule for Aggregate Limit of Liability – Non-Scheduled Air Travel.
- c) In the event that the Aggregate Limit of Liability is reached, We will reinstate the full Aggregate Limit of Liability in respect of any subsequent claims that would otherwise be covered under this Policy, subject to You agreeing to pay the appropriate additional premium to Us.

#### 9. PROPER LAW

Any dispute arising under this contract of insurance or concerning its formation shall be governed by the laws of the State or Territory of the Commonwealth of Australia in which the Policy was issued. Each party agrees to submit to the jurisdiction of any Court of competent jurisdiction within the said State or Territory and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such Court.

#### 10. HEADINGS

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

### 11. DIFFERENCE IN CONDITIONS / DIFFERENCE IN LIMITS

This Provision 11. does not apply if shown as "Not insured" in the Placing Schedule.

Should this Policy, by virtue of the scope of its benefits, limits, terms, conditions and exclusions, not provide cover in whole or in part but cover would have been available under the Previous Policy, then this Policy shall provide cover to the extent available under the scope of the benefits, limits, terms, conditions and exclusions of the Previous Policy as if the Previous Policy was in existence as of the inception date of this Policy.

Previous Policy means the policy shown in the Placing Schedule under the heading Difference in Conditions/Difference in Limits Clause Applies.

However, this Policy will not respond where such indemnity under the Previous Policy was available because of the existence of additional insurance policy(ies) or difference in conditions/ difference in limits coverage.

#### 12. AUTOMATIC EXTENSION OF COVER

If, while on a Journey, the Insured Person's original expected return to their Country of Residence is postponed due to delay of transport which is outside the control of the Insured Person, or due to the Insured Person's inability to travel as a result of an Injury or Illness for which a claim is payable under this Policy, We will automatically extend the Insured Person's cover for that Journey under this Policy for up to three (3) calendar months from the date of the Insured Person's original expected return to their Country of Residence. This includes any such time that falls outside the Period of Insurance or Journey definition. Cover ends at the time the Insured Person returns to the Insured Person's normal residence or place of work, whichever occurs last.

#### 13. SANCTIONS

We will not pay for any claim under any Section of the Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would breach any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America.

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

We shall not pay benefits with respect to any loss, damage or event which:

- 1. results from an Insured Person engaging in or taking part in
  - a) air travel except as a passenger in a properly licensed aircraft; or
  - b) training for or participating in Professional Sport of any kind.
- 2. results from intentional self-Injury or suicide or any attempt at suicide.
- 3. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurpation of government or military power in Australia or an Insured Persons Country of Residence, or any of the following countries: Afghanistan, Chechnya, Iraq, Somalia or North Korea.
- 4. results from any illegal or criminal act committed by You or an Insured Person. This Exclusion does not apply to You or an Insured Person if You or the Insured Person were not the perpetrator of any such illegal or criminal act or did not know of or condone any such act.
- 5. occurs when a Journey is undertaken against medical advice, or when a Journey is undertaken for the purpose of obtaining medical treatment, unless agreed in advance by Us.

#### **AGE LIMITS**

This Policy does not cover any Insured Person unless he or she at the date of the claim is under ninety (90) years of age.

## SECTION 1

## PERSONAL ACCIDENT AND ILLNESS

## **EXTENT OF COVER**

#### PERSONAL ACCIDENT

If, while on a Journey, the Insured Person suffers an Injury which results in the occurrence one or more of the Events described in the Table of Events under Parts A, B, D and E below within twelve (12) months of the date of the Injury, We will pay the corresponding Benefits set out in the Table of Events, subject to the provisions of this Policy.

#### **ILLNESS**

If, while on a Journey, the Insured Person suffers an Illness, which is not a Pre-Existing Condition, which results in the occurrence of an Event described in the Table of Events under Part C below within twelve (12) months of the date of the manifestation of the Illness, We will pay the corresponding Benefit set out in the Table of Events, subject to the provisions of this Policy.

### **DEFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

Aggravated Assault means violent and physical act intentionally committed by a person or persons unknown against an Insured Person, whilst the Insured Person is flying as a passenger in an aircraft licensed for the carriage of passengers, or whilst travelling in a motor vehicle intended for use on public roadways, or whilst the Insured Person is involved in a Carjacking.

Carjacking means the theft or attempted theft by use of force of a motor vehicle intended for use on public roadways which is under the care, custody and control of, or occupied by (or about to be occupied by) an Insured Person.

Complete Fracture means a break involving the entire width of the bone with total separation.

Date of Disablement means the date the Insured Person is certified by a Medical Practitioner as suffering from Temporary Total Disablement or Temporary Partial Disablement as a result of an Injury or Illness.

Event means a condition described in the Table of Events

Excess Period means the number of days following the Date of Disablement for which no benefits are payable. The Excess Period is specified in the Placing Schedule.

Family Member means the Insured Person's Spouse/Partner and/or Dependent Child.

Identity Theft means the theft of personal data or documents relating to Insured Person's identity, which results in their unauthorised, fraudulent, dishonest or unlawful use of the Insured Person's personal details.

Infectious Disease(s) means:

- 1. Schistosomiasis
- 2. Lyme disease
- 3. Cholera
- 4. Dengue fever
- 5. Ebola
- 6. Tick Borne Encephalitis (TBE)
- 7. Yellow fever

- 8.
- 9. Japanese encephalitis
- 10. Malaria
- 11. Meningococcal encephalitis
- 12. Plaque
- 13. Tetanus
- 14. Rabies
- 15. Typhus
- 16. Any other infection that We agree to cover.

Loss in connection with a limb or part of a limb means physical severance or Permanent loss of use.

Medical Aids means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of an Injury by a Medical Practitioner and which are not excluded under the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act 1953 or any amendment, consolidation or re-enactment of those Acts.

Other Fracture means any break or cracks of the bone other than a Complete Fracture.

Paraplegia means total paralysis of both legs and part or whole of the lower half of the body.

Permanent means having lasted, or on the basis of medical evidence it will last, twelve (12) consecutive months from the date of the Injury and at the expiry of that period, is in the opinion of a Medical Practitioner unlikely to materially improve.

Permanent Total Disablement means total disablement that is Permanent and entirely prevents an Insured Person from carrying out all the normal duties of their usual occupation, business or profession.

Pre Disability Earnings means:

- 1. If an Insured Person is self-employed:
  - gross weekly income from personal exertion after allowing for costs and expenses incurred in deriving that income averaged over the twelve (12) months prior to Injury or Illness or any shorter period that they have been engaged in their occupation.
- 2. If an Insured Person is an employee:
  - where remunerated by wages or salary the average gross weekly income earned from personal exertion before personal deductions and income tax, including overtime payments and allowances, but excluding bonuses or commissions.
- 3. where remunerated by TEC (i.e. total employee cost or salary package) the average gross weekly value of the income package earned from personal exertion (including but not limited to wages and/ or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deduction and income tax, including overtime payments and allowances but excluding bonuses or commission at the time of Injury or Illness;

all derived during the twelve (12) calendar months period immediately preceding the Injury or Illness giving rise to the claim under this Policy.

Pre-Existing Condition any medical condition for which an Insured Person has received treatment or prescribed medication from a Medical Practitioner in the six (6) months prior to the Insured Person's Journey.

Quadriplegia means total paralysis of both legs and both arms.

Temporary Partial Disablement means disablement that temporarily prevents an Insured Person from carrying out more than 25% of all the normal duties of their usual occupation, business or profession where the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

Temporary Total Disablement means total disablement that temporarily prevents an Insured Person from carrying out all the normal duties of their usual occupation, business or profession, where the Insured Person is under the regular care of and acting in accordance with the instructions or advice of a Medical Practitioner.

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

Unprovoked Assault means a violent and physical act intentionally committed by a person or persons unknown at the time against an Insured Person but excludes any Aggravated Assault.

Work Experience means work undertaken with You for a defined temporary period, either voluntarily or for a stipend, by a person who is not Your employee, provided such work is arranged in conjunction with an educational, training or similar institution for the purpose of that person gaining vocational experience or developing practical skills.

#### **PART A - CAPITAL BENEFITS**

#### **EXTENT OF COVER**

We will pay amounts set out in the Table of Events in Part A of this Section of the Policy if an Insured Person suffers an Injury which

- · occurs while on a Journey; and
- within twelve (12) months of the date of Injury results in an Event shown in the Table of Events.

#### **CAPITAL BENEFITS CONDITIONS**

The cover provided under Part A of this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy".

- 1. Any Event claimed under Capital Benefits must occur within twelve (12) months of the date of Injury.
- 2. Benefits shall not be payable for more than one of the Events 1 to 27 in respect of the same Injury, however, We will pay the Event with the highest benefit.
- 3. The maximum amount We will pay for any one event involving more than one Insured Person is the Aggregate Limit of Liability shown in the Placing Schedule. If this amount is not enough to pay all claims in full, then We will reduce each Insured Person's benefit proportionately and in a manner that is reasonable in the circumstances.

#### SPECIFIC EXCLUSIONS

The cover provided under Part A of this Section is subject to the exclusion below, as well as the exclusions, which appear under the Section titled "General Exclusions Applicable To All Sections Of The Policy".

We will not pay for any claim under this Section of the Policy:

1. if the claim arises from Illness, except Illness directly resulting from medical or surgical treatment rendered necessary by such Injury.

## PART A – TABLE OF EVENTS

CAPITAL BENEFITS

Cover under this Part applies only if a Capital Benefit Sum Insured is shown in the Placing Schedule against Part A.

THE	EVENTS	THEBENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING EVENTS, WHICH OCCUR WITHIN TWELVE (12) MONTHS OF THE DATE OF THE INJURY		COMPENSATION AS A PERCENTAGE OF THE CAPITAL SUM INSURED SHOWN IN THE PLACING SCHEDULE
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent disablement not otherwise provided for under Events 2, 4-27	Such percentage of the Capital Benefit sum insured which corresponds to the percentage reduction in whole bodily function as certified by the Insured Person's treating Medical Practitioner and a Medical Practitioner nominated by Us. If the Medical Practitioner chosen by Us forms a contrary opinion to that of the Insured Person's treating Medical Practitioner, We will seek the opinion of a third independent Medical Practitioner appointed by mutual agreement between the parties and paid for by Us. In the event of a disagreement between all three (3) Medical Practitioners, the amount payable will be the average of the three (3) opinions. The maximum amount We will pay is 75% of the Capital Benefit sum insured.
4.	Permanent Paraplegia or Permanent Quadriplegia	100%
5.	Permanent unsound mind to the extent of legal incapacity	100%
6.	Permanent and incurable paralysis of all limbs	100%
7.	Permanent total loss of the entire sight	
	a. in both eyes	100%
	b. of one eye	100%
8.	Permanent total loss of hearing:	
	a. In both ears	100%
	b. In one ear	100%
9.	Permanent total loss of the use of both hands	100%
10	. Permanent total loss of the use of both arms	100%
11	. Permanent total loss of the use of both feet	100%
12	. Permanent total loss of the use of both legs	100%

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13. Permanent	t total loss of the use of one hand and one foot	100%
14. Permanent	t total loss of the use of one hand and one arm	100%
15. Permanent	t total loss of the lens	
a.	in both eyes	100%
b.	of one eye	60%
16. Permanent	t total loss of the use of one foot or one leg	100%
17. Permanent	t total loss of the use of four fingers and thumb of either hand	80%
18. Permanent	t total loss of the use of four fingers of either hand	50%
19. Permanent	t total loss of the use of one thumb	
a.	both joints	40%
b.	one joint	20%
20. Permanent	t total loss of the use of a finger	
a.	three joints	15%
b.	two joints	10%
C.	one joint	5%
21. Permanent	t total loss of the use of all the toes of one foot	15%
22. Permanent	t total loss of the use of great toe	
a.	both joints	5%
b.	one joint	3%
23. Permanent	t total loss of the use of other toe, (each toe)	1%
24. Burns and	or resultant disfigurement 20% or more of the entire body	
a.	Second degree burns	50%
b.	Third degree burns	75%
25. Loss of at l	east 30% of all sound and natural Teeth, including capped or eeth	1% to a maximum of \$2,500 in total
26. Fractured I	eg or kneecap with established non-union	10%
27. Shortening	of leg by at least 5cm	7.5%

## PART A - ADDITIONAL CAPITAL BENEFITS (INJURY)

Any Event claimed under Additional Capital Benefits must occur within twelve (12) months of the date of Injury.

