



CORPORATE PASSPORT TRAVEL INSURANCE

COMBINED PRODUCT DISCLOSURE STATEMENT AND POLICY WORDING

Melbourne: Level 12, 717 Bourke Street, Docklands VIC 3008

Sydney: Level 19, 2 Park Street, NSW 2000

Brisbane: Level 32, 10 Eagle Street, QLD 4000

Perth: 77 St. George's Terrace, WA 6000

T 1300 030 886 (Australia wide)

T +61 3 9522 4000 (International)

F 1300 634 940 (Australia wide)

F +61 3 9522 4645 (International)

www.chartisinsurance.com.au

Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686

This document contains your Insurance Policy, Terms, Conditions, Provisos and Exclusions. It is important that you read and understand it and retain it in a safe place.

How is your insurance arranged?

This insurance is issued/insured by:

Chartis Australia Insurance Limited (Chartis)
ABN 93 004 727 753
AFSL 381686
Level 12
717 Bourke Street
Docklands Vic 3008

Chartis issues / insures this product pursuant to an Australian Financial Services Licence ('AFSL') granted to us by the Australian Securities and Investments Commission.

Chartis Australia prepared this **Product Disclosure Statement**.

Retail Clients

Under our AFSL we are required to provide 'Retail Clients' with a Product Disclosure Statement.

A Retail Client means an individual or small business.

'Small business' means a business employing less than

- (a) if the business is or includes the manufacture of goods - 100 people; or
- (b) otherwise 20 people.

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PDS JM 09/00587.2

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Product Disclosure Statement ('PDS')

This **PDS** contains information about key benefits and significant features of this travel policy. Its purpose is to assist both your decision to purchase insurance and ability to compare products. You should read the PDS before deciding whether to acquire this product.

This document also contains important information about your rights and obligations including the duty of disclosure and cooling off for Retail Clients.

Details about the product issuer can be found under 'How is your insurance arranged'.

The terms and conditions of your insurance are contained in the **Policy Wording** which commences on **page 10** of this booklet .

Key Benefits of your policy

This policy insures against a range of risks that may arise during travel undertaken during the policy period. A summary of key benefits is outlined below. Further details about benefits can be found throughout the Policy Wording.

Medical and Medical Evacuation Expenses

Provides cover for overseas Medical Expenses, Ongoing Medical Expenses in Australia (as defined) and emergency transportation and emergency evacuation expenses incurred whilst travelling. Refer to Section 1A, 1B, and 1C of the Policy Wording for details of cover and **conditions** and **exclusions** that may apply.

Loss of Deposits and Additional Expenses

Cover for cancellation charges and additional extra expenses arising from unforeseen events such as natural disaster, injury or sickness (as defined), false arrest or wrongful detention or being hijacked.

Refer to Section 3 of the Policy Wording for details of cover and **conditions** and **exclusions** that may apply.

Luggage, Personal Effects, Travel Documents, Money and Credit Cards

Covers accidental loss of or damage to your accompanied luggage, personal belongings including travel documents, portable business equipment /business property, unauthorised use of credit cards and replacement of keys and locks where identification and keys are lost. Limits apply to any one item.

Refer to Section 4 of the Policy Wording for details of cover and **exclusions** that may apply.

Personal Injury and Surgical Benefits

Provides lump sum payments for an **injury** resulting in death or other specified events under section 5 A. Section 5 B provides income replacement, domestic home help assistance or student tutorial support in the event of an **injury**. Section 5 C and 5 D provide lump sum payments for specific surgeries undertaken overseas as a result of **injury** or **sickness**.

Refer to Section 5 of the Policy Wording for details of cover and **special provisions** and **exclusions** that may apply.

Alternative Employee or Resumption of Assignment Expenses

Reimbursement of costs incurred for the resumption of an assignment by the insured person who has been repatriated following a specified event, or for the need to send a substitute employee to complete the original business commitments of an insured person who is unable to do so due to death, injury or sickness.

Refer to Section 6 of the Policy Wording for details of cover and **exclusions** that may apply.

Political Risk and Natural Disaster Evacuation Expenses

Cover for the cost of returning an insured person to their country of residence or the nearest place of safety following the need to leave the country they are in due to a natural disaster, being expelled or officials recommending that certain categories of persons leave the country.

Refer to Section 7 of the Policy Wording for details of cover and **exclusions** that may apply.

Missed Transport Connection

Cover for reasonable extra expenses incurred to enable an insured person to use alternative public transport services to arrive at a business meeting or conference on time if they miss their transport connection due to unforeseeable circumstances outside their control.

Refer to Section 8 of the Policy Wording for details of cover and **exclusions** that may apply.

Rental Vehicle Excess Cover

We will reimburse you or the insured person for any excess or deductible which you or the insured person become legally liable to pay in respect of loss or damage to a Rental Vehicle.

Please note **Rental Vehicle** means a passenger class hatchback, sedan, van, mini-van, station wagon, or four-wheel drive rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying the insured person and their travelling companions on public roadways. It shall not include any other type of vehicle or vehicle use.

Refer to Section 9 of the Policy Wording for cover and conditions and exclusions that may apply.

Kidnap and Ransom and Extortion

Cover for the kidnapping or alleged kidnapping of an insured person, or extortion threats to an insured person during the travel.

Refer to Section 10 of the Policy Wording for details of cover and **conditions** and **exclusions** that may apply.

Personal Liability

Cover for legal liability for bodily injury or damage to property of others as a result of the insured person's negligence during the travel.

Refer to Section 11 of the Policy Wording for details of cover and **conditions** and **exclusions** that may apply.

Extra Territorial Workers Compensation

Indemnity against liability arising during the travel to pay compensation payable under any Workers Compensation Legislation and damages at Common Law for death, personal injury or occupational disease suffered by an insured person as a result of an accident or occurrence during the travel.

Refer to Section 12 of the Policy Wording for details of cover and **conditions** and **exclusions** that may apply.

Corporate Travellers Family Care

An accidental death benefit in the event that the **spouse** of an insured person dies as a result of an injury (as defined) whilst the insured person is travelling. Also provided are an Education Fund Supplement for each dependant child in the event that the insured person dies when travelling and a spouse retraining benefit if the insured person suffers a listed event whilst travelling.

Refer to Section 13 of the Policy Wording for details of cover and **exclusions** that may apply.

Identity Guard

Cover for legal expenses, lost wages, loss due to unauthorised use of identity and miscellaneous expenses resulting from an Insured Person's identity being taken and used by a third party.

Refer to Section 14 of the Policy Wording for details of cover, **conditions** and **exclusions** that may apply.

Important Information

A range of benefits are available under this Policy. Please note the following:

1. The insurance **Policy Wording** contains an **Important Policy Matters** section on **Page 10**, **Definitions** section on **Page 10**, and **General Exclusions** on **Page 12** and **General Conditions** on **Page 12** that apply to all sections of this document.
2. Specific **conditions** and **exclusions** may also apply under each Section of the **Policy Wording**.
3. **Limits and sublimits** and **aggregate limits** of liability apply to certain benefits under this Policy. These are contained within the **Policy Wording** that commences on **Page 10** of this booklet.

You should read this document carefully and familiarise yourself with all relevant terms, conditions and obligations that may be applicable to this Policy.

4. This document also contains important information about the rights and obligations of insured persons including:
Code of practice - refer to page 7
Privacy - refer to page 9
Duty of disclosure - refer to page 10

Please note we suggest you check that it is safe to travel to your destination. Information on safe travel is available at www.smartraveller.gov.au

Age Limits

This Policy does not cover any event which happens to an insured person unless he or she at the date of such event is under 90 years of age (or is under 80 years of age in respect of Section 5 - Personal Injury Event 2. Permanent Total Disablement, Event 21. Temporary Total Disablement and Event 22. Temporary Partial Disablement). **If you are outside of these ages we will consider cover on an individual application basis.**

Emergency and Medical Assistance – Travel Guard™

The overseas assistance service in this Section is provided by Travel Guard™ in conjunction with your Policy.

1. In the event of an emergency whilst you are outside Australia Travel Guard™ is only a telephone call away anywhere in the world - 24 hours a day.
2. Travel Guard™ is a worldwide team of highly skilled doctors and medical professionals who are available by telephone - 24 hours a day for advice and assistance in the event of a medical emergency and any associated problems for travellers outside Australia.
3. Travel Guard™ provides the following services in conjunction with the Terms and Conditions of your Policy:
 - Access to a Registered Medical Practitioner for emergency assistance and advice.
 - Emergency transportation to the nearest suitable Hospital.
 - Emergency evacuation back home if necessary.
 - The family back home will be advised of your medical condition and be kept informed of the situation.
 - Payment guarantees to Hospitals and Insurance verification.
 - Second opinions on surgery.
 - Hospital case management.
 - Legal referral service.
 - Urgent message service and emergency travel planning.
 - Assistance in replacing travel documents, passports and credit cards.

In the event of an emergency overseas, simply call (reverse charge) Travel Guard™ any time from any place in the world: MALAYSIA 60 (3) 2772 5687 (The number underlined is the country code and the number in brackets is the area code.)

Costs

Some key factors that we take into consideration when calculating your premium include:

- the estimated number of journeys per annum to both overseas and domestic locations, and
- the average duration per trip (total travel days), and
- the activities undertaken whilst traveling, and
- the sums insured.

The Premium will be detailed on the Policy Schedule. Premiums include applicable Commonwealth and State taxes and/or charges including the Goods and Services Tax and Stamp Duty.

Throughout the course of a year additional premiums may be collected if for example, the sums insured are varied at the request of the insured. Also at the end of each annual renewal period, premiums may be increased or decreased depending on the actual number of travel days taken.

Deductible or Excess

Excess amounts may apply to certain sections of this policy, in which case you will have to pay the first amount of each claim under those sections. Any excess amount to apply will be detailed in the Schedule of Compensation.

Elimination Period

An Elimination Period is the initial period of disablement for which no benefit is payable under Section 5 B of this policy (Weekly Injury benefit). The Elimination Periods will be detailed in the Policy Schedule.

Cooling Off Period

If this insurance is purchased by a Retail Client, a cooling off period applies.

