

Business Travel Insurance Policy Wording

**Vertex Policy Wording
February 2025**

This document is Part 2 of a two Part Product Disclosure Statement (PDS), Part 1 being important information. Both parts must be provided to you and together form the PDS.

Aon Risk Services Australia Limited
ABN 17 000 434 720 AFSL No. 241141

Contents

General Definitions	3
Section 1: Personal Accident & Sickness	8
Section 2: Kidnap & Ransom / Extortion	31
Section 3: Hijack & Detention	34
Section 4: Medical & Additional Expenses and Cancellation & Curtailment Expenses	35
Section 5: Emergency Assistance	40
Section 6: Loss of Deposits	42
Section 7: Baggage, Electronic Equipment & Money	46
Section 8: Alternative Employee & Resumption of Assignment Expenses	54
Section 9: Personal Liability	56
Section 10: Rental Vehicle Excess Waiver	59
Section 11: Extra Territorial Workers' Compensation	62
Section 12: Missed Transport Connection	64
Section 13: Overbooked Flight	65
Section 14: Political & Natural Disaster Evacuation	66
Section 15: Search & Rescue Expenses	68
Section 16: General Extensions Applicable to All Sections of the Policy	69
Section 17: General Exclusions Applicable to All Sections of the Policy	71
Section 18: General Provisions Applicable to All Sections of the Policy	72

General Definitions

The words in **bold** (and any derivatives of them) listed below have the following meanings when they appear in this **Policy**:

Accident means a sudden, external and identifiable event that happens by chance and could not have been expected from the perspective of the **Covered Person**. The word Accidental will be construed accordingly.

Accidental Death means death occurring as a result of a **Bodily Injury**.

Accompanying means travelling with, or travelling separately to but with the intention to meet, depart from, or continue travelling with, a **Covered Person** who is on a **Journey**.

Act of Terrorism means the planning, use or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals. An Act of Terrorism also includes any act which is a declared terrorist incident by the Australian Commonwealth Government or similarly recognised as such by any other country's equivalent government agency in respect of acts that occur in that country.

Bodily Injury means a bodily injury resulting solely and directly from an **Accident**, and which occurs independently of any **Sickness** or other cause, and where the bodily injury and **Accident** both occur:

- i. during the **Period of Insurance**; and
- ii. while the person is a **Covered Person**; and
- iii. while the **Covered Person** was on a **Journey**.

It does not mean a **Sickness** (except illness or disease directly resulting from medical or surgical treatment rendered necessary by a bodily injury).

Carjacking Incident means the violent theft or attempted violent theft of a motor vehicle while it is in the care, custody or control of a **Covered Person**, or while it is occupied, or being entered into or exited from by a **Covered Person**.

Civil War means armed opposition, insurrection, revolution, armed rebellion, or sedition between two or more parties belonging to the same country, where the opposing parties are of different ethnic, religious or ideological groups, whether declared a Civil War or not.

Claimant means the **Policyholder**, a **Covered Person** or any other person entitled to claim under the **Policy**.

Close Colleague means a colleague of a **Covered Person** who:

- i. is an **Employee** of the **Policyholder**, and whose duties or responsibilities directly affect the **Covered Person's** work; or
- ii. who is not employed by the **Policyholder** but who has a business relationship with the **Covered Person** which necessitates the immediate return of the **Covered Person**.

Close Relative means a **Spouse/Partner**, **Parent**, child, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, half-brother, half-sister, fiancé(e), niece, nephew, uncle, aunt, stepchild, grandparent or grandchild.

Conveyance means:

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

Country of Residence means the country:

- i. of which the **Covered Person** is a citizen; or
- ii. of which the **Covered Person** is a permanent resident or for which the **Covered Person** holds a multiple entry visa or permit which gives the **Covered Person** resident rights in that country; or
- iii. in which the **Covered Person** is residing on an overseas expatriate assignment.

Covered Person means a person who meets the criteria specified for a Covered Person in the **Schedule**, and with respect to whom **Premium** has been paid or agreed to be paid by the **Policyholder**. A Covered Person is legally entitled to claim under the **Policy** by reason of the operation of the *Insurance Contracts Act 1984 (Cth)* and upon no other basis. A Covered Person is not a contracting insured under the **Policy** with **Us**. Our agreement is entered into with the **Policyholder**.

Dependent Child(ren) means a **Covered Person's** and/or their **Spouse/Partner's** dependent child(ren) (including a step, foster or legally adopted child) who is:

- i. under nineteen (19) years of age; or
- ii. under twenty-five (25) years of age, and a full-time student at an accredited institution of higher learning, and primarily dependent upon the **Covered Person** for maintenance and support; or
- iii. nineteen (19) years of age or over, and physically or mentally incapable of self-support, and primarily dependent upon the **Covered Person** for maintenance and support.

Doctor means a doctor or specialist who is registered or licensed to practice medicine in accordance with the laws of the country in which they practice, other than:

- i. the **Policyholder**; or
- ii. the **Covered Person**; or
- iii. a **Close Relative** of the **Covered Person**; or
- iv. an **Employee** of the **Policyholder**.

Emergency Assistance Provider means the emergency assistance provider shown in the **Schedule** against Section 5 – Emergency Assistance.

Employee means any person in the **Policyholder's** service including, but not limited to, directors (executive and non-executive), board members, voluntary workers, persons undertaking work experience and includes (except for Section 11 – Extra Territorial Workers' Compensation) consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf.

Endorsement means a written alteration to the terms of the **Policy** issued to the **Policyholder**.

Excess means the first amount of each and every claim which the **Policyholder** or **Covered Person** shall bear and is stated in the **Schedule** as either a monetary amount or a percentage of the loss.

Family Member means a **Covered Person's Spouse/Partner** and/or **Dependent Child(ren)**.

Incidental Private Travel means travel which is private and taken either side of or during an authorised business trip.

Journey means the journey defined in the **Schedule** and includes:

- i. business travel undertaken on the **Policyholder's** behalf; and
- ii. **Incidental Private Travel**; and
- iii. **Private Leisure Travel**;

It does not include commuting between the **Covered Person's** normal place or residence and normal place of business.

Natural Disaster means any weather event or force of nature that has catastrophic consequences including, but not limited to, avalanche, earthquake, mudslide, flood, bushfire or wildfire, cyclone, hurricane, tornado, tsunami or volcanic eruption.

Non-Scheduled Flight(s) means travel in an aircraft where the flight(s) are not conducted in accordance with fixed flying schedules, and are not over specific air routes, or to and from fixed terminals.

Parent means a parent, parent-in-law, step-parent or such person who is or was the **Covered Person's** primary care giver (including jointly with another person) as a child.

Period of Insurance means the period shown in the current **Schedule**, or such shorter time if the **Policy** is terminated, and for which cover applies under the **Policy**.

Policy means this document, the current **Schedule** and any Supplementary Product Disclosure Statement or **Endorsement**.

Policyholder means:

- i. the named entity listed as the Policyholder in the **Schedule** with whom **We** enter into the **Policy**. The Policyholder is the contracting insured; and
- ii. any subsidiary company (including subsidiaries thereof) of the Policyholder described in sub-clause (i) above, and any other organisation under the control of the Policyholder described in sub-clause (i) above and over which it is exercising active management; and
- iii. any new organisation acquired during the **Period of Insurance** by the Policyholder described in sub-clause (i) and/or (ii) above, through consolidation, merger, purchase, or assumption of control and active management, provided that such acquisition or assumption is:
 - a. reported to **Us** within ninety (90) days after the acquisition; and
 - b. endorsed onto this **Policy**.

Pre-Existing Condition means any physical or mental defect, condition, illness, or disease, whether diagnosed or not, and for which:

- i. in the twelve (12) months immediately prior to the **Covered Person's Journey** the **Covered Person**:
 - a. had an emergency department visit, was hospitalised, or had a day surgery procedure; or
 - b. required prescription medication from a **Doctor**; or
 - c. had regular reviews or check-ups with a **Doctor**; or
 - d. underwent investigation and is awaiting diagnosis and/or test results, and which remains uncured and/or in respect of which there is a reasonable likelihood of recurrence; or
- ii. at the time of booking the **Journey**, the **Covered Person** exhibited symptoms which would cause a reasonable person to seek the advice of a **Doctor**.

Premium means the premium as shown in the **Schedule** that is payable in respect of the **Policy** by the **Policyholder**.

Private Leisure Travel means non-business related travel which is undertaken by the **Policyholder's** directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, managing director, company secretary, or any equivalent senior executive position, and their **Accompanying Spouse/Partner** and/or **Dependent Child(ren)**, and any individual listed in the **Schedule** as a Listed Covered Persons for **Private Leisure Travel**.

Professional Sport means any sport for which a **Covered Person** receives a fee, allowance, sponsorship, or monetary reward as a result of their participation, which in totality accounts for more than fifteen percent (15%) of their annual income from all sources.

Salary means:

- i. in the case of a salaried **Employee** (not otherwise covered in sub-clause (ii) below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments, or any allowances are paid more regularly than on an annual basis, and which form part of the **Employee's** total remuneration package, they shall be included as part of the **Employee's** weekly pre-tax income; or
- ii. in the case of an **Employee** whose employment is remunerated by way of a salary package or Total Employment Cost, their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions (but excluding, bonuses, commissions, overtime payments), averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and/or any allowances are paid more regularly than on an annual basis, they shall be included as part of the **Employee's** weekly pre-tax income; or
- iii. in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of twelve (12) months immediately preceding the date of **Temporary Partial Disablement** or **Temporary Total Disablement** (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the schedule listing the benefits and limits which is issued by **Us** to the **Policyholder**, and includes any later schedule issued on renewal or variation.

Scope of Cover means the scope of cover shown in the **Schedule**.

Serious Injury or **Serious Sickness** means a condition which:

- i. in respect of a **Close Relative**, **Close Colleague** or travelling companion of a **Covered Person**, is a condition for which a **Doctor** certifies that the attendance of the **Covered Person** is required for the health or treatment of the person upon whom the claim depends; or
- ii. in relation to a **Close Colleague**, requires the **Covered Person** to take over that person's business role; and for which that person has not received regular medical advice or treatment in the thirty (30) days immediately prior to the commencement date of the **Journey**.

Sickness means any illness, disease, syndrome, or mental illness of the **Covered Person**.

Spouse/Partner means a **Covered Person's** husband or wife and includes a de-facto and/or life partner with whom a **Covered Person** has continuously lived with for a period of three (3) months or more at the time of the event giving rise to a claim under this **Policy**.

Temporary Partial Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in a substantial part of their usual occupation or business duties. If the **Covered Person** ceases to be employed by the **Policyholder** after the **Event(s)** occur, then the words 'engage in a substantial part of their usual occupation' are replaced with 'engage in a substantial part of any occupation for which they are suitable given their education, training or experience'. In both instances the **Covered Person** must be under the regular care of, and acting in accordance with, the instructions or advice of a **Doctor**.

Temporary Total Disablement means the **Covered Person** is, in the opinion of a **Doctor**, temporarily unable to engage in all aspects of their usual occupation or business duties. If the **Covered Person** ceases to be employed by the **Policyholder** after the **Event(s)** occur, then **Temporary Total Disablement** means disablement which, in the opinion of a **Doctor**, prevents the **Covered Person** from engaging in all aspects of any occupation for which they may be suited by way of their education, training or experience. In both instances the **Covered Person** must be under the regular care of, and acting in accordance with, the instructions or advice of a **Doctor**.

Travel Documents means passports, travel tickets, visas, entry permits and other similar documents. For the purposes of Extensions 7.6 'Identity Theft' and 7.7 'Identity Theft - Lost Earnings' only, **Travel Documents** is extended to include papers or other items containing references to the **Covered Person's** identity including, but not limited to drivers' licence, automatic teller machine cards, credit cards, share certificates, birth certificate, bank account details, building society account details, insurance policy documents, utilities account details or membership numbers of professional bodies.

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

We/Our/Us means the insurer named in the **Schedule**.

Section 1: Personal Accident & Sickness

Section 1: Extent of Cover

This Section 1 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

1.1 Personal Accident

If while the person is a **Covered Person**, the **Covered Person** sustains a **Bodily Injury** during the **Period of Insurance** and while on a **Journey**, and within twelve (12) months of that **Bodily Injury**, the **Covered Person** suffers an **Event** described in Part A, B, D, or E of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part A, B, D, or E.

1.2 Sickness

If a while the person is a **Covered Person**, the **Covered Person** suffers a **Sickness** during the **Period of Insurance** and while on a **Journey**, and within twelve (12) months of that **Sickness**, the **Covered Person** sustains an **Event** described in Part C of the Section 1 Table of Events, then **We** will pay the tabled benefit for that **Event**, provided that an amount is shown for that **Event** in the **Schedule** against Part C.

Section 1: Table of Events

1.3 Part A – Accidental Death and Bodily Injury - Lump Sum Benefits

- i. Cover for an **Event** under this Part A will only apply if an amount for that **Event** is shown in the **Schedule** against Part A – Lump Sum Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown are a percentage of the amount shown in the **Schedule** against Part A – Lump Sum Benefits for each **Covered Person**.
- iv. If two (2) or more of **Events 1 to 25** occur in respect of the same **Bodily Injury**, **We** will only pay for one (1) **Event** (that being the **Event** with the highest available compensation).
- v. If a **Covered Person** sustains a **Bodily Injury** resulting in any one (1) of the **Events** listed below in (a)-(e), **We** will not be liable under the **Policy** for any subsequent **Bodily Injury** to that **Covered Person** during the **Period of Insurance**:
 - a. **Event 2 (Permanent Total Disablement)**;
 - b. **Event 3 (Paraplegia or Quadriplegia)**;
 - c. **Event 4 (Loss of one (1) or both eyes)**;
 - d. **Event 5 (Loss of one (1) or more Limbs)**; or
 - e. **Event 13 (Permanent Serious Mental Impairment)**.

The Events	The Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of one (1) or both eyes	100%
5. Loss of one (1) or more Limbs	100%
6. Loss of both Hands	100%
7. Loss of four (4) Fingers and Thumb of both Hands	100%
8. Loss of one (1) Hand	80%
9. Loss of four (4) Fingers and Thumb of either Hand	80%
10. Loss of four (4) Fingers of either Hand	50%
11. Loss of both Feet	100%
12. Loss of one (1) Foot	80%
13. Permanent Serious Mental Impairment	100%
14. Loss of hearing in one (1) or both ears	100%
15. Loss of the lens of both eyes	100%
16. Loss of the lens of one (1) eye	60%
17. Burns: Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	75%
18. Burns: Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	50%
19. Loss of one (1) Thumb of either Hand :	
a. both joints	40%
b. one (1) joint	20%
20. Loss of Finger(s) of either Hand :	
a. three (3) joints	15%
b. two (2) joints	10%
c. one (1) joint	5%
21. Loss of Toes of either Foot :	
a. all – one (1) Foot	15%
b. great – both joints	5%
c. great – one (1) joint	3%
d. other than great – each Toe	1%

22. Fractured leg or patella with established non-union	10%
23. Shortening of leg by at least five (5) cm	8%
24. Loss of at least fifty percent (50%) of all sound and natural Teeth , including capped or crowned Teeth , but excluding first Teeth and dentures	3% of the sum insured up to a maximum of \$10,000
25. Permanent partial disablement not otherwise provided for under Events 2 to 24 inclusive.	Such percentage of the Lump Sum Benefit insured which corresponds to the percentage reduction in whole bodily function as certified by the Covered Person's treating Doctor and a Doctor appointed by Us . If the Doctor appointed by Us forms a contrary opinion to that of the Covered Person's treating Doctor , We will seek the opinion of a third independent Doctor , who will be appointed by mutual agreement between the parties. In the event of a disagreement between all three (3) Doctors , the percentage reduction in whole bodily function will be the average of the three (3) opinions, up to a maximum of seventy five percent (75%) of the Lump Sum Benefit insured.

