

Corporate Travel Product Disclosure Statement and Policy Wording

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Corporate Travel



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Accident & Health

This insurance is a consumer insurance contract.

Your Duty to Take Reasonable Care Not to Make a Misrepresentation to Us

What is the duty?

All persons who will be an **insured** covered by the insurance (referred to as **you**, **your**) have a legal duty to take reasonable care not to make a misrepresentation to **us**).

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because **you** failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our Questions

Answers to **our** questions help **us** decide whether to provide **you** with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering our questions:

- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- + if another person is answering for you, we will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time **we** agree to issue **you** with insurance for the first time. It also applies where **you** are applying to renew, extend, vary/change, replace or reinstate **your** insurance, up until the time **we** agree to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, we may reject or not fully pay your claim. We may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by **you** without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether **you** have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by us;
- + how clear, and how specific, any questions asked by us were:
- how clearly we communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- + whether or not an agent was acting for **you**; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about **you** which **we** were aware of, or ought reasonably to have been aware of.

If **we** believe the duty is breached, **we** will at least explain why, **we** consider any response to the contrary and provide information on **our** dispute resolution procedures if **we** can't agree.

Need more help?

If any question or guidance provided is not clear or **you** need additional assistance, **you** can contact **your** agent/broker in the first instance and/or contact **us** or go to 360uw.com.au



360 Accident & Health

About 360 Accident and Health Pty Ltd

360 Accident and Health Pty Ltd (360 Accident and Health) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) **ABN** 18 120 261 270 **AFSL** 319 181, is an underwriting agency committed to deliver solutions **you** want, service **you** expect by people **you** know to the Accident and Health Insurance Market.

360 Accident and Health has an authority from the Insurer to arrange, enter into/bind, and administer this insurance for the Insurer.

Our contact details are:

Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000 Telephone. 1800 411 580 Email. ah@360uw.com.au

About the Insurer

This insurance is underwritten by certain Underwriters at Lloyd's.

Lloyd's has been insuring Australian risks for over 150 years and is licensed to write non-life insurance business under the *Australian Insurance Act 1973 (Cth)*. **You** or **your** representatives can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from **us**. In the event of **loss**, each Underwriter (and their Executors and Administrators) is only liable for their own share of the **loss**.

Lloyd's Underwriters have strong financial security characteristics. However, please note that ratings can vary from time to time. **You** can check the Insurer's current ratings at the following website https://www.lloyds.com/investor-relations/ratings

You should contact 360 Accident and Health in the first instance in relation to this insurance.

Lloyd's contact details are:

Lloyd's Australia Level 9, 1 O'Connell Street, Sydney, NSW 2000 Telephone. 02 8298 0700

General Insurance Code of Practice

We proudly support the General Insurance Code of Practice.

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

For further information on the Code, please visit www.codeofpractice.com.au or alternatively **you** can request a brochure on the Code from **us**.

What is a Product Disclosure Statement (PDS)?

The purpose of this PDS is to help **you** understand the cover offered under the **policy** and provide **you** with sufficient information to enable **you** to compare and make an informed decision about whether to purchase the **policy**. This PDS contains important information required under the *Corporations Act 2001 (Cth)* (The Act) about the **policy** including the **benefits** and conditions, **your** rights as a client and other things **you** need to know to make an informed decision.

You should read the **policy** wording section in this document and the **schedule** of this insurance to obtain a complete description of all the **benefits**, terms, conditions and exclusions relating to the cover offered under this insurance. Please read these documents carefully and ensure that **you** keep them in a safe place for future reference.

Certain words in this PDS and **policy** wording have special meanings that are set out in the definitions sections contained within this document.

General Advice

Any general advice contained within the **policy** wording, PDS or accompanying documents does not consider **your** or any **insured person's** personal situation, financial objectives, or needs.

Corporate Travel Insurance

The insurance provides for the payment of **benefits** if an **insured person** whilst on a **journey** requires emergency travel assistance or suffers a **loss** where a **benefit** is payable under this **policy**. Please read it carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** Insurance Broker. All cover is subject to the payment of **premium** and the terms, conditions, exclusions and provisions of the **policy**.



Summary of the Benefits of the Corporate Travel Insurance Policy

The **policy** has a number of **benefits**. Some of the significant **policy benefits** are listed below. For full details of all the **benefits** and limits of the **policy you** should read **your policy schedule** which outlines the sums **insured**, and the coverage sections and tables of **insured events** contained within the **policy** wording attached to this PDS.

Some of the significant benefits of the policy may include:

- medical expenses and medical evacuation;
- II. 360 Assist emergency assistance;
- III. personal accident and sickness;
- IV. luggage, personal effects and money benefit;
- V. loss of deposits, cancellation and curtailment;
- VI. rental vehicle excess and personal vehicle excess;
- VII. kidnap, ransom and extortion;
- VIII. personal safety, political and natural disaster evacuation;
- IX. extra territorial workers compensation;
- X. personal liability;
- XI. alternative **employee** and resumption of assignment;
- XII. additional benefits.

Please refer to the **policy** wording for details of **benefits** and conditions that apply.

The maximum we will pay for all claims under the policy during any one insurance period is the aggregate limit of liability shown on the schedule. If this amount is not adequate to pay all claims in full, then we will reduce the benefit payable to each insured person proportionately, so that the total of all payments does not exceed the aggregate limit of liability.

There is a **sublimit of liability** shown on the **schedule** in relation to claims arising out of **non-scheduled flights**. There are also specific limits of liability applying to individual **benefits** payable under the **policy**.

Not Everything is Covered

Not everything is covered by the **policy**. Some of the circumstances in which no **benefits** are payable at all include where **loss** results from self-inflicted injury, illegal acts, an **insured person** piloting an aircraft, participating in or training for a **professional sport**, nuclear activity, AIDS or HIV.

You should note that apart from the general exclusions applying to all sections of cover, there are also specific exclusions and conditions applying to each section of the **policy**.

There are also limitations on some **benefits**. It is important **you** read the **policy** wording together with the **schedule** so that **you** understand the extent of the cover and its limitations. **You** should specifically read the General Conditions and General Exclusions in the **policy** wording to make sure the cover **we** provide matches **your** expectations.

The Cost of this Insurance

The total amount we charge you for this policy is made up of:

- the premium, which is the amount we need to cover the risk insured under this policy, as calculated by us;
- II. our administration fee; and
- III. any applicable taxes and government charges.

The **premium** and applicable taxes and government charges will be shown on **your** tax invoice.

When calculating **your premium**, **we** take a range of rating factors into account. These factors, and the degree to which they affect **your premium**, will depend upon the information **you** provide to **us**.

The following factors have a significant impact on **our** calculation of **your premium**:

- the sums insured;
- II. the **insured person's** medical history, age and claims history;
- III. any restrictions or extensions to the **policy** cover; and
- IV. **your** previous insurance and claims history.

Paying your Premium

You must pay your premium on time otherwise, your policy may not operate.

If you have not paid by the due date or your payment is dishonoured, we may cancel your policy in accordance with our rights at law, including under the Insurance Contracts Act 1984 (Cth) and you may not be able to make a claim.

If a claim is made on the **policy** while any **premium** is outstanding, **we** have the right, to the fullest extent permitted at law, to treat the **policy** as never having been in force or agree in **our** absolute discretion to accept the claim subject to payment of the **premium**, or deduction of any claim payment from the **premium** due, or **we** may deduct any outstanding **premium** from the claim payment.

Non-Payment of Premium

You must pay your premium within the agreed credit terms otherwise your policy may not be in force. If you do not pay your premium on time by the due date or your payment is dishonoured this policy will not come into force and we may, in accordance with our rights at law, including under the *Insurance Contracts Act* 1984 (Cth):

- lapse the policy;
- II. decline any claim under the policy.



Excesses

If you or an insured person makes a claim under the policy, you may be required to pay an excess or wait for a specified period of time (excess period) before a benefit is payable. This is the amount you must first contribute towards each claim.

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

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

How to Apply for Corporate Travel Insurance

To apply for the **policy you** will need to complete a proposal form available from a licensed Insurance Broker who has a current agency agreement with **us**. They will then approach **us** to provide **you** with a quotation.

Cancelling your Policy

This **policy** may be cancelled by **you** at any time by giving **us** notice in writing. Should **you** cancel **your policy**, **we** shall retain a pro rata proportion of the **premium** for the time the **policy** has been in force and unless **you** purchased the **policy** through an Insurance Broker, will pay any **premium** refund due to **you** within fifteen (15) business days (if **you** purchased the **policy** through an Insurance Broker, ask **your** Broker what arrangements apply). **You** will not receive any refund if **you** have made a claim or a claim is forthcoming against the **policy** prior to cancellation.

We may cancel this **policy** in the circumstances prescribed by Section 60 of the *Insurance Contracts Act 1984 (Cth)*.

Your Cooling-Off Period

You have the right to return the policy to us within twenty-one (21) days from the date the **insurance period** commences ("cooling-off period") unless a claim is made under the **policy** within this period.

If you return the policy during the cooling-off period, we will refund the full amount of the premium less any taxes or duties payable and unless you purchased the policy through an Insurance Broker, will pay the amount due to you within fifteen (15) business days (if you purchased the policy through an Insurance Broker, ask your Broker what arrangements apply). The policy will be terminated from the date we are notified of a request to return it. To return the policy, we must be notified in writing within the cooling-off period.

This can be done by contacting **us**, using the contact details found at the back of this PDS, or **your** Insurance Broker.

Making a Claim

You or any person entitled to claim under this **policy** must give **us** or **our** authorised agent, Corporate Services Network (CSN), written notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Please send the notice to:

Corporate Services Network

Telephone. +61 (0)2 8256 1770 Email. claims@csnet.com.au

Post: GPO Box 4276 SYDNEY NSW 2001

Once notified of **your** claim, CSN will provide **you** with all the necessary claim forms. **You** must complete these forms in full and return to CSN along with all other information and documentation that is relevant to **your** claim in order to ensure a quick and efficient claims assessment. These include and are not limited to any invoices, medical certificates, Medical Practitioner reports, and employer reports. A failure to provide relevant information could delay processing of **your** claim.

Any payments will be made in Australian Dollars (AUD) unless otherwise shown in the **Policy Schedule**.

Any costs involved in obtaining or collecting required or supporting information for the claim form part of **your** responsibility and is not claimable.

Dependent on the specific circumstances of the claim and as per the terms of this **policy**, an **excess** or a waiting period may be applicable:

Excess: amount payable by **You** when a claim is made (per claim per event)

Waiting Period: a consecutive number of days during which no **benefits** are payable (shown in the **policy schedule** under each applicable **benefit**).

Any claim paid in respect of the Weekly **injury Benefit** or Weekly **sickness Benefit** is subject to personal income tax. Where **we** are required to do so, **we** will withhold personal income tax amounts from claim payments **we** make and forward these amounts to the Australian Taxation Office on behalf of the **Insured** or **Insured Person** and a summary of amounts withheld will be specified on claims payment letters. **We** cannot provide taxation advice and **you** should consult an authorised tax advisor if there are any questions that relate to **your** particular circumstances.



Claim Offset

The weekly **benefits** payable for **insured events** 28, 29, 30, and 31 will be reduced by the amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance **policy** specifically covering the same risk, so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.

Taxation Implications

Depending upon **you** or **your** Company's entitlement to claim Input Tax Credits under the **policy**, **we** may reduce the payment of a claim by the amount of any Input Tax Credit.

A claim paid in respect of weekly **benefits**, for example under *Part D or E (Weekly Benefits – Bodily Injury or Weekly Benefits – Sickness)* in the **policy**, is subject to personal income tax and it is the **insured person's** responsibility to declare such **benefit** when completing his or her usual tax return.

An **insured person** should consult his or her tax accountant in relation to any questions about his or her circumstances.

Privacy Statement

In this Privacy Statement the use of "we", "our" or "us" means 360 Accident and Health, its related bodies corporate, and the Insurers unless specified otherwise.

In this Privacy Statement, the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information you provide to us.

The *Privacy Act 1988 (Cth)* contains the Australian Privacy Principles which require **us** to tell **you** that **we** collect, handle, store and disclose **your** personal and sensitive information for the specific purpose of:

- + deciding whether to issue a **policy**;
- + determining the terms and conditions of your policy;
- compiling data to help develop and identify other products and services that may interest clients; and
- + handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- whether the information or opinion is true or not;
- whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given us your consent to collect, use and disclose your personal and sensitive information in order to provide you with the relevant services and/or products.

When you give us personal information about other individuals, we rely on you to have made or make the individual aware that you will or may provide their personal information to us and the types of other parties and service providers we may provide it to, the relevant purposes we and the other parties and service providers will use it for, and how they can access it. If you have not done or will not do either of these things, you must tell us before you provide the relevant personal information to us.

We disclose personal information to other parties and service providers whom we believe are necessary to assist us and them in providing the relevant services and/or products. For example, in handling claims, we may have to disclose your personal and other information to other parties and service providers such as our claim management partner, other Insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them to the specific purpose for which we supplied it.

We may disclose **your** personal information to **our** Insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, India, the European Union and the United States of America.

If you do not provide the personal information requested and/or do not provide us with your consent to the use and disclosure of your personal information as set out in this Privacy Statement, your insurance application may not be accepted, or we may not be able to administer your policy, or you may be in breach of your duty of disclosure, the consequences of which are set out under the heading *Duty of Disclosure* in this document.

If you would like a copy of our Privacy Policies, would like to seek access to or correct your personal information, opt out of receiving materials we send, complain about a breach of our privacy or you have any query on how your personal information is collected or used, or any other query relating to our Privacy Policies, please contact us.

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General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au

Complaints and disputes

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact 360 Accident and Health or your claims handler in the first instance.

360 Accident & Health ABN 25 623 247 978 is an Authorised Representative (AR 1262596) of 360 Underwriting Solutions Pty Ltd ABN 18 120 261 270, AFSL 319181.

Complaints Officer 360 Accident & Health

Email. ah@360uw.com.au Telephone. 1800 411 580 Suite 1, Level 18 201 Kent Street Sydney 2000

We will acknowledge receipt of your complaint and do our utmost to resolve the complaint to your satisfaction within 10 business days.

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team.

Lloyd's contact details are:

Lloyd's Australia Limited

Email. idraustralia@lloyds.com Telephone. (02) 8298 0783 Suite 1603 Level 16, 1 Macquarie Place Sydney NSW 2000 A final decision will be provided to **you** within 30 calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within 30 calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone. 1800 931 678 Email. info@afca.org.au GPO Box 3 Melbourne VIC 3001 www.afca.org.au

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- II. any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603 Level 16 1 Macquarie Place Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

III. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to: ah@360uw.com.au



Several Liability

The liability of an Insurer under this contract is several and not joint with other Insurers party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown on the **policy schedule**.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an Insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with any other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other Insurer that may underwriter this contract. The business address of each member is:

Lloyd's

One Lime Street London EC3M 7HA

The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various parts in this clause to "this contract" in the singular, where the circumstances so require, this should be read as a reference to contracts in the plural. The Insurers named hereon bind themselves each and for their own part and not one for another.

Each Insurer's liability under this contract shall not exceed that percentage or amount of the risk shown against that Insurer's name.

When an Insured Person can Access the Policy

An **insured person** may only make a claim for **benefits** for which cover is available in accordance with the **policy** terms and conditions. limitations and exclusions.

An **insured person's insurance period** begins on the date the **insured person** is added to the **policy** by **us** at request of the **policy**holder and ends on the earlier of:

- + the time they cease to be an **insured person**;
- the time the policyholder requests that such insured person no longer has access to benefits under the policy;
- the date the policy ends in accordance with the policy or law (for example, when the insurance period ends, the policy is not renewed or is cancelled).

We are not obliged to notify an **insured person** of termination of the **policy**.

Sanctions

We will not provide cover and we will not be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us or the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

Other Insurance

In the event of a claim, the **insured** and/or **insured person** must advise **us** if there are any other insurance policies that may be available to pay or partially pay that claim.

Alteration of Risk

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

Service of Suit

The Insurers accepting this insurance agree that:

- if a dispute arises under this insurance, this insurance will be subject to Australian law and practice and the Insurers will submit to the jurisdiction of any competent court in the Commonwealth of Australia;
- + any summons, notice or process to be served upon the Insurers will be served upon:

Lloyd's Underwriters' General Representative in Australia

Level 9, 1 O'Connell Street, Sydney, NSW 2000 Telephone. 02 8298 0700

If a suit is instituted against any of the Insurers, all Insurers participating in this insurance will abide by the final decision of such court or Appellate Court.

Preparation Date

This PDS was prepared on 22 September 2021.

Updating this PDS

Information in this PDS may need to be updated from time to time. **You** can obtain a paper copy of any updated information without charge by contacting **us** or **your** Insurance Broker, should this PDS need to be updated **we** will provide **you** with a new PDS or a Supplementary PDS outlining these changes.





You should note that there are also specific definitions included under some sections of the **policy**.

In the policy and PDS:

Accident means:

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the **insurance period** and whilst the person is an **insured person**. The word **accidental** shall be construed accordingly.

Accidental Death means:

Death occurring as a result of a bodily injury.

Accompanying means:

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

Aggregate Limit of Liability means:

The maximum amount we will pay for all claims arising from insured events which occur during the insurance period.

However, the aggregate limit of liability does not apply to or include Sections 1 and 10. Non-scheduled flights and Sections 7, 8 and 9 are limited according to the sublimit of liability and limit of liability. The aggregate limit of liability is shown on the schedule.

Benefit(s) means:

Any **benefit** to which an **insured person** is entitled under the **policy**.

Benefit Period means:

The maximum period for which a weekly **benefit** payment may be paid to or for the **benefit** of an **insured person**.

Bodily Injury means:

A **bodily injury** resulting solely and directly from an **accident** and which occurs independently of any **sickness** or any other cause, where the **bodily injury** and **accident** both occur during the **insurance period** and whilst the person is an **insured person**. It does not mean a **sickness** or illness or disease; or any pre-existing physical, congenital or degenerative condition (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any **bodily injury**).

Civil War means:

Armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition is armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of martial law.

Close Business Associate means:

- a fellow employee of the insured person whose duties and responsibilities directly affect the insured person's work; or
- II. a business associate, who is not a fellow employee, where the business relationship with the insured person necessitates the immediate return of the insured person but does not include any travelling companion.

Conveyance means:

An aircraft, vehicle, train, vessel or other public transportation which is licensed to carry fare paying passengers.

Country of Residence means:

The country of which the **insured person** is naturalised, a citizen or **permanent** resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the **insured person** resident rights in such country).

Dependent Child(ren) means:

The **insured person's** and their **spouse/partner's** unmarried children (including step or legally adopted children) who are under nineteen (19) years of age, and living with the **insured person**; or under twenty five (25) years of age and are a full-time student at an accredited institution of higher learning and in either case, are primarily dependent upon the **insured person** for their maintenance and support. This definition is also extended to include an **insured person's** unmarried children of any age whom permanently live with the **insured person** and are physically or mentally incapable of self-support.

Doctor means:

A doctor or Specialist who is registered or licensed to practice medicine under the laws of the country in which they practice, other than:

- I. the insured;
- II. an insured person;
- III. a **relative** of the **insured person**; or
- IV. an employee of the insured.

Effective Period of Cover means:

The date the **insured person** is added to the **policy** by **us** at request of the **insured** and ends on the earlier of:

- I. the time they cease to be an **insured person**;
- the time the insured requests that such insured person no longer has access to benefits under the policy; or
- III. the date the **policy** ends in accordance with the **policy** or law (for example, when the **insurance period** ends, the **policy** is not renewed or is cancelled).



Cover in respect to an **insured person's spouse or partner** and/ or **dependent child(ren)** will end on the earlier of:

- IV. the date insurance cover in respect of the applicable insured person is terminated in accordance with the above; or
- V. the date such spouse or partner and/or dependent child(ren) ceases to be a spouse or partner and/or dependent child(ren) of the insured person.

We are not obliged to notify an insured person, spouse or partner and/or dependant child(ren) of termination of the policy.

Emergency Assistance Company means:

360 Assist or any other **emergency assistance company** that **we** have agreed to pay the services of.

Employee means:

Any person in the **insured's** service including directors (executive and nonexecutive), consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **insured's** behalf.

Excess means:

The first monetary amount or percentage of the **loss** as shown on the **schedule**, for each and every **loss** payable by **you** or the **insured person**.

Excess period means:

Is the period shown on the **schedule** during which no **benefits** are payable for **temporary**, **total** or **partial disablement**. The number of days constituting each **excess** period must be served consecutively.

Foot means:

The entire **foot** below the ankle.

Fracture(d) means:

A break or crack of a bone.

Hand means:

The entire hand below the wrist.

Incidental Private Travel means:

Private leisure travel either side or during a journey.

Insurance Period means:

The period shown on the schedule.

Insured means:

The entity or entities specified as the insured on the **schedule**.

Insured Event(s) means:

The event(s) described in each section of the **policy**.

Insured Person means:

Such person or persons as defined on the **schedule** with respect to whom **premium** has been paid.

Journey means:

Authorised business travel of the **insured** as declared to **us** and which is more specifically described on the **schedule**. It includes private travel interstate and overseas for Company Directors, Chief Executive Officers, Chief Financial Officers/Controllers, General Managers, Senior Managers, and Company Secretaries of the **insured** including any **accompanying spouse/partner** or **dependent child(ren)**. A **journey** must be undertaken during the **insurance period** and does not include any travel that exceeds 180 days in duration unless agreed in writing by **us**.

Limb means:

The entire **limb** below the shoulder or below the hip.

Limit of Liability means:

The maximum amount **we** will pay for all claims arising out of any one (1) **insured event** whether involving one (1) or more **insured person** which occurs during the **insurance period**. The **limit of liability** is shown on the **schedule**.

Non-scheduled Flight(s) means:

Travel in an aircraft whose flights are not conducted in accordance with fixed flying **schedules**, over specific air routes, to and from fixed terminals.

Permanent means:

Disablement lasting at least twelve (12) consecutive months, and at the end of that time being beyond hope of improvement.

Policy means

The **policy** wording, the PDS and the **schedule** and any additional endorsements which **we** subsequently issue to **you**.

Pre-existing Condition means:

- any bodily injury, disability, condition, sickness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a doctor or dentist in the twelve (12) months immediately prior to the insured person's journey; or
- II. a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of at the time of booking their journey.

Premium means

The amount shown on the **schedule** that is payable in respect of the **policy** by the **insured**.

Professional Sport means:

Any sport for which an **insured person** receives any fee, monetary reward or sponsorship as a result of their participation.

Relative means:

The **spouse/partner**, children, step children, son in law, daughter in law, parent/s and or parent/s in law, grandparents, grandchildren, siblings and siblings in law, aunts, uncles, fiancée, fiancé, half-brother, half-sister, niece, or nephew of the **insured person** providing they are under the age of one hundred (100) years of age and reside in the **insured person's country of residence**.



Salary means:

- I. in the case of a salaried **employee** (not otherwise covered below under II. or III.), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of twelve (12) months immediately preceding the date of **temporary partial disablement** or **temporary total disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the **employee**'s total remuneration package they will be included as part of the **employee**'s weekly pre-tax income; or
- in the case of a salary packaged employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances). before personal deductions (but excluding bonuses. commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of temporary partial disablement or temporary total disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the employee's total remuneration package they will be included as part of the employee's weekly pre-tax income: or
- III. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of temporary partial disablement or temporary total disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means:

The **schedule** attached to the **policy** wording or any subsequently substituted **schedule**.

Serious Injury or Serious Sickness means:

A medical condition which a **doctor** certifies as being life threatening and for which the person on whom the claim depends has not:

- received regular medical treatment or medication in the thirty (30) days immediately prior to the date the insured person's journey was booked; or
- II. required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the insured person's journey was booked.

Sickness means:

Any illness, disease, disability, syndrome or other condition suffered by the **insured person**, occurring during the **insurance period**, but does not include a **bodily injury** or **pre-existing condition**.

Specified Sickness means:

A:

- I. myocardial infarction (heart attack); or
- II. cardiac arrest; or
- III. pulmonary embolism; or
- IV. stroke: or
- V. malaria; or
- VI. dengue fever;

which is not a **pre-existing condition** and which first became apparent after the commencement of the **journey**.

Spouse or Partner means:

An **insured person's** husband or wife and includes a de-facto and/or life partner of any sex with whom the **insured person** has continuously cohabited for a period of three (3) months or more.

Sublimit of Liability means:

The maximum amount we will pay for all claims arising out of any one (1) insured event whether involving one (1) or more insured person arising out of non-scheduled flights during the insurance period. The sublimit of liability is shown on the schedule.

Tooth/Teeth means:

A sound and natural **permanent tooth** but does not include first or baby **teeth**, implants, prostheses or other dental restorations.

Unexpected Death means:

Death which occurs fortuitously and does not include the death of a terminally ill person unless the death is caused by any other reason.

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.

We/Our/Us means:

360 Accident and Health Pty Ltd (ACN 623 247 978) as an Authorised Representative of 360 Underwriting Solutions Pty Ltd (360 Underwriting) ABN 18 120 261 270 AFSL 319 181, of Suite 1, Level 18, 201 Kent Street, Sydney, NSW 2000 for and on behalf of Certain Underwriters at Lloyd's.

You/Your means:

The insured named on the schedule.



Section 1 – Medical Expenses and Medical Evacuation

Description of Cover

If, whilst on an overseas journey during the insurance period, an insured person suffers a bodily injury or sickness, we will reimburse the following expenses up to the maximum amount shown on the schedule:

- all reasonable medical costs necessarily incurred outside the insured person's country of residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a doctor as a direct result of the insured person's bodily injury or sickness;
- II. reasonable costs necessarily incurred outside the insured person's country of residence for emergency dental treatment, provided by a registered and legally qualified dentist, to restore or replace sound natural teeth lost or damaged due to a bodily injury or for the relief or management of acute, spontaneous and unexpected dental pain. No cover is provided for normal maintenance of dental health;
- III. reasonable costs necessarily incurred outside the insured person's country of residence for dental treatment to repair, replace or adjust dentures as the direct result of an bodily injury sustained by the insured person up to a maximum of \$2,500;
- IV. on-going medical expenses incurred after the insured person returns to their country of residence for a period of up to twenty-four (24) months provided they relate to a bodily injury or sickness for which treatment was first sought and received during the journey. All payments are subject to the local legislation in the country of residence. If the country of residence is not Australia, on-going medical expenses are limited to a maximum amount of \$50,000;
- V. expenses related to the emergency medical evacuation of an insured person to the most suitable hospital including necessary expenses incurred for qualified medical staff to accompany the insured person, provided such evacuation is recommended by a doctor and is authorised by our emergency assistance company;
- VI. expenses related to the repatriation of an insured person to the most suitable hospital or the insured person's country of residence, provided such repatriation is recommended by a doctor and is authorised by our emergency assistance company;
- VII. reasonable travel and accommodation expenses of one relative or accompanying person of the insured person who, as a result of the insured person's bodily injury or sickness, are required to travel to, or remain with the insured person, when it is considered medically necessary, as certified by a doctor.

Specific Definitions

Emergency Medical Evacuation means:

The emergency transportation of an **insured person** to another location for the purposes of necessary and immediate medical treatment outside their **country of residence**, or the repatriation of the **insured person** to their **country of residence**, including the cost of any **accompanying** medical staff as recommended by a **doctor**. Any evacuation or repatriation must be organised by the **emergency assistance company** or with its prior written agreement.

Medical Expenses means:

All reasonable costs incurred for medical treatment incurred for bodily injury or sickness outside the insured person's country of residence and incurred whilst on a journey as defined on the schedule for emergency medical treatment resulting in hospitalisation, surgery or other diagnostic or remedial treatments as undertaken or prescribed by a doctor, including emergency medical evacuation services as advised by a doctor.

Additional Benefits

Bed confinement

If, whilst on an overseas **journey** during the **insurance period**, an **insured person** suffers a **bodily injury** or **sickness** which results in them being confined to bed under order of a **doctor** for a period greater than forty eight (48) hours, **we** will pay the **insured person** \$200 per day up to a maximum of 30 days.

Trauma counselling

If, whilst on a **journey** during the **insurance period**, an **insured person** suffers psychological trauma as a result of witnessing, or being the victim of a criminal act such as murder, sexual assault, rape, violent robbery, or an act of act of mass destruction by terrorism or **war**, or a 'force majeure', **we** will pay (on receipt of actual invoices) up to \$500 per visit for services provided by a registered psychologist or psychiatrist (who is not a **relative** of the **insured person**) on referral from a **doctor** up to a maximum amount of \$10,000.

Funeral expenses and return of mortal remains

If, whilst on an overseas **journey** during the **insurance period**, an **insured person** dies, **we** will reimburse the **insured** or the estate of the **insured person**:

- reasonable expenses to return the insured person's body or ashes and personal effects to his or her home address; or
- for all reasonable funeral, burial or cremation and associated expenses in the country where the insured person dies.



Conditions

These conditions apply to Section 1 in addition to the General Conditions applying to all sections of the policy.

- It shall be at our discretion, acting reasonably, to evacuate or repatriate an insured person based upon the medical necessity which will be derived from advice of the insured person's attending doctor and/or our medical advisor. 360 Assist will determine the most appropriate means of transport and destination for evacuation or repatriation based upon this advice.
- In the event that an insured person is repatriated to the country that was their intended final destination (such as their country of residence), we will not indemnify the originally purchased airfare.

Exclusions

These exclusions apply to Section 1 in addition to the General Exclusions applying to all sections of the policy.

We shall not be liable for any expenses:

- where a journey is undertaken against a doctor's advice or for the purpose of seeking medical treatment overseas, or the insured person is not fit to travel;
- incurred for any condition for which treatment is known to be required during the journey by the insured person, including any routine medical, optical or dental consultation or treatment or medication;
- 3. which are recoverable by **you** or the **insured person** from any other source;
- incurred after the period of twenty four (24) months from the date the insured person suffers a bodily injury or sickness;
- which directly or indirectly relate to a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- 6. services not approved and arranged by 360 Assist, except in the event the insured person, relative or travelling companion could not notify 360 Assist during an emergency for reasons beyond their control. In any event, we reserve the right to reimburse the insured person only for those expenses incurred for services which 360 Assist would have provided under the same circumstances, up to the sums insured shown on the schedule.



Section 2 – 360 Assist Emergency Assistance

This **policy** provides 24/7 worldwide travel, medical and security assistance to the **insured person** whilst they are on a **journey** during the **insurance period**.

360 Assist can be accessed by the **insured person** at anytime, anywhere in the world by calling the 24/7 Emergency Hotline reverse charge on +61 2 8016 9273.

The emergency operations centre is managed by a team of highly experienced, trusted and dedicated professionals who provide practical answers to help and protect traveller's 24-hours a day, 365 days a year while they are away from home.

Global Medical Assistance

- + 24/7 Worldwide Medical Assistance
- Initial medical assessments with a Registered Medical Practitioner and advice
- Locate the nearest suitable medical facility
- + Arrange payment guarantees to Hospital
- + Co-ordinate and organise medical evacuations
- + Repatriation of mortal remains
- Communication with insured person's family regarding medical conditions and progress

Security Assistance

- + 24/7 access to security experts who provide emergency and routine security advice
- + Security & Political evacuation assistance
- + Emergency planning and crisis management
- + Search & Rescue services
- + Natural disaster response

Travel Assistance

- Assistance with replacing lost/stolen travel documentation
- Assistance with cancelling and replacing lost/stolen credit cards
- + Emergency travel arrangements
- + Access to international legal assistance
- + Advice regarding lost, stolen or delayed luggage
- + Translation and interpreting services where necessary
- Informed communication to relevant parties in the event of an emergency



Section 3 – Personal Accident & Sickness

Personal Accident - Bodily Injury

We will pay **benefits** as set in the Table of Events Table Numbers 1, 2, 4, 6 and 7 for a **bodily injury** of an **insured person** if:

I. the insured event occurs whilst the insured person is on a journey during the insurance period.

Sickness

We will pay **benefits** as set in the Table of Events Table Numbers 3 and 5 for the **sickness** of an **insured person** if:

 the insured event occurs whilst the insured person is on a journey during the insurance period.

Part A – Lump Sum Benefits

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 1, **we** will pay the **benefit** set out in Table 1.

Cover only applies under Part A if the insured event occurs within twelve (12) months of the date of **bodily injury**.

Table of Insured Events – Table 1

Insured Events	Benefit
	As a percentage of the amount as shown against the schedule on the Part A – Lump Sum Benefits .
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Permanent and incurable paralysis of all limbs	100%
4. Loss of sight of both eyes	100%
5. Loss of sight one (1) eye	100%
6. Loss of one (1) or more limbs	100%
7. Permanent and incurable insanity	100%
8. Loss of the lens of	
a) both eyes	100%
b) one (1) eye	60%
9. Permanent loss of hearing	
a) in both ears	100%
b) in one (1) ear	30%
10. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
11. Second degree burns resulting in disfigurement which covers more than 20% of the entire external body	25%
12. Permanent loss of	
a) four (4) fingers and thumb of either hand	80%
b) four (4) fingers of either hand	50%
13. Permanent loss of one thumb	
a) (two (2) joints) of either hand - each	40%
b) one thumb (one (1) joint) of either hand - each	20%



14. Permanent loss of one finger	
a) (three (3) joints) of either hand - each	15%
b) (two (2) joints) of either hand - each	10%
c) (one (1) joint) of either hand - each	5%
15. Permanent loss of	
a) all toes of either foot	15%
b) great toe (two (2) joints) of either foot	5%
c) great toe (one (1) joint) of either foot	3%
d) of toes, other than great toe, of either foot - each toe	1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of a leg by at least 5cm	7.5%
18. Permanent Total Disablement not otherwise provided for under insured events 8b and 9b -17 inclusive	Such a percentage of the amount showing against the schedule as we shall in our absolute discretion, acting reasonably, determine and being in our reasonable opinion consistent with the benefits provided under insured events 8b and 9b - 17 inclusive. The maximum amount payable is 75% of the amount showing on the schedule against <i>Part A - Lump Sum Benefits</i> up to a maximum of \$100,000.

Part B – Surgical Lump Sum Benefits – Bodily Injury Resulting In Surgery

If, as a result of a **bodily injury** occurring outside Australia, or the **insured person's country of residence**, an **insured person** suffers any of the **insured events** listed below in Table 2, **we** will pay the **benefit** set out in Table 2.

Cover only applies for an **insured event** under Part B if:

- I. the surgery is undertaken outside and before **your** return to Australia, or **your country of residence**; and
- II. the bodily injury results directly in the insured event and the surgery is carried out within twelve (12) months of the bodily injury.

Table of Insured Events – Table 2

Insured Events	Benefits
19. Craniotomy	\$20,000
20. Amputation of limb	\$10,000
21. Fracture of a limb requiring open reduction	\$10,000
22. Dislocation requiring open reduction	\$5,000
23. Any other surgical procedure carried out under a general anaesthetic	\$2,500



Part C – Surgical Lump Sum Benefits – Sickness Resulting in Surgery

If, as a result solely and directly of **sickness** first manifesting itself outside Australia or the **insured person's country of residence**, an **insured person** suffers any of the **insured events** listed below in Table 3, **we** will pay the **benefit** set out in Table 3.

Cover only applies for an insured event under Part C if:

- the surgery is undertaken outside and before your return to Australia, or your country of residence; and
- II. the sickness results directly in the insured event and the surgery is carried out within twelve (12) months of the first manifestation of the sickness.

Table of Insured Events – Table 3

Insured Events	Benefits
24. Open heart Surgical procedure	\$20,000
25. Brain surgery	\$10,000
26. Abdominal surgery carried out under general anaesthetic	\$10,000
27. Any other surgical procedure carried out under a general anaesthetic	\$2,500

Part D – Weekly Benefits – Bodily Injury

If, as a result of **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 4, **we** will pay the **benefit** set out in Table 4.

Cover only applies for an insured event under Part D if:

- I. an amount is shown on the **schedule** against Part D Weekly **Benefits Bodily Injury**;
- the excess period as shown on the schedule has been served by the insured person; and

III. the **bodily injury** results directly in the **insured event** which must occur within twelve (12) months of the date of the **bodily injury**.

All benefits under Part D are subject to the benefit period, excess period and percentage of salary shown on the schedule. No benefit shall be payable in excess of the percentage of salary shown on the schedule. No benefit shall be payable in excess of the amount shown on the schedule against insured event 28.

Table of Insured Events - Table 4

Insured Events	Benefits	
28. Temporary Total Disablement	During such disablement, the weekly benefit shown on the schedule against <i>Part D – Weekly Benefits – Bodily Injury</i> but not exceeding the salary of the insured person .	
29. Temporary Partial Disablement	If the insured person returns to work in a reduced capacity, the benefit amount payable shall be the difference between the benefit payable for Event 28 and the salary of the insured person; or	
	II. If the insured person does not return to work, the benefit payable shall be 40% of the benefit payable for Event 28.	



Part E – Weekly Benefits – Sickness

If, as a result solely and directly of **sickness**, an **insured person** suffers any of the **insured events** listed below in Table 5, **we** will pay the **benefit** set out in Table 5.

Cover only applies for an insured event under Part E if:

- an amount is shown on the schedule against Part
 E Weekly Benefits Sickness;
- II. the excess period as shown on the schedule has been served by the insured person; and

III. the sickness results directly in the insured event, which must occur within twelve (12) months of the date of the first manifestation of the sickness.

All benefits under Part E are subject to the benefit period, excess period and percentage of salary as shown on the schedule. No benefit shall be payable in excess of the percentage of salary as shown on the schedule. No benefit shall be payable in excess of the amount shown on the schedule against insured event 30.

Table of Insured Events – Table 5

Insured Events	Benefits
30. Temporary Total Disablement	During such disablement, the weekly benefit shown on the schedule against Part E – Weekly Benefits – Sickness , but not exceeding the salary of the insured person .
31. Temporary Partial Disablement	If the insured person returns to work in a reduced capacity, the benefit payable shall be the difference between the benefit payable for Event 30 and the salary of the insured person; or
	II. If the insured person does not return to work, the benefit payable shall be 40% of the benefit payable for Event 30.

Part F – Fractured Bones Benefits – Bodily Injury

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 6, **we** will pay the **benefits** set out in Table 6.

Cover only applies for an **insured event** under Part F if:

the bodily injury results directly in the insured event.

Table of Insured Events – Table 6

Insured Events Fracture of:	Benefits
32. Neck, skull, or spine (complete fracture)	\$5,000
33. Hip, pelvis	\$3,750
34. Shoulder blade	\$2,500
35. Collarbone, upper leg	\$2,500
36. Upper arm, kneecap, forearm, elbow	\$1,250
37. Lower leg, jaw, wrist, cheek, ankle, hand, foot	\$1,000
38. Rib	\$500
39. Finger, thumb, toe	\$350
Maximum Compensation payable any one accident	\$7,500



Part G – Dental Benefits – Bodily Injury

If, as a result of a **bodily injury**, an **insured person** suffers any of the **insured events** listed below in Table 7, **we** will pay the **benefits** set out in Table 7.

Cover only applies for an insured event under Part G if:

 the bodily injury results directly in the insured event, which must occur within twelve (12) months of the date of the bodily injury. The maximum **benefit** payable with respect to any one **bodily injury** shall be \$250 per **tooth** up to a maximum of \$1,000 unless otherwise shown on the **schedule** against Part G – Dental **Benefits** – **Bodily Injury**.

Table of Insured Events – Table 7

Bodily injury resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the bodily injury :	Benefits
40. Loss of teeth resulting in prosthetic replacement - per tooth	\$250
41. Damage to teeth resulting in prosthetic restoration - per tooth	\$125

Specific Definitions

Complete Fracture means:

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

Loss means:

In connection with:

- a limb: permanent physical severance or permanent total loss of the use of the limb;
- II. an eye: total and **permanent loss** of all sight in the eye;
- III. hearing: total and permanent loss of hearing;
- IV. speech: total and permanent loss of the ability to speak;

and which in each case is caused by bodily injury.

Paraplegia means:

The **permanent loss** of use of both legs and the **permanent loss** of use of the whole of or part of the lower half of the body.

Quadriplegia means:

The **permanent loss** of use of both arms and both legs.

Temporary Partial Disablement means:

The temporary inability of the **insured person** to participate in a substantial part of their usual employment, occupation or business activities, while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

Temporary Total Disablement means:

Temporary disablement which totally restricts an **insured person** from performing his or her usual occupation or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training.

Total Disablement means:

Disablement which totally restricts an **insured person** from performing his or her usual occupational or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training. If the **insured person** is not employed, it means disablement which prevents the **insured person** from participating in any and every occupation for the remainder of his or her life.

Additional Benefits

Exposure to the elements

If, as a result of a **bodily injury** occurring during the **insurance period**, an **insured person** is exposed to the elements and suffers from any of the **insured events** set out in any of the tables of **insured events** as a direct result of that exposure, **we** will pay **benefits** as provided for on the **schedule**.

Disappearance

If an **insured person** disappears, following the disappearance, wrecking or sinking during the **insurance period** of a **conveyance** in which the **insured person** was travelling and their body has not been found within one (1) year after the date of disappearance, we will pay a compensation on the assumption that the **insured person** died as a result of a **bodily injury** at the time of the disappearance, wrecking or sinking of the **conveyance**.



Return to work assistance

On the occurrence of **insured events** 28, 29, 30, or 31, **we** will reimburse expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the **insured person**, provided that such participation is undertaken with **our** written consent and the agreement of the **insured person's doctor**. This **benefit** will be limited to the actual costs incurred by the **insured person** not exceeding the amount stated in the **schedule**.

Escalation benefit (weekly benefit increase after 12 months)

After payment of the **benefit** amount under **insured events** 28, 29, 30, or 31 continuously for twelve (12) months, and again after for each subsequent period of twelve (12) months for which a **benefit** is payable the **benefit** will be increased by five percent (5%) per annum on a compound basis.

Transport to and from work benefit

On the occurrence of **insured events** 29 or 31 and in the event that an **insured person** requires transportation assistance in order to get to and from his or her usual place of employment due to his or her disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount as stated in the **schedule**. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **insured person**.

Re-imbursement of professional or membership fees

On the occurrence of any of **insured events** 1 – 8a, 9a, 28 or 30, and where an **insured person** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organisation directly related to their employment, **we** will reimburse the **insured person**, on a pro rata basis from the date of **bodily injury** or **sickness** for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount as stated in the **schedule** per membership.

Specified sickness

If, during the **insurance period** and whilst the **insured person** is on an overseas **journey**, the **insured person** dies within the first thirty-one (31) days of the **journey** solely and directly as a result of a **specified sickness**, **we** will pay a **benefit** up to the amount stated in the **schedule**.

We shall not pay a benefit with respect to:

I. any pre-existing condition or any specified sickness as a side effect or related to a pre-existing condition:

- II. a journey within the insured person's country of residence or where the journey did not originate from Australia or New Zealand:
- III. any person aged 65 years or over.

Corporate image/brand protection

If, during the insurance period, one or more insured persons suffers a bodily injury resulting in a valid claim or claims for insured events 1 or 2 in Table 1, and it is determined by us that the results of these insured events would harm the insured's corporate brand or image, we will reimburse you for costs (excluding your own internal costs) actually incurred to engage the services of public relations consultants, including the distribution of information through various media to protect the insured's brand or image. Any costs must be incurred within fifteen (15) days of the insured event and must be agreed to by us in our absolute discretion acting reasonably, with a signed undertaking that if the insured event is not covered under the policy this benefit will be returned to us. The maximum amount we will pay for this benefit is the amount stated in the schedule.

Guaranteed payment

If an **insured person** sustains a **bodily injury** or suffers a **sickness** for which **benefits** are payable under Events 28 or 30, and upon receipt of proper medical evidence from a **doctor** certifying that the total period of **temporary total disablement** will be a minimum of twenty-six (26) weeks, **we** will immediately pay twelve (12) weeks **benefits** as provided for on the **schedule**.

Coma benefit

If, during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains a **bodily injury** which directly causes or results in the **insured person** being in a state of continuous unconsciousness and the **insured person** or their legal representative presents **us** with a written opinion of a **doctor** which verifies that the direct cause of the continuous unconsciousness was the **bodily injury**, **we** will pay the **insured** or the **insured person** or the **insured person**'s legal representative a maximum up to the amount stated in the **schedule** for each day or part thereof of continuous unconsciousness.

Orphaned benefit

If, during the insurance period and whilst an insured person is on a journey, the insured person and their accompanying spouse/partner both suffer an accidental death resulting from the same event and they are survived by dependent child(ren), we will pay to the insured person's estate, in addition to any benefit payable under surviving children benefit, a lump sum benefit for each surviving dependent child subject to a maximum amount stated in the schedule.



Premature birth/miscarriage benefit

If, during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains a **bodily injury** which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **we** will pay the **insured person** a lump sum amount stated in the **schedule**.

Modification expenses

If, during the insurance period and whilst the insured person is on a journey, the insured person sustains an bodily injury for which a benefit is payable under Section 3 insured events 2 or 3, we will reimburse the insured person the actual costs incurred to modify the insured person's home and/or vehicle, or costs associated with relocating the insured person to a more suitable home, provided that evidence is presented from a doctor certifying the modification and/or relocation is medically necessary. The maximum amount we will pay under this benefit is stated in the schedule.

Unexpired membership benefit

If, during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains a **bodily injury** which results in a **benefit** being paid under **Section 3**:

- insured events 2 to 8b; or
- II. insured events 28 or 29 for which a doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks; and

it is certified by a **doctor** as preventing the **insured person** from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, **we** will pay the **insured person** a pro-rata refund of such fees paid for the current season or membership period, up to the amount stated in the **schedule**.

Chauffeur services

If, during the insurance period and whilst the insured person is on a journey, the insured person sustains a bodily injury or sickness for which benefits are payable under insured events 28, 29, 30 or 31, we will reimburse the insured person for a chauffeur or taxi service to and from the insured person's usual place of work and their usual place of residence if the insured person recovers sufficiently to return to work but is certified by a doctor as being unable to drive a vehicle or travel on public transport. The maximum amount we will pay under this benefit is stated in the schedule.

Conditions

These conditions apply to Section 3 in addition to the General Conditions applying to all sections of the policy.

- Benefits will not be payable for more than one of the insured events 1-18 arising out of the same bodily injury. In that event, the highest benefit applicable will be payable.
- Further, any benefit payable for insured events
 1-18 will be reduced by any benefit paid or payable for insured events 28 and 29 in respect of the same bodily injury.
- 3. No weekly **benefits** will be payable for **insured events** 28, 29, 30, or 31 greater than one hundred and fifty-six (156) weeks in total in respect of any one **bodily injury** or **sickness**.
- 4. Benefits will not be payable for more than one of the benefits described in Part B, Table 2 for insured events 19 to 23 inclusive or in Part C, Table 3 for insured events 24 to 27 inclusive, in respect of any one bodily injury or sickness.
- 5. Unless otherwise shown on the schedule, benefits payable to insured persons under eighteen (18) years of age for insured event 1, will be 10 percent (10%) of the lowest benefit shown in the Table of Benefits or \$50,000 whichever is the lesser, and with respect to insured events 2-18, the benefit will be limited to the lesser of the benefit shown on the schedule or \$250,000 unless otherwise specified.
- We will pay one-fifth (1/5th) of the weekly benefits for each day of disablement where disablement lasts for less than a week after expiry of the excess period for insured events 29 and 31.
- 7. The weekly benefits payable for insured events 28, 29, 30, or 31 will be reduced by the amount of any other weekly benefit the insured person is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation or any insurance policy specifically covering the same risk, so that the benefit payable under the policy will be the amount by which the benefit payable under the policy exceeds the other benefits to which the insured person is entitled.
- 8. If, as a result of bodily injury or sickness, benefits become payable under Part D or Part E and whilst the policy is in force, the insured person suffers a recurrence of insured events 28, 29, 30, and 31 from the same bodily injury or sickness, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the insured person has held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new bodily injury or sickness and a new excess period shall apply.

- Any benefit payable for insured events 1-18 for insured person's who have attained the age of eighty (80) and are under eighty five (85) years of age will be limited to the lesser of the sum insured shown on the schedule or \$500,000 unless otherwise specified.
- 10. Any benefit payable for insured events 1-18 for insured persons who have attained the age of eighty five (85) and are under ninety (90) years of age will be limited to the lesser of the sum insured shown on the schedule or \$250,000 unless otherwise specified.
- Any benefit payable for insured events 1-18 for insured persons who have attained the age of ninety (90) years will be limited to the lesser of the sum insured shown on the schedule or \$25,000 unless otherwise specified.
- 12. If the benefit payable with respect to insured events 1-18 is salary linked, the actual benefit payable for an insured person or a spouse/partner who is not in receipt of a salary will be limited to the lesser of the maximum sum insured shown on the schedule or \$250.000.
- 13. All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional **benefit** of this **policy** applies.
- 14. Unless an insured person otherwise directs, all benefits shall be paid to the insured person or, in the case of the insured person's death, to the insured person's legal personal representative.

Exclusions

These exclusions apply to Section 3 in addition to the General Exclusions applying to all sections of the policy.

- No benefits are payable where a journey is undertaken against the advice of a doctor or when the insured person is not fit to travel, or if the purpose of the journey is to enable the insured person to seek medical attention for a pre-existing condition.
- 2. No **benefits** are payable for **insured events** 2, 28, 29, 30 or 31 for any **insured person** over the age of eighty (80) years.
- No cover is provided for insured events 30 or 31
 with respect to any sickness which is wholly or partly
 attributable to childbirth or pregnancy except for
 unexpected medical complications or emergencies
 arising from it.



Section 4 – Luggage, **P**ersonal Effects and **Money Benefit**

If whilst on a journey during the insurance period:

- an insured person suffers the loss, damage or theft of their luggage, personal effects, business property or money, we will reimburse the insured person in respect of such loss, damage or theft up to the amount shown on the schedule;
- II. an insured person's luggage, personal effects or business property are delayed, mislaid or misdirected by a carrier for more than eight (8) consecutive hours, we will reimburse any reasonable expenses incurred by an insured person in purchasing essential replacement clothing and toiletries up to a maximum of \$3,000.

Specific Definitions

Business Property means:

Office equipment, business documentation, stationery and other instruments belonging to the **insured person** which are used for a business purpose.

Electronic Equipment means:

Any computers (including laptops, notebooks and tablets), mobile phones, global positioning devices, personal music/recording/ gaming devices, cameras/drones and other electronic items of a similar nature as deemed by **us**, which are intended for either personal or business use.

Loss means:

Items which are unrecoverable due to circumstances outside the control of the **insured person**.

Luggage and Personal Effects means:

Personal property belonging to the **insured person** or for which the **insured person** is legally responsible, including office equipment, taken on the **journey** or acquired during a **journey**, and includes:

- travel documentation such as passports, visas, drivers licence, birth certificates, insurance documents:
- II. electronic equipment;
- III. clothing, accessories and other wearable items, toiletries, and other related personal items.

Money means:

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

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.

Conditions

These conditions apply to Section 4 in addition to the General Conditions applying to all sections of the policy.

- Cover for money shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the journey whichever is the later.
- The insured person must take all reasonable steps to ensure the safety and protection and supervision of any luggage, personal effects, business property or money.
- Any loss of property must be substantiated by receipts or proof of purchase of articles claimed for, and withdrawal confirmation for any money lost or stolen.
- 4. The insured person must report any loss or damage caused by theft to the local police or appropriate authorities as soon as possible after the discovery of the loss, damage or theft and obtain a written report of such notification.
- Any loss or theft of automatic teller machine cards, 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.
- Where any payment is made under this section, we shall be entitled, as we see fit, to take and keep possession of any property for which a claim has been paid.
- The maximum amount we will pay for any one item, set or pair of items is the amount shown on the schedule under any one item limit.

Exclusions

These exclusions apply to Section 4 in addition to the General Exclusions applying to all sections of the policy.

We will not pay benefits under Section 4 for:

- loss or damage arising out of confiscation by customs officers or other authorities;
- any luggage, personal effects, business property and/or money that is shipped under a freight agreement, or items sent by postal or courier services;
- damage or loss as a result of electrical or mechanical breakdown of any item;
- damage or loss arises from wear and tear, deterioration, atmospheric or climatic conditions, insect, rodents, vermin, mould or any cleaning restoration or alteration process;
- 5. damage or loss of any software or electronic data;
- scratching or damage to fragile or brittle items as a result of negligence by the insured person;



- 7. where losses are due to devaluation of currency;
- 8. **loss** arising from contractual obligations in relation to any **electronic equipment**;
- luggage, personal effects, business property and/ or money left unattended unless securely locked inside a building or securely locked out of sight within a motor vehicle;
- jewellery, electronic equipment and/or money whilst carried in or on a conveyance unless accompanying an insured person as personal cabin luggage or in respect of jewellery it being worn by the insured person;
- 11. any goods intended for trade or sale. However, this exclusion does not apply to any such goods up to a maximum combined value of \$1,000.



Accident & Health

Section 5 – Loss of Deposits, Cancellation and Curtailment

Loss of Deposits and Cancellation

If, during the **insurance period** and prior to the commencement of a journey, an insured person incurs a loss of pre-paid travel and/ or accommodation expenses following the necessary cancellation or alteration of the insured person's journey, we will reimburse the insured person up to the amount shown on the schedule as

- the insured persons unexpected death, bodily injury or sickness which results in the insured person being certified by a doctor as being unable to commence the journey as planned;
- the unexpected death, serious injury or serious sickness of an insured person's relative, close business associate or accompanying person;
- any other unforeseen circumstances outside the control of the insured or insured person, not otherwise excluded under the policy.

We will reimburse the insured or the insured person the lesser of:

- the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance, including travel agents cancellation fee; or
- any additional cost necessarily incurred to make alterations to the original journey arrangements to travel at another time up to the amount shown on the **schedule**.

Cancellation and Curtailment

If, whilst on an overseas journey during the insurance period, an insured person incurs reasonable unbudgeted additional or forfeited travel and accommodation expenses and/or out of pocket expenses, following the necessary cancellation, alteration, or curtailment of the insured person's journey, we will reimburse the insured person up to the amount shown on the schedule due to:

- the insured persons unexpected death, bodily injury or sickness which results in the insured person being certified by a doctor as being unable to continue the journey as planned;
- the unexpected death, serious injury or serious sickness of an insured person's relative, close business associate or accompanying person;
- III. any other unforeseen circumstances outside the control of the insured or insured person, not otherwise excluded under the policy.

We will reimburse the insured or the insured person the lesser of:

the non-refundable unused portion of their forfeited travel or accommodation expenses paid in advance, including travel agents cancellation fee; or

any reasonable additional travel or accommodation expenses and/or out-of- pocket expenses necessarily incurred up to the amount shown on the schedule.

Additional Benefits

Reward points

If the travel or accommodation covered by Section 5 has been purchased through frequent flyer or similar reward points and the airline ticket, other travel or accommodation expense is subsequently cancelled or curtailed as a result of an unforeseen circumstance outside the control of the insured person, we will reimburse the lowest available retail price for those tickets or bookings at the time they were issued up to the amount shown on the schedule, provided the reward points are not recoverable from any other source.

Overbooked flight

Should an insured person be denied boarding on a confirmed scheduled flight due to overbooking, and no alternative transport is made available within eight (8) hours of the scheduled departure, we will pay up to the amount shown on the schedule for alternative travel arrangements, provided the insured person has not been compensated by the air carrier or any other third party.

Missed transport connection

If an insured person is on a journey authorised by the insured and is scheduled to attend a business meeting or conference, which cannot be delayed or rescheduled, and the insured person is delayed due to unforeseen circumstances outside his or her control resulting in a missed transport connection, we will reimburse the reasonable extra costs (less any recoveries that may be available to you or the insured person), necessarily required for the use of alternative public transport in order to arrive at his or her destination at the scheduled time up to the amount show on the schedule.

Conditions

These conditions apply to Section 5 in addition to the General Conditions applying to all sections of the policy.

Where a **insured person** has incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this policy. For example, if a person forfeits accommodation for a particular night, but also incurs expense of accommodation for the same night, only the greater expense shall be payable.



Exclusions

These exclusions apply to Section 5 in addition to the General Exclusions applying to all sections of the policy.

We will not pay any benefits for:

- a journey that is booked and/or undertaken against the advice of a doctor or when the insured person is not fit to travel, or if the purpose of the journey is to enable the insured person to seek medical treatment overseas;
- 2. the death of a **relative** or **accompanying** person with a known short life span;
- any costs incurred due to cancellation, alteration or curtailment of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior to the insured person booking their journey;
- any loss arising out of business, financial or contractual obligations of you or the insured person or any other person;
- carrier caused delays where the expenses are recoverable from the carrier or any costs incurred where they are recoverable from any other source;
- 6. any changes in plans or disinclination to travel on the part of the **insured person**;
- the inability of any travel provider, wholesaler or agent to fulfil arrangements due to the deficiency in required numbers of travellers to participate in the journey;
- civil unrest in circumstance where the civil unrest was in existence or there had been a published warning that such event were likely to occur prior to the insured person booking their journey.



Section 6 – Rental Vehicle Excess and Personal Vehicle Excess

Rental Vehicle Excess

If, whilst on a **journey** during the **insurance period**, an **insured person** hires or rents a car and that **rental vehicle** is damaged, stolen or involved in a collision whilst under the control of the **insured person**, we will reimburse the **rental vehicle excess** applying to the rental/hire agreement arising out of **loss** or damage to the **rental vehicle** including any third party **loss** or damage which **you** or the **insured person** become liable to pay or actual repair costs if lower than the **excess** up to the maximum amount shown on the **schedule**.

Personal Vehicle Excess

If, whilst on a **journey** during the **insurance period**, an **insured person** uses their own vehicle for business purposes and that vehicle is damaged in a collision with another vehicle whilst under the control of the **insured person**, **we** will reimburse the following expenses up to the maximum amount shown on the **schedule**:

- their motor vehicle insurance policy excess, or actual repair costs, if lower than the excess;
- II. any substantial cumulative loss of any no claim allowance on the insured person's motor vehicle insurance policy not otherwise recoverable from any other source;
- III. \$500 per week for the cost of hiring a similar car in the event of total loss of use of the insured person's damaged motor vehicle as a result of the collision.

The maximum amount **we** will pay in respect of any one (1) collision is:

- Up to \$2,000 for (I) and (II) above as a combined maximum limit; and
- II. Up to \$2,500 for (III);
- III. Up to a maximum of the amount shown on the schedule.

Additional Benefit

Towing expenses

If an **insured person** is on a **journey** during the **insurance period** and whilst driving a **rental vehicle** or their own car, is involved in a collision and the **rental vehicle** or own car is damaged rendering it un-driveable or the **insured person** is deemed by a **doctor** as not fit to drive as a result of an **bodily injury** or **sickness** suffered on a **journey**, **we** will reimburse the **insured** or the **insured person** up to the maximum amount stated in the **schedule** for towing expenses.

Specific Definitions

Rental Vehicle means:

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

Rental Vehicle Excess means:

The amount **you** or the **insured person** are legally liable to pay under the **rental vehicle** hiring agreement if the **rental vehicle** is involved in an **accident** or is stolen during the rental period.

Conditions

These conditions apply to Section 6 in addition to the *General Conditions applying to all sections* of the **policy**.

- As part of the arrangement for the rent or hire of the rental vehicle, the insured person must take out all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the rental vehicle during the rental period. Provided that the compulsory insurance has been taken up, there is no additional requirement under the policy to purchase excess buy back.
- The insured person must hold a valid driver's licence for the country in which the rental vehicle is to be driven.
- The rental vehicle must be hired from a licensed rental agency and all requirements of the rental agency must be complied with under the hiring agreement.
- No benefits are payable under personal vehicle excess benefit unless:
 - a. the vehicle is involved in a vehicle to vehicle collision;
 - the collision occurs while the motor vehicle is being used for the business purposes of the **insured** on a **journey** during the **insurance period**; and
 - c. the **insured person** was in control of the motor vehicle at the time of the collision.
- There is no cover for any form of towing expenses if the rental agreement or the insured person's comprehensive motor vehicle insurance policy, or roadside assistance agreement covers these expenses.



Exclusions

These exclusions apply to Section 6 in addition to the General Exclusions applying to all sections of the **policy**.

We will not pay any benefits under Section 6:

- if the insured person in charge of a rental vehicle or personal vehicle whilst under the influence of alcohol or a drug not prescribed by a doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
- 2. if the **rental vehicle** or personal vehicle is used for an illegal or criminal purpose;
- if the rental vehicle or personal vehicle is not comprehensively insured;
- if the rental vehicle or personal vehicle is used on any roadway other than on a public roadway (whether sealed or unsealed) which is maintained by a local council, shire, government body, company or private individual;
- loss or damage arising from the operation of the rental vehicle in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy.





If, whilst on a **journey** during the **insurance period**, an **insured person** is **kidnapped** or the subject of an **extortion**, **we** will reimburse the following expenses up to the maximum amount shown on the **schedule** for:

- I. the reasonable costs of retaining independent consultants with appropriate expertise for the exclusive function of, investigating the kidnap, negotiating the release of the insured person, paying extortion/ ransom monies or recovering the insured person provided that we have given our prior written consent to the use of such consultants; or
- extortion/ransom monies paid by you for a kidnap or extortion occurring during the insurance period;
- III. loss of extortion/ransom monies due to seizure, misappropriation, theft, or destruction, whilst being delivered to the person demanding those monies by anyone who is authorised by you or an insured person to have custody thereof, provided that the kidnap or extortion which gave rise to the delivery is covered under the policy.

We will also pay:

- reasonable payment made by you to a person providing information which leads to the arrest of the individuals responsible for a kidnap or extortion covered under the policy;
- usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of extortion/ransom monies;
- III. reasonable additional travel and accommodation expenses incurred by you or an insured person as a result of a kidnap or extortion that were not part of the original travel budget;
- IV. costs incurred in reuniting the insured person with his or her immediate family upon his or her release and the travel costs of an employee to replace the kidnap victim. Travel costs will be at an economy fare and we will only meet one fare for any insured person and replacement person in any one insurance period;
- V. salary paid by you to an insured person or on behalf of an insured person who is the victim of a kidnap or extortion until the earlier of:
 - i. sixty (60) days after the release of the insured person from a kidnap; or
 - ii. the confirmed date of the death during the period of the kidnap of the insured person; or

- iii. one hundred and eighty (180) days after you receive the last credible evidence that the insured person is still alive; or
- iv. five (5) years from the date of the kidnap, if the victim has not been released.
- VI. actual reasonable expenses of a qualified interpreter required by you or an insured person in the event of a kidnap or extortion;
- VII. any other reasonable and necessary expenses incurred by **you** with **our** prior approval in resolving a **kidnap** or **extortion** covered by the **policy**; and
- VIII. the actual, necessary and reasonable external expenses to engage an independent public relations firm, and/or cost associated with media broadcasts, to help protect and/or positively publicise your business and corporate image, up to a maximum amount of twenty thousand dollars (\$20,000) for any on kidnap or extortion. These expenses must be directly in connection with a kidnap or extortion and incurred within twenty-one (21) says thereof.

Specific Definitions

Detention/Detained means:

Restraint by way of custody or confinement against the **insured person's** will.

Extortion means:

To intimidate by a threat or series of threats to **kidnap** or cause **bodily injury** to the **insured person**.

Extortion/Ransom Monies means:

A consideration paid for the return of a **kidnap** victim or consideration paid to terminate or end an **extortion**, to a person believed to be responsible for the **kidnap** or **extortion** and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

Hijack/Hijacked means:

The unlawful seizure or wrongful exercising of control of a **conveyance**.

Kidnap means:

The illegal abduction and holding hostage of one or more **insured persons** for the purpose of demanding **extortion/ransom monies** as a condition of release. A joint **kidnap** of more than one **insured person** shall be considered a single **kidnap**.

Additional Benefits

Hijack & detention

If, during the **insurance period** and whilst an **insured person** is on a **journey** and is detained for a minimum period of twelve (12) continuous hours:

- as a result of the conveyance in which they are travelling being hijacked; or
- by any government state or lawful authority without being ultimately convicted of breaking the law of any country or state;

we will pay you or the insured person up to the sum insured shown on the schedule.

We will also pay **you** or the **insured person** the reasonable legal costs incurred up to the maximum of fifty thousand (\$50,000) dollars as a result of the **insured person** being falsely arrested or wrongfully detained whilst on a **journey**.

Conditions

These conditions apply to Section 7 in addition to the General Conditions applying to all sections of the policy.

 You and each and every insured person will make a reasonable effort not to disclose the existence of this insurance.

Exclusions

These exclusions apply to Section 7 in addition to the General Exclusions applying to all sections of the **policy**.

Benefits shall not be payable for:

- any loss resulting from the surrender of money, property or other consideration as the result of a physical face-to-face encounter involving the use of threat or force or physical violence unless such money or property are extortion/ransom monies being stored or transported for the purpose of paying an extortion or kidnap demand;
- any loss relating to the kidnap or extortion of an insured person occurring in their country of residence or a country where they have been residing or staying for more than one hundred and eighty (180) consecutive days at the time the kidnap or extortion occurs;
- any fraudulent or dishonest or criminal act committed by the insured or insured person or any person the insured authorises to have custody of extortion/ ransom monies.



Section 8 – Personal Safety, **P**olitical and Natural Disaster Evacuation

Personal Safety

If, an **insured person** is on a **journey** outside their **country of residence** during the **insurance period** and is in an emergency situation where their safety is threatened or they are at serious risk of **bodily injury** or **sickness**, **we** will provide assistance including evacuation where possible.

We will pay for the actual reasonable and necessary emergency, conveyance or accommodation expenses incurred for each insured person up to the amount shown on the schedule.

Search and Rescue

If, an **insured person** is on a **journey** outside their **country of residence** during the **insurance period** and they are reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

- it is known or believed that the insured person may have sustained a bodily injury or suffered a sickness: or
- II. weather or safety conditions are such that it becomes necessary to do so in order to prevent the insured person from sustaining a bodily injury or suffering a sickness

We will reimburse the **insured** in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities to search for such **insured person** and to bring them to the nearest place of safety up to the amount shown on the **schedule**.

Political and Natural Disaster Evacuation

If, an insured person is on a journey outside their country of residence during the insurance period and:

- I. after they have arrived in the country or region and it is unsafe for the insured person to remain in the country or region, due to a threat to the insured person's safety caused by:
 - i. insurrection, war, rebellion, civil unrest or political instability; or
 - ii. a major natural disaster; or
- II. the Australian Government through the Department of Foreign Affairs and Trade (DFAT), issues a travel warning recommending that certain categories or persons (which include the insured person) should leave that country; or
- III. it is advised or requested by officials of that country for the insured person to leave a foreign country; or
- IV. the insured person is expelled or declared persona non grata from that country; or

V. there is wholesale seizure, confiscation or expropriation of the insured person's property, plant or equipment in that country.

We will pay, up to the amount shown on the schedule, for:

- the cost of an economy class airfare for the insured person's return to his or her country of residence or the nearest place of safety; and
- II. the insured person's reasonable accommodation costs for a period not exceeding twenty one (21) days, if the insured person is unable to return to his or her country of residence.

Conditions

These conditions apply to Section 8 in addition to the General Conditions applying to all sections of the policy.

- If an insured person is required to leave the country they are travelling in, 360 Assist must be contacted beforehand to confirm cover. Where possible 360 Assist will make the travel arrangements and in all cases, we will decide where to send the insured person.
- The insured person must not knowingly endanger either their own life or the life of any other insured person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
- Expenses are only payable for the insured person's proportion of a search and rescue operation.
- 4. Costs will only be covered up to the point where the insured person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
- A written statement from the appropriate rescue authorities involved in a search and/or rescue must be obtained and provided to us in the event of a claim.
- 6. The maximum amount we will pay for all claims made under Section 8 during the insurance period by all insured persons shall not exceed the limit of liability shown on the schedule.



Exclusions

These exclusions apply to Section 8 in addition to the General Exclusions applying to all sections of the policy.

We will not pay any benefits:

- if you or the insured person violate the laws or regulations of the country from which the rescue or evacuation is to occur;
- 2. if **you** or the **insured person** fail to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation required for the country they are in;
- due to debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause:
- if you or an insured person breach any contractual obligations or bond to or fail to comply with any conditions in a licence, permit, visa or any similar authorisation;
- the insured person being evacuated from their country of residence;
- if the events that necessitated the insured person's evacuation were in existence or had already occurred before the insured person entered the country or its occurrence being foreseeable to a reasonable person before the insured person entered the country;
- 7. if the insured person has not complied at all times with local safety advice and adhered to recommendations prevalent at the time or has remained in country after a travel warning which recommends that travellers should leave the area and such warning or recommendation has been ignored.



Section 9 – Extra Territorial Workers Compensation

If, whilst on a **journey** during the **insurance period**, an **insured person** suffers or is involved in an event which results in the **insured** being liable for:

- any compensation benefits payable under any applicable workers' compensation legislation which provides benefits to injured workers or their dependents for accidental death, bodily injury or sickness arising out of or in the course of their employment; or
- damages consequently payable at common law, except where the entitlement arises solely under any statute, subject to any the limits of liability set out below.

We will indemnify you for that liability provided that:

- the insured person is your employee or is deemed by any applicable workers' compensation legislation to be a worker employed by you, and is employed within Australia in a managerial, clerical, administrative, technical or sales capacity and whose employment or engagement is to be performed substantially within Australia;
- II. you have a valid and current workers' compensation insurance policy covering your employee as required by the law of any Australian State or Territory; and
- III. the insured person is working on a temporary basis (not exceeding 6 months) outside the State or Territory in which his or her usual place of employment or employment base is located.

Limit of Liability

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

- I. in the case of a claim for compensation benefits, the difference between the benefits payable on the schedule and the amount which the insured person or their dependents are entitled to claim under any workers' compensation insurance which you were required to effect as described above, but not to exceed the amounts shown on the schedule;
- II. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by you and the amount of indemnity to which you would have been entitled under any workers compensation insurance which you were required to effect as described above, but not to exceed the amounts shown on the schedule;
- III. the **aggregate limits of liability** are amounts shown on the **schedule** and shall apply as follows:
 - i. weekly benefits limit is the limit of weekly compensation for each insured person;

- ii. damages, costs and expenses limit 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 person's;
- iii. aggregate limit of liability is the maximum for all compensation (including weekly compensation), damages, costs and expenses for all occurrences, events and accidents occurring during any one insurance period, whether involving one or more insured persons; and
- iv. any benefits otherwise payable under Sections 1 and 3 of this policy with respect to an insured person shall be reduced by the amount of any benefit payable under this section with respect to that insured person.

Conditions

These conditions apply to Section 9 in addition to the *General Conditions applying to all sections* of the **policy**.

 You must make available to us all required information and documentation in your possession that we request relating to any claim submitted by any insured person, including that of your workers compensation Insurer or other Insurers as we may reasonably require.

Exclusions

These exclusions apply to Section 9 in addition to the General Exclusions applying to all sections of the **policy**.

 There is no benefit payable with respect to exemplary, punitive or aggravated damages.



Section 10 – Personal Liability

If, whilst on a **journey** during the **insurance period**, an **insured person** becomes legally liable to pay damages, compensation or legal expenses in respect of either **bodily injury** to any person or **loss** of or damage to tangible property and such **bodily injury** or damage is caused by an **accident**, **we** will indemnify the **insured person** against such damages up to the amount shown on the **schedule**.

Additional Benefit

Court attendance

If the **insured person** is required to attend court in connection with an event that has resulted in a valid claim under this section, **we** will pay the **insured person** \$100 per day for each day he or she is required to attend court, up to a maximum amount as stated in the **schedule**.

Conditions

These conditions apply to Section 10 in addition to the *General Conditions applying to all sections* of the **policy**.

- No admission of liability, fault or guarantee of payment can be made without our prior written consent.
- We shall have full discretion in the handling of any proceedings involving the insured person at our discretion acting reasonably, including taking over and conducting any defence on the insured person's behalf.

Exclusions

These exclusions apply to Section 10 in addition to the General Exclusions applying to all sections of the **policy**.

We will not pay any benefits:

- relating to bodily injury to an insured person, or any relative normally residing with them;
- for bodily injury to an insured person or any employee arising out of the course of their employment;
- any damage to property or **bodily injury** arising out of the ownership, use or possession of any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft by **you** or an **insured person**;
- for loss of or damage to property owned by or in control of the insured person, or any relative normally residing with them;
- for any loss or damage or bodily injury arising as result of the insured person's business, trade or profession or professional advice given by you or the insured person;

- for any liability arising under any contract unless such liability would have arisen in the absence of such contract;
- for any liability for exemplary, punitive or aggravated damages; or
- 8. any wilful, malicious or unlawful act or omission.



Section 11 – Alternative Employee and Resumption of Assignment

If, during the insurance period, the insured necessarily incurs alternative employee expenses or resumption of assignment expenses, following the necessary cancellation or curtailment of the insured person's journey, we will reimburse the insured up to the amount shown on the schedule due to:

- the insured persons unexpected death, serious injury or serious sickness; or
- a claim being admitted and accepted for the cancellation or curtailment of an insured person's journey under Section 5 of the policy.

Specific Definitions

Alternative Employee Expenses means:

All reasonable and necessary travel expenses incurred in sending an **employee** to complete the business activities originally intended to be undertaken by the **insured person** on **your** behalf, limited to a business class return air flight and other essential expenses incurred in transportation of the **employee**.

Resumption of Journey Expenses means:

All reasonable and necessary travel expenses incurred in returning the **insured person** to recommence business activities undertaken on **your** behalf within ninety (90) days following an **insured event** under Sections 5 of the **policy**, limited to a business class return air flight and other essential expenses incurred in such transportation of the **insured person**. It does not include accommodation expenses.

Conditions

These conditions apply to Section 11 in addition to the *General Conditions applying to all sections* of the **policy**.

- Cover under Section 11 is for the cost of the same class of travel purchased by or for the insured person for the original journey and other essential costs incurred in either sending an alternative employee or returning the insured person to recommence the business activities or assignment of the insured.
- If a benefit is paid for alternative employee expenses, then no benefit shall be payable for resumption of assignment expenses for the same event.

Exclusions

These exclusions apply to Section 11 in addition to the General Exclusions applying to all sections of the **policy**.

We shall not pay any benefits:

- for a journey that is booked and/or undertaken against the advice of a doctor or when the insured person is not fit to travel, or if the purpose of the journey is to enable the insured person to seek medical treatment overseas;
- for costs that had been necessarily paid, budgeted for or incurred by the insured or insured person prior to commencement of a journey as part of the original travel budget for that journey;
- incurred directly or indirectly in relation to an insured person's terminal condition which was diagnosed by a doctor prior to the journey being booked.



Section 12 – Additional Benefits

Accidental Death of a Spouse/Partner

If, whilst the **insured person** is on a **journey** during the **insurance period**, the **spouse/partner** of the **insured person** suffers **accidental death** in Australia, **we** will pay the **insured person** the amount stated in the **schedule**.

Financial Planning Advice

If, whilst on a **journey** during the **insurance period**, an **insured person** dies or becomes entitled to payment of a **benefit** for any **insured event** from 2 to 9a (inclusive) in Table 1 under Section 3, Personal **Accident** & **Sickness**, **we** will pay up to the amount stated in the **schedule** for actual costs incurred by the **insured person**, or their **spouse/partner** to seek independent financial planning advice in the event the **insured person** can no longer perform their current duties for the **insured**. Advice must only be provided by someone that is not related to the **spouse/partner** or the **insured person** and who is licensed or authorised under the *Corporations Act 2001 (Cth)* to offer such advice.

Home Burglary Benefit

If, whilst the **insured person** is on a **journey** during the **insurance period**, he or she is the victim of a burglary from his or her home, we will contribute to any home contents insurance **policy excess** payment up to a maximum amount stated in the **schedule**. Conditions applying to Home Burglary **Benefit**:

- the home contents must be comprehensively insured at the time of the burglary and the burglary claim must be accepted by the insured person's home contents Insurer and written confirmation of such acceptance provided to us; and
- II. a supporting police report must also be supplied to us.

No **benefit** is payable should the burglary be found to have been committed by a **relative** or someone known to the **insured** or the **insured** person.

Identity Theft

Should an **insured person** be a victim of identity theft whilst on a **journey** during the **insurance period** as a result of the theft of documents, **we** will indemnify the **insured person** for reasonable legal and other expenses necessarily incurred with **our** consent, up to an aggregate maximum as stated in the **schedule** for:

- pursuing closure of, accounts, credit facilities or other facilities or commitments;
- resubmitting applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of identity theft;

- III. notarising affidavits or other similar documents, amending or rectifying records in regard to the insured person's true name or identity as the result of identity theft;
- IV. to defend any suit brought against the insured person by creditor or collection agency or any other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of identity theft;
- to remove any civil judgment wrongfully entered against the insured person as a result of identity theft.

Identity Theft - Keys And Locks

We will reimburse up to the amount stated in the **schedule** of the costs actually incurred for the replacement of keys and locks if an **insured person's** keys are stolen at the same time as the theft of the **insured person's** identity documents.

We will not pay any identity theft benefits for:

- any loss arising out of purchases, misrepresentations, contractual obligations, liabilities or charges in relation to identity theft;
- II. any identity theft that has not been reported to the police or for which a police report cannot be provided; or
- III. any identity theft that does not occur within twelve (12) months from the date the insured person's documents were stolen.

Spouse/Partner Re-Training Benefit

If, whilst on a journey during the insurance period, an insured person dies or suffers permanent total disablement as the result of a bodily injury, we will pay up to the amount stated in the schedule for actual costs incurred for either training or retraining of the insured person's spouse/partner to seek, gain or improve their prospects of employment, or improve the skills required to care for the insured person. Conditions applying to spouse/partner re-training benefit:

- the spouse/partner must be under the age of seventy (70) at the commencement of the training;
- the training must be carried out by a recognised provider of such training;
- III. the costs must be incurred within 24 months of the date of **bodily injury** or death; and
- IV. training or retraining must be for the sole purpose of obtaining gainful employment.

Surviving Children Benefit

If an **insured person** dies as a result of **bodily injury** whilst on a **journey** during the **insurance period**, **we** will pay up to the amount stated in the **schedule**.



General Exclusions & Conditions Applying to all Sections of the Policy

General Exclusions

No **benefits** are payable under any section of the **policy** for any **loss** resulting from or arising out of:

- bodily injury or sickness which is intentional, deliberate, self-inflicted or caused by an insured person, including suicide or attempted suicide, whether sane, insane or under any mental distress;
- 2. any criminal or illegal act committed by an **insured person**;
- war, civil war, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an insured person's country of residence;
- 4. an **insured person** flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers;
- 5. an **insured person** participating, training or taking part in **professional sports** of any kind;
- any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
- a sexually transmitted or transmissible disease or any infection or virus derived from a sexually transmitted or transmissible disease, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection and AIDS Related Complex (ARC);
- payments of any benefits which would constitute the carrying on of "health insurance business" as defined under any Commonwealth health legislation and regulations;
- professional or medical services rendered in any jurisdiction where we are prohibited by law from paying those expenses in that jurisdiction;
- payments of such claim or provision of such benefit that trade or economic sanctions or other laws or regulations prohibit us from providing the insurance.
- 11. any claim in any way caused by or resulting from:
 - a. Coronavirus disease (COVID-19)
 - Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
 - c. any mutation or variation of SARS-CoV-2
 - d. any fear or threat of a), b) or c) above

For example, your **policy** does not cover any claim, in any way caused by or resulting from a), b), c) or d) above, for:

- bodily injury or illness
- self-isolation or any quarantine requirements or restrictions in movement of people, goods or animals
- III. any travel advice or warning, or fear or threat of such advice or warning.

- 12. any **loss**, damage, liability, cost or expense caused deliberately or **accidentally** by:
 - a. the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device):
 - b. any computer virus;
 - c. any computer related hoax relating to a) and/orb) above.

However, subject to the terms and conditions of your **policy**, you are covered up to the amount(s) stated in the **schedule** for:

- Medical Expenses & Medical Evacuation (Section 1),
- Personal Accident Benefit (Section 3) and
- Loss of Deposits, Cancellation & Curtailment (Section 5)

as a result of your **serious sickness** or injury or death, or that of a **close business associate** or **relative** for claims arising under Section 5 (Loss of Deposits, Cancellation & Curtailment), due to any of a, b or c above."

General Conditions

1. Currency

Any claim or **benefits** paid under the **policy** will be paid in Australian Dollars (AUD) unless otherwise specified on the **schedule**.

2. Co-operation

- I. The insured and all insured persons will frankly and honestly provide us with all information and assistance reasonably required by us and or our representatives appointed by us in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle us to deny cover for the claim or loss, in whole or part.
- II. The insured and all insured persons will do all things reasonably practicable to avoid or reduce our liability in respect of any claim or loss.

3. Age limits

No **benefits** are payable under any section of the **policy** for any **insured person** over the age of one hundred (100) years.

4. Excess

Benefits under the **policy** may be subject to an **excess** which will be shown on the **schedule**. Where an **excess** is specified on the **schedule** the **insured** or **insured** person will be required to pay this **excess** before any **benefit** is payable under the **policy**.



5. Aggregate limit of Liability applicable to all sections of the policy excluding Sections 1, 5 and 10

We shall not be liable to pay any benefits under the policy (excluding benefits payable under Sections 1, 5 and 10) in excess of the aggregate limit of liability. If this amount is not adequate to pay all claims in full, then we will reduce the benefit payable to each insured person proportionately, so that the total of all payments does not exceed the aggregate limit of liability.

6. Sublimit of Liability applicable to all sections of the policy

We shall not be liable to pay any benefits under the policy in excess of the sublimit of liability applying to non-scheduled flights. If this amount is not adequate to pay all claims in full, we will reduce the benefit payable to each insured person proportionately, so that the total of all payments does not exceed the sublimit of liability.

7. Limit of Liability applicable to Sections 7, 8 and 9

We shall not be liable to pay any benefits in excess of the limits of liability shown against Sections 7, 8 and 9 for all claims made under each of those sections during the insurance period. If this amount is not adequate to pay all claims under such section in the insurance period in full, then we will reduce the benefit payable to each insured person proportionately, so that the total of all payments does not exceed the limit of liability shown on the schedule.

8. Subrogation and our right of recovery

We can exercise any right of recovery held by you or any insured person to the extent of any benefit payable under the policy. You or any insured person must not do anything that reduces such rights, and you or any insured person must provide us with all reasonable assistance to us in pursuing such rights.

If you or any insured person have agreed to not to seek compensation from another source that is liable to compensate you or any insured person in regards to a benefit payable under the policy, we will not cover you or any insured person under the policy for that loss, damage or liability.

9. Other insurance

In the event of a claim, the **insured** or an **insured person** must advise **us** as to any other insurance they are entitled to claim under or have access to that covers the same risk.

10. Governing Law and Jurisdiction

This **policy** is governed by the laws of the Commonwealth of Australia and the State or Territory where the **policy** was issued. Any disputes relating to interpretation shall be submitted to the exclusive jurisdiction of the Courts of Australia.





NSW

Suite 1, Level 18, 201 Kent St Sydney, NSW 2000

QLD

Suite 1, Level 22 345 Queen St Brisbane, QLD 4000