



# TRAVEL v2.2

Policy Wording

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## BUSINESS TRAVEL INSURANCE POLICY

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

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

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

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

## DEFINITIONS

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For the purpose of this Policy, the following definitions apply:

**WE / OUR / US** means the Insurer.

**YOU / YOUR** means the Insured named in the Placing Schedule.

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

**COUNTRY OF RESIDENCE** means

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

**EMPLOYEE** means any person in Your service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self employed person undertaking work on Your behalf if stated as being included as Insured Persons in the Placing Schedule.

**SPOUSE OR PARTNER** of a person means the person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

**DEPENDANT CHILDREN** of a person means the person's unmarried dependent children under nineteen (19) years of age, or under twenty five (25) years of age if they are full time students and primarily dependent on the person for maintenance and support. It also means the person's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self support, but only when on a Journey with the person.

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

**INJURY** means bodily injury resulting from an accident occurring while this Policy is in force, but does not include any condition which is also a Sickness except any illness or disease directly resulting from medical or surgical treatment rendered necessary by any Injury.

**SICKNESS** means any illness or disease.

**JOURNEY** means any travel which

1. is less than 6 months in duration or such other period specified in the Placing Schedule, and
2. involves overnight accommodation or travel outside a radius of 50 kilometres, or such other distance as noted in the Placing Schedule under Travel Radius, from either the normal place of residence or normal place of work of the Insured Person, always excluding daily commuting to and from the Insured Person's normal place of work, and
3. is commenced during the Period of Insurance, and
4. involves
  - a) business travel undertaken on Your behalf and any associated or incidental holiday travel, or
  - b) in respect of Your directors, chief financial officer, chief executive officer, chief operating officer, company secretary and their accompanying Relatives only – all private travel outside the Insured Person's Country of Residence, and

5. is authorised by You except for travel as described in 4.(b) above.

A Journey commences at the time the Insured Person leaves their normal place of residence or normal place of work, whichever is the place of departure for the Journey, and ends at the time the Insured Person returns to the Insured Person's normal residence or place of work, whichever occurs last.

In the Definition of Journey the term "involves business travel undertaken on Your behalf" is deemed to include travel undertaken by an Insured Person who is not engaged on your business during the travel but who is

- a) accompanying another Insured Person who is on a Journey which does involve business travel undertaken on Your behalf; or
- b) travelling separately from but with the intention to meet or continue travelling with another Insured Person who is on a Journey which does involve business travel undertaken on Your behalf.

**PLACING SCHEDULE** means the Placing Schedule attached to this Policy or any subsequently substituted Placing Schedule.

**PERIOD OF INSURANCE** is the period shown in the current Placing Schedule.

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

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

**EXCESS PERIOD** means that period specified in the Schedule of Benefits during which no Benefits are payable by Us in relation to Section 1 Part B or Part C (Weekly Benefits).

**SERIOUS INJURY OR SERIOUS SICKNESS** means a condition other than pregnancy

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

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

## GENERAL PROVISIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

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### 1. CHANGE OF BUSINESS ACTIVITIES

You must inform Us as soon as is reasonably practicable of any alteration in Your business activities which increases the risk of a claim being made under this Policy.

### 2. NOTICE OF CLAIM

You or any person entitled to claim under this Policy must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. You or any such person must at Your, his or her expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Insured Person, who is the subject of a claim under this Policy, medically examined from time to time.

### 3. SUBROGATION

In the event of any payment under this Policy, We shall be subrogated to all rights of You and the Insured Person to recovery against any person or entity other than another Insured or Insured Person protected by this Policy and You and the Insured Person execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person shall take action after any loss which will prejudice our rights to subrogation.

### 4. WAIVER SUBROGATION

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

### 5. CANCELLATION

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

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

### 6. OTHER INSURANCE

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

## 7. SEVERABILITY

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

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

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

## 8. AGGREGATE LIMIT OF LIABILITY

Applicable to Section 1 only:

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

## 9. PROPER LAW

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

## 10. HEADINGS

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

## GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

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

1. results from an Insured Person engaging in or taking part in
  - a) air travel except as a passenger in a properly licensed aircraft;
  - or
  - b) training for or participating in professional sport of any kind.
2. results from suicide or any intentional self-injury or attempt at same committed by an Insured Person.
3. is caused by or arises out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power in the Insured Person's Country of Residence, Iraq or Afghanistan.
4. results from any illegal or criminal act committed by You or an Insured Person.
5. is or results from infection with Human Immunodeficiency Virus (HIV) or any variant including Acquired Immune Deficiency Syndrome (aids) and aids related complex (ARC) unless as a result of an accident or a medical procedure.

### AGE LIMITS

This policy does not cover any insured person unless he or she at the date of the claim is under ninety (90) years of age.

## SECTION 1

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### PERSONAL ACCIDENT AND SICKNESS

#### EXTENT OF COVER

##### PERSONAL ACCIDENT

If, as a result of an Injury suffered by an Insured Person while on a Journey, the Insured Person suffers from any of the Events described in the Table of Events, We will pay the corresponding Benefits set out in the Table of Events, subject to the provisions of this Policy.

##### SICKNESS

If, as a result of a Sickness first manifested by an Insured Person while on a Journey, not including a terminal condition of the Insured Person diagnosed prior to the commencement date of the journey, the Insured Person suffers from Temporary Total Disablement and provided that disablement occurs within 12 months of the date of the occurrence of the Sickness, We will pay the corresponding Benefit set out in the Table of Events, subject to the provisions of this Policy.

#### DEFINITIONS

**PERMANENT** means having lasted twelve (12) consecutive months and, at the expiry of that period, being beyond hope of improvement.

**TOTAL DISABLEMENT** means the inability of an Insured Person to engage in his or her usual occupation or employment.

**TEMPORARY TOTAL DISABLEMENT** means the temporary inability of an Insured Person to engage in his or her usual occupation or business duties.

**TEMPORARY PARTIAL DISABLEMENT** means the temporary inability of an Insured Person to engage in a substantial part of his or her usual occupation or business duties.

**TOTAL LOSS** in connection with a limb or part of a limb means physical severance or permanent loss of the use of.

**EVENT** means a condition described in the Table of Events.

**EARNINGS** means the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the commencement of the Journey during which the disability occurred or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances.
- b) in the case of an Employee remunerated by TEC (i.e. Total Employment Cost or salary package, where the Employee has elected to salary sacrifice all or part of his or her salary), income includes all items salary sacrificed but does not include any bonuses, commissions, overtime payments or allowances payable in addition to the TEC.
- c) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

## TABLE OF EVENTS

### COVERED UNDER SECTION 1

#### PART A – LUMP SUM BENEFITS

Cover under this Part applies only if a Lump Sum Insured is shown in the Schedule of Benefits against Part A.

THE EVENTS	THE BENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING EVENTS, WHICH OCCUR WITHIN 12 MONTHS OF THE DATE OF THE INJURY:	BEING A PERCENTAGE OF THE LUMP SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS FOR EACH INSURED PERSON.
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Permanent total loss of sight of both eyes or both lenses	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 and incurable insanity	100%
9. Permanent total loss of hearing in:	
a) both ears	100%
b) one ear	25%
10. Permanent total loss of use of four fingers and thumb of either hand	80%
11. Permanent total loss of the lens of one eye	60%
12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13. Permanent total loss of use of four fingers of either hand	50%
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	15%
b) two joints	10%
c) one joint	5%
16. Permanent total loss of use of toes of either foot:	
a) all – one foot	15%
b) great – both joints	5%
c) great – one joint	3%
d) other than great, each toe	1%

17. Fractured leg or patella with established non union	10%
18. Shortening of leg by at least 5 cm	7.5%
19. Permanent Disability not otherwise provided for under Events 9 to 18 inclusive.	Such percentage of the Lump Sum Insured as We shall in Our absolute discretion determine being in Our opinion not inconsistent with the Benefits provided for under Events 9 to 18 inclusive.

#### PART A – INJURY RESULTING IN SURGERY – BENEFITS

Cover under this Part applies only if

- a) the surgery is undertaken outside of the Insured Person's Country of Residence and
- b) the Insured Person has a valid claim for Medical and Other Expenses with respect to the same procedure under Section 4 – Medical, Additional Expenses and Cancellation / Curtailment Expenses.

This benefit shall not apply where the law of the country in which the surgery is undertaken prohibits Us from making a payment.

THE EVENTS	THE BENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING SURGICAL PROCEDURES BEING CARRIED OUT WITHIN TWELVE (12) MONTHS OF THE DATE OF THE INJURY:	BEING A PERCENTAGE OF THE SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS FOR INJURY RESULTING IN SURGERY
20. Craniotomy	100%
21. Amputation of a limb	100%
22. Fracture of a limb requiring open reduction	25%
23. Dislocation requiring open reduction	12.5%
24. Any other surgical procedure carried out under a general anaesthetic	12.5%

## PART B – WEEKLY BENEFITS – INJURY

Cover under this Part applies only if a Sum Insured is shown for Weekly Benefits (Injury) in the Schedule of Benefits against Part B.

THE EVENTS	THE BENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING EVENTS WHICH OCCUR WITHIN TWELVE (12) MONTHS OF THE DATE OF THE INJURY:	THE BENEFITS SHOWN BELOW ARE A PERCENTAGE OF THE SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS.
25. Temporary Total Disablement	During such disablement, 100% of the Weekly Benefit stated in the Schedule of Benefits, but not exceeding 100% of the Earnings of the Insured Person.
26. Temporary Partial Disablement	a) If the Insured Person returns to work in a reduced capacity – the difference between the benefit payable for Event 25 and the Insured Person’s Earnings actually earned, or  b) if the Insured Person does not return to work – 30% of the amount payable for Event 25.

## PART C – WEEKLY BENEFITS – SICKNESS

Cover under this Part applies only if a Sum Insured is shown for Weekly Benefits (Sickness) in the Schedule of Benefits against Part C.

THE EVENTS	THE BENEFITS
SICKNESS RESULTING DIRECTLY IN THE FOLLOWING EVENT WHICH OCCUR WITHIN TWELVE (12) MONTHS OF THE DATE OF THE SICKNESS:	THE BENEFITS SHOWN BELOW ARE A PERCENTAGE OF THE SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS.
27. Temporary Total Disablement	During such disablement, 100% of the Weekly Benefit stated in the Schedule of Benefits, but not exceeding 100% of the Earnings of the Insured Person.
28. Temporary Partial Disablement	a) If the Insured Person returns to work in a reduced capacity – the difference between the benefit payable for Event 25 and the Insured Person’s Earnings actually earned, or  b) if the Insured Person does not return to work – 30% of the amount payable for Event 27.

## PART C – SICKNESS RESULTING IN SURGERY – BENEFITS

Cover under this Part applies only if

- (a) the surgery is undertaken outside of Country of Residence and
- b) the Insured Person has a valid claim for Medical and Other Expenses with respect to the same procedure under Section 4 – Medical, Additional Expenses and Cancellation / Curtailment Expenses.

This benefit shall not apply where the law of the country in which the surgery is undertaken prohibits us from making a payment.

THE EVENTS	THE BENEFITS
SICKNESS RESULTING DIRECTLY IN THE FOLLOWING SURGICAL PROCEDURES WHICH OCCUR WITHIN TWELVE (12) MONTHS OF THE DATE OF FIRST MANIFESTATION OF THE SICKNESS:	BEING A PERCENTAGE OF THE SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS FOR SICKNESS RESULTING IN SURGERY
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	25%
32. Any other surgical procedure carried out under a general anaesthetic	12.5%

## PART D – INJURY RESULTING IN BROKEN OR FRACTURED BONES – LUMP SUM BENEFITS

Cover under this Part applies only if a Lump Sum Insured is shown in the Schedule of Benefits against Part A or if a Sum Insured is shown for Weekly Benefits (Injury) in the Schedule of Benefits against Part B.

THE EVENTS	THE BENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING BROKEN OR FRACTURED BONES:	BEING A PERCENTAGE OF THE SUM INSURED SHOWN IN THE SCHEDULE OF BENEFITS FOR INJURY RESULTING IN BROKEN OR FRACTURED BONES
33. Neck or spine (full break)	100%
34. Hip, pelvis	50%
35. Skull, shoulderblade	20%
36. Collar bone, upper leg	20%
37. Upper arm, kneecap, forearm, elbow	15%
38. Lower leg, jaw, wrist, cheek, ankle, hand, foot	10%
39. Ribs (per rib)	4%
40. Finger (per finger), thumb (per thumb), toe (per toe)	3%

In the case of an established non-union of any of the above breaks or fractures, We will pay an additional Benefit of 5% of the Sum Insured shown against Part D.

## PART E – INJURY RESULTING IN LOSS OF TEETH OR DENTAL PROCEDURES – BENEFITS

Cover under this Part applies only if a Lump Sum Insured is shown in the Schedule of Benefits against Part A or if a Sum Insured is shown for Weekly Benefits (Injury) in the Schedule of Benefits against Part B.

THE EVENTS	THE BENEFITS
INJURY RESULTING DIRECTLY IN THE FOLLOWING LOSS OR PROCEDURES (AS THE CASE MAY BE):	SUM INSURED SHOWN BELOW.
42. Loss of teeth or full capping of teeth, per tooth	\$ 300 per tooth
43. Partial capping of teeth, per tooth	\$ 150 per tooth

The maximum Benefit payable under Part E with respect to any one Injury shall be \$10,000 any one Injury.

For the purpose of Part E, a tooth means a sound and natural permanent tooth, but does not include first or milk teeth.

## EXTENSIONS

### 1. EXPOSURE

If an Insured Person is exposed to the elements and he or she suffers from any of the Events set out in the Table of Events as a direct result of that exposure, he or she will be deemed for the purpose of this Policy to have suffered an Injury.

### 2. DISAPPEARANCE

If an Insured Person disappears following an accident involving the conveyance in which he or she was travelling and his or her body has not been found within twelve (12) months after the date of that disappearance, he or she will be deemed to have died as a result of an Injury at the time of the disappearance. If the Insured Person is subsequently found alive, the benefit paid under this Section in respect of his or her death shall be refunded to Us.

### 3. HIJACK / RIOT STRIKE OR CIVIL COMMOTION

For the purpose of Section 1, General Exclusion 3 shall not apply to an Injury or Sickness sustained as a result of hijacking, riot, strike or civil commotion.

### 4. ESCALATION OF CLAIM BENEFIT

After payment of a Benefit under Event 25 and/or 26 or Event 27 and/or 28 continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a Benefit is paid, the Benefit will be increased by 5% per annum compounded.

### 5. SPOUSE OR PARTNER ACCIDENTAL DEATH BENEFIT

If during the Period of Insurance and whilst an Insured Person is on a Journey, the Insured Person's Spouse or Partner (who is not accompanying the Insured Person) suffers an Injury which results in death within 12 months from the date of the Injury, We will pay the Insured Person a lump sum benefit of \$30,000.

### 6. EDUCATION FUND SUPPLEMENT

If during the Period of Insurance and whilst on a Journey, an Insured Person suffers death as a result of an Injury and is survived by a Dependant Children, We will pay \$5,000 for each surviving Dependant Child subject to a maximum benefit amount of \$20,000 with respect to any one (1) family.

## 7. REHABILITATION EXPENSES

On the occurrence of Events 25 and/or 26 or Events 27 and/or 28, We will reimburse expenses incurred for

- a) tuition or advice for the Insured Person, or
- b) costs incurred for participation in a return to work program

provided such tuition or advice or program is undertaken with Our prior written agreement and the agreement of a legally registered medical practitioner who is not an Insured Person or their Relative. The amount payable under this Extension will be limited to the actual costs incurred not exceeding \$7,500.

## 8. GUARANTEED PAYMENT

We guarantee that We shall pay without delay twelve (12) weeks benefits if an Insured Person sustains an Injury or suffers a Sickness for which benefits are payable under Events 25 or 27 where the period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks. This guarantee is conditional upon a legally registered medical practitioner, who is not an Insured Person or their Relative, providing adequate medical evidence certifying that this is the case.

## 9. LIFESTYLE MODIFICATION

If an Insured Person is paid a Lump Sum Benefit under any of Events 2, 3 or 6, We will also pay for the costs necessarily incurred by the Insured Person in

- a) modifying the Insured Person's motor vehicle, and
- b) modifying the Insured Person's home or relocating to a suitable home,

to a maximum amount of \$20,000.

## 10. DOMESTIC HELP EXPENSES FOR ACCOMPANYING SPOUSE OR PARTNER

If a Spouse or Partner of an Insured Person suffers an Injury while accompanying the Insured Person on a Journey and that Spouse or Partner is also an Insured Person and would have been entitled to a Benefit under Event 25 or 26 except that he or she has no Earnings, the Benefit payable to that Spouse or Partner under Event 25 or 26 shall be the actual costs of domestic help, including childcare and outdoor household activities, certified as necessary by a legally registered medical practitioner, who is not an Insured Person or their Relative. The domestic help may not be performed by a person who is a Relative of the Insured Person.

The amount payable under this Extension will be limited to the actual costs incurred not exceeding \$500 per week for a maximum period of 26 weeks.

## 11. SPOUSE OR PARTNER EMPLOYMENT TRAINING EXPENSE

If an Insured Person, whilst on a Journey during the Period of Insurance, suffers an Injury resulting within twelve (12) months in Death or Permanent Total Disablement, We will reimburse the reasonable actual costs incurred (including any accommodation costs and costs for books and course supplies) in connection with the training or retraining of the Insured Person's Spouse or Partner

- a) for the purpose of obtaining or refreshing skills needed for employment, or
- b) to improve the Spouse or Partner's employment prospects, or
- c) to enable the Spouse or Partner to improve the quality of care he or she can provide to the Insured Person.

This Extension applies only if

- i) the training is provided by a recognised institution with qualified skills to provide such training, and
- ii) the surviving Spouse or Partner incurs the expenses within twenty four (24) months following the date of the Insured Person's Death or Permanent Total Disablement

The amount for this Extension is payable in addition to any other applicable Benefit payable under this Policy and is limited to the actual costs incurred not exceeding \$10,000.

## 12. INDEPENDENT FINANCIAL ADVICE

If an Insured Person is entitled to payment of a Benefit under any of Events 1 – 9, We will also pay for professional financial advice by an independent financial advisor in respect of the payment of that benefit, if You or the Insured Person or representatives of the Insured Person's estate request this additional payment. This payment is conditional upon the advice being given by an independent financial adviser who is authorised and regulated by the Australian Securities and Investments Commission to provide this type of financial advice and who is not a Relative of the Insured Person or, if the financial advice is obtained in a country other than Australia, who is authorised under relevant laws of that country to provide such financial advice. The maximum amount We will pay is \$10,000 any one Injury.

## 13. CORPORATE IMAGE PROTECTION

If We believe a valid claim is likely to result under this Section for either Event 1 – Death or Event 2 – Permanent Total Disablement as a result of Injury suffered by an Insured Person or group of Insured Persons while on a Journey, We will reimburse You for costs incurred directly in connection with the Injury to protect and/or exclusively promote Your business and image. Reimbursement is limited to costs for:

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

and must be incurred within fifteen (15) days of the Injury. We will also require a signed undertaking from You that You will repay these costs to Us if a valid claim does not subsequently eventuate. The maximum amount We will pay is \$20,000 any one event.

## 14. INSURED PERSON'S SALARY CONTINUANCE BENEFIT

If an Insured Person suffers an Accidental Death, We will pay the Insured Person's Spouse as weekly benefit of up to 100% of the Insured Person's salary to a maximum of one thousand, two hundred and fifty dollars (1,250) per week for a period no longer than (6) months. This benefit is in addition to any other benefit in this Policy and is also in addition to any other amount offered.

## CONDITIONS

1. After the occurrence of any of Events 2 to 8 to an Insured Person no further liability will be incurred by Us for any subsequent Injury to that Insured Person under this Section during that Journey.
2. Benefits shall not be payable for more than one of the Events 1 to 19 in respect of the same Injury.
3. Benefits are payable for Events 3 to 19 and Event 25 or 26 concurrently in respect of the same Injury.
4. Benefits shall not be payable
  - a) for Events 25, 26, 27 and 28 in excess of a total period of one hundred and fifty six (156) weeks, or such other Weekly Benefit Period specified in the Schedule of Benefits, from the date the Insured Person first became entitled to payment of the Benefit, in respect of any one Injury or Sickness;
  - b) for Events 25, 26, 27 and/or 28 during the Excess Period stated in the Schedule of Benefits, calculated from the commencement of disability, and in an amount which exceeds the percentage of Earnings stated in the Schedule of Benefits;
  - c) unless the Insured Person shall as soon as possible after the happening of any Injury or the manifestation of any Sickness giving rise to a claim under this Section of the Policy procure and follow proper medical advice from a legally qualified medical practitioner;
  - d) for more than one of Events 25 and/or 26 in Part B or Events 27 and/or 28 in Part C of the Table of Events that occur for the same period of time.
5. The amount of any Benefit payable for Temporary Total Disablement will be reduced by the amount of any periodic compensation benefits payable under any Workers Compensation or Accident Compensation Scheme and the amount of any sick pay entitlement or disability policy so that the total amount of any such benefit or entitlement and benefits payable under this Policy shall not exceed the percentage of Earnings of the Insured Person stated in the Schedule of Benefits.
6. If as a result of Injury or Sickness, Benefits become payable under Parts B or C of the Table of Events and while this Policy is in force, the Insured Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, the subsequent period of disablement will be deemed a continuation of the prior period unless between such periods the Insured Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness and a new Excess Period shall apply.
7. Subject to the Guaranteed Payment Extension, Weekly Benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than a week shall be paid at a pro-rata rate of the Weekly Benefit for each day during which disability continues as appropriate.
8. All Benefits shall be payable to You or as You direct.
9. If as a result of Injury the Insured Person is entitled to a Benefit under Events 25 and/or 26 and subsequently becomes entitled to a Benefit under Event 2, all Benefits payable under Events 25 and 26 shall cease from the date of such entitlement.
10. The Benefit payable in respect of Dependant Children under eighteen (18) years of age for Event 1 – Death is \$20,000 or such other amount shown in the Placing Schedule.

## SECTION 2

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### KIDNAP AND EXTORTION

#### EXTENT OF COVER

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

- a) an actual or alleged Kidnap of an Insured Person whilst on a Journey;
- b) Extortion against You or an Insured Person whilst the Insured Person the subject of the Extortion is on a Journey;
- c) an illegal Detention of an Insured Person whilst on a Journey.

We will also pay You for

1. loss due to destruction, disappearance, seizure or usurpation of Extortion / Ransom Monies while being delivered to a person(s) demanding the Extortion / Ransom Monies by anyone who is authorized by You or an Insured Person(s) to have custody thereof, provided, however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder subject always to the Limit of Liability shown in the Schedule of Benefits against Section 2.
2. the amount paid by You for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance.
3. reasonable costs of retaining any person or persons to investigate the Kidnap, negotiate the release of the Insured Person(s), pay any ransom or recover the Insured Person(s).
4. Judgements and settlements and defence costs incurred, with Our written consent, as a result of any claim or suit brought by or on behalf of an Insured Person (or the heirs, estate or legal representatives of an Insured Person) against You solely and directly as a result of a Kidnap or Extortion, provided such suit or claim is made within 12 months of the release or death of the Insured Person or the last credible Extortion threat made during the Period of Insurance, but in no event later than 60 months after the commencement of the Kidnap or Extortion.

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

#### ADDITIONAL INSURED PERSON

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

#### DEFINITIONS

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

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

**EXTORTION** means a threat or threats (including actual or alleged Kidnapping), to commit bodily harm, wrongful abduction or detention.

**DETENTION** means the holding under duress. Holding under duress includes being held illegally by militias, militants or governments without legal justification. Detention also includes being held hostage as part of hijacking, which is the capture by force of any building, aircraft, railroad train or waterborne vessel within or on which the person the subject of the Detention is located.

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

**EXPENSES** means

1. reasonable payment paid by You to a person providing information which leads to the arrest of the individual(s) responsible for a Kidnap or Extortion insured herein; and
2. reasonable and customary loan costs incurred by You from a financial institution providing money to be used for Extortion / Ransom Money payments; and
3. reasonable and customary travel and accommodation costs incurred by You or an Insured Person(s) as a result of Kidnap, Extortion or illegal Detention; and
4. Employee Compensation paid by You to an Insured Person(s) or on behalf of an Insured Person(s) for the Kidnap or Extortion, for the period commencing upon the Kidnap of the Insured Person and ending
  - a) up to thirty (30) days after the release of the Insured Person(s) from a Kidnap; or
  - b) on the discovery of the death of the Insured Person(s); or
  - c) 120 days after You receive the last credible evidence that the Insured Person(s) is still alive; or
  - d) sixty (60) months from the date of the Kidnap if the victim has not been released;whichever is the earliest; and
5. payments made by You for a temporary replacement Employee hired to perform the duties of a Kidnap or illegal Detention victim for the duration of a Kidnap or illegal Detention, if the victim has not been released, and upon release for a further thirty (30) day period provided that the maximum payable under this paragraph for payments made by You for a temporary replacement Employee will not exceed payments for a sixty (60) month period from the date of the Kidnap or illegal Detention; and
6. personal financial loss suffered by the Insured Person(s); and
7. travel costs of a Kidnap victim to join their immediate family upon their release, and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per Insured Person and replacement person(s); and
8. reasonable and customary fees and expenses of a qualified interpreter assisting You or an Insured Person(s) in the event of a Kidnap or Extortion; and
9. reasonable fees and expenses of any independent public relations consultant; and
10. reasonable medical, psychiatric and legal expenses incurred by an Insured Person with Your approval for a twelve (12) month period following the release of the Insured Person, and
11. reasonable fees for independent medical and legal advice incurred by You with Our approval; and
12. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Kidnap, Extortion or illegal Detention victim and the victim's Spouse or Partner and any Dependent Children, up to a maximum of \$5,000 in any one Period of Insurance; and
13. any other reasonable and customary expenses incurred by You with Our prior approval in resolving a covered cause of loss.

## SPECIFIC EXCLUSIONS

We will not pay where

1. any insurer has declined to issue or renew any similar policy, or has cancelled or issued any similar policy subject to conditions, to You or the Insured Person;
2. an actual or attempted Kidnap of the Insured Person has occurred in the past;
3. an Extortion has been made against You or the Insured Person in the past.

## CONDITIONS

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

In the event of an occurrence or claim, you must

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

You and all Insured Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under this Insurance.

3. Confidentiality

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

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

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

5. Judgements & Settlements and Defence Costs

As an additional condition precedent to Our liability for payment as described in Extent of Cover clause 4. You will

- a) as soon as reasonably practicable notify Us of the claim or suit;
- b) not admit liability without Our consent; and
- c) 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.

## SECTION 3

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### HIJACK AND DETENTION

#### EXTENT OF COVER

##### HIJACK

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

##### DETENTION

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

#### DEFINITIONS

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

**CONVEYANCE** means

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

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

#### LEGAL COSTS EXTENSION

In the event of an Insured Person incurring his or her own legal costs as a result of being Detained, We will reimburse the Insured Person such legal costs up to the maximum amount of \$50,000 or as otherwise shown in the Schedule of Benefits for Legal Costs against Section 3, whichever is the greater.

#### SPECIFIC EXCLUSION

We shall not be liable for any Detention attributable to the Insured Person breaking the law of any Country or State.

## SECTION 4

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### MEDICAL, ADDITIONAL EXPENSES EMERGENCY MEDICAL EVACUATION AND CANCELLATION / CURTAILMENT EXPENSES

#### EXTENT OF COVER

##### MEDICAL AND OTHER EXPENSES

If, during the Period of Insurance and during a Journey

1. an Insured Person suffers death, Injury or Sickness, We will reimburse You or the Insured Person for:
  - a) Medical Expenses;
  - b) Additional Expenses;
  - c) Emergency Medical Evacuation;
2. a Relative or a close business associate of the Insured Person dies unexpectedly or suffers a Serious Injury or Serious Sickness, We will reimburse You or the Insured Person for reasonable travel and accommodation expenses and other expenses
  - a) in addition to those already budgeted for or likely to be incurred for the Insured Person to return to the point of origin of the Journey;
  - b) associated with the subsequent return of the Insured Person so he or she can continue with his or her Journey;

provided the costs incurred relate to a condition or event which occurred during the Journey. The maximum We will pay is the Sum Insured specified in the Schedule of Benefits for Medical and Other Expenses against Section 4.

##### CANCELLATION / CURTAILMENT EXPENSES

If during the Period of Insurance and during the Journey an Insured Person necessarily incurs reasonable additional or forfeited travel, hotel or out of pocket expenses as a result of

1. the unexpected death, Injury or Sickness of a member of the Insured Person's travelling party, resulting in the Insured Person having to return to the point of origin of a Journey; or
2. the unexpected death, Serious Injury or Serious Sickness of the Insured Person's Relative, business associate or travelling companion; or
3. loss of passport or travel documents; or
4. quarantine regulations innocently broken and Journey is delayed; or
5. cancellation or curtailment of travel or accommodation arrangements due to strikes, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters, or
6. any other unforeseen circumstances outside the control of the Insured or the Insured Person;

We will pay You for those expenses up to the Sum Insured specified in the Schedule of Benefits for Cancellation / Curtailment Expenses against Section 4.

## DEFINITIONS

**MEDICAL EXPENSES** means all reasonable costs necessarily incurred outside the Insured Person's Country of Residence (subject to Specific Exclusions 3 and 4), provided such expenses incurred relate to a condition or event which occurred during the Journey, for hospital, surgical or other diagnostic or remedial treatment, including but not limited to nursing, physiotherapy, chiropractic, cost of medical supplies and ambulance services given, prescribed or recommended by a qualified medical practitioner.

Medical Expenses includes

1. ongoing Medical Expenses incurred after the Insured Person(s) returns to his or her Country of Residence (unless the law of that country prohibits the payment of such Medical Expenses) provided they relate to a condition suffered by the Insured Person during the Journey and are limited to \$25,000 if incurred in a country other than Australia,
2. expenses incurred to repair, replace or adjust dentures provided such expenses relate to an Injury to the Insured Person and are limited to a maximum of two thousand dollars (\$2,000).
3. urgent or emergency dental or optical treatment but does not include expenses incurred for routine dental or optical treatment.

**ADDITIONAL EXPENSES** means

1. Additional expenses, forfeited travel, hotel and out of pocket expenses reasonably and necessarily incurred during a Journey as a direct result of the Insured Person's death, Injury or Sickness which results in the Insured Person being certified by a qualified medical practitioner as being unfit to continue with any Journey.
2. Reasonable travel and accommodation expenses, where necessary, of up to two persons who, on written medical advice, travel to and/or remain with the Insured Person and/or accompany the Insured Person to any other place in accordance with such medical advice, including back to his or her Country of Residence.
3.
  - a) Reasonable funeral expenses incurred outside of the Insured Person's Country of Residence for the burial or cremation of the Insured; or
  - b) costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes and personal effects back to a place nominated by the legal representative of the Insured Person's estate.

**EMERGENCY MEDICAL EVACUATION** means all expenses, necessitated because of the Insured Person's Injury or Sickness, related to

1. the emergency transportation of the Insured Person to the most suitable hospital or other location to obtain necessary medical treatment; and
2. repatriation to the Insured Person's Country of Residence or transportation to another country agreed between You or the Insured Person, Us and Our nominated emergency assistance provider;

including necessary expenses incurred for qualified medical staff to accompany the Insured Person and all necessary medical supplies, provided such transportation or evacuation is

- a) recommended by a legally qualified medical practitioner and
- b) authorised by Our nominated emergency assistance provider, in accordance with Section 5 of this Policy.

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

## EXTENSIONS

### CONTINUOUS WORLDWIDE BED CONFINEMENT

If during any Period of Insurance, and during a Journey, an Insured Person is confined to bed by a qualified medical practitioner for a period in excess of 24 hours, We will pay the Insured Person, for each day of bed confinement, \$200 per day for a maximum period of 30 days, or such other amount and period shown in the Schedule of Benefits.

### TRAUMA COUNSELLING BENEFIT

If an Insured Person, during the Period of Insurance and whilst on a Journey, suffers psychological trauma as a result of being an eye witness or victim of an act of terrorism or any of the following criminal acts, namely, assault, sexual assault, rape, murder, car jacking, or violent robbery or attempted robbery and, as a result thereof, trauma counselling is recommended by a legally registered medical practitioner, We will pay for the cost of that counselling. Counselling must be provided by a registered psychologist (who is not an Insured Person or their Relative). The maximum amount We will pay is up to \$10,000 per Insured Person.

### LOSS OF FREQUENT FLYER POINTS

If, as a result of an event or circumstances for which expenses for forfeited travel would be reimbursed under either the Additional Expenses or Cancellation / Curtailment Expenses cover in this Section of the Policy, an Insured Person's airline ticket is cancelled resulting in loss of frequent flyer or similar customer loyalty points, We will pay for the loss of those frequent flyer or similar customer loyalty points, subject to the appropriate Sum Insured specified in the Schedule of Benefits.

The amount payable will be calculated as follows:

1. The cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less your financial contribution towards the airline ticket

multiplied by

2. the total amount of points lost

divided by

3. the total amount of points redeemed to obtain the airline ticket.

We will not provide cover if the loss of such points or their value can be recovered from any other source.

## SPECIFIC EXCLUSIONS

We shall not be liable for any expenses

1. incurred where a Journey is undertaken against the advice of a qualified medical practitioner or when the Insured Person is unfit to travel.
2. incurred after the period of twenty four months from the date the first expense was incurred by the Insured Person following death, Injury or Sickness of the Insured Person.
3. incurred as a result of the rendering in Australia of a professional service
  - a) in respect of which We are not permitted to provide insurance under the Private Health Insurance Act 2007; or
  - b) for which a Medicare benefit is or would be payable in accordance with the Health Insurance Act 1973 except any expense incurred by a person who is defined as an "eligible visitor" in section 126 of the Health Insurance Act 1973.
4. where the law of the country in which the expense is incurred prohibits Us from providing insurance or making a payment in respect of such expense.
5. incurred in relation to treatment for any condition where it was known that such treatment would be required during the Journey.
6. incurred for routine medical, optical or dental treatment or consultation.
7. described under the heading **CANCELLATION / CURTAILMENT EXPENSES** arising directly or indirectly out of
  - a) carrier caused delays where the cost of the expenses is recoverable from the carrier;
  - b) any business or financial or contractual obligations of You, the Insured Person or any other person;
  - c) disinclination on the part of the Insured Person or of any other person to travel;
  - d) the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey;
  - e) cancellation or curtailment of scheduled public transport services if there had been prior warning before the date of commencement of the particular Journey that the event or events resulting in the cancellation or curtailment was or were likely to occur during the Journey.

## SECTION 5

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### RESCUE & EMERGENCY ASSISTANCE

#### EXTENT OF COVER

If during the Period of Insurance and while on a Journey the Insured Person requires emergency assistance, the Insured Person is entitled to medical and travel assistance services as provided by Our nominated emergency assistance provider. An emergency travel card is available to You with the contact numbers for Our nominated emergency assistance provider.

#### CONDITIONS

1. Our nominated emergency assistance provider must be informed as soon as practicably possible of any potential claim under this Section.
2. You and/or the Insured Person should not try to provide solutions to problems encountered without involving Our nominated emergency assistance provider as this may prejudice reimbursement of expenses.
3. Repatriation may be organised by Our nominated emergency assistance provider by the most appropriate method including, if necessary, the use of air services.

## SECTION 6

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### LOSS OF DEPOSITS

#### EXTENT OF COVER

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

#### CIRCUMSTANCES:

1. The unexpected death, Injury or Sickness of the Insured Person which results in the Insured Person being certified by a qualified medical practitioner as being unfit to commence or continue with any Journey.
2. The unexpected death, Injury or Sickness of any person with whom the Insured Person intended to travel which results in the person being certified by a qualified medical practitioner as being unfit to commence or continue with any Journey.
3. A Relative, travelling companion or business associate of the Insured Person dies unexpectedly or suffers a Serious Injury or Serious Sickness.
4. The compulsory quarantine or jury service of an Insured Person or any person with whom the Insured Person intended to travel.
5. The Insured Person's residence or business suffers major loss or damage.
6. Any unforeseen circumstances outside Your control or of that of the Insured Person.

#### DEFINITIONS

TRAVEL AND ACCOMMODATION EXPENSES means

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

- ii) the value of any frequent flyer or similar reward points used to purchase air travel

which neither You nor the Insured Person are able to use because of one or more of the circumstances set out in the Extent of Cover above, or

- b) at Your or the Insured Person's option, the reasonable cost of re-arranging such supply or air travel provided the cost is not greater than the cancellation fees and lost deposits or loss of the value of frequent flyer or similar reward points which would have been incurred if the supply or air travel had been cancelled.

The value of frequent flyer or similar reward points is calculated as follows:

1. The cost of the equivalent class airline ticket, based on the quoted retail price at the time the ticket was issued, less your financial contribution towards the airline ticket

multiplied by

2. the total amount of points lost

divided by

3. the total amount of points redeemed to obtain the airline ticket.

## **SPECIFIC EXCLUSIONS**

We shall not be liable for any loss

1. attributable to
  - a) carrier caused delays where the cost of the expenses are recoverable from the carrier.
  - b) any business or contractual obligations of You or the Insured Person.
  - c) any disinclination on the part of the Insured Person or of any other person to travel.
  - d) the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or journey.
2. recoverable from any other source.

## SECTION 7

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

#### **EXTENT OF COVER**

If during the Period of Insurance an Insured Person sustains loss or theft of or damage to

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

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

We will also

1. pay the Insured Person for the non-recoverable costs of replacing any Travel Documents and Money lost, stolen or damaged;
2. indemnify the Insured Person for their legal liability for payment arising out of the loss, theft or unauthorised use by other persons of the Insured Persons Travel Documents or Money resulting from a Journey undertaken by the Insured Person;
3. pay up to one thousand dollars (\$1,000) for the replacement of keys and locks if the Insured Person loses his or her identification and keys at the same time whilst on a Journey.

#### **BASIS OF SETTLEMENT**

1. In respect of Baggage, Business Property (other than plans, business papers, specifications, manuscripts and stationery) or Electronic Equipment less than 15 years old We will, at our option,
  - a) replace the item with the nearest equivalent new item; or
  - b) repair the item to the condition it was in when new; or
  - c) pay the cost of such replacement or repair.
2. In respect of plans, business papers, specifications, manuscripts and stationery and Travel Documents We will pay the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to You or the Insured Person of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and the place of the loss, theft or damage.
3. In respect of all other property We will, at our option,
  - a) replace it with property of a similar age and condition, or
  - b) repair it to a condition substantially the same as it was immediately before the loss, theft or damage, or
  - c) pay the indemnity value of the property at the time of the loss, theft or damage.

## DEFINITIONS

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

**ELECTRONIC EQUIPMENT** means all electronic equipment including personal computers and mobile phones belonging to You or the Insured Person.

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

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

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

## EXTENSIONS

### 1. DEPRIVATION OF BAGGAGE

In the event of any carrier delaying, misdirecting, losing or temporarily mislaying an Insured Person's baggage for more than 8 consecutive hours during a Journey, We shall pay up to \$3,000, or such other amount that is shown in the Schedule of Benefits, for deprivation of Baggage by way of reimbursement for any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing or requisites.

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

Notwithstanding the Extent of Cover clause, in respect of:

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

## CONDITIONS

1. The Insured Person shall take all reasonable precautions for the safety and supervision of any insured Baggage, Business Property, Money and Travel Documents.
2. On the happening of any loss or damage We shall be entitled to take and keep possession of such property and to deal with salvage in a reasonable manner.
3. All loss or damage attributable to theft must be reported to the police or transport carrier or other appropriate authority as soon as possible after discovery of the loss or damage and a written acknowledgement of the report obtained.

## SPECIFIC EXCLUSIONS

We shall not be liable for any loss or damage

1. due to confiscation by customs or any other lawful authority;
2. in respect of Baggage, Business Property or Electronic Equipment
  - a) shipped under any freight agreement or items sent by postal or courier services;
  - b) consisting of any goods intended for trade or sale, except for any loss up to an amount of \$5,000;
  - c) where the loss or damage is caused by wear and tear;
3. in respect of Electronic Equipment
  - a) where theft or attempted theft occurs whilst such equipment is left unattended unless securely locked inside a building or securely locked out of sight inside a motor vehicle. Provided that this Exclusion 3 (a) shall not apply in circumstances where the Insured Person has no option other than to leave the property temporarily unattended;
  - b) whilst carried in or on any conveyance unless accompanied by You or an Insured Person as personal cabin baggage, however this Exclusion will not apply in circumstances where the Insured Person is prohibited from carrying the property as personal cabin baggage. Where the Insured Person is so prohibited, the property must be securely locked away within the Insured Person's checked in baggage.
4. in respect of Money or Travel Documents
  - a) where the loss arises out of devaluation of currency or shortages due to error or omission during monetary transactions;
  - b) consisting of cheques, postal and money orders, credit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage;
  - c) consisting of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey.

## SECTION 8

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### ALTERNATIVE EMPLOYEE / RESUMPTION OF ASSIGNMENT EXPENSES

#### EXTENT OF COVER

If during any Period of Insurance You necessarily incur Expenses to

1. send a substitute person to complete the business activities, commitments and objectives of an Insured Person as the direct result of the Insured Person suffering unexpected death, Injury or Sickness during a Journey, or as a result of a claim being admitted under Cancellation / Curtailment Expenses (Section 4);

OR

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

We will pay You for such Expenses up to the Sum Insured specified in the Schedule of Benefits against Section 8.

#### DEFINITIONS

EXPENSES means

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

#### SPECIFIC EXCLUSIONS

We shall not be liable for any such expenses

1. where the Insured Person's Journey is undertaken against the advice of a medical practitioner;
2. which You or the Insured Person had paid or necessarily incurred as part of the original budget for the Journey.

## SECTION 9

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### PERSONAL LIABILITY

#### EXTENT OF COVER

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

1. Personal Injury;
2. Property Damage,

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

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

We will also pay in addition to the Limit of Liability

- a) all legal costs and expenses recoverable by a claimant from the Insured Person;
- b) all legal costs and expenses incurred with Our consent in the investigation or defence of any claim.

#### COURT ATTENDANCE EXTENSION

If, in connection with an event that has resulted in a valid claim under this Section of the Policy, a court requires the attendance of an Insured Person, We shall pay that Insured Person \$120 per day for each day he or she attends.

The maximum amount We shall pay is \$1,200 per Insured Person.

#### DEFINITIONS

**PERSONAL INJURY** means

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

#### **PROPERTY DAMAGE** means

1. physical loss of, damage to or destruction of tangible property, including the loss of use thereof at anytime resulting therefrom; or
2. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an Occurrence.

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

#### **CONDITIONS**

No admission, offer, promise, payment or indemnity shall be made without Our consent. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim, and We shall have reasonable discretion in the handling of any proceedings.

We may at any time pay to the Insured Person in connection with any claim or series of claims arising from the one original cause the Limit of Liability specified in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

#### **SPECIFIC EXCLUSIONS**

We shall not be liable in respect of

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

## SECTION 10

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### RENTAL VEHICLE EXCESS COVER

#### EXTENT OF COVER

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

#### DEFINITIONS

**RENTAL VEHICLE** means an automobile (other than a truck, motorcycle, moped or trailer) rented or hired from a licensed motor vehicle rental / hire company.

#### SPECIFIC EXCLUSIONS

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

1. the operation of the vehicle in breach of the provisions of the hiring agreement;

## SECTION 11

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### EXTRA TERRITORIAL WORKERS COMPENSATION

#### EXTENT OF COVER

This Section applies only

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

We will indemnify You against Your liability

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

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

The indemnity provided to You under this Section shall be:

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

## LIMIT OF LIABILITY

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

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

## CONDITIONS

1. In the event of any occurrence giving rise to indemnity under this Section, We shall be entitled to exercise any right of recovery against any third party in Your name and for Our own benefit and You shall give Us all assistance as We may reasonably require.
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, claim 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 Worker's Compensation Insurer with whom You have effected insurance.

## SPECIFIC EXCLUSIONS

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

## SECTION 12

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### MISSED TRANSPORT CONNECTION

#### EXTENT OF COVER

Cover under this Section only applies where the Insured Person is officially scheduled to attend a meeting or conference which cannot be delayed because of his or her late arrival.

We will pay the reasonable extra expenses actually and necessarily incurred, up to the amount shown in the Placing Schedule, net of any recoveries to which You or the Insured Person may be entitled from any carrier, to enable the Insured Person to use alternative scheduled public transport services and 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 transport connection and is unable to arrive at his or her destination by the time originally scheduled.

#### SPECIFIC EXCLUSIONS

We will not be liable for

1. any missed transport connection arising from a business commitment, change in plans or a financial or contractual obligation of the Insured Person or of any travelling companion, business associate or Relative;
2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey.

## SECTION 13

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### POLITICAL / NATURAL DISASTER EVACUATION

#### EXTENT OF COVER

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

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

We will pay, up to the Sum Insured specified in the Schedule of Benefits against Section 13,

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

However We will not pay

- i) in respect of any necessary air flight, more than the cost of a business flight; and
- ii) in respect of the costs of accommodation, for a period in excess of fourteen (14) days any one event.

#### SPECIFIC EXCLUSIONS

We will not pay for losses arising from or attributable to

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

## SECTION 14

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### IDENTITY THEFT EXTENSION

#### EXTENT OF COVER

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

- a) Reasonable Legal Expenses;
- b) the Insured Person's loss of Earnings, during the 12 months following making a claim under this extension attributed to the time taken from work solely as a result of the Insured Person's efforts to correct their financial records that have been altered due to the Identity Theft;
- c) the Insured Person's legal obligation to pay a creditor for a charge or withdrawal not authorised by the Insured Person in connection with a Credit Account or bank account opened in the Insured Person's name without their authorisation as a result of the Identity Theft and
- d) Miscellaneous Expenses.

The maximum liability per Insured Person under Section 14 is \$15,000 any one event or such other amount that is shown in the Schedule of Benefits.

#### DEFINITIONS

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

**EARNINGS** means Earnings as defined in Section 1 of this Policy.

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

**IDENTITY THEFT** means the unauthorised, fraudulent, dishonest or unlawful use of the Insured Person's personal details.

**MISCELLANEOUS EXPENSES** means the following:

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

**REASONABLE LEGAL EXPENSES** means legal expenses incurred

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

## **CONDITIONS**

- 1. You or the Insured Person must file a police report within 48 hours of discovering the Identity Theft;
- 2. The Insured Person must take all reasonable and prudent action to prevent additional damage to an insured person's identity;
- 3. In connection with any claim for Identity Theft We shall be permitted to inspect the Insured Person's financial records and the Insured Person must provide
  - a) verification from the relevant financial institution in relation to any claim for a charge or withdrawal not authorised by the Insured Person;
  - b) proof that it was necessary to take time away from the Insured Person's work if they make a claim for lost Income. We will ask an Insured Person to submit proof from their employer that they took unpaid days off.

## **SPECIFIC EXCLUSIONS**

We shall not be liable under this section for:

- 1. monetary losses other than those expenses and losses specifically insured under this extension;
- 2. any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
- 3. the cost of credit reports requested before the discovery of the Identity Theft;
- 4. loss of Earnings in excess of \$1,000 or in connection with time taken from self-employment or workdays that will be paid by the Insured Person's employer;
- 5. any expenses submitted more than 12 months from the time the Identity Theft was reported to Us;
- 6. any identity theft expenses incurred due to any actual or attempted fraudulent, dishonest or criminal act by you or an Insured Person or any person acting with you or an Insured Person, or by any authorised representative of you or an Insured Person, whether acting alone or in collusion with others.