Part A: Conditions

The following Conditions apply to Part A – Accidental Death and Bodily Injury – Lump Sum Benefits (and apply in addition to the General Provisions applicable to this **Policy**):

1. Where, in relation to a benefit payable for **Event 2 (Permanent Total Disablement)**, **We** do not agree with the opinion given by an initial **Doctor**, **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.
2. Unless specified otherwise in the **Policy**, with respect to Part A – Accidental Death and Bodily Injury - Lump Sum Benefits:
 - i. Where the Lump Sum Benefit is salary-linked, and the **Covered Person** is not receiving a **Salary**, the benefit amount will be fifty percent (50%) of the maximum sum insured stated in the **Schedule** for the category applicable to such **Covered Person**.
 - ii. The benefit payable in respect of a **Dependent Child** is limited to the amount shown in the **Schedule** against Part A – Lump Sum Benefits, Dependent Children.
 - iii. The benefit payable in respect of a **Spouse/Partner** is limited to the amount shown in the **Schedule** against Part A – Lump Sum Benefits, Spouse/Partner.
 - iv. Cover under this Part A – Accidental Death and Bodily Injury – Lump Sum Benefits is otherwise subject to the Aggregate Limits of Liability set out in General Provision 18.2 'Aggregate Limits of Liability' of this **Policy**.

1.4 Part B – Bodily Injury Benefits

Bodily Injury Resulting in Surgery

- i. Cover for an **Event** under this Part B only applies if:
 - a. an amount is shown in the **Schedule** against Part B – Bodily Injury Benefits - Resulting in Surgery; and
 - b. the surgery is undertaken outside of Australia or the **Covered Person's Country of Residence**; and
 - c. the surgical procedure is performed within twelve (12) months of the date of the **Bodily Injury**; and
 - d. the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses and Cancellation & Curtailment Expenses.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part B – Bodily Injury Benefits - Resulting in Surgery.

The Events	The Benefits
26. Craniotomy	100%
27. Amputation of a Limb	100%
28. Fracture of a Limb requiring open reduction	50%
29. Dislocation requiring open reduction	50%
30. Any other surgical procedure carried out under a general anaesthetic	12.5%

Weekly Benefits – Bodily Injury

- i. Cover for an **Event** under this Part B will only apply if an amount is shown in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. Cover for an **Event** under this Part B is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits.

The Events	The Benefits
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part B – Bodily Injury Benefits - Weekly Benefits, but not exceeding the percentage of Salary shown in the Schedule , of the Covered Person's Salary .
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part B – Bodily Injury Benefits - Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, and is offered suitable duties by the Policyholder , yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary .

1.5 Part C – Sickness Benefits

Sickness Resulting in Surgery

- i. Cover for an **Event** under this Part C only applies if:
 - a. an amount is shown in the **Schedule** against Part C – Sickness Benefits - Resulting in Surgery; and
 - b. the surgery is undertaken outside of Australia or the **Covered Person's Country of Residence**; and
 - c. the surgical procedure is performed within twelve (12) months of the date of manifestation of the **Sickness**; and
 - d. the **Covered Person** has a valid claim for **Medical & Additional Expenses** with respect to the same procedure under Section 4 – Medical & Additional Expenses and Cancellation & Curtailment Expenses.
- ii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part C – Sickness Benefits - Resulting in Surgery.

The Events	The Benefits
33. Open heart surgical procedure	100%
34. Brain surgery	100%
35. Abdominal surgery carried out under general anaesthetic	50%
36. Any other surgical procedure carried out under a general anaesthetic	15%

Weekly Benefits – Sickness

- i. Cover for an **Event** under this Part C will only apply if an amount is shown in the **Schedule** against Part C – Sickness Benefits - Weekly Benefits.
- ii. The **Events** must occur within twelve (12) months of the date of manifestation of the **Sickness**.
- iii. Cover for an **Event** under this Part C is subject to the **Benefit Period** and the **Excess Period** shown in the **Schedule** against Part C – Sickness Benefits - Weekly Benefits.

The Events	The Benefits
37. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Part C – Sickness Benefits - Weekly Benefits, but not exceeding the percentage of Salary shown in the Schedule , of the Covered Person's Salary .
38. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Part C – Sickness Benefits - Weekly Benefits, less any amount of current earnings as a result of working in a reduced capacity for the Policyholder , provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary . Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, and is offered suitable duties by the Policyholder , yet the Covered Person elects not to return, then the benefit payable will be twenty-five percent (25%) of the Covered Person's Salary .

Part B and Part C: Conditions

The following Conditions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Provisions applicable to this **Policy**):

1. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**):
 - i. in excess of the **Benefit Period** in respect of any one (1) **Bodily Injury** or **Sickness** as shown in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits;
 - ii. during the **Excess Period** stated in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits.
2. Following the **Excess Period**, **We** will pay the lesser of the:
 - i. maximum sum insured stated in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits; or
 - ii. the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- b. the maximum sum insured stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits; and
- c. a **Covered Person's Salary** is \$1,500,

then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500.

3. If more than one (1) of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) occur at the same time to one (1) **Covered Person**, **We** will only pay for one (1) **Event** (that being the **Event** with the highest applicable benefit).
4. The amount of any benefit payable for **Temporary Total Disablement** and **Temporary Partial Disablement** will be reduced by the amount of any:
 - i. periodic compensation benefits payable under any disability insurance, worker's compensation, transport accident compensation scheme, or government entitlement; and
 - ii. the amount of any sick pay received or, at the direction of the **Policyholder**, any sick leave entitlement or any disability entitlement,

so that the total amount of any such benefit or entitlement, together with any benefits payable under the **Policy**, does not exceed the **Covered Person's Salary** multiplied by the applicable percentage stated in the **Schedule** against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits.

For example, if:

- a. the applicable percentage is 75%; and
- b. the maximum sum insured stated in the **Schedule** is \$2,000 x 156 weeks against Part B – Bodily Injury Benefits - Weekly Benefits or against Part C – Sickness Benefits - Weekly Benefits; and

- c. a **Covered Person's Salary** is \$1,500; and
- d. the **Covered Person** is entitled to benefits of \$500 per week under a compensation scheme described in 4(i) above,

then that **Covered Person's** maximum benefit will be limited to 75% of \$1,500 = \$1,125 less \$500 = \$625 x 156 weeks = \$97,500. (Note: This example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this **Policy** for 156 weeks.)

5. Where, in relation to benefits payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) **We** do not agree with the opinion given by an initial **Doctor**, **We** have the right (at **Our** own expense) to have the relevant **Covered Person** examined by a **Doctor** of **Our** choice. If the **Doctor** chosen by **Us** forms a contrary opinion to that of the initial **Doctor**, **We** will obtain the opinion of an independent **Doctor**, to be mutually agreed upon by the parties. The parties will be bound by the opinion of the third, independent **Doctor**.
6. If as a result of a **Bodily Injury** or **Sickness**, benefits become payable under Parts B or C of the Table of Events and while the **Policy** is in force, the **Covered Person** suffers a recurrence of **Temporary Total Disablement** or **Temporary Partial Disablement** from the same or a related cause, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months. Where the **Covered Person** has worked on a full-time basis for at least six (6) consecutive months, the subsequent period of disablement will be deemed to have resulted from a new **Bodily Injury** or **Sickness** and a new **Excess Period** will apply.
7. Where a **Bodily Injury** or **Sickness** requires surgical treatment which cannot be performed within twelve (12) months of the date of the manifestation of that **Bodily Injury** or **Sickness**, and provided a **Doctor** certifies that such treatment was known as necessary during that twelve (12) month period, **We** will treat the period of time elapsing until the surgical treatment is performed as a continuation of the first **Bodily Injury** or **Sickness**, regardless of whether the **Covered Person** has been able to return to work for six (6) months, and provided that the surgery occurs within twenty-four (24) months from the date of the **Bodily Injury** or **Sickness**.
8. Subject to Extension 1.18 'Guaranteed Payment', **We** will pay weekly benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) monthly in arrears. **We** will pay benefits for a disability which lasts for a period of less than one (1) week at the rate of the average income per day earned by the **Covered Person**, for each day during which the disability continues.
9. If a **Covered Person** is entitled to a benefit under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) and subsequently becomes entitled to a benefit under **Events** 2 or 3 (**Permanent Total Disablement** or **Paraplegia** or **Quadriplegia**), all benefits payable under **Events** 31 or 32 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury**) will cease from the date of such entitlement.

Part B and Part C: Exclusions

The following Exclusions apply to Part B – Bodily Injury Benefits and Part C – Sickness Benefits (and apply in addition to the General Exclusions applicable to this **Policy**):

1. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) when the **Temporary Total Disablement** or **Temporary Partial Disablement** is wholly or partly attributable to pregnancy or childbirth (except for unexpected medical complications or emergencies arising therefrom).
2. **We** will not pay benefits for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**) to the extent that the **Covered Person** is indemnified by any:
 - i. workers' compensation legislation or scheme; or
 - ii. transport accident legislation or scheme; or
 - iii. government-sponsored fund, plan or medical benefit scheme; or
 - iv. other insurance policy required to be effected by or under law (except where this condition would contravene the *Insurance Contracts Act 1984 (Cth)*).

For the avoidance of doubt, **We** will pay the difference between any amount recovered by a **Covered Person** from any other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law.

1.6 Part D – Fractured Bones – Lump Sum Benefits

- i. Cover for an **Event** under this Part D only applies if an amount is shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- ii. The fractured bones must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part D – Fractured Bone(s) – Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in fractured bones will be the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- v. If a **Covered Person** sustains a fractured bone under **Events** 39 to 48 which is an established non-union, notwithstanding the maximum benefit payable amount, **We** will pay an additional benefit of five percent (5%) of the amount shown in the **Schedule** against Part D – Fractured Bones – Lump Sum Benefits.
- vi. For the purposes of this Part D - Fractured Bones – Lump Sum Benefits, the words in bold (and any derivatives of them) listed below have the following meanings:
 - a. **Complete Fracture** means a fracture in which the bone is broken completely and no connection remains between the pieces.
 - b. **Hairline Fracture** means mere cracks in the bone.
 - c. **Other Fracture** means any fracture other than a **Hairline Fracture**, **Simple Fracture** or **Complete Fracture**.
 - d. **Simple Fracture** means a fracture in which there is a basic and uncomplicated break in the bone and which, in the opinion of a **Doctor**, requires minimal and uncomplicated medical treatment.

The Events	The Benefits
39. Neck, skull or spine (Complete Fracture)	100%
40. Hip (any fracture)	75%
41. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
42. Cheekbone, shoulder (any fracture)	30%
43. Neck, skull or spine (Simple Fracture , Other Fracture , or Hairline Fracture)	50%
44. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
45. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
46. Nose or collar bone (any fracture)	20%
47. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	20%
48. Finger, Thumb, Foot, Hand or Toe (any fracture)	7.5%

1.7 Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits

- i. Cover for an **Event** under this Part E only applies if an amount is shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- ii. The loss or procedure(s) (as the case may be) must occur within twelve (12) months of the date of the **Bodily Injury**.
- iii. The benefits shown below are a percentage of the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- iv. The maximum benefit payable for any one (1) **Bodily Injury** resulting in loss of **Teeth** or Dental Procedures will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
- v. A limit per **Tooth** applies, and will be the amount shown in the **Schedule** against Part E – Loss of Teeth or Dental Procedures – Limit per Tooth.

The Events	The Benefits
49. Loss of Teeth or full capping of Teeth	100%
50. Partial capping of Teeth	50%

Section 1: Definitions

Air or Road Rage Incident means a violent physical act committed against a **Covered Person**, while the **Covered Person** is occupying an aircraft as a passenger or any motor vehicle, and which is committed by a person who is neither a **Covered Person** or a **Close Relative** of the **Covered Person**.

Benefit Period means the maximum period shown in the **Schedule** for which a benefit is payable under **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** and **Sickness**).

Bodily Injury Aids means equipment that a **Covered Person** requires as a result of a **Bodily Injury** covered by this **Policy**, and includes, but is not limited to, crutches, bandages, traction equipment, walker boots, and heat packs.

Domestic Duties means the usual and ordinary domestic duties undertaken by someone as a homemaker, and includes but is not limited to, outdoor household activities, child-minding and home help services.

Event(s) means the Event(s) described in the relevant Table of Events set out in Section 1 (Personal Accident & Sickness Cover) of the **Policy**.

Excess Period means the continuous period of time shown in the **Schedule** during which no amount is payable for **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** and **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) and commences at the time the **Covered Person** becomes so entitled to a payment for any one (1) of those **Events**.

Fingers, Thumbs or Toes means the digits of a **Hand** or **Foot**.

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Limb the entire arm (from the shoulder to the **Hand**) or the entire leg (from the hip to the **Foot**).

Loss means in connection with:

- i. a **Limb**, the **Permanent** physical severance or **Permanent** total loss of the use of the **Limb**;
- ii. **Hands, Feet** and digits, the **Permanent** physical severance or **Permanent** total loss of use of the **Hand, Foot, Finger, Thumb** or **Toe**;
- iii. an eye, total and **Permanent** loss of all sight in the eye; or
- iv. hearing, total and **Permanent** loss of hearing;

and which, in each case, is caused by **Bodily Injury**.

Paraplegia means the **Permanent** loss of use of both legs and the **Permanent** loss of use of the whole of or part of the lower half of the body.

Permanent means having lasted, or based on medical evidence will last, twelve (12) consecutive months from the date of the **Bodily Injury** and, at the expiry of that period is, in the opinion of a **Doctor**, unlikely to materially improve.

Permanent Serious Mental Impairment means a diagnosis made by a **Doctor** (according to a recognised psychiatric or mental diagnostic system) that, as a result of a **Bodily Injury**, a **Covered Person** is **Permanently** unable to independently perform at least two (2) of the activities listed below:

- i. washing (the ability of the **Covered Person** to get into and out of a bath or shower in order to independently wash themselves);
- ii. dressing (the ability of the **Covered Person** to put on, take off, secure and unfasten all garments and, as appropriate, any **Bodily Injury Aids** worn by the **Covered Person**);
- iii. feeding (the ability of the **Covered Person** to independently feed themselves);
- iv. toileting (the ability of the **Covered Person** to use a toilet or similar bathroom device, with or without aids, or otherwise manage their bowel and bladder function to maintain a reasonable level of personal hygiene);
- v. ambulating (the ability of the **Covered Person** to move from place to place by walking, wheelchair or other aid including mechanical or motorised aids); or
- vi. communicating (the ability of the **Covered Person** to communicate with others in verbal or written form, reasonably sufficiently to convey their thoughts, emotions or needs).

Permanent Total Disablement means, in the opinion of a **Doctor**:

- i. the **Covered Person's** disability is **Permanent**; and
- ii. the **Covered Person** is entirely and continuously unable to engage in, perform, or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience.

Quadriplegia means the **Permanent Loss** of use of both arms and both legs.

Specified Sickness means a:

- i. myocardial infarction (heart attack) or ischaemic heart disease;
- ii. pulmonary embolism or lower respiratory disease;
- iii. stroke;
- iv. cancer;
- v. rabies; or
- vi. dementia or Alzheimer's disease.

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

Section 1: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

1.1 Air or Road Rage Incident – Lump Sum Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of an **Air or Road Rage Incident**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 1.1 – ‘Air or Road Rage Incident – Lump Sum Benefit’. Provided that the **Covered Person** reports the **Air or Road Rage Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurs.

1.2 Carjacking Incident – Excess and Vehicle Hire Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is the victim of a **Carjacking Incident** which results in theft of and/or damage to the **Covered Person’s** vehicle, **We** will reimburse the **Policyholder** or **Covered Person** the actual costs incurred for:

- i. the excess applicable under the **Covered Person’s** personal comprehensive motor vehicle insurance policy, or if less than the excess applicable, the costs paid for any repairs that cannot be recovered from any other source; and
- ii. the reasonable costs of a hire vehicle, or for hire of a taxi or commercial ride sharing service, for the **Covered Person** to take travel directly to and from their usual home and workplace, and for travel directly to and from other authorised business activities of the **Policyholder** if the **Covered Person** is without their vehicle due to theft or whilst repairs are being undertaken on the vehicle.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.2 – ‘Carjacking Incident – Excess and Vehicle Hire Benefit’.

1.3 Carjacking Incident – Lump Sum Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** as a result of being the victim of a **Carjacking Incident**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 1.3 – ‘Carjacking Incident – Lump Sum Benefit’. Provided that the **Covered Person** reports the **Carjacking Incident** to the police or other relevant local authority as soon as reasonably practicable after the incident occurs.

