

DUAL Accident & Health

# Corporate Travel



**DUAL**

# DUAL Australia

Corporate Travel Insurance PDS and Policy Wording

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# Product Disclosure Statement (PDS)

## About DUAL Australia Pty Ltd

This PDS has been prepared by DUAL Australia Pty Limited ABN 16 107 553 257 (DUAL Australia).

DUAL Australia is an underwriting agency committed to delivering innovative insurance solutions to the accident and health insurance market. DUAL Australia forms part of DUAL International which is headquartered in London, the centre of the world's largest insurance marketplace. DUAL International was established in 1998 and DUAL Australia was established in 2004.

DUAL International is part of the Howden Group Holdings Limited (Howden Group). For more information about Howden Group visit: [www.howdengroupholdings.com](http://www.howdengroupholdings.com).

## Who is the Insurer?

The insurance is offered by DUAL Australia who underwrites exclusively on behalf of certain underwriters at Lloyd's of London (Lloyd's). Lloyd's is an Australian Prudential Regulation Authority (APRA) regulated insurer. The insurer is financially liable for any claims that come within the **policy**. DUAL Australia acts as an agent of Lloyd's under a binding authority to issue a **policy** to **you**.

DUAL Australia holds an Australian Financial Services Licence (AFSL) issued by the Australian Securities and Investment Commission (ASIC) (AFSL number: 280193). DUAL Australia does not provide any advice on the insurance to **you** and when issuing policies or handling insurance claims, it acts as an agent of the insurer.

## About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market, bringing together an outstanding concentration of underwriting expertise and talent. It is often the first to insure emerging, unusual and complex risks.

Around 80 syndicates are underwriting insurance at Lloyd's, covering all classes of business. Together they interact with thousands of brokers daily to create insurance solutions for businesses in over 200 countries and territories around the world.

## General Insurance Code of Practice

The Insurance Council of Australia has developed a General Insurance Code of Practice (the Code), that sets minimum standards a general insurer must meet in supplying its products and services and includes many standards in relation to:

- buying insurance;
- insurance claims;
- responding to catastrophes and disasters;
- information and education;
- complaints handling procedures;

- hardship and vulnerable customers; and
- code monitoring and enforcement.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and a subscriber to the Code. DUAL Australia is a proud supporter of the Code. **You** can obtain a copy of the Code from Lloyd's Australia or at [www.codeofpractice.com.au](http://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](http://www.insurancecode.org.au).

Lloyds' Australia is committed to assisting customers who may be affected by family violence. Its [Family Violence Policy](#) outlines principles and processes which its employees will follow to assist **you** if **you** are experiencing family violence. **If you are in immediate danger, please call 000.**

## 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 make an informed decision about whether to purchase the **policy**. This PDS contains important information required under the *Corporations Act 2001* (Cth) about the **policy** including the **benefits** and conditions, **your** rights as a client and other things **you** need to know in order 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 the **policy wording**.

## General Information

Any information contained within the **policy wording**, PDS or accompanying documents is general in nature only. **You** should read the information contained in this PDS carefully before taking out this insurance. For details about the terms and conditions of the insurance, read the **policy wording** following this PDS.

## Corporate Travel Insurance

The **policy** 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 the **policy wording** carefully to make sure that **you** understand its provisions. If **you** require any information, please contact **us** or **your** broker. All cover is subject to the payment of premium and the terms, conditions, exclusions and provisions of the **policy**.

# Summary Of The Main Features And 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 schedule** carefully. It outlines the sums insured, 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**, medical evacuation and additional expenses;
- cancellation, curtailment and loss of deposits;
- personal liability;
- personal accident;
- **kidnap, ransom and extortion**;
- global rescue and evacuation;
- alternative employee and resumption of assignment;
- global response emergency assistance;
- **hire car excess**, return of **hire car** and own car cover;
- missed transport connection;
- **luggage, personal effects and money**;
- **hijack** and detainment;
- extra territorial workers compensation; and
- benefits at home.

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

In addition to the above main **benefits**, this **policy** also entitles **you** to a number of additional **benefits**, which are described in more detail in the **policy wording**.

## Limitations On The Benefits Paid

There are limitations as to how much **we** will pay for **your** claim. The maximum amount **we** will pay for all claims under the **policy** during any one (1) **insurance period** is the **aggregate limit of liability** shown in **your 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 are also **sublimits** that apply and are shown on your **policy schedule** in relation to claims arising out of **non scheduled flights**. There are also specific **sublimits** 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, **war** or **civil war**, 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**. For example, some sections exclude events that have been direct or indirectly caused by, arise out of, or are in any way related or connected with a **cyber incident** or **cyber act**, as defined in this **policy**.

Specific age-related limits also apply to the **policy**. No **benefits** are payable under this **policy** for any **insured person** or any person (such as a **close business associate**, travelling companion, **accompanying** person or **relative**) over the age of eighty-five (85) years. Specific age limits and restrictions may also apply to each **benefit** included on this **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.

Some **insured events** relating to **temporary total disablement** and **temporary partial disablement** are subject to an **excess period**. This means that **you** cannot make a claim for **benefits** in relation to **insured events** that occur during the **excess period** stated in **your schedule**. Please refer to the **policy wording** and **your schedule** for more information.

# The Cost Of The Insurance Policy And Paying Your Premium

**We** will provide the cover described in the **policy wording**, subject to its terms and conditions, for the **insurance period**.

The cover under the **policy** commences upon the payment of the premium unless otherwise agreed in writing. The cost of **your policy** is the total premium including taxes and charges due as detailed on the **schedule**. It is calculated prior to the commencement of the **insurance period** based on the information **you** supply on **your** application form and the insurer's assessment of the risk. The cost of insurance is shown on **your** quote and includes taxes and statutory charges (such as stamp duty and GST).

Each year thereafter and prior to the **policy** anniversary, if **we** offer **you** terms to renew the **policy**, **we** will advise **you** of the premium for the new policy year. A premium adjustment may be charged by **us** for variations or endorsements to the **policy** that **you** request mid-policy year and **we** agree to provide.

The premium is calculated based on **your** specific risk profile which may include:

- a) the sums insured;
- b) the **insured person's** medical history, age and claims history;
- c) any restrictions or extensions to the **policy** cover; and
- d) previous insurance history.

**We** may increase or decrease **your** premium from the renewal date but **we** will advise **you** when **we** propose to do this.

# 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:

- a) cancel the **policy**; and
- b) decline any claim under 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. They will then approach **us** to provide **you** with a quotation.

# Your Duty of Disclosure

This **policy** is a consumer insurance contract.

Before entering into this insurance, **you** have a duty to take reasonable care not to make a misrepresentation to **us**.

**You** and other **insured person(s)** must answer questions **we** ask at the time of application with relevant and complete information and **you** must not misrepresent any information that **you** give to **us**. **You** have the same duty in relation to anyone else whom **you** want to be covered by the **policy**.

**You** also have this same duty before **you** renew, extend, vary or reinstate this **policy**.

If **you** fail to comply with **your** duty, and **we** would not have issued the **policy** for the same premium and on the same terms and conditions, **we** may be entitled to reduce **our** liability under the **policy** in respect of any claim or **we** may cancel the **policy**.

If **your** failure to comply with **your** duty is fraudulent, **we** may refuse to pay a claim and treat the **policy** as never having been in existence.

# 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** will retain a pro rata proportion of the premium subject to **our** usual short term premium for the time the **policy** has been in force and, **we** will pay any premium refund due to **you** within fifteen (15) business days of receipt of **your** request. 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 ('the 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 to **you** within fifteen (15) business days of receipt of **your** request. 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 by contacting **your** insurance broker.

**You** still have the right to cancel this **policy** after the cooling-off period ends. See the Cancelling **Your Policy** section above.

## Making A Claim

Should an incident occur which may give rise to a claim under this **policy**, **you** must make every endeavour to minimise the loss, damage or liability and **you** should notify **us** as soon as reasonably practical after the date of the occurrence and within the **insurance period** using the contact details below. **You** should ensure **you** include **your policy** number in this correspondence.

Email: [claims@dualaustralia.com.au](mailto:claims@dualaustralia.com.au)

The National Claims Manager

DUAL Australia Pty Ltd

Level 6, 160 Sussex Street,

Sydney NSW 2000

**Your** failure to furnish **us** with notice within the time provided in the **policy** will not invalidate any claim, but **we** may reduce **our** liability under the **policy** to the extent to which **we** have suffered any prejudice due to such failure.

**You** must at **your** expense provide **us** with such certificates, information and other documentation as **we** may reasonably require to assess **your** claim. **We** may at **our** own expense have any **insured**, who is the subject of a claim under this **policy**, medically examined from time to time.

**You** must follow all reasonable medical advice from a qualified **doctor** as soon as possible after sustaining **injury** or **sickness** and continue to follow the medical advice and medical treatment plan for the duration of **your** claim.

## Claim Offset

Except for Section 4, Table of **Insured Events** – Table 1 of the **policy wording**, any **benefit** covered under this **policy** will be reduced by the amount of any other benefit payable under any statutory workers' compensation or transport accident compensation scheme or legislation or any sick leave entitlement or any other insurance policy or any other source.

**We** will however pay the difference between what is payable under the statutory workers' compensation or transport accident compensation scheme or legislation, sick leave entitlement, other insurance policy or other source and what the **insured** or the **insured person** would be otherwise entitled to receive under the **policy**, where permissible by law.

# Privacy Statement

At DUAL Australia, **we** are committed to comply with the *Privacy Act 1988* (Cth) (Privacy Act) and the Australian Privacy Principles. **We** collect and manage **your** personal information to assess the risk of and provide insurance, and assess and manage claims. **We** may also use **your** contact details to send **you** information and offers about products and services that **we** believe will be of interest to **you**. **You** are required to disclose personal information to **us** (see **Your Duty of Disclosure** section above) if **you** wish to proceed with this contract. If **you** do not provide **us** with full information, **we** may not be able to provide insurance or assess a claim. If **you** provide **us** with information about someone else, **you** must obtain their consent to do so.

**Our** legal basis for managing **your** personal information is based on **your** consent and it is necessary to perform **our** service as agreed by **you**. **We** also have legitimate interests in collecting and managing **your** personal information and this includes things such as auditing, managing and improving **our** internal systems and procedures, developing and improving products and services, and managing claims.

**We** provide **your** information to the insurer when **we** issue and administer **your** insurance. When providing a quotation or insurance terms, **we** will tell **you** if the insurer is overseas and if so, where they are. **We** are part of the Howden Group and may provide **your** information to UK based Group entities who provide **us** with business support services.

**We** may also provide **your** information to **your** broker and **our** contracted third-party service providers (such as claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act. **We** keep **your** personal information only for as long as is reasonably necessary for the purpose for which it was collected, and for as long as **we** are required to by law, which is as long as **our** relationship with **you** plus seven (7) years after **you** cease dealing with **us**.