The maximum benefit payable is the amount stated in the Placing Schedule against Additional Capital Benefits for each Additional Capital Benefit below:

### BROKEN BONES ADDITIONAL CAPITAL BENEFIT

Sum insured is the maximum amount stated in the Placing Schedule against Extensions, Broken Bones, Additional Capital Benefit that We will pay for this Benefit.

Any Event claimed under Broken Bones Additional Capital Benefit must occur within twelve (12) months of the date of Injury.

THE EVENTS	THE BENEFITS
INJURY RESULTING IN THE FOLLOWING BROKEN BONE(S):	COMPENSATION AS A PERCENTAGE OF THE SUM INSURED SHOWN IN THE PLACING SCHEDULE
1. Neck skull or spine – Complete Fracture	100%
2. Neck Skull or spine – Other fracture	30%
3. Hip – Complete Fracture and Other fracture	75%
4. Jaw, pelvis, leg, ankle or knee – Complete Fracture	50%
5. Jaw, pelvis, leg, ankle or knee – Other fracture	20%
6. Cheekbone or shoulder – Complete Fracture and Other fracture	30%
7. Arm, elbow, wrist or ribs – Complete Fracture	25%
8. Arm, elbow, wrist or ribs – Other fracture	20%
9. Nose or collarbone - Complete Fracture and Other fracture	20%
10. Foot or hand - Complete Fracture and Other fracture	5%
11. In the case of established non-union of any of the above breaks, an additional	5%

## OVERSEAS SURGICAL PROCEDURES (INJURY)

The maximum benefit payable is the amount stated in the Placing Schedule against Part A Overseas Surgical.

Cover under this Additional Capital Benefit applies only if the surgery is undertaken outside of Australia or Country of Residence.

Any Event claimed under Additional Capital Benefit- Overseas Surgical Procedures (Injury) must occur within twelve (12) months of the date of Injury.

THE	EVENTS	THEBENEFITS
INJURY RESULTING IN THE FOLLOWING SURGICAL PROCEDURE		COMPENSATION AS A PERCENTAGE OF THE SUM INSURED SHOWN IN THE PLACING SCHEDULE
1.	Craniotomy	100%
2.	Amputation of limb	100%
3.	Fracture of limb requiring open reduction	50%
4.	Dislocation requiring open reduction	50%
5.	Any other surgical procedure carried out under a general anaesthetic	10%

## LOSS OF TEETH OR DENTAL PROCEDURES

The maximum benefit payable is the amount stated in the Placing Schedule against Part A Loss of Teeth.

Any Event claimed under Additional Capital Benefits - Loss of Teeth or Dental Procedures must occur within twelve (12) months of the date of Injury.

THE EVENTS	THEBENEFITS
INJURY RESULTING IN THE FOLLOWING DENTAL PROCEDURES	COMPENSATION AS A PERCENTAGE OF THE SUM INSURED SHOWN IN THE PLACING SCHEDULE
Loss of Teeth or full capping of Teeth	100%
2. Partial capping of Teeth	50%

## PART B - WEEKLY BENEFITS - INJURY

#### **EXTENT OF COVER**

We will pay amounts as set out in the Table of Events in Part B of this Section of the Policy an Insured Person suffers an Injury which:

- a. occurs while on a Journey; and
- b. within twelve (12) months of the date of Injury results in an Event shown in the Table of Events.

#### WEEKLY BENEFIT – INJURY CONDITIONS

The cover provided under Part B of this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable to all Sections of the Policy".

- 1. Successive periods of disablement resulting from the same Injury, and which are not separated by a return to active full time employment for six (6) months or more will be considered as one period of disablement and no additional Excess Period is applicable,
- 2. If an Insured Person requires surgical treatment as certified necessary by a Medical Practitioner which cannot be performed within twelve (12) months from the Date of Disablement, We will consider any surgery as a continuation of the first disablement period provided that the surgery does not occur more than twenty four (24) months after the original date of Injury.
- 3. Weekly benefits will be paid after the Excess Period has elapsed. We will continue to pay weekly benefits while the Insured Person suffers disablement up to a maximum of 156 weeks or any shorter period shown in the Placing Schedule against Part 1 Section B Weekly Benefit Period.
- 4. The weekly benefit We pay will be:
  - a. the amount shown in the Compensation table against Part 1 Section B Weekly Benefit Injury or
  - b. the Insured Person's Pre Disability Earnings

whichever is the lesser and will be reduced by weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

- 5. We will pay one-seventh (1/7th) of the weekly benefit for each day of disablement where disablement lasts for less than one (1) week.
- 6. If the Insured Person is certified fit by a Medical Practitioner to carry out all the normal duties of their usual occupation, business or profession but is unable to do so due to the availability of suitable or modified duties, as confirmed by You, We agree to continue payment of weekly benefits for a maximum period of thirty (30) days whilst suitable or modified duties are arranged.

#### SPECIFIC EXCLUSIONS

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The cover provided under Part B of this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to all Sections of the Policy".

We will not pay for any claim under this Part B if the claim arises from:

- 1. Illness except Illness directly resulting from medical or surgical treatment rendered necessary by such Injury;
- where Part C Weekly Benefits Illness are being claimed for the same period in respect of any one Insured Person.

## TABLE OF EVENTS - WEEKLY BENEFITS - INJURY

THE EVENTS	THEBENEFITS
INJURY RESULTING IN THE FOLLOWING EVENTS	
1. Temporary Total Disablement	<ul> <li>The percentage of Pre Disability         Earnings specified in the Placing         Schedule up to the maximum             amount per week specified in the             Placing Schedule against Section 1             Part B Weekly Benefits – Injury, or         </li> <li>Pre Disability Earnings as defined,             whichever is the lesser.</li> </ul>
2. Temporary Partial Disablement	
a. If the Insured Person returns to work in a reduced capacity	a. The difference between the benefit payable for Temporary Total Disablement and the Insured Person's actual earnings working in the reduced capacity but not exceeding the maximum benefit under Temporary Total Disablement or the Insured Person's Pre Disability Earnings, or
b. If the Insured Person is certified fit to return to work with You in a reduced capacity but does not return to work,	b. 25% of the benefit for Temporary Total Disablement.

## PART C - WEEKLY BENEFITS - ILLNESS

#### **EXTENT OF COVER**

We will pay amounts as set out in the Table of Events in Part C of this Section of the Policy in respect of an Insured Person if the Insured person suffers an Illness which:

- a. Occurs while on a Journey; and
- b. Is not a Pre-Existing Condition; and
- c. within twelve (12) months of the date of Illness results in an Event shown in the Table of Events.

#### WEEKLY BENEFIT – ILLNESS CONDITIONS

The cover provided under Part B of this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable to all Sections of the Policy", unless explicitly stated otherwise.

- 1. Successive periods of disablement resulting from the same Illness, and which are not separated by a return to active full-time employment for six (6) months or more will be considered as one disablement and no additional Excess Period is applicable.
- 2. If an Insured Person requires surgical treatment as certified necessary by a Medical Practitioner and which cannot be performed within twelve (12) months from the Date of Disablement, We will consider any surgery as a continuation of the first disablement provided that the surgery does not occur more than twenty four (24) months after the original date of Illness.
- 3. We will continue to pay weekly benefits while the Insured Person suffers disablement up to a maximum of 156 weeks or any shorter period shown in the Placing Schedule against Part 1 Section C Weekly Benefit Period.
- 4. The weekly benefit We pay will be
  - a. the amount shown in the Table of Events against Part 1 Section C Weekly Benefit Illness or
  - b. the Insured Person's Pre Disability Earnings

whichever is the lesser and will be reduced by weekly benefits paid or payable from any statutory transport accident scheme or statutory workers compensation scheme or other insurance policy paying periodical disability benefits.

- 5. We will pay one-seventh (1/7th) of the weekly benefit for each day of disablement where disablement lasts for less than one (1) week.
- 6. If the Insured Person is certified fit by a Medical Practitioner to carry out all the normal duties of their usual occupation, business or profession but is unable to do so due to the availability of suitable or modified duties, as confirmed by You, We agree to continue payment of weekly benefits for a maximum period of thirty (30) days whilst suitable or modified duties are arranged.

## SPECIFIC EXCLUSIONS

The cover provided under Part B of this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable to all Sections of the Policy", unless explicitly stated otherwise.

We will not pay for any claim under this Part C if the claim arises from:

- Injury;
- 2. Where Part B Weekly Benefits Injury are being claimed for the same period in respect of any one Insured Person.

## TABLE OF EVENTS - WEEKLY BENEFITS - ILLNESS

THE EVENTS	THEBENEFITS
ILLNESS RESULTING IN THE FOLLOWING EVENTS	
Temporary Total Disablement	<ul> <li>The percentage of Pre         Disability Earnings specified in         the Placing Schedule up to the         maximum amount per week         specified in the Placing         Schedule against Section 1         Part C Weekly Benefits –         Illness, or</li> <li>Pre Disability Earnings as         defined,         whichever is the lesser.</li> </ul>
2. Temporary Partial Disablement	
a. If the Insured Person returns to work in a reduced capacity	a. The difference between the benefit payable for Temporary Total Disablement and the Insured Person's actual earnings working in the reduced capacity but not exceeding the maximum benefit under Temporary Total Disablement or the Insured Person's Pre Disability Earnings, , or
b. If the Insured Person is certified fit to return to work with You in a reduced capacity but does not return to work	25% of the benefit for Temporary Total Disablement.

## **ADDITIONAL CAPITAL BENEFITS**

### OVERSEAS SURGICAL PROCEDURES (ILLNESS) ADDITIONAL CAPITAL BENEFITS

The maximum benefit payable is the amount stated in the Placing Schedule against Part C Overseas Surgical. Coverage under this benefit is restricted as follows;

- a. Cover under this Additional Capital Benefit applies only if the surgery is undertaken outside of Australia or Country of Residence.
- b. Any Event claimed under Additional Capital Benefit- Overseas Surgical Procedures (Illness) must occur within twelve (12) months of the date of Illness.
- c. The following Additional Capital Benefit applies only if the Insured Person is covered for Weekly Benefits Illness.

THE EVENTS	THEBENEFITS
INJURY RESULTING IN THE FOLLOWING SURGICAL PROCEDURES	COMPENSATION AS A PERCENTAGE OF THE SUM INSURED SHOWN IN THE PLACING SCHEDULE
Open heart surgical procedure	100%
2. Brain Surgery	100%
3. Abdominal surgery carried out under general anaesthetic	50%
Any other surgery carried out under a general anaesthetic	50%

#### **EXTENSIONS**

The cover under the following Extensions will only apply whilst an Insured Person is on a Journey.

#### ACCIDENTAL H.I.V INFECTION BENEFIT

We will pay to the Insured Person a benefit up to the amount shown in the Placing Schedule against this benefit, if the Insured Person Accidentally contracts the Human Immuno-deficiency Virus (H.I.V) infection:

- a. as a direct result of Injury caused by a physical and violent bodily assault by another person on the Insured Person whilst the Insured Person is covered under this Policy; or
- b. as a direct result of the administering of medical treatment provided by a Medical Practitioner or registered nurse to an Insured Person's covered Injury or Illness whilst the Insured Person is covered under this Policy.

#### **Special Conditions**

- a. Compensation will only be payable if the Insured Person is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.
- b. Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us as soon as reasonably practicable and medical tests are carried out by a Medical Practitioner as soon as reasonably practicable, but not more than 14 days after the event in order to confirm that the Insured Person was not already HIV positive before the event.

#### ACCOMMODATION AND TRANSPORT EXPENSES

If an Insured Person suffers an Injury and is admitted as an in-patient of a hospital within Australia or the Insured Person's Country of Residence which is more than one hundred (100) kilometres from the Insured Person's normal place of residence; We will pay the reasonable transport and/or accommodation expenses incurred by their Spouse or Partner and/or Dependent Children to travel to or remain with the Insured Person; up to a maximum amount stated in the Placing Schedule against this benefit.

#### ADVANCED PAYMENT

If an Insured Person suffers an Injury or Illness for which weekly benefits are payable under Part B -Temporary Total Disablement or Part C - Temporary Total Disablement, provided that a Medical Practitioner provides medical evidence certifying the period of Temporary Total Disablement is reasonably likely to be a minimum of twenty-six (26) weeks, We will pay twelve (12) weeks benefits at the time of making the first payment.