1.4 Chauffeur Services Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to a benefit under any of **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the reasonable costs incurred for a chauffeur, taxi or commercial ride sharing service, to transport the **Covered Person** directly to and from:

- i. the **Covered Person’s** usual place of work and their usual place of residence, if the **Covered Person** recovers sufficiently to return to work but a **Doctor** certifies that they are unable to drive a vehicle or travel on public transport; and
- ii. any medical appointment for the treatment of the **Temporary Total Disablement** or **Temporary Partial Disablement**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.4 – ‘Chauffeur Services Benefit’.

1.5 Childcare Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury**, and becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will reimburse the **Covered Person** for the reasonable expenses incurred for the services of a registered childcare provider, up to the amount shown in the **Schedule** against Extension 1.5 – ‘Childcare Benefit’, but only in respect of additional expenses that would not otherwise have been incurred.

1.6 Coma Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy**, and which:

- i. directly causes or results in a continuous unconscious state; and
- ii. **We** are provided with a written opinion of a **Doctor** that certifies that the **Bodily Injury** caused the **Covered Person** to be in such a continuous unconscious state,

We will pay to the **Covered Person** or the **Covered Person's** legal representative on behalf of the **Covered Person**, a weekly amount for each consecutive week, or part thereof, of continuous unconsciousness, up to a maximum number of consecutive weeks. The maximum weekly amount and maximum number of consecutive weeks are shown in the **Schedule** against Extension 1.6 – ‘Coma Benefit’. If the state of unconsciousness persists for less than one (1) week, or for only part of any subsequent week, **We** will pay the Coma Benefit described above at the rate of one seventh (1/7th) the weekly rate for each day of unconsciousness during that part week. This benefit will be payable in addition to any other amount paid or payable under the **Policy**.

1.7 Concussion Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** in connection with the business of the **Policyholder**, which results in a grade 3 or higher concussion as confirmed by a **Doctor** who certifies that the cause of the concussion was the **Bodily Injury**, **We** will pay the **Covered Person** the amount shown in the **Schedule** per **Bodily Injury** against Extension 1.7 – ‘Concussion Benefit’. The maximum amount **We** will pay for any one (1) **Period of Insurance** for any **Covered Person** is the amount shown in the **Schedule** against Extension 1.7 – ‘Concussion Benefit’.

1.8 Corporate Image Protection Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** likely to result in a valid claim under the **Policy** with respect to the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;
- v. **Event 5 (Loss of one (1) or more Limbs)**;
- vi. **Event 6 (Loss of both Hands)**;
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands)**;
- viii. **Event 11 (Loss of both Feet)**;
- ix. **Event 13 (Permanent Serious Mental Impairment)**;
- x. **Event 14 (Loss of hearing in one (1) or both ears)**; or
- xi. **Event 15 (Loss of the lens of both eyes)**;

We will reimburse the **Policyholder** for costs (other than the **Policyholder's** own internal costs) incurred with **Our** prior written agreement (not to be unreasonably withheld or delayed) as a result of such **Bodily Injury(ies)** to:

- a. engage image consultants and public relations consultants; and
- b. engage media partners or media consultants; and/or
- c. release information through the media,

for the purpose of protecting and/or positively promoting the **Policyholder's** business and/or image.

Provided that such costs are incurred within twelve (12) months of the **Bodily Injury(ies)**.

The maximum amount **We** will pay with respect to any one (1) corporate image event is the amount shown in the **Schedule** against Extension 1.8 – 'Corporate Image Protection Benefit'.

1.9 Death by Specified Sickness Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** dies within the first thirty-one (31) days of the **Journey** solely and directly as a result of a **Specified Sickness** which is not caused by or related to a **Pre-Existing Condition**, **We** will pay the **Policyholder** or the **Covered Person's** legal representative the amount shown in the **Schedule** against Extension 1.9 – 'Death by Specified Sickness Benefit'.

1.10 Dependent Children Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** suffers an **Accidental Death**, **We** will pay in addition to **Event 1 (Accidental Death)** the amount stated in the **Schedule** against Extension 1.10 – 'Dependent Children Supplement'. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 1.10 – 'Dependent Children Supplement'.

1.11 Disappearance

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** disappears in any manner whatsoever, and the **Covered Person's** body has not been found within twelve (12) months after the date of that disappearance, the **Covered Person** will be deemed, for the purpose of this **Policy**, to have died as a result of a **Bodily Injury** at the time of their disappearance.

Where the **Accidental Death** benefit in the Table of Events (**Event 1**) is payable because of a disappearance, **We** will only pay that benefit if the **Policyholder** or the legal representatives of the **Covered Person's** estate:

- i. reports the disappearance to the local police and obtains a written report; and
- ii. provides a death certificate from the relevant authority, or where a death certificate cannot be obtained, evidence that the **Covered Person's** disappearance was reported to the police, or coroner, or other relevant authority will be required; and
- iii. provides **Us** a signed undertaking that the benefit will be repaid to **Us** if, after **Our** payment, it is found that the **Covered Person's** estate knew that the **Covered Person** did not die or did not die as a result of a **Bodily Injury**.

1.12 Domestic Help Benefit

Where a **Covered Person** is an **Accompanying Spouse/Partner** not in receipt of an income and sustains a **Bodily Injury** or **Sickness** which:

- i. would have entitled them to a benefit under any **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) had they been in receipt of an income at the time of the **Bodily Injury** or **Sickness**; and
- ii. results in a **Doctor** certifying that the **Covered Person** is temporarily unable to carry out their **Domestic Duties**,

We will pay the reasonable and necessary costs incurred for the **Domestic Duties** to be performed by a person other than a **Close Relative** of the **Covered Person**, but only in respect of additional expenses which would not have otherwise been incurred.

The maximum amount **We** will pay per week, and the maximum number of weeks, are shown in the **Schedule** against Extension 1.12 – 'Domestic Help Benefit'.

Provided that where both this Extension 1.12 – 'Domestic Help Benefit' and Extension 1.14 – 'Emergency Home Help Benefit' are payable, only one (1) of these Extensions shall apply.

1.13 Education Fund Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will reimburse school or university fees which are subsequently incurred for any **Dependent Child** who is enrolled in a school, TAFE, university or similar accredited educational institution at the time of the **Covered Person's Accidental Death**. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 1.13 – 'Education Fund Benefit'.

1.14 Emergency Home Help Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** which results in a **Doctor** certifying that the **Covered Person** is unable to carry out **Domestic Duties**, **We** will pay the reasonable and necessary costs incurred for the **Domestic Duties** to be performed by a person other than a **Close Relative** of the **Covered Person**, but only in respect of additional expenses which would not have otherwise been incurred.

The maximum amount **We** will pay per week for any one (1) **Event**, and the maximum number of weeks for which payments will be made, are shown in the **Schedule** against Extension 1.14 – 'Emergency Home Help Benefit'.

1.15 Escalation of Claim Benefit

If **We** have paid a benefit under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) continuously for twelve (12) months, and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by five percent (5%) compound per annum. Any continuation of benefits shall not exceed the total maximum **Benefit Period** shown in the **Schedule**.

1.16 Executor Emergency Cash Advance Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** resulting in **Accidental Death**, **We** will, upon the written request of the executor of the **Covered Person's** estate, advance to the **Policyholder** or the executor of the **Covered Person's** estate, the sum stated in the **Schedule** against Extension 1.16 - 'Executor Emergency Cash Advance Benefit', while the administration of the **Covered Person's** estate is being arranged. Provided that:

- i. any cash advance under this benefit will be subject to reasonable evidence that the cause of death is a covered **Bodily Injury**; and
- ii. the amount of the payment made under this Extension 1.16 shall be deducted from any amount paid under **Event 1 (Accidental Death)**.

1.17 Exposure

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is exposed to the elements as a result of an **Accident** and, within twelve (12) months of the **Accident**, the **Covered Person** sustains any **Event** as a direct result of that exposure, the **Covered Person** will be deemed, for the purpose of the **Policy**, to have sustained a **Bodily Injury** on the date of the **Accident**.

1.18 Guaranteed Payment

If a **Covered Person** becomes entitled to a payment of a benefit under either of **Events 31 or 37** (weekly benefits for **Temporary Total Disablement** for **Bodily Injury** or **Sickness**), **We** will immediately pay twelve (12) weeks of benefits, provided that the **Policyholder** or a **Covered Person** gives **Us** evidence from a **Doctor** certifying that the period of **Temporary Total Disablement** is likely to be twenty-six (26) weeks or greater.

1.19 Home Care Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is in receipt of a weekly benefit for either of **Events 31 or 37 (Temporary Total Disablement for Bodily Injury or Sickness)** and is medically certified by a **Doctor** as requiring full-time care, **We** will pay a weekly amount where an immediate **Family Member** ceases permanent employment, and is no longer earning an income, solely because of the provision of that care.

We will pay the lesser of the weekly amount stated in the **Schedule** against Extension 1.19 - 'Home Care Benefit' and the income the **Family Member** would have earned had the **Covered Person** not required full-time care, for the maximum number of weeks stated in the **Schedule**.

1.20 Independent Financial Advice Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death)**;
- ii. **Event 2 (Permanent Total Disablement)**;
- iii. **Event 3 (Paraplegia or Quadriplegia)**;
- iv. **Event 4 (Loss of one (1) or both eyes)**;

- v. **Event 5 (Loss of one (1) or more Limbs);**
- vi. **Event 6 (Loss of both Hands);**
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands);**
- viii. **Event 11 (Loss of both Feet);**
- ix. **Event 13 (Permanent Serious Mental Impairment);**
- x. **Event 14 (Loss of hearing in one (1) or both ears); or**
- xi. **Event 15 (Loss of the lens of both eyes);**

We will, if requested by the **Policyholder**, the **Covered Person** or the representative of the **Covered Person's** estate, pay in addition to the benefit applicable to that **Event**, the cost of obtaining independent financial advice, provided such advice is given by a professional financial advisor:

- a. who is not the **Policyholder**, a **Covered Person**, or a **Close Relative** of the **Covered Person**; and
- b. who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice. If the financial advice is obtained in a country other than Australia, the advice must be given by a person who is authorised or regulated under the laws of that country to provide such financial advice.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.20 – 'Independent Financial Advice Benefit'.

1.21 **Modification Expenses Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death);**
- ii. **Event 2 (Permanent Total Disablement);**
- iii. **Event 3 (Paraplegia or Quadriplegia);**
- iv. **Event 4 (Loss of one (1) or both eyes);**
- v. **Event 5 (Loss of one (1) or more Limbs);**
- vi. **Event 6 (Loss of both Hands);**
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands);**
- viii. **Event 11 (Loss of both Feet);**
- ix. **Event 13 (Permanent Serious Mental Impairment);**
- x. **Event 14 (Loss of hearing in one (1) or both ears); or**
- xi. **Event 15 (Loss of the lens of both eyes);**

We will reimburse the **Policyholder** or the **Covered Person**, up to the amount shown in the **Schedule** against Extension 1.21 – 'Modification Expenses Benefit', for reasonable costs incurred to:

- a. modify the **Covered Person's** vehicle; and
- b. modify the **Covered Person's** home or relocate the **Covered Person** to a more suitable residence; and
- c. with the agreement of the **Policyholder**, modify the **Covered Person's** workplace,

provided that a **Doctor** certifies that the modification and/or relocation is medically necessary, or is likely to be beneficial in managing the **Covered Person's** condition or to enable greater independence in daily life.

1.22 Orphan Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person's Dependent Children** become orphaned as a result of the **Covered Person** suffering an **Accidental Death**, **We** will pay the **Covered Person's** estate (in addition to any benefit payable under Extension 1.10 – 'Dependent Children Supplement'), a Lump Sum Benefit. The maximum amounts **We** will pay for each **Dependent Child** and for each family, are the amounts shown in the **Schedule** against Extension 1.22 – 'Orphan Benefit'.

1.23 Out of Pocket Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy**, **We** will reimburse the reasonable costs incurred directly as a result of such **Bodily Injury** for:

- i. **Bodily Injury Aids; and**
- ii. local transportation (other than in an ambulance) for the purpose of seeking medical treatment; **and**
- iii. **other non-medical expenses such as clothing and non-medical equipment; and**
- iv. any other out of pocket expenses not insured elsewhere under this **Policy**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.23 – 'Out of Pocket Expenses Benefit'.

1.24 Partner Accidental Death Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person's Spouse/Partner** (who is not an **Accompanying Spouse/Partner**) dies while the **Covered Person** is on a **Journey**, **We** will pay the **Covered Person** the amount shown in the **Schedule** against Extension 1.24 – 'Partner Accidental Death Benefit'.

1.25 Partner Retraining Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death);**
- ii. **Event 2 (Permanent Total Disablement);**
- iii. **Event 3 (Paraplegia or Quadriplegia);**
- iv. **Event 4 (Loss of one (1) or both eyes);**
- v. **Event 5 (Loss of one (1) or more Limbs);**
- vi. **Event 6 (Loss of both Hands);**
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands);**
- viii. **Event 11 (Loss of both Feet);**
- ix. **Event 13 (Permanent Serious Mental Impairment);**
- x. **Event 14 (Loss of hearing in one (1) or both ears); or**
- xi. **Event 15 (Loss of the lens of both eyes);**

We will pay, if asked by the **Policyholder**, or the **Covered Person**, or the representative of the **Covered Person's** estate, the cost incurred to train or retrain the **Covered Person's Spouse/Partner**:

- a. for the purpose of obtaining gainful employment; or
- b. to improve their employment prospects; or
- c. to enable them to improve the quality of care they can provide to the **Covered Person**,

provided always that:

1. the training is provided by a registered training organisation qualified to provide such service; and
2. all expenses are incurred within twenty-four (24) months of the date the **Covered Person** sustained the **Bodily Injury** covered by the **Policy**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.25 – ‘Partner Retraining Benefit’. This benefit is payable in addition to any other benefit payable under this **Policy**.

1.26 **Premature Birth/Miscarriage Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** covered by this **Policy** which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, **We** will pay the **Policyholder** or **Covered Person** the amount shown in the **Schedule** against Extension 1.26 – ‘Premature Birth/Miscarriage Benefit’.

1.27 **Reconstructive or Cosmetic Surgery Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to a benefit under any of **Events 2 to 25** listed in Section 1 Part A - Lump Sum Benefits, and it is medically necessary for the **Covered Person** to have reconstructive or cosmetic surgery, **We** will pay the **Policyholder** or **Covered Person** an additional ten percent (10%) of that benefit amount for that **Event**, up to the maximum amount shown in the **Schedule** against Extension 1.27 – ‘Reconstructive or Cosmetic Surgery Benefit’.

1.28 **Replacement Staff/Recruitment Costs Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** for which a benefit is payable for any one (1) of the following **Events**:

- i. **Event 1 (Accidental Death);**
- ii. **Event 2 (Permanent Total Disablement);**
- iii. **Event 3 (Paraplegia or Quadriplegia); or**
- iv. **Event 13 (Permanent Serious Mental Impairment)**

We will pay the reasonable costs incurred by the **Policyholder** to recruit replacement employees for the continuation of the **Policyholder's** business, up to the amount shown in the **Schedule** against Extension 1.28 – ‘Replacement Staff/Recruitment Costs Benefit’, and provided that the recruitment process commences within ninety (90) days of the **Event**.

1.29 **Return to Work Assistance Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to a payment under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse the **Covered Person** for reasonable costs incurred for professional assistance to improve the **Covered Person's** physical and/or emotional condition to support a return to their usual occupation. Professional assistance includes, but is not limited to, assistance recommended by a **Doctor** or occupational therapist for special equipment for and/or modifications to the **Covered Person's** usual workplace.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 1.29 – ‘Return to Work Assistance Benefit’.

1.30 Student Tutorial Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** who is also a full-time student or part-time student sustains a **Bodily Injury** which results in a **Doctor** certifying that the **Covered Person** is temporarily unable to attend their registered classes, **We** will pay the cost of reasonably and necessarily incurred additional home tutorial services as a result of that **Bodily Injury** up to the weekly amount and for the maximum number of weeks for which payments will be made shown in the **Schedule** against Extension 1.30 – ‘Student Tutorial Expenses Benefit’. This benefit is available where the **Covered Person** is registered as a full-time student or part-time student with an educational institution. Home tutorial services must be carried out by persons other than the **Covered Person’s Close Relatives** or persons permanently living with the **Covered Person**. This Extension 1.30 is also subject to an **Excess Period** shown in the **Schedule** against Extension 1.30 – ‘Student Tutorial Expenses Benefit’.