**Our** Privacy Policy contains information about how **you** can access the information **we** hold about **you**, ask **us** to correct it, or make a privacy related complaint. **You** can obtain a copy from **our** Privacy Officer by telephone (+61 (0)2 9248 6300), email ([privacy@dualaustralia.com.au](mailto:privacy@dualaustralia.com.au)) or by visiting **our** website ([dualinsurance.com](http://dualinsurance.com)).

By providing **us** with **your** personal information, **you** consent to its collection and use as outlined above and in **our** Privacy Policy.

## What to do if you have a complaint?

**You** are entitled to make a complaint to **us** and/or Lloyd's about any aspect of **your** relationship with **us**.

## Complaints Process

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 procedures. Please contact **your** Lloyd's insurance intermediary (**us**) or the administrator handling **your** claim in the first instance:

General Counsel Team

DUAL Australia Pty Ltd

Level 6, 160 Sussex Street,

Sydney NSW 2000

Telephone: 1300 769 772 (within Australia) or +61 2 9248 6300 (from overseas)

Website: [dualinsurance.com](http://dualinsurance.com)

Email: [complaints@dualaustralia.com.au](mailto:complaints@dualaustralia.com.au)

## Step 1

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

## Step 2

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. Their contact details are:

### Lloyd's Australia Limited

Suite 1603 Level 16,

1 Macquarie Place,

Sydney NSW 2000

Telephone: (02) 8298 0783

Email: [idraustralia@lloyds.com](mailto:idraustralia@lloyds.com)

A final decision will be provided to **you** within thirty (30) calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

## Step 3

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

### Australian Financial Complaints Authority (AFCA)

GPO Box 3,

Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

**Your** complaint must be referred to AFCA within two (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**.

## Service of Suit Clause (Australia)

The underwriters accepting this insurance agree that:

- (i) 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; and

- (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.

# Preparation Date

This PDS was prepared on 20 August 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.

# Contact details

DUAL Australia Pty Ltd

ABN 16 107 553 257

AFS Licence 280193

Level 6, 160 Sussex Street

Sydney NSW 2000

Telephone: 1300 769 772 (within Australia) or +61 2 9248 6300 (from overseas)

Website: [dualinsurance.com](http://dualinsurance.com)

Email: [dualenquiries@dualaustralia.com.au](mailto:dualenquiries@dualaustralia.com.au)

# Policy Wording

## General Definitions Under the Policy

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

In the **policy** and PDS:

**accident** means:

- a) an external event;
- b) which occurs fortuitously during the **insurance period**;
- c) which could not have been expected from the perspective of the **insured person**; and
- d) which results in any of the **insured events** within twelve (12) calendar months from the date of the **injury**.

**accident** includes those arising from a:

- i) **cyber act**; or
- ii) **cyber incident**.

**accidental death** means death occurring as a result of an **injury**.

**accompanying** means either travelling with or travelling separately from but with the intention of meeting, departing or continuing to travel with an **insured person**.

**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 3. **Non scheduled flights** and Sections 2, 5, 6 and 13 are limited according to the **sublimit of liability** and **limit of liability**. The **aggregate limit of liability** is shown in 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**.

**business equipment** means office equipment, business papers and stationery and includes the cost of reproducing such documents but excludes any research, development and travel costs.

**business owner** means a sole trader, sole proprietor or a **partner**.

**civil war** means armed opposition, whether declared or not, between two (2) 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 and/or the consequences of martial law.

**close business associate** means:

- a) a fellow **employee** of the **insured person** whose duties and responsibilities directly affect the **insured person's** work; or
- b) 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.

**computer system** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured** or any other party.

**conveyance** means:

- a) any mode of mechanical transportation including cars, coaches, buses, ships, taxis and trams, provided and operated by a carrier duly licensed for the regular transportation of fare paying passengers; and
- b) any aircraft provided and operated by an airline or an air charter company which is duly licensed for the regular transportation of fare paying passengers.

**country of residence** means the country in which the **insured person** normally resides and of which the **insured person** has **permanent** citizenship or is a permanent resident, or the country in which the **insured person** is residing on an overseas employment assignment.

**cyber act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

**cyber incident** means:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

**dentist** means an **insured person's** attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice who is not the **insured** or **insured person** or a **relative** of the **insured person**.

**dependant child** means an unmarried **dependant child**, step-child or legally adopted child of an **insured person** or their spouse and who lives with the **insured person** in the **country of residence** and who is under nineteen (19) years of age or under twenty-five (25) years of age if they are a full-time student and is primarily dependant on the **insured person** for support and maintenance.

**detention/detained/detainment** means restraint of **insured persons** by way of custody or confinement against their will.

**director** means a currently validly appointed executive or non-executive director of the **insured**.

**doctor** means a legally registered medical practitioner who is registered or licensed to practice medicine under the laws of the country in which they practice who is not the **insured** or **insured person** or a **relative** of the **insured person**.

**electrical goods** means personal computers, personal music devices, mobile phones, digital cameras and other devices determined by **us** to be electrical.

**emergency assistance company** means DUAL Assist or any other company that **we** engage to provide emergency assistance services.

**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.

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

**excess** means the amount shown on the **schedule** against any **benefit** which the **insured** must pay before any such **benefit** becomes payable under the **policy**.

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

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

**extortion** includes those arising from a:

- a) **cyber act**; or
- b) **cyber incident**.

**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.

**financial default** means insolvency, bankruptcy, receivership, administration (including voluntary administration), or any other financial default.

**fracture(d)** means a break or crack of a bone.

**hijack/hijacking** means the seizing of control of a **conveyance** on which the **insured person** is a passenger by persons using violence or threat of violence.

**hire car** means any hired or rented sedan, station wagon, hatchback, four wheel drive (4WD), all wheel drive (AWD) or any other non commercial or factory standard vehicle hired or rented from a licensed motor vehicle rental or hire company for the sole purpose of carrying the **insured person** on public roadways and does not include any other vehicle or other use. **Hire car** excludes motorcycles, mopeds, scooters, trucks, utility vehicles (utes), vans, buses, trailers, caravans, recreational vehicles (RV's), motorhomes.

**incidental private travel** means non-business related leisure travel either side of or during a **journey** not exceeding a total of twenty eight (28) days in duration.

**injury** means bodily injury to the **insured person** resulting from an **accident**. **Injury** does not include:

- a) **sickness** as defined;
- b) any consequences of an injury which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer;
- c) an aggravation of a pre-existing injury;
- d) any other **pre-existing condition**; or
- e) any degenerative condition.

**insurance period** means the period stated in the **schedule**. If **you** request that **we** renew the **policy** and **we** agree, then the **insurance period** also includes the period stated in the **schedule** **we** issue to **you** in respect of that renewal.

**insured** means the entity or entities specified as the **insured** in the **schedule**.

**insured event(s)** means the event(s) described in Sections 1 to 14 of this **policy** for which **we** have agreed to pay a **benefit**.

**insured person** means such person or persons as defined in the **schedule** with respect to whom premium has been paid.

**journey** means:

- a) business travel authorised by the **insured** as declared to **us** and which is more specifically described in the **schedule**;
- b) **incidental private travel** as declared to **us**; or
- c) **private travel** interstate and overseas declared to **us** for the **insured's directors**, Chief Executive Officer, Chief Financial Officer/Controller, Chief Operating Officer, General Manager and Company Secretary (and no other substituted person) and **business owner** and **partner** of the **insured** including any **accompanying spouse** and/or **dependent child(ren)**, provided the travel involves a pre-booked overnight stay or an airflight and does not exceed a total of twenty eight (28) days in duration.

A **journey** does not include:

- i. any travel that exceeds one hundred and eighty (180) days in duration unless agreed in writing by **us**; or

- ii. any regular commuting between the **insured person's** normal place of residence and normal place of business.

**kidnap** means the illegal abduction and holding hostage of one (1) or more **insured person** for the purpose of demanding **extortion/ransom monies** as a condition of release. A joint **kidnap** of more than one (1) **insured person** shall be considered a single **kidnap**.

**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 in the **schedule**.

**loss** means loss of, by physical severance, or total and **permanent** loss of the effective use of the part of the body referred to in the table of **insured events**.

**luggage and personal effects** means personal property belonging to the **insured person** or for which the **insured person** is legally responsible, taken on the **journey** or acquired during a **journey**, and includes:

- a) travel documentation such as passports, visas, drivers licence, birth certificates, insurance documents;
- b) **electrical goods**;
- c) clothing, accessories and other wearable items, toiletries, and other related personal items; and/or
- d) **business equipment**.

**manifest(s)** means, in respect of **injury** or **sickness**, the date on which the symptoms or consequences of that **injury** or **sickness** first become apparent to any **insured person**, or ought to have become apparent to a reasonable person in any **insured person's** position, whichever comes first. **Manifested** and **manifestation** have corresponding meanings.

**medical expenses** means all reasonable costs incurred for medical treatment incurred for **injury** or **sickness** outside the **insured person's country of residence** and incurred whilst on a **journey** 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**.

**money** means coins, bank notes, money orders, travellers cheques, cheques, and tangible credit or debit cards. **Money** does not include payment services and facilities accessed via a **computer system**.

**non scheduled flight** means any flight that is not operated by a licensed or authorised commercial carrier as regular public transport under a published flight schedule or timetable.

**partner** means a member in a registered partnership entity.

**permanent** means disablement lasting at least twelve (12) consecutive months from the date the injury **manifests**, which thereafter will, in all probability, continue for life.

**pre-existing condition** means:

- a) in respect of **injury**:
  - i. a condition with which **you** have sought medical treatment for or has **manifested** (whether diagnosed or not) prior to the inception of the **insured person's** cover under the **policy**.
- b) in respect of **sickness**:
  - i. a condition or side-effect with which **you** have sought medical treatment for or has **manifested** (whether diagnosed or not) prior to the inception of the **insured person's** cover under the **policy**.
  - ii. a condition caused by a **pre-existing condition**.

For the avoidance of doubt, any medical condition that the **insured person** has suffered from or been treated for prior to the inception of **your policy**, irrespective of whether a complete recovery has occurred, is still treated as a **pre-existing condition**.

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



**policy wording** means this document.

**private travel** means travel declared to **us** that is non-business related which:

- a) **we** have agreed to cover via endorsement after receiving a separate declaration in writing from **you**; or
- b) involves an aerial flight on a scheduled route on a commercial airline or a pre-booked overnight stay which does not exceed a total of twenty eight (28) days in duration and:
  - i. includes a destination that is interstate or overseas from the normal place of residence, or place of business of the **insured person**; and
  - ii. is taken by:
    - 1) the **insured's** Company **directors**, Chief Executive Officer, Chief Financial Officer/Controller, Chief Operating Officer, General Manager and Company Secretary and their **accompanying spouse** and/or **dependent child(ren)**; or
    - 2) the **insured's business owner** or **partner(s)** and their **accompanying spouse** and/or **dependent child(ren)**.