#### AGGRAVATED ASSAULT, CARJACKING OR UNPROVOKED ASSAULT BENEFIT

If an Insured Person suffers an Injury as a direct result of an Aggravated Assault, Carjacking or Unprovoked Assault including Unprovoked Assault at an Insured Person's workplace, We will pay the Insured Person a Capital Benefit amount as stated in the Placing Schedule against this benefit, provided that any Aggravated Assault, Carjacking or Unprovoked Assault is reported to the police and a copy of the police report is provided to Us where practicable and reasonable.

#### 1. Aggravated Assault, Carjacking or Unprovoked Assault Injury Capital Benefit

If the Insured Person suffers an Injury as a result of Aggravated Assault, Carjacking or Unprovoked Assault, We will pay up to a maximum amount shown in the Placing Schedule against this benefit.

## 2. Carjacking – Vehicle Excess and Hire

If the Insured Person is the victim of a Carjacking, which results in theft and/or damage to their vehicle, We will pay:

- a. the excess applicable on the Insured Person's comprehensive insurance to have the vehicle repaired;
   and/or
- b. the reasonable cost of a hire car or taxi for the Insured Person to undertake direct routine travel to and from the Insured Person's normal residence for the purpose of attending or returning from work or other authorised activities, if the Insured Person is without their car due to theft or to undertake repairs;

up to an amount shown in the Placing Schedule against this benefit provided there are no benefits payable under any other insurance policy.

3. Additional Identity Theft Benefit as a result of Aggravated Assault, Carjacking or Unprovoked Assault

If the Insured Person, becomes a victim of Identity Theft as a result of Aggravated Assault, Carjacking or Unprovoked Assault, We will pay the Insured Person for reasonable Legal and Other Expenses necessarily incurred, with Our consent (not to be unreasonably withheld), up to an annual aggregate amount shown in the Placing Schedule.

Legal and Other Expenses means:

- a. pursuing closure of, accounts, credit facilities or other facilities or commitments;
- b. resubmitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft;
- c. notarising affidavits or other similar documents, amending or rectifying records in regard to the Insured Person's true name or identity as the result of Identity Theft;
- d. defending any suit brought against the Insured Person by creditor or collection agency or any 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;
- e. removing any civil judgment wrongfully entered against the Insured Person as a result of Identity Theft; or
- f. income of the Insured Person lost by the insured or the Insured Person as a result of the Insured Person having to take time off work to correct their financial records that have been altered due to the Identity Theft, to a maximum of \$250 per day for a period of no more than twenty (20) business days. This benefit will not apply where the Insured Person is off work and receiving weekly benefits under Part 1, Section B for the same Injury.

#### **CHAUFFEUR SERVICES**

If an Insured Person suffers an Injury or Illness for which weekly benefits under Part 1 Sections B or C are payable, We will pay You or the Insured Person the reasonable costs necessary for a chauffeur or taxi service, or commercial ride sharing service, to transport the Insured Person directly to and from:

- a. the Insured Person's normal place of work and their normal place of residence if the Insured Person recovers sufficiently to return to work but is certified by a Medical Practitioner as being unable to drive a vehicle or travel on public transport; or
- any medical appointment for the treatment of the Temporary Total Disablement or Temporary Partial Disablement,

We will pay up to a maximum amount as stated in Placing Schedule against this benefit.

#### CHILDCARE BENEFIT

If an Insured Person suffers an Injury for which a Capital Benefit is paid under any of Part A, Events 1-7a, 8a, 9-14, 16-17, We will pay the Insured Person the actual and reasonable expenses necessarily incurred for the services required for their Dependent Children of a registered childcare provider up to the amount shown in the Placing Schedule against this benefit, but only in respect of additional costs that would not otherwise have been incurred.

#### **COMA BENEFIT**

If the Insured Person suffers an Injury which directly causes or results in the Insured Person being in a continuous unconscious state and their legal representative provides Us with a Medical Practitioner's written opinion which verifies that the direct cause of the continuous unconscious state was the Injury, We will pay the Insured Person or the Insured Person's Spouse or Partner or their legal representative the amount stated in the Placing Schedule against this benefit for each week of continuous unconsciousness, up to a maximum number of weeks as stated in the Placing Schedule against this benefit.

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

This benefit is in addition to any other amount paid or payable under this Policy.

#### **CONCUSSION BENEFIT**

If an Insured Person suffers a grade 3 or higher concussion, which has been diagnosed by a Medical Practitioner as having arisen directly from an Injury, We will pay the Insured Person the amount stated in the Placing Schedule against this benefit. The maximum amount We will pay in any one Period of Insurance for any Insured Person is the amount stated in the Placing Schedule against this benefit.

#### CORPORATE IMAGE PROTECTION

If it is likely there will be a claim for any of the Events under Part A, Events 1-7a, 8a, 9-14, 16-17, as a result of Injury suffered by an Insured Person or group of Insured Persons, We will reimburse Your costs incurred directly in connection with the Injury to protect and/or exclusively promote Your business and image. Reimbursement is limited to costs for:

- a. the engagement of image and/or public relations consultants; and
- b. the release of information through the media

and must be incurred within thirty (30) days of the Injury. The maximum amount We will pay for any one event is the amount stated in the Placing Schedule against this benefit.

#### DISAPPEARANCE CAPITAL BENEFIT

If an Insured Person disappears while on a Journey and after twelve (12) months their body has not been found, for the purpose of this Policy, the Insured Person will be deemed to have died as a result of an insured Injury and We will pay the benefit under Part A, Event 1. Death. If the Insured Person is subsequently found alive, the benefit paid under this Section in respect of their death shall be refunded to Us.

#### **DOMESTIC HELP**

If an Insured Person suffers an Injury for which benefits are payable under Part B – Weekly Benefits - Injury, We will pay the actual costs of domestic help, including childcare and outdoor household activities, certified as necessary or at least likely to be substantially beneficial by a Medical Practitioner. The domestic help may not be performed by a person who is a Relative of the Insured Person. We will pay up to the amount per week for a maximum period of the number of weeks as stated in the Placing Schedule against this benefit.

#### **EDUCATION FUND SUPPLEMENT**

If an Insured Person suffers an Injury resulting in a benefit under Part A, Event 1 - Death, We will reimburse subsequently incurred school, university or institute of higher learning fees of the Insured Person's Dependent Children up to a maximum of the amount stated in the Placing Schedule against this benefit for each surviving Dependent Child and to a maximum amount per family as stated in the Placing Schedule.

#### **ESCALATION OF CLAIM BENEFIT**

After payment of a valid claim under Part B Weekly Benefit – Injury or Part C Weekly Benefit - Illness continuously for twelve months and again after each subsequent period of twelve months during which the benefit is paid, We will increase the benefit by 5% compound per annum.

#### **EXECUTOR EMERGENCY CASH ADVANCE**

If an Insured Person suffers –death as a result of Injury and it is likely that there will be an entitlement to payment under Part A – Event 1 Death, then without prejudice, upon the executor of the estate's request, We will advance You or the executor of the Insured Person's estate the amount as stated in the Placing Schedule against this benefit whilst the administration of the Insured Person's estate is being arranged. The amount of the payment made under this Extension shall be deducted from any amount paid under Part A - Event 1 Death.

#### **HOME CARE BENEFIT**

If an Insured Person suffers an Injury and is receiving a benefit under Part B Event 1 Temporary Total Disablement and requires full-time care, We will pay an additional benefit if an immediate Family Member ceases permanent employment, and is no longer earning an income, solely because of the provision of that care, provided that a Medical Practitioner has certified that the Insured Person is confined to bed and requires full-time care.

We will pay is the lesser of the amount stated in the Placing Schedule against this benefit or the lost income the Family Member would have earned if the Insured Person had not required full-time care, for up to three consecutive months.

#### INDEPENDENT FINANCIAL ADVICE

If an Insured Person is entitled to payment of a Capital Benefit under any of the Part A, Events 1-7a, 8a, 9-14, 16-17, We will also pay for professional financial advice by an independent financial advisor in respect of the payment of that benefit, if You or the Insured Person or representatives of the Insured Person's estate request this additional payment.

This payment is conditional upon the advice being given by an independent financial adviser who is authorised and regulated by the Australian Securities and Investments Commission to provide this type of financial advice and who is not a Relative of the Insured Person or, if the financial advice is obtained in a country other than Australia, who is authorised under relevant laws of that country to provide such financial advice. The maximum amount We will pay for any one Injury is the amount stated in the Placing Schedule against this benefit.

#### INFECTIOUS DISEASE BENEFIT

If an Insured Person contracts one or more of the -Infectious Diseases listed below, which result in the death of the Insured Person, We will pay an amount as stated in the Placing Schedule against this benefit. For an Insured Person who is a Dependent Child, We will pay an amount as stated in the Placing Schedule against this benefit.

#### Provided that:

- a. Part C Weekly Benefits Illness is selected
- b. the Infectious Disease will be deemed to have been contracted when its symptoms are such that a reasonable person in the circumstances of the Insured Person would seek medical treatment.
- c. the Insured Person's death occurs within twelve (12) months from when the Insured Person first contracted the Infectious Disease.
- d. You must provide a report from a Medical Practitioner, including laboratory results and findings to substantiate the diagnosis, stating that this was the first time the Insured Person contracted the Infectious Disease and not an activation or reactivation of the Infectious Disease.

No cover is provided under this benefit for:

- an infection or death from an Infectious Disease which is wholly or partly attributable to childbirth or pregnancy or the complications of these (except for unexpected medical complications of emergencies arising from an Injury);
- ii. an infection or death from an Infectious Disease which occurs as a result of the Insured Person not following any warning issued by the Australian Department of Foreign Affairs and Trade (DFAT) or other international government equivalent that recommends or advises that travellers do not travel or do not travel to a country or region; or
- iii. an infection or death from an Infectious Disease which occurs as a result of the Insured Person not taking appropriate action to avoid or minimise any potential claim

#### LIFESTYLE MODIFICATION ADDITIONAL CAPITAL BENEFIT

If an Insured Person is paid a Capital Benefit under any of Section 1 Part A, Events 2-7a, 8a, 9-14, 16-17, We will also pay for the reasonable costs incurred by the Insured Person to:

- a. modify their motor vehicle or
- b. modify their home or
- c. relocate to a suitable home

up to the amount stated in the Placing Schedule against this benefit, provided that medical evidence is given to Us certifying the modification and/or relocation is necessary or at least substantially beneficial in managing the Insured Person's affairs.

#### **ORPHAN BENEFIT**

If the Insured Person and their Spouse/Partner die as a result of an Injury sustained in the same Accident and are survived by Dependent Children, We will pay to the Insured Person's estate, in addition to any benefit payable under the Spouse or Partner and Dependent Child/ren Supplement, the amount as stated in the Placing Schedule against this benefit for each surviving Dependent Child, subject to a maximum amount in respect of any one family an amount as stated in the Placing Schedule.

#### **OUT OF POCKET EXPENSES**

If the Insured Person suffers an Injury, which directly results in unforeseen expenses for:

- a. Medical Aids that are recommended in the treatment of the Injury by a Medical Practitioner; or
- b. other non-medical expenses such as clothing and non-medical equipment;
- c. the reasonable daily car parking and meals for a parent or guardian who remains at the hospital whilst the Insured Person remains hospitalised but only where the Insured Person is a Dependent Child.

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d. Other out of pocket expenses not insured elsewhere under this Policy.

We will pay the actual and reasonable costs incurred, up to the amount as stated in the Placing Schedule against this benefit, provided that those costs are not insured elsewhere under this Policy or We are otherwise prohibited by law from making such payments.

#### **OVERSEAS BED CARE BENEFIT**

If an Insured Person, as a result of an insured Injury, is confined to a bed outside of Australia, or their usual Country of Residence, for more than twenty four (24) consecutive hours, as certified by a Medical Practitioner, We will pay the amount stated in Placing Schedule against this benefit for each complete week the Insured Person remains confined to a bed up to a maximum of twenty six (26) weeks. If the Insured Person remains confined to a bed for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Overseas Bed Care Benefit at the rate of 1/7 of the weekly benefit amount as stated in the Placing Schedule for each day.

We will not pay for any claim if the Insured Person is confined to a bed in any institution primarily used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the care of alcohol or drug addicts.

#### PREMATURE BIRTH/MISCARRIAGE BENEFIT

If the Insured Person suffers an Injury, which results in miscarriage or premature childbirth (prior to thirty-two (32) weeks gestation), We will pay the Insured Person the amount as stated in the Placing Schedule against this benefit.

