

# **Corporate Passport Travel Insurance**

Combined Product Disclosure Statement and Policy Wording



# How is your insurance arranged?

This insurance is issued/insured by:

AIG Australia Limited (AIG) ABN 93 004 727 753 AFSL 381686 Level 12 717 Bourke Street Docklands VIC 3008

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

AIG Australia prepared this Product Disclosure Statement.

# **Retail Clients**

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

A Retail Client means an individual or small business.

'Small business' means a business employing less than

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

Date prepared: 01 January 2017

PDS AP 12/00851.5

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



# Contents

PRODUCT DISCLOSURE STATEMENT	4
Key Benefits of <i>your</i> policy	4
Important Information	5
Age Limits	6
Emergency and Medical Assistance – Travel Guard <sup>™</sup>	6
Costs	6
Cooling Off Period	7
Code Of Practice	7
How to Make a Claim	7
Dispute Resolution	7
Privacy Notice	8
POLICY WORDING	10
Important Policy Matters	10
Your Duty Of Disclosure	10
Definitions	10
General Exclusions Applying To All Sections	12
Age Limits	12
General Conditions Applying To All Sections	12
THE BENEFITS	15
SECTION 1 – MEDICAL AND MEDICAL EVACUATION EXPENSES	15
SECTION 2 – TRAVEL GUARD <sup>™</sup>	17
SECTION 3 – LOSS OF DEPOSITS AND ADDITIONAL EXPENSES	18
SECTION 4 – LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS	21
SECTION 5 – PERSONAL INJURY and SURGICAL BENEFITS	23
SECTION 6 – ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES	32
SECTION 7 – POLITICAL RISK AND NATURAL DISASTER EVACUATION EXPENSES	
SECTION 8 – MISSED TRANSPORT CONNECTION	34
SECTION 9 – RENTAL VEHICLE EXCESS COVER	
SECTION 10 – KIDNAP AND RANSOM AND EXTORTION	35
SECTION 11 – PERSONAL LIABILITY	40
SECTION 12 – EXTRA TERRITORIAL WORKERS COMPENSATION	41
SECTION 13 – CORPORATE TRAVELLER'S FAMILY CARE	
SECTION 14 – IDENTITY GUARD	
SECTION 15 – SEARCH AND RESCUE EXPENSES	
SECTION 16 – AIG GLOBAL SECURITY	



# **Product Disclosure Statement**

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

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

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

The terms and conditions of your insurance are contained in the Policy Wording which commences on page 9 of this booklet.

# Key Benefits of your policy

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

#### **Medical and Medical Evacuation Expenses**

Provides cover for overseas Medical Expenses, Ongoing Medical Expenses in Australia (as defined) and emergency transportation and emergency evacuation expenses incurred whilst travelling.

Refer to Section 1A, 1B, and 1C of the Policy Wording for details of cover and conditions and exclusions that may apply.

#### Loss of Deposits and Additional Expenses

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

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

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

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

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

#### **Personal Injury and Surgical Benefits**

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

An optional income replacement benefit for sickness is also offered.

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

#### Alternative Employee or Resumption of Assignment Expenses

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

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

#### **Political Risk and Natural Disaster Evacuation Expenses**

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

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

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5

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### **Missed Transport Connection**

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

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

### **Rental Vehicle Excess Cover**

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

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

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

### Kidnap and Ransom and Extortion

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

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

### **Personal Liability**

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

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

#### **Extra Territorial Workers Compensation**

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

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

#### **Corporate Travellers Family Care**

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

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

#### **Identity Guard**

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

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

# **Important Information**

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

- 1. The insurance **Policy Wording** contains an **Important Policy Matters** section on **Page 9**, **Definitions** section on **Page 9**, and **General Exclusions** on **Page 11** and **General Conditions** on **Page 11** that apply to all sections of this document.
- 2. Specific conditions and exclusions may also apply under each Section of the Policy Wording.
- 3. Limits and sublimits and aggregate limits of liability apply to certain benefits under this Policy. These are contained within the Policy Wording that commences on Page 9 of this booklet.



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

- 4. This document also contains important information about the rights and obligations of *insured persons* including: Code of practice - refer to page 7
  - refer to page 8 **Privacy Notice**
  - Duty of disclosure
    - refer to page 9

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

# **Age Limits**

This Policy does not cover any event which happens to an *insured person* unless he or she at the date of such event is under 101years of age (or is under 80 years of age in respect of Section 5 - Personal Injury Event 2. Permanent Total Disablement, Event 21. Temporary Total Disablement and Event 22. Temporary Partial Disablement). If you are outside of these ages we will consider cover on an individual application basis.

# Emergency and Medical Assistance – Travel Guard <sup>™</sup>

The overseas assistance service in this Section is provided by Travel Guard <sup>™</sup> in conjunction with *your* Policy.

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

In the event of an emergency overseas, simply call (reverse charge where available) Travel Guard TM any time from any place in the world: MALAYSIA 60 (3) 2772 5641 (The number underlined is the country code and the number in brackets is the area code.)

# Costs

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

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

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

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



#### **Deductible or Excess**

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

# **Elimination Period**

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

# **Cooling Off Period**

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

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

# **Code of Practice**

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

# How to Make a Claim

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

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

# **Dispute Resolution**

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

If you have a complaint:

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

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

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

Contact details are:

Financial Ombudsman ServicePhone:1300 78 08 08 (local call fee applies)Email:info@fos.org.auInternet:<u>http://www.fos.org.au</u>GPO Box 3, Melbourne, VIC 3001



# **The Financial Claims Scheme**

The protection provided under the Federal Government's Financial Claims Scheme (the Scheme) applies to the Policy. In the unlikely event that the Insurer is unable to meet its obligations under the Policy, persons entitled to make a claim under the insurance cover under the Policy may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <a href="https://www.fcs.gov.au">https://www.fcs.gov.au</a>.

# **Privacy Notice**

This notice sets out how AIG collects, uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about *our* Privacy Policy is available at www.aig.com.au or by contacting *us* at australia.privacy.manager@aig.com or on 1300 030 886.

#### How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
  - other insurers;
  - people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
  - third parties who may be arranging insurance cover for a group that you are a part of;
  - providers of marketing lists and industry databases; and
  - publically available sources.

#### Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer *your* insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

*You* have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling *your* insurance cover or reducing the level of cover, or declining claims.

#### To whom we disclose your personal information

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

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
  - banks and financial institutions for policy payments;
  - · assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
  - other entities to enable them to offer their products or services to you; and
  - government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which **you** have a claim and such other countries as may be notified in **our** Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

#### Access to your personal information

*Our* Privacy Policy contains information about how *you* may access and seek correction of personal information *we* hold about *you*. In summary, *you* may gain access to *your* personal information by submitting a written request to AIG. In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to *your* personal information. Circumstances

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to *your* personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

#### Complaints

*Our* Privacy Policy also contains information about how *you* may complain about a breach of the applicable privacy principles and how *we* will deal with such a complaint.