**public place** means any place the public has access to including but not limited to airports, beaches, hotel foyers and grounds, ports, private car parks, restaurants, shops and streets.

**relative** means the **spouse**, 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 eighty five (85) years of age and reside in the **insured person's country of residence**.

**salary** means:

- a) in the case of an **employee**, their weekly pre-tax income or wage, excluding any commission, bonuses, overtime payments and allowances, averaged over the twelve (12) month period immediately preceding the commencement of the disablement or over any shorter period for which they have been employed; or
- b) for a self employed person, the gross weekly income earned from personal exertion after the deduction of any expenses necessarily incurred in earning that income, averaged over the period of twelve (12) months prior to the **injury** or **sickness** or averaged over a shorter period if the **insured person** has been self employed in the current role for less than twelve (12) months.

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

**secure area** means the locked dashboard; glove compartment; boot or luggage compartment of a motor vehicle including the locked luggage compartment of a hatchback or estate provided all items are out of sight.

**serious injury** or **serious sickness** means a life threatening injury or sickness, as certified by a **doctor**, to a **relative**, **close business associate** or **accompanying** person of an **insured person**, that was unknown and unexpected prior to the booking or commencement of the **insured person's journey** and the **relative**, **close business associate** or **accompanying** person and:

- a) 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; and
- b) has not required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six (6) months immediately prior to the date the **insured person's journey** was booked; and
- c) did not have a terminal illness; and
- d) either one (1) of the following applies:
  - i. the person is a **relative** of the **insured person** and their treating **doctor** certifies that the **insured person** is required to remain with them or return to them:
    - 1) as their primary care giver; or
    - 2) due to the absolutely critical nature of the injury or sickness and its immediate threat to their life; or

- ii. the person is a **close business associate** or **accompanying** person, without whom the **insured person** cannot commence their **journey**.

**sickness** means any illness, disease or syndrome that occurs on a **journey** and which requires treatment by a **doctor**.

**spouse** means either the spouse, de-facto partner or partner through civil union of the **insured person**, who has co-habited with the **insured person** for no less than a period of three (3) consecutive months immediately preceding the **journey**.

**sublimit(s)** means, the limit is part of, and not in addition to, the limit that would otherwise apply to the loss.

**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 in the **schedule**.

**temporary partial disabled/ment** means the temporary inability of the **insured person** to participate in a substantial part of their usual employment, occupation or business activities directly caused by an **injury** or **sickness** while they are under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**, and that inability **manifests** during a **journey** and during the **insurance period**.

**temporary total disabled/ment** means temporary disablement directly caused by an **injury** or **sickness** that **manifests** during a **journey** and during the **insurance period** which totally prevents an **insured person** from performing their usual occupation or employment activities, or any other occupational or employment activities for which the **insured person** has the experience, skills, education or training while an **insured person** is under the regular care of and acting in accordance with the treatment, instructions or advice of a **doctor**.

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

**total disablement** means disablement directly caused by an **injury** or **sickness** that **manifests** on a **journey** and during the **insurance period** which totally prevents an **insured person** from performing their 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 their life.

**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 armed opposition, whether declared or not between two (2) countries, states or armed groups using force.

**we/our/us** means DUAL Australia Pty Ltd (ACN 107 553 257) as agent of the Underwriters.

**you/your** means the **insured** named in the **schedule**.

## Section 1 – Medical Expenses, Medical Evacuation and Additional Expenses

### 1. Medical Expenses and Medical Evacuation

If an **insured person** dies or suffers an **injury** or **sickness** on an overseas **journey** during the **insurance period**, **we** will pay the following expenses up to the maximum amount shown in the **schedule**:

- a) all reasonable 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 accidental death, injury or sickness**, for a period of up to twenty-four (24) months from the date of **injury** or **sickness**;
- b) all reasonable costs necessarily incurred outside the **insured person's country of residence** for emergency dental treatment administered by a **dentist** to resolve acute, spontaneous and unexpected onset of pain;

- c) expenses to repair, replace or adjust dentures as the direct result of an **injury** sustained by the **insured person** up to a maximum of two thousand five hundred (\$2,500) dollars;
- d) any 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 an **injury** or **sickness** which first **manifested** and for which treatment was first sought and received on a **journey** outside their **country of residence** however all payments are subject to the local legislation in the **country of residence**. If the **country of residence** is not Australia then the **benefits** payable are limited to a maximum amount of fifty thousand (\$50,000) dollars;
- e) expenses related to the **emergency medical evacuation** of an **insured person** including necessary expenses incurred for qualified medical staff to accompany the **insured person**, provided such evacuation is recommended by a **doctor**, is authorised by **our emergency assistance company** and is outside the **insured person's country of residence**;
- f) all reasonable expenses incurred in repatriating the **insured person** to the most suitable hospital or to the **insured person's country of residence** provided that such repatriation is as a direct result of the **insured person's injury** or **sickness**, is necessary on **doctor's** advice and is authorised by **our emergency assistance company**.

## 2. Additional Expenses

If an **insured person** incurs additional expenses during the **insurance period** and whilst on a **journey**, we will pay:

- a) travel, accommodation or out of pocket expenses reasonably and necessarily incurred up to the amount shown in the **schedule**, provided such expenses are authorised by the **emergency assistance company** where the expenses were incurred as a direct consequence of the **unexpected death, injury** or **sickness** of the **insured person** or a member of the **insured person's** travelling party (provided that all such persons are under the age of eighty five (85) years) occurring after the commencement of the **journey** and resulting in the **insured person** or any of those persons having to return to the point of origin of such travel; and
- b) reasonable travel and accommodation expenses as certified necessary by a **doctor**, of up to two (2) **relatives** or **accompanying** persons of the **insured person** who, as a result of the **insured person's injury** or **sickness**, are required to travel to, or remain with the **insured person**.

## 3. Additional Benefits

### a) Bed Confinement

If on a **journey** during the **insurance period**, an **insured person** is confined to bed under order of a **doctor** for a period greater than forty eight (48) hours, we will pay the **insured person** two hundred (\$200) dollars per day up to a maximum of thirty (30) days.

### b) Trauma Counselling

If 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 mass destruction by terrorism or **war**, or a disaster that is unforeseen and outside the control of any person, we will pay (on receipt of actual invoices) up to five hundred (\$500) dollars 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 ten thousand (\$10,000) dollars.

### c) Funeral Expenses and Return of Mortal Remains

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

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

## Section 1 – Conditions

These conditions apply to Section 1 in addition to the general conditions applying to all sections of the **policy**:

1. **We** reserve the right to evacuate or repatriate an **insured person** at **our** discretion. Our **emergency assistance company** will determine the most appropriate means of transport and destination for evacuation or repatriation based upon medical advice received from the **insured person's** treating **doctor** and/or the **emergency assistance company** medical advisor.
2. DUAL Assist (+61 2 8016 9210) must be notified as soon as reasonably practicable if the **insured person** is hospitalised or where **medical expenses, emergency medical evacuation** and additional expenses costs exceed or are likely to exceed five thousand (\$5,000) dollars in any one (1) event to confirm cover under the **policy**.

## Section 1 – Exclusions

These exclusions apply to Section 1 in addition to the general exclusions applying to all sections of the **policy**.

1. **We** shall not be liable to pay any **benefits** for **medical expenses** where the payment of any **benefit**:
  - a) would be considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or
  - b) is illegal or unlawful under the *National Health Act 1953* (Cth), the *Health Insurance Act 1973* (Cth) or any other Australian legislation, or
  - c) is illegal or unlawful under any law in any jurisdiction other than Australia, including under the laws of the **insured person's country of residence**.
2. **We** shall not be liable to pay any **benefits** which are directly or indirectly incurred 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.
3. **We** shall not be liable to pay any **benefits** which are directly or indirectly 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.
4. **We** shall not be liable to pay any **benefits** which are directly or indirectly incurred arising from treatment of the coronavirus disease (COVID-19) or related disease (which shall include, without limitation a disease which arises from another disease by a mutation or a re-assortment event), if at any material time the **insured person** has:
  - a) not complied always with Department of Foreign Affairs and Trade (DFAT) recommendations; and/or
  - b) travelled to a country where DFAT has or had issued a travel warning of "Do not travel" prior to the commencement of the **journey**, and that warning is current at the commencement of the **journey**; and/or
  - c) remained in a country after DFAT upgraded the relevant travel warning to "Do not travel" and ignored such warning or did not make any reasonable effort to leave the country immediately.

# Section 2 – Cancellation, Curtailment and Loss of Deposits

## 1. Cancellation and Curtailment

If an **insured person** is on a **journey** during the **insurance period** and:

- a) the **insured person**:
  - i. is unable to continue their **journey** as planned due to their **unexpected death, injury** or **sickness**, which is certified by a **doctor**; or

- ii. has to return to their **country of residence** due to the **unexpected death** or **serious injury** or **serious sickness** of their **relative, close business associate** or **accompanying** person provided that such person is under eighty five (85) years of age and whose treating **doctor** recommends such travel by the **insured person**; or
  - iii. is unable to continue their **journey** as planned or has to return to their **country of residence** due to any other circumstances not mentioned in paragraph (i) or (ii) that are unforeseen and outside the control of the **insured** or **insured person**; and
- b) it is therefore necessary for the **insured person** to cancel, alter or curtail their travel; and
- c) as a result of one (1) of the circumstances described in paragraph (a), the **insured person** incurs:
- i. a loss of travel arrangements paid in advance by the **insured** or the **insured person**;
  - ii. reasonable unanticipated additional expenses;
  - iii. forfeited travel or accommodation expenses;
  - iv. out of pocket expenses,

**we** will reimburse the **insured** or the **insured person** up to the amount shown on the **schedule** for those travel arrangements or expenses, subject to the exclusions and other provisions set out below.

## 2. Loss of Deposits

If an **insured person** has planned a **journey** and during the **insurance period**:

- a) the **insured person**:
- i. is unable to commence their **journey** as planned due to their **unexpected death, injury** or **sickness**, which is certified by a **doctor**;
  - ii. has to cancel their **journey** due to the **unexpected death** or **serious injury** or **serious sickness** of their **relative, close business associate** or **accompanying** person provided that such person is under eighty five (85) years of age; or
  - iii. is unable to commence their **journey** as planned or has to cancel their **journey** due to any other circumstances not mentioned in paragraph (i) or (ii) that are unforeseen and outside the control of the **insured** or **insured person**; and
- b) it is therefore necessary for the **insured person** to cancel, or alter their travel; and
- c) as a result of one (1) of the circumstances described in paragraph (a), the **insured person** incurs a loss of travel or accommodation arrangement paid in advance by the **insured** or the **insured person**,

**we** will reimburse the **insured** or the **insured person** up to the amount shown on the **schedule** for that loss subject to the exclusions and other provisions set out below.