This means it may be returned to us, or your insurance intermediary, within 14 days of the date of purchase provided that no claim has arisen nor the journey commenced. In these circumstances we will cancel the policy and provide you with a full refund of premiums collected.

Code Of Practice

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available upon request.

How to Make a Claim

Written notice of claim must be given to us within 30 days after the happening of any circumstances giving rise to a claim or as soon as possible thereafter. Notice may be provided by completing a claim form available at any of our offices, or advising us by telephone on 1800 339 663 or by submitting a claim over the internet at www.chartisinsurance.com.au. We will advise if additional information is required and you should provide this to us in a reasonable time.

Claims need to be supported by original supporting reports and documentation such as police reports, doctor's reports, transport provider's reports, receipts, valuations or proof of ownership to the Chartis Australia business address. In the event of claims under some policy sections an excess and/or additional conditions for claiming will apply. Please refer to the **Policy Wording**.

Dispute Resolution

We are committed to handling any complaints about our products or services efficiently and fairly.

If you have a complaint:

1. Contact us on our dedicated complaints line – 1800 339 669.
2. If your complaint is not satisfactorily resolved you may request that the matter be reviewed by management by writing to:

The Compliance Manager
Chartis
Level 12, 717 Bourke Street
Docklands VIC 3008

3. If you are still unhappy, You may request that the matter be reviewed by our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.
4. If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply.

Contact details are:

Financial Ombudsman Service
Phone: 1300 78 08 08 (local call fee applies)
Email: info@fos.org.au

Internet: <http://www.fos.org.au>

GPO Box 3, Melbourne, VIC 3001

Privacy Consent and Disclosure

Chartis is bound by the National Privacy Principles that apply to any personal information collected by Chartis.

Purpose of Collection

Chartis collects information necessary to underwrite and administer **your** insurance cover, to maintain and to improve customer service and to advise **you** of **our** products. **You** have a duty under the Insurance Contracts Act to disclose certain information. Failure to comply with **your** duty of disclosure or to provide certain information may result in Chartis either declining cover, cancelling **your** insurance cover or reducing the level of cover.

In the course of administering **your** policy **we** may disclose **your** information to:

- i. the entity to which Chartis is related (whether is Australia or overseas), contractors or third party providers providing services related to the administration of **your** policy.
- ii. banks and financial institutions for the purpose of processing **your** application and obtaining policy payments.
- iii. assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim.
- iv. **our** assistance provider who will record all calls to the assistance service provided under **your** policy for quality assurance training and verification purposes.
- v. other third parties, including mailing houses and marketing companies, to enable **us** to advise **you** of **our** insurance products and services.

In some circumstances Chartis is entitled to disclose **your** personal information to third parties without **your** authorisation such as law enforcement agencies or government authorities.

Access to **your** information

You may gain access to **your** personal information by submitting a written request to Chartis.

In some circumstances, Chartis may not permit access to **your** personal information. Circumstances where access may be denied include where it would compromise the privacy of other individuals, or where it would be unlawful.

Complaints

Chartis has also established an internal dispute resolution process for handling customer complaints.

If **you** feel **you** have a complaint about Chartis' compliance with the National Privacy Principles, require assistance in lodging a privacy complaint or **you** wish to gain access to the information, **you** may write to The Privacy Manager, Chartis, Level 12, 717 Bourke Street, Docklands VIC 3008, or e-mail australia.privacy.manager@chartisinsurance.com. **Your** complaint will be reviewed and **you** will be provided with a written response. If it cannot be resolved, **your** complaint will be referred to Chartis' Internal Disputes Resolution Committee who will respond within 15 working days. In either case the matter will be reviewed by a person or persons with appropriate authority to deal with the complaint.

Should **your** complaint not be resolved by Chartis' internal dispute resolution process, **you** may apply to the Privacy Commissioner for review of the determination.

Consent Acknowledgment

By providing **your** personal information to enable completion of the application of insurance (including any associated form) and paying the premium, **you** consent to the use and disclosure of **your** personal information stated in the privacy statement. If **you** do not wish **us** to use **your** personal information to keep **you** informed of **our** insurance products and services please contact **us** and let **us** know.

POLICY WORDING

IMPORTANT POLICY MATTERS

This Policy consists of Sections and provides the **insured person** with insurance cover under those Sections selected by **you** in **your** application for this insurance and shown in the Policy Schedule.

All cover is subject to **you** paying or agreeing to pay the required premium, and is subject to all the Terms, Provisos, Conditions and Exclusions of the Policy including the Policy Schedule.

This Policy shall only apply to events that occur during the **policy period** as set out in the Policy Schedule or Renewal Notice.

This Policy does not apply to events that occur after 180 consecutive days from the commencement of an **insured person's travel**, unless **we** have agreed in writing to extend cover beyond this period.

You or the **insured person** must follow **our** or Travel Guard™ advice or instruction otherwise **we** may decline to pay part or all of **your** claim.

YOUR DUTY OF DISCLOSURE

What you must tell us

When answering **our** questions, **you** must be honest and **you** have a duty under law to tell **us** anything known to **you**, and which a reasonable person in the circumstances, would include in answer to the question. **We** will use the answers in deciding whether to insure **you** and anyone else to be insured under the Policy, and on what terms.

Who needs to tell Us

It is important that **you** understand **you** are answering **our** questions in this way for **yourself** and anyone else whom **you** want to be covered by the Policy.

If you do not tell us

If **you** do not answer **our** questions in this way **we** may reduce or refuse to pay a claim, or cancel a Policy. If **you** answer **our** questions fraudulently, **we** may refuse to pay a claim and treat the Policy as never having worked.

DEFINITIONS

Words with a special meaning are shown in this policy wording in **bold italic** font:

Country of Residence means:

- (a) the country of which the **insured person** is a citizen or permanent resident (ie holder of a multiple entry visa or permit which gives the **insured person** resident rights in such country); or
- (b) the country in which the **insured person** is residing on an overseas expatriate assignment.
- (c) It also means the country **you**, the **insured person** or the **insured person's** representative would like **us** to return the **insured person** to when repatriation is necessary.

Dependant Children— means an **insured person's** unmarried children (including step or legally adopted children) who are:

- (a) under nineteen (19) years of age; or
- (b) under twenty-five (25) years of age while they are full time students at an accredited institution of higher learning;

and at the time of an event giving rise to a claim are primarily dependent upon the **insured person** for maintenance and support and who travel with the **insured person** on the **journey**.

A child who is physically or mentally incapable of self-support upon attaining age 19 may continue to be covered under this policy whilst remaining incapacitated and unmarried provided they travel with the **insured person** on the **journey**.

Excess means the first amount of each and every loss payable by **you** or the **insured person** as shown in the Schedule of Compensation.

Injury means a bodily injury to an **insured person** resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause provided the **injury** occurs on or after the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule.

Insured Person(s) means any person(s) who come within the description of the **insured persons** appearing in the Policy 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.

Policy Period means the period shown in the Policy Schedule or subsequent Renewal Notice issued by **us**.

Professional Sports means any sport for which an **insured person** receives any fee or monetary reward as a result of his or her participation.

Public Place means but is not limited to shops, airports, train stations, bus stations, streets, hotel foyers and grounds, restaurants, beaches, public toilets and any place to which the public has access.

Relative means the **spouse**, 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, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the **insured person**.

Serious Injury or Serious Sickness means a serious injury or sickness for which the attending medical practitioner certifies that the attendance of the **insured person** is necessary given the immediate threat to the injured or sick person's life.

It does not mean:

- a. a terminal condition diagnosed prior to the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule; or
- b. any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the person on whom the claim depends has
 - (i) received daily medical treatment or medication in the 30 days immediately prior to the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule; or
 - (ii) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the 6 months immediately prior to the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule.

Sickness means sickness or disease of the **insured person** occurring on or after the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule, but does not include a terminal condition of the **insured person** diagnosed prior to the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule

Spouse means the husband or wife or any de facto partner with whom the **insured person** has continuously lived during the 3 months immediately prior to the commencement date of the **travel**.

Travel/Travelling means the period of individual cover as described in the Policy Schedule.

We/Our/Us/ Insurer means Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL 381686

You/Your/Insured means the insured named in the Policy Schedule.

Financial Default means insolvency, bankruptcy, provisional liquidation, liquidation, financial collapse, appointment of a receiver, manager or administrator, entry into any official or unofficial scheme of arrangement, statutory protection, restructuring or composition with creditors, or the happening of anything of a similar nature under the laws of any jurisdiction.

Unattended means, but is not limited to, when an item is not on the **insured person** at the time of loss, left with a person other than the **insured person's** travelling companion, left in a position where it can be taken without the knowledge of the **insured person** including on the beach or beside the pool whilst the **insured person** is swimming, leaving it at a distance where the **insured person** is unable to prevent it from being unlawfully taken.

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

Words in the singular include the plural and vice versa.

General Exclusions Applying To All Sections

We will not pay under any Section of this Policy for claims arising directly or indirectly out of:

1. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an Insured Person's Country of Residence, or any of the following countries: Iraq, Afghanistan, North Korea, Somalia or Chechnya
2. Air travel except as a passenger in a properly licensed aircraft
3. Intentional self-inflicted injury or suicide of an **insured person**.
4. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or Human Immunodeficiency Virus (H.I.V.) infection.
5. Training for or participating in **professional sports** of any kind.
6. Any criminal or intentional illegal act of **you** or the **insured person(s)**.
7. 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 their own **financial default** or the **financial default** of any person, company or organisation with whom or with which they deal.

Age Limits

This Policy does not cover any event which happens to an **insured person** unless he or she at the date of such event is under 90 years of age (or is under 80 years of age in respect of Section 5 - Personal Injury Event 2. Permanent Total Disablement, Event 21. Temporary Total Disablement and Event 22. Temporary Partial Disablement).

General Conditions Applying To All Sections

1. **Notice of Claim**
Written notice of claim must be given to **us** within 30 days after the happening of any circumstances giving rise to a claim or as soon as possible thereafter.

Notice may be provided by completing a claim form available at any of **our** Offices, or advising **us** by telephone on 1800 339 663 or by submitting a claim over the internet at www.chartisinsurance.com.au

We will advise if additional information is required and **you** should provide this to **us** in a reasonable time.