1.31 Surviving Spouse/Partner Supplement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** suffers an **Accidental Death** covered by this **Policy**, **We** will pay, in addition to **Event 1 (Accidental Death)**, the amount stated in the **Schedule** against Extension 1.31 – ‘Surviving Spouse/Partner Supplement’ for a surviving **Spouse/Partner**.

1.32 Terrorism Injury Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** as a result of an **Act of Terrorism**, and becomes entitled to a benefit under any of the following **Events**:

- i. **Event 1 (Accidental Death);**
- ii. **Event 2 (Permanent Total Disablement);**
- iii. **Event 3 (Paraplegia or Quadriplegia);**
- iv. **Event 4 (Loss of (1) or both eyes);**
- v. **Event 5 (Loss of (1) or more Limbs);**
- vi. **Event 6 (Loss of both Hands);**
- vii. **Event 7 (Loss of four (4) Fingers and Thumb of both Hands);**
- viii. **Event 11 (Loss of both Feet);**
- ix. **Event 13 (Permanent Serious Mental Impairment);**
- x. **Event 14 (Loss of hearing in one (1) or both ears); or**
- xi. **Event 15 (Loss of the lens of both eyes);**

We will, in addition, pay to the **Policyholder** the amount shown in the **Schedule** per **Covered Person** up to the maximum amount for any one (1) **Period of Insurance** for Extension 1.32 – ‘Terrorism Injury Benefit’.

1.33 Tuition or Advice Expenses Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains a **Bodily Injury** or **Sickness** for which benefits are payable under any of **Events 31, 32, 37 or 38** (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**), **We** will reimburse any expenses incurred by the **Policyholder** or a **Covered Person** for tuition or advice given to the **Covered Person** by a licensed vocational school, provided such tuition or advice is undertaken with **Our** prior written agreement (such agreement not to be unreasonably withheld or delayed) and the agreement of the **Covered Person’s Doctor**.

Reimbursement under this Extension 1.33 will be limited to the actual costs incurred by the **Policyholder** or the **Covered Person**, up to the maximum amount per month, and the maximum number of months, shown in the **Schedule** against Extension 1.33 – 'Tuition or Advice Expenses Benefit'.

1.34 Unexpired Membership Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes entitled to the payment of a benefit under any of the following **Events**:

- i. **Events** 2 to 7, 11, 13, 14, 15; or
- ii. **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**) for which a **Doctor** certifies in writing will reasonably likely continue for a minimum period of twenty-six (26) weeks or the period for which the **Covered Person** has pre-paid a membership, association or registration fee (whichever is the greater);

We will pay the **Policyholder** or **Covered Person** a refund of such pre-paid, unused and non-refundable fees for the current season or membership period, up to the amount shown in the **Schedule** against Extension 1.34 – 'Unexpired Membership Benefit'.

This payment is calculated from the date the **Doctor** certifies that the **Covered Person** is prevented from participating and ends at the end of the current season or membership period which has been pre-paid.

This benefit is not payable if:

- a. the **Covered Person** has been certified by a **Doctor** as being prevented from participating only for a portion of the entire pre-paid period; and/or
- b. a refund, credit note or voucher has been received or been offered for the unused pre-paid fees.

Section 1: Exclusions

The following Exclusions apply to Section 1 of this **Policy**. Section 1 is also subject to the General Exclusions in Section 17 of this **Policy**.

1. **We** will not be liable to pay any benefit under Section 1 for an **Event(s)** which is directly or indirectly related to a **Pre-Existing Condition**.

Section 1: Conditions

The following Conditions apply to Section 1 of this **Policy**. Section 1 is also subject to the General Provisions in Section 18 of this **Policy**.

1. The **Covered Person** shall, as soon as reasonably practicable after the happening of a **Bodily Injury** or the manifestation of a **Sickness** giving rise to a claim under the **Policy**, procure and follow medical advice from a **Doctor**, as not doing so may prejudice **Our** rights and may result in **Us** reducing the amount payable under this **Policy**.
2. Unless specified otherwise in the **Policy**, all benefits will be paid to the **Policyholder** or such other person or persons and in such proportions the **Policyholder** nominates.
3. To the extent permitted under the *Insurance Contracts Act 1984 (Cth)*, if a benefit is payable under this Section 1 of the **Policy**, and is also payable under any other insurance policy held with **Us**, only one (1) policy shall be claimed against, being the policy with the greatest benefit.

Section 1: Age Limitations

- i. If a **Covered Person** is aged seventy-five (75) years or over, but under eighty-five (85) years at the time the entitlement to claim arose:
 - a. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - b. no benefit is payable under Extension 1.9 - 'Death by Specified Sickness Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of seventy-five (75) years, unless otherwise endorsed or stated in the **Schedule**.

- ii. If a **Covered Person** is aged eighty-five (85) years or over, but under ninety (90) years at the time the entitlement to claim arose:
 - a. cover under Section 1 **Event 1 (Accidental Death)** and **Events** 3–25, are limited to \$250,000 and **Event 2 (Permanent Total Disablement)** is limited to the amount shown in the **Schedule** against Part A – Lump Sum Benefits; and
 - b. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - c. no benefit is payable under Extension 1.9 - 'Death by Specified Sickness Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of eighty-five (85) years, unless otherwise endorsed or stated in the **Schedule**.

- iii. If a **Covered Person** is aged ninety (90) years or over at the time the entitlement to claim arose:
 - a. cover under Section 1 **Event 1 (Accidental Death)** and **Events** 3–25, are limited to a maximum of \$25,000; and
 - b. no benefit is payable under Section 1 **Event 2 (Permanent Total Disablement)**; and
 - c. no benefit is payable under Section 1 **Events** 31, 32, 37 or 38 (weekly benefits for **Temporary Total Disablement** or **Temporary Partial Disablement** for **Bodily Injury** or **Sickness**); and
 - d. no benefit is payable under Extension - 1.9 'Death by Specified Sickness Benefit'.

This clause will not prejudice any entitlement to claim benefits which arose before a **Covered Person** attained the age of ninety (90) years, unless otherwise endorsed or stated in the **Schedule**.

Section 2: Kidnap & Ransom/Extortion

Section 2: Extent of Cover

This Section 2 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

2.1 Kidnap & Ransom/Extortion

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey** and travelling for the purposes of business, the **Covered Person** is **Kidnapped** or allegedly **Kidnapped** or is the subject of an **Extortion**, **We** will reimburse the **Policyholder** for:

- i. **Extortion/Ransom Monies** paid; and
- ii. loss due to the destruction, disappearance, seizure or usurpation of **Extortion/Ransom Monies** being delivered to a person demanding those monies, by anyone who is authorised by the **Policyholder** or a **Covered Person** to have custody of the **Extortion/Ransom Monies** provided, however, that the **Kidnap** or **Extortion** which gave rise to the delivery is insured under this Section 2; and
- iii. **Kidnap/Extortion Related Expenses**; and
- iv. retaining independent security consultants for the exclusive function to investigate the **Kidnap**, negotiate the release of the **Covered Person**, pay any ransom, or execute the recovery of the **Covered Person**, provided that the **Policyholder** makes every practicable attempt to seek **Our** prior consent to the use of such consultants before any costs are incurred, as not seeking **Our** prior approval may prejudice **Our** rights and may reduce the benefits payable under this **Policy**.

The maximum **We** will pay per event is the amount shown in the **Schedule** against Section 2 – ‘Kidnap & Ransom/Extortion’.

Section 2: Definitions

Extortion means any:

- i. intimidation by a threat, or series of threats, to **Kidnap** or to cause death or **Bodily Injury** to a person; or
- ii. threat to divulge confidential, private, or secret information unique to the **Policyholder** or the **Policyholder's** business.

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.

Kidnap means the illegal abduction and holding hostage of one (1) or more **Covered Person(s)** for the purpose of demanding **Extortion/Ransom Monies** as a condition of release. A **Kidnap** in which more than one (1) **Covered Person** is abducted will be considered a single **Kidnap**.

Kidnap/Extortion Related Expenses means any of the following:

- i. reasonable payments made by the **Policyholder** to a person who provided information which led to the arrest of the individual(s) responsible for a **Kidnap** or **Extortion** insured under this Section 2;
- ii. reasonable and customary loan costs incurred by the **Policyholder** from a financial institution providing money to be used for payment of **Extortion/Ransom Monies**;
- iii. reasonable and customary travel and accommodation costs incurred by the **Policyholder** or a **Covered Person** as a result of a **Kidnap** or **Extortion**;

- iv. **Salary** paid by the **Policyholder** to a **Covered Person** or on behalf of a **Covered Person** who is the victim of a **Kidnap** or **Extortion** until the earliest of the following dates:
 - a. sixty (60) days after the release of the **Covered Person** from a **Kidnap**; or
 - b. discovery of the death of the **Covered Person**; or
 - c. one hundred and eighty (180) days after the **Policyholder** receives the last credible evidence that the **Covered Person** is still alive; or
 - d. sixty (60) months from the date of the **Kidnap**, if the **Covered Person** has not been released;
- v. payments made by the **Policyholder** for a temporary replacement **Employee** hired to perform the duties of a **Kidnap** victim for the duration of a **Kidnap** and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the **Kidnap**;
- vi. personal financial loss sustained by the **Covered Person(s)**. Coverage includes but is not limited to loss resulting from the **Covered Person(s)** failure to renew insurance contracts, failure to exercise stock options, failure to respond to margin or loan calls by financial institutions and failure to pay off personal loans or mortgages;
- vii. travel costs of a **Covered Person** who is the victim of a **Kidnap** to join their immediate family upon their release and the travel costs of an **Employee** to replace the **Kidnap** victim. Travel costs will be at economy fare in respect of a replacement **Employee**, and in respect of a **Covered Person**, travel costs shall be limited to the equivalent class of ticket originally purchased at the beginning of the **Journey** and will be applied once per **Covered Person** and replacement person;
- viii. reasonable and customary fees and expenses of a qualified interpreter or translation service to assist the **Policyholder** or a **Covered Person** in the event of a **Kidnap** or **Extortion**;
- ix. reasonable fees and expenses for independent medical, psychiatric and legal advice incurred by the **Policyholder** or the **Covered Person** with **Our** consent (such consent not to be unreasonably withheld or denied) relating to the **Kidnap** or **Extortion**; and
- x. any other reasonable and customary expenses incurred by the **Policyholder** with **Our** prior approval (such approval not to be unreasonably withheld or denied) in resolving a **Kidnap** or **Extortion** covered by this **Policy**.

Section 2: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

2.2 Public Relations Benefit

We will pay the **Policyholder** the reasonable expenses incurred to engage an independent image and/or public relations consultant to help protect and/or positively promote the **Policyholder's** business and corporate image in connection with a **Kidnap** or **Extortion** covered under this Section 2. Cover shall include the costs associated with media broadcasts.

The maximum amount **We** will pay is shown in the **Schedule** against Extension 2.2 – 'Public Relations Benefit'.

Section 2: Exclusions

The following Exclusions apply to Section 2 of this **Policy**. Section 2 is also subject to the General Exclusions in Section 17 of this **Policy**.

2.3 **We** are not liable for:

- i. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence. This Exclusion 2.3(i) shall not apply to **Extortion/Ransom Monies** being stored or transported for the purpose of paying an **Extortion** or **Kidnap** demand;
- ii. any loss from the **Kidnap** or **Extortion** of a **Covered Person** permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the **Kidnap** or **Extortion** occurs; or
- iii. any fraudulent or dishonest act committed by the **Policyholder**, a **Covered Person** or any person the **Policyholder** authorises to have custody of **Extortion/Ransom Monies**. This Exclusion 2.3(iii) shall not apply where a payment made by the **Policyholder** or a **Covered Person** is declared illegal by local authorities.

Section 2: Conditions

The following Conditions apply to Section 2 of this **Policy**. Section 2 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 2.4 A **Kidnap** where more than one (1) **Covered Person** is abducted shall be considered a single **Kidnap**.
- 2.5 The **Policyholder** and each **Covered Person** shall make a reasonable effort not to disclose the existence of this insurance.
- 2.6 Cover under this Section 2 is subject to the Aggregate Limit of Liability set out in General Provision 18.2 'Aggregate Limits of Liability' of this **Policy**.
- 2.7 Some types of **Kidnap/Extortion Related Expenses** and costs as described under clause 2.1, require the **Policyholder** or **Covered Person** to seek **Our** consent before incurring costs, as not seeking **Our** consent may prejudice **Our** rights and may reduce the benefits payable under this **Policy**. These are the fees and expenses described in clause 2.1 (iv) and the expenses described in clause (x) of the **Kidnap/Extortion Related Expenses** definition. To the extent that it is reasonably possible, the **Policyholder** and/or the **Covered Person** should not incur **Kidnap/Extortion Related Expenses** without seeking **Our** prior approval, approval which shall not be unreasonably withheld or delayed.

Section 3: Hijack & Detention

Section 3: Extent of Cover

This Section 3 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

3.1 Hijack & Detention

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is **Detained** for more than twelve (12) hours:

- i. as a result of a **Hijack**; or
- ii. by any government, state or other lawful authority for any reason (other than those circumstances excluded under Exclusion 3.3 below);

We will pay the **Policyholder** a daily benefit for each twenty-four (24) hour period of continued **Detention** up to the maximum amount and number of days shown in the **Schedule** against Section 3 – ‘Hijack & Detention’.

3.2 Legal costs

We will reimburse a **Covered Person** for legal costs incurred as a result of a **Detention** whilst on a **Journey**, the maximum amount **We** will pay is shown in the **Schedule** against Section 3 – ‘Hijack & Detention – Legal Costs’.

Section 3: Definitions

Detention/Detained means restraint by way of custody or confinement against the **Covered Person’s** will.

Hijack means the seizing of control of a **Conveyance** on which the **Covered Person** is a passenger.

Section 3: Exclusions

The following Exclusions apply to Section 3 of this **Policy**. Section 3 is also subject to the General Exclusions in Section 17 of this **Policy**.

- 3.3 **We** are not liable to pay a benefit under this Section 3 where the **Detention** is attributable to a valid allegation the **Covered Person** has contravened the law of any country or state.

Section 4: Medical & Additional Expenses and Cancellation & Curtailment Expenses

Section 4: Extent of Cover

This Section 4 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

4.1 Medical & Additional Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** sustains a **Bodily Injury** or **Sickness**, **We** will pay or reimburse the **Policyholder**, the **Covered Person** or the **Covered Person's** estate, as applicable, for the **Medical and Additional Expenses** incurred as a result of that **Bodily Injury** or **Sickness** for a period of up to twenty-four (24) months from the date of **Bodily Injury** or **Sickness**.

The maximum amount **We** will pay or reimburse is the sum insured shown in the **Schedule** against Section 4 – 'Medical & Additional Expenses'.

An **Excess** may apply for each claim for **Medical and Additional Expenses**. That **Excess** is the **Excess** specified in the **Schedule** against Section 4 – 'Medical & Additional Expenses'.

The definition of **Medical and Additional Expenses** specifies the expenses requiring **Our** prior consent before such costs are incurred. To the extent that it is reasonably possible, the **Policyholder** nor the **Covered Person** should incur **Medical and Additional Expenses** without seeking **Our** prior approval, as to do so may prejudice **Our** rights, and to that extent **We** may reduce the amount **We** will pay or reimburse under the **Policy**.

Medical and Additional Expenses sub-limits

The maximum amount **We** will pay for the following specific **Medical and Additional Expenses** is the amount shown in the **Schedule** against Section 4 – 'Medical & Additional Expenses – Sub-Limits':

- i. Dentures Expenses;
- ii. Ongoing Medical Expenses outside of Australia (where the **Covered Person's Country of Residence** is not Australia); and
- iii. Reasonable Funeral Expenses.