## 3. Additional Benefits

### a) Reward Points

If the travel or accommodation covered by Section 2 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 in the **schedule**, provided the reward points are not recoverable from any other source.

### b) 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 two thousand five hundred (\$2,500) dollars for alternative travel arrangements, provided the **insured person** has not been compensated by the air carrier or any other third party.

### c) **Pet Boarding Expenses**

If on a **journey** during the **insurance period**, an **insured person** is unexpectedly delayed due to an unforeseen circumstance outside the control of the **insured** or the **insured person**, which results in their planned **journey** conclusion being delayed by more than twenty-four (24) hours, **we** will reimburse the **insured person** for the necessary and reasonable additional pet boarding costs incurred as a result of their delayed return up to two hundred and fifty (\$250) dollars per day to a maximum of two thousand five hundred (\$2,500) dollars.

## Section 2 – Conditions

These conditions apply to Section 2 in addition to the general conditions applying to all sections of the **policy**:

1. DUAL Assist (+61 2 8016 9210) must be notified as soon as reasonably practicable if cancellation and curtailment costs exceed or are likely to exceed five thousand (\$5,000) dollars in any one (1) event to confirm cover under the **policy**. DUAL Assist will also help with travel arrangements.
2. Where an **insured person** has incurred additional expenses as well as forfeited expenses, only the expense which is the greater incurred shall be payable under this **policy**. For example, if a person forfeits accommodation for a particular night due to an **insured event**, but also incurs expense of accommodation for the same night, only the greater expense shall be payable and not both expenses.

## Section 2 – Exclusions

These exclusions apply to Section 2 in addition to the general exclusions applying to all sections of the **policy**.

No **benefits** are payable under Section 2 of this **policy** for any loss or expense that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the following:

1. carrier caused delays where the expenses (including any refunds or travel credits) are recoverable from the carrier;
2. cancellation, alteration or curtailment where the **insured person** was aware prior to booking that the travel or accommodation services may be cancelled, altered or curtailed for any reason;
3. 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**;
4. a **journey** that was planned or undertaken:
  - a) against a **doctor's** advice; or
  - b) for the purpose of seeking medical treatment overseas or where the **insured person** is seeking medical treatment which is known to be required during the **journey**; or
  - c) while the **insured person** was not fit to travel;
5. any changes in plans or disinclination to travel on the part of the **insured person** or any other person travelling on the **journey**;
6. business, financial or contractual obligations of **you** or the **insured person** or any other person;
7. the death of a **relative, business associate or accompanying person** who an **insured person** knows has a short life span, or who has been diagnosed with a terminal condition by a **doctor** prior to a **journey** being booked;
8. for additional travel and accommodation expenses which are payable under another section or **benefit** of this **policy**;
9. as a result of **incidental private travel** or **private travel** or any other travel covered under this **policy** that is has not been conducted on the business of the **insured** in excess of five thousand (\$5,000) dollars per **insured person** up to a maximum of twenty thousand (\$20,000) dollars in any one (1) **insured event**;
10. coronavirus disease (COVID-19) or related disease (which shall include, without limitation a disease which arises from another disease by a mutation or a re-assortment event), or any fear or threat thereof;
11. cancellation, curtailment or diversion of transport services during the **journey**, provided there was prior warning that such events were likely to occur published in the mass media before the date **you** or any **insured person** booked or commenced the **journey**; or

12. despite any other provision of this **policy**, no **benefits** are payable under Section 2 of this **policy** for any **insured events** that have been directly or indirectly caused by, arise out of, or are in any way related to or connected directly or indirectly with a:
- a) **cyber act**; or
  - b) **cyber incident**.

## Section 3 – Personal Liability

If on a **journey** during the **insurance period** an **insured person** becomes legally liable for any accidental personal injury or physical damage to property **we** will indemnify the **insured person** up to the amount shown on the **schedule** for legal liability for:

- a) damages or compensation; and
- b) legal expenses, including defence costs.

### Section 3 – Conditions

These conditions apply to Section 3 in addition to the general conditions applying to all sections of the **policy**:

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

### Section 3 – 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** one hundred (\$100) dollars per day for each day they are required to attend Court, up to a maximum amount of one thousand dollars (\$1,000).

### Section 3 – Exclusions

These exclusions apply to Section 3 in addition to the general exclusions applying to all sections of the **policy**.

**We** will not pay any **benefits**:

1. relating to bodily injury to an **insured person**, or any **relative** normally residing with them;
2. for bodily injury to an **insured person** or any **employee** arising out of the course of their employment;
3. for loss of or damage to property owned by or in control of the **insured person**;
4. any damage or loss 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**;
5. 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**;
6. directly or indirectly arising from or connected with an act intentionally committed by an **insured person** which causes loss, damage or injury unless the action was reasonable and the intention of the action was to prevent or reduce loss, damage or injury to property or persons;
7. any act or omission that is done or made by an **insured person** with reckless disregard for its consequences;
8. an **insured person** being under the effects of alcohol, psychoactive, psycho pharmaceutical or psychotropic drug or substance;
9. for any liability arising under any contract unless such liability would have arisen in the absence of such contract; or
10. for any liability for exemplary, punitive or aggravated damages.

# Section 4 – Personal Accident

**Table 1 - Lump Sum Benefits - Injury**

We will pay **benefits** as set out in Table 1 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- a) the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- b) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- c) any **insured event** occurs within twelve (12) months of the **injury**; and
- d) any **insured event** occurs during the **insurance period**; and
- e) any **insured event** occurs whilst the **insured person** is on a **journey**.

**Table of Insured Events – Table 1**

Insured Events	Benefit
	As a percentage of the amount as shown against the schedule for Table 1 – Lump Sum Benefits
1. <b>Accidental death</b>	100%
2. <b>Permanent total disablement</b>	100%
3. <b>Permanent</b> and incurable paralysis of all <b>limbs</b>	100%
4. <b>Loss</b> of sight of both eyes	100%
5. <b>Loss</b> of sight one (1) eye	100%
6. <b>Loss</b> of one (1) or more <b>limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Loss</b> of the lens of both eyes	100%
9. <b>Loss</b> of the lens of one (1) eye	60%
10. <b>Loss</b> of hearing in both ears	100%
11. <b>Loss</b> of hearing in one (1) ear	20%
12. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
13. <b>Loss</b> of four (4) fingers and thumb of either <b>hand</b>	80%
14. <b>Loss</b> of four (4) fingers of either <b>hand</b>	50%
15. <b>Loss</b> of one thumb (two (2) joints) of either <b>hand</b> - each	30%
16. <b>Loss</b> of one thumb (one (1) joint) of either <b>hand</b> - each	15%
17. <b>Loss</b> of one finger (three (3) joints) of either <b>hand</b> - each	15%
18. <b>Loss</b> of one finger (two (2) joints) of either <b>hand</b> - each	10%
19. <b>Loss</b> of one finger (one (1) joint) of either <b>hand</b> - each	5%
20. <b>Loss</b> of all toes of either <b>foot</b>	15%
21. <b>Loss</b> of great toe (two (2) joints) of either <b>foot</b>	5%
22. <b>Loss</b> of great toe (one (1) joint) of either <b>foot</b>	3%
23. <b>Loss</b> of toes, other than great toe, of either <b>foot</b> - each toe	1%
24. <b>Fractured</b> leg or patella with established non union	10%



Insured Events	Benefit
	<b>As a percentage of the amount as shown against the schedule for Table 1 – Lump Sum Benefits</b>
25. Shortening of a leg by at least 5cm	7.5%
26. <b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 9 and 11-25 inclusive.	Such a percentage of the amount showing against the <b>schedule</b> as we shall in <b>our</b> absolute discretion determine and being in <b>our</b> opinion consistent with the <b>benefits</b> provided under <b>insured events</b> 9 and 11-25 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Table 1 - Lump Sum <b>Benefits</b> .

## Table 2 – Surgical Lump Sum Benefits - Injury Resulting in Surgery

We will pay **benefits** as set out in Table 2 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- a) the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- b) the **injury manifests** outside Australia; and
- c) the surgery comprising the **insured event** is undertaken outside and before the **insured person's** return to Australia; and
- d) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- e) any **insured event** occurs within twelve (12) months of the **injury**; and
- f) any **insured event** occurs during the **insurance period**; and
- g) any **insured event** occurs whilst the **insured person** is on a **journey**.

## Table of Insured Events – Table 2

Insured Events	Benefit
	<b>As a percentage of the amount as shown against the schedule for Table 2 – Lump Sum Benefits - Injury Resulting In Surgery</b>
27. Craniotomy	100%
28. Amputation of a limb	50%
29. <b>Fracture</b> of an arm or leg requiring open reduction	50%
30. Dislocation requiring open reduction	25%
31. Any other surgical procedure carried out under a general anaesthetic	5%

## Table 3 – Surgical Lump Sum Benefits - Sickness Resulting in Surgery

We will pay **benefits** as set out in Table 3 of the Table of **Insured Events** if, because of **sickness**, the **insured person** suffers any of the **insured events** listed below in Table 3, provided that:

- a) any **insured event** is solely and directly attributable to a **sickness** first **manifesting** itself outside Australia; and
- b) the **sickness manifests** during the **insurance period** while the person is an **insured person**; and

- c) the surgery comprising the **insured event** is undertaken outside and before the **insured person's** return to Australia; and
- d) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- e) any **insured event** must occur within twelve (12) months of the **sickness**; and
- f) any **insured event** occurs during the **insurance period**; and
- g) any **insured event** occurs whilst the **insured person** is on a **journey**.

### Table of Insured Events – Table 3

Insured Events	Benefit
	As a percentage of the amount as shown against the schedule for Table 2 – Lump Sum Benefits - Sickness Resulting In Surgery
32. Open heart surgical procedure	100%
33. Brain surgery	50%
34. Abdominal surgery carried out under general anaesthetic	50%
35. Any other surgical procedure carried out under a general anaesthetic	5%

### Table 4 – Weekly Benefits – Injury

We will pay **benefits** as set out in Table 4 of the Table of **Insured Events** and subject to the **benefit period, excess period** and percentage of **salary** shown on the **schedule** for an **injury** of the **insured person** if:

- a) the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- b) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- c) any **insured event** occurs within twelve (12) months of the **injury**; and
- d) any **insured event** occurs during the **insurance period**; and
- e) any **insured event** occurs whilst the **insured person** is on a **journey**.