#### RECONSTRUCTIVE OR COSMETIC SURGERY BENEFIT

If the Insured Person suffers an Injury for which a Capital Benefit is payable under any of Part A Events 2-27 and which results in medically necessary reconstructive or cosmetic surgery as certified by a Medical Practitioner, We will pay the Insured Person an additional ten percent (10%) of that benefit amount with respect to that Injury, up to the maximum amount stated in the Placing Schedule against this benefit.

#### REHABILITATION ADDITIONAL BENEFIT

If We pay the Insured Person a benefit under Section 1. Part B – Weekly Benefits - Injury or Part C – Weekly Benefits - Illness We will also pay for the reasonable costs incurred for:

- 1. Return to work assistance, which includes:
  - a. professional assistance to improve the Insured Person's physical and/or emotional condition.
  - b. pain management therapy.
  - c. work task analysis to determine the need for special equipment and modifications
  - d. provision of special equipment and/or modifications to the Insured Person's workplace.
- 2. Advice and assistance necessary to assist the Insured Person's gradual return to work.
- 3. Vocational assessment, which includes:
  - a. assistance in the choice of a new job and placement in that job taking into account the interests, skills and disability of the Insured Person and the job market.
  - b. simulated work environment experience.
  - c. development of further work skills through education and on the job training.

#### We will not pay

- a. unless the Insured Person's Medical Practitioner agrees they can participate in the Return to work assistance or Vocational assessment programs; and
- b. expenses have not been reimbursed under any other Section of the Policy.

We will pay up to the maximum amount stated in the Placing Schedule against these benefits.

#### REPLACEMENT STAFF RECRUITMENT EXPENSES

If an Insured Person suffers an Injury and it appears there is likely to be a valid claim for Capital Benefits under Part A, Events 1-7a, 8a, 9-14, 16-17, We will pay the reasonable costs You incur for recruitment of temporary or permanent staff, up to a maximum amount as stated in the Placing Schedule against this benefit.

Expenses must be incurred within sixty (60) days of the Insured Person's Injury.

#### **RESCUE BENEFIT**

If a person, who is not an Insured Person and not a member of the emergency services, suffers an Injury while providing life-saving assistance to an Insured Person which results in any of the Events under Part A, Events 1-7a, 8a, 9-14, 16-17, We will pay, at Your request only, that person (or that person's legal representative in the event of their death) an amount as stated in the Placing Schedule against this benefit up to a maximum per person and in the aggregate as stated in the Placing Schedule against this benefit.

#### SPOUSE OR PARTNER AND DEPENDENT CHILD/REN CAPITAL BENEFIT

If the Insured Person suffers an Injury for which a benefit is payable under Part A, Event 1 – Death, We will pay the following amounts in addition to the compensation payable for Event 1 - Death:

- Surviving Spouse/Partner benefit the amount stated in the Placing Schedule against this benefit.
- b. Dependent Child/ren benefit the amount stated in the Placing Schedule against this benefit.

#### SPOUSE/PARTNER RETRAINING BENEFIT

If an Insured Person suffers an Injury for which a Capital Benefit is payable under Part A Event 1 Death or 2 Permanent Total Disablement, We will pay, up to the amount stated in the Placing Schedule against this benefit, towards the actual costs incurred for training or retraining the Insured Person's Spouse or Partner:

- a. for the purpose of obtaining gainful employment;
- b. to improve their employment prospects; or
- c. to enable them to improve the quality of care they can provide the Insured Person.

#### Provided that:

- a. the training is provided by a recognised training institution with qualified skills to provide such training; and
- b. all expenses are incurred within twenty four (24) months from the date the Insured Person suffered the Injury.

#### STUDENT TUTORIAL EXPENSES

If the Insured Person, who is registered as a full time student with an educational institution, suffers an Injury or Illness and is unable to attend registered classes, We will pay the cost of home tutorial services provided by a qualified tutor up to a maximum amount stated in the Placing Schedule per week for a maximum of twenty-six (26) weeks. Home tutorial services must be carried out by persons other than the Insured Person's Relative or persons permanently living with the Insured Person.

#### TERRORISM INJURY BENEFIT

If an Insured Person suffers an Injury as a result of an Act of Terrorism for which a benefit is paid under any of the Events under Part A or Part B, We will, in addition to payment of the benefit, also pay the Insured Person, or the Insured Person's estate, the amount stated in the Placing Schedule against this benefit. We will pay the amount stated in the Placing Schedule against this benefit for any one Insured Person arising out of any one event. The maximum We will pay for all claims arising out of any one event or series of related events during any one Period of Insurance is the aggregate limit stated in the Placing Schedule against this benefit.

#### TRAUMA INJURY BENEFIT

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- a. an Insured Person suffers psychological trauma as a result of an Injury caused by, or being a victim of or eyewitness to an Act of Terrorism or a criminal act such as kidnap, assault, sexual assault, rape, murder, Carjacking, violent robbery or attempted robbery; or
- b. a Family Member of an Insured Person suffers psychological trauma as a result of the death or Injury of the Insured Person in circumstances where the Insured Person was a victim of an Act of Terrorism or a criminal act such as kidnap, assault, sexual assault, rape, murder, Carjacking, violent robbery or attempted robbery.

We will pay an additional amount as stated in the Placing Schedule against this benefit for any one Insured Person or Family Member.

#### **TUITION BENEFIT**

If an Insured Person sustains an Injury for which a benefit is paid under Part A Events 2 or 4, We will pay up to the amount stated in the Placing Schedule against this benefit for costs necessarily incurred for tuition or advice for the Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Our consent (not to be unreasonably withheld) and with agreement from the Insured Person's Medical Practitioner.

#### **UNEXPIRED MEMBERSHIP BENEFIT**

If the Insured Person suffers an Injury, which results in a benefit being paid under:

- a. Part A Events 1-7a, 8a, 9-14, 16-17; or
- b. Part B Events 1 or 2, which a Medical Practitioner certifies in writing is reasonably likely to continue for a minimum period of twenty-six (26) weeks;

and it is certified by a Medical Practitioner as preventing the Insured Person from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay You or the Insured Person a refund of non-refundable fees paid for the current season or membership period, pro rata from the time of the Event, up to the amount stated in the Placing Schedule against this benefit.

#### WORK EXPERIENCE BENEFIT

If a person is undertaking authorised Work Experience with You and, while performing occupational duties on Your behalf suffers an Injury which, had the person been an Insured Person, would have resulted in a Capital Benefit being paid under Events 1 to 16, We will pay You or the Insured Person the amount stated in the Placing Schedule against this benefit.

## **SECTION 2**

## KIDNAP AND EXTORTION

### **EXTENT OF COVER**

We will reimburse You for Extortion / Ransom Monies paid by You or on Your behalf as the result of

- a) an actual or alleged Kidnap of an Insured Person whilst on a Journey;
- b) Extortion against You or an Insured Person whilst the Insured Person the subject of the Extortion is on a Journey; or
- c) an illegal Detention of an Insured Person whilst on a Journey. We will also pay You for
- 1. loss due to destruction, disappearance, seizure or usurpation of Extortion / Ransom Monies while being delivered to a person(s) demanding the Extortion / Ransom Monies by anyone who is authorized by You or an Insured Person(s) to have custody of the Extortion/Ransom Monies, provided, however, that the Kidnap or Extortion which gave rise to the delivery is insured under this Section subject always to the Limit of Liability shown in the Placing Schedule against Section 2.
- 2. the amount paid by You for Expenses resulting directly from a Kidnap or Extortion.
- 3. reasonable costs of retaining any person or persons to investigate the Kidnap, negotiate the release of the Insured Person(s), pay any ransom or recover the Insured Person(s).
- 4. Judgements and settlements and defence costs incurred, with Our written consent (such consent must not be unreasonably withheld), as a result of any claim or suit brought by or on behalf of an Insured Person (or the heirs, estate or legal representatives of an Insured Person) against You solely and directly as a result of a Kidnap or Extortion, provided such suit or claim is made within 12 months of the release or death of the Insured Person or the last credible Extortion threat, but in no event later than 60 months after the commencement of the Kidnap or Extortion.

Provided that Our liability for any one Kidnap or Extortion or illegal Detention shall be limited to the amount specified in the Placing Schedule for Section 2.

In order for certain costs or expenses to be covered under this Section, those costs or expenses must be approved by Us before they are incurred. If You do not seek Our prior approval, We may be entitled to only pay for costs incurred up to the amount that We would otherwise have authorised had You asked first. Refer to paragraph 4 above and the definition of Expenses for the types of costs and expenses that require Our prior approval, and condition 5 of this Section.

#### ADDITIONAL INSURED PERSON

Indemnity is also provided under this Section in respect of any person(s) directly involved in the handling or negotiation of the Kidnap or Extortion of the Insured Person, as if that person was an Insured Person, whether that person was on a Journey or not at the time of the relevant insured event.

## **DEFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

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

Kidnap means the seizing, detaining or carrying away by force or deception, for the purpose of demanding payment of, or a series of payments of, Extortion / Ransom Monies.

Extortion means a threat or threats (including actual or alleged Kidnapping), to commit bodily harm, wrongful abduction or detention and the like.

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

Employee Compensation means the total pre-tax income excluding commission, bonuses, overtime payments and any other allowances averaged during the period of twelve months immediately preceding the Kidnap or Extortion.

#### Expenses means

- reasonable payment paid by You to a person providing information which leads to the arrest of the individual(s) responsible for a Kidnap or Extortion insured in this Section; and
- 2. reasonable and customary loan costs incurred by You from a financial institution providing money to be used for Extortion / Ransom Monies; and
- 3. reasonable and customary travel and accommodation costs incurred by You or an Insured Person(s) as a result of Kidnap, Extortion or illegal Detention; and
- 4. Employee Compensation paid by You to an Insured Person(s) or on behalf of an Insured Person(s) for the Kidnap or Extortion, for the period commencing upon the Kidnap of the Insured Person and ending
  - a) up to thirty (30) days after the release of the Insured Person(s) from a Kidnap; or
  - b) on the discovery of the death of the Insured Person(s); or
  - c) one hundred and twenty (120) days after You receive the last credible evidence that the Insured Person(s) is still alive; or
  - d) sixty (60) months from the date of the Kidnap if the victim has not been released;

whichever is the earliest; and

- 5. payments made by You for a temporary replacement Employee hired to perform the duties of a Kidnap or illegal Detention victim for the duration of a Kidnap or illegal Detention, if the victim has not been released, and upon release for a further thirty (30) day period provided that the maximum payable under this paragraph for payments made by You for a temporary replacement Employee will not exceed payments for a sixty (60) month period from the date of the Kidnap or illegal Detention; and
- 6. personal financial loss suffered by the Insured Person(s); and
- 7. travel costs of a Kidnap victim 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 Insured Person and replacement person(s); and
- 8. reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person(s) in the event of a Kidnap or Extortion; and
- 9. reasonable fees and expenses of any independent public relations consultant; and
- 10. reasonable medical, psychiatric and legal expenses incurred by an Insured Person with Your approval for a twelve (12) month period following the release of the Insured Person, and
- 11. reasonable fees for independent medical and legal advice incurred by You with Our approval, which will not be unreasonably withheld; and
- 12. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Kidnap, Extortion or illegal Detention victim and the victim's Spouse or Partner and any Dependent Children, up to a maximum of \$5,000 in any one Period of Insurance; and
- 13. any other reasonable and customary expenses incurred by You with Our prior approval (such approval not to be unreasonably withheld) in resolving a covered cause of loss.

#### **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

1. Your Duties in the Event of Occurrence, or Claim

In the event of an occurrence or claim, You must;

- a) in the case of a claim for Kidnap, make all reasonable efforts to confirm that the Insured Person has been Kidnapped;
- b) notify Us as soon as possible;
- c) notify all relevant law enforcement agencies if having given full consideration to the personal safety of the Insured Person(s) You decide that it is the most appropriate option; and
- d) take reasonable steps to comply with any recommendations and instructions issued by any such law enforcement agency provided they appear to be in the best interests of the Insured Person(s) and it is within your power to comply.

#### 2. Due Diligence

You and all Insured Person(s) will exercise due diligence in undertaking reasonable steps (such as having appropriate travel policies in place, complying with workplace health and safety laws) to avoid or reduce any loss under this insurance.

3. Confidentiality

You and all Insured Person(s) insured under this Policy will make a reasonable effort not to disclose the existence of this Insurance.