Please Note that additional conditions apply to Section 14, Identity Guard - please refer to this Section for details.

2. **Proof of Loss and Physical Examination**

After **we** receive notice of a claim **we** will provide **you** with **our** usual claim forms for completion. The claim forms must be properly completed and all evidence required by **us** shall be furnished in a timely manner at the expense of **you** or the **insured person** and be in such form and of such nature as **we** may require. **We** may at **our** own expense conduct any medical examination or arrange for an autopsy to be carried out unless it is illegal to do so.

3. **Compliance**

You or the **insured person** must follow **our** or Travel Guard TM's advice or instruction otherwise **we** may decline to pay part or all of **your** claim.

4. **Subrogation**

We have the right to commence or take over legal proceedings in **your** and/or the **insured person's** name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. **You** and the **insured person** must co-operate with **us** and do nothing to hinder **our** rights.

In the event of any payment under this Policy, **We** shall be subrogated to all the **insured/insured person's** rights of recovery thereof against any person or organisation and the **insured/insured person** shall execute and deliver instructions and papers and do whatever else is necessary to secure such and enable enforcement of such rights. The **insured/insured person** shall take no action to prejudice such rights.

5. **Cancellation**

- (a) This Policy may be cancelled by **you** at any time by giving **us** written notice, in which case **we** will retain the proportion of the premium calculated at **our** usual short term rates for the period the Policy was in force.
- (b) This Policy may be cancelled by **us** if **you** or the **insured person** have been in breach of any of its Terms or Conditions or in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984, in which case **we** will refund the proportion of the premium for the unexpired Policy Period.

6. **Currency**

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

7. **Aggregate Limits of Liability**

(Applicable to Sections 3, 4, 5, 6, 7, 8, and 9)

- (a) Except as provided in 7.(b), 7.(c) and 7.(d), **our** total liability for all claims under one or more of the above Sections which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.
- (b) **Our** total liability for all claims directly arising out of air travel in aircraft whose flights are not conducted in accordance with fixed schedules to and from fixed terminals over specific routes, shall not exceed the amount specified in the Policy Schedule.

(Applicable to Section 10)

- (c) **Our** total liability for all claims arising under Section 10 (Kidnap and Ransom and Extortion) which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.

(Applicable to Section 11)

- (d) **Our** total liability for all claims arising under Section 11 (Personal Liability) which arise out of any one event or series of related events, shall not exceed the amount specified in the Policy Schedule.

8. **Australian Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

9. **Automatic Extensions**

We will automatically extend the **insured person's** cover for up to 3 calendar months from the date of the **insured person's** expected return to his or her **country of residence** if such return is deferred due to delay of transport or the **insured person's** inability to **travel** due to an **injury** or **sickness** for which a claim is payable under this Policy.

10. **Please note we suggest you check that it is safe to travel to your destination. Information on safe travel is available at www.smartraveller.gov.au**

11. **Renewal**

This Policy may be renewed with **our** consent from term to term, providing the **insured** pays or agrees to pay the required renewal premium.

12. **Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or the **insured person** or anyone acting on **your** or the **insured person's** behalf to obtain any benefit under this Policy then any amount payable in respect of such claim shall be forfeited.

13. **Claim Offset**

Except for Section 5. Personal Injury, Events 1- 20 inclusive and Sections 5C and 5D, there is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy, health or medical scheme or Act of Parliament or is payable by any other source.

We will however pay the difference between what is payable under the other insurance policy, health or medical scheme or Act of Parliament or such other source and what **you** or the **insured person** would be otherwise entitled to recover under this Policy, where permissible under Law.

14. **Tax or Imposts**

Where **we** are, or believe **we** will become, liable for any tax or other impost levied by any Commonwealth or State government, authority or body in connection with this Policy, **we** may reduce, vary or otherwise adjust any amounts (including but not limited to premiums, charges and benefits), under this Policy in the manner and to the extent **we** determine to be appropriate to take account of the tax or impost.

SECTION 1 - MEDICAL AND MEDICAL EVACUATION EXPENSES

SECTION 1A - OVERSEAS MEDICAL EXPENSES

Description Of Cover

If an **insured person** whilst **travelling** incurs **medical expenses**, we will pay **you** or the **insured person** for those expenses provided that they are incurred outside of the **insured person's country of residence**.

Definitions - Section 1A

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 1A are listed below and are shown in **bold italic** font.

Medical Expenses means all reasonable costs necessarily incurred outside the **insured person's country of residence** for:

1. **Injury or Sickness** resulting in hospital, surgical or other diagnostic or remedial treatment given or prescribed by a registered and legally qualified medical practitioner.
2. **Emergency Optical treatment** provided by a registered and legally qualified medical practitioner or optician. No cover is provided for routine optical treatments.
3. **Emergency Dental treatment** provided by a registered and legally qualified dentist for the relief or management of dental pain. No cover is provided for normal maintenance of dental health, or lack thereof.

SECTION 1B - ONGOING MEDICAL EXPENSES IN AUSTRALIA

Description Of Cover

If an **insured person** during a **policy period** incurs **ongoing medical expenses** in Australia for an:

1. **Injury or sickness**; or
2. Dental or optical condition arising out of an **injury**;

which was first treated outside the **insured person's country of residence** during a period of **travel**, we will pay **you** or the **insured person** for those expenses.

Definitions - Section 1B

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 1B are listed below and are shown in **bold italic** font.

Ongoing Medical Expenses in Australia means all reasonable costs necessarily incurred for **injury** or **sickness**, or **injury** related dental or optical condition, resulting in hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner, dentist or optician. **Ongoing medical expenses** in Australia does not include those expenses **we** are prohibited by law from paying.

Please note that as set out in General Condition 13 we will not pay any expenses recoverable by **you** or the **insured person** from any other source. This includes medicare or any private health insurance. An **insured person** is required to submit their claim to medicare or their private health insurer in the first instance.

SECTION 1C - OVERSEAS MEDICAL EVACUATION EXPENSES

Description Of Cover

1. **Emergency Transportation Services**

If during **travel** an **insured person** suffers **injury** or **sickness** covered under Section 1A (Overseas Medical Expenses) that necessitates emergency air, land or water transportation:

- (a) to another location to obtain necessary medical treatment; or
- (b) repatriation to **country of residence**; then

We will pay for the cost of the required service including any necessary accompanying medical staff.

We will also pay for the cost of returning the **insured person** to the location from where they were evacuated unless **we** had returned them to **country of residence** (refer Section 6. - Resumption of Assignment).

Conditions

- (a) If **you** or the **insured person** want **us** to pay for the emergency transportation service then Travel Guard TM must be contacted and their prior written agreement obtained. (This requirement does not include in-country emergency ambulance transfers from the place of **injury** or **sickness** to a hospital, which will be paid by **us** providing such service was medically necessary or was authorised by a local authority (eg police or medical officer)).
- (b) **We** will decide where and how to move the **injured** or sick **insured person** depending on the medical advice received.
- (c) **We** will use the **insured person's** return ticket towards **our** costs if the **insured person** is returned to his or her **country of residence**.
- (d) This Benefit does not apply in **your** or the **insured person's country of residence**.

2. **Repatriation of Mortal Remains/Burial Expenses**

In the event of the death of the **insured person**, **we** will pay the reasonable cost of returning his or her remains to his or her **country of residence** or the reasonable funeral and related costs if the body is buried or cremated at the place of death.

3. **Accompanying Family Member**

If the **insured person** suffers **injury**, **sickness** or dies during the **travel** **we** will pay the reasonable extra travel and accommodation expenses, incurred upon medical advice and with **our** prior written agreement, for one person to travel to, remain with or accompany the **insured person** back to his or her **country of residence**.

The maximum amount **we** will pay is limited by the specified Sum Insured in the Schedule of Compensation.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for:

- 1. Any expenses recoverable by **you** or the **insured person** from any other source.
- 2. **Medical expenses** incurred within an **insured person's of country of residence** except if such country is Australia and then only in accordance with Section 1B (Ongoing Medical Expenses in Australia).
- 3. Any expenses **we** are prohibited by law from paying (including those outlined under the National Health Act 1953 and the Australian Health Insurance Act 1973, amendments thereto and any other similar subsequent legislation which is enacted).
- 4. Expenses incurred when the **insured person** is **travelling** against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to **travel** or when he or she is unfit to do so.

5. Expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the **travel**, which the **insured person** has been advised to continue whilst **travelling**.
6. Any expenses incurred more than 24 calendar months after the date of **injury**, or in the case of **sickness**, after the date on which the **medical expenses** were first incurred.

SECTION 2 – TRAVEL GUARD™

Description Of Cover

An **insured person** is entitled to the worldwide services of Travel Guard™.

In the event of a medical or other emergency overseas, the **insured person** should simply call - reverse charge - the Travel Guard™ telephone number shown on the Emergency Travel card which has been supplied to **you** and which should be carried by all **insured persons travelling** outside their **country of residence**.

Travel Guard™ is a worldwide team of doctors, medical professionals and insurance specialists who are available 24 hours a day for advice and assistance for medical emergencies and any associated problems for **insured persons** outside his or her **country of residence**.

If the **insured person** needs advice regarding the replacement of lost or stolen luggage, credit cards or any similar problems - Travel Guard™ is a free telephone call away.

Travel Guard™ **arranges access to the following services free of charge, but subject to the Terms and Conditions of your Policy and applicable law(s):**

- Pre-departure health information.
- Access to a registered medical practitioner for emergency assistance and advice.
- Emergency transportation to the nearest suitable hospital.
- Payment guarantees to hospitals and insurance verification.
- Second opinions on surgery.
- Hospital case management.
- Emergency evacuation to the **insured person's** home if necessary.
- Advice to the family at home of the Insured Person's medical condition and progress.
- You will be kept informed of insured person's condition and progress.
- Location of Australian Embassies and Consulates.
- Legal referral service.
- Assistance in replacing travel documents and passports.
- Assistance in cancelling and replacing lost or stolen credit cards and **insured person's** cheques.
- Assistance and advice regarding the replacement of lost or stolen luggage.
- Urgent message service and emergency travel planning.

