

# Zurich Corporate Travel Insurance

Supplementary Product Disclosure Statement – No. 1

Preparation date: 10 January 2014 / Effective date: 1 February 2014

This document is a Supplementary Product Disclosure Statement (SPDS) for Zurich Corporate Travel Insurance. It supplements the Product Disclosure Statement (PDS) for Zurich Corporate Travel Insurance, dated 11 May 2011, and must be read together with that document.



This SPDS has been issued to alter our Privacy Statement on page 5 within the PDS, which is deleted in full and replaced as follows:

## Privacy

Zurich is bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information'), *you* should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about *you* in order to comply with our legal obligations, assess *your* application and, if *your* application is successful, to administer the products or services provided to *you*, to enhance customer service and/or product options or manage a claim ('purposes').

If *you* do not agree to provide us with the Information, we may not be able to process *your* application, administer *your* policy or assess *your* claims.

By providing us or *your* intermediary with *your* Information, *you* consent to our use of this Information which includes us disclosing *your* Information where relevant for the purposes, to *your* intermediary, affiliates of the Zurich Insurance Group Ltd, other insurers and reinsurers, our service providers, our business partners or as required by law within Australia or overseas.

Zurich may obtain Information from government offices and third parties to assess a claim in the event of loss or damage.

For further information about Zurich's Privacy Policy, a list of service providers and business partners that we may disclose *your* Information to, a list of countries in which recipients of *your* Information are likely to be located, details of how *you* can access or correct the Information we hold about you or make a complaint, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au), contact us by telephone on 132 687 or email us at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au)

In all other respects the terms and conditions of the PDS remains unaltered.

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# Zurich Corporate Travel Insurance

Product Disclosure Statement



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# About our Corporate Travel Insurance

## About Zurich

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

ZFSA provides wealth protection and wealth creation solutions, offering general insurance for commercial customers, and life risk, investments and superannuation solutions for corporates and personal customers. Zurich's solutions and services are primarily accessible through insurance brokers, financial advisers and other intermediaries.

ZFSA is part of the worldwide Zurich Financial Services Group, an insurance-based financial services provider with a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

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

This Product Disclosure Statement (PDS) is an important document about this product and includes the policy wording which starts on page 8. You should read it carefully before making a decision to purchase this product.

This PDS will help you to:

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

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

## How to apply for this insurance

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

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

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

## Our Corporate Travel Insurance

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

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

For a summary of additional benefits available to *you*, see 'Benefits of cover available' on page 7.

## Our contract with you

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

*Your policy* is made up of:

- the policy wording which begins at page 9 of this document. It tells *you* what is covered, sets out the claims procedure, exclusions and other terms and conditions of cover;
- the proposal, which is the information *you* provide to us when applying for insurance cover;
- *your* most current policy *schedule* issued by us. The *schedule* is a separate document unique to *you*, which shows the insurance details relevant to *you*. It includes any changes, exclusions, terms and conditions made to suit *your* individual circumstances and may amend the policy; and
- any other written change otherwise advised by us in writing (such as an endorsement or a supplementary PDS). These written changes vary or modify the above documents.

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

This document is also the PDS for any offer of renewal we may make, unless we tell *you* otherwise. Please keep *your policy* in a safe place.

We reserve the right to change the terms of this product where permitted to do so by law.

## Significant issues to consider

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

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of *your sum insured* shown in *your schedule* or some other amount, factor or item specified in the relevant clause or this document. *You* should be aware of the following matters in considering whether this product is suitable for *your* needs.

### Excesses can apply

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

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

The excess applicable to *your policy* is specified in the *schedule*. There are also other excesses which are specified in the policy wording.

### Exclusions

This *policy* contains a number of exclusions, some of which are common in insurance policies of this type. For example, we may not pay for death, *injury*, *sickness* or disability arising from:

- engagement in active service in any armed force for any nation;
- radioactivity or the use, existence or the escape of nuclear fuel, material or waste; or
- any deliberate, illegal or criminal acts inflicted by or on behalf of an *insured person*, or any other person acting with their consent or at their direction.

Some of the exclusions may be less common, and as such may be unexpected. For example, this *policy* excludes cover for death, *injury* or *sickness* arising from engagement in any *professional sport*. Please refer to page 35 for the details of this exclusion.

The above is an event that is not covered by this *policy*. Before making a decision about whether to purchase this *policy*, *you* should read the full details of all relevant exclusions, which are contained in the policy wording starting on page 9 of this document.

Some may not be relevant to *you* however *you* should make yourself aware of all the exclusions that apply to all cover sections. Please refer to Exclusions Applicable to All Sections on page 35 and any additional exclusions specific to each cover section.

### Terms and Conditions

General Terms and Conditions Applicable to All Sections set out *your* general obligations with which *you* need to comply. Please refer to page 37. Other terms and conditions relevant to each cover section also apply and are explained in each section. *You* should read the policy wording and make yourself aware of all the terms and conditions that apply. If *you* do not meet them, we may be able to decline or reduce the claim payment or cancel *your policy*.

### Make sure you have the cover you need

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

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

### Duty of Disclosure

Before *you* enter into this contract of insurance with us, the Insurance Contract Act 1984 requires *you* to tell us everything which *you* know, or could be reasonably expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms. The duty of disclosure is different depending on whether it is a new policy or not.

### New Business

Where *you* are entering into this *policy* for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) *you* must tell us everything *you* know, or could be reasonably expected to know, in answer to the specific questions we ask.

When answering our questions *you* must be honest.

- **Who needs to tell us**

It is important that *you* understand that *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 the *policy*. If *you* answer our questions fraudulently, we may refuse to pay a claim and treat the *policy* as never being in force.

### Renewals, variations, extensions and reinstatements

Once *your policy* is entered into and is no longer new business then *your* duty of disclosure to us changes. *You* are required before *you* renew, vary, extend or reinstate *your policy*, to tell us everything *you* know, or could be reasonably expected to know, which is relevant to our decision whether to renew, vary, extend or reinstate the contract of insurance and, if so, on what terms.

### You do not need to tell us

*You* do not need to tell us about any matter:

- that diminishes our risk;
- that is of common knowledge;
- that we know or should know as an insurer; or
- that we tell *you* we do not need to know.

### If *you* do not tell us

If *you* do not comply with *your* duty of disclosure we may reduce or refuse to pay a claim or cancel *your policy*. If *your* non-disclosure is fraudulent we may treat this *policy* as never being in force.

### Cooling-off period

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

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

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

*You* can cancel *your policy* at any time after the cooling-off period. Please refer to 'Cancellation' under General Terms and Conditions Applicable to All Sections on page 37.

### How we calculate your premium

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

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

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

- the business of the *insured*;
- the estimated number of *journeys* (both international and domestic) per year;
- the average duration of *journeys*;
- benefit limits chosen; and
- the excess amount *you* elect.

This means that when *you* purchase a policy *you* may elect to take a larger excess amount in the event of a claim, which will reduce the cost of *your* premium. If *you* are interested in this, *you* should ask *your* intermediary to supply *you* with quotes based on differing excess amounts.

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

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

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

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

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

### Taxation

The following taxation information is a guide only and is based on the current law and its interpretation. Your individual circumstances will be important to and may affect the tax treatment of any premiums you pay or benefits you receive. You should consult your tax adviser regarding your individual circumstances.

#### Income Tax

Generally, if you are entitled to receive weekly benefits, the premium you pay may be tax deductible. Premiums may also be tax deductible if you have taken out your policy for a revenue purpose.

Generally, if you receive weekly benefits, these benefits may be assessable to you and subject to tax at your marginal income tax rate. However, lump sum amounts that you receive are generally not taxable.

This information is a guide only, and is based on current taxation laws, their continuation and their interpretation. For information about your individual circumstances, contact your tax adviser.