4. Ransom or Extortion Surrendered by or on behalf of Insured Person

In the event of an Extortion / Ransom Monies demand directed against any Insured Person rather than against You, Extortion / Ransom Monies paid by or on behalf of such Insured Person and costs and expenses, described in items 1. and 3. of the Extent of Cover clause and clauses 1., 2., 3., 6., 9., 10. and 13. of the definition of Expenses, incurred by or on behalf of such Insured Person shall, at Your option, be considered Extortion / Ransom Monies paid on Your behalf and Expenses incurred by You.

5. Judgements & Settlements and Defence Costs

As an additional condition to Extent of Cover clause

- 4. You will
- a) as soon as reasonably practicable notify Us of the claim or suit;
- b) not admit liability without Our consent (such consent not to be unreasonably withheld). Otherwise, We may reduce or refuse to pay any amounts under this Section to the extent We are prejudiced and
- c) take all reasonable steps to co-operate with Us in conducting the defence of the claim or suit.

We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence if such claim or suit is wholly or partially covered under this Section, and You will take all reasonable steps to co-operate with Us in this regard.

## HIJACK AND DETENTION

### **EXTENT OF COVER**

#### **HIJACK**

If as a direct result of Hijack an Insured Person is forcibly Detained for more than twelve (12) hours during a Journey, We will pay You the Daily Benefit shown in the Placing Schedule against Section 3, for every 24 hour period or part thereof of continued Detention up to the maximum amount shown in the Placing Schedule against Section 3.

#### **DETENTION**

If an Insured Person is Detained during a Journey by any Government, State, or other lawful authority for any reason (other than Specific Exclusion below), We will pay the You the Daily Benefit shown in the Placing Schedule against Section 3, for every 24 hour period or part thereof of Detention up to a maximum of 30 days, or such other period as is shown against Detention period in the Placing Schedule, any one Detention.

#### **DEFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

#### Conveyance means

 any bus, coach, ferry, helicopter, hovercraft, hydrofoil, ship, taxi, tram, monorail or train provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers;

or

2. 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.

Detained means restraint by way of custody or confinement against the Insured Person's will (with "Detention" having a corresponding meaning).

Hijack means the seizing of control of a Conveyance on which the Insured Person is a passenger.

## EXTENSIONS LEGAL COSTS EXTENSION

In the event of an Insured Person incurring their own legal costs as a result of being Detained on a Journey, We will reimburse the Insured Person up to the amount as shown in the Placing Schedule for Legal Costs against Section 3.

## **COUNSELLING COSTS EXTENSION**

If the Insured Person is Detained during a Journey by any Government, State or other lawful authority as described in Extent of Cover - Detention, We will pay counselling costs incurred, up to the amount as shown in the Placing Schedule for Counselling Costs Extension against Section 3, unless prohibited by law.

## **SPECIFIC EXCLUSIONS**

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled "General Exclusions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. We shall not be liable for any Detention attributable to the Insured Person breaking the law of any country or state.
- 2. We shall not be liable for any expenses where the law of the country in which the expense is incurred prohibits Us from providing insurance or making a payment in respect of such expense.

## SECTION 4

## MEDICAL, ADDITIONAL EXPENSES, EMERGENCY MEDICAL EVACUATION

#### **EXTENT OF COVER**

If during a Journey

- 1. an Insured Person suffers death, Injury or Illness, We will reimburse You or the Insured Person for:
  - a) Medical Expenses:
  - b) Additional Expenses:
  - c) Emergency Medical Evacuation;

The maximum We will pay is the Sum insured specified in the Placing Schedule for Medical and Other Expenses against Section 4.

In order for certain Emergency Medical Evacuation expenses to be covered under this Section, those expenses must be approved by Our nominated emergency assistance provider before they are incurred. Refer to the definition of Emergency Medical Evacuation expenses for the types of expenses that require Our nominated emergency assistance provider's prior approval. If You or the Insured Person does not seek Our nominated emergency assistance provider's prior approval, then We may be entitled to reduce Our liability under this Section up to the amount that would otherwise have been authorised.

#### **DEFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

MEDICAL EXPENSES means all reasonable costs necessarily incurred outside the Insured Person's Country of Residence, provided such expenses incurred relate to a condition or event which occurred during the Journey, for hospital, surgical or other diagnostic or remedial treatment, including but not limited to nursing, physiotherapy, chiropractic, cost of medical supplies and ambulance services given, prescribed or recommended by a Medical Practitioner.

#### Medical Expenses includes

- 1. ongoing Medical Expenses incurred after the Insured Person(s) returns to their Country of Residence (unless the law of that country prohibits the payment of such Medical Expenses) provided they relate to a condition suffered by the Insured Person during the Journey and are limited to \$100,000 if incurred in a country other than Australia,
- expenses incurred to repair, replace or adjust dentures provided such expenses relate to an Injury to the Insured Person and are limited to a maximum of \$3,500.
- urgent or emergency dental or optical treatment but does not include expenses incurred for routine dental or optical treatment.

#### **ADDITIONAL EXPENSES means**

- 1. Additional expenses, forfeited travel, hotel and out of pocket expenses reasonably and necessarily incurred during a Journey as a direct result of the Insured Person's death, Injury or Illness which results in the Insured Person being certified by a Medical Practitioner as being unfit to continue with any Journey.
- Reasonable travel and accommodation expenses, where necessary, of up to two persons who, on documented medical advice, travel to and/or remain with the Insured Person and/or accompany the Insured Person to any other place in accordance with such medical advice, including back to their Country of Residence.
- Reasonable funeral expenses incurred outside of the Insured Person's Country of Residence for the burial or cremation of the Insured Person; or

b) Reasonable costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes and personal effects back to a place nominated by the legal representative of the Insured Person's estate.

EMERGENCY MEDICAL EVACUATION means all reasonable expenses, necessitated because of the Insured Person's Injury or Illness, related to:

- 1. the emergency transportation of the Insured Person to the most suitable hospital or other location to obtain necessary medical treatment; and
- 2. repatriation to the Insured Person's Country of Residence or transportation to another country agreed between You or the Insured Person, Us and Our nominated emergency assistance provider (such agreement not to be unreasonably withheld); and
- 3. the reasonable and necessary expenses incurred for qualified medical staff to accompany the Insured Person and all reasonable and necessary medical supplies, provided such transportation, repatriation or evacuation is
  - a) recommended by a Medical Practitioner and
  - b) authorised by Our nominated emergency assistance provider (such e authorization I not to be unreasonably withheld), in accordance with Section 5 of this Policy. If You or the Insured Person does not seek Our nominated emergency assistance provider's prior approval, then We may be entitled to reduce Our liability under this Section to the amount that would otherwise have been authorised.

Emergency Medical Evacuation includes the cost of returning the Insured Person to the location from which they were evacuated unless We have returned them to their Country of Residence.

## **EXTENSIONS**

#### ACCOMMODATION AND TRANSPORT EXPENSES

If, while on a Journey, the Insured Person sustains an Injury or Illness and is admitted as an in-patient of a hospital, which is more than one hundred (100km) kilometres, unless otherwise stated, from the Insured Person's normal place of residence, We will pay the actual and reasonable transport and/or accommodation expenses for the Insured Person's Spouse or Partner and/or Dependent Child(ren) to travel to or remain with the Insured Person.

The maximum amount We will pay in respect of any one Insured Person is up to the amount as shown in the Placing Schedule.

## NON-MEDICAL INCIDENTAL EXPENSES

If an Insured Person suffers an Injury or Illness which results in them being admitted to hospital, We will reimburse You or the Insured Person for any reasonably incurred non-medical incidental expenses, including but not limited to telephone, television, Wi-Fi and newspapers.

The maximum amount We will pay in respect of any one Insured Person is up to the amount as shown in the Placing Schedule.

## TRAUMA COUNSELLING BENEFIT

If an Insured Person whilst on a Journey, suffers psychological trauma as a result of being an eyewitness or victim of an Act of Terrorism or a criminal act, such as, assault, sexual assault, rape, murder, carjacking, or violent robbery or attempted robbery and, as a result thereof, trauma counselling is recommended by a Medical Practitioner, We will pay for the cost of that counselling. Counselling must be provided by a registered psychologist or psychiatrist (who is not an Insured Person or their Relative). The maximum amount We will pay in respect of any one Insured Person is up to the amount as shown in the Placing Schedule.

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#### UNINSURED PERSONS EVACUATION

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

The maximum amount We will pay in respect of any one Insured Person is up to the amount as shown in the Placing Schedule.

## SPECIFIC EXCLUSIONS

The exclusions below operate-in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable for any expenses:

- 1. incurred where a Journey is undertaken against the advice of a Medical Practitioner or when the Insured Person is unfit to travel.
- 2. incurred after the period of twenty four (24) months from the date the first expense was incurred by the Insured Person following death, Injury or Illness of the Insured Person.
- 3. which would result in Our contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth), Private Health Insurance (Health Insurance Business) Rules as updated from time to time, or the National Health Act 1953 (Cth) or any amendment to, or consolidation or reenactment of, those Acts.
- 4. where the law of the country in which the expense is incurred prohibits Us from providing insurance or making a payment in respect of such expense.
- 5. incurred in relation to treatment for any condition where it was known that such treatment would be required during the Journey.
- 6. incurred for routine medical, optical or dental treatment or consultation.

## **RESCUE & EMERGENCY ASSISTANCE**

## **EXTENT OF COVER**

If while on a Journey the Insured Person requires emergency medical or travel assistance, the Insured Person is entitled to medical and travel assistance services as provided by Our nominated emergency assistance provider.

Emergency medical assistance means co-ordination of emergency medical treatment and services, including but not limited to:

- a) arranging for hospitalisation,
- b) repatriation,
- c) transfers,
- d) medical supervision during transportation,
- e) burial arrangements,

subject to the Our nominated emergency assistance provider's prior express consent (not to be unreasonably withheld).

At Our nominated emergency assistance provider's direction, emergency medical assistance may also include:

- a) arranging for family or friends to travel to the Insured Person while the Insured Person is hospitalised, and/or
- b) arranging for family or friends to accompany –the Insured Person on their repatriation.

Other travel assistance means assistance for non-medical events including:

- a) providing a message service to the Insured Person to enable you to keep in touch with family, employees and travel agents,
- b) organising the Insured Person's evacuation in the event of a political or environmental event which necessitates evacuation,
- c) pre-departure health information,
- d) location of Embassies and Consulates,
- e) legal referral service,
- f) assistance in replacing travel documents and passports,
- g) referral to financial providers to cancel and replace lost or stolen credit cards and cheques, and/or
- h) assistance and advice regarding the replacement of lost or stolen luggage.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. Our nominated emergency assistance provider must be informed as soon as practicably possible of any potential claim under this Section. If You or the Insured Person does not seek Our nominated emergency assistance provider's prior approval, then We may be entitled to reduce our liability under this Section to the amount that would otherwise have been authorised.
- 2. You and/or the Insured Person should not try to provide solutions to problems encountered without involving Our nominated emergency assistance provider as this may prejudice reimbursement of expenses. We may reduce or refuse to pay compensation to the extent We are prejudiced.
- 3. Repatriation may be organised by Our nominated emergency assistance provider by the most appropriate method including, if necessary, the use of air services.

## LOSS OF DEPOSITS, CANCELLATION / CURTAILMENT EXPENSES

## LOSS OF DEPOSITS

#### **EXTENT OF COVER**

If during the Period of Insurance You or an Insured Person incurs reasonable Travel and Accommodation Expenses, out of pocket expenses and other expenses paid in advance of a proposed Journey as a result of any of the Circumstances set out below, We will pay for those expenses up to the amount specified in the Placing Schedule against Section 6.

#### **CIRCUMSTANCES** means:

- 1. The unexpected death, Injury or Illness of the Insured Person which results in the Insured Person being certified by a Medical Practitioner as being unfit to commence the planned Journey.
- 2. The unexpected death, Injury or Illness of any person with whom the Insured Person intended to travel which results in the person being certified by a Medical Practitioner as being unfit to commence the planned Journey.
- 3. Prior to the Journey commencing, a Relative, travelling companion or business associate of the Insured Person dies unexpectedly or suffers a Serious Injury or Serious Illness.
- 4. The compulsory quarantine or jury service of an Insured Person or any person with whom the Insured Person intended to travel.
- 5. The Insured Person's residence or business suffers major loss or damage.
- Any unforeseen circumstances outside Your control or of that of the Insured Person not specifically described elsewhere in the Policy and not otherwise excluded.

## CANCELLATION / CURTAILMENT EXPENSES

#### **EXTENT OF COVER**

If, while on a Journey, You or an Insured Person reasonably incurs Travel and Accommodation Expenses, out of pocket expenses and other expenses as a result of any of the Circumstances set out below, We will pay for those expenses up to the amount specified in the Placing Schedule against Section 6.