### Table of Insured Events – Table 4

Insured Events	Benefit
36. <b>Temporary Total Disablement</b>	During such disablement, the weekly <b>benefit</b> shown on the <b>schedule</b> against Table 4 - weekly <b>Benefits – Injury</b> , but not exceeding the <b>salary</b> of the <b>insured person</b> .
37. <b>Temporary Partial Disablement</b>	<ul style="list-style-type: none"> <li>a) If the <b>insured person</b> returns to work in a reduced capacity, the <b>benefit</b> amount payable shall be the difference between the <b>benefit</b> payable for <b>insured event</b> 36 and the <b>salary</b> of the <b>insured person</b>; or</li> <li>b) If the <b>insured person</b> does not return to work, the <b>benefit</b> payable shall be 25% of the <b>benefit</b> payable for <b>insured event</b> 36.</li> </ul>

## Table 5 – Weekly Benefits – Sickness

We will pay **benefits** as set out in Table 5 of the Table of **Insured Events** and subject to the **benefit period, excess period** and percentage of **salary** shown on the **schedule** if, because of **sickness**, the **insured person** suffers any of the **insured events** listed below in Table 5, provided that:

- a) any **insured event** is solely and directly attributable to a **sickness**; and
- b) the **sickness manifests** during the **insurance period** and while the person is an **insured person**; and
- c) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- d) any **insured event** occurs within twelve (12) months of the **sickness**; and
- e) any **insured event** occurs during the **insurance period**; and
- f) any **insured event** occurs whilst the **insured person** is on a **journey**.

### Table of Insured Events – Table 5

Insured Events	Benefit
38. Temporary Total Disablement	During such disablement, the weekly <b>benefit</b> shown on the <b>schedule</b> against Table 5 - weekly <b>Benefits – Sickness</b> , but not exceeding the <b>salary</b> of the <b>insured person</b> .
39. Temporary Partial Disablement	<ol style="list-style-type: none"> <li>a) If the <b>insured person</b> returns to work in a reduced capacity, the <b>benefit</b> payable shall be the difference between the <b>benefit</b> payable for insured event 38 and the <b>salary</b> of the <b>insured person</b>; or</li> <li>b) If the <b>insured person</b> does not return to work, the <b>benefit</b> payable shall be 25% of the <b>benefit</b> payable for insured event 38.</li> </ol>

## Table 6 – Fractured Bones Benefits - Injury

We will pay **benefits** as set out in Table 6 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- a) the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- b) any **insured event** is directly caused by the **injury**; and
- c) an amount is showing on the **schedule** for that **insured event** against Section 4; and
- d) any **insured event** occurs within twelve (12) months of the **injury**; and
- e) any **insured event** occurs during the **insurance period**; and
- f) any **insured event** occurs whilst the **insured person** is on a **journey**.

### Table of Insured Events – Table 6

Insured Events	Benefit
Fracture of:	As a percentage of the Sum shown against the <b>schedule</b> for Table 6 – <b>Fractured Bones</b>
40. Neck, skull, or spine	100%
41. Hip, pelvis	75%
42. Shoulder blade	50%

Insured Events	Benefit
Fracture of:	As a percentage of the Sum shown against the <b>schedule</b> for Table 6 – <b>Fractured Bones</b>
43. Collarbone, upper leg	30%
44. Upper arm, kneecap, forearm, elbow	25%
45. Lower leg, jaw, wrist, cheek, ankle, <b>hand, foot</b>	20%
46. Rib	10%
47. Finger, thumb, toe	7.5%

## Table 7 – Dental Benefits - Injury

We will pay **benefits** as set out in Table 7 of the Table of **Insured Events** for an **injury** of the **insured person** if:

- the **injury** resulting in the **insured event** set out in the Table of **Insured Events** manifests during the **insurance period** while the person is an **insured person**; and
- any **insured event** is directly caused by the **injury**; and
- an amount is showing on the **schedule** for that **insured event** against Section 4; and
- any **insured event** occurs within twelve (12) months of the **injury**; and
- any **insured event** occurs during the **insurance period**; and
- any **insured event** occurs whilst the **insured person** is on a **journey**.

## Table of Insured Events – Table 7

Insured Events	Benefit
<b>Injury</b> resulting directly in the following dental treatment being carried out within twelve (12) months of the date of the <b>injury</b> :	As a percentage of the amount shown against the <b>schedule</b> for Table 7 – <b>Dental Benefits</b>
48. <b>Loss of teeth</b> resulting in prosthetic replacement - per <b>tooth</b>	100%
49. Damage to <b>teeth</b> resulting in prosthetic restoration - per <b>tooth</b>	50%

The maximum **benefit** payable with respect to any one (1) **injury** shall be two hundred and fifty (\$250) dollars per **tooth** up to a maximum of one thousand (\$1,000) dollars unless otherwise shown on the **schedule** against Table 7 - Dental **Benefits – Injury**.

## Section 4 – Additional Benefits

### a) Corporate Image/Brand Protection

If during the **insurance period** one (1) or more **insured persons** suffers an **injury** on a **journey** 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, 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 fifteen thousand (\$15,000) dollars.

b) **Disappearance**

If an **insured person** disappears following the disappearance, sinking or wrecking of a covered **conveyance** in which the **insured person** was travelling on a **journey** during the **insurance period**, and the **insured person's** body has not been found within twelve (12) months after the date of disappearance, **we** will pay a **benefit** for Section 4 **insured event 1** on the assumption that the **insured person** died as a result of an **injury** at the time of the disappearance, sinking or wrecking of the **conveyance**.

c) **Escalation of Weekly Benefit**

After payment of the **benefit** amount under **insured events 36, 37, 38, or 39** 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.

d) **Exposure to the Elements**

If as a result of an **injury** occurring whilst on a **journey** 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 in the **schedule**.

e) **Guaranteed Payment**

If an **insured person** sustains an **injury** or suffers a **sickness** for which **benefits** are payable under insured events 36 or 38, 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 in the **schedule**.

f) **Re-imbusement of professional or membership fees**

On the occurrence of any of **insured events 1 - 8, 10, 36 or 38**, 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 **injury** or **sickness** for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount of two hundred and fifty dollars (\$250) per membership.

g) **Return to work assistance**

On the occurrence of insured events 36, 37, 38, or 39, **we** will reimburse reasonable expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the insured person, provided that evidence is provided from your doctor certifying the need for the program. This benefit will be limited to the actual costs incurred by the insured person not exceeding ten thousand (\$10,000) dollars in total.

h) **Coma Benefit**

If during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains an **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 **injury**, **we** will pay the **insured** or the **insured person** or the **insured person's** legal representative a maximum of fifty (\$50) dollars per day to a maximum of ninety (90) days for each day or part thereof of continuous unconsciousness.

i) **Orphaned Benefit**

If during the **insurance period** and whilst an **insured person** is on a **journey**, the **insured person** and their **accompanying spouse** both suffer an **accidental death** resulting from the same event and they are survived by **dependant 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 **dependant child** subject to a maximum of five thousand (\$5,000) dollars per **dependant child** and fifteen thousand (\$15,000) dollars per family.

j) **Premature Birth / Miscarriage Benefit**

If during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains an **injury** which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, **we** will pay the **insured person** a lump sum of five thousand (\$5,000) dollars.

k) **Modification Expenses**

If during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains an **injury** for which a **benefit** is payable under Section 4 **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. The maximum amount **we** will pay under this **benefit** is ten thousand (\$10,000) dollars per **insured person**.

This **benefit** is only payable where evidence is provided from your **doctor** certifying that the modification or relocation is medically necessary. If an **insured person's doctor** and **our** appointed **doctor** make different recommendations, the recommendation of **our** appointed **doctor** will be the recommendation for the purpose of this clause (k).

l) **Unexpired Membership Benefit**

If during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains an **injury** which results in a **benefit** being paid under Section 4 – Personal Accident:

- a) **insured events** 2 to 9; or
- b) **insured events** 36 or 37 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 a maximum of two thousand five hundred (\$2,500) dollars per **insured person**.

m) **Chauffeur Services**

If during the **insurance period** and whilst the **insured person** is on a **journey**, the **insured person** sustains an **injury** or **sickness** for which **benefits** are payable under **insured events** 36, 37, 38 or 39, **we** will reimburse the **insured person** for a chauffeur, taxi service or rideshare 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 two thousand five hundred (\$2,500) dollars per **insured person**.

## Section 4 – Conditions

These conditions apply to Section 4 in addition to the general conditions applying to all sections of the **policy**:

1. Any **benefit** payable for **insured events** 1-26 will be reduced by any **benefit** paid or payable for **insured events** 36 and 37 in respect of the same **injury**.
2. No weekly **benefits** will be payable for **insured events** 36, 37, 38 or 39 greater than one hundred and fifty six (156) weeks in total in respect of any one (1) **injury** or **sickness**, except for **insured persons** who have attained the age of sixty (60) years to sixty five (65) years where the maximum **benefit period** is reduced to fifty two (52) weeks, **insured persons** aged sixty six (66) years up to seventy four (74) years the **benefit period** is reduced to twenty six (26) weeks unless otherwise stated on the **schedule**.
3. **Benefits** will not be payable for more than one (1) of the **benefits** described in Section 4, Table 2 for **insured events** 27 to 31 inclusive or in Section 4, Table 3 for **insured events** 32 to 35 inclusive, in respect of any one (1) **injury** or **sickness**.
4. **Benefits** payable for **insured events** 1 and 3 to 25, with respect to an **insured person** aged seventy five (75) or over is reduced to ten thousand (\$10,000) dollars, unless otherwise stated on the **schedule**.
5. Unless otherwise stated on the **schedule**, **benefits** payable to **insured persons** under eighteen (18) years of age are limited to twenty five thousand (\$25,000) dollars in respect of **insured event** 1, **accidental death**, and two hundred and fifty thousand (\$250,000) dollars in respect of **insured events** 2-26 disablement.
6. **We** will pay one-seventh (1/7th) 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** 37 and 39.

7. The weekly **benefits** payable for **insured events** 36, 37, 38 and 39, will be reduced by the amount of:
  - i. any other benefit the **insured person** is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation; and
  - ii. any insurance policy covering the same risk; and
  - iii. the amount of any sick pay received or monies paid or payable for the notice period in the event of a redundancy; and
  - iv. the proceeds of any judgment, award or settlement constituting or representing an entitlement to damages for past or future economic loss in respect of the facts, matters and circumstances which gave rise to the **benefits** paid under the **policy**; and
  - v. any disability entitlement, including payments arising under the National Disability Insurance Scheme.
8. The total **benefit** payable under the **policy** shall not exceed the percentage of **salary** of the **insured person** stated in the **schedule** against **insured events** 36 and 38 and/or the **salary** of the **insured person**.
9. If as a result of **injury** or **sickness**, **benefits** become payable under Section 4 and, whilst the **policy** is in force, the **insured person** suffers a recurrence of **insured events** 36, 37, 38 or 39 from the same **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 **injury** or **sickness** and a new **excess period** shall apply.
10. All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional **benefit** in Section 4 of this **policy** applies.
11. 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.
12. **Benefits** will cease if an **insured person** fails to procure and/or follow the advice of their **doctor** or **our** appointed **doctor** within a reasonable time, and includes but is not limited to them failing to participate in relevant rehabilitation and/or return to work programs as advised by their **doctor** or **our** appointed **doctor**.