#### Goods and Services Tax

Generally, you will not be required to pay Goods and Services Tax (GST) on any benefits you receive under your policy. However, you must advise us if you are entitled to claim an input tax credit in relation to any GST payable on your premium and the extent of that entitlement. If you do not provide this information to us, you may be liable to pay an amount of GST on benefits you receive.

If you are registered for GST, any payment we make for funeral expenses, overseas medical expenses, modification expenses or accommodation expenses will be reduced by the amount of any input tax credit you or another person are entitled to for those expenses.

### How to make a claim

If you need to make a claim against this policy, please refer to Claims Procedures on page 36.

If you have any queries, please contact your intermediary as soon as possible, or call us on 132 687.

### Privacy

The National Privacy Principles, under the Privacy Act 1988, regulate the way in which private sector organisations like Zurich can collect, use, store and disclose your personal information.

We collect personal information about you and insured persons in order to assess your request for insurance and to administer the policy. You can elect not to provide us with this personal information, however we may then not be able to process your application for insurance, we may not be able to process your claim or you may breach your Duty of Disclosure.

In some circumstances, we may disclose your personal information or personal information about insured persons (other than sensitive information such as health information) to a third party such as your intermediary, our service providers and our business partners in order to provide you with these services. A list of service providers and business partners that we may disclose this personal information to and for further information on our Privacy Policy, please refer to the Privacy link on our homepage – [www.zurich.com.au](http://www.zurich.com.au)

By providing us with your personal information and the personal information of insured persons, you consent to us disclosing this personal information for these purposes and you declare that you have the consent of insured persons to the disclose their personal information to us and third parties in this manner.

In most cases, at your request, we will give you access to the personal information we hold about you. In some circumstances we may charge a fee for giving you access, which will vary but will be based on our costs.

If you would like to find out more, you can contact us by telephone on 132 687 or email at [Privacy.Officer@zurich.com.au](mailto:Privacy.Officer@zurich.com.au) or in writing to:

The Privacy Officer  
Zurich Australian Insurance Limited  
PO Box 677  
North Sydney NSW 2059

## General Insurance Code of Practice

As a member of the Insurance Council of Australia Limited, we subscribe to the General Insurance Code of Practice.

The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

The Code aims to:

- constantly improve claims handling in an efficient, honest and fair manner;
- build and maintain community faith and trust in the financial integrity of the insurance industry; and
- provide helpful community information and education about general insurance.

## Financial Claims Scheme

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

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

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

Further information about the FCS can be obtained from the APRA website at <http://www.apra.gov.au> and the APRA hotline on 1300 13 10 60.

## Complaints and Disputes Resolution process

If *you* have a complaint about an insurance product we have issued or service *you* have received from us, please contact *your* intermediary to initiate the complaint with us. If *you* are unable to contact *your* intermediary, *you* can contact us directly on 132 687.

We will respond to *your* complaint within 15 working days. If *you* are not satisfied with our response, *you* may have the matter reviewed through our internal dispute resolution process, which is free of charge.

If *you* are not satisfied with the outcome of the dispute resolution process and would like to take the complaint further, *you* may refer the matter to the Financial Ombudsman Service (FOS), an independent and external dispute resolution scheme.

The FOS is free of charge to *you* but can only be accessed after *you* have gone through our internal disputes resolution process. FOS contact details are:

The Financial Ombudsman Service  
Post: GPO Box 3, Melbourne, Victoria 3001  
Freecall: 1300 78 08 08  
Website: [www.fos.org.au](http://www.fos.org.au)  
Email: [info@fos.org.au](mailto:info@fos.org.au)

## Updating this PDS

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

## Headings

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



# Benefits of Cover Available

The following is a summary only of the major benefits available under the policy.

Please refer to each Section for full details of coverage and applicable terms and conditions.

Types of Covers Available	Benefits of Cover Available	Page No
<b>Section 1 – Zurich Assist – Emergency Assistance Services</b>		
Zurich Assist – Emergency Assistance Services	Access to Zurich Assist: an emergency assistance service that can be accessed any time, any where in the world. Zurich Assist has access to a worldwide team of skilled doctors, medical professional and other emergency assistance consultants, available 24 hours a day, 7 days a week.	11
Medical evacuation expenses	Benefits payable for expenses related to the evacuation of the <i>insured person</i> due to <i>injury or sickness</i> whilst on a <i>journey</i> , reasonable travel and accommodation expenses for two <i>close family members</i> or <i>accompanying</i> travel companions who are required to travel to or remain with the <i>insured person</i> ; or expenses related to the repatriation of the <i>insured person</i> to the most suitable hospital or to the <i>insured person's country of residence</i> .	11
<b>Section 2 – Overseas Medical Expenses</b>		
Medical and additional expenses	<i>Medical and additional expenses</i> incurred by the <i>insured person</i> following <i>injury or sickness</i> occurring whilst on a <i>journey</i> .	13
Bed confinement	Daily amount to be paid to the <i>insured person</i> who is <i>confined to bed</i> as a result of <i>injury or sickness</i> whilst on a <i>journey</i> .	13
<b>Section 3 – Personal Accident and Sickness</b>		
Accidental Death and Capital Benefits	Benefits payable in the event that the <i>insured person</i> suffers <i>accidental death or injury</i> as a result of an <i>accident</i> occurring on a <i>journey</i> .	14
Weekly Injury Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement or temporary partial disablement</i> , as a result of an <i>injury</i> on a <i>journey</i> .	15
Weekly Sickness Benefits	Weekly benefits payable in the event an <i>insured person</i> suffers <i>temporary total disablement or temporary partial disablement</i> , as a result of <i>sickness</i> on a <i>journey</i> .	15
Injury Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>injury</i> whilst on a <i>journey</i> and requires a specified surgical procedure.	15
Sickness Resulting in Surgery	Benefits payable where the <i>insured person</i> suffers <i>sickness</i> whilst on a <i>journey</i> and requires a specified surgical procedure.	15
Injury Resulting in Fractured Bones	Benefits payable where the <i>insured person</i> suffers <i>injury</i> whilst on a <i>journey</i> resulting in fractured bones.	16
Injury Resulting in Loss of Teeth or Dental Procedures	Benefits payable where the <i>insured person</i> suffers an <i>injury</i> whilst on a <i>journey</i> resulting in loss of <i>teeth</i> or requiring full or partial capping of <i>teeth</i> .	16
<b>Section 4 – Travel Disruption</b>		
Loss of deposits	Reimbursement of the non-refundable unused portion of travel and accommodation expenses paid for in advance before commencement of a <i>journey</i> following necessary cancellation, alteration or incompleteness of the <i>journey</i> due to unforeseen circumstances.	20
Cancellation and curtailment	Reimbursement of the non-refundable unused portion of travel or accommodation expenses as a result of necessary cancellation, alteration or incompleteness of the <i>journey</i> due to unforeseen circumstances.	20
Alternative employee / Resumption of assignment	Reimbursement for expenses incurred for <i>alternative employee expenses or resumption of assignment expenses</i> as the direct result of an <i>insured person</i> dying or suffering a serious <i>injury</i> or serious <i>sickness</i> .	20