## **CIRCUMSTANCES** means:

- 1. the unexpected death, Injury or Illness of a member of the Insured Person's travelling party, resulting in the Insured Person having to return to the point of origin of a Journey; or
- 2. the unexpected death, Serious Injury or Serious Illness of the Insured Person's Relative, business associate or travelling companion; or
- 3. the unexpected death, Serious Injury or Serious Illness of the Insured Person's Relative or close business associate, including the costs for the Insured Person to return to the point of origin of the Journey and the subsequent return of the Insured Person so that they can continue with their Journey; or
- 4. the Insured Person or their travelling companion losing their passport or travel documents; or
- 5. the Insured Person's residence or business suffering major loss or damage; or
- 6. the Insured Person or travelling companion innocently breaking quarantine regulations and Journey is delayed; or

- 7. cancellation or curtailment of travel or accommodation arrangements due to strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters; or
- 8. Any unforeseen circumstances outside Your control or of that of the Insured Person. other than those circumstances described in 1 -6 above or specifically described elsewhere in the Policy and not otherwise excluded.

## **DEFINITIONS**

The definition below applies to this Section and operates in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

Travel and Accommodation Expenses means

a) any amount that You or the Insured Person have paid, or are liable to pay by reason of any contract, for the supply of transportation of any type, accommodation, food and conference or seminar facilities,

or

b) at Your or the Insured Person's option, the reasonable cost of re-arranging such supply of transportation of any type, accommodation, food, conference or seminar facilities provided the cost is not greater than the cancellation fees and lost deposits which would have been incurred if the supply or air travel had been cancelled.

## **EXTENSIONS**

#### CHILDCARE/NANNY BENEFIT

If the Insured Person is delayed beyond the Journey's original return date due to an event covered by this Policy and incurs additional childcare costs for their Dependent Child(ren) as a direct result of that delay, We will reimburse the Insured Person for the additional cost of registered childcare, up to the maximum amount any one Insured Person as shown in the Placing Schedule.

#### CONTINUOUS WORLDWIDE BED CONFINEMENT

If during a Journey, an Insured Person is confined to bed by a Medical Practitioner, We will pay the Insured Person for each day of bed confinement the amount as shown in the Placing Schedule, subject to the maximum number of days shown in the Placing Schedule.

#### **CORPORATE EVENTS**

Cover is extended to include persons, who are not Insured Persons, invited to travel as Your guests to events organised or hosted by You; provided that any losses or expenses incurred are not insured under another policy, or otherwise recoverable from any other source after reasonable attempts have been made to seek a recovery.

We will reimburse up to the maximum amount as shown in the Placing Schedule per person and any one event.

## **CRUISE DIVERSION COVER**

If, while on a Journey, an Insured Person's cruise vessel is diverted for the sole purpose to enact a marine rescue, as required by international conventions, We will pay the Insured Person the amount as shown in the Placing Schedule for each day of diversion from the scheduled cruise course, subject to the maximum number of days as shown in the Placing Schedule.

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#### **CRUISE SCHEDULING COVER**

If, while on a Journey, an Insured Person's cruise vessel does not dock at the ports as noted on the Insured Person's itinerary due to inclement weather and/or mechanical breakdown, We will pay the Insured Person the amount as shown in the Placing Schedule for each scheduled docking day missed, subject to the maximum amount as shown in the Placing Schedule.

Provided that the Insured Person supplies:

- a) a copy of the original itinerary; and
- b) a letter from the cruising organisation detailing the reasons for the missed docking.

#### **DAMAGE TO RESIDENCE**

If, while on a Journey, the Insured Person's normal place of residence sustains damage which renders it unsafe to live in at the completion of their Journey, We will reimburse additional accommodation, meal and travelling expenses incurred up to the amount as shown in the Placing Schedule for each day the residence remains unsafe following completion of the Journey, subject to the maximum amount as shown in the Placing Schedule. Provided this benefit is not otherwise insured under a home and/or contents insurance, or other insurance policy.

#### FINANCIAL INSOLVENCY

If You or the Insured Person incurs 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 or insolvency, We will reimburse You or the Insured Person for those expenses.

#### Provided that:

- a) You and/or Insured Person must first seek compensation from any other available source and any compensation provided will be deducted from the claim, and
- b) if payment was made via credit card the relevant credit card provider has been contacted requesting the transaction be reversed.

We will reimburse up to the maximum amount per event as shown in the Placing Schedule.

## LOSS OF FREQUENT FLYER POINTS

If, as a result of an event or circumstances for which expenses for forfeited travel would be reimbursed under either the Additional Expenses (as defined under Section 4) or Cancellation / Curtailment Expenses cover in this Section of the Policy, an Insured Person's airline ticket is cancelled resulting in loss of frequent flyer or similar customer loyalty points, We will pay for the loss of those frequent flyer or similar customer loyalty points up to the maximum amount as shown in the Placing Schedule.

The amount payable will be calculated as follows:

- 1. The cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less your financial contribution towards the airline ticket multiplied by
- 2. the total amount of points lost divided by
- 3. the total amount of points redeemed to obtain the airline ticket.

We will not provide cover if the loss of such points or their value can be recovered unless You or the Insured person have been unable to obtain a recovery of such points or their value within a reasonable timeframe and after reasonable attempts have been made to seek a recovery.

#### **LOUNGE ACCESS**

If an Insured Person has arrived at an airport to continue their Journey and their next immediate flight is delayed for a minimum of ninety (90) minutes from its expected departure time, We shall reimburse the Insured Person for the cost of entry to a paid lounge airside of the airport they are departing from, provided that:

- a) the Insured Person is not travelling in a class that automatically provides for airline lounge access;
- b) check in formalities have been completed; and
- c) no advice has been received from the airline prior to arrival at the airport that the flight was to be delayed.

If there is no lounge access available, coverage is extended to out of pocket expense such as phone charges, food and the like.

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### **OVERBOOKED FLIGHT**

If the Insured Person cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within six (6) hours of the scheduled departure time, We will pay for any reasonable expenses incurred as a result of the delay. The benefit payable shall be reduced by any amount of compensation the Insured Person receives from the air carrier or any other source.

We will not be liable for any expenses already incurred and paid elsewhere under this Section 4 and/or Section 12 – Missed Transport Connection for the same event.

We will reimburse the Insured Person, per event up to the maximum amount as shown in the Placing Schedule.

#### PET BOARDING EXPENSES

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

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### PRE-JOURNEY THEFT OF PASSPORT BENEFIT

If within seven (7) days before the planned departure date for the commencement of a Journey, an Insured Person's passport or visa is stolen, and the Insured Person incurs additional travel or accommodation expenses, We will pay the Insured Person:

- 1. the reasonable additional travel costs and accommodation expenses necessarily incurred; and
- 2. the cost of the replacement passport or visa whilst awaiting receipt of a replacement or interim passport to commence or continue the planned Journey.

Provided that the Insured Person:

- a) reports the passport or visa as stolen to the police or other appropriate authority as soon as reasonably practicable after the Insured Person becomes aware that the passport or visa has been stolen, and
- b) takes all reasonable steps to obtain a replacement passport as soon as reasonably practicable after they become aware that the passport has been stolen.

We will pay the Insured Person up to the maximum amount as shown in the Placing Schedule.

No cover is provided for You or the Insured Person for any additional travel or accommodation expenses if the Insured Person's passport or visa has expired or does not have the minimum required validity to meet the visa and immigration requirements of the countries the Insured Person is visiting or transiting.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable for any loss:

- 1. attributable to;
  - a) a Journey that is planned and/or undertaken by the Insured Person against the advice of a Medical Practitioner or to seek medical treatment or advice; or
  - b) carrier caused delays where the cost of the expenses are recoverable from the carrier where all reasonable action has been undertaken to recover such expenses; or
  - c) any business or contractual obligations of You or the Insured Person; or
  - d) any disinclination on the part of the Insured Person or of any other person to travel; or
  - e) the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Journey; or

- f) cancellation or curtailment of scheduled public transport services if there had been prior warning in the media before the date of commencement of the particular Journey that the event or events resulting in the cancellation or curtailment was or were likely to occur during the Journey; or
- g) cancellation, disruption or alteration of a Journey due to any circumstance which was foreseen, or could reasonably have been expected to be foreseen, by You or the Insured Person prior to the travel and/or accommodation bookings being made; or
- h) incurred where any loss or event is specifically covered, or excluded elsewhere in the Policy; or
- i) recoverable from any other source where all reasonable action has been undertaken to recover.
- 2. For expenses which are recoverable from any other source unless You or the Insured Person have been unable to obtain a recovery within a reasonable timeframe and after all reasonable efforts have been made to seek a recovery.

# BAGGAGE / BUSINESS PROPERTY / ELECTRONIC EQUIPMENT AND MONEY / TRAVEL DOCUMENTS

## **EXTENT OF COVER**

If, while on a Journey, an Insured Person sustains Loss or theft of or damage to:

- 1. Baggage or Business Property, or
- 2. Electronic Equipment, or
- 3. Money or Travel Documents, including loss arising from their fraudulent use:

We will indemnify, in accordance with the Basis of Settlement, You or the Insured Person in respect of such loss, theft or damage up to the amount specified in the Placing Schedule for Baggage / Business Property, Electronic Equipment and Money / Travel Documents against Section 7.

#### We will also:

- 1. pay the Insured Person for the non-recoverable costs of replacing any Travel Documents and Money lost, stolen or damaged where all reasonable actions have been taken to seek recovery of such costs;
- 2. indemnify the Insured Person for their legal liability for payment arising out of the loss, theft or unauthorised use by other persons of the Insured Person's Travel Documents or Money resulting from a Journey undertaken by the Insured Person;
- 3. pay up to two thousand dollars (\$2,000) for the replacement of keys and locks if the Insured Person loses their identification and keys at the same time whilst on a Journey.
- 4. Indemnify the Insured Person for baggage left in any mode of transport and not recoverable from the transport provider.

## **BASIS OF SETTLEMENT**

- 1. In respect of Baggage, Business Property (other than plans, business papers, specifications, manuscripts and stationery) or Electronic Equipment, We will:
  - a) replace the item with the nearest equivalent new item; or
  - b) repair the item to the condition it was in when new.

In consultation with the Insured and/or the Insured Person We may pay the cost of such replacement or repair of the articles in cash.

- 2. In respect of plans, business papers, specifications, manuscripts and stationery and Travel Documents We will pay the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to You or the Insured Person of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and the place of the loss, theft or damage.
- 3. In respect of all other property We will,
  - a) replace the item with the nearest equivalent new item or
  - b) repair it to a condition substantially the same as it was immediately before the loss, theft or damage

In consultation with the Insured and/or the Insured Person, We may pay the indemnity value of the property at the time of the loss, theft or damage.

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#### **DFFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

Baggage means personal effects, excluding Electronic Equipment, belonging to You or the Insured Person or for which the Insured Person is legally responsible which are taken on the Journey or acquired during the Journey but shall not include household furniture or effects unless acquired during the Journey.

Business Property means plans, business papers, specifications, manuscripts, stationery and office or business equipment, excluding Electronic Equipment, and promotional material and samples of every description. Business Property also includes any other goods not mentioned and intended for use in connection with any trade, business or occupation.

Electronic Equipment means all electronic equipment including personal computers and mobile phones belonging to You or the Insured Person.

Loss means items which are unrecoverable due to circumstances outside the control of You or the Insured Person.

Money means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, credit card(s), automatic teller machine cards.

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

## **EXTENSIONS**

#### **DEPRIVATION OF BAGGAGE**

In the event of any carrier delaying, misdirecting, losing or temporarily mislaying an Insured Person's baggage for more than six (6) consecutive hours during a Journey, We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule against this extension by way of reimbursement for any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing or requisites.

## **DATA CONNECTION BENEFIT**

If, during a Journey, the Insured Person suffers theft of, damage to or Loss of their mobile phone, We will reimburse the reasonable expenses to replace any network plan, software & applications installation and connection or settings configuration, provided that the loss, theft, damage or deprivation of the mobile phone is reported to the police, transport carrier or other local authorities as soon as reasonably practicable and provide a written report if it is reasonably required and within the power of the Insured Person to provide such a report. The Insured Person must also report any loss or theft of a mobile phone to the service provider to have the device blocked using the IMEI (International Mobile Equipment Identity) number, and provide written confirmation if it is reasonably required and within the power of the Insured Person to provide such confirmation from the service provider when submitting a claim.