Section 4.1: Definitions

Medical and Additional Expenses means:

- i. all reasonable costs necessarily incurred outside the **Covered Person's Country of Residence** for hospital, surgical, diagnostic or remedial treatment, including but not limited to nursing, ambulance services, and medical supplies given or prescribed by a **Doctor** and reasonably and necessarily as a direct result of the **Covered Person's Accidental Death, Bodily Injury** or **Sickness**; and
- ii. all reasonable costs necessarily incurred for emergency dental treatment as result of a **Bodily Injury**, or to resolve an acute, spontaneous and unexpected onset of pain occurring outside the **Covered Person's Country of Residence**; No cover is provided for normal maintenance of dental health, or lack thereof; and
- iii. additional expenses or forfeited travel, hotel or out-of-pocket expenses reasonably and necessarily incurred as a direct result of the **Covered Person's Bodily Injury** or **Sickness**; and

- iv. reasonable travel and accommodation expenses of a maximum of two (2) persons who, as a result of the **Covered Person's Bodily Injury or Sickness**, are required to travel to or remain with the **Covered Person** in accordance with written medical advice from a **Doctor** and where approved or organised by the **Emergency Assistance Provider** in Section 5 of the **Policy** (such approval not to be unreasonably withheld or delayed); and
- v. expenses incurred in the evacuation of the **Covered Person** to the most suitable hospital or to the **Covered Person's Country of Residence** as a direct result of their **Bodily Injury or Sickness**, including necessary expenses recommended by a **Doctor** and approved or organised by the **Emergency Assistance Provider** in Section 5 of the **Policy** (such approval not to be unreasonably withheld or delayed) for qualified medical staff to accompany the **Covered Person**; and
- vi. expenses incurred in repatriating the **Covered Person** to the most suitable hospital or to the **Covered Person's** home address or transportation to another country agreed between the **Policyholder** or the **Covered Person, Us** and the **Emergency Assistance Provider** (such agreement shall not to be unreasonably withheld or delayed), provided that repatriation is required in accordance with the medical advice provided by a **Doctor** as a direct result of a **Covered Person's Bodily Injury or Sickness** and organised by the **Emergency Assistance Provider** in accordance with Section 5 of the **Policy**;
- vii. expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the **Covered Person's Bodily Injury**; and
- viii. where permissible by law, ongoing medical expenses and ongoing dental expenses incurred in a **Covered Person's Country of Residence**, for the treatment of a **Bodily Injury or Sickness**; or dental or optical condition arising out of a **Bodily Injury** first treated whilst the **Covered Person** was on a **Journey**; and
- ix. where a **Covered Person** has died, the reasonable funeral expenses incurred:
 - a. for the burial or cremation of the **Covered Person**; and/or
 - b. in transporting the **Covered Person's** body or ashes and personal effects (including the expenses incurred for one (1) **Close Relative** to accompany the transportation) to a place nominated by the **Covered Person's Spouse/Partner** or the legal representative of the **Covered Person's** estate.

4.2 Cancellation & Curtailment Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** necessarily forfeits or incurs reasonable additional travel, hotel, or out-of-pocket expenses (including Frequent Flyer or similar rewards points described in Section 6) as a result of any of the following circumstances:

- i. the **Covered Person's** unexpected death or **Bodily Injury or Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to commence or continue the **Journey**; or
- ii. the unexpected death, **Serious Injury** or **Serious Sickness** of a **Close Relative, Close Colleague** or travelling companion of a **Covered Person**; or
- iii. the loss or theft of a **Covered Person's** or their travelling companion's passport or **Travel Documents** during a **Journey**; or
- iv. the **Covered Person's** residence or business premises sustaining major loss, theft or damage; or
- v. the unexpected compulsory quarantine or jury service of the **Covered Person**; or
- vi. any other unforeseen circumstances outside the control of the **Policyholder** or the **Covered Person** not otherwise excluded under the **Policy**;

We will reimburse the **Policyholder** for those expenses.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 4 – 'Cancellation & Curtailment Expenses'. An **Excess** may apply for each claim for Cancellation & Curtailment Expenses and is specified in the **Schedule**.

Section 4: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

4.3 Continuous Worldwide Bed Confinement

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** sustains a **Bodily Injury** or **Sickness** which results in that person being confined to bed in accordance with the advice of a **Doctor** for a period not less than twenty-four (24) hours, **We** will pay the **Policyholder** or **Covered Person** a daily benefit for each day of continuous bed confinement.

The maximum daily benefit and maximum number of consecutive days is shown in the **Schedule** against Extension 4.3 – ‘Continuous Worldwide Bed Confinement’.

4.4 Financial Insolvency

We will reimburse the **Policyholder** or the **Covered Person** for reasonable additional expenses necessarily incurred due to the refusal, failure or inability of any person, company or organisation to provide services, facilities or accommodation, by reason of that person’s, company’s or organisation’s financial default or the financial default of any person, company or organisation with whom/which they deal.

For the avoidance of doubt, financial default may occur to, but is not limited to, any airline, transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation.

The maximum amount **We** will pay per **Covered Person** is the amount shown in the **Schedule** against Extension 4.4 – ‘Financial Insolvency’.

The maximum amount **We** will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 4, Extension 4.4 – Financial Insolvency.

Conditions applicable to Financial Insolvency cover:

- i. Cover under this Section 4.4 only applies where the travel or accommodation was booked through an accredited travel agent in Australia.
- ii. Where it is within the reasonable power of the **Policyholder** or **Covered Person** to do so, either or both shall make reasonable attempts to contact credit card providers to reverse the relevant transactions, and evidence of these attempts are shared with **Us**.
- iii. Where it is within the reasonable power of the **Policyholder** or **Covered Person** to do so, either or both shall make reasonable attempts to seek compensation from any other available source. Any compensation recovered by the **Policyholder** or **Covered Person** will be brought into account and deducted from the claim.

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

- i. losses caused by the insolvency of any person, company or organisation if that provider was insolvent at the time the **Journey** was booked, or where a person in the position of the **Policyholder** or **Covered Person** would have reason to believe the provider was insolvent; or
- ii. losses recoverable from any other source with the exception of other insurance.

4.5 HIV/AIDS – Lump Sum Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a result of:

- i. a **Bodily Injury**; or
- ii. an **Accident**; or
- iii. receiving medical treatment for a **Bodily Injury** or **Sickness** provided by a **Doctor** or registered nurse;

We will pay the **Covered Person** the lump sum benefit amount as shown in the **Schedule** against Extension 4.5 – ‘HIV/AIDS – Lump Sum Benefit’. Provided that the **Covered Person** is positively diagnosed within one hundred and eighty (180) days of the date of the event giving rise to the infection.

4.6 Non-Medical Incidental Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is hospitalised as a result of a **Bodily Injury** or **Sickness**, **We** will reimburse the **Policyholder** or **Covered Person** for any reasonably incurred non-medical incidental expenses, including but not limited to telephone, television, Wi-Fi, newspapers expenses.

The maximum amount **We** will pay for each day and the maximum benefit per hospitalisation is shown in the **Schedule** against Extension 4.6 – ‘Non-Medical Incidental Expenses’.

4.7 Uninsured Persons Evacuation

If a **Covered Person** requires emergency evacuation as a result of a **Bodily Injury** or **Sickness** covered by this **Policy**, **We** will also pay for the emergency evacuation of an uninsured person who is accompanying the **Covered Person** and who has also sustained **Bodily Injury** or **Sickness**.

The maximum amount **We** will pay per uninsured person and per event is shown in the **Schedule** against Extension 4.7 – ‘Uninsured Persons Evacuation’.

Section 4: Exclusions

The following Exclusions apply to Section 4 of this **Policy**. Section 4 is also subject to the General Exclusions in Section 17 of this **Policy**.

4.8 **We** will not pay any expenses:

- i. incurred where a **Journey** is undertaken against the advice of the **Covered Person’s** treating **Doctor** who has certified that the **Covered Person** is unfit to travel, or if the sole purpose of the **Journey** is to enable the **Covered Person** to seek medical attention for a **Pre-Existing Condition** or for the purpose of undergoing any form of cosmetic or elective surgery; or
- ii. incurred later than twenty-four (24) months after the date the **Covered Person** sustains a **Bodily Injury** or **Sickness** covered by this **Policy**; or
- iii. incurred for any medication or ongoing treatment for a **Pre-Existing Condition** and which medication or treatment the **Covered Person** has been advised to continue during travel; or
- iv. incurred for routine medical, optical or dental treatment or consultation; or
- v. arising out of:
 - a. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if a warning of such action was issued before the date the **Journey** was booked; or

- b. civil unrest in circumstances where the civil unrest was in existence prior to the commencement of the **Journey**, or where a warning was issued before the commencement of the **Journey** that such events were likely to occur; or
 - c. carrier caused delays or cancellations where the expenses are recoverable from the carrier; or
 - d. any business or financial or contractual obligations of the **Policyholder**, the **Covered Person** or any other person upon whom the travel depends; or
 - e. any change of plans (with the exception of those outside the control of the **Covered Person**) where such change of plans are due to a disinclination on the part of the **Covered Person**, or of any other person, to travel; or
 - f. the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour; or
- vi. for non-financial loss, such as a loss of enjoyment.

Section 5: Emergency Assistance

Section 5: Extent of Cover

The **Emergency Assistance Provider** and contact details are shown in the **Schedule** against Section 5 – Emergency Assistance.

This Section 5 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

5.1 **Emergency Assistance**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** requires emergency assistance, the **Covered Person** shall contact the **Emergency Assistance Provider** as soon as is reasonably practicable in the circumstances of the emergency.

Emergency assistance may include any one (1) or more of the following services, and shall be organised by the **Emergency Assistance Provider**:

- i. repatriation, organised by the **Emergency Assistance Provider** using the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the **Covered Person's** home address;
- ii. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany a **Covered Person**;
- iii. payment of other emergency assistance expenses;
- iv. provision of worldwide twenty-four (24) hour telephone access to the **Emergency Assistance Provider's** network;
- v. emergency travel assistance;
- vi. emergency medical evacuation;
- vii. medically supervised repatriation;
- viii. assistance in replacing lost or stolen passports, travel documents and credit cards;
- ix. legal assistance;
- x. interpreter access and referral;
- xi. compassionate visit if travelling alone and hospitalised for more than one (1) week;
- xii. assistance in tracing delayed or lost luggage; and
- xiii. payment of approved medical services by claims process or redirection of hospital accounts to **Us**.

Section 5: Conditions

The following Conditions apply to Section 5 of this **Policy**, in addition to the General Provisions applicable to all Sections of the **Policy**.

- 5.2 The **Policyholder** or **Covered Person** shall make every practicable effort to inform the **Emergency Assistance Provider** of any potential claim under this Section 5, and to the extent it is within the **Policyholder** or **Covered Person's** ability to do so, shall follow the instructions or directions given by the **Emergency Assistance Provider**.

- 5.3 The cover provided by this **Policy** shall not be prejudiced if the **Policyholder** or **Covered Person**, for reasons beyond their control, could not contact the **Emergency Assistance Provider** at the time of an event covered by this **Policy**, and had no alternative but to make independent arrangements, provided the arrangements were made in accordance with the advice of a **Doctor** or otherwise reasonable in the circumstances.
- 5.4 To the extent that it is reasonably possible, the **Policyholder** and/or the **Covered Person** must not attempt to resolve problems encountered without advising the **Emergency Assistance Provider** as this may prejudice **Our** rights and reduce the amount payable under this Section 5.
- 5.5 If assistance is provided in good faith and with the **Policyholder's** consent, to any person not insured under the **Policy**, then the **Policyholder** must reimburse **Us** for all costs incurred.

Section 6: Loss of Deposits

Section 6: Extent of Cover

This Section 6 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

6.1 Loss of Deposits

If, during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Policyholder** or the **Covered Person** incur loss of **Travel and Accommodation Expenses** paid in advance of a proposed **Journey** following the necessary alteration or cancellation of a **Journey** due to an **Unforeseen Circumstance**, **We** will reimburse the **Policyholder** or **Covered Person** for the lesser of:

- i. the non-refundable, unused portion of any forfeited **Travel and Accommodation Expenses**, including travel agents' cancellation fees; or
- ii. any necessarily incurred additional costs to alter the original **Journey**, so as to travel at another time.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 6 – Loss of Deposits. An **Excess** may apply to each claim, and if so, is specified in the **Schedule**.

6.2 Financial Insolvency

We will reimburse the **Policyholder** or the **Covered Person** for **Travel and Accommodation Expenses** lost due to the refusal, failure or inability of any person, company or organisation to provide services, facilities or accommodation, by reason of that person's, company's or organisation's financial default, or the financial default of any person, company or organisation with whom/which they deal.

For the avoidance of doubt, financial default may occur to, but is not limited to, any airline, transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation.

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 6 – Financial Insolvency. This cover is subject to the same Provisions and Exclusions applicable to Extension 4.4 – 'Financial Insolvency'.

An **Excess** may apply to each claim, and if so, is specified in the **Schedule**.

Conditions applicable to Financial Insolvency cover:

- i. cover under this Section 6.2 only applies where the travel or accommodation was booked through an accredited travel agent in Australia.
- ii. where it is within the reasonable power of the **Policyholder** or **Covered Person** to do so, either or both shall make reasonable attempts to contact credit card providers to reverse the relevant transactions, and evidence of these attempts are shared with **Us**.
- iii. where it is within the reasonable power of the **Policyholder** or **Covered Person** to do so, either or both shall make reasonable attempts to seek compensation from any other available source. Any compensation recovered by the **Policyholder** or **Covered Person** will be brought into account and deducted from the claim.

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

- i. losses caused by the insolvency of any person, company or organisation if that provider was insolvent at the time the **Journey** was booked, or where a person in the position of the **Policyholder** or **Covered Person** would have reason to believe the provider was insolvent; or
- ii. losses recoverable from any other source with the exception of other insurance.

Section 6: Definitions

Travel and Accommodation Expenses means any amount that the **Policyholder** or the **Covered Person** has paid or is liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food, individual event registration fees or entertainment tickets including travel agent or booking fees, organised tours or conference/seminar facilities, which neither the **Policyholder** nor the **Covered Person** is able to use as a result of any **Unforeseen Circumstance**.

Travel and Accommodation Expenses also includes the reasonable cost to rearrange transportation of any type, accommodation, food, individual event registration fees or entertainment tickets including travel agent or booking fees, organised tours or conference/seminar facilities.

Unforeseen Circumstance means:

- i. the **Covered Person's** unexpected death, or a **Bodily Injury** or a **Sickness** which results in the **Covered Person** being certified by a **Doctor** as unfit to commence or continue the **Journey**; or
- ii. the unexpected death, or **Serious Injury** or **Serious Sickness** of a **Close Relative**, **Close Colleague** or travelling companion of a **Covered Person**; or
- iii. loss of or theft of the **Covered Person's** or their travelling companion's passport or **Travel Documents** during a **Journey**; or
- iv. the **Covered Person's** residence or business premises sustaining major loss, theft or damage; or
- v. the unexpected compulsory quarantine or jury service of the **Covered Person**; or
- vi. any other unforeseen circumstance outside the control of the **Policyholder** or the **Covered Person** and not otherwise excluded under the **Policy**.

Section 6: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

6.3 Corporate Events

Subject to the terms, Conditions and Exclusions of the **Policy**, coverage under this Section 6 is extended to include any person who is invited to travel as a guest of, and attend events organised or hosted by, the **Policyholder**, but who does not otherwise fall within the definition of a **Covered Person**.

The maximum amount **We** will pay per person and per event are shown in the **Schedule** against Extension 6.3 – 'Corporate Event'.

Exclusion applicable to Corporate Events Extension

No cover is provided under this Extension 6.3 for losses or expenses recoverable from any other source (including other insurance) within a reasonable time and after reasonable efforts have been made to seek recovery.

6.4 Damage To Residence

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person's** normal place of residence is rendered uninhabitable due to accidental damage and the **Covered Person** is unable to live in the property at the completion of their **Journey**, **We** will reimburse additional accommodation expenses incurred up to the amount as shown in the **Schedule** against Extension 6.4 – 'Damage to Residence' for each day the residence remains unsafe following completion of the **Journey**, up to the maximum amount shown in the **Schedule** against Extension 6.4 – 'Damage to Residence'. Provided this benefit is not otherwise insured under a home and/or contents insurance, or other insurance policy.

6.5 Frequent Flyer Points

If, during the **Period of Insurance** and whilst the person is a **Covered Person**, the **Policyholder** or **Covered Person** purchases an airline ticket or other **Travel and Accommodation Expenses** using frequent flyer or similar reward points, and the airline ticket or other **Travel and Accommodation Expenses**:

- i. is subsequently cancelled, curtailed or altered as a result of an **Unforeseen Circumstance**; and
- ii. the lost points cannot be recovered from the issuer of the points within a reasonable timeframe, after reasonable efforts have been made to seek recovery,

We will reimburse the **Policyholder** or **Covered Person** the retail price of that ticket or other expense up to the amount shown in the **Schedule** against Extension 6.5 – Frequent Flyer Points.

6.6 Lounge Access

We shall reimburse the **Covered Person** for the cost of entry to a paid lounge reasonably incurred if a **Covered Person** has arrived at an airport while on a **Journey**, and the next immediate flight is delayed by not less than ninety (90) minutes from its scheduled departure time. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 6.6 – ‘Lounge Access’.

Provided that:

- i. the **Covered Person** is not travelling in a class that automatically provides for airline lounge access; and
- ii. check-in formalities have been completed; and
- iii. no advice had been received from the airline prior to arrival at the airport that the flight was to be delayed; and
- iv. the amount payable under this benefit will be reduced by the amount of any compensation paid by the carrier or any other source.

If there is no lounge access available, coverage is extended to out of pocket expenses including, but not limited to phone charges and food.

6.7 Pet Boarding Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person’s Journey** is unexpectedly extended due to **Unforeseen Circumstances** outside the control of the **Covered Person**, which results in their **Journey** being delayed by more than twenty-four (24) hours, **We** will reimburse the **Covered Person** for necessary and reasonable expenses incurred for additional pet boarding due to the late return.

The maximum amount **We** will pay is shown in the **Schedule** against Extension 6.7 – ‘Pet Boarding Expenses’.

Section 6: Exclusions

The following Exclusions apply to Section 6 of this **Policy**. Section 6 is also subject to the General Exclusions in Section 17 of this **Policy**.

6.8 **We** will not pay any expenses arising out of:

- i. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if a warning of such action was issued before the date the **Journey** was booked; or
- ii. civil unrest in circumstances where the civil unrest was in existence prior to the commencement of the **Journey**, or where a warning was issued before the commencement of the **Journey** that such events were likely to occur; or

- iii. carrier caused delays or cancellations where the expenses are recoverable from the carrier; or
- iv. any business, financial or contractual obligations of the **Policyholder**, the **Covered Person** or any other person upon whom the travel depends; or
- v. any change of plans (with the exception of those outside the control of the **Covered Person**) where such change of plans are due to a disinclination on the part of a **Covered Person**, or of any other person, to travel; or
- vi. the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the required number of persons to commence any **Journey** or tour; or
- vii. for non-financial loss, such as a loss of enjoyment; or
- viii. circumstances where a **Journey** is booked against the advice of the **Covered Person's** treating **Doctor** who has certified that the **Covered Person** is unfit to travel, or if the sole purpose of the **Journey** is to enable the **Covered Person** to seek medical attention for a **Pre-Existing Condition** or for the purpose of undergoing any form of cosmetic or elective surgery.

Section 7: Baggage, Electronic Equipment & Money

Section 7: Extent of Cover

This Section 7 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

7.1 **Baggage/Business Property**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person's Baggage** and/or **Business Property** is **Lost**, stolen or damaged, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such loss, theft or damage up to the corresponding sum insured shown in the **Schedule** against Section 7 – Baggage/Business Property.

An **Excess** may apply for each claim under this clause 7.1, and if so, that **Excess** is specified in the **Schedule** against Section 7 – Baggage/Business Property.

Section 7.1 Baggage/Business Property – Limit any one (1) item

The maximum amount **We** will pay for any one (1) item of **Baggage** and/or **Business Property** is the amount shown in the **Schedule** against Section 7 – Baggage/Business Property – Limit any one (1) item. Any one (1) item means one item (including but not limited to its attached or unattached accessories) or a set or pair of items such as earrings, cufflinks, set of golf clubs, a camera body and its standard lens, shoes, jacket and trousers (suit), gloves.

The maximum amount we will pay for all items of **Baggage** and/or **Business Property** is the amount shown in the **Schedule** against Section 7 – Baggage/Business Property.

Section 7.1: Exclusions applying to Baggage and Business Property

The following Exclusions apply to this clause 7.1 of this **Policy**, and apply in addition to the General Exclusions applicable to all Sections of this **Policy**.

We are not liable for any loss, theft, damage or expenses:

- i. in respect of **Baggage** and **Business Property**:
 - a. due to confiscation by Customs or any other lawful authority, where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
 - b. shipped under any freight agreement or sent by postal or courier services (but this Exclusion 7.1 (i)(b) shall not apply to the coverage provided under Extension 7.13 - 'Repatriation of Belongings');
 - c. recoverable from any other source (with the exception of other insurance), unless the **Policyholder** or the **Covered Person** have been unable to obtain recovery after reasonable efforts have been made to seek a recovery from that other source; or
 - d. belonging to vehicles or their accessories (except keys);
 - e. caused by:
 1. activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 2. mechanical or electrical failure;
 3. any process of cleaning, restoring, repairing or alteration; or
 4. scratching or breaking of fragile or brittle articles when caused by the negligence of the **Policyholder** and/or **Covered Person**.

- ii. in respect of jewellery:
 - a. any jewellery that is left unattended, unless:
 - 1. securely locked inside a building or securely locked out of sight inside a motor vehicle; or
 - 2. the **Covered Person** had no option other than to leave the jewellery unattended due to an emergency medical, security or evacuation situation;
 - b. any jewellery that is carried in or on a **Conveyance** unless:
 - 1. worn by the **Covered Person** or accompanying the **Covered Person** as cabin baggage; or
 - 2. the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be placed in the hold prohibiting the **Covered Person** from carrying the item(s) as personal cabin baggage. Where the **Covered Person** is so prohibited, the jewellery must be reasonably and adequately packaged and protected from theft or damage.

7.2 Deprivation of Baggage

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person's Baggage** is delayed, misdirected or temporarily mislaid by any transport carrier for not less than six (6) consecutive hours, **We** will reimburse any reasonable expenses incurred by a **Covered Person** in purchasing essential replacement clothing and toiletries up to the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.

Section 7.2 Extension applying to Deprivation of Baggage

If, after a further seventy-two (72) hours, the **Covered Person's Baggage** remains delayed, misdirected or temporarily mislaid, and the **Covered Person** has not less than one (1) week of their **Journey** remaining, **We** will reimburse the further reasonable expenses incurred by a **Covered Person** to purchase essential replacement clothing and toiletries up to fifty percent (50%) of the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.

Section 7.2 Conditions applying to Deprivation of Baggage

- i. the maximum amount **We** will pay pursuant to this clause 7.2 is one hundred and fifty percent (150%) of the amount shown in the **Schedule** against Section 7 – Deprivation of Baggage.
- ii. in the event that any amount is reimbursed under this Deprivation of Baggage cover for a replacement item, that amount will be deducted from claims accepted against **Baggage/Business Property, Electronic Equipment and Money** and/or **Travel Documents** for the corresponding item which was replaced

7.3 Electronic Equipment

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person's Electronic Equipment** is **Lost**, stolen or damaged, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such loss, theft or damage up to the amount shown in the **Schedule** against Section 7 – Electronic Equipment.

An **Excess** may apply to each claim under this clause 7.3, and if so, it shall be the **Excess** specified in the **Schedule** against Section 7 – Electronic Equipment.

Section 7.3 Exclusions applying to Electronic Equipment

The following Exclusions apply to this clause 7.3 of this **Policy**, and apply in addition to the General Exclusions applicable to all Sections of this **Policy**.

We are not liable for any theft, loss or damage and will not pay any expenses in respect of **Electronic Equipment**:

- i. due to confiscation by Customs, or any other lawful authority, where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;

- ii. shipped under any freight agreement or sent by postal or courier services, however, this Exclusion 7.3 (ii) shall not apply to the coverage provided under Extension 7.13 - 'Repatriation of Belongings');
- iii. stolen, or where attempted theft occurs, while the **Electronic Equipment** is unattended. This Exclusion 7.3 (iii) shall not apply where the **Electronic Equipment** is securely locked inside a building, or securely locked out of sight inside a motor vehicle, or where the **Covered Person** has no option other than to leave the **Electronic Equipment** unattended due to an emergency medical, security or evacuation situation;
- iv. where **Electronic Equipment** is carried in or on a **Conveyance** unless:
 - a. carried by the **Covered Person** or accompanying the **Covered Person** as cabin baggage; or
 - b. the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be checked in as baggage or placed in the hold, prohibiting the **Covered Person** from carrying the item(s) as cabin baggage. Where the **Covered Person** is so prohibited, the **Electronic Equipment** must be reasonably and adequately packaged and protected from theft or damage;
- v. in respect of any electronic data or software (however, this Exclusion 7.3 (v) does not apply to 7.9 - Data Recovery Benefit);
- vi. recoverable from any other source (with the exception of other insurance) unless the **Policyholder** or the **Covered Person** have been unable to obtain recovery from that other source within a reasonable timeframe and after reasonable efforts have been made;
- vii. caused by:
 - a. activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
 - b. mechanical or electrical failure;
 - c. any process of cleaning, restoring, repairing or alteration; or
 - d. scratching or breaking of fragile or brittle articles, if as a result of negligence of the **Policyholder** and/or **Covered Person**.

7.4 **Fraudulent Use of Money/Travel Documents**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains loss arising out of the unauthorised or fraudulent use of **Money** and/or **Travel Documents** following a physical theft of such **Money** and/or **Travel Documents**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such loss.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 – Fraudulent use of Money/Travel Documents.

7.5 **Money/Travel Documents**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains **Loss** of, theft of or damage to their **Money** and/or **Travel Documents**, **We** will indemnify the **Policyholder** or the **Covered Person** in respect of such loss, theft or damage. **We** will also pay the **Covered Person** for the non-recoverable costs of replacing any **Money** and/or **Travel Documents** lost, stolen or damaged where all reasonable actions have been taken to seek recovery of such costs.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Section 7 – Money/Travel Documents.

An **Excess** may apply for each claim under this clause 7.5, and if so, it is the **Excess** specified in the **Schedule** against Section 7 – Money/Travel Documents.

Section 7.5 Exclusions applying to Money/Travel Documents

The following Exclusions apply to this clause 7.5 of this **Policy**, and apply in addition to the General Exclusions applicable to all Sections of this **Policy**.

We shall not be liable for any **Loss**, theft, or damage and will not pay any expenses in respect of **Money and Travel Documents**:

- i. due to confiscation by Customs, or any other lawful authority, where the **Policyholder's** and/or **Covered Person's** use and/or possession of such item(s) is unlawful;
- ii. arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
- iii. in excess of the amount of coins and bank notes allowed by any applicable currency regulations at the time of the commencement of the **Journey**;
- iv. where **Money** and/or **Travel Documents** are carried in or on a **Conveyance**, unless accompanying the **Covered Person** as personal cabin baggage, or unless the **Conveyance** operator has specifically instructed the **Policyholder** or **Covered Person** that such item(s) must be checked in as baggage or placed in the hold, prohibiting the **Covered Person** from carrying such item(s) as cabin baggage;
- v. where **Money** and/or **Travel Documents** are left unattended, however, this Exclusion 7.5 (v) shall not apply where the **Money** and/or **Travel Documents** are securely locked inside a building, or securely locked out of sight inside a motor vehicle, or where the **Covered Person** has no option other than to leave the **Money** and/or **Travel Documents** unattended due to an emergency medical, security or evacuation situation; or
- vi. recoverable from any other source (with the exception of other insurance), unless the **Policyholder** or the **Covered Person** have been unable to recover from that other source within a reasonable timeframe and after reasonable efforts have been made.

Section 7: Definitions

Baggage means personal property belonging to the **Policyholder** or a **Covered Person** or for which a **Covered Person** is legally responsible, and is taken on or acquired during a **Journey**. **Baggage** does not include:

- i. household furniture or effects, unless acquired during the **Journey**; or
- ii. motor vehicles.

Business Property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery. **Business Property** also includes any other goods intended for use in connection with any trade, business or occupation.

Electronic Equipment means any computer (including laptops, notebooks, tablets and palm pilots), digital cameras and cameras, mobile phones, global positioning devices, wearable electronic devices, smart/hybrid watches, medical or therapeutic devices, personal music/recording/gaming devices and other electronic items which are intended for either business or personal use.

Identity Theft means the theft of **Travel Documents** or personal data relating to **Covered Person's** identity occurring while the **Covered Person** is on a **Journey**, and which results in fraudulent, unauthorised, dishonest, or unlawful use of the **Covered Person's** personal details.

Loss/Lost with respect to an item, means the item cannot be found or its whereabouts are unknown, or where the item is unrecoverable due to circumstances outside the control of the **Policyholder** or **Covered Person**.

Money means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, automatic teller machine cards, credit cards (including cards stored in a digital wallet), petrol and other coupons or other physical negotiable instruments.

Section 7: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

7.6 Identity Theft

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is the victim of **Identity Theft**, **We** will indemnify the **Covered Person** for reasonable **Identity Theft Expenses**.

For the purpose of this Extension 7.6, **Identity Theft Expenses** means expenses incurred to:

- i. resolve any dispute arising as a result of **Identity Theft**; and
- ii. pursue closure of any disputed areas, accounts, credit facilities or other facilities or commitments; and
- iii. re-submit applications for loans, grants, other credit or debit instruments that are rejected due to the lender receiving incorrect information as the result of **Identity Theft**; and
- iv. contest the completeness or accuracy of any information contained in the **Covered Person's** credit history or credit reports, including the reasonable cost of obtaining four (4) credit reports from an entity approved by the Australian Securities and Investments Commission (ASIC) or similar relevant entity if conducted outside Australia; and
- v. notarise affidavits or other similar documents, and amend or rectify records with respect to the **Covered Person's** true name or identity and which have been altered as the result of **Identity Theft**, including any related costs incurred for certified mail and long-distance telephone calls; and
- vi. defend any legal action brought against the **Covered Person** by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of **Identity Theft**; and
- vii. remove any civil or criminal judgment wrongfully entered against the **Covered Person** as a result of **Identity Theft**; and
- viii. obtain legal copies of documents related to the **Covered Person's Identity Theft**, including any costs incurred for certified mail and long-distance telephone calls in efforts to report the **Identity Theft**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.6 – 'Identity Theft'.

The **Policyholder** and/or any **Covered Person** should seek **Our** consent before incurring expenses under this Extension 7.6. Incurring expenses under this Extension 7.6 without **Our** consent may prejudice **Our** rights and as such, **We** may reduce the amount of expenses reimbursed under this Extension 7.6.

Section 7.6 Exclusions applying to Identity Theft

We shall not be liable for any expenses incurred in respect of **Identity Theft** for:

- i. any item which has been purchased by fraudulent use of the **Covered Person's** identity;
- ii. any loss arising from any business pursuits or the theft of a commercial identity;
- iii. authorised charges that the **Covered Person** has disputed based on the quality of goods or services;
- iv. theft of the **Covered Person's** identity by a family member who lives with the **Covered Person** at the **Covered Person's** home address.

7.7 Identity Theft – Lost Earnings

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is the victim of **Identity Theft**, **We** will pay the **Policyholder** or **Covered Person** for **Salary** lost as a result of reasonable time off work to:

- i. seek legal advice; or
- ii. complete fraud affidavits; or
- iii. meet with law enforcement agencies or other relevant authorities; or
- iv. meet with credit agencies or merchants; or
- v. attend to any other tasks necessary to correct financial and legal records,

in connection with the **Identity Theft**, provided that **We** have given **Our** prior consent (such consent not to be unreasonably withheld or denied) to the expenses having been incurred. Incurring expenses under this Extension 7.7 without contacting **Us** may prejudice **Our** rights and as such, **We** may reduce the amount **We** will pay under this **Policy**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.7 – ‘Identity Theft – Lost Earnings’.

7.8 Data Connection Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains theft of, damage to or **Loss** of a mobile phone, **We** will reimburse the expenses incurred to replace any network plan, software & applications installation, and to restore any connection or settings configuration. Provided that the **Loss**, theft, or damage to the mobile phone is reported:

- i. to the police, transport carrier or other local authority as soon as is reasonably practicable, and if it is reasonably within the power of the **Covered Person**, to provide **Us** with a written copy of that report; and
- ii. to the service provider and the device blocked using the IMEI (International Mobile Equipment Identity) number, and if it is reasonably within the power of the **Covered Person**, to provide **Us** with a written copy of the report made to the service provider.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.8 – ‘Data Connection Benefit’.

7.9 Data Recovery Benefit

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** sustains damage to a laptop, tablet, computer hard drive, or any external drive (including but not limited to a flash drive or SD card), **We** will reimburse the **Covered Person** for expenses incurred to recover the data on the damaged drive. Provided that:

- i. the data recovery is carried out by an information technology professional; and
- ii. the data recovery is not carried out by a **Close Relative** or person permanently living with the **Covered Person**.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.9 – ‘Data Recovery Benefit’.

7.10 Home Burglary Excess

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person’s** normal place of residence is burgled, **We** will reimburse the **Covered Person** for the excess amount payable under their home and contents insurance policy, up to the maximum amount shown in the **Schedule** against Extension 7.10 – ‘Home Burglary Excess’.

7.11 Keys & Locks

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** loses their identification and keys at the same time, **We** will reimburse the **Covered Person** for the costs incurred in the replacement of keys and locks to their home and/or motor vehicle.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.11 – 'Keys & Locks'.

7.12 Repatriation of Belongings

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person**:

- i. sustains a **Bodily Injury** or **Sickness** for which they are hospitalised for a period of more than twenty-four (24) hours; or
- ii. is evacuated and repatriated; and as a result, is separated from their belongings, **We** will reimburse any reasonable expenses reasonably incurred in transporting the **Covered Person's** **Baggage, Business Property, Electronic Equipment, Money** and/or **Travel Documents** to them, either at their normal place of work or normal place of residence.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 7.12 – 'Repatriation of Belongings'.

7.13 Time Extensions

Notwithstanding the Extent of Cover clause, in respect of:

- i. **Money** held for the purpose of a **Journey**, cover commences 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 continues for a period of seventy-two (72) hours after termination of the **Journey** or until deposit at a financial institution, whichever occurs first.
- ii. **Business Property** and **Electronic Equipment** used as business equipment and taken on a **Journey**, cover commences at the time of collection from the **Covered Person's** normal place of work or seventy-two (72) hours prior to commencement of the **Journey**, whichever is the later, and continues until such **Business Property** and **Electronic Equipment** is either returned to the **Covered Person's** normal place of work, or for a period of seventy-two (72) hours after termination of the **Journey**, whichever occurs first.

Section 7: Basis of Settlement

7.14 In respect of **Baggage, Business Property** or **Electronic Equipment** less than three (3) years old, **We** will:

- i. where it is reasonably practicable to do so, repair the item to the condition it was in when new; or
- ii. where the cost of repair exceeds the cost of replacement, replace the item with the nearest new equivalent; or
- iii. where repair or replacement is not reasonably practicable, or where the **Covered Person** requests a cash settlement, pay the cost of such replacement or repair.

7.15 In respect of all other property **We** will, where it is reasonably practicable to do so:

- i. repair it to the condition it was in immediately prior to the **Loss**, theft or damage; or
- ii. where the cost of repair exceeds the cost of replacement, replace it with property of similar age and condition; or

- iii. where repair or replacement is not reasonably practicable, or where the **Covered Person** requests a cash settlement, pay the indemnity value of the property calculated at the time of the **Loss**, theft or damage.

7.16 In each of the clauses 7.14 and 7.15 above, the maximum amount **We** will pay is the sum insured stated in the **Schedule** in respect of **Baggage**, **Business Property** or **Electronic Equipment** as applicable.

Section 7: Conditions

The following Conditions apply to Section 7 of this **Policy**. Section 7 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 7.17 The **Covered Person** shall take reasonable precautions to secure and supervise **Baggage** and/or **Business Property**, **Electronic Equipment** or **Money** and/or **Travel Documents**.
- 7.18 The **Covered Person** shall make every practicable effort to report any **Loss**, theft, damage, or deprivation of **Baggage**, **Business Property**, **Electronic Equipment**, **Money** and/or **Travel Documents** to the police, transport carrier, service provider or issuing authority (as appropriate) as soon as reasonably possible following discovery of the **Loss**, theft, damage or deprivation. A copy of any written report or incident number issued by the police, a service provider or a transport carrier should be provided to **Us** at the time of making a claim.
- 7.19 If **We** pay a claim under this Section 7, **We** may take and keep possession of such property and to deal with it in a manner that is reasonable in the circumstances.

Section 8: Alternative Employee & Resumption of Assignment Expenses

Section 8: Extent of Cover

This Section 8 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

8.1 Alternative Employee & Resumption of Assignment Expenses

If, during the **Period of Insurance**, the **Policyholder** incurs **Alternative Employee Expenses** or **Resumption of Assignment Expenses** as a result of:

- i. a **Covered Person** dying or sustaining **Bodily Injury** or **Sickness** while on a **Journey** and the **Bodily Injury** or **Sickness**:
 - a. entirely prevents that **Covered Person** from carrying out their usual occupation; and
 - b. is likely to last the lesser of the duration of the **Journey** or seven (7) days; or
- ii. a claim being admitted and accepted for the cancellation or curtailment of a **Covered Person's Journey** under Section 4 of the **Policy**,

We will reimburse the **Policyholder** for such expenses up to the sum insured shown in the **Schedule** against Section 8 – Alternative Employee & Resumption of Assignment Expenses.

Section 8: Definitions

Alternative Employee Expenses means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities, of the **Covered Person**.

Resumption of Assignment Expenses means all reasonable and necessary expenses incurred in returning the **Covered Person** to re-commence an assignment within ninety (90) days of returning to their **Country of Residence** on written approval of **Our** medical advisor and the **Covered Person's Doctor**. If **Our** medical advisor forms an opinion that is contrary to the **Covered Person's Doctor**, **We** will obtain the opinion of an independent **Doctor** to be mutually agreed upon by the parties.

Section 8: Exclusions

The following Exclusions apply to Section 8 of this **Policy**. Section 8 is also subject to the General Exclusions in Section 17 of this **Policy**.

8.2 **We** will not pay any expenses:

- i. incurred when the **Covered Person** undertakes a **Journey** against the advice of a **Doctor**; or
- ii. which the **Policyholder** or the **Covered Person** had paid or budgeted for before the commencement of a **Journey**.

Section 8: Conditions

The following Conditions apply to Section 8 of this **Policy**. Section 8 of this **Policy** is also subject to the General Provisions in Section 18 of this **Policy**.

- 8.3 Cover is limited to a business class return air flight (or lower class if that was the class of ticket used by the **Covered Person** on the original **Journey**) and the other essential reasonable expenses incurred in the transportation of the substitute person to complete the assignment, or for the initial **Covered Person** to resume the assignment.

- 8.4 The **Policyholder** and/or a **Covered Person** should seek **Our** prior consent (which will not be unreasonably withheld or delayed) before incurring expenses under this Section 8, as failing to do so may prejudice **Our** rights and **We** may reduce the amount we will pay under this **Policy**.

Section 9: Personal Liability

Section 9: Extent of Cover

This Section 9 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

9.1 Personal Liability

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** becomes legally liable to pay damages in respect of either **Bodily Injury** to any person or loss of or damage to property caused by an **Accident**, **We** will indemnify the **Covered Person** against such damages up to the sum insured shown in the **Schedule** against Section 9 – Personal Liability any one **Occurrence**.

Section 9: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

9.2 Additional Payments

In connection with an event that has resulted in a valid claim under this Section 9, **We** will pay, in addition to the amount shown in the **Schedule** against Section 9 – Personal Liability:

- i. legal costs and expenses which are recoverable from the **Covered Person** by a claimant; and
- ii. reasonable legal costs and expenses incurred, with **Our** prior consent (such consent not to be unreasonably withheld or denied), in the investigation, settlement, defence, or appeal of any claim.

Provided that where the **Occurrence** happens in, or claims or legal proceedings are brought in, the United States of America or Canada, or any other territory within the jurisdiction of these territories, legal costs and other expenses shall be included in the amount shown in the **Schedule** against Section 9 – Personal Liability, such that the payment of legal costs and other expenses will erode that limit.

9.3 Court Attendance

In connection with an event that has resulted in a valid claim under this Section 9, if the **Covered Person** is required to attend court, **We** will pay a daily benefit for each day the **Covered Person** attends court.

The maximum amount **We** will pay per day, and the maximum benefit amount, is the amount shown in the **Schedule** against Extension 9.3 – ‘Court Attendance’.

Section 9: Definitions

Occurrence means an event, including continuous or repeated exposure to substantially the same general conditions, which results in **Bodily Injury** to any person or loss of or damage to property caused by an **Accident**, neither expected nor intended from the perspective of the **Covered Person**. All **Occurrences** of a series consequent on or attributable to one source or original cause shall be deemed one **Occurrence**.

Section 9: Exclusions

The following Exclusions apply to Section 9 of this **Policy**. Section 9 is also subject to the General Exclusions in Section 17 of this **Policy**.

9.4 **We** are not liable with respect to:

- i. injury to any person:
 - a. arising in the course of their employment, contract of service or apprenticeship with the **Policyholder**; or
 - b. who is a **Close Relative** of the **Covered Person**;
- ii. loss of or damage to property belonging to, held in trust by, or in the custody of a **Covered Person**, other than temporary accommodation occupied by the **Policyholder** or **Covered Person** in the course of a **Journey**;
- iii. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies, motorised wheelchairs and other devices to assist mobility), or any airborne or waterborne craft or vessel, when a **Covered Person** is the owner, driver or pilot thereof or has it in their care, custody or control;
- iv. injury, loss or damage to property caused by or arising from:
 - a. the nature of products sold by the **Policyholder** or a **Covered Person**;
 - b. advice furnished by the **Policyholder** or by a **Covered Person**;
 - c. the conduct of the **Policyholder's** business, trade or profession;
- v. liability assumed under contract unless such liability would have arisen in the absence of such contract; or
- vi. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
- vii. any wilful, malicious or unlawful act or failure to act. This Exclusion 9.4 (vii) does not apply to any **Covered Person** who is not the perpetrator of any such wilful, malicious or unlawful act or who did not know of or condone such an act.

Section 9: Conditions

The following Conditions apply to Section 9 of this **Policy** in addition to the General Provisions in Section 18 of this **Policy**.

9.5 The **Policyholder** and/or any **Covered Person** should seek **Our** consent (which will not be unreasonably withheld or delayed) before:

- i. incurring expenses under this Section 9; or
- ii. conveying any admission, offer, promise, payment or indemnity to any other party.

Incurring expenses under this Section 9 without contacting **Us** may prejudice **Our** rights and **We** may, as a result, reduce the amount **We** will pay under this **Policy**.

9.6 **We** shall be entitled to take over and conduct in the **Covered Person's** name, the defence or settlement of any claim covered under this Section 9. **We** shall handle proceedings in a reasonable manner, and in co-operation with both the **Policyholder** and the **Covered Person** who is the subject of the claim. The **Covered Person** may seek an update on the status of the proceedings or settlement, and **We** shall consult with the **Covered Person** where appropriate.

- 9.7 **We** may pay to the **Covered Person**, in connection with any **Occurrence**, the amount shown in the **Schedule** against Section 9 – Personal Liability (after deduction of any amount(s) already paid as compensation or any lesser amount for which such claim(s) can be settled) and upon such payment being made, **We** will have no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 10: Rental Vehicle Excess Waiver

Section 10: Extent of Cover

This Section 10 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

10.1 Use of Rental Vehicle

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** rents or hires a **Rental Vehicle** and:

- i. that **Rental Vehicle** is involved in a collision whilst in the care of the **Covered Person**; or
- ii. the **Rental Vehicle** is stolen or damaged,

We will reimburse the **Policyholder** or the **Covered Person** the **Rental Vehicle Excess** up to the sum insured shown in the **Schedule** against Section 10 – Use of Rental Vehicle.

Section 10: Definitions

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

Rental Vehicle Excess means the amount the **Policyholder** or **Covered Person** is legally liable to pay under the **Rental Vehicle** hiring agreement and/or the associated **Rental Vehicle** comprehensive motor insurance policy if the **Rental Vehicle** is involved in an accident or is stolen or damaged during the rental period. Rental Vehicle Excess applies only with respect to those costs arising from events which are covered or coverable under the terms of the **Rental Vehicle** hiring agreement and the associated **Rental Vehicle** comprehensive motor insurance policy.

Section 10: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

10.2 Administrative Expenses

In addition to any covered claim under Extent of Cover clause 10.1 (Use of Rental Vehicle), **We** will reimburse the **Covered Person** for any administrative expenses applied by a licensed **Rental Vehicle** company, up to the amount shown in the **Schedule** against Extension 10.2 – ‘Administrative Expenses’.

10.3 Rental Vehicle Collection & Return

Cover under Extent of Cover clause 10.1 (Use of Rental Vehicle) is extended for a period of up to twenty-four (24) hours prior to the commencement of the **Journey**, until twenty-four (24) hours after conclusion of a **Journey**. Cover under this Extension 10.3 shall commence when the **Rental Vehicle** enters the custody of the **Policyholder** or **Covered Person** and shall conclude when it is returned to the **Rental Vehicle** company.

10.4 Towing Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**,

- i. the **Covered Person’s Rental Vehicle** or personal motor vehicle is involved in a collision, or is damaged and not able to be driven; or
- ii. the **Covered Person** is deemed by a **Doctor** or dentist as unfit to drive as a result of **Bodily Injury** or **Sickness** sustained on a **Journey**,

We will reimburse the **Policyholder** or **Covered Person** for towing fees not otherwise covered under the **Rental Vehicle** agreement, the **Covered Person's** comprehensive motor vehicle insurance policy, or a roadside assistance program. The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 10.4 – 'Towing Expenses'.

10.5 **Use of Personal Motor Vehicle for Business Purposes – Excess and/or No Claim Reimbursement**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** uses their personal motor vehicle for business purposes and is involved in a collision while they are in control of the vehicle, **We** will:

- i. reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the **Covered Person's** comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
- ii. reimburse any substantial cumulative loss of any no claim bonus not otherwise recoverable which may occur resulting from accidental damage to the **Covered Person's** vehicle.

The maximum amount **We** will pay in respect to any one (1) event covered by this Extension 10.5 is the amount shown in the **Schedule** against Extension 10.5 – 'Excess and/or No Claim Reimbursement'.

10.6 **Use of Personal Motor Vehicle for Business Purposes – Motor Vehicle Hire**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** uses their personal motor vehicle for business purposes and is involved in a collision while they are in control of the vehicle, **We** will pay a weekly benefit as shown in the **Schedule** against Extension 10.6 – 'Use of Personal Motor Vehicle for Business Purposes – Motor Vehicle Hire', to the **Covered Person** for the cost of hiring a similar motor vehicle, in the event that they have lost total use of the damaged vehicle as a result of a collision.

The maximum amount **We** will pay in respect to any one (1) event covered by this Extension 10.6 is the amount shown in the **Schedule** against Extension 10.6 – 'Use of Personal Motor Vehicle for Business Purposes – Motor Vehicle Hire'.

This benefit is in addition to any claims made under Extension 10.5 – 'Use of Personal Motor Vehicle for Business Purposes – Excess and/or No Claim Reimbursement'.

Section 10: Exclusions

The following Exclusions apply to Section 10 of this **Policy**. Section 10 is also subject to the General Exclusions in Section 17 of this **Policy**.

10.7 **We** will not be liable for any claims arising from:

- i. any use of the **Rental Vehicle** by the **Policyholder**, a **Covered Person**, or any other person operating the vehicle with the **Policyholder** or **Covered Person's** approval, in violation of the terms of the rental agreement;
- ii. any use of the **Covered Person's** personal motor vehicle by the **Policyholder**, a **Covered Person**, or any other person operating the vehicle with the **Policyholder** or **Covered Person's** approval, in violation of the comprehensive motor vehicle insurance policy;
- iii. the **Covered Person** being in control of a **Rental Vehicle** or their personal motor vehicle while under the influence of:
 - a. an illegal or prescription drug (unless it was prescribed by a **Doctor** and taken in accordance with the **Doctor's** advice); or

- b. any non-prescription medication that was not taken in accordance with the recommendations of the manufacturer; or
- c. alcohol, where the **Covered Person** records a blood alcohol concentration (BAC) in excess of the prescribed local legal limit at the time of the incident;
- iv. the illegal or criminal use of a **Rental Vehicle** or the **Covered Person's** personal motor vehicle by the **Policyholder** or a **Covered Person**, where the **Policyholder** or **Covered Person** knew such use was illegal;
- v. the use of the **Rental Vehicle** or **Covered Person's** personal motor vehicle by a **Covered Person** where the **Covered Person** knew they did not hold a valid license for the country the motor vehicle is being operated in; or
- vi. any **Rental Vehicle** that is not insured under the insurance offered by the **Rental Vehicle** company, or any personal motor vehicle that is not comprehensively insured; or
- vii. circumstances or losses that are not covered or coverable under the **Rental Vehicle** hiring agreement and/or the associated **Rental Vehicle** comprehensive motor vehicle policy of insurance, such as filling the vehicle with the incorrect fuel type.

Section 10: Conditions

The following Conditions apply to Section 10 of this **Policy**, and apply in addition to the General Provisions in Section 18 of this **Policy**.

- 10.8 The **Covered Person** must affect any motor vehicle insurance available through the **Rental Vehicle** company, for loss or damage to the **Rental Vehicle** occurring during the rental period. Provided that such insurance has been affected, there is no additional requirement under the policy to purchase excess buy back.
- 10.9 In the event of a claim regarding a **Covered Person's** personal motor vehicle, the **Covered Person** must supply **Us** with relevant information to allow **Us** to assess the claim, this information may include:
 - i. receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the **Covered Person's** personal motor vehicle;
 - ii. evidence from the **Covered Person's** motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited;
 - iii. a copy of the last personal motor vehicle insurance renewal notice applicable to the **Covered Person**; and
 - iv. details of the total cost of the repairs.
- 10.10 The **Covered Person** must comply with all the requirements of the **Rental Vehicle** hiring agreement and the associated **Rental Vehicle** comprehensive motor insurance policy.

Section 11: Extra Territorial Workers' Compensation

Section 11: Extent of Cover

This Section 11 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

11.1 Extra Territorial Workers' Compensation

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** suffers an **Accidental Death**, or sustains a **Bodily Injury**, or **Sickness**, **We** will indemnify the **Policyholder** for compensation benefits consequently payable under any workers' compensation or employer's liability legislation which provides:

- i. benefits to injured workers or their dependents for **Accidental Death**, **Bodily Injury** or **Sickness** arising out of or in the course of their employment; or
- ii. damages consequently payable at common law, subject to the Limits of Liability set out below.

This Section 11.1 applies only:

- a. with respect to **Covered Persons** who are employed by the **Policyholder** or who are deemed by any applicable workers' compensation or employer's liability legislation to be workers employed by the **Policyholder** and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
- b. if the **Policyholder** maintained, in force during the currency of the **Policy**, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of **Employees** (excluding consultants, contractors, sub-contractors and/or self-employed persons undertaking work on the **Policyholder's** behalf) by the **Policyholder**, or the **Policyholder** is licensed under such laws as a self-insurer; and
- c. while a **Covered Person** is working on a temporary basis for no more than six (6) months outside the state or territory in which the **Covered Person's** usual place of employment or employment base is located.

Section 11: Limit of Liability Condition

11.2 The indemnity provided under this Section 11 is limited as follows:

- i. in the case of a claim for compensation benefits, the difference between the benefits payable by the **Policyholder** and the amount which the **Covered Person** or their dependents received from a claim made under any workers' compensation insurance which the **Policyholder** was required to effect as described above but not to exceed the amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation – Weekly benefit per Covered Person;
- ii. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the **Policyholder** and the amount of indemnity to which the **Policyholder** is entitled under any workers' compensation insurance which the **Policyholder** was required to effect as described above, but not to exceed the amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation – Damages, Costs & Expenses, any one Accident;
- iii. the Limits of Liability are amounts shown in the **Schedule** against Section 11 – Extra Territorial Workers' Compensation, and apply as follows:
 - a. Weekly Benefits per **Covered Person**: is the limit of weekly compensation for each **Covered Person**;

- b. Damages, Costs and Expenses any one (1) event: is the total Limit of Liability in respect of all compensation, damages, costs and expenses arising out of any one (1) event whether involving one (1) or more **Covered Persons**; and
- c. Aggregate Limit of Liability: is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and **Accidents** occurring during any one (1) **Period of Insurance**, whether involving one (1) or more **Covered Persons**.
- iv. any benefits otherwise payable under Sections 1 and 4 of the **Policy** with respect to a **Covered Person** will be reduced by the amount of any benefit payable under this Section 11 with respect to that **Covered Person**.

Section 11: Exclusions

The following Exclusions apply to Section 11 of this **Policy**. Section 11 is also subject to the General Exclusions in Section 17 of this **Policy**.

11.3 **We** will not be liable for any claim for exemplary, punitive or aggravated damages.

Section 11: Conditions

The following Conditions apply to Section 11 of this **Policy**, and apply in addition to the General Provisions in Section 18 of this **Policy**.

- 11.4 If reasonably required by **Us**, the **Policyholder** will be required to give **Us**:
- i. such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other relevant documentation, which comes into the **Policyholder's** possession; and
 - ii. access to the files and information held by any workers' compensation insurer with whom the **Policyholder** has effected insurance, to the extent that the files and information are accessible to by the **Policyholder**.

Section 12: Missed Transport Connection

Section 12: Extent of Cover

This Section 12 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

12.1 Missed Transport Connection

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** misses a transport connection due to unforeseen circumstances outside the **Policyholder's** or the **Covered Person's** control and, as a result, is likely to miss an officially scheduled meeting, conference or seminar which cannot be delayed until their arrival, **We** will pay the reasonable extra expenses incurred net of any recoveries to which the **Policyholder** or the **Covered Person** has received from any carrier, to enable the **Covered Person** to use alternative scheduled public transport services to arrive at their destination on time for the meeting, conference or seminar.

The maximum amount **We** will pay is shown in the **Schedule** against Section 12 – Missed Transport Connection.

Section 12: Exclusions

The following Exclusions apply to Section 12 of this **Policy**. Section 12 is also subject to the General Exclusions in Section 17 of this **Policy**.

12.2 **We** will not be liable for:

- i. any missed transport connection arising from a business commitment or a financial or contractual obligation of the **Covered Person** or of any travelling companion, business associate, **Close Relative** of the **Covered Person**; or
- ii. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any **Journey** or tour due to a deficiency in the number of people required to commence any **Journey** or tour.

Section 13: Overbooked Flight

Section 13: Extent of Cover

This Section 13 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

13.1 Overbooked Flight

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** cannot board a confirmed scheduled flight due to overbooking, and no alternative transport is made available within six (6) hours of the scheduled departure time, **We** will pay for any expenses incurred as a result of the delay to the extent the **Covered Person** has not been compensated by the air carrier or any other third party,

The maximum amount **We** will pay is the sum insured shown in the **Schedule** against Section 13 – Overbooked Flight.

Section 13: Exclusions

The following Exclusions apply to Section 13 of this **Policy**. Section 13 is also subject to the General Exclusions in Section 17 of this **Policy**.

- 13.2 **We** will not be liable for any expenses under this Section 13 that are already incurred and paid under Section 4 – Medical & Additional Expenses and Cancellation & Curtailment Expenses, and/or Section 12 – Missed Transport Connection, for the same event.

Section 14: Political & Natural Disaster Evacuation

Section 14: Extent of Cover

This Section 14 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

14.1 Political & Natural Disaster Evacuation

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is forced to leave their current location due to any of the following:

- i. officials in the country in which the **Covered Person** is travelling recommend that certain categories of persons, which categories include the **Covered Person**, should leave that country; or
- ii. the government of the **Covered Person's Country of Residence** issues a travel warning through its Department of Foreign Affairs and Trade recommending that certain categories of persons, which categories include the **Covered Person**, should leave that country; or
- iii. the **Covered Person** is expelled or declared *persona non grata* from that country; or
- iv. there is wholesale seizure, confiscation or expropriation of the **Policyholder's** or the **Covered Person's** property, plant or equipment in that country; or
- v. a **Natural Disaster** has occurred necessitating the **Covered Person's** immediate evacuation to avoid the risk of them sustaining a **Bodily Injury** or **Sickness**;

We will pay **Evacuation Expenses** and **Reasonable Accommodation Costs**.

The maximum amount **We** will pay per **Covered Person** for **Evacuation Expenses** and **Reasonable Accommodation Costs** is the amount shown in the **Schedule** against Section 14 – Political & Natural Disaster Evacuation.

The maximum amount **We** will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 14 – Political & Natural Disaster Evacuation.

Section 14: Definitions

Evacuation Expenses means necessary and reasonable evacuation expenses incurred by the **Covered Person** to return to their **Country of Residence**, or the nearest place of safety, using the most reasonably available method of transport, provided that the **Covered Person** has first made reasonable attempts to contact the **Emergency Assistance Provider** and have such transport approved by the **Emergency Assistance Provider**.

Reasonable Accommodation Costs means the reasonable expenses incurred for accommodation by a **Covered Person** who is unable to return to their **Country of Residence**.

Section 14: Extensions

The following Extensions are only covered by this **Policy** if an amount is shown in the **Schedule** for that particular Extension.

14.2 Incidental Expenses

We will reimburse the **Policyholder** or **Covered Person** for any reasonable incidental expenses incurred over and above any pre-budgeted expenses where **We** agree to pay a claim under this Section 14.

The maximum amount **We** will pay per day for each **Covered Person** and per event is shown in the **Schedule** against Extension 14.2 – 'Incidental Expenses'.

14.3 **Specialist Security Services**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Emergency Assistance Provider** deems it necessary to appoint specialist security personnel to provide assistance to the **Covered Person** due to a serious risk to the **Covered Person's** personal safety and/or security in circumstances which are unforeseen and outside the control of the **Covered Person** and **Policyholder**, then **We** will pay those expenses incurred by the **Emergency Assistance Provider** on the **Policyholder's** behalf.

The maximum amount **We** will pay is the amount shown in the **Schedule** against Extension 14.3 – 'Specialist Security Services'.

Section 14: Exclusions

The following Exclusions apply to Section 14 of this **Policy**. Section 14 is also subject to the General Exclusions in Section 17 of this **Policy**.

14.4 **We** will not pay any claim arising directly or indirectly from:

- i. a **Covered Person** knowingly violating the laws or regulations of the country they are in;
- ii. a **Covered Person's** failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
- iii. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
- iv. failure to honour any contractual obligation or bond or to obey any conditions in a licence;
- v. a **Covered Person** being evacuated from their **Country of Residence**; or
- vi. the political unrest or **Natural Disaster** that resulted in a **Covered Person's** evacuation being in existence prior to the **Covered Person** entering the country or its occurrence being foreseeable to a reasonable person before the **Covered Person** entered the country.

Section 14: Conditions

The following Conditions apply to Section 14 of this **Policy**, and apply in addition to the General Provisions in Section 18 of this **Policy**.

- 14.5 If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is required to leave the country they are in, the **Covered Person** must, if reasonably possible, contact **Us** or the **Emergency Assistance Provider** before costs are incurred to confirm cover. Where possible **We** and/or the **Emergency Assistance Provider** will make the travel arrangements. Incurring expenses under this Section 14 without the prior consent of **Us** or the **Emergency Assistance Provider** may prejudice **Our** rights, and as a result, **We** may reduce the amount **We** will pay under this **Policy**.

Section 15: Search & Rescue Expenses

Section 15: Extent of Cover

This Section 15 is subject to the General Provisions, General Exclusions and General Extensions applicable to all Sections of the **Policy**.

15.1 Search & Rescue Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey** outside their **Country of Residence**, a **Covered Person** is reported missing necessitating rescue or police authorities to instigate a search and rescue operation and:

- i. it is known or believed that the **Covered Person** may have sustained a **Bodily Injury** or sustained **Sickness**; or
- ii. a **Natural Disaster** has occurred, or weather or safety conditions necessitate such an operation to prevent the **Covered Person** from sustaining a **Bodily Injury** or sustaining **Sickness**,

We will reimburse the **Policyholder** in respect of the reasonable costs incurred by a recognised rescue provider or by police authorities to search for the **Covered Person** and to bring them to a place of safety.

The maximum amount **We** will pay per **Covered Person** is the amount shown in the **Schedule** against Section 15 – Search & Rescue Expenses.

The maximum amount **We** will pay per **Period of Insurance** is the amount shown in the **Schedule** against Aggregate Limits of Liability: Section 15 – Search & Rescue Expenses.

Section 15: Conditions

The following Conditions apply to Section 15 of this **Policy**, and apply in addition to the General Provisions in Section 18 of this **Policy**.

- 15.2 The **Covered Person** shall, where reasonably practicable, comply at all times with local safety advice and adhere to recommendations prevalent at the time.
- 15.3 A **Covered Person** must not knowingly endanger their own life, or the lives of any other **Covered Persons** or engage in activities where their experience or skill level fall below those reasonably required to participate in such activities.
- 15.4 The **Policyholder** or a **Covered Person** should notify **Us** as soon as reasonably practicable of any emergency that may give rise to a claim under this Section 15. Incurring expenses under this Section 15 without **Our** approval, or the approval of the **Emergency Assistance Provider** may prejudice **Our** rights and, as a result, **We** may reduce the amount **We** will pay under this **Policy**.
- 15.5 Expenses are only payable for the **Covered Person's** proportion of the search and rescue operation.
- 15.6 Cover for costs applies until the **Covered Person** is recovered, or until the time the search and rescue authorities advise that continuing the search is no longer viable.
- 15.7 Where reasonably practicable in the event of a claim and where it is reasonably within the power of the **Policyholder** to do so, a statement from the rescue authorities involved in the search and/or rescue should be obtained and provided to **Us**. The assessment of a claim may be delayed if **We** are not provided with the information **We** reasonably require.
- 15.8 Where any event covered under Section 15 is, or is subsequently found to be, covered under any other Section of the **Policy**, the benefit amount payable under this Section 15 is in addition to any amount payable under such Section.

Section 16: General Extensions Applicable to All Sections of the Policy

These General Extensions automatically apply to all Sections of this **Policy** unless they are expressly stated not to apply in relation to a particular cover under the **Policy**.

16.1 Accommodation & Transport Expenses

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person** is admitted to hospital as a result of a **Bodily Injury** or **Sickness** covered by this **Policy**, and the hospital is more than one hundred kilometres (100km) from the **Covered Person's** normal place of residence, **We** will pay the reasonable transport and/or accommodation expenses incurred by:

- i. the **Covered Person's Spouse/Partner** and/or **Dependent Child(ren)**; or
- ii. up to two (2) other persons,

to travel to and from the hospital and/or remain with the **Covered Person**, up to a maximum of \$10,000.

16.2 Additional Covered Persons

This **Policy** automatically covers any person whom the **Policyholder** nominates during the **Period of Insurance** for cover under this **Policy**, provided such nomination is made known to **Us** and agreed to by **Us** prior to the beginning of a **Journey**, and includes, if nominated, any **Spouse/Partner** and/or **Dependent Child(ren)** provided their trips are declared and evidence can be shown as proof.

16.3 Journey Time Extensions

If a **Covered Person** commences a **Journey** during the **Period of Insurance** and:

- i. that **Journey** finishes after the expiration of the **Period of Insurance**, cover under this **Policy** is extended to cover the entire **Journey**, notwithstanding that the **Journey** continues beyond the expiry of the **Period of Insurance**, provided that the **Journey** does not exceed the maximum number of days for any one (1) trip.
- ii. the **Covered Person's** original date of return to their **Country of Residence** is postponed due to:
 - a. a transport delay which is outside the control of the **Covered Person**; or
 - b. the **Covered Person's** inability to travel as a result of **Bodily Injury** or **Sickness** for which a claim is payable under this **Policy**,

We will automatically extend the **Covered Person's Journey** for up to one hundred and twenty (120) days, commencing from the date of the **Covered Person's** original expected return to their **Country of Residence**. Cover applies even where the extension of time falls outside the **Period of Insurance**. Cover ends at