SECTION 3 - LOSS OF DEPOSITS AND ADDITIONAL EXPENSES

Description Of Cover

1. Loss of Deposits

We will reimburse **you** or the **insured person**:

The non-refundable unused portion of travel or accommodation arrangements paid for in advance by **you** or the **insured person** following necessary cancellation, alteration or incompleteness of the **insured person's travel** due to:

- (a) the **insured person's** unexpected death, **injury** or **sickness**; or
- (b) the unexpected death or **serious injury** or **serious sickness** of an **insured person's relative**, close business associate or travelling companion; or
- (c) any other unforeseen circumstances occurring outside the control of **you** or the **insured person**, other than those circumstances described in (a) or (b) above or specifically described elsewhere in this Policy,

all happening after the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule

2. Additional Cancellation / Curtailment / Interruption Expenses

We may choose to reimburse **you** or the **insured person** or pay direct to the provider, the expenses reasonably and necessarily incurred in addition to those already budgeted for or likely to be incurred but less any refund on unused prepaid travel and accommodation arrangements, as a result of:

- (a) the **insured person** suffering an **injury** or **sickness** during the **travel**; or
- (b) the **insured person** having to return to his or her **country of residence** or place of departure within his or her **country of residence** during the **travel** due to the unexpected death or **serious injury** or **serious sickness** of a **relative**, close business associate or travelling companion; or
- (c) any other unforeseen circumstances occurring during **travel** and outside the control of **you** or of the **insured person**, other than those circumstances described in (a) or (b) above or specifically described elsewhere in this Policy.

*Note: If the **insured person** needs to return home early for any reason Travel Guard™ must be contacted beforehand to confirm cover. Travel Guard™ will also help with the travel arrangements.*

3. Frequent Flyer Points

Where an airline ticket was purchased using frequent flyer or similar air points, **we** will pay the **insured person** for the frequent flyer or similar air points lost following cancellation of the **insured person's** airline ticket. The amount payable will be calculated as follows:

If the airline will not refund **your** or the **insured person's** points, **we** will refund to **you** or the **insured person** the cost of the equivalent class air ticket on the quoted retail price at the time the ticket was issued.

If the airline will only refund a portion of the value of **your** or the **insured person's** points, **We** will refund to **you** or the **insured person** the cost of the equivalent class air ticket based on the quoted retail price at the time the ticket was issued, less the value of the portion of **your** or the **insured person's** points refunded back to **you** or the **insured person**.

For this Benefit to become payable:

- (a) the reason for cancellation must be an insured event under this Section of the Policy, and

- (b) the loss of such points cannot be recovered from any other source.

4. Other Expenses

We will pay:

- (a) **In Hospital Cash Benefit**
\$200 for each completed 24 hour period an **insured person** is hospitalised overseas as an in-patient due to **injury** or **sickness**, up to a maximum of 25 days (ie \$5,000).
- (b) **Legal Expenses**
The reasonable legal costs actually and necessarily incurred as a result of the false arrest or wrongful detention of the **insured person** during **travel** by any internationally recognised foreign Government, up to a maximum of \$50,000.
- (c) **Hijack**
\$2,000 for each 24 hour period that an **insured person** is illegally detained during **travel** as a result of the public transport on which he or she is travelling being hijacked, up to a maximum of 20 days (ie \$40,000).

Exclusions - In addition to the General Exclusions applying to all Sections,

We will not pay for any expenses arising directly or indirectly out of:

1. Claims arising from Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been media warning before the date the particular **travel** was booked that such events were likely to occur.
2. Claims arising from cancellation, delays or rescheduling where the expense has been recovered from the carrier.
3. Any business or employment commitment or financial or contractual obligation of **you**, the **insured person** or any other person on whom the **travel** depends.
4. Any change of plans, or disinclination on the part of the **insured person** or of any other person to **travel**.
5. 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 **travel**. This exclusion does not apply in relation to pre paid transportation and accommodation arrangements purchased separately to get to and/or from an **insured person's** destination.
6. A terminal condition of the **insured person** diagnosed prior to the **insured person's** cover commencement date as described under the period of individual cover in the Policy Schedule, or the **insured person travelling** against medical advice or to seek medical attention or advice or when he or she is unfit do so.

SECTION 4 - LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS

Description Of Cover

- Property**

We will pay for accidental loss of or damage to the **insured person's** accompanied luggage, personal effects, portable business equipment (including computers and mobile phones) and business property (including business papers, specifications, manuscripts, and stationery for the cost of reproducing such documents but excluding research and development costs), that occurred during **travel**.
- Mislaid Luggage**

We will pay the reasonable expenses incurred during **travel** for the emergency replacement of essential items if during the **travel** the **insured person's** luggage is delayed, misdirected or temporarily misplaced by any carrier for more than 8 consecutive hours. The maximum amount **we** will pay is specified in the Policy Schedule.

Claims must be supported by written confirmation from the carrier responsible and receipts for the replacement items the **insured person** needed to purchase.
- Travel Documents**

We will pay the non-recoverable cost of replacing the **insured person's** travel documents, credit cards or traveller's cheques should they be lost or damaged during **travel**.
- Credit Card Fraud**

We will pay **your** or the **insured person's** legal liability for payment arising out of unauthorised use of **your** or the **insured person's** travel documents, credit cards or traveller's cheques following theft during **travel** by any person other than the **insured person's relative** or travelling companion. The maximum amount **we** will pay is specified in the Policy Schedule.
- Money**

We will pay for accidental loss of the **insured person's** cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments, that occurred during **travel**.
In respect of money secured for the purpose of **travel**, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the **travel** whichever occurs last and shall continue for 72 hours after termination of the **travel** or until deposited at the bank, whichever occurs first. The maximum amount **we** will pay is specified in the Policy Schedule.
- Keys and Locks**

We will reimburse up to the amount specified in the Policy Schedule of the costs actually incurred for the replacement of keys and locks where an **insured person** loses identification and keys at the same time.

Sum Insured

The maximum amount **we** will pay is limited by the specified Sum Insured in the Schedule of Compensation.

Basis Of Settlement

The basis of settlement under this Section will be the replacement value of items and at **our** discretion **we** may choose to replace, repair, or pay for the loss in cash.

Conditions

- It is a condition of payment under this Section that all loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after the discovery of the loss, and a written acknowledgement of the report obtained.
- Any loss of credit cards, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.

3. The **insured person** shall take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, travel documents, money and credit cards.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for:

1. Damage or loss arising from electrical or mechanical breakdown of any item.
2. Damage to or replacement of any electronic data or software.
3. Scratching or breakage of fragile or brittle items. This Exclusion does not apply to photographic or video equipment, binoculars, spectacles or contact lenses.
4. Damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
5. Luggage, personal effects, business property, travel documents or money shipped under any freight agreement, or items sent by postal or courier services or given to someone else other than a travelling companion.
6. Losses due to depreciation or devaluation of currency.
7. Loss or damage arising from confiscation or destruction by customs or any other authorities.
8. Losses recoverable from any other source, e.g. airlines, or other insurance including automatic credit card travel insurance.
9. Personal computers, mobile phones or any **electronic equipment**,
 - (a) where theft or attempted theft occurs while such equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle, however this Exclusion 9(a) shall not apply in circumstances where the **insured person** leaves such property temporarily unattended whilst on any conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily unattended; or
 - (b) whilst carried in or on any conveyance unless they accompany an **insured person** as personal cabin luggage.
10. Luggage, personal effects and/or travel documents left **unattended** in any **public place** however this Exclusion 10 shall not apply in circumstances where the **insured person** leaves such property temporarily unattended whilst on any conveyance and takes all reasonable precaution to safeguard the property and has no option other than to leave the property temporarily unattended.
11. Contractual obligations in relation to a mobile phone purchase.
12. Any goods intended for sale or trade in excess of \$1,000 in total.
13. Household furniture and household appliances unless acquired during the **travel** for personal use in the **insured person's country of residence** and non-portable business property, computer or **electronic equipment**.

Definitions Section 4

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 4 are listed below and are shown in **bold italic** font.

Electronic Equipment includes but is not limited to projectors, cameras, video equipment, blackberries, PDAs, MP3 players (and other listening, recording and viewing devices), GPS equipment or any other electrical equipment.

SECTION 5 - PERSONAL INJURY and SURGICAL BENEFITS

SECTION 5 A - CAPITAL BENEFITS

Description of Cover

If an **insured person** during a period of individual cover suffers an **injury** as defined which results within 12 consecutive months in any Event described in the Table of Events, **we** will pay **you** the Compensation stated in the Table.

Exposure

If an **insured person** suffers an Event as a direct result of exposure to the elements, **we** will pay the Compensation shown for that Event.

Disappearance

If an **insured person** disappears and after 12 calendar months it is reasonable for **us** to believe they have died due to an insured **injury**, **we** will pay the Compensation shown for Event 1. (Death) subject to receipt of a signed undertaking by **you** that any such Compensation shall be refunded if it is later demonstrated that the **insured person** did not die as a result of an **injury**.

TABLE OF EVENTS

Cover under this Section is included only for the Events specified in the Policy Schedule. The Compensation for each Event is payable as a percentage of the Capital Sum Insured shown in the Policy Schedule.

THE EVENTS	THE COMPENSATION
<i>Injury</i> as defined, resulting in:	
1. Death*	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two limbs	100%
7. Permanent Total Loss of use of one limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four fingers and thumb of either hand	70%
13. Permanent Total Loss of use of four fingers of either hand	40%
14. Permanent Total Loss of use of one thumb of either hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of fingers of either hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%

16.	Permanent Total Loss of use of toes of either foot		
	(a) all – one foot		15%
	(b) great – both joints		5%
	(c) great – one joint		3%
	(d) other than great each toe		1%
17.	Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	Per tooth	1% (to \$10,000 in total for all teeth)
18.	Shortening of leg by at least 5cm		7%
19.	Permanent partial disablement not otherwise provided for under Events 9 to 18 inclusive	Such percentage of the Capital Sum Insured which corresponds to the percentage reduction in whole bodily function as certified by not less than three (3) legally qualified medical practitioners one of whom shall be the insured person's treating doctor and the other two (2) as nominated by us . In the event of a disagreement between them the percentage awarded shall be the average of the three (3) opinions. Limited to a maximum of 75% of the capital sum insured	

* Benefits payable to **dependant children** and **insured persons** under 18 years of age for Event 1 (Death) will be limited to or \$20,000.