For the purpose of this condition 12:

- i. rehabilitation means any treatment, therapy, procedure or program recommended and/or advised by the **insured person's doctor** or **our** appointed **doctor**; and
  - ii. if there is a difference of advice between the **insured person's doctor** or **our** appointed **doctor**, the advice of **our** appointed **doctor** will be the advice for the purposes of this condition 12.
13. **Benefits** will cease if an **insured person** fails to attend or participate in any attendances, consultations or investigations required by their **doctor** or **our** appointed **doctor** in the course of any relevant rehabilitation and/or returned to work programs described at condition number 12 above. For the purposes of this condition, "rehabilitation" has the same meaning as it does in condition 12.

## Section 4 – Exclusions

These exclusions apply to Section 4 in addition to the general exclusions applying to all sections of the **policy**:

1. **We** shall not be liable for any **benefits** which are directly or indirectly related to a **pre-existing condition**.
2. **Benefits** will not be payable for more than one (1) of the **insured events** 1-26 arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
3. No **benefits** are payable for any **insured person** aged seventy five (75) years or over for:
  - a) **insured events** 2 and 26 under Table 1;
  - b) 27 to 31 under Table 2;
  - c) 32 to 35 under Table 3;

- d) 36 and 37 under Table 4; and
  - e) 38 and 39 under Table 5.
4. No cover is provided for **insured events** 38 or 39 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.
  5. **We** shall not be liable for any **benefits** for **insured events** that have been directly caused by, arise out of or are in any way related to or connected with any of the following:
    - a) being under the influence of intoxicating liquor;
    - b) having a blood alcohol content over the prescribed legal limit whilst driving; or
    - c) being under the influence of any other drug unless it was prescribed by a **doctor** and taken in accordance with the **doctor's** advice.
  6. Any **benefit** payable for **insured events** 1-26 for **accidental death** or **injury** due to a sporting activity whilst on **private travel** or **incidental private travel** shall be limited to one hundred thousand (\$100,000) dollars or the amount stated in the **schedule**, or otherwise restricted in the wording, whichever is the lesser.
  7. Any **benefit** payable for **insured events** 36 or 37 for **injury** due to a sporting activity whilst on **private travel** or **incidental private travel** shall be limited to:
    - a) twenty six (26) weeks **benefit period**; and
    - b) a maximum of ten thousand (\$10,000) dollars in totalor the amount stated in the **schedule**, or otherwise restricted in the wording, whichever is the lesser.
  8. Any **benefit** payable for **insured events** 38 or 39 for **sickness** whilst on **private travel** or **incidental private travel** shall be reduced to nil.
  9. **We** shall not be liable for any **benefits** which are directly or indirectly caused by racing, time trials or practicing for such an event in any form, other than on foot.

## Section 5 – Kidnap, Ransom and Extortion

If whilst on a **journey** during the **insurance period** an **insured person** is **kidnapped**, we will reimburse **you** up to the amount shown on the **schedule** for:

- a) 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;
- b) **extortion/ransom monies** paid by **you** for a **kidnap** or **extortion** occurring during the **insurance period**; and
- c) loss of **extortion/ransom monies** due to seizure, misappropriation, theft, or destruction, whilst being delivered to a 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:

- d) reasonable payments 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**;
- e) usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of **extortion/ransom monies**;
- f) 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;



- g) **salary paid by you to an insured person** or on behalf of an **insured person** who is the victim of a **kidnap** up to:
  - i. sixty (60) days after the release of the **insured person** from a **kidnap**;
  - ii. the confirmed date of the death during the period of the **kidnap** of the **insured person**;
  - iii. one hundred and eighty (180) days after **you** receive the last credible evidence that the **insured person** is still alive; or
  - iv. thirty six (36) months from the date of the **kidnap**, if the victim has not been released;
- h) 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 (1) fare for any **insured person** and replacement person in any one (1) **insurance period**;
- i) actual reasonable expenses of a qualified interpreter required by **you** or an **insured person** in the event of a **kidnap** or **extortion**; and
- j) any other reasonable and necessary expenses incurred by **you** with **our** prior approval in resolving a **kidnap** or **extortion** covered by the **policy**.

## Section 5 – Conditions

These general conditions apply to Section 5 in addition to the general conditions applying to all Sections of the **policy**:

1. **You** and each and every **insured person** will make every reasonable effort not to disclose the existence of this **policy**.

## Section 5 – Exclusions

These exclusions apply to Section 5 in addition to the exclusions applying to all Sections of the **policy**.

**We** shall not be liable to pay any **benefits** for:

1. any loss resulting from the surrender of property, personal belongings or money as the result of a physical face-to-face encounter involving the use of threat or force or physical violence unless such property, personal belongings or money are **extortion/ransom monies** being stored or transported for the purpose of paying an **extortion** or **kidnap** demand;
2. any loss relating to the **kidnap** or **extortion** of an **insured person**, where the **insured person** is a permanent resident of, or has stayed for more than one hundred and eighty (180) consecutive days in, the country where the **kidnap** or **extortion** occurs;
3. any monies in excess of two hundred and fifty thousand (\$250,000) dollars with respect to a **kidnapping** occurring in Mexico or any country located in Central or South America;
4. any monies by way of reimbursement where, with respect to the particular **insured person**:
  - a) this type of Insurance has been declined, cancelled or issued with special conditions in the past; or
  - b) a **kidnapping** or attempted **kidnapping** has occurred in the past; or
  - c) an **extortion** demand has been made against that **insured person** in the past; or
5. despite any other provision of this **policy**, no **benefits** are payable under Section 5 of this **policy** for any **insured events** that have been directly or indirectly caused by, arise out of, or are in any way related to or connected directly or indirectly with a:
  - a) **cyber act**; or
  - b) **cyber incident**.

# Section 6 – Global Rescue and Evacuation

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

1. is in an emergency situation where:
  - a) the **insured person's** safety is threatened; or
  - b) the **insured person** is at serious risk of **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 in the **schedule**;
2. the **insured person** is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:
  - a) it is known or believed that the **insured person** may have sustained an **injury** or suffered a **sickness**; or
  - b) weather or safety conditions are such that it becomes necessary to do so in order to prevent the **insured person** from sustaining an **injury** or suffering a **sickness**,

**we** will reimburse **you** 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 a place of safety up to the amount shown in the **schedule**;
3. after the **insured person** has arrived in a country or region and:
  - a) 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
  - b) 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
  - c) it is advised or requested by officials of that country for the **insured person** to leave a foreign country; or
  - d) the **insured person** is expelled or declared persona non grata from that country; or
  - e) there is wholesale seizure, confiscation or expropriation of the **insured person's** property, plant or equipment in that country,

**we** will pay:

  - i. 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 up to a maximum of two hundred and fifty (\$250) dollars per day for a period not exceeding fourteen (14) days, if the **insured person** is unable to return to his or her **country of residence**.

## Section 6 – Conditions

These general conditions apply to Section 6 in addition to the general conditions applying to all Sections of the **policy**:

1. if an **insured person** requires evacuation or requires assistance to leave the country or region they are in, DUAL Assist (+61 2 8016 9210) must be contacted beforehand to confirm cover. Where possible DUAL Assist will make the travel arrangements and in all cases, **we** will decide where to send the **insured person**;

2. 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;
3. 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;
5. 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 6 during the **insurance period** by all **insured persons** shall not exceed the **limit of liability** shown in the **schedule** against Section 6.

## Section 6 – Exclusions

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

No **benefits** are payable under this Section 6 of the **policy** for any **insured event** for any loss or expense that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the following:

1. **you** or the **insured person** violate the laws or regulations of the country from which the rescue or evacuation is to occur;
2. **you** or the **insured person** fail to maintain immigration, work, residence or similar visas, permits or other similar authorisations;
3. due to debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
4. 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;
5. the **insured person** being evacuated from their **country of residence**;
6. 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 was foreseeable to a reasonable person before the **insured person** entered the country;
7. a failure by the **insured person** to comply at all times with local safety advice and adhere to recommendations prevalent at the time;
8. the **insured person** ignoring a travel warning which recommends that travelers should leave a country or area and instead remaining in that country after that warning has been issued;
9. any changes in plans or disinclination to travel on the part of the **insured person**;
10. 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**;
11. treatment of the coronavirus disease (COVID19) or related disease (which shall include, without limitation, a disease which arises from another disease by mutation or a re-assortment event), if at any material time the **insured person** has:
  - a) not complied always with DFAT recommendations; and/or
  - b) travelled to a country where DFAT has or had issued a travel warning of "Do not travel" prior to the commencement of the **journey**, and that warning is current at the commencement of the **journey**; and/or
  - c) remained in a country after DFAT upgraded the relevant travel warning to "Do not travel" and ignored such warning or did not make any reasonable effort to leave the country immediately.

12. despite any other provision of this **policy**, no **benefits** are payable under Section 6 of this **policy** for any **insured events** that have been directly or indirectly caused by, arise out of, or are in any way related to or connected directly or indirectly with a:
  - a) **cyber act**; or
  - b) **cyber incident**.

## Section 7 – Alternative Employee and Resumption of Assignment

If as a result of an **insured person** suffering an **injury** or **sickness** whilst on a **journey** during the **insurance period** resulting in repatriation to his or her **country of residence**, we will pay the necessary and reasonable costs up to the amount shown on the **schedule** for:

1. sending a replacement **employee** to complete the assignment or business activities of the **insured person**; or
2. the necessary and reasonable costs for returning the **insured person** to recommence their business activities or assignment within sixty (60) days of returning to Australia or their **country of residence** as result of their claim being admitted and accepted under Section 1 of this **policy**.

If as a result of an **insured person** suffering an **unexpected death** whilst on a **journey** during the **insurance period**, we will pay the necessary and reasonable costs up to the amount shown on the **schedule** for sending a replacement **employee** to complete the assignment or business activities of the **insured person**.

### Section 7 – Conditions

These general conditions apply to Section 7 in addition to the general conditions applying to all sections of the **policy**:

1. Cover under Section 7 is for the cost of the same class of travel purchased by or for the **insured person** for the original **journey** and other essential travel and accommodation costs incurred in either sending an alternative **employee** or returning the **insured person** to recommence the business activities or assignment of the **insured**.

### Section 7 – Exclusions

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

No **benefits** are payable under this Section 7 of the **policy** for any **insured event** for any loss or expense that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the following:

1. a **journey** undertaken against a **doctor's** advice or for the purpose of seeking medical treatment overseas, or where the **insured person** is not fit to travel; or
2. 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**.