Types of Covers Available	Benefits of Cover Available	Page No
Missed transport connection	Reimbursement of reasonable extra travel expenses incurred for use of alternative public transport where an <i>insured person</i> misses a transport connection due to any unforeseen circumstances.	21
Hijack and detention	Daily amount for every day an <i>insured person</i> is forcibly <i>detained</i> for more than 12 continuous hours as a result of a <i>hijack</i> or <i>detainment</i> .	21
<b>Section 5 – Baggage</b>		
Baggage	Indemnity for loss, theft or damage to certain personal effects; or where the <i>insured person's</i> personal effects are delayed, misdirected or temporarily mislaid by any transport carrier.	23
<b>Section 6 – Political Unrest and Natural Disaster Evacuation</b>		
Political unrest and natural disaster evacuation	Cost of the <i>insured person's</i> return to their <i>country of residence</i> or nearest place of safety; as well as reasonable accommodation costs in the event the <i>insured person</i> is recommended to leave the country they are travelling as a result of political unrest or a major <i>natural disaster</i> .	25
<b>Section 7 – Vehicle Excess Waiver</b>		
Rental vehicle excess waiver	Reimbursement for any excess or deductible <i>you</i> or the <i>insured person</i> are legally liable to pay in respect of loss of or damage to a <i>rental vehicle</i> during the <i>journey</i> .	26
Personal vehicle excess waiver	Reimbursement for any excess under an <i>insured person's</i> comprehensive motor vehicle policy where the <i>insured person's</i> personal motor vehicle suffers loss or damage whilst being driven for business purposes on a <i>journey</i> .	26
<b>Section 8 – Personal Liability</b>		
Personal liability	Indemnify for all sums that the <i>insured person</i> is legally liable to pay for damages in respect of personal injury and/or property damage to a third party, happening during the <i>journey</i> .	28
<b>Section 9 – Kidnap and Ransom</b>		
Kidnap and ransom	Reimbursement for <i>extortion/ransom monies</i> paid in the event of the <i>insured person</i> being <i>kidnapped</i> whilst on a <i>journey</i> .	29
<b>Section 10 – Extra Territorial Workers' Compensation</b>		
Extra Territorial Workers' Compensation	Indemnity for compensation benefits payable under any workers' compensation legislation providing benefits to injured workers or their dependents for death, injury or sickness arising out of or in the course of their employment where the <i>insured person</i> dies or suffers and <i>injury</i> or <i>sickness</i> whilst on a <i>journey</i> .	31

# Corporate Travel Insurance Policy Wording

## Our Agreement

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

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

## Definitions

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

### Accident

*accident* means a single event that is:

- (a) caused by violent, external and visible means (independently of any other cause); and
- (b) which results in *injury* that is both unexpected and undesired by an *insured person*; and
- (c) which occurs during the *journey*.

### Accompanying

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

### Civil war

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

### Close family member

*close family member* means the *insured person's spouse or partner*, child, step-child, brother, step-brother, sister, step-sister, parent, aunt, uncle, nephew, niece, grandchild or grandparent provided that they are not more than 85 years old at the relevant time.

### Country of residence

*country of residence* means:

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

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

### Dependent children

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

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

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

### Excess

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

### Incidental private travel

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

### Injury

*injury* means loss of life or bodily injury resulting from an *accident* occurring during the *journey*. *Injury* does not include *sickness* arising out of an *accident*.

### Insured

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

**Insured person**

*insured person* means any person shown in the *schedule* as an Insured Person and/or as nominated by the *insured* and agreed to by us for eligibility under this *policy* from time to time with respect to whom premium has been paid or agreed to be paid.

**Journey**

*journey* means the Journey described in the *schedule*, and includes:

- (a) all private and/or leisure travel for Company Directors, Chief Executive Officers, Chief Financial Officers, Company Secretaries and General Managers of the *insured* and their *accompanying spouse or partner* and *dependent children*; and
- (b) any *incidental private travel* undertaken by an *insured person*.

**Medical practitioner**

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

**Period of insurance**

*period of insurance* means the dates over which *your* insurance cover under this *policy* is valid, as specified in the *schedule*.

**Policy**

*policy* means the contract of insurance between Zurich and the *insured* and contains all the details of the cover that we provide. The policy consists of the documents described under "Our contract with you" on page 2.

**Professional sport**

*professional sport* means any sport in which an *insured person* receives financial reward, sponsorship or gain as a result of their participation.

**Schedule**

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

**Sickness**

*sickness* means any illness, disease or syndrome suffered by the *insured person* whilst on a *journey*, but does not include a terminal condition suffered by the *insured person* which was diagnosed prior to the commencement of the *journey*.

**Spouse or partner**

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

**Sum insured**

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

**War**

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

**You / Your**

*you/your* means the *insured*.

# Section 1 – Zurich Assist

## Cover

### 1. Zurich Assist – Emergency Assistance Services

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

Zurich Assist is an emergency assistance service that can be accessed by an *insured person* any time without additional charge to the *insured person*, any where in the world by calling +61 2 9995 2800 (by reverse charge if required).

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

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

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

### 2. Medical evacuation expenses

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

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

provided in each case it is recommended by a *medical practitioner*, and is considered necessary by, and organised through Zurich Assist.

## Conditions

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

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any expenses:

1. incurred directly or indirectly from a *journey*:
  - (a) undertaken against the advice of a *medical practitioner*;
  - (b) undertaken when the *insured person* is unfit to travel;
  - (c) where the purpose of the *journey* is for the *insured person* to seek medical attention; or
  - (d) taken after a *medical practitioner* informs an *insured person* that they are terminally ill;
2. incurred directly or indirectly from routine medical, optical or dental treatment or consultation;
3. for professional services rendered in Australia where benefits are payable in accordance with the Private Health Insurance Act 2007;
4. recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance);
5. incurred directly or indirectly as a result of any medication for treatment of a condition the *insured person* had prior to the commencement of a *journey*, notwithstanding that the *insured person* was advised to continue such medication during the *journey*;
6. incurred directly or indirectly from the taking of any poisonous substance or whilst under the influence of legally intoxicating liquor and/or drugs (unless taken or administered on medical advice); or
7. incurred as a result of any subsequent condition manifesting more than 24 months after the date the *insured person* suffers an *injury* or *sickness*.

# Section 2 – Overseas Medical Expenses

## Cover

If an *insured person* suffers an *injury* or *sickness* whilst on a *journey*:

1. we will pay for *medical and additional expenses*, for a period of up to 24 months from the date of *injury* or *sickness*, up to the amount shown on the *schedule* against Overseas Medical Expenses; or
2. and as a direct result of that *injury* or *sickness*, the *insured person* is *confined to bed*, we will pay the *insured person* the daily amount shown on the *schedule* against Continuous Bed Confinement, up to the maximum number of continuous days shown on the *schedule* against Continuous Bed Confinement.

## Definitions

The following definitions shall apply to these words:

### Medical and additional expenses

*medical and additional expenses* means:

1. all reasonable medical costs necessarily incurred outside of the *insured person's country of residence* (and outside of Australia) for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a *medical practitioner*; and
2. expenses incurred outside of Australia to repair, replace or adjust dentures up to maximum of \$2,500, provided those expenses are as a direct result of the *insured person's injury* or *sickness*.

*Medical and additional expenses* do not include expenses:

- (a) for or arising from elective or cosmetic treatment; or
- (b) for or arising from routine medical checkups.

### Confined to bed

*Confined to bed* means that a *medical practitioner* states in writing that the *insured person* is confined to bed and he or she requires the full-time care of a registered nurse for more than two consecutive days.

## Conditions

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

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any expenses:

1. incurred directly or indirectly from a *journey*:
  - (a) undertaken against the advice of a *medical practitioner*;
  - (b) undertaken when the *insured person* is unfit to travel;
  - (c) where the purpose of the *journey* is for the *insured person* to seek medical attention; or
  - (d) taken after a *medical practitioner* informs an *insured person* that they are terminally ill;
2. incurred directly or indirectly from routine medical, optical or dental treatment or consultation;
3. for professional services rendered in Australia where benefits are payable in accordance with the Private Health Insurance Act 2007;
4. recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance);
5. incurred directly or indirectly as a result of any medication for treatment of a condition the *insured person* had prior to the commencement of a *journey*, notwithstanding that the *insured person* was advised to continue such medication during the *journey*;
6. incurred directly or indirectly from the taking of any poisonous substance or whilst under the influence of legally intoxicating liquor and/or drugs (unless taken or administered on medical advice); or
7. incurred 24 months or more after the date the *insured person* suffers an *injury* or *sickness*.