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



### Consent

Your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.



# **Policy Wording**

# **Important Policy Matters**

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

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

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

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

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

# Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed..

# **Definitions**

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

#### Country of Residence means:

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

Dependent Children- means an insured person's unmarried children (including step or legally adopted children) who are:

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

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

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



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

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

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

**Insured Person(s)** means any person(s) who come within the description of the *insured persons* appearing in the Policy Schedule, who are nominated by *you* from time to time for insurance under this Policy and with respect to whom premium has been paid or agreed to be paid.

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

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

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

*Relative* means the *spouse*, parent, parent-in-law, grandparent, step-parent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancée, fiancé, half-brother, half-sister, aunt, uncle, niece or nephew of the *insured person*.

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

It does not mean:

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

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

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

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

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

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

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

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

Words in the singular include the plural and vice versa.



# **General Exclusions Applying To All Sections**

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

- War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power in Australia or an *insured person's country of residence*, or any of the following countries: Iraq, Afghanistan, North Korea, Somalia or Chechnya
- 2. Air travel except as a passenger in a properly licensed aircraft
- 3. Intentional self-inflicted injury or suicide of an *insured person*.
- 4. Sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or Human Immunodeficiency Virus (H.I.V.) infection.
- 5. Training for or participating in *professional sports* of any kind.
- 6. Any criminal or intentional illegal act of you or the insured person(s).
- 7. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own *financial default* or the *financial default* of any person, company or organisation with whom or with which they deal.

In addition to the above General Exclusions

8. The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

# **Age Limits**

This Policy does not cover any event which happens to an *insured person* unless he or she at the date of such event is under 101 years of age (or is under 80 years of age in respect of Section 5 - Personal Injury Event 2. Permanent Total Disablement, Event 21. Temporary Total Disablement and Event 22. Temporary Partial Disablement).

# **General Conditions Applying To All Sections**

### 1. Notice of Claim

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

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

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

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

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

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

#### 3. Compliance

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

#### 4. Subrogation

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



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

### 5. Cancellation

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

#### 6. Currency

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

#### 7. Aggregate Limits of Liability

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

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

(Applicable to Section 10)

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

(Applicable to Section 11)

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

#### 8. Australian Law

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

#### 9. Automatic Extensions

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

# 10. Please note we suggest you check that it is safe to travel to your destination. Information on safe travel is available at <a href="http://www.smartraveller.gov.au">www.smartraveller.gov.au</a>

#### 11. Renewal

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

#### 12. Fraudulent Claims

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

#### 13. Claim Offset

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

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



#### 14. Tax or Imposts

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



# **THE BENEFITS**

# **SECTION 1 – MEDICAL AND MEDICAL EVACUATION EXPENSES**

# SECTION 1A - OVERSEAS MEDICAL EXPENSES

### **Description Of Cover**

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

### **Definitions - Section 1A**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 1A are listed below and are shown in **bold** *italic* font.

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

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

# SECTION 1B - ONGOING MEDICAL EXPENSES

#### **Description Of Cover**

If an insured person during a policy period incurs ongoing medical expenses in their country of residence for an:

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

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

If an *insured person's country of residence* is any country other than Australia or New Zealand, *ongoing medical expenses* are limited to a maximum of \$50,000.

#### **Definitions - Section 1B**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 1B are listed below and are shown in **bold** *italic* font.

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

Please note that as set out in General Condition 13 we will not pay any expenses recoverable by you or the *insured person* from any other source. This includes Medicare, or similar body established by law in your country of residence or any private health insurance. An *insured person* is required to submit their claim to Medicare, or similar body established by law in your country of residence, or their private health insurer in the first instance.



# SECTION 1C - OVERSEAS MEDICAL EVACUATION EXPENSES

#### **Description Of Cover**

#### 1. Emergency Transportation Services

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

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

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

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

#### Conditions

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

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

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

#### 3. Accompanying Family Member

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

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

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

#### We will not pay for:

- 1. Any expenses recoverable by you or the insured person from any other source.
- 2. *Medical expenses* incurred within an *insured person's of country of residence* except in accordance with Section 1B (*Ongoing Medical Expenses*).
- 3. Any expenses **we** are prohibited by law from paying (including those outlined under the Australian National Health Act 1953 and the Australian Health Insurance Act 1973 or similar law in any jurisdiction, amendments thereto and any other similar subsequent legislation which is enacted).
- 4. Expenses incurred when the *insured person* is *travelling* against medical advice or to seek medical attention or advice or with a terminal condition which was diagnosed prior to *travel* or when he or she is unfit to do so.
- 5. Expenses incurred for continuing treatment, including any medication commenced prior to the commencement date of the *travel*, which the *insured person* has been advised to continue whilst *travelling*.
- 6. Any expenses incurred more than 24 calendar months after the date of *injury*, or in the case of *sickness*, after the date on which the *medical expenses* were first incurred.



# SECTION 2 – TRAVEL GUARD <sup>™</sup>

# **Description Of Cover**

An *insured person* is entitled to the worldwide services of Travel Guard <sup>™</sup>.

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

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

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

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

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



# SECTION 3 – LOSS OF DEPOSITS AND ADDITIONAL EXPENSES

Please Note: All losses payable under this section are limited to the lesser of the sum insured or \$25,000 per *insured person* in relation to non-associated leisure travel.

### **Description Of Cover**

#### 1. Loss of Deposits

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

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

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

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

#### 2. Additional Cancellation / Curtailment / Interruption Expenses

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

- (a) the *insured person* suffering an *injury* or *sickness* during the *travel*; or
- (b) the *insured person* having to return to his or her *country of residence* or place of departure within his or her *country of residence* during the *travel* due to the unexpected death or *serious injury* or *serious sickness* of a *relative*, close business associate or travelling companion; or
- (c) any other unforeseen circumstances occurring during *travel* and outside the control of *you* or of the *insured person*, other than those circumstances described in (a) or (b) above or specifically described elsewhere in this Policy.
- Note: If the **insured person** needs to return home early for any reason Travel Guard <sup>TM</sup> must be contacted beforehand to confirm cover. Travel Guard <sup>TM</sup> will also help with the travel arrangements.

### 3. Frequent Flyer Points

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

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

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

For this Benefit to become payable:

- (a) the reason for cancellation must be an insured event under this Section of the Policy, and
- (b) the loss of such points cannot be recovered from any other source.