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

## DATA RECOVERY BENEFIT

If the Insured Person suffers damage to their laptop or computer hard drive, any external drive (including but not limited to flash drive, SD card, or similar storage), We will reimburse the Insured Person for expenses incurred to recover the data on the damaged drive. Data recovery must be carried out by an information technology professional who is not a Relative or person permanently living with the Insured Person.

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### EXTENDED PERIOD OF COVER FOR MONEY, BUSINESS PROPERTY AND ELECTRONIC EQUIPMENT

Notwithstanding the Extent of Cover under this Section, in respect of:

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

#### **HOME BURGLARY EXCESS**

If, while on a Journey, the Insured Person's normal place of residence is burgled, We will reimburse the Insured Person for the excess amount they are liable to pay under their home and/or contents insurance policy up to the maximum amount as shown in the Placing Schedule.

#### FRAUDULENT OR UNAUTHORISED USE

If, while on a Journey the Insured Person sustains a loss arising from the unauthorised or fraudulent use of Baggage, Business Property or Electronic Equipment. We will pay the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### REPATRIATION OF BELONGINGS

If, while on a Journey, the Insured Person sustains an Injury or Illness for which they are hospitalised for any period; or is evacuated and repatriated and as a result is separated from their belongings, We will reimburse any expenses reasonably and necessarily incurred in returning the Insured Person's Baggage, Business Property, Electronic Equipment, Money and/or Travel Documents to them, or to their normal place of work or normal place of residence. We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise

- 1. The Insured Person shall take reasonable precautions for the safety and supervision of any insured Baggage, Business Property, Electronic Equipment Money and Travel Documents.
- 2. After We pay a claim under this Section of the Policy in respect of any property loss or damage, other than where We repair the item for You or the Insured Person, We shall be entitled to take and keep possession of such property and to deal with the salvage of that item in a reasonable manner.
- 3. All loss or damage attributable to theft must be reported to the police or transport carrier or other appropriate authority as soon as reasonably practicable after discovery of the loss or damage and a written acknowledgement of the report obtained where reasonably practicable.

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## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable for any loss, theft, damage or expense:

- 1. due to confiscation by customs or any other lawful authority; or
- 2. caused by wear and tear, deterioration, atmospheric or climatic conditions, mechanical or electrical breakdown, product defect, malfunction or failure, insects, rodents or vermin or by any process of cleaning, repairing, restoring or alteration; or
- 3. caused by scratching or breaking of fragile or brittle articles if as a result of Your or the Insured Person's negligence; or
- 4. which is recoverable by You or by the Insured Person from any other source (e.g. airline tour operators or other domestic or travel insurance policies), unless You or the Insured Person have been unable to obtain a recovery within a reasonable timeframe and after reasonable efforts have been made to seek a recovery; or
- 5. in respect of Electronic Equipment as a result of theft or attempted theft which occurs whilst any items are unattended unless securely locked inside a building (e.g. hotel, apartment, etc.) or securely locked and or completely out of sight inside a motor vehicle.
  - Provided that this Exclusion shall not apply in circumstances where the Insured Person has no option other than to leave the property temporarily unattended; or
- 6. in respect of Baggage, Business Property or Electronic Equipment:
  - a) shipped under any freight agreement or items sent by postal or courier services;
  - b) consisting of any goods intended for trade or sale, except for any loss up to an amount of \$5,000.
- 7. in respect of Money or Travel Documents
  - a) where the loss arises out of devaluation of currency or shortages due to error or omission during monetary transactions; or
  - consisting of cheques, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage; or
  - c) consisting of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.

## ALTERNATIVE EMPLOYEE / RESUMPTION OF ASSIGNMENT EXPENSES

## **EXTENT OF COVER**

If You necessarily incur Expenses to either:

- send a substitute person to complete the business activities, commitments and objectives of an Insured Person as the direct result of
  - a) the Insured Person suffering unexpected death, Injury or Illness during a Journey that prevents the Insured Person from completing their assignment, business commitments or objectives, or
  - b) as a result of a claim being accepted under Cancellation / Curtailment Expenses (Section 6);

OR

2. return an Insured Person who has been repatriated to their Country of Residence following an event for which a claim has been accepted under Section 4 or 5 of this Policy, within ninety (90) days of such repatriation, to complete their original assignment, business commitments or objectives

We will pay You for such Expenses up to the Sum Insured specified in the Placing Schedule under this Section.

#### **DFFINITION**

The definition below applies to this Section and operates in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

#### Expenses means

- 1. an economy return air flight for all domestic air trips within the Insured Person's Country of Residence; or
- a business class return air flight for international air trips outside the Insured Person's Country of Residence; and
- 3. all other reasonable additional accommodation, meal and travelling expenses incurred in the course of the transportation of the substitute person or the return of the Insured Person.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable for any such expenses:

- 2. where the Insured Person's Journey is undertaken against the advice of a Medical Practitioner or to seek medical treatment or advice;
- 3. which You or the Insured Person had paid or necessarily incurred as part of the original budget for the Journey;
- 4. incurred directly or indirectly in relation to an Insured Person's terminal condition which was diagnosed by a Medical Practitioner prior to the Journey being booked.

## PERSONAL LIABILITY

## **EXTENT OF COVER**

If an Insured Person shall become legally liable to pay damages in respect of:

- Personal Injury;
- 2. Property Damage,

as a result of an Occurrence arising out of or in the course of the Insured Person's Journey commenced during the Period of Insurance,

We will indemnify the Insured Person against such damages up to the Limit of Liability specified in the Placing Schedule for Section 9.

We will also pay in addition to the Limit of Liability

- a) all legal costs and expenses recoverable by a claimant from the Insured Person;
- b) all legal costs and expenses incurred with Our consent (not to be unreasonably withheld) in the investigation or defence of any claim.

#### **COURT ATTENDANCE EXTENSION**

If, in connection with an event that has resulted in a valid claim under this Section of the Policy, a court requires the attendance of an Insured Person, We shall pay that Insured Person the amount shown in the Placing Schedule per day for each day up to a maximum amount per Insured Person as shown in the Placing Schedule.

#### **DFFINITIONS**

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The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

#### **Personal Injury means**

- 1. bodily injury, death, Illness disease, disability, shock, fright, mental anguish and/or mental injury including loss of services and/or consortium resulting from any of these;
- 2. false arrest, false imprisonment, wrongful detention, malicious prosecution or humiliation, trespass or nuisance:
- 3. discrimination as a result of race, religion, sex, marital status, age, intellectual impairment, disability or otherwise (unless insurance thereof is prohibited by law) not committed by or at Your direction;
- 4. wrongful entry or wrongful eviction or other invasion of privacy;
- 5. the publication of a libel or other defamatory or disparaging material or the utterance of a slander or invasion of right of privacy;
- 6. assault and battery not committed by or at Your direction unless committed for the purpose of preventing or eliminating danger to persons or property.

#### Property Damage means

- physical loss of, damage to or destruction of tangible property, including the resultant loss of use;
- 2. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, which results in Personal Injury and/or Property Damage neither expected nor intended (except for the matters set out in part 6 of the Definition of Personal Injury above) from Insured Person's standpoint. All Occurrences of a series consequent on or attributable to one source or original cause shall be deemed one Occurrence.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. No admission, offer, promise, payment or indemnity shall be made without Our consent (not to be unreasonably withheld). Otherwise, We may reduce or refuse the claim to the extent We are prejudiced by the Insured's or the Insured Person's admission, offer, promise, payment or indemnity. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim, and We shall have reasonable discretion in the handling of any proceedings that are wholly or partially covered under this Section. The Insured Person may seek an update on the status of the proceedings or settlement, and We shall consult the Insured Person where appropriate.
- 2. We may at any time pay to the Insured Person in connection with any claim or series of claims arising from the one original cause the Limit of Liability specified in the Placing Schedule (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable in respect of:

- 1. Personal Injury to any person who is under a contract of service or apprenticeship with You when such Personal Injury arises out of or in the course of the person's employment with You.
- 2. Property Damage to property belonging to or in the custody of the Insured Person.
- 3. Personal Injury or Property Damage caused by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured Person is the owner or driver or pilot thereof, or has it in their care, custody or control. This exclusion does not apply to golf buggies, wheelchairs and other devices to assist invalided persons.
- 4. liability assumed under contract unless such liability would have arisen in the absence of such contract. Otherwise, We may reduce or refuse the claim to the extent We are prejudiced.
- aggravated, exemplary or punitive damages or the payment of any fine or penalty.

## RENTAL VEHICLE EXCESS COVER

## **EXTENT OF COVER**

If during a Journey an Insured Person is the renter or hirer of a Rental Vehicle and that Rental Vehicle is involved in a collision or is stolen or damaged, We will reimburse You or the Insured Person for any rental / hire vehicle excess for which You or the Insured Person is liable under the insurance policy covering the Rental Vehicle, up to the amount shown in the Placing Schedule against this Section for any one Insured Person any one event.

## **DEFINITION**

The definition below applies to this Section and operates in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

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 an Insured Person and does not include any other vehicle or use.

## **EXTENSIONS**

#### **ADMINISTRATIVE EXPENSES**

We will also reimburse You or the Insured Person for any administrative expenses applied by a licensed Rental Vehicle company in connection with Rental Vehicle excess liability, up to the maximum amount as shown in the Placing Schedule.

## RENTAL VEHICLE COLLECTION AND RETURN – EXTENDED PERIOD

Rental Vehicle Excess Cover is extended for a period of up to twenty-four (24) hours prior to the commencement of the Journey, and up to twenty-four (24) hours after conclusion of a Journey. Cover will commence when the Rental Vehicle is in Your or the Insured Person's control and conclude when it is returned to the Rental Vehicle company.

#### **RENTAL VEHICLE RETURN COSTS**

In the event that the Insured Person is unable to fulfil their contractual obligations under the rental/hiring agreement in returning the Rental Vehicle due to any circumstances that give rise to a claim under any other Section of this Policy, We will also pay the costs incurred for the return of the Rental Vehicle. We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### **TOWING EXPENSES**

If the Insured Person's Rental Vehicle or personal motor vehicle (only if the personal vehicle is used in accordance with Use of Personal Motor Vehicle for Business Purposes below) is involved in a collision or is damaged and rendered undriveable, or the Insured Person is deemed by Medical Practitioner or Dentist to be unfit to drive as a result of Injury or Illness suffered on a Journey; We will reimburse You or the Insured Person for towing fees not covered under the rental/hiring agreement, the Insured Person's comprehensive motor vehicle insurance policy, or roadside assistance program, up to the maximum amount as shown in the Placing Schedule.

## USE OF PERSONAL MOTOR VEHICLE FOR BUSINESS PURPOSES – EXCESS AND/OR NO CLAIM REIMBURSEMENT

If, while on a Journey, the Insured Person uses their personal motor vehicle for business purposes and the vehicle is involved in an accident or is stolen or damaged, We will:

- a) reimburse the prescribed excess payable under the Insured Person's comprehensive motor vehicle insurance policy paid or the actual costs paid for any repairs to the vehicle if less than the prescribed excess and which is not legally recoverable from any other source within a reasonable time frame and following reasonable attempts to recover such costs;
- b) reimburse any substantial cumulative loss of any no claim allowance resulting from the loss or damage to the Insured Person's vehicle.

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

#### USE OF PERSONAL MOTOR VEHICLE FOR BUSINESS PURPOSES – MOTOR VEHICLE HIRE

If, while on a Journey, the Insured Person uses their personal motor vehicle for business purposes and the vehicle is involved in an accident or is stolen or damaged, We will pay for the cost of hiring a similar motor vehicle.

We will reimburse the Insured Person up to the maximum amount as shown in the Placing Schedule.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

As part of the arrangement for the rent or hire of the Rental Vehicle, the Insured Person must take all compulsory motor vehicle insurance provided by the rental -company, against loss or damage to the Rental Vehicle during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under the policy to purchase excess buy back.

In the event of a claim regarding an Insured Person's personal motor vehicle, the Insured Person must supply Us with the following information, to the extent that the information is available to the Insured Person:

- a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the Insured Person's personal motor vehicle;
- b) evidence from the Insured Person's motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable for any claims caused or contributed to by:

- 1. the operation of the vehicle in breach of the provisions of the hiring agreement by You, the Insured Person, or any other person operating the vehicle with Your or the Insured Person's consent; or
- 2. the use of the Rental Vehicle or the -Insured Person's personal motor vehicle by an Insured Person without holding a valid license for the country the motor vehicle is being operated in; or
- 3. the use of the Rental Vehicle or the -Insured Person's personal motor vehicle when not comprehensively insured.