ADDITIONAL BENEFITS

20.	Broken Bone Benefits – Injury resulting in:		
	(a) neck or spine		\$5,000
	(b) hip, pelvis		\$2,500
	(c) skull, shoulder blade		\$1,000
	(d) collar bone, upper leg		\$1,000
	(e) upper arm, kneecap, forearm, elbow		\$750
	(f) lower leg, jaw, wrist, cheek, ankle, hand, foot		\$500
	(g) ribs (per rib)		\$200
	(h) finger, thumb, toe (per finger, thumb, toe)		\$150
	Maximum Compensation any one accident		\$5,000

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

- Any type of illness, disease, infection or contagion, even if contracted through an **injury**, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

SECTION 5B - WEEKLY INJURY BENEFIT

Cover under this Section is included only if specified in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Injury as defined, resulting in:

21.	Temporary Total Disablement if you are an income earner at the time of the Event	During such disablement the amount per week specified in the Policy Schedule or income as defined, whichever is the lesser.
	The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.	
22.	Temporary Partial Disablement	During such disablement: (a) if the insured person returns to work in a reduced capacity following a valid claim under event 21, the Compensation payable shall be the difference between the Compensation for Event 21 per week and the weekly income earned from personal exertion per week; or (b) if the insured person does not return to work following a valid claim under event 21, the Compensation shall be 25% of the Compensation for Event 21 per week.
23.	Temporary Total Disablement , if you are <u>not</u> an Income earner at the time of the Event.	85% of the cost of domestic help up to the maximum amount specified in the Policy Schedule.
	The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.	
24.	Temporary Total Disablement , if you are a full-time student at the time of the Event.	85% of the cost of student tutoring expenses up to the maximum amount specified in the Policy Schedule.
	The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.	

Please note Benefits cannot be claimed under more than one event for the same period under section 5 B in respect of the same **injury**.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection or contagion, even if contracted through an **injury**, except that this Exclusion shall not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.

SECTION 5C – SURGICAL BENEFITS for INJURY

Cover under this Section is included only if specified in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Injury as defined, resulting directly in the following surgical procedure:

1.	Brain surgery	\$20,000
2.	Amputation of a limb	\$20,000
3.	Fracture of a limb requiring open reduction	\$5,000
4.	Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

1. Cover is only provided under Section 5C for surgical procedures undertaken outside of Australia.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection or contagion, even if contracted through an **injury**, except that this Exclusion shall not apply to any accidental needle stick injuries, medically acquired infections or blood poisoning.

SECTION 5D – SURGICAL BENEFITS for SICKNESS

Cover under this Section is included only if specified in the Policy Schedule.

THE EVENTS

THE COMPENSATION

Sickness as defined, resulting directly in the following surgical procedure:

1.	Open heart surgery	\$20,000
2.	Brain surgery	\$20,000
3.	Abdominal surgery performed under general anaesthetic	\$5,000
4.	Any other surgical procedure performed under general anaesthetic	\$2,500

Conditions

1. Cover is only provided under Section 5D for surgical procedures undertaken outside of Australia.

Definitions for Section 5

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 5 are listed below and are shown in **bold italic** font.

1. **Domestic help** means the actual costs incurred for reasonable and necessary professional services carried out by persons other than members of the **insured person's** family or other relatives or persons permanently residing with the **insured person**, to help the **injured insured person** with household duties provided such services are certified by the **insured person's** legally qualified and registered medical practitioner as being necessary for the **insured person's** recovery.
2. **Elimination Period** means the period, commencing with the first day of **temporary total disablement** or partial disablement for which medical treatment was sought, during which no Compensation is payable.
3. **Income** means
 - (a) as regards to a salaried insured person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or

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

all derived during the 12 calendar months period immediately preceding the **injury** giving rise to the claim under this Policy.

3. **Limb** means any part of the arm between the shoulder and the wrist or any part of the leg between the hip and the ankle.
4. **Paraplegia** means permanent and entire paralysis of both legs and part or whole of the lower half of the body.
5. **Permanent** means lasting 12 consecutive months and at the end of that period being beyond hope of improvement.
6. **Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a registered and legally qualified medical practitioner (who is not the **insured person** or a family member) as being beyond hope of improvement and entirely preventing the **insured person** forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.
7. **Quadriplegia** means *permanent* and entire paralysis of both legs and both arms.
8. **Student tutoring expenses** means the actual expenses necessarily incurred for professional tutorial services of a suitably qualified teacher holding a current teaching certificate equal to the level of education currently undertaken by an **insured person**.
9. **Temporary Partial Disablement** means that as a result of **injury** the **insured person** is wholly and continuously prevented from engaging in more than 50% of the duties of his or her usual occupation in his or her usual **country of residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the **insured person** or a family member.
10. **Temporary Total Disablement** means
 - (a) in respect of income earners that as a result of **injury** the **insured person** is wholly and continuously prevented from engaging in his or her usual occupation in his or her **country of residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the **insured person** or a family member.
 - (b) in respect of non income earners that as a result of **injury** the **insured person** is wholly and continuously prevented from engaging in all of his or her normal household duties in his or her **country of residence**, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the **insured person** or a family member.
 - (c) in respect of students that as a result of **injury** the **insured person** is wholly and continuously prevented from attending all of their normal studies at an educational institution in their **country of residence**. Provided such absence is certified by that **insured person's** legally qualified and registered medical practitioner, who is not the **insured person** or a member of the **insured person's** family, as being necessary for that **insured person's** recovery.

11. **Total Loss** means the **permanent** and total physical loss or loss of use of the body part referenced in the Table of Events. Where that body part is a limb, hand, foot, finger or toe, **total loss** means the total **permanent** physical loss or loss of use of, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

Special Provisions

1. The Compensation payable under Event 1 in Section 5 A shall be payable to **you**, any other Compensation payable under the Policy shall be payable to an **insured person**.
2. (a) Compensation shall not be payable for more than one of the Events listed in Section 5 A in respect of the same **injury**;
- (b) Any Compensation payable for Events 2-19 listed in Section 5 A shall be reduced by any Compensation already paid under Events 21, 22, 23 and 24 in Section 5 B in respect of the same **injury**;
- (c) Should an **insured person** sustain **injury** which results in any one of Events 2 to 8 described in Section 5 A there shall be no further liability under the Policy for **injury** sustained by that **insured person** thereafter;
- provided always that if an **insured person** become entitled to Compensation under any one of the Events listed in Section 5 A (other than Event 1) an **insured person** may elect to receive Compensation either under that Event or under Events listed in Section 5 B.
3. Compensation shall not be payable:
- (a) Under Events described in Section 5 B in excess of the Aggregate Period shown against such Events therein in respect of any one **injury**.
- (b) Unless as soon as possible after the happening of any **injury** giving or likely to give rise to a claim, an **insured person** obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the **insured person** or a member of the **insured person's** immediate family.

4. Weekly Benefits Limitation

1. For each **insured person** the Compensation payable under Event 21 or 22 (Weekly Benefits) is limited to an **insured person's** weekly **income** up to the limit stated in the Policy Schedule. If an **insured person** is entitled to receive:
- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
- (c) earned income from any other occupation;
- then Compensation payable under Event 21 or 22 (Injury Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the **insured person's** weekly **income** up to the limit stated in the Policy Schedule,.
2. For each **insured person** the Compensation payable under Event 23 or 24 (Weekly Benefits) is limited to an **insured person's** **domestic help** costs or **student tutoring expenses** up to the limit stated in the Policy Schedule. If an **insured person** is entitled to receive:
- (a) weekly or periodical disability benefits under any other policy of insurance; and/or
- (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act

or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or

- (c) earned income from any other occupation;

then Compensation payable under Event 23 or 24 (Injury Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the **insured person's** actual **domestic help** costs or **student tutoring expenses** up to the limit stated in the Policy Schedule.

5. If as a result of **injury**, Compensation is payable under Section 5 B hereunder and if, while the Policy is in force, an **insured person** suffers recurrence of **temporary total disablement** from the same or related cause or causes, the subsequent period of **temporary total disablement** will be deemed a continuation of the prior period unless between such periods the **insured person** has performed their usual domestic or occupational duties or studies on a full-time basis for at least six consecutive months, in which event such **temporary total disablement** shall be deemed the result of a new **injury** and subject to a new **elimination period**.

6. **Dependant Children and Insured Persons Under 18 Years**

Benefits payable to **dependant children** and **insured persons** under 18 years of age for Event 1 (Death) will be limited to or \$20,000.

Special Provisions – Additional Benefits

1. **Rehabilitation Expenses**

We will pay after the happening of an Event listed under Section 5 B Event 21 and 22 (Weekly Benefits) of this Policy expenses incurred for tuition or advice from a licensed vocational school, provided such tuition or advice is undertaken with **our** prior written agreement and the agreement of the **insured person's** attending physician.

Compensation under this provision will be limited to the actual costs incurred within 24 months of the Event, not exceeding \$10,000.

2. **Escalation Of Claim Benefit**

After payment of the Compensation under Section 5 B (Weekly Benefits) continuously for 12 months, and again after each subsequent period of 12 months during which Compensation is paid, **we** will increase the Compensation by 5 percent compound per annum.

SECTION 6 - ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES

Description Of Cover

We will reimburse **you** for reasonable and necessary **expenses** incurred during a Policy Period to either:

(Alternative Employee)

- (a) send a substitute person to complete the original business commitments and objectives of an **insured person** who is unable to do so due to his or her unexpected death, **injury** or **sickness**, or who has to return early to his or her **country of residence** or place of departure following the unexpected death of a **relative** during the **travel**; or

(Resumption of Assignment)

- (b) return the original **insured person** whom **we** have repatriated back to **country of residence** following an event covered under Section 1 or Section 3, within 90 days of such repatriation, to complete his or her original business commitments and objectives.