# Section 3 – Personal Accident and Sickness

## Cover

### 1. Personal Accident

When Parts A, B, D, F and/or G of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event that an *insured person* suffers *injury* as a direct result of an *accident* and where the *injury* occurs:

- (a) on a *journey*; or
- (b) within 12 months of the *accident*; and
- (c) only as a direct result of the *accident* (and not as a consequence of any other cause).

### 2. Sickness

When Parts C and/or E of Personal Accident and Sickness are specified in the *schedule*, we will pay the corresponding amounts shown in the Table of Benefits below, in the event an *insured person* suffers *sickness*, where the *sickness* occurs on a *journey*.

## Limit of Liability

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

## Table of Benefits

### Part A – Accidental Death and Capital Benefits

Cover under this section applies only if Part A is specified in the *schedule*.

For items 1 to 19: the benefit payable is an amount calculated by applying the benefit percentage to the Capital Benefit Sum Insured shown in the *schedule*.

Injury Type	Benefit Percentage
1. <i>Accidental Death</i> .....	100%
2. <i>Permanent Total Disablement</i> .....	100%
3. <i>Permanent</i> paraplegia, quadriplegia or incurable paralysis of all limbs.....	100%
4. <i>Permanent</i> and total loss of sight in one or both eyes.....	100%
5. <i>Permanent</i> and total loss of use of one or both <i>limbs</i> .....	100%
6. <i>Permanent</i> and incurable insanity .....	100%
7. <i>Permanent</i> total loss of hearing:	
(a) in both ears .....	100%
(b) in one ear .....	30%

- 8. *Permanent* and total loss of the lens of:
  - (a) both eyes..... 80%
  - (b) one eye..... 60%
- 9. *Permanent* and total loss of use of four fingers and the thumb of either hand..... 75%
- 10. *Permanent* disfigurement from third degree burns to:
  - (a) 20% of the surface area of the head and neck..... 60%
  - (b) 40% of the surface area of the remainder of the body..... 40%
- 11. *Permanent* and total loss of use of four fingers of either hand ..... 50%
- 12. *Permanent* and total loss of use of one thumb (both joints)..... 30%
- 13. *Permanent* and total loss of use of one thumb (one joint)..... 15%
- 14. *Permanent* and total loss of use of one finger:
  - (a) all three joints..... 15%
  - (b) two joints ..... 10%
  - (c) one joint..... 5%
- 15. *Permanent* and total loss of use of all toes of either foot ..... 15%
- 16. *Permanent* and total loss of use of toes (per toe):
  - (a) both joints of the great toe ..... 5%
  - (b) one joint of the great toe ..... 3%
  - (c) all joints of any toe other than the great toe ...1%
- 17. Fractured leg or patella with established non-union..... 10%
- 18. Shortening of the leg by at least 5cm..... 7.5%
- 19. *Permanent* disablement not otherwise provided for above through Injury Types 2–18 inclusive  
Such percentage of the *capital benefit* sum insured which corresponds to the percentage reduction in whole bodily function as certified by no less than three *medical practitioners*, one of whom will be the *insured person's* treating *medical practitioner* and the remaining two will be appointed by us. In the event of a disagreement payable will be the average of the three opinions. The maximum amount we will pay is 75% of the *capital benefit* sum insured.



### Part B – Weekly Injury

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

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

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part B – Weekly Injury, but not exceeding the *salary* of the *insured person*.

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

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

### Part C – Weekly Sickness

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

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

After the *excess period*, while the *insured person* suffers *temporary total disablement*, we will pay an amount up to the weekly benefit amount shown on the *schedule* against Part C – Weekly Sickness, but not exceeding the *salary* of the *insured person*.

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

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

### Part D – Injury Resulting in Surgery

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

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

we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part D – Injury Resulting in Surgery or \$20,000, whichever is the lesser:

- 24. Craniotomy ..... 100%
- 25. Amputation of a *limb* ..... 100%
- 26. Fracture of a *limb* requiring open reduction ..... 50%
- 27. Dislocation of a joint requiring open reduction ..... 25%
- 28. Any other surgical procedure carried out under a general anaesthetic ..... 5%

### Part E – Sickness Resulting in Surgery

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

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

we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part E – Sickness Resulting in Surgery or \$20,000, whichever is the lesser:

- 29. Open heart surgical procedure ..... 100%
- 30. Brain surgery ..... 100%
- 31. Abdominal surgery carried out under general anaesthetic ..... 50%
- 32. Any other surgical procedure carried out under a general anaesthetic ..... 5%

### Part F – Injury Resulting In Fractured Bones

If an *insured person* suffers an *injury* whilst on a *journey*, resulting directly in the fracture of bones which occur within 12 months of the date of the *injury*, we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser:

33. Neck, skull or spine ( <i>complete fracture</i> ).....	100%
34. Hip .....	75%
35. Jaw, pelvis, leg, ankle or knee ( <i>other fracture</i> ).....	50%
36. Cheekbone, shoulder or <i>hairline fracture</i> of skull or spine .....	30%
37. Arm, elbow, wrist or ribs ( <i>other fracture</i> ).....	25%
38. Jaw, pelvis, leg, ankle or knee ( <i>simple fracture</i> ) ....	20%
39. Nose or collar bone .....	20%
40. Arm, elbow, wrist or ribs ( <i>simple fracture</i> ).....	10%
41. Finger, Thumb, Foot, Hand or Toe.....	7.5%

In the case of an established non-union of any of the above fractures, we will pay an additional benefit of 5% of the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser.

The maximum benefit payable for any one *injury* resulting in fractured bones will be the amount shown on the *schedule* against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the lesser.

### Part G – Injury Resulting In Loss of Teeth Or Dental Procedures

If an *insured person* suffers an *injury* whilst on a *journey*, resulting in the loss of *teeth* or requiring dental procedures within 12 months of the date of the *injury* as described below, we will pay the corresponding benefit shown below as a percentage of the amount shown on the *schedule* against Part G – Injury Resulting in Loss of Teeth or Dental Procedures or \$1,000, whichever is the lesser.

42. Loss of <i>teeth</i> or full capping of teeth, per <i>tooth</i> .	100%
43. Partial capping of <i>teeth</i> , per <i>tooth</i> .....	50%

The maximum benefit payable for any one *injury* resulting in loss of *teeth* or requiring dental procedures will be the amount shown on the *schedule* against Part G – Injury Resulting In Loss of Teeth or Dental Procedures or \$1,000, whichever is the lesser, limited to \$250 per *tooth*.

### Definitions

The following definitions shall apply to these words:

#### Accidental death

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

#### Capital benefit

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

#### Complete fracture

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

#### Excess period

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

#### Hairline fracture

*hairline fracture* means mere cracks in the bone.

#### Limb

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

#### Other fracture

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

#### Permanent

*permanent* means lasting for 12 consecutive months and at the expiry of that time being beyond hope of improvement.

#### Permanent total disablement

*permanent total disablement* means *temporary total disablement* that has lasted for 12 consecutive months and at the expiry of that time is certified by a medical practitioner as:

- being beyond hope of improvement; and
- entirely preventing the *insured person* forever from engaging in any occupation, business, profession or employment for which the *insured person* is reasonably qualified by education, training or experience.

### Salary

*salary* means:

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

and in each case, derived during the six calendar months (or over such shorter period as they have been employed or self-employed) immediately preceding the *injury* or *sickness* giving rise to a claim under this *policy*.