#### 4. Other Expenses

We will pay:



#### (a) In Hospital Cash Benefit

\$200 for each completed 24 hour period an *insured person* is hospitalised overseas as an in-patient due to *injury* or *sickness*, up to a maximum of 25 days (ie \$5,000).

#### (b) In Hospital Coma Benefit

\$300 for each completed 24 hour period an *insured person* is hospitalised overseas as an in-patient due to a *coma*, up to a maximum of 10 weeks.

Coma means the *insured person* being in a prolonged state of deep unconsciousness due to an *injury* or *sickness* 

Benefits are not payable under 4.(a) In Hospital Cash Benefit if a benefit is payable under 4.b In Hospital Coma Benefit for the same period.

#### (c) Legal Expenses

The reasonable legal costs actually and necessarily incurred as a result of the false arrest or wrongful detention of the *insured person* during *travel* by any internationally recognised foreign Government, up to a maximum of \$50,000.

#### (d) Hijack

\$2,000 for each 24 hour period that an *insured person* is illegally detained during *travel* as a result of the public transport on which he or she is travelling being hijacked, up to a maximum of 20 days (ie \$40,000).

#### (e) Overbooked Flight

If an *insured person* is denied boarding on a confirmed, scheduled flight due to overbooking and the carrier does not provide alternative transport that is scheduled to depart within eight (8) hours of the original scheduled departure time, *we* will pay up to \$2,500 for all reasonable additional travel, accommodation and meal expenses incurred as a result of the delay.

#### Conditions

- We will require confirmation from the airline as to why you were denied boarding your original scheduled flight and what alternative arrangements were made available to you.
- 2) We will deduct any compensation you receive from the carrier, or any other third party, from any claim lodged under this Section.
- 3) There is no cover if *you* are flying standby or on any other class of ticket that does not guarantee a seat, such as airline staff travel.

#### (f) Additional Domestic Travel Benefit

If an *insured person* is hospitalised for more than 24 hours in Australia beyond a 200 kilometre distance from their normal place of residence and work *we* will pay up to a maximum of \$2,000 for the cost of one (1) persons return airfare, with *your* consent, to travel to the *insured person*.

Costs are limited to economy class domestic airfare, unless none are available.

### Conditions applying to SECTION 3 – LOSS OF DEPOSITS AND ADDITIONAL EXPENSES

1. All losses payable under this section are limited to the lesser of the sum insured or \$25,000 per *insured person* in relation to non-associated leisure travel.

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

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

- Claims arising from Cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been media warning before the date the particular *travel* was booked that such events were likely to occur.
- 2. Claims arising from cancellation, delays or rescheduling where the expense has been recovered from the carrier.
- 3. Any business or employment commitment or financial or contractual obligation of **you**, the **insured person** or any other person on whom the **travel** depends.
- 4. Any change of plans, or disinclination on the part of the insured person or of any other person to travel.



- 5. The inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or *travel*. This exclusion does not apply in relation to pre paid transportation and accommodation arrangements purchased separately to get to and/or from an *insured person's* destination.
- 6. A terminal condition of the *insured person* diagnosed prior to the *insured person's* cover commencement date as described under the period of individual cover in the Policy Schedule, or the *insured person travelling* against medical advice or to seek medical attention or advice or when he or she is unfit do so.



# **SECTION 4 – LUGGAGE, PERSONAL EFFECTS, TRAVEL DOCUMENTS**

### **Description Of Cover**

### 1. Property

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

#### 2. Mislaid Luggage

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

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

#### 3. Travel Documents

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

#### 4. Credit Card Fraud

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

#### 5. Money

We will pay for accidental loss of the *insured person's* cash, bank or currency notes, cheques, postal or money orders or other negotiable instruments, that occurred during *travel*.

In respect of money secured for the purpose of *travel*, cover shall commence at the time of collection from the bank or 72 hours prior to the start of the *travel* whichever occurs last and shall continue for 72 hours after termination of the *travel* or until deposited at the bank, whichever occurs first. The maximum amount *we* will pay is specified in the Policy Schedule.

#### 6. Keys and Locks

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

#### **Sum Insured**

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

#### **Basis Of Settlement**

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

#### Conditions

- It is a condition of payment under this Section that all loss or damage attributable to theft, vandalism or loss or damage by carriers be reported to the local police or appropriate authority as soon as possible after the discovery of the loss, and a written acknowledgement of the report obtained.
- 2. Any loss of credit cards, traveller's cheques or travel documents must be reported as soon as possible to the issuing authority and the appropriate cancellation measures taken.
- 3. The *insured person* shall take all reasonable precautions for the safety and supervision of any insured luggage, personal effects, travel documents, money and credit cards.



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

We will not pay for:

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

#### **Definitions Section 4**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 4 are listed below and are shown in **bold** *italic* font.

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

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# **SECTION 5 – PERSONAL INJURY and SURGICAL BENEFITS**

# **SECTION 5A – CAPITAL BENEFITS**

# **Description Of Cover**

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

### Exposure

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

## Disappearance

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

## TABLE OF EVENTS

THE EVENTS

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

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

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5

THE COMPENSATION



17.	Loss of at least 50% of all sound and natural teeth, in or crowned teeth, but excluding first teeth and denture		Per tooth	1% (to \$10,000 in total for all teeth)
18.	Shortening of leg by at least 5cm			7%
19.	<i>Permanent</i> partial disablement not otherwise provided for under Events 9 to 18 inclusive	the percentage r less than three ( shall be the <b>insu</b> nominated by <b>us</b> percentage awa	eduction in whole bodily f 3) legally qualified medica <i>ured person's</i> treating do s. In the event of a disagre	red which corresponds to unction as certified by not al practitioners one of whom ctor and the other two (2) as eement between them the of the three (3) opinions. al sum insured

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

# ADDITIONAL BENEFITS

20.	Brok	Broken Bone Benefits – Injury resulting in:		
	(a)	neck or spine	\$5,000	
	(b)	hip, pelvis	\$3,750	
	(C)	skull, shoulder blade	\$2,500	
	(d)	collar bone, upper leg	\$2,500	
	(e)	upper arm, kneecap, forearm, elbow	\$1,250	
	(f)	lower leg, jaw, wrist, cheek, ankle, hand, foot	\$1,000	
	(g)	ribs (per rib)	\$500	
	(h)	finger, thumb, toe (per finger, thumb, toe)	\$350	
	Max	imum Compensation any one accident	\$7,500	

## **Special Provisions – Additional Benefits Section 5A**

#### Death by Specified Sickness

#### **Description of Cover**

If an insured person suffers a specified sickness whilst travelling and dies as a direct result thereof and further provided that;

- a) the death occurs within four (4) weeks of the *travel* commencing;
- b) the *insured person* is under 65 years of age at the commencement of the *travel*; and
- c) the *specified sickness* occurs independently of any pre-existing medical condition,

#### We will pay:

a) the Sum of \$50,000 per *insured person*.