The maximum amount **we** will pay is limited to the Sum Insured in the Schedule of Compensation.

Definitions – Section 6

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 6 are listed below and are shown in **bold italic** font.

Expenses mean:

- (a) an economy return air flight for Interstate and Intrastate air trips within Australia;
- (b) a business class return air flight for International air trips (or economy class if the original **insured person** travelled economy class at the **insured's** instruction); and
- (c) other essential expenses reasonably and necessarily incurred in transportation of the substitute person or returning the **insured person**.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any expenses:

1. Incurred when the **insured person** is **travelling** against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to travel or when he or she is unfit to do so.
2. Necessarily incurred as part of the original **travel** budget.

SECTION 7 - POLITICAL RISK AND NATURAL DISASTER EVACUATION EXPENSES

Description Of Cover

If whilst an **insured person** is **travelling** outside his or her **country of residence** and:

1. officials in the country the **insured person** is in recommend that certain categories of persons, which categories include the **insured person**, should leave that country; or
2. the **insured person** is expelled from or declared *persona non grata* in the country he or she is in; or
3. a major natural disaster has occurred in the country the **insured person** is in necessitating his or her immediate evacuation in order to avoid risk of personal **injury** or **sickness** to him or herself; or
4. there is a wholesale seizure, confiscation or expropriation of **your** or the **insured person's** property, plant or equipment.

We will pay:

- (a) up to the cost of a business class air fare to return the **insured person** to his or her **country of residence**; or
- (b) up to the cost of a business class air fare to return the **insured person** to the nearest place of safety; and
- (c) where the **insured person** is unable to return to their **country of residence**:
 - (i) the reasonable costs of accommodation actually incurred, up to a maximum of five hundred dollars (\$500) per day and;
 - (ii) the reasonable additional costs actually incurred, up to a maximum of one hundred and fifty dollars (\$150) per day ,for each **insured person** for a maximum period of 21 days. This benefit is not payable in the **insured person's country of residence**.

Note: If an *insured person* needs to leave the country he or she is in, Travel Guard™ must be contacted beforehand to confirm cover. Where possible Travel Guard™ will make the travel arrangements and in all cases we will decide where to send the *insured person*.

The maximum amount **we** will pay is limited by the specified Sum Insured in the Schedule of Compensation.

Exclusions - In addition to the General Exclusions applying to all Sections

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

1. The **insured person** violating the laws or regulations of the country from which he or she is to be evacuated.
2. The **insured person** failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation.
3. Any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause.
4. Your or the **insured person's** failure to honour any contractual obligations or bond or to obey any conditions in a licence.
5. The **insured person** being a national of the country from which he or she is to be evacuated.
6. The political unrest or natural disaster that resulted in the **insured person's** evacuation being in existence prior to the **insured person** entering the country or its occurrence being foreseeable to a reasonable person before the **insured person** entered the country.

We will not pay:

7. In respect of the costs of accommodation for a period in excess of twenty-one (21) days for any one event.
8. Expenses necessarily incurred as part of the original **travel** budget.

SECTION 8 - MISSED TRANSPORT CONNECTION

Description Of Cover

Cover under this Section only applies where the **insured person** is officially scheduled to attend a business meeting or conference during **travel** which cannot be delayed because of his or her late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries which **you** or the **insured person** may be entitled to receive from a carrier, to enable the **insured person** to use alternative scheduled public transport services to arrive at his or her destination on time, if due to any unforeseen circumstances outside **your** or the **insured person's** control, he or she misses a scheduled transport connection and is unable to arrive at his or her destination at the original scheduled time.

The maximum amount **we** will pay is limited by the specified Sum Insured in the Schedule of Compensation.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for:

1. Any missed transport connection arising from a personal, business or employment commitment, or a financial or contractual obligation of **you** or the **insured person** or of any other person on whom the **travel** depends.

SECTION 9 - RENTAL VEHICLE EXCESS COVER

Description of Cover

We will reimburse **you** or the **insured person** for any excess or deductible payable under a comprehensive motor insurance against loss or damage to the rental vehicle in which **you** or the **insured person** become legally liable to pay in respect of loss or damage to a **rental vehicle** during the rental period.

Definitions – Section 9

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 9 are listed below and are shown in **bold italic** font.

Rental Vehicle means a passenger class hatchback, sedan, van, mini van, station wagon or four-wheel-drive rented or hired from a licensed motor vehicle rental company for the sole purpose of carrying the **insured person** and their travelling companions on public roadways. It shall not include any other type of vehicle or vehicle use.

Conditions

1. The **rental vehicle** must be rented from a licensed rental agency.
2. The **insured person** must comply with all requirements of the rental organisation under the rental agreement and of the insurer under such rental insurance.

The maximum amount **we** will pay is limited by the specified Sum Insured in the Schedule of Compensation.

Exclusions- In addition to the General Exclusions applying to all Sections

We will not pay:

1. For loss or damage arising from operation of the **rental vehicle** in violation of the terms of the rental agreement.
2. For wear and tear, gradual deterioration, damage from insects or vermin, inherent vice or damage.
3. For loss or damage which occurs beyond the limits of any public roadway or on any roadway inaccessible to two-wheel-drive cars.

SECTION 10 - KIDNAP AND RANSOM AND EXTORTION

Descriptions of Cover

We will indemnify **you** up to the specified sum insured in the Schedule of Compensation for Covered Losses should any of the following Insured Events happen to an **insured person** during the **travel**:

Insured Events

Kidnapping or alleged **kidnapping** of an **insured person**; or

2. **Personal extortion** threats to an **insured person**

Covered Losses

We will indemnify **you** for the following Covered Losses:

1. **Ransom Monies**
Ransom monies paid by **you** or an **insured person** resulting directly from a **kidnapping** or **extortion** occurring during the **policy period**.
2. **In-Transit/Delivery**
Loss due to destruction, disappearance, confiscation or wrongful appropriation of **ransom monies** while being delivered to person(s) demanding the **ransom monies** by anyone who is authorised by **you** or an **insured person** to have custody of them, provided, however, that the **kidnapping** or **extortion** which gave rise to the delivery is covered by this Section.
3. **Expenses**
Any reasonable and necessary expenses incurred and paid by **you** or an **insured person** solely and directly as a result of an Insured Event covered under this Section, including but not limited to:
 - (a) the amount paid by **you** or an **insured person** as reward to an **informant** for information relevant to any Insured Event;
 - (b) interest costs for a loan from a financial institution made to **you** or an **insured person** for the purpose of paying **ransom monies**;
 - (c) costs of travel and accommodations as follows:
 - (i) costs incurred by **you** or an **insured person** while attempting to negotiate an incident covered under an Insured Event;
 - (ii) travel costs of a **victim** to join their immediate family upon their release, and the travel costs of an employee to replace the **victim**;
 - (d) **salary**, which shall mean the following:
 - (i) the amount of remuneration previously paid by **you** at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the **insured person** would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the **kidnapping**), which **you** continue to pay to or on behalf of the **insured person** for the duration of the **kidnapping**. **Salary** will be paid until the earliest of the following:
 - (1) up to 30 days after the release of the **insured person**, if the **insured person** has not yet returned to work; or
 - (2) discovery of the death of the **insured person**; or
 - (3) 120 days after **we** receive the last credible evidence that the **insured person** is still alive; or
 - (4) 60 months after the date of the **kidnapping**; and

- (ii) the amount of remuneration, paid by **you** at an annual rate, of an individual newly hired to conduct the specific duties of the **insured person** while he/she is absent due to a **kidnapping** for so long as the **insured person(s)** own salary under (i) above is covered.
- (e) personal financial loss suffered by an **insured person** solely and directly as the result of their physical inability to attend to personal financial matters while a **victim** of a **kidnapping** (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from the **insured person(s)** failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to **you** where **you** have indemnified the **insured person** for these Losses;
- (f) rest and rehabilitation expenses, including travel, lodging, meals and recreation of the **victim** and the **victim's** spouse and/or any **dependant children**, up to a maximum of \$5,000 in aggregate;
- (g) fees and expenses of a qualified interpreter assisting **you** or the **insured person** following an Insured Event;

4. **Judgments & Settlements and Defence costs**

Judgments & Settlements and Defence costs (with **our** written consent) incurred 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 **kidnapping** or **extortion**, provided such suit or claim is made within 12 consecutive months of the release or death of the **insured person** or the last credible **extortion** threat made during the Policy Period, but in no Insured Event longer than 60 months after the commencement of the **kidnapping** or **extortion**. As additional conditions precedent to **our** liability, **you** will:

- (i) immediately notify **us** of the claim or suit;
- (ii) not admit liability; and
- (iii) 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, and **you** and the **insured person** must co-operate with **us** in this regard.

5. **Consultants**

In the event of an incident, situation or occurrence which may give rise to an Insured Event, then as part of the Policy coverage and under a special arrangement with **us**, **we** will:

- (a) make available on a priority basis, specialist consultants nominated by **us** or, if requested by **you**, consultants of **your** choice who **we** provide **our** prior written consent to use, to advise, inform and assist **you**; and
- (b) pay the reasonable and necessary fees and expenses of the said consultant/s.

As part of this special arrangement, **we** have dedicated a 24-hour crisis response contact telephone number which **you** may contact in the event of an incident, situation or occurrence which may give rise to an Insured Event, as follows:

<u>INTERNATIONAL ACCESS CODE</u>	<u>COUNTRY CODE</u>	<u>AREA CODE</u>	<u>LOCAL NUMBER</u>
FROM AUSTRALIA - 0011	1	713	260 5500

This number is a dedicated crisis response contact and should only be used for notification of an incident, situation or occurrence which may give rise to an Insured Event. Callers will speak directly to or receive an immediate call back from our experienced consultants who are available to nominate specialist consultants or consider any request (to be confirmed in writing) by **you** concerning the use **your** preferred consultants. Following notification of an incident, situation or

occurrence which may give rise to an Insured Event, the consultants will be available to be with **you** as soon as travel time permits.