### Simple fracture

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

### Temporary partial disablement

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

### Temporary total disablement

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

### Tooth or Teeth

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

### Usual occupation

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

### Extension of Cover

#### 1. Exposure

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

- (a) from any of the Injury Types in the Table of Benefits listed above; or
- (b) *temporary total disablement* or *temporary partial disablement* as a direct result of that exposure,

the *insured person's injury* will be deemed to have occurred on the date of the *accident*.

#### 2. Disappearance

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

If the Accidental Death benefit under the Table of Benefits is payable because of a disappearance, we will only pay if the legal representatives of the *insured person's* estate give us a signed undertaking that these amounts will be repaid to us, if it is later found that the *insured person* did not die or did not die as a result of an *injury*.

#### 3. Escalation of claim benefit

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

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

#### 4. Rehabilitation expenses

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

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

#### 5. Guaranteed payment

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

### Conditions

1. The amount of any benefit payable for *temporary total disablement* will be reduced by the amount of any periodic compensation benefits payable under any Workers' Compensation or Accident Compensation Scheme and the amount of any sick pay received or disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under this *policy* shall not exceed the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*.
2. If as a result of *injury* or *sickness*, benefits become payable for *temporary total disablement* or *temporary partial disablement* and while this *policy* is in force, the *insured person* suffers a recurrence of *temporary total disablement* or *temporary partial disablement* from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the *insured person* has worked on a full-time basis for at least six consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new *injury* or *sickness* and a new *excess period* will be applied.
3. All benefits for *temporary total disablement* and *temporary partial disablement*, with the exception of cover provided under 5. 'Guaranteed Payment' above, will be payable monthly in arrears.

4. Benefits for *temporary total disablement* and *temporary partial disablement* for a period of less than one week will be paid for at the rate of one-fifth of the *weekly benefit* for each day during which disablement continues.
5. All benefits under this cover section will be payable to *you* or such person or persons and in such proportions as *you* nominate to us.
6. If as a result of *injury*, the *insured person* is entitled to *temporary total disablement* or *temporary partial disablement* benefits and subsequently becomes entitled to a benefit under Injury Types 2 or 3 under the Table of Benefits, all benefits payable for *temporary total disablement* and *temporary partial disablement* will cease from the date of such entitlement.
7. The benefit payable in respect of an *insured person* under 18 years of age, or 90 years and above, for Injury Type 1 (Accidental Death) under the Table of Benefits will be \$25,000 unless otherwise agreed in writing by us.
8. The benefit payable with respect of an *insured person* under the age of 18 years of age, for Injury Types 2-19 under the Table of Benefits will be \$250,000 unless otherwise agreed in writing by us.
9. In the event that the Capital Benefit Sum Insured as shown on the *schedule* is linked to the *insured person's salary*, and the *insured person* is not in receipt of a *salary* or wage, the benefit payable will be limited to 50% of the maximum Capital Benefit Sum Insured as shown on the *schedule* against their respective category of *insured person*.

### Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 benefits will not be payable:

1. to the same *insured person* for more than one of Injury Types 1 to 19 in the Benefits Table, in respect of the same *injury*;
2. unless otherwise stated in the *schedule*, for *temporary total disablement* and/or *temporary partial disablement* in excess of a total aggregate period of 156 weeks in respect of any one *injury* and/or *sickness*;
3. for *temporary total disablement* and/or *temporary partial disablement* during the *excess period* stated in the *schedule*, calculated from the commencement date of the *injury* or *sickness*;

4. for *temporary total disablement* and/or *temporary partial disablement* in an amount which exceeds the percentage of *salary* stated in the *schedule* and/or the actual *salary* of the *insured person*;
5. unless the *insured person*, as soon as possible after the *injury* or first becoming aware of any *sickness* that is likely to give rise to a claim under this *policy*, obtains and follows proper medical advice from a *medical practitioner*;
6. for more than one occurrence of *temporary total disablement* and/or *temporary partial disablement* that occur at the same period of time;
7. for more than one of the surgical benefits described in Part D – Injury Resulting in Surgery in respect of any one *injury*;
8. for more than one of the surgical benefits described in Part E – Sickness Resulting in Surgery in respect of any one *sickness*;
9. for *permanent total disablement*, *temporary total disablement* or *temporary partial disablement* with respect of an *insured person* over the age of 80 years;
10. for Injury Types 2-19 in the Table of Benefits with respect of an *insured person* over the age of 90 years;
11. for any infection or complication from Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC); or
12. for *temporary total disablement* or *temporary partial disablement* with respect to any *sickness* which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising there from.

# Section 4 – Travel Disruption

## Cover

### 1. Loss of deposits

If, during the *period of insurance*, you or an *insured person* incurs loss of travel and accommodation expenses before the commencement of a *journey*, we will reimburse you or the *insured person*, the non-refundable unused portion of travel or accommodation arrangements paid for in advance of a proposed *journey* by you or the *insured person* following necessary cancellation, alteration or incompleteness of the *insured person's journey* due to:

- (a) the *insured person's* unexpected death, *injury* or *sickness*;
- (b) the unexpected death or *serious injury* or *serious sickness* of an *insured person's close family member*; or
- (c) any other unforeseen circumstances 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*.

## Conditions

- (a) Any loss of travel and accommodation expenses covered above that were purchased through the use of frequent flyer or similar reward points will be reimbursed at the retail price of the relevant travel and accommodation expense at the time it was purchased by you or the *insured person*.
- (b) Benefits under "Loss of deposit" cover in this section are limited to a maximum of \$5,000 with respect to an *insured person* aged 90 years or more.

## Cover

### 2. Cancellation and curtailment

If an *insured person*, whilst on a *journey*:

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

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

- (c) the *insured person's* unexpected death, *injury* or *sickness*;
- (d) the unexpected death or *serious injury* or *serious sickness* of an *insured person's close family member*, business partner or *accompanying travelling companion*; or

- (e) any other unforeseen circumstances 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*,

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

## Conditions

- (a) Any loss of travel and accommodation expenses covered above that were purchased through the use of frequent flyer or similar reward points will be reimbursed at the retail price of the relevant travel and accommodation expense at the time it was purchased by you or the *insured person*.
- (b) Benefits under "Cancellation and curtailment" cover in this section are limited to a maximum of \$5,000 with respect to an *insured person* aged 90 years or more.

## Cover

### 3. Alternative employee/Resumption of assignment

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

## Conditions

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

## Exclusions

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

## Cover

### 4. Missed transport connection

If, whilst on a *journey*, an *insured person* misses a transport connection due to any unforeseen circumstances outside their or *your* control, and is unable to arrive at an officially scheduled meeting or conference which cannot be delayed, we will pay the reasonable extra travel expenses incurred (net of any recoveries that *you* or the *insured person* may be entitled to receive) for use of alternative public transport to enable the *insured person* to arrive at their destination at the scheduled time.

## Cover

### 5. Hijack and detention

If an *insured person*, whilst on a *journey*, is:

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

we will pay the *insured person*:

- (c) the daily amount shown on the *schedule* against Hijack and Detention for every day of continued *detention*, up to the maximum amount and period shown on the *schedule* against Hijack and Detention; and
- (d) any of their own personal legal costs incurred as a result of being *detained*, up to the amount shown on the *schedule* for legal costs against Hijack and Detention.

## Definitions

The following definitions shall apply to these words.

### Alternate employee expenses

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

### Conveyance

*conveyance* means:

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

### Detention/detained

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

### Hijack

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

### Resumption of assignment expenses

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

### Serious injury or Serious sickness

*serious injury or serious sickness* means, when applied to the *insured person*, one which requires treatment by a *medical practitioner* and which results in the *insured person* being certified by that *medical practitioner* as being dangerous to life and unfit to travel or continue with their original *journey*.