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## EXTRA TERRITORIAL WORKERS COMPENSATION EXTENT OF COVER

This Section applies only:

- 1. with respect to Insured Persons who are employed by You or who are deemed by any applicable Worker's Compensation Legislation to be workers employed by You, who are employed or engaged within Australia in a managerial, clerical, administrative, sales or technical capacity and whose employment or engagement is to be performed substantially within Australia;
- 2. if You maintain in force during the currency of this Policy within Australia Workers' Compensation Insurance as required by the law of any State or Territory which applied to Your employment of workers or You are licensed under such laws as a self insurer; and
- 3. while an Insured Person (as described in 1. above) is working on a temporary basis (but not exceeding in any event six (6) months) outside the State or Territory in which the Insured Person's usual place of employment or employment base, is located.

We will indemnify You against Your liability:

- 1. to pay compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependents for death, injury or occupational disease arising out of or in the course of employment;
- 2. to pay damages at common law (but not where entitlement arises solely under any statute);

arising out of the death, injury or occupational disease suffered by an Insured Person as a result of an accident or occurrence happening during a Journey in the circumstances set out above.

The indemnity provided to You under this Section shall be:

- 1. in the case of a claim for compensation benefits, the difference between the amount so payable and the amount which the Insured Person or their dependents are entitled to claim under any Workers' Compensation Insurance which You have effected within Australia as described above, but not to exceed the Limits of Liability stated in the Placing Schedule for Section 11.
- 2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by You and the amount of indemnity to which You would have been entitled under any Workers' Compensation Insurance which You have effected in Australia as described above, but not to exceed the Limits of Liability stated in the Placing Schedule for Section 11.

## LIMIT OF LIABILITY

The Limits of Liability stated in the Placing Schedule for Section 11 shall apply as follows:

- 1. Limit (A) is the limit of weekly compensation for each Insured Person;
  - Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more Insured Persons;
  - Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one Period of Insurance, whether involving one or more Insured
- 2. any Benefits otherwise payable under Sections 1 and 4 of this Policy with respect to any Insured Person shall be reduced by the amount of any Benefit payable under this Section with respect to that Insured Person.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. In the event of any occurrence giving rise to indemnity under this Section, We shall be entitled to exercise any right of recovery against any third party in Your name and for Our own benefit and You shall give Us all assistance as We may reasonably require and which is within Your power to give.
- 2. You shall, if reasonably required by Us, make available to Us such information and documentation with respect to the claim brought by the Insured Person, including medical reports, report of Injury forms, claim forms and any other documentation which comes into Your possession, and You shall, if reasonably required by Us, authorise Us to have access to the files and information held by any Worker's Compensation Insurer with whom You have effected insurance.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

- 1. There is no indemnity under this Section with respect to any claim for exemplary, punitive or aggravated damages.
- 2. No indemnity will be paid where We are prohibited from paying due to government legislation, whether existing or amended.

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## MISSED TRANSPORT CONNECTION

## **EXTENT OF COVER**

If the Insured Person, whilst on a Journey, misses a transport connection due to any unforeseen circumstances outside the control of the Insured or the Insured Person and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed because of their late arrival,

We will reimburse the reasonable extra expenses actually and necessarily incurred, up to the amount shown the Placing Schedule for this Section, to enable the Insured Person to use alternative scheduled public transport services and arrive at their destination on time, if due to any unforeseen circumstances outside Your or the Insured Person's control, the Insured Person misses a transport connection and is unable to arrive at their destination by the time originally scheduled.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We will not be liable for:

- any missed transport connection arising from a business commitment, change in plans or a financial or contractual obligation of the Insured Person or of any travelling companion, business associate or Relative: or
- 2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey; or
- 3. the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior to the Insured Person booking their Journey; or
- 4. expenses which are recoverable by You and/or an Insured Person from any other source, unless You or the Insured Person have been unable to obtain a recovery within a reasonable timeframe and after reasonable efforts have been made to seek a recovery.

## POLITICAL / NATURAL DISASTER EVACUATION

## **EXTENT OF COVER**

If, whilst an Insured Person is in a country outside their Country of Residence on a Journey and:

- a) the government in the country the Insured Person is travelling recommend that certain categories of persons which categories include the Insured Person, shall leave that country; or
- b) the government in the Insured Person's Country of Residence issue a travel warning recommending that certain categories of persons, which categories include the Insured Person, should leave that country; or
- c) the Insured Person is expelled or declared persona non grata; or
- d) there is wholesale seizure, confiscation or expropriation of Your or the Insured Person's property, plant and equipment; or
- e) a natural disaster or environmental emergency situation has occurred necessitating their immediate evacuation in order to avoid risk of injury or Illness.

We will pay, up to the maximum amount as shown in the Placing Schedule, including:

- i) the cost of returning the Insured Person to their Country of Residence; or
- ii) the cost of evacuating the Insured Person to the nearest place of safety and the reasonable costs of accommodation, up to a maximum of five hundred (\$500) per day any one Insured Person; and
- iii) in the case of a natural disaster or environment emergency situation, at the conclusion of the situation, for the arrangements to return the Insured Person to their workplace in the impacted area, but only if the Insured Person has not already returned to their Country of Residence.

We will not pay:

- i) in respect of any necessary air flight, more than the cost of a business flight; and
- ii) in respect of the costs of accommodation, for a period in excess of twenty one (21) days any one event.

## **EXTENSIONS**

#### **INCIDENTAL EXPENSES**

In connection with a valid claim under this Section, We will reimburse the Insured or Insured Person for any reasonable incidental expenses incurred over and above any pre-budgeted expenses, up to the maximum amount as shown in the Placing Schedule.

## SPECIALIST SECURITY PERSONNEL

If an Insured Person is on a Journey and it is deemed necessary by Us or Our security advisers to appoint specialist security personnel to provide assistance for and, if required be deployed to, the Insured Person due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the Insured Person, then We will pay for the reasonable and necessary costs and expenses incurred.

We will pay up to the maximum amount as shown in the Placing Schedule.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. If the Insured Person is required to leave the country they are in, We or Our nominated assistance provider must be contacted beforehand, if it is reasonably practicable to do so. Where possible, We and/or Our nominated assistance provider will make the travel arrangements and in all cases, We will decide where to send the Insured Person based on the circumstances.
- 2. We may be entitled to reduce Our liability under this Section if We or Our nominated assistance provider is not contacted beforehand.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We will not pay for losses arising from or attributable to:

- 1. the Insured Person violating the laws or regulations of the country they are in; or
- 2. any debt, insolvency, commercial failure, the repossession of any property by a title holder or any other financial cause.

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## **IDENTITY THEFT EXTENSION**

## **EXTENT OF COVER**

If, as a result of the theft of an Insured Person's Identity Documents whilst on a Journey, that Insured Person is the victim of Identity Theft, We shall indemnify the Insured Person for;

- a) Reasonable Legal Expenses; or
- b) the Insured Person's legal obligation to pay a creditor for a charge or withdrawal not authorised by the Insured Person in connection with a Credit Account or bank account opened in the Insured Person's name without their authorisation as a result of the Identity Theft; and/or
- c) Miscellaneous Expenses.

We will pay up to the maximum amount as shown in the Placing Schedule.

#### **DEFINITIONS**

The definitions below apply to this Section and operate in addition to the definitions which appear under the Section titled Definitions Applicable to All Sections of This Policy, unless explicitly stated otherwise.

Credit Account means any credit arrangements form a financial institution for personal use, such as a credit card account or a car / home / personal loan account.

Earnings means Pre-Disability Earnings as defined in Section 1 Personal Accident & Illness of this Policy.

Identity Documents means papers or other items containing reference to the Insured Person's identity including, but not limited to passport; visas, entry permits, travel tickets, travellers' and other cheques, driver's licence; credit, debit and bank cards; share certificates; birth certificate; financial institution account details; insurance documents; utilities account details; membership numbers of professional associations.

Identity Theft means the unauthorised, fraudulent, dishonest or unlawful use of the Insured Person's personal details.

Miscellaneous Expenses means the following:

- a) The cost of re-filing applications for Credit Accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of the Identity Theft; or
- b) The cost of obtaining legal copies of documents related to the Insured Person's Identity Theft, long distance telephone calls and certified mail reasonably incurred as a result of the Insured Person's efforts to report the Identity Theft or to correct their financial and credit records that have been altered as a result of the Identity Theft; or
- c) The cost of contesting the accuracy or completeness of any information contained in the Insured Person's credit history or credit reports as a result of the Identity Theft; and/or
- d) The cost of a maximum of four (4) credit reports from an entity authorised by the Australian Securities and Investments Commission (ASIC)) or similar relevant entity if conducted outside Australia. The credit reports shall be requested when a claim is made.

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Reasonable Legal Expenses means legal expenses incurred:

- a) to resolve any dispute arising as a result of Identity Theft; or
- b) in connection with the re-submission of applications for loans, grants and other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft; or
- c) notarise affidavits or other similar documents, amending or rectifying records in regard to the Insured Person's true name or identity as the result of Identity Theft; or
- d) in the defence of any legal action against the Insured Person by a creditor or collection agency for non payment of goods or services or default on a loan resulting from Identity Theft; and/or
- e) to remove any civil or criminal judgment wrongfully entered against the Insured Person as a result of IdentityTheft.

## **EXTENSION**

#### **LOSS OF EARNINGS**

We will also pay for the Insured's Person's loss of Earnings during the twelve (12) months following making a claim under this extension attributed to the time taken from work solely as a result of the Insured Person's efforts to correct their financial records that have been altered due to the Identity Theft, up to the maximum amount as shown in the Placing Schedule against this extension.

## **CONDITIONS**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable to All Sections of The Policy", unless explicitly stated otherwise.

- 1. You or the Insured Person must file a police report as soon as reasonably practicable, after discovering the Identity Theft;
- 2. The Insured Person must take all reasonable steps to prevent additional damage to an Insured Person's identity;
- 3. In connection with any claim for Identity Theft the Insured Person must provide if reasonably practicable;
  - a) verification from the relevant financial institution in relation to any claim for a charge or withdrawal not authorised by the Insured Person;
  - b) proof that it was necessary to take time away from the Insured Person's work if they make a claim for lost income. We will ask an Insured Person to submit proof from their employer that they took unpaid days off.

## SPECIFIC EXCLUSIONS

The exclusions below operate in addition to the exclusions which appear under the Section titled General Exclusions Applicable to All Sections of the Policy, unless explicitly stated otherwise.

We shall not be liable under this Section for:

- 1. monetary losses other than those expenses and losses specifically insured under this extension;
- 2. the cost of credit reports requested before the discovery of the Identity Theft;
- 3. any expenses submitted more than 12 months from the time the Identity Theft was reported to Us;
- 4. any identity theft expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by You or an Insured Person or any person acting with You or an Insured Person, or by any authorised representative of You or an Insured Person, whether acting alone or in collusion with others. This exclusion does not apply to You or an Insured Person if You or the Insured Person were not the perpetrator of any such actual or attempted fraudulent, dishonest or criminal act or did not know of or condone any such act

## **SEARCH & RESCUE EXPENSES**

#### **EXTENT OF COVER**

If, while on a Journey outside their Country of Residence, the Insured Person is reported as missing and it becomes necessary for rescue or police authorities to instigate a search and rescue operation where:

- 1. it is known or believed that the Insured Person may have sustained an Injury or suffered Illness; or
- 2. weather or safety conditions necessitate such an operation to prevent the Insured Person from sustaining an Injury or suffering Illness,

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

The maximum amount We will pay for any one Insured Person and any one event is the amount shown in the Placing Schedule under this Section.

#### CONDITIONS

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled "General Provisions Applicable To All Sections Of The Policy", unless explicitly stated otherwise.

- 1. The Insured Person must take reasonable steps to comply with local safety advice and adhere to recommendations prevalent at the time.
- The Insured Person must not knowingly endanger either their own life or the life of any other Insured Person or knowingly engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
- 3. We or Our assistance provider must be informed as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- 4. Expenses are only payable for the Insured Person's proportion of the search and rescue operation.
- 5. Costs will only be covered up to the point where the Insured 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 provided to Us within a reasonable timeframe in the event of a claim.
- 7. The amount payable under this Section is in addition to any amount payable under any other Section of the Policy.

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