Notwithstanding anything to the contrary or endorsed thereon, in the event of an incident, situation or occurrence which may give rise to an Insured Event, **you** shall provide immediate notification to:

The Claims Manager

Chartis

Level 19, 2 Park Street
Sydney, NSW, 2000, Australia
Telephone: 02 9240 1711

It is understood and agreed that:

- (a) the consultant will be appointed to perform crisis management services;
- (b) the consultants are retained to advise, inform and assist **you** in the event of a crisis incident, situation or occurrence which may give rise to an Insured Event and to enable **you** to manage and respond to the said crisis;
- (c) the consultant's role is limited to providing immediate assistance and guidance to **you** to enable **you** to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to an Insured Event;
- (d) the consultants have no authority on behalf of **us** to make any admissions which may prejudice **our** rights or to deal with matters concerning policy coverage or the application of any facts and circumstances of any crisis incident, situation or occurrence which has been notified and which may give rise to an Insured Event to the policy terms, conditions and exclusions;
- (e) the consultants shall give such information and assistance to **us** as we may reasonably require to enable **us** to investigate and determine **our** liability to indemnify under the Policy;
- (f) the provision and/or the use of these services is not, is not intended to be and shall not be regarded as an admission of or an acceptance by **us** of any liability to indemnify **you** under the Policy and is without prejudice to all of **our** rights under the terms, conditions and exclusions of the Policy;
- (g) notification to the dedicated crisis response contact number of an incident, situation or occurrence which may give rise to an Insured Event does not constitute a notification under the Policy. **You** must file a detailed, written and sworn statement of loss with **us** as soon as possible after the loss.
- (h) upon notification by **us** to **you** that liability to indemnify is not accepted, **we** will no longer have any liability under this Section and **we** will not pay any fees or expenses of the said consultant/s which are incurred after such notification is given.

Definitions – Section 10

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 10 are listed below and are shown in **bold italic** font.

1. **Extortion** means **personal extortion** as herein defined.
2. **Employee** means any person in **your** regular service whom **you** compensate by salary, wages and/or commissions and have the right to govern in the performance of such service.
3. **Informant** means any person, other than an **insured person**, providing information not otherwise obtainable, solely in return for a reward offered by **you**.
4. **Insured Person(s)** means the **insured** (if a natural or legal person, sole proprietorship, or partnership) listed in the Schedule, and any director, officer or **employee** of the **insured** who is listed in the Schedule.

5. **Kidnapping** means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more **insured person(s)** (except a minor by his or her parent) for the purpose of demanding **ransom monies**.
6. **Personal Extortion or Extortion** means any threat or connected series of threats communicated to **you** or to an **insured person** for the purpose of demanding **ransom monies**, to:
 - (a) kill, physically injure or kidnap an **insured person**; and/or
 - (b) divulge any confidential, private or secret information unique to the **you** in relation to **your** business;

Provided that **ransom monies** are not in the possession of the **insured person** at the time of the threat.
7. **Ransom Monies** means any monies which **you** or an **insured person** has paid (or lost in-transit/delivery) under circumstances described in the Description of Cover. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.
8. **Victim** means an **Insured Person** who is the subject of an Insured Event.

Territory

This cover applies to incidents anywhere in the world except for:

- (a) the **insured person(s) country of residence**;
- (b) Iraq;
- (c) Colombia for journeys of 60 days or more;
- (d) Mexico for journeys of 60 days or more.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not be liable for loss caused by or resulting either directly or indirectly from or involving:

1. The fraudulent, dishonest, or criminal acts of **you**, any **insured person**, or any person authorised by **you** to have custody of **ransom monies**. This Exclusion will not apply to the payment of **ransom monies** by **you** or **insured person** in a situation where local authorities have declared such payment illegal.
2. Monies or property surrendered away from **your** premises in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such monies at the time of such surrender for the sole purpose of conveying it to pay an **extortion** or demand for **ransom monies** previously communicated to **you** or an **insured person**.
3. Monies or property surrendered on **your** premises unless brought onto the premises after receipt of an **extortion** or demand for **ransom monies** for the purpose of paying that demand.
4. Actual loss of or damage to property of any description, including intellectual property, as a result of an Insured Event or the carrying out of a **personal extortion** threat. This Exclusion does not apply to in-transit / delivery loss of **ransom** and/or **extortion** monies as described under Covered Losses 2.
5. Any loss if the **insured person** is permanently residing or is staying for more than 180 consecutive days in the country where the Insured Event occurs.

Conditions- In addition to the General Conditions applying to all Sections

1. As a condition precedent to **our** liability under the Insured Events, **we** must have approved the payment of the **ransom monies**.
2. Prior to the payment of **ransom monies**, **you** must make every reasonable effort to:
 - (a) determine that an Insured Event has actually occurred;
 - (b) give immediate oral and written notice to **us** with periodic and timely updates concurrent with activity occurring during the incident; and
 - (c) if it appears to be in **your** and the **insured person(s)** best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.
3. **Confidentiality**
You and the **insured person(s)** will use all reasonable efforts not to disclose the existence of this Section. This condition will also apply to any excess or other insurance.
4. **Limits Of Liability**
For each Covered Loss the maximum limit and aggregate limit of **our** liability will not exceed the sum insured(s) stated in the Schedule of Compensation and Policy Schedule by reason of any one Insured Event, except where stated to the contrary. All Covered Losses will be deemed to have been incurred during the **policy period** in which the Insured Event occurred.
5. **Due Diligence**
You and the **insured person(s)** will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section.
6. **Statement Of Loss**
You will file a detailed, sworn statement of loss with **us** as soon as possible after the date of loss.
7. **Non-Employee Directors**
In the event that any one of the **insured person(s)** directors, who is not their employee, is an insured person under any other similar policy or policies issued by us (or by any other member or affiliated insurance company of Chartis.) and a loss involving that director is reported under this Policy and under one or more such other policies, then **our** aggregate liability (including that of any of our other member company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies. Before the inception of this Policy, **you** shall inform us of all such policies, which will be noted in the Schedule of Other Insurance Policies forming part of this Policy.
8. **Non-Assignment**
This Section may not be assigned or transferred.
9. **Inspection and Audit**
We may examine and audit **your** business documents, relating to the subject matter of this insurance, until 3 years after this Policy has expired or has been cancelled. Any premium due for exposures which exist but were not reported will be determined by **our** audit.

10. **Recoveries**
In the event of any payment under this Section, all recoveries, net of **our** actual recovery cost, will be distributed firstly to **us** for all amounts paid by **us** under this Section and any remainder will be paid to **you**.
11. **Action Against Insurer**
No suit, action or proceeding for recovery of any loss under this Section will be sustainable in any court of law, equity or other tribunal unless all the requirements of this Section are complied with and it is commenced within 12 consecutive months after **you** have filed a Statement of Loss with **us**.
12. **Non disclosure or misrepresentation**
In the event that **you** fail to comply with the duty of disclosure or makes any misrepresentation, whether such non-disclosure or misrepresentation is fraudulent or otherwise, or makes any false, fraudulent or exaggerated claim, **our** rights shall be as provided in the applicable provisions of the Insurance Contracts Act 1984 (Cth) and all such rights and entitlements will be rigorously proved.
13. **Changes**
Notice to any of **our** representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this Section or stop **us** from asserting any right under the terms of this Section, nor will the terms of this Section be waived or changed unless agreed to in writing by **us**.
14. **Notices**
Except as indicated to the contrary, all notices, applications, demands and requests provided for in this Section will be in writing and will be given to or made upon either party at its address shown in the Policy.
15. **Non accumulation of Liability**
Regardless of the number of years this policy will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, **our** liability under this policy with respect to any loss(es) will not be cumulative from year to year or period to period. When there is more than one insured, the aggregate Limit of Liability for **our** loss(es) sustained by any or all of them will not exceed the amount for which **we** would be liable if all loss(es) were sustained by any one of them.
16. **Other Insurance**
Before the inception of this policy, the **insured** shall inform **us** of all policies of insurance under which any **insured** may be entitled to claim and which may provide primary coverage of a similar nature to that provided by this Policy. All such policies will be noted in the Schedule of Other Insurance Policies forming part of this policy. The insurance provided under this policy will be excess over any other valid and collectable bond or insurance.
17. **Consolidation – Merger**
if, through either (1) consolidation or merger with (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of, some other entity, exposures are created which are covered by this policy and were not originally part of the **insured** based on the original description of the **insured** at the time of policy issue, the **insured** will give **us** written notice within thirty (30) days of such consolidation, merger or acquisition and upon acceptance by **us** of the additional exposure, will pay **us** an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current premium period.

SECTION 11 - PERSONAL LIABILITY

Description Of Cover

We will pay all damages, compensation and legal expenses, up to the specified Sum Insured in the Schedule of Compensation for which **you** or the **insured person** become legally liable as a result of the **insured person's** negligence during the **travel** causing:

1. Bodily injury including death or illness of another person.
2. Loss of or damage to property.

Conditions

It is a condition of payment under this Section that neither **you** nor the **insured person** admit fault or liability to any other person without **our** prior written consent.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay damages, compensation or legal expenses in respect of any liability directly or indirectly arising out of or in connection with:

1. Bodily injury to the **insured person** or to any member of his or her family ordinarily residing with him or her.
2. Bodily injury to any of **your** or the **insured person's** employees arising out of or in the course of employment.
3. Loss of or damage to property owned by or in the control of the **insured person** or any member of his or her family ordinarily residing with him or her.
4. Loss of or damage to property or bodily injury, arising out of **your** or the **insured person's** ownership, use or possession of any mechanically propelled vehicle (other than golf buggies and motorised wheelchairs), aircraft or waterborne craft.
5. Loss of or damage to property or bodily injury, arising out of **your** or the **insured person's** business or trade, or out of professional advice given by **you** or by the **insured person**.
6. Any contract unless such liability would have arisen in the absence of that contract.
7. Judgments which are not in the first instance either delivered by or obtained from a court of competent jurisdiction within Australia or the country in which the event occurred giving rise to **your** or the **insured person's** liability.
8. Any claim for exemplary, punitive or aggravated damages.