When *serious injury or serious sickness* is applied to the *insured person's close family member*, it will mean *injury or sickness* certified as being dangerous to life by a *medical practitioner* and which results in the *insured person's* discontinuation or cancellation of their original *journey*.

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for:

1. any costs incurred when an *insured person* is travelling or intending to travel against the advice of a *medical practitioner* or for the purpose of obtaining medical treatment or medical advice;
2. any costs recoverable by *you* and/or the *insured person* from any other source (with the exception of other insurance); or
3. costs arising directly or indirectly out of:
  - (a) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the *journey* was booked that such events were likely to occur;
  - (b) carrier caused delays or cancellations where the expenses are recoverable from the carrier;
  - (c) any business or financial or contractual obligations of *you*, the *insured person* or any other person;
  - (d) disinclination or change in plans on the part of the *insured person* or of any other person to travel;
  - (e) the inability of any tour operator or wholesaler to complete arrangements for any *journey* or tour due to a deficiency in the required number of persons to commence any *journey* or tour;
  - (f) the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal; or
  - (g) civil unrest in circumstances where the civil unrest was in existence or there had been published warning that such events were likely to occur prior to the *insured person* booking their *journey*.



# Section 5 – Baggage

## Cover

If, whilst on a *journey*, an:

1. *insured person* sustains loss of, theft of or damage to *baggage, electronic equipment, money or travel documents*, we will indemnify *you* or the *insured person* in respect of such loss or damage up to the corresponding amount shown on the *schedule* for Baggage, Electronic Equipment, Money or Travel Documents against Section 5 – Baggage; or
2. *insured person's baggage* is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight consecutive hours, we will reimburse any reasonable expenses incurred by an *insured person* in purchasing essential replacement clothing and toiletries up to the corresponding amount shown on the *schedule* for Deprivation of Baggage against Section 5 – Baggage or \$3,000, whichever is the lesser.

## Definitions

The following definitions shall apply to these words.

### Baggage

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

### Business property

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

### Electronic equipment

*electronic equipment* means electronic items such as personal and/or business computers, palm pilots, mobile phones, PDA's, Blackberry's, GPS devices, personal music devices, digital cameras and other items deemed by us to be electronic, for which the *insured person* is legally responsible and taken on or acquired during the *journey*.

### Money

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

## Travel documents

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

## Conditions

1. The *insured person* must take all reasonable precautions for the safety and supervision of all *baggage, electronic equipment, money or travel documents*.
2. The *insured person* must report any missing *baggage, electronic equipment, money or travel documents* to either the police or the transport carrier within 72 hours of the loss or damage being discovered so that a written report is available at the time of making any claim.
3. In respect of coins or bank notes held for the purpose of a *journey*, cover will commence at the time of collection from a financial institution or 72 hours prior to commencement of the *journey*, whichever is the later and will continue for 72 hours after termination of the *journey* or until deposit at a financial institution, whichever occurs first.
4. In the event that a payment is made under this section in respect of any property, we will be entitled to take and keep possession of such property for which a claim has been paid and to deal with it in any manner we see fit.
5. The maximum amount we will indemnify *you* or the *insured person* in respect of loss arising from the unauthorised or fraudulent use of *money or travel documents* is \$3,000.
6. The maximum amount we will pay for any one item, set or pair of items is 50% of the amount shown on the *schedule* against Section 5 – Baggage, unless otherwise stated on the *schedule*.
7. Where the *electronic equipment* is a mobile phone, we will only pay the cost of the replacement phone and not any contractual obligations that may exist.
8. An excess of \$250 will apply for each claim for the loss of, theft of or damage to *electronic equipment*, unless otherwise specified on the *schedule* against *electronic equipment*. This excess will not apply to personal music devices.

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any loss, damage or expenses:

1. in respect of *baggage, electronic equipment, money or travel documents*:
  - (a) due to confiscation by customs or any other lawful authority where the *insured person's* use and/or possession of such item/s is unlawful; or
  - (b) recoverable from any other source (with the exception of other insurance);
2. in respect of *baggage and electronic equipment*:
  - (a) shipped under any freight agreement or sent by postal or courier services;
  - (b) to vehicles or their accessories (except keys);
  - (c) to any goods intended for trade or sale;
  - (d) to any electronic data or software caused by:
    - (i) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions;
    - (ii) gradual deterioration; or
    - (iii) mechanical or electrical failure;
  - (e) due to any process of cleaning, restoring, repairing or alteration; or
  - (f) due to scratching or breaking of fragile or brittle articles, if as a result of negligence of the *insured person*.
3. in respect of *electronic equipment*:
  - (a) where theft or attempted theft occurs whilst such *electronic equipment* is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless *you* and/or the *insured person* has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation); or
  - (b) where loss or damage occurs whilst carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the *insured person* as personal cabin baggage.
4. in respect of *money and travel documents*:
  - (a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
  - (b) in respect of cheques, bank notes, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage; or
  - (c) in respect of loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the *journey*.

This exclusion will not apply in circumstances where the *insured person* is prohibited from carrying the *electronic equipment* as personal cabin luggage by the carrier. Provided that where the *insured person* is so prohibited, the *electronic equipment* must be locked securely within the *insured person's* checked *baggage*.

# Section 6 – Political Unrest and Natural Disaster Evacuation

## Cover

If, whilst on a *journey*:

1. an *insured person* is recommended to leave the country in which they are travelling by officials in that country due to political unrest in that country;
2. the Australian Government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the *insured person*, should leave that country due to political unrest in that country;
3. the *insured person* is expelled from or declared 'persona non grata' in that country;
4. there is wholesale seizure, confiscation or expropriation of the *insured person's* property, plant or equipment in that country; or
5. a major *natural disaster* has occurred in the country the *insured person* is in, necessitating his or her immediate evacuation in order to avoid risk of *injury* or *sickness* to himself or herself,

we will pay the cost of the *insured person's*:

- (a) return to their *country of residence* or the nearest place of safety using the most reasonably available method of transport which has been pre-approved by Zurich Assist; or
- (b) reasonable accommodation costs for up to 14 days if the *insured person* is unable to return to their *country of residence*.

## Limit of Liability

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

## Condition

If an *insured person* is required to leave the country they are travelling in, Zurich Assist must be contacted beforehand to confirm cover. Where possible Zurich Assist will make the travel arrangements and in all cases, we will decide where to send the *insured person*.

## Definition

### Natural disaster

*natural disaster* means any event or force of nature that has catastrophic consequences such as avalanche, earthquake, flood, bush fire, cyclone, hurricane, tornado, tsunami and volcanic eruption.

### Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not pay any claim arising directly or indirectly from:

1. an *insured person* violating the laws or regulations of the country they are travelling in.
2. any failure on the part of the *insured person* to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a license;
5. an *insured person* being a national of the country which they are to be evacuated from;
6. the political unrest or *natural disaster* that resulted in an *insured person's* evacuation being in existence prior to the *insured person* entering the country;
7. the political unrest or its occurrence being foreseeable to a reasonable person before the *insured person* entered the country; or
8. political unrest in circumstances where there had been published warning prior to the *insured person* entering the country that such events were likely to occur.

# Section 7 – Vehicle Excess Waiver

## Cover

### 1. Rental vehicle excess waiver

We will reimburse *you* or the *insured person* for any excess or deductible, up to the amount shown on the *schedule* against Section 7 – Vehicle Excess Waiver, that either *you* or the *insured person* are legally liable to pay in respect of loss of or damage to a *rental vehicle* during a *journey*, where the *insured person* has:

- (a) rented the *rental vehicle* from a licensed rental agency;
- (b) taken out comprehensive motor insurance against loss of or damage to the *rental vehicle* as part of the rental agreement; and
- (c) complied with all requirements of the rental agency under the hiring agreement, and of the *rental vehicle* insurer.