Definitions applicable to Death by Specified Sickness

Specified Sickness means Myocardial Infarction, Stroke, Chronic Obstructive Pulmonary Disorder or Cancer

#### **Corporate Image Protection**

#### **Description Of Cover**

If an *insured person* suffers an *injury* and in *our* opinion this is likely to result in a valid claim under the policy with respect to Section 5A – Capital Benefits - Event 1.Death

#### We will pay:

(a) The reasonable costs you incur, other than your internal costs, for the engagement of external image or public relations consultants to protect against or counter any reputational damage your business may suffer as a result of the insured persons accidental death.

## Conditions

1. Costs must be incurred within fifteen (15) days of the *insured persons* accidental death and they must be directly related to protecting *your* business image.



- 2. The maximum amount *we* will pay is \$10,000 with respect to any one (1) Event or set of related circumstances, regardless of the number of *insured persons* involved.
- 3. Cover 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.

#### Independent Financial Advice

### **Description Of Cover**

If an *insured person* sustains an *injury* which results in a valid claim under Section 5A – Capital Benefits - Events 1 – 9, and if agreed by *you*,

#### We will pay:

(a) For *you* or the *insured person* to receive professional financial, taxation and/or investment advice in respect of the benefit paid under Events 1-9, as applicable.

#### Conditions

- 1. The advice must be provided by a licensed independent financial advisor who is not *your* employee or a *relative* of the *insured person*.
- 2. The maximum amount we will pay is \$5,000.

#### Trauma Counselling

#### **Description Of Cover**

If an *insured person* suffers psychological trauma as a result of being a victim of, or an eye witness to, a violent criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism,

#### We will pay:

(a) Up to \$250 per visit, to a maximum of \$5,000 in total, for the cost of trauma counselling provided by a registered psychologist or psychiatrist.

#### Conditions

- 1. The registered psychologist or psychiatrist must not be an *insured person* or their *relative*.
- 2. The treatment must be certified as necessary by a qualified medical practitioner for the well being of the *insured person*.
- 3. Costs must be incurred within six (6) months of the event giving rise to a claim.
- 4. The maximum amount *we* will pay is \$10,000 with respect to any one (1) Event or set of related circumstances, regardless of the number of *insured persons* involved.

### Accidental H.I.V. Infection Benefit

If an insured person accidentally contracts the Human Immunodeficiency Virus (H.I.V.) infection as a direct result of:

- (a) an Injury caused by a physical and violent bodily assault by another person on the *insured person* while he or she is covered under this Policy; or
- (b) the administering of medical treatment provided by a registered and legally qualified medical practitioner or registered nurse of an *insured person's* covered *injury* or *sickness* while he or she is insured under this Policy.

#### We will pay:

(a) the Sum of \$50,000 per *insured person*.

#### Conditions

(i) Compensation will only be payable if the *insured person* is positively diagnosed within 180 days of the event giving rise to the H.I.V. infection.

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



- (ii) Compensation shall not be payable unless any event leading to or likely to lead to a positive diagnosis of H.I.V. is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty eight (48) hours from the time and date of the event giving rise to the H.I.V. infection.
- (iii) The medical tests (to be made by recognised laboratory and clinical tests) carried out in connection with this Benefit must prove conclusively that the Insured Person was *not* H.I.V. positive at the time and date of the event giving rise to the H.I.V. infection. No Compensation is payable if You or the *insured person* fail to comply with or to provide the required level of proof.

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

Subject to Special Provisions – Additional Benefits Section **5A** We will not pay for any claim which directly or indirectly arises from or is caused by:

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



# SECTION 5B - WEEKLY INJURY BENEFIT

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

### THE EVENTS

THE COMPENSATION

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

The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.

24.	Temporary Total Disablement, if you are a full-time	85% of the cost of <i>student tutoring expenses</i> up to the
	student at the time of the Event.	maximum amount specified in the Policy Schedule.

The Compensation shall be payable for no longer than the Aggregate Period specified in the Policy Schedule, and shall be subject to an Elimination Period as specified in the Policy Schedule.

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

### **Special Provision Section 5B**

### **Guaranteed Payment**

#### **Description Of Cover**

If an *insured person* suffers an *injury* for which benefits are payable under Section 5B – Weekly Injury Benefits - Event 21.and a qualified medical practitioner certifies, to *our* satisfaction, that the total period of the *Temporary Total Disablement* will be a minimum of twenty-six (26) consecutive weeks

#### We will pay:

(a) The first twelve (12) weeks benefits to the *insured person* in advance, following satisfactory proof of *income* as defined.

#### Conditions

- 1. Satisfactory medical evidence needs to be provided by a qualified medical practitioner, who is not a *relative* of the *insured person*, certifying that the total period of the *Temporary Total Disablement* will be a minimum of twenty-six (26) weeks.
- 2. We will require a signed undertaking that if the claim does not run for twenty-six con (26) consecutive weeks the *insured person* will refund the portion of the guaranteed payment that they were not entitled to receive.
- 3. All benefit entitlements after twelve (12) weeks will be paid four (4) weekly in arrears.

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

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

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

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



THE COMPENSATION

THE COMPENSATION

# SECTION 5C - SURGICAL BENEFITS for INJURY

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

#### THE EVENTS

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

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

#### Conditions

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

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

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

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

# SECTION 5D - SURGICAL BENEFITS for SICKNESS

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

#### THE EVENTS

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

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

### Conditions

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

# SPECIAL PROVISIONS – ADDITIONAL BENEFITS

1. Rehabilitation Expenses

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

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

2. Escalation Of Claim Benefit

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

3. Home or Motor Vehicle Renovation Benefit

If after payment of the Compensation under any of Section 5A Event 2 to 9 in the Table of Events, the *insured person* is required to renovate their existing residence (including but not limited to the installation of ramps for external or internal wheel chair access, internal guide rails, emergency alert system and similar disability aids) or modify their motor vehicle as necessary for the *insured person* to:



- i. carry out daily activities such as washing, cooking, bathing and dressing;
- ii. remain in and move around their existing residence; or
- iii. continue using their motor vehicle

We will pay 80% of the cost incurred for such renovations to a maximum of \$10,000.

This Benefit is only payable:

- (a) where such renovations and modifications are undertaken with Our prior written agreement and the agreement of the Insured Person's attending physician; and
- (b) in respect of one residence and one motor vehicle only.
- 4. Membership Fee Reimbursement Benefit

After payment of the Compensation under any of Section 5A Events 2 to 9 of the Table of Benefits, Section 5B Event 21 or Section 5E (where selected) Event 1; and where a doctor certifies that the injury prevents the insured person from continuing their participation in the sport or gym activity for which they have pre- 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 or year up to \$3,000 in total.