# Section 8 – Global Response Emergency Assistance

If an **insured person** requires emergency assistance, the global response of **our emergency assistance company**, DUAL Assist is available to them.

Access DUAL Assist by calling the 24/7 Emergency Hotline reverse charge on the card that has been issued.

**To place a reverse charge call, contact the local operator and request to be put through to:**



This team includes **doctors**, ICU specialists, trusted security and intelligence personnel and provides approval and payment for all covered medical and security assistance.

Assistance services provided by DUAL Assist may include the following in accordance with the terms and conditions under this **policy**:

Medical Assistance	
24-hour medical advice with immediate access to <b>doctors</b> and nurses	Payment of overseas hospital bills
Advice on where to access the most appropriate and convenient medical facilities	Co-ordination of medical evacuations
Medical referral to specialist clinics, hospital and dental facilities	Organising the return home of incapacitated travellers with or without an escort
Evacuation and repatriation due to a medical emergency	Co-ordination of repatriation of mortal remains

Security Assistance and Travel Advice	
Evacuation and repatriation response from political unrest and natural disasters	Assistance with any personal safety or security threat
Search and rescue services	Assistance with any <b>kidnap</b> , <b>extortion</b> or ransom event or threat

Travel Assistance	
Assistance with replacing lost or stolen passports, tickets, credit cards or other travel documents	Assistance with rerouting of flights and itineraries due to delays or cancellations
Assistance with lost, stolen or delayed <b>luggage</b>	Access to international legal assistance
Cash advances where approved	Able to assist non-insured persons in the event of a travel related incident

## Travel Assistance

Arrange payment for accompanying family members in the event of an emergency	Informed communication between relevant parties in the event of an emergency
Escort minors in the event of an emergency	Assistance with claims submission
Translators or interpreters available where necessary	

# One Number, Worldwide Global Response

## Section 9 – Hire Car Excess, Return of Hire Car and Own Car Cover

### 1. Hire Car Excess and Return of Hire Car

If an **insured person** on a **journey** during the **insurance period** hires or rents a car and that **hire car** is damaged, stolen or involved in a collision whilst under the control of the **insured person**, we will reimburse **you** or the **insured person** up to the amount shown on the **schedule** for:

- a) the excess applying to the rental/hire agreement arising out of loss or damage to the **hire car** including any third party loss or damage which **you** or the **insured person** become liable to pay. However, if the actual costs of repairing or making good that loss or damage are lower than the excess, we will only reimburse **you** the amount of the actual costs; and
- b) the actual costs incurred by an **insured person** for the return of a **hire car** up to a maximum one thousand (\$1,000) dollars should the **insured person** be unable to fulfil their contractual obligations in returning a **hire car** due to unforeseen circumstances that give rise to a covered claim under any section of the **policy**.

**Hire car excess** is covered prior to commencement of the **journey** for up to twenty-four (24) hours and up to twenty-four (24) hours after the conclusion of a **journey**. Cover commences once the **hire car** is in the control of the **insured** or the **insured person** and concludes when it is returned to the **hire car** owner.

### 2. Own Car Cover

If an **insured person** uses their own motor vehicle whilst on a **journey** during the **insurance period** and:

- a. the vehicle is involved in a vehicle to vehicle collision; and
- b. the **insured person** was in control of the vehicle; and
- c. the collision occurs while the vehicle is being used for the business purposes of the **insured**; and
- d. the motor vehicle was comprehensively insured at the time of the collision,

we will reimburse the **insured person** for:

- i. 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; and
- iii. five hundred (\$500) dollars 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 two thousand five hundred (\$2,500) dollars.

### 3. Towing Expenses

If an **insured person** on a **journey** during the **insurance period** and:

- a) whilst driving a **hire car** or their own car, is involved in a collision and the **hire car** or own car is damaged rendering it un-driveable; or
- b) the **insured person** is deemed by a **doctor** or **dentist** as unfit to drive as a result of an **injury** or **sickness** suffered on a **journey**;

**we** will reimburse the **insured** or the **insured person** up to a maximum of one thousand (\$1,000) dollars for towing expenses.

### Section 9 – Conditions

These general conditions apply to Section 9 in addition to the general conditions applying to all sections of the **policy**:

1. The **insured person** must take out all comprehensive **hire car** insurance or Collision Damage Waiver (CDW) for loss or damage as offered by the rental/hire company except the excess buyback if the **benefit** shown in the **schedule** is higher than the excess on the **hire car** insurance for the duration of the rental period.
2. The **insured person** must hold a valid driver's licence for the country in which the motor vehicle or **hire car** is to be driven.
3. 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.

### Section 9 – Exclusions

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

**We** will not pay any **benefits** under Section 9 for any **insured event** that has been directly or indirectly caused by, arising out of, or in any way related to or connected with any of the following:

1. a **hire car** used for an illegal or criminal purpose;
2. a **hire car** or the **insured person's** own motor vehicle driven by or under the control of an **insured person** whilst the **insured person** or any person driving the vehicle with the consent of the **insured person** is under the influence of alcohol in excess of the prescribed legal limit or is affected by any prescribed or illegal drug or similar substance;
3. a **hire car** or the **insured person's** own motor vehicle being used on any roadway other than which is suitable for two wheel drive vehicles or is driven on an unsealed surface; or
4. a **hire car** used in violation of the terms and conditions of the hire/rental agreement or the **hire car** or the **insured person's** own motor vehicle being used in breach of the terms and conditions in the comprehensive motor vehicle insurance contract relating to that vehicle.

Additionally, **we** will not pay any **benefits** under Section 9:

5. in excess of the **benefit** shown in the **schedule**; or
6. if comprehensive hire car insurance or Collision Damage Waiver (CDW), as applicable, is not purchased as offered by the rental/hire company for the duration of the rental period.

## Section 10 – 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 of their control resulting in a missed transport connection, **we** will reimburse the reasonable un-budgeted additional travel expenses necessarily required for the use of alternative public transport in order to arrive at their destination at the scheduled time up to the amount shown on the **schedule**.

## Section 10 – Exclusions

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

No **benefits** are payable under this Section 10 of the **policy** for any **insured event** for any loss or expense that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with any of the following:

1. any personal, business, financial, contractual or employment obligations of the **insured** or the **insured person** or any other person; or
2. the failure of any tour operator, carrier, or wholesaler to fulfil any travel arrangements due to a deficiency in the required number of travellers to commence the **journey**.

Additionally, **we** will not pay any **benefits** under Section 10 for:

3. any 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**;
4. any changes in plans or disinclination to travel on the part of the **insured person**; or
5. despite any other provision of this **policy**, no **benefits** are payable under Section 10 of this **policy** for any **insured events** that have been directly or indirectly caused by, arise out of, or are in any way related to or connected directly or indirectly with a:
  - a) **cyber act**; or
  - b) **cyber incident**.

## Section 11 – Luggage, Personal Effects and Money Benefit

If on a **journey** during the **insurance period** an **insured person** suffers the loss, damage or theft of their **luggage**, **business equipment**, **personal effects** or **money**, **we** will reimburse the **insured person** in respect of such loss, damage or theft up to the amount shown on the **schedule**.

### Delayed Luggage and Personal Effects

If on a **journey** during the **insurance period** an **insured person's luggage and personal effects** are delayed, mislaid or misdirected by a carrier for more than eight (8) consecutive hours, **we** will reimburse reasonable expenses incurred by an **insured person** in purchasing essential replacement clothing and personal items up to the amount shown on the **schedule**.

### Section 11 – Conditions

These conditions apply to Section 11 in addition to the general conditions applying to all sections of the **policy**:

1. 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), and ends seventy two (72) hours after the **insured person's** arrival back in his or her **country of residence**;
2. the **insured person** shall take all reasonable steps to ensure the safety and protection and supervision of any **luggage and personal effects** or **money**;
3. 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. any loss through theft or loss by a third party must be substantiated with police reports in the case of theft or written reports from the carrier or other party responsible for the loss must be provided to **us** as soon as possible after the loss;



5. where any payment is made under this section, **we** are entitled, as **we** see fit, to take and keep possession of any property in respect of which a claim has been paid;
6. the maximum amount **we** will pay for any one (1) item, set or pair of items is the amount shown in the **schedule** under any one (1) item limit;
7. **we** will choose between repairing or replacing the items to a condition the same as when the loss occurred or paying the value of the item in cash.

## Section 11 – Exclusions

These exclusions apply to Section 11 in addition to the general exclusions applying to all sections of the policy. We will not pay benefits under Section 11 indirectly or directly caused by, or arising out of, or in any way related to or connected to any of the following:

1. damage or loss arising out of:
  - i. any electrical or mechanical breakdown of any item;
  - ii. any software or electronic data;
  - iii. scratching or damage to fragile or brittle items as a result of negligence by the **insured person**;
  - iv. wear and tear, deterioration, atmospheric or climatic conditions, insect, rodents, vermin, mould or any cleaning restoration or alteration process;
2. any **luggage and personal effects** and or **money** that is shipped under a freight agreement, or items sent by postal or courier services, or given to someone else other than an **accompanying** person;
3. any **luggage and personal effects** that is left unattended in a **public place**;
4. **money** losses due to devaluation of currency;
5. loss or damage arising out of confiscation by customs officers or other authorities;
6. **electrical goods** and **money** when left unattended:
  - i. in a **public place**;
  - ii. unless securely locked inside a building;
  - iii. whilst carried in or on a **conveyance**, unless accompanying the **insured person** as personal cabin luggage;
  - iv. in a motor vehicle overnight;
  - v. in a motor vehicle temporarily (not overnight) unless locked in a **secure area** where a maximum limit of two thousand (\$2,000) dollars any one (1) event applies;
7. jewellery when left unattended:
  - i. unless securely locked inside a building; or
  - ii. being worn by the **insured person** whilst carried on or in a **conveyance**;
8. loss arising from any mobile telephone contractual obligation;
9. any goods intended for trade or sale. However, this exclusion does not apply to any such goods up to a maximum combined value of one thousand (\$1,000) dollars;
10. household furniture and appliances and non portable business property, computers or electronic equipment;
11. vehicles or their accessories (except keys);
12. sporting equipment or bicycles whilst in use; or

13. despite any other provision of this **policy**, no **benefits** are payable under Section 11 of this **policy** for any **insured events** that have been directly or indirectly caused by, arise out of, or are in any way related to or connected directly or indirectly with a:
  - a) **cyber act**; or
  - b) **cyber incident**.

## Section 12 – Hijack and Detainment

### Hijack

If on a **journey** during the **insurance period**, an **insured person** is directly involved in a **hijack** and is forcibly **detained** by **hijackers** for a period of twelve (12) hours or more **we** will pay **you** or the **insured person** the daily amount as shown on the **schedule** against this section, for every day of **detention** up to the maximum period shown in the **schedule**.