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

### 2. Personal vehicle excess waiver

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

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

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

- (a) the prescribed excess paid under the *insured person's* comprehensive motor vehicle policy of insurance relative to the loss or damage to the *insured person's* personal motor vehicle and which is not legally recoverable from any other source;
- (b) the actual costs paid for any repairs to the vehicle should they be less than the prescribed excess applicable under the *insured person's* comprehensive motor vehicle policy of insurance relative to the damage to the *insured person's* personal motor vehicle and which is not legally recoverable from any other source;

- (c) any substantial cumulative loss of any no claim allowance not otherwise recoverable occurring as a result of the loss or damage to the *insured person's* personal motor vehicle; or
- (d) the cost of hiring a similar motor vehicle up to \$500 per week, in the event that the *insured person* has lost total use of their personal motor vehicle.

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

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

## Definition

### Rental vehicle

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

## Conditions

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

1. receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the *insured person's* personal motor vehicle; and
2. a letter from the *insured person's* motor vehicle insurer stating the amount of the excess paid and the dollar amount of any no claim bonus forfeited (stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required including a copy of the last insurance renewal notice applicable to the *insured person*).

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any claims arising from:

1. any use of the *rental vehicle* or the *insured person's* personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
2. the *insured person* being in charge of a *rental vehicle* or their personal motor vehicle whilst under the influence of legally intoxicating alcohol and/or drugs (unless taken or administered on medical advice) in excess of that permitted by law at the time and place of the incident;
3. the illegal or criminal use of a *rental vehicle* or the *insured person's* personal motor vehicle by *you* or an *insured person*;
4. the use of the *rental vehicle* or an *insured person's* personal motor vehicle on any roadway that is inaccessible to two-wheel-drive vehicles;
5. the use of the *rental vehicle* or an *insured person's* personal motor vehicle by an *insured person* without holding a valid local or recognised international licence for the country the motor vehicle is being operated in; or
6. any vehicle that is not comprehensively insured.

# Section 8 – Personal Liability

## Cover

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

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

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

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

## Conditions

1. No admission, offer, promise, payment or indemnity will be made without our written consent.
2. We will be entitled to take over and conduct in the *insured person's* name the defence or settlement of any claim and we will have full discretion in the handling of any proceedings.
3. We may at any time pay to the *insured person*, in connection with any claim or series of claims arising from the one original cause, the amount shown on the *schedule* against Section 8 – Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, we will be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable in respect of:

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with *you*;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of *you*, an *insured person* or any of *your* employees;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an *insured person* is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an employee or agent of *you* or an *insured person*;
4. injury, loss or damage to property caused by or arising from:
  - (a) the nature of products sold by *you* or an *insured person*;
  - (b) advice furnished by *you* or by an *insured person*; or
  - (c) the conduct of *your* business, trade or profession;
5. any liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any sexually transmitted or transmissible disease, or infection or virus of any sort emanating from a sexually transmitted or transmissible disease.

# Section 9 – Kidnap and Ransom

## Cover

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

We will also pay *you* for:

1. loss due to destruction, disappearance, seizure or usurpation of *extortion/ransom monies* while being delivered to a person demanding those monies by anyone who is authorised by *you* or an *insured person* to have custody thereof, provided however, that the *kidnap* or *extortion* which gave rise to the delivery is insured hereunder;
2. the amount paid by *you* for *other expenses* resulting directly from a *kidnap* or *extortion* occurring during the *period of insurance*;
3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the *kidnap*, negotiating the release of the *insured person*, paying any ransom or recovery of the *insured person* provided that we have given our prior written consent to the use of such consultants;
4. reasonable costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants, and/or costs associated with the release of information through the media, to help protect and/or positively promote *your* business and corporate image, up to a maximum of \$10,000 for any one *kidnap*. Costs must be incurred within 15 days of, and be directly in connection with such *kidnap*; and
5. the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an *insured person* or their relative) to an *insured person* who was the victim of a *kidnap*, where the treatment is provided outside Australia and certified as necessary by a *medical practitioner* for the wellbeing of the *insured person*. The maximum amount we will pay is up to \$500 per visit, up to a maximum of \$5,000 per *insured person*.

## Limit of Liability

Our total liability for all claims arising under this cover section, which arise out of any one event or series of related events, will not exceed the amount specified in the *schedule*.

## Definitions

The following definitions shall apply to these words.

### Extortion

*extortion* means to intimidate by a threat or series of threats to kidnap or cause bodily injury.

### Extortion / ransom monies

*extortion/ransom monies* means a consideration paid for the return of a *kidnap* victim or consideration paid to terminate or end an *extortion*, to a person believed to be responsible for the *kidnap* or *extortion* (as the case may be) and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

### Kidnap

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

### Other Expenses

*other expenses* means any of the following:

1. reasonable payment made by *you* to a person providing information which leads to the arrest of the individuals responsible for a *kidnap* or *extortion* insured hereunder;
2. reasonable and customary loan costs incurred by *you* from a financial institution providing money to be used for payment of *extortion/ransom monies*;
3. reasonable and customary travel and accommodation costs incurred by *you* or an *insured person* as a result of a *kidnap* or *extortion*;
4. *salary* paid by *you* to an *insured person* or on behalf of an *insured person* who is the victim of a *kidnap* or *extortion* for up to:
  - (a) 60 days after the release of the *insured person* from a *kidnap*;
  - (b) discovery of the death of the *insured person*;
  - (c) 180 days after *you* receive the last credible evidence that the *insured person* is still alive; or
  - (d) 60 months from the date of the *kidnap*, if the victim has not been released.

5. payments made by *you* for a temporary replacement employee hired to perform the duties of a *kidnap* victim for the duration of a *kidnap* and upon release, for a further 30 day period but does not include payments made more than 60 months from the date of the *kidnap*;
6. personal financial loss suffered by the *insured person*;
7. travel costs of a *kidnap* victim to join their family upon their release and the travel costs of an employee to replace the *kidnap* victim. Travel costs will be at economy fare and we will only pay one fare per *insured person* and replacement person per *kidnap*;
8. reasonable and customary fees and expenses of a qualified interpreter assisting *you* or an *insured person* in the event of a *kidnap* or *extortion*; and
9. any other reasonable and customary expenses incurred by *you* with our prior approval in resolving a *kidnap* or *extortion* insured hereunder.

### Conditions

1. *You* and each and every *insured person* will make a reasonable effort not to disclose the existence of this insurance.
2. The maximum aggregate amount payable under this section is limited to the amount shown on the *schedule* against Section 9 – Kidnap and Ransom.
3. A joint *kidnap* of more than one *insured person* will be considered a single *kidnap*.

### Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are *extortion/ransom monies* being stored or transported for the purpose of paying an *extortion* or *kidnap* demand;
2. any loss from the *kidnap* or *extortion* of an *insured person* permanently residing or staying for more than 180 consecutive days in the country where the *kidnap* or *extortion* occurs; or
3. any fraudulent or dishonest act committed by *you*, an *insured person* or any person *you* authorise to have custody of *extortion/ransom monies*.



# Section 10 – Extra Territorial Workers' Compensation

## Cover

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

## Extra Territorial Workers' Compensation – Limit of Liability

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

## Conditions

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

## Exclusion

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any expenses under this cover section with respect to any claim for exemplary, punitive or aggravated damages.

# Additional Benefits

## 1. Court attendance benefit

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

## 2. Independent financial advice

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

Such advice will be provided by an independent financial advisor who is not a relative of the *insured person* and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum amount we will pay is \$5,000.