5. Chauffeur Benefit

After payment of the Compensation under Section 5B Events 21 or 22, or Section 5E Event 1 (where selected) where:

- (a) the insured person has returned to work in a limited capacity, and
- (b) are unable to commute to work via their normal mode of transport;

we will reimburse the costs for the hire of a suitable chauffeured vehicle or taxi to transport the insured person directly to and from their normal place of residence and normal place of work to complete their work duties.

The most we will pay is \$100 per day to a maximum of \$2,500.

Medical evidence must be presented to us from a doctor certifying that the insured person is unable to operate a motor vehicle or travel on other available modes of public transport.

6. Dental Cash Benefit

If an *insured person* suffers *injury* resulting in the loss of teeth or crowning of damaged teeth;

We will pay \$300 per tooth, up to a maximum of \$5,000 per injury

No cover is provided for milk or first teeth, dentures or fillings. No benefit is payable if a claim is payable under Section 5A Event 17 in relation to the same *injury*.

### **Definitions for Section 5**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 5 are listed below and are shown in **bold** *italic* font.

- Domestic help means the actual costs incurred for reasonable and necessary professional services carried out by persons other than members of the *insured person's* family or other relatives or persons permanently residing with the *insured person*, to help the *injured insured person* with household duties provided such services are certified by the *insured person's* legally qualified and registered medical practitioner as being necessary for the *insured person's* recovery.
- 2. *Elimination Period* means the period, commencing with the first day of *temporary total disablement* or partial disablement for which medical treatment was sought, during which no Compensation is payable.
- 3. Income means
  - (a) as regards to a salaried *insured person*, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (b) as regards to a T.E.C. (i.e. total employee cost) or salary package *insured person*, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances), before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
  - (c) as regards to a self-employed *insured person*, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;

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



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

#### 11. Temporary Total Disablement means

- (a) in respect of income earners that as a result of *injury* the *insured person* is wholly and continuously prevented from engaging in his or her usual occupation in his or her *country of residence*, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the *insured person* or a family member.
- (b) in respect of non income earners that as a result of *injury* the *insured person* is wholly and continuously prevented from engaging in all of his or her normal household duties in his or her *country of residence*, and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the *insured person* or a family member.
- (c) in respect of students that as a result of *injury* the *insured person* is wholly and continuously prevented from attending all of their normal studies at an educational institution in their *country of residence*. Provided such absence is certified by that *insured person's* legally qualified and registered medical practitioner, who is not the *insured person* or a member of the *insured person's* family, as being necessary for that *insured person's* recovery.
- 12. Total Loss means the permanent and total physical loss or loss of use of the body part referenced in the Table of Events. Where that body part is a limb, hand, foot, finger or toe, total loss means the total permanent physical loss or loss of use of, or for an eye entire and irrecoverable loss of sight in that eye or for an ear entire and irrecoverable loss of hearing in that ear or speech entire and irrecoverable loss of speech.

#### **Special Provisions**

- 1. The Compensation payable under Event 1 in Section 5A shall be payable to **you**, any other Compensation payable under the Policy shall be payable to an **insured person**.
- 2. (a) Compensation shall not be payable for more than one of the Events listed in Section 5A in respect of the same *injury*;
  - (b) Any Compensation payable for Events 2-19 listed in Section 5A shall be reduced by any Compensation already paid under Events 21, 22, 23 and 24 in Section 5B in respect of the same *injury*;
  - (c) Should an *insured person* sustain *injury* which results in any one of Events 2 to 8 described in Section 5A there shall be no further liability under the Policy for *injury* sustained by that *insured person* thereafter;

provided always that if an *insured person* become entitled to Compensation under any one of the Events listed in Section 5A (other than Event 1) an *insured person* may elect to receive Compensation either under that Event or under Events listed in Section 5B.

- 3. Compensation shall not be payable:
  - (a) Under Events described in Section 5B in excess of the Aggregate Period shown against such Events therein in respect of any one *injury*.
  - (b) Unless as soon as possible after the happening of any *injury* giving or likely to give rise to a claim, an *insured person* obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the *insured person* or a member of the *insured person*'s immediate family.



#### 4. Weekly Benefits Limitation

- (1) For each *insured person* the Compensation payable under Event 21 or 22 (Weekly Benefits) is limited to an *insured person's* weekly *income* up to the limit stated in the Policy Schedule. If an *insured person* is entitled to receive:
  - (a) weekly or periodical disability benefits under any other policy of insurance; and/or
  - (b) weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect, or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transcover or Transport Accident Act or other Statutory body having similar effect; and/or
  - (c) earned income from any other occupation;

then Compensation payable under Event 21 or 22 (Injury Weekly Benefits) will be reduced by the amount necessary to limit the total of all payments and/or Compensation to the *insured person's* weekly *income* up to the limit stated in the Policy Schedule,.

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

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

- 5. If as a result of *injury*, Compensation is payable under Section 5B hereunder and if, while the Policy is in force, an *insured person* suffers recurrence of *temporary total disablement* from the same or related cause or causes, the subsequent period of *temporary total disablement* will be deemed a continuation of the prior period unless between such periods the *insured person* has performed their usual domestic or occupational duties or studies on a full-time basis for at least six consecutive months, in which event such *temporary total disablement* shall be deemed the result of a new *injury* and subject to a new *elimination period*.
- 6. Dependant Children and Insured Persons Under 18 Years

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

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# SECTION 6 – ALTERNATIVE EMPLOYEE OR RESUMPTION OF ASSIGNMENT EXPENSES

### **Description Of Cover**

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

(Alternative Employee)

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

(Resumption of Assignment)

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

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

### **Definitions – Section 6**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 6 are listed below and are shown in **bold** *italic* font.

#### Expenses mean:

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

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

#### We will not pay for any expenses:

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

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# SECTION 7 – POLITICAL RISK AND NATURAL DISASTER EVACUATION EXPENSES

### **Description Of Cover**

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

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

#### We will pay:

- (a) up to the cost of a business class air fare to return the *insured person* to his or her *country of residence*; or
- (b) up to the cost of a business class air fare to return the *insured person* to the nearest place of safety; and
- (c) where the *insured person* is unable to return to their *country of residence*:
  - (i) the reasonable costs of accommodation actually incurred, up to a maximum of five hundred dollars (\$500) per day and;
  - (ii) the reasonable additional costs actually incurred, up to a maximum of one hundred and fifty dollars (\$150) per day,

for each *insured person* for a maximum period of 21 days. This benefit is not payable in the *insured person's country of residence*.