SECTION 12 - EXTRA TERRITORIAL WORKERS COMPENSATION

Description Of Cover

This Section applies only:

1. With respect to the **insured person(s)** who are employed by **you** and persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by **you**, who are employed or engaged within Australia in a managerial, clerical, administrative or sales 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 applies to the employment of employees by **you** or **you** are licensed under such laws as a self-insurer; and
3. While an **insured person** is working on a temporary basis (but not exceeding in any event one hundred and eighty (180) days, unless otherwise agreed in writing by **us**), 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:

1. **Your** liability arising during the **travel** to pay compensation benefits payable under any Workers' Compensation Legislation which provides compensation to injured workers or their dependants for death, personal injury or occupational disease arising out of or in the course of employment;
2. Damages at common law (but not where entitlement arises solely under any statute) arising out of the death, personal injury or occupational disease suffered by an **insured person** as a result of an accident or occurrence happening during the **travel** in the circumstances set out above.

Limit Of Liability

The indemnity provided under this Section shall be limited as follows:

1. In the case of a claim for compensation benefits, to the difference between the amount specified in the Policy Schedule and the amount which the **insured person(s)** or their dependants are entitled to claim under any Workers' Compensation Insurance which **you** were required to effect as described above, but not to exceed the Sum Insured specified in the Schedule of Compensation for all claims for compensation with respect to any one **insured person** and with respect to all **insured person(s)** during the **policy period**.
2. In the case of a claim for damages at common law, the difference between the damages and law costs payable by **you** and the amount of indemnity to which **you** would have been entitled under any Workers' Compensation Legislation which **you** were required to effect as described above, but not to exceed the Sum Insured specified in the Schedule of Compensation for this Section for all damages payable with respect to the death, personal injury or occupational disease of any one **insured person** or with respect to the death, personal injury or occupational disease of all **insured person(s)** occurring during the **policy period**.
3. The Limit of Liability is the Compensation shown in the Schedule of Compensation for the following:
 - (a) the Limit per week for weekly compensation for each **insured person**;
 - (b) the Limit in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more **insured person(s)**;
 - (c) the aggregate Limit of Liability for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one **policy period**, whether involving one or more **insured person(s)**.
4. Any benefits otherwise payable under Sections 1 and 5 of this Policy with respect to any **insured person** shall be reduced by the amount of any Compensation payable under this Section with respect to that **insured person**.

Conditions

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 such assistance as **we** may reasonably require.
2. **You** shall, if 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, claims forms and any other documentation which comes into **your** possession, and **you** shall, if required by **us**, authorise **us** to have access to the files and information held by any Workers' Compensation Insurer with whom **you** have effected insurance.

Exclusions - In addition to the General Exclusions applying to all Sections

1. There is no indemnity under this Section with respect to any claim for exemplary, punitive or aggravated damages.

SECTION 13 - CORPORATE TRAVELLER'S FAMILY CARE

SECTION 13A - SPOUSE ACCIDENTAL DEATH BENEFIT

Description Of Cover

We will pay to the **insured person**, the maximum amount shown in the Schedule of Compensation should the **insured person's spouse** die as a result of an **injury** whilst the **insured person** is **travelling**.

Definition Section 13A

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 13 A are listed below and are shown in **bold italic** font.

For the purpose of this Benefit only, **injury** means physical and bodily injury which happens to **the insured person's spouse** in Australia, when the **insured person** is **travelling**, as a result of external violence and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except **sickness** directly resulting from medical or surgical treatment rendered necessary by such **injury**) in the death of the **insured person's spouse**.

This Benefit is not payable if the **spouse** is accompanying the **insured person** on the **travel** at the time the death by **injury** occurs.

SECTION 13B - EDUCATION FUND SUPPLEMENT

Description Of Cover

We will pay \$15,000 for each **dependant child** should the **insured person** die when **travelling** as the result of an **injury**.

Definition Section 13B

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 13 B are listed below and are shown in **bold italic** font.

For the purpose of this Benefit only, **injury** means physical and bodily injury which happens to the **insured person** when they are **travelling** as a result of external violence and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except **sickness** directly resulting from medical or surgical treatment rendered necessary by such **injury**) in the death of the **insured person**.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection or contagion, even if contracted through an **Injury**, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

SECTION 13C – SPOUSE RETRAINING BENEFIT

Description Of Cover

We will pay up to \$15,000 for actual costs incurred for an **insured person's spouse's training** if an **insured person** dies or suffers Events 1 - 8 under Section 5 A when **travelling** as the result of an **injury**.

Definitions - Section 13C

In addition to the definitions listed on pages 11-13, words with a special meaning in Section 13 C are listed below and are shown in ***bold italic*** font.

For the purpose of this Benefit only, ***injury*** means physical and bodily injury which happens to the ***insured person*** when they are ***travelling*** as a result of external violence and which results solely and directly and independently of any other cause including any pre-existing physical or congenital condition (except sickness directly resulting from medical or surgical treatment rendered necessary by such ***injury***) in the death of the ***insured person***.

Training means course fees and associated costs for the purpose of obtaining or refreshing skills to gain employment and/or improve employment prospects.

This Benefit is only payable for ***training*** costs incurred within 24 months following an ***injury*** leading to an ***insured person's*** claim under events 1-8 under Section 5 A.

Exclusions - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which directly or indirectly arises from or is caused by:

1. Any type of illness, disease, infection or contagion, even if contracted through an ***Injury***, except that this Exclusion shall not apply to medically acquired infections or blood poisoning.

SECTION 14 - IDENTITY GUARD

SECTION 14A – LEGAL EXPENSES

Description Of Cover

We will reimburse an *insured person* up to \$5,000 for legal and court costs incurred in:

- a. Defending any *suit* brought against an *insured person* by a creditor or collection agency or someone acting on their behalf as a result of the *identity guard*;
- b. Removing any civil or criminal judgment wrongfully entered against an *insured person* as a result of the *identity guard*;
- c. Challenging the accuracy or completeness of any information in an *insured person's* consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of *identity guard*

SECTION 14B – LOST WAGES

Description Of Cover

We will reimburse an *insured person* for their loss of *income* attributed to the time taken from work solely as a result of an *insured person's* efforts to correct their financial records that have been altered due to *identity guard*.

Payment of lost wages includes compensation for whole or partial unpaid workdays. An *insured person* must take these unpaid days within 12 months of making an *identity guard* claim and the maximum compensation for lost wages is \$1,000.

SECTION 14C – OBLIGATION TO PAY

Description Of Cover

If any *credit accounts* and or bank accounts were opened in an *insured person's* name without their authorization, we will pay an *insured person* up to \$5,000 for their actual loss from the unauthorized account. We will pay up to \$5,000 for an *insured person's* legal obligation to pay a creditor when the account was created as part of their *identity guard*.

SECTION 14D – MISCELLANEOUS EXPENSES

Description Of Cover

We will reimburse up to \$5,000 for the following expenses:

- 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 *identity guard*;
- b. The cost of obtaining legal copies of documents related to an *insured person's identity guard*, long distance telephone calls, and certified mail reasonably incurred as a result of an *insured Person's* efforts to report an *identity guard* or to correct their financial and credit records that have been altered as a result of their *identity guard*;

- c. The cost of contesting the accuracy or completeness of any information contained in an ***insured person's*** credit history as a result of their ***identity guard***;
- d. The cost of a maximum of 4 (four) credit reports from an entity approved by ***us***. The credit reports shall be requested when a claim is made.

Definitions – Section 14

In addition to the definitions listed on pages 11-12, words with a special meaning in Section 14 are listed below and are shown in ***bold italic font***.

Suit means a civil proceeding seeking monetary damages as a result of ***identity guard***, or a criminal proceeding in which ***you*** or the ***insured person*** is charged with illegal acts committed by someone else while engaged in the theft of an ***insured person's*** identity.

Identity Guard means the unauthorized and/or illegal use of an ***insured person's*** personal information such as their name or drivers licence to open ***credit accounts*** and/or bank accounts that they did not authorize.

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

Income means

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

all derived during the 12 calendar months period immediately preceding the ***injury*** giving rise to the claim under this Policy.

CONDITIONS

1. The fraudulent account must have been opened in an ***insured person's*** name without their authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by an ***insured person's*** financial institution.
3. Coverage for false charges is limited to the amount an ***insured person*** is held liable for by the financial institution or the maximum sum insured whichever is the lesser.
4. ***We*** will be permitted to inspect an ***insured person's*** financial records.
5. ***You*** and the ***insured person*** will cooperate with ***us*** and help ***us*** to enforce any legal rights an ***insured person*** or ***we*** may have in relation to their ***identity guard***; this may include an ***insured person's*** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve their ***identity guard***.

LIMITS ON LIABILITY

Our maximum liability per person under Section 14 is \$5,000 for any one event and cannot exceed an annual aggregate of \$10,000.

Our maximum liability under Section 14 in any one policy period is \$50,000 for all **insured persons**.

In the Event of a Claim under this section **you or the insured person** must:

1. Call **us** 1800 331 013 to make a claim within 2 days of discovering the **identity guard** to obtain proper forms and instructions;
2. File a police report within 48 hours of discovering the **identity guard**;
3. Notify the **insured person's** bank(s) or credit account issuer(s) of the **identity guard** within 24 hours of discovering the **identity guard**;
4. Complete and return any claims forms including an authorization for **us** to obtain records and other information such as credit reports (if applicable) within 30 days of the original claim (see 1 above);
5. Provide proof that it was necessary to take time away from an **insured person's** work if they make a claim for lost wages. We will ask an **insured person** to submit proof from their employer that they took unpaid days off, and they must have this information notarized;
6. Send **us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;
7. Take all reasonable and prudent action to prevent additional damage to an **insured person's** identity.

EXCLUSIONS - In addition to the General Exclusions applying to all Sections

We will not pay for any claim which arises directly or indirectly from, or is caused by:

1. Monetary losses other than the out-of-pocket expenses related to the resolution of an **insured person's identity guard** outlined in this policy other than under Section 14C – Obligation to Pay;
2. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
3. Requesting credit reports before the discovery of an **insured person's identity guard**;
4. Taking time from self-employment or workdays that will be paid by an **insured person's** employer in order to correct their financial records that have been altered due to **identity guard**;
5. Any expenses submitted more than 12 months from the time the **identity guard** was reported.