## 3. Spouse or partner accidental death benefit

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

## 4. Dependent child assistance

### • Education fund supplement

If, whilst on a *journey*, an *insured person* suffers an *accidental death* and is survived by *dependent children*, we will pay to the *insured person's* estate \$5,000 for each surviving *dependent child* subject to a maximum benefit amount of \$15,000 with respect to any one family.

### • Orphaned benefit

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

## 5. Partner retraining benefit

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

- (a) for the purpose of obtaining gainful employment;
- (b) to improve their employment prospects; or
- (c) to enable them to improve the quality of care they can provide to the *insured person*,

provided that:

- (i) the *spouse or partner* is aged under 65 years at the commencement of such training;
- (ii) the training is provided by a recognised institution with qualified skills to provide such training; and
- (iii) all such expenses are incurred within 24 months from the date the *insured person* suffered the *injury* for which the claim depends.

## 6. Corporate image protection

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

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

we will reimburse *you* for reasonable costs (other than *your* own internal costs) incurred for the engagement of image and/or public relations consultants; and/or costs associated with the release of information through the media.

Costs must be incurred within 15 days of, and directly in connection with, such *injury*, to protect and/or positively promote *your* business and corporate image.

The maximum amount we will pay is \$15,000 with respect to any one event and is subject to *you* giving us a signed undertaking that any amount paid to *you* will be repaid to us, if it is later found that a valid claim did not or will not eventuate.

#### 7. Home and/or motor vehicle modification benefit

If, whilst on a *journey*, an *insured person* suffers an *injury* which results in a *capital benefit* of 100% being payable (other than for *accidental death*), we will also pay up to \$10,000 for costs necessarily incurred to modify the *insured person's* home and/or motor vehicle, or costs associated with relocating the *insured person* to a suitable home provided that the modifications and/or relocation are certified to be necessary by a *medical practitioner*.

#### 8. Unexpired membership benefit

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

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

and in either case, is certified by a *medical practitioner* as preventing the *insured person* from continuing participation in any sport for which they have paid a membership, association or registration fee, we will pay the *insured person* a pro-rata refund of such fees paid for the current season up to an aggregate amount of \$500.

#### 9. Keys and locks

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

#### 10. Home burglary benefit

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

#### 11. Identity theft protection

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

- (a) to pursue closure of any disputed areas, accounts or credit facilities;
- (b) for re-submitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of *identity theft*;
- (c) for notarising affidavits or other similar documents, amending or rectifying records in regard to the *insured person's* true name or identity as the result of *identity theft*;
- (d) to defend any suit brought against the *insured person* by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of *identity theft*; or
- (e) to remove any civil judgment wrongfully entered against the *insured person* as a result of *identity theft*.

#### 12. Funeral

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

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

## Definitions

The following definitions shall apply to the words.

### Identity theft

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

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

### Documents

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

1. passport;
2. driver's licence;
3. credit, debit and bank cards;
4. share certificates;
5. birth certificate;
6. bank and/or building society account details;
7. insurance documents;
8. utilities account details; or
9. membership numbers of professional bodies.

## Exclusions

In addition to the General Exclusions Applying to All Sections on page 35 we will not be liable for any loss, damage or expenses in respect to *identity theft* for:

1. any item which has been purchased by fraudulent use of the *insured person's* identity;
2. any loss arising from any business pursuits or the theft of a commercial identity;
3. any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the *insured person's* identity, where civil or criminal action is, or has been, taken against the *insured person*;
4. authorised charges that the *insured person* has disputed based on the quality of goods or services;
5. theft of the *insured person's* identity by a family member who lives with the *insured person* at the *insured person's* home address in their *country of residence*;
6. authorised account transactions or trades that the *insured person* has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
7. any incident of *identity theft* that does not occur within 12 months from the date the *insured person's documents* were stolen whilst on a *journey*;
8. any incident of *identity theft* for which the *insured person* has not lodged a report with the police and/or cannot provide a copy of the police report;
9. any costs or expenses in connection with any claim not agreed in advance by us; or
10. any claim which exceeds \$15,000.

# General Exclusions Applicable to All Sections

We will not pay any benefits where death, *injury*, *sickness*, disability or liability arises from or is caused directly or indirectly from:

1. and *insured persons* suicide, attempted suicide, or deliberately self-inflicted *injury* or *sickness*;
2. any deliberate, illegal or criminal acts committed by or on behalf of the *insured person*, or any other person acting with their consent or at their direction;
3. being in an aircraft or aerial device, unless as a passenger;
4. training for or participation in a *professional sport*;
5. radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste;
6. *war*, *civil war*, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Afghanistan, Chechnya, Iraq, North Korea or Somalia.

# Claims Procedures

## 1. In the event of a claim

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

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

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

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

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

*You* must give us all the help and information we need to pursue these claims.

## 2. Reporting period

*You* must provide us with written notice of any occurrence likely to give rise to a claim within 30 days or soon as reasonably practicable after the date of the occurrence.

## 3. After your claim is accepted

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

## 4. Payments in respect of Goods and Services Tax

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

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

## 5. Progress payments

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

# General Terms and Conditions Applicable to Sections

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

## 1. Precautions

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

## 2. Medical examination or post mortem

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

## 3. Automatic extension of cover

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

## 4. Cancellation

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

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

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

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

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

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

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

## 5. Fraudulent claims

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

## 6. Other insurance and contribution

When *you* make a claim on *your policy* *you* must also supply us with written details of all other insurance policies that may also pay or partially pay that claim.

## 7. Alteration of risk

*You* must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, *injury*, *sickness* or liability.

## 8. Notifications

All notices and communications to us must be made or confirmed in writing by *you* and sent to our office where *your policy* was issued. Other forms of communication will not be acted upon by us until confirmed in writing by *you*.

## 9. Proper law and jurisdiction

(a) The construction, interpretation and meaning of the provisions of this *policy* will be determined in accordance with Australian law.

(b) In the event of any dispute arising under this *policy*, including but not limited to its construction and/or validity and/or performance and/or interpretation, *you* will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

## 10. War and civil war

*You* must tell us within seven days of an outbreak of *war* or *civil war* in any of the following countries: Iraq, Afghanistan, North Korea, Somalia or Chechnya, whether *you* have *insured persons* located within or travelling to the war effected area. We will then decide based on the situation at the time whether:

- (a) to continue to provide coverage under the *policy*;
- (b) reduce the level of benefits provided to the *insured person*; or
- (c) to charge an additional premium.

Unless otherwise agreed in writing by us, all cover under the *policy* will cease after the seventh day of any outbreak of *war* or *civil war* within any of the countries declared above.

### 11. Subrogation

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

### 12. Currency

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

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

### 13. Renewal

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

### 14. Renewal Rewardz

If you renew your *policy* with us, and your *policy* has a *claims free status*, we will automatically apply the respective *base premium rate* discount, in accordance with the below **renewalRewardz Table**, to your *base premium rate* for that renewal year.

renewal <b>Rewardz</b> Table	
Renewal year	<i>Base premium rate discount</i>
1st	5.0%
2nd	7.5%
3rd	10.0%
4th	12.5%
5th	15.0%
Each renewal year thereafter (maximum to be carried forward)	20%

### Conditions

- (a) You are only entitled to the **renewalRewardz base premium rate** discount whilst your *policy* retains a *claims free status*.
- (b) In the event that a claim is made against your *policy* all eligibility to the **renewalRewardz base premium rate** discount is null and void.
- (c) The discount entitlement will only be applied to the current *base premium rate* applicable at the time of renewal.

### Definitions

#### Claims free status

*claims free status* means there has been no claims made against your *policy* for any *period of insurance* whilst your *policy* has been underwritten by us.

#### Base premium rate

*base premium rate* means the original base premium rate we determine and apply to the risks of this type and is not your expiring premium.



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