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

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

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

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

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

#### We will not pay:

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



# **SECTION 8 – MISSED TRANSPORT CONNECTION**

### **Description Of Cover**

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

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

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

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

### We will not pay for:

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

# **SECTION 9 – RENTAL VEHICLE EXCESS COVER**

#### **Description Of Cover**

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

#### **Definitions – Section 9**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 9 are listed below and are shown in **bold** *italic* font.

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

#### Conditions

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

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

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

#### We will not pay:

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



# **SECTION 10 – KIDNAP AND RANSOM AND EXTORTION**

### **Descriptions Of Cover**

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

#### **Insured Events**

Kidnapping or alleged kidnapping of an insured person; or

Personal extortion threats to an insured person

### Covered Losses

We will indemnify you for the following Covered Losses:

#### 1. Ransom Monies

Ransom monies paid by you or an insured person resulting directly from a kidnapping or extortion occurring during the policy period.

#### 2. In-Transit/Delivery

Loss due to destruction, disappearance, confiscation or wrongful appropriation of *ransom monies* while being delivered to person(s) demanding the *ransom monies* by anyone who is authorised by *you* or an *insured person* to have custody of them, provided, however, that the *kidnapping* or *extortion* which gave rise to the delivery is covered by this Section.

#### 3. Expenses

Any reasonable and necessary expenses incurred and paid by **you** or an **insured person** solely and directly as a result of an Insured Event covered under this Section, including but not limited to:

- (a) the amount paid by you or an insured person as reward to an informant for information relevant to any Insured Event;
- (b) interest costs for a loan from a financial institution made to you or an insured person for the purpose of paying ransom monies;
- (c) costs of travel and accommodations as follows:
  - costs incurred by you or an insured person while attempting to negotiate an incident covered under an Insured Event;
  - (ii) travel costs of a *victim* to join their immediate family upon their release, and the travel costs of an employee to replace the *victim*;
- (d) salary, which shall mean the following:
  - (i) the amount of remuneration previously paid by you at an annual rate including but not limited to average bonuses, commissions, cost of living adjustments or foreign tax reimbursements the insured person would normally receive, including contributions to pension and benefit programs (at the level in effect on the date of the kidnapping,) which you continue to pay to or on behalf of the insured person for the duration of the kidnapping. Salary will be paid until the earliest of the following:
    - (1) up to 30 days after the release of the *insured person*, if the *insured person* has not yet returned to work; or
    - (2) discovery of the death of the *insured person*; or
    - (3) 120 days after we receive the last credible evidence that the insured person is still alive; or
    - (4) 60 months after the date of the *kidnapping*; and
  - (ii) the amount of remuneration, paid by you at an annual rate, of an individual newly hired to conduct the specific duties of the *insured person* while he/she is absent due to a *kidnapping* for so long as the *insured person(s)* own salary under (i) above is covered.
- (e) personal financial loss suffered by an *insured person* solely and directly as the result of their physical inability to attend to personal financial matters while a *victim* of a *kidnapping* (or while involved with the handling or the negotiation of the same). Coverage will include but not be limited to loss which results from the *insured person(s)* failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or a mortgage. Claims will be payable to *you* where *you* have indemnified the *insured person* for these Losses;



- (f) rest and rehabilitation expenses, including travel, lodging, meals and recreation of the *victim* and the *victim's* spouse and/or any *dependent children*, up to a maximum of \$5,000 in aggregate;
- (g) fees and expenses of a qualified interpreter assisting you or the insured person following an Insured Event;

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

Judgments & Settlements and Defence costs (with **our** written consent) incurred as a result of any claim or suit brought by or on behalf of an **insured person** (or the heirs, estate, or legal representatives of an **insured person**) against **you** solely and directly as a result of a **kidnapping** or **extortion**, provided such suit or claim is made within 12 consecutive months of the release or death of the **insured person** or the last credible **extortion** threat made during the Policy Period, but in no Insured Event longer than 60 months after the commencement of the **kidnapping** or **extortion**. As additional conditions precedent to **our** liability, **you** will:

- (i) immediately notify *us* of the claim or suit;
- (ii) not admit liability; and
- (iii) co-operate with us in conducting the defence of the claim or suit.

We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence, and you and the *insured person* must co-operate with us in this regard.

#### 5. Consultants

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

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

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

INTERNATIONAL ACCESS CODE	COUNTRY CODE	AREA CODE	LOCAL NUMBER
FROM AUSTRALIA – 0011	1	713	260 5500

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

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

#### The Claims Manager

AIG Level 19, 2 Park Street Sydney, NSW, 2000, Australia Telephone: 1300 030 886

It is understood and agreed that:

- (a) the consultant will be appointed to perform crisis management services;
- (b) the consultants are retained to advise, inform and assist you in the event of a crisis incident, situation or occurrence which may give rise to an Insured Event and to enable you to manage and respond to the said crisis;
- (c) the consultant's role is limited to providing immediate assistance and guidance to you to enable you to manage and minimise the effects of a crisis incident, situation or occurrence which may give rise to an Insured Event;
- (d) the consultants have no authority on behalf of us to make any admissions which may prejudice our rights or to deal with matters concerning policy coverage or the application of any facts and circumstances of any crisis incident, situation or occurrence which has been notified and which may give rise to an Insured Event to the policy terms, conditions and exclusions;



- (e) the consultants shall give such information and assistance to us as we may reasonably require to enable us to investigate and determine our liability to indemnify under the Policy;
- (f) the provision and/or the use of these services is not, is not intended to be and shall not be regarded as an admission of or an acceptance by us of any liability to indemnify you under the Policy and is without prejudice to all of our rights under the terms, conditions and exclusions of the Policy;
- (g) notification to the dedicated crisis response contact number of an incident, situation or occurrence which may give rise to an Insured Event does not constitute a notification under the Policy. You must file a detailed, written and sworn statement of loss with us as soon as possible after the loss.
- (h) upon notification by us to you that liability to indemnify is not accepted, we will no longer have any liability under this Section and we will not pay any fees or expenses of the said consultant/s which are incurred after such notification is given.

## **Definitions – Section 10**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 10 are listed below and are shown in **bold** *italic* font.

- 1. Extortion means personal extortion as herein defined.
- 2. **Employee** means any person in **your** regular service whom **you** compensate by salary, wages and/or commissions and have the right to govern in the performance of such service.
- 3. Informant means any person, other than an insured person, providing information not otherwise obtainable, solely in return for a reward offered by you.
- 4. **Insured Person(s)** means the **insured** (if a natural or legal person, sole proprietorship, or partnership) listed in the Schedule, and any director, officer or **employee** of the **insured** who is listed in the Schedule.
- 5. *Kidnapping* means any event or connected series of events of seizing, detaining or carrying away by force or fraud, of one or more *insured person(s)* (except a minor by his or her parent) for the purpose of demanding *ransom monies*.
- 6. **Personal Extortion or Extortion** means any threat or connected series of threats communicated to **you** or to an **insured person** for the purpose of demanding **ransom monies**, to:
  - (a) kill, physically injure or kidnap an *insured person*; and/or
  - (b) divulge any confidential, private or secret information unique to the you in relation to your business;

Provided that ransom monies are not in the possession of the insured person at the time of the threat.

- 7. **Ransom Monies** means any monies which **you** or an **insured person** has paid (or lost in-transit/delivery) under circumstances described in the Description of Cover. The term 'Monies' includes cash, monetary instruments, bullion, or the fair market value of any securities, property or services.
- 8. Victim means an Insured Person who is the subject of an Insured Event.

# Territory

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

- (a) the insured person(s) country of residence;
- (b) Iraq;
- (c) Colombia;
- (d) Mexico;
- (e) Venezuela;
- (f) Pakistan;
- (g) Nigeria;
- (h) Myanmar;
- (i) Afghanistan;
- (j) Sudan;
- (k) Iran;

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



- (I) Niger;
- (m) Democratic Republic of Congo;
- (n) Chad;
- (o) Yemen.

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

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

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

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

- 1. As a condition precedent to **our** liability under the Insured Events, **we** must have approved the payment of the **ransom monies**.
- 2. Prior to the payment of *ransom monies*, *you* must make every reasonable effort to:
  - (a) determine that an Insured Event has actually occurred;
  - (b) give immediate oral and written notice to *us* with periodic and timely updates concurrent with activity occurring during the incident; and
  - (c) if it appears to be in *your* and the *insured person(s)* best interests, notify the national or other appropriate law enforcement agency having jurisdiction over the matter.

### 3. Confidentiality

You and the **insured person(s)** will use all reasonable efforts not to disclose the existence of this Section. This condition will also apply to any excess or other insurance.

#### 4. Limits Of Liability

For each Covered Loss the maximum limit and aggregate limit of **our** liability will not exceed the sum insured(s) stated in the Schedule of Compensation and Policy Schedule by reason of any one Insured Event, except where stated to the contrary. All Covered Losses will be deemed to have been incurred during the **policy period** in which the Insured Event occurred.

## 5. Due Diligence

You and the *insured person(s)* will use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss(es) insured under this Section.

## 6. Statement Of Loss

You will file a detailed, sworn statement of loss with us as soon as possible after the date of loss.

### 7. Non-Employee Directors

In the event that any one of the *insured person(s)* directors, who is not their employee, is an insured person under any other similar policy or policies issued by *us* (or by any other member or affiliated insurance company of AIG.) and a loss involving that director is reported under this Policy and under one or more such other policies, then *our* aggregate liability (including that of any of *our* other member company(ies)) for each loss will not be cumulative and will not exceed the highest Limits of Liability applicable to each loss under any one of the policies. Before the inception of this Policy, *you* shall inform *us* of all such policies, which will be noted in the Schedule of Other Insurance Policies forming part of this Policy.

### 8. Non-Assignment

This Section may not be assigned or transferred.



#### 9. Inspection and Audit

We may examine and audit your business documents, relating to the subject matter of this insurance, until 3 years after this Policy has expired or has been cancelled. Any premium due for exposures which exist but were not reported will be determined by our audit.

#### 10. Recoveries

In the event of any payment under this Section, all recoveries, net of *our* actual recovery cost, will be distributed firstly to *us* for all amounts paid by *us* under this Section and any remainder will be paid to *you*.

#### 11. Action Against Insurer

No suit, action or proceeding for recovery of any loss under this Section will be sustainable in any court of law, equity or other tribunal unless all the requirements of this Section are complied with and it is commenced within 12 consecutive months after **you** have filed a Statement of Loss with **us**.

### 12. Non disclosure or misrepresentation

In the event that **you** fail to comply with the duty of disclosure or makes any misrepresentation, whether such non-disclosure or misrepresentation is fraudulent or otherwise, or makes any false, fraudulent or exaggerated claim, **our** rights shall be as provided in the applicable provisions of the Insurance Contracts Act 1984 (Cth) and all such rights and entitlements will be rigorously proved.

#### 13. Changes

Notice to any of *our* representatives or knowledge possessed by any representative or by any person will not create a waiver or a change in any part of this Section or stop *us* from asserting any right under the terms of this Section, nor will the terms of this Section be waived or changed unless agreed to in writing by *us*.

### 14. Notices

Except as indicated to the contrary, all notices, applications, demands and requests provided for in this Section will be in writing and will be given to or made upon either party at its address shown in the Policy.

#### 15. Non accumulation of Liability

Regardless of the number of years this policy will continue in force, and of the number of premiums, which will be payable or paid or of any other circumstances whatsoever, **our** liability under this policy with respect to any loss(es) will not be cumulative from year to year or period to period. When there is more than one insured, the aggregate Limit of Liability for **our** loss(es) sustained by any or all of them will not exceed the amount for which **we** would be liable if all loss(es) were sustained by any one of them.

#### 16. Other Insurance

Before the inception of this policy, the *insured* shall inform *us* of all policies of insurance under which any *insured* may be entitled to claim and which may provide primary coverage of a similar nature to that provided by this Policy. All such policies will be noted in the Schedule of Other Insurance Policies forming part of this policy. The insurance provided under this policy will be excess over any other valid and collectable bond or insurance.

### 17 Consolidation – Merger

if, through either (1) consolidation or merger with (2) acquisition of the majority stock ownership of, or (3) acquisition of the assets of, some other entity, exposures are created which are covered by this policy and were not originally part of the *insured* based on the original description of the *insured* at the time of policy issue, the *insured* will give *us* written notice within thirty (30) days of such consolidation, merger or acquisition and upon acceptance by *us* of the additional exposure, will pay *us* an additional premium computed from the date of the consolidation, merger or acquisition to the end of the current premium period.



# **SECTION 11 – PERSONAL LIABILITY**

## **Description Of Cover**

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

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

# Conditions

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

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

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

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



# **SECTION 12 – EXTRA TERRITORIAL WORKERS COMPENSATION**

# **Description Of Cover**

This Section applies only:

- With respect to the *insured person(s)* who are employed by *you* and persons who are deemed by any applicable Workers' Compensation Legislation to be workers employed by *you*, who are employed or engaged within Australia in a managerial, clerical, administrative or sales capacity and whose employment or engagement is to be performed substantially within Australia;
- If you maintain in force during the currency of this Policy within Australia, Workers' Compensation Insurance as required by the law of any State or Territory which applies to the employment of employees by you or you are licensed under such laws as a selfinsurer; and
- 3. While an *insured person* is working on a temporary basis (but not exceeding in any event one hundred and eighty (180) days, unless otherwise agreed in writing by *us*), outside the State or Territory in which the *insured person's* usual place of employment or employment base is located.

We will indemnify you against:

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

# Limit Of Liability

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

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

# Conditions

- In the event of any occurrence giving rise to indemnity under this Section, we shall be entitled to exercise any right of recovery against any third party in your name and for our own benefit and you shall give us all such assistance as we may reasonably require.
- 2. You shall, if required by us, make available to us such information and documentation with respect to the claim brought by the insured person including medical reports, report of Injury forms, claims forms and any other documentation which comes into your possession, and you shall, if required by us, authorise us to have access to the files and information held by any Workers' Compensation Insurer with whom you have effected insurance.

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

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



# SECTION 13 - CORPORATE TRAVELLER'S FAMILY CARE

# SECTION 13A – SPOUSE ACCIDENTAL DEATH BENEFIT

## **Description Of Cover**

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

### **Definition Section 13A**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 13 A are listed below and are shown in **bold** *italic* font.

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

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

# SECTION 13B - EDUCATION FUND SUPPLEMENT

## **Description Of Cover**

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

In the event that an *insured person* and their accompanying *spouse* both die when *travelling* as the result of an *injury* sustained in the same event then the sum insured increases to \$30,000 for each *dependent child* ("the benefit").

If the *accompanying spouse* is an *insured person*, the benefit is paid per *insured person*.

## **Definition Section 13B**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 13 B are listed below and are shown in **bold** *italic* font.

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

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

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

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

# **SECTION 13C – SPOUSE RETRAINING BENEFIT**

### **Description Of Cover**

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



# **Definitions - Section 13C**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 13 C are listed below and are shown in **bold** *italic* font.

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

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

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

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

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

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



# **SECTION 14 – IDENTITY GUARD**

# SECTION 14A – LEGAL EXPENSES

# **Description Of Cover**

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

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

# **SECTION 14B – LOST WAGES**

## **Description Of Cover**

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

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

# SECTION 14C - OBLIGATION TO PAY

### **Description Of Cover**

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

# SECTION 14D - MISCELLANEOUS EXPENSES

# **Description Of Cover**

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

- a. The cost of re-filing applications for *credit accounts* or banking accounts that are rejected solely because the lender received incorrect information as a result of *identity guard*;
- b. The cost of obtaining legal copies of documents related to an *insured person's identity guard*, long distance telephone calls, and certified mail reasonably incurred as a result of an *insured Person's* efforts to report an *identity guard* or to correct their financial and credit records that have been altered as a result of their *identity guard*;
- c. The cost of contesting the accuracy or completeness of any information contained in an *insured person's* credit history as a result of their *identity guard*;
- d. The cost of a maximum of 4 (four) credit reports from an entity approved by *us*. The credit reports shall be requested when a claim is made.

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



### **Definitions – Section 14**

In addition to the definitions listed on pages 9-10, words with a special meaning in Section 14 are listed below and are shown in **bold** *italic* font.

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

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

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

### Income means

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

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

### Conditions

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

### **Limits On Liability**

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

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

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

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

Corporate Passport Travel AH 12/007.6 PDS AP 12/00851.5



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

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

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



# **SECTION 15 – SEARCH AND RESCUE EXPENSES**

# **Description Of Cover**

If an *insured person* is reported as missing and it becomes necessary for a recognised rescue provider or police authorities to launch a search and rescue operation where:

- 1. it is known or believed that the *insured person* may have sustained a serious *injury* or *sickness*; or
- 2. weather or safety conditions make it necessary to so launch a search in order to prevent the *insured person* from sustaining a serious *injury* or *sickness*.

#### We will pay:

(a) You up to \$20,000 per insured person, up to a maximum of \$100,000 per any one (1) policy period, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for and retrieving the insured person.

# Conditions

- 1. **Insured person** are required to comply, at all times, with local safety advice and adhere to recommendations in force during their *travel*.
- 2. An *insured person* must not knowingly endanger their own life or that of any other *insured person*. An *insured person* must not engage in any activity that requires a level of experience or skill that is beyond the ability of the *insured person*.
- 3. We must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
- 4. *We* will only pay for the portion of expenses that relate to an *insured person*.
- 5. Cover for costs incurred ceases at the time where the *insured person* is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable. There is no cover under this Section for *you* or any other person to continue the search and rescue operation after the rescue authorities have decided to cease the search.
- 6. In the event of a claim *we* will require a written statement from the applicable rescue authorities in order to assess the validity of the claim.

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# **SECTION 16 – AIG GLOBAL SECURITY**

# Description of Cover

*Insured persons* have access to security advice, direction and assistance 24 hours a day, 7 days a week through the worldwide security expertise of AIG Global Security.

If, due to covered unforeseeable circumstances, an *insured person's* safety is put at risk or conditions necessitate their evacuation from an area of imminent physical danger, AIG Global Security is there to provide advice and assistance to safeguard the *insured person*.

In the event of an emergency, simply call (reverse charge) Travel Guard any time from any place in the world: +60 (3) 2772 5687. In addition to dealing with an immediate security risk, insured persons will also have access to the following range of other security tools as part of this policy.

## **Travel Assistance and Security Website**

The travel security website offers up-to-the-minute security information on over 185 countries and more than 135 cities. Access to online, real time, security related information to assist *insured persons* and policyholders prepare for potentially risky situations based on their travel destination(s) including information on security risks, kidnap for ransom, political conditions, travel logistics and cultural pointers.

*Insured persons* and *policyholders* are provided with access to a website that is an all inclusive intelligence database containing a vast array of real-time information for countries and major cities around the world including:

- Digital maps with colour coded areas of risk
- Detailed and continuous coverage of breaking events
- Threat level ratings
- Country and city profiles
- Essential travel and cultural data
- Business information and demographics
- Local law enforcement capabilities
- Transportation concerns and safety
- Calendar of significant dates
- Local restrictions
- Aviation issues
- Medical and health information

# **Daily News – Email Reports**

Subscribe to receive email reports every weekday, covering political stability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. *Policyholders* are able to nominate *insured persons* to receive reports.

### **Immediate SMS and Email Security Alerts**

Free and immediate alerts sent to **you** via email and SMS providing updates for potentially life threatening events such as terrorism, civil or political unrest and other relevant security threats happening in or near **your** location.

# How do I access AIG Global Security?

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

To access the other security and travel services provided by AIG Global Security log onto the website <u>www.aig.com/TravelAssistanceAustralia</u>. Select the <u>Sign In</u> link and create a user-id before **you** depart by registering online with **your** policy number. Sign up to receive destination-specific alerts.

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