### Detainment

If on a **journey** during the **insurance period**, an **insured person** is **detained** by any Government or other lawful state authority for any reason (other than specified in the exclusions to Section 12) for a period of twelve (12) hours or more **we** will pay **you** or the **insured person** the daily amount shown on the **schedule** against this section, for every day of **detention** up to the maximum amount shown on the **schedule**.

### Legal Expenses

In the event of an **insured person** incurring legal costs as a result of being **detained**, **we** will reimburse the **insured person** such legal costs up to the maximum amount shown for this **benefit** in the **schedule**.

### Section 12 – Exclusion

This exclusion applies to Section 12 in addition to the general exclusions applying to all sections of the **policy**:

1. **We** shall not be liable for any **detention** that has been directly or indirectly caused by, arising out of, or in any way related to or connected directly or indirectly with the **insured person** breaking the law of any country or state.

## Section 13 – Extra Territorial Workers Compensation

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

- a) any compensation benefits payable under any applicable workers' compensation legislation which provides for payment of compensation to injured workers or their dependants for death, personal injury or occupational disease arising out of or in the course of employment; or
- b) damages at law (but not where entitlement arises solely under any statute) arising out of the death, injury or occupational disease suffered by an **insured person** as a result of an accident or occurrence happening during the **insurance period**,

**we** will indemnify **you** for that liability provided that:

- a) 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; and
- b) **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

- c) the **insured person** is working on a temporary basis (not exceeding six (6) months) outside the Australian State or Territory in which their usual place of employment or employment base is located.

## Section 13 – Limit of Liability

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

1. In the case of a claim for compensation benefits, to the limit is the difference between the **benefits** payable in 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**.
2. In the case of a claim for damages at common law, the limit is 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**.
3. The **benefits and limits of liability** are amounts shown on the **schedule** and shall apply as follows:
  - a) weekly **benefits** limit is the limit of weekly compensation for each **insured person**;
  - b) damages, costs and expenses limit is the aggregate damages in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more **insured person's**; and
  - c) **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 (1) **insurance period**, whether involving one (1) or more **insured persons**.

## Section 13 – Conditions

These conditions apply to Section 13 in addition to the general conditions applying to all sections of the policy:

1. **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.

## Section 13 – Exclusions

This exclusion applies to Section 13 in addition to the general exclusions applying to all sections of the **policy**:

1. There is no **benefit** payable under Section 13 with respect to exemplary, punitive or aggravated damages.

# Section 14 – Benefits at Home

## 1. Accidental Death of a Spouse

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

## 2. 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 10 (inclusive) in Table 1 under Section 4 - Personal Accident, **we** will pay the actual costs incurred by the **insured person** or their **spouse** 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** or the **insured person** and who is licensed or authorised under the *Corporations Act 2001* (Cth) to offer such advice. The maximum **benefit** **we** will pay is shown on the **schedule**.

### 3. Home Burglary Benefit

If an **insured person** is the victim of a burglary at their home while they are on a **journey** during the **insurance period**, **we** will contribute to any home contents insurance policy excess payment up to the amount shown on the **schedule**.

Conditions applying to Home Burglary **Benefit**:

- a) 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**.
- b) A supporting police report must also be supplied to **us**.

**We** will not pay:

- a) any **benefits** should the burglary be found to have been committed by a **relative** or someone known to the **insured** or the **insured person**; or
- b) any **benefit** if the **insured person's** home has been unoccupied for more than sixty (60) consecutive days.

### 4. 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 amount shown on the **schedule** for,

- a) pursuing closure of, accounts, credit facilities or other facilities or commitments;
- b) 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;
- c) notarising affidavits or other similar documents, amending or rectifying records in regard to the **insured person's** true name or identity as the result of identity theft;
- d) to defend any suit brought against the **insured person** by 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;
- e) 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 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:

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

The maximum **benefit** **we** will pay is shown on the **schedule**.

### 5. Spouse 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 **injury**, **we** will pay for actual costs incurred for either training or retraining of the **insured person's** **spouse** to seek, gain or improve their prospects of employment, or improve the skills required to care for the **insured person**.

Conditions applying to **spouse** re-training **benefit**:

- a) the **spouse** must be under the age of sixty (60) at the commencement of the training; and
- b) the training must be carried out by a recognised provider of such training; and
- c) the costs must be incurred with twelve (12) months of the date of **injury** or death.

The maximum **benefit we** will pay is shown on the **schedule**.

## 6. Surviving Children Benefit

If an **insured person** dies as a result of **injury** whilst on a **journey** during the **insurance period** we will pay a **benefit** per **dependant child**.

The maximum **benefit we** will pay is shown on the **schedule**.

# General Exclusions Applying to all Sections of the Policy

No **benefits** are payable under this **policy** for any **insured event** for any loss or expense that has been directly or indirectly caused by, arising out of, or directly or indirectly, with any of the following:

1. **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 fraudulent, dishonest, criminal or illegal act committed by the **insured** or an **insured person** or any person **you** or an **insured person** authorises to carry out such fraudulent, dishonest, illegal or criminal act;
3. **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**, or any of the following countries: Afghanistan, Iraq, Israel, Somalia, Pakistan, Sudan or Syria;
4. an **insured person** flying in an aircraft or aerial device 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;
6. the use of and in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
7. a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
8. the refusal, failure or inability of any person, company or organisation to provide services, facilities or accommodation (including the refund or credit thereof), by reason of their own **financial default** or the **financial default** of any person, company or organisation with whom or with which they deal. To avoid doubt, the persons, companies and organisations referred to in this exclusion include airlines, travel agents, tour operators, hotel or train operators, coach operators, car hire companies, caravan sites, campsite operators, safari operators, excursion operators, or operators of theme parks or attractions, or any other provider of travel or tourism related services;
9. an **insured person** being diagnosed by a **doctor** with a terminal condition prior to a **journey** being booked; or
10. errors or omissions in any booking arrangements or failure to obtain relevant visa, passport or travel documents.

Additionally, no **benefits** are payable under this **policy** if:

1. the payment of any **benefit**:
  - a) would be considered to be 'health insurance business' as defined in the *Private Health Insurance Act 2007* (Cth) and its regulations, or

- b) would be illegal or unlawful under any law in any jurisdiction, including under the *National Health Act 1953* (Cth) or the *Health Insurance Act 1973* (Cth);
2. trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance or paying a claim or **benefit**; or
3. the loss or expense comprising a claim (or part of a claim) for **benefits** is recoverable from any other source.

## General Conditions Applying to all Sections of the Policy

### 1. Aggregate limit of liability applicable to all sections of the policy excluding Sections 1 and 3

We shall not be liable to pay any **benefits** under the **policy** (excluding **benefits** payable under Section 1 and 3) 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**.

### 2. 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**.

### 3. Limit of liability applicable to Section 2 of the policy

We shall not be liable to pay any **benefits** in excess of the **limit of liability** shown against Section 2, for all claims made for **private travel** and **incidental private travel** in any one (1) event. 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 in the **schedule**.

### 4. Limit of liability applicable to Sections 5, 6 and 13 of the policy

We shall not be liable to pay any **benefits** in excess of the **limits of liability** respectively shown against Sections 5, 6 and 13 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 in the **schedule**.

### 5. Limit of liability applying to claims resulting from war or civil war

We shall not be liable to pay any **benefits** under the **policy** in excess of one hundred thousand (\$100,000) dollars for all claims arising out of any one (1) event or in excess of five hundred thousand (\$500,000) dollars in the aggregate for all claims arising under the **policy** during the **insurance period** that are directly or indirectly caused by, arise out of or are in any way related to or connected with **war** or **civil war**.

### 6. Age limit

No **benefits** are payable under any section of the **policy** for any **insured person** over the age of eighty five (85) years. Specific age limits and restrictions may also apply to each **benefit** included on this **policy**. Please refer to each Section for full details.

## 7. Excess

**Benefits** under the **policy** may be subject to an **excess** which will be shown in the **schedule**.

Where an **excess** is specified in the **schedule** the **insured** or **insured person** will be required to pay this **excess** before any **benefit** is payable under the **policy**.

## 8. Currency

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

## 9. Governing Law and Jurisdiction

The **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.

## 10. Co-operation

- a) **You** or any **insured person** will frankly and honestly provide **us** with all information and assistance 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.
- b) **You** or any **insured person** will do all things reasonably practicable to minimise **our** liability in respect of any claim or loss.

## 11. 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**. If **we** pay a **benefit** under the **policy** to **you** or any **insured person**, then, to the extent **you** or the **insured person** may have a cause of action for loss or damage against any third party in respect of the facts, matters and circumstances which gave to the **benefit** being paid under the **policy**, then **we** have a right of subrogation and repayment including any claim for interest by way of an action which may be brought in the name of **you** and/or the **insured person** against such third party. **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 pay compensation to **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.

If **you** or any **insured person** brings a claim for loss or damage in **your** or their own name against a third party in respect of the facts, matters and circumstances which gives rise to the **benefit** being paid under the **policy**, then **you** or any **insured person** must include in **your** or their claim any payments which may be recoverable from the third party including a claim for interest (recoverable payments). Should **you** or any **insured person** recover damages against the third party either by way of settlement or judgment then **you** or the **insured person** must repay to **us** out of any such damages the recoverable payments which the **insured** received under this **policy**. **We** will provide reasonable cooperation to the **insured person** and their legal advisors in bringing any such action.

## 12. Other Insurance

In the event of a claim **you** or an **insured person** must inform **us** of any other insurance **you** or the **insured person** may have covering the same risk.

## 13. Territorial Limits

The territorial limit is worldwide except where otherwise limited in the **policy**.

## 14. Several Liability of Underwriters

The obligations of **our** subscribing Underwriters, where there is more than one (1) Underwriter subscribing to the **policy**, are several and not joint and are limited solely to the extent of their individual subscriptions. No subscribing Underwriter is responsible for the subscription of any co-subscribing Underwriter who, for any reason, does not satisfy all or part of its obligations.

## 15. Cover Under More than one Policy with us

Where an **insured person** is covered under another insurance policy with **us** in respect of the same benefits as provided under Section 4 - Personal Accident of this **policy**, **we** shall only pay the **benefit** once and the amount payable shall be the higher of the two (2) policy limits applicable.

## 16. Alteration of Risk

If **you** make any changes, or become aware of any changes, or if **you** make any changes to **your** business activities, that are likely to increase the risk of a claim under this **policy**, **you** must tell **us** as soon as **you** become aware of the changes.

## 17. Cyber Acts and Cyber Incidents

This **policy** contains exclusions or limitations relating to certain **cyber acts** or **cyber incidents**. Subject always to these exclusions or limitations, any amounts payable under the **policy** due to a **cyber act** or **cyber incident** will be payable, subject to all other terms, conditions, warranties, exclusions and endorsements of this **policy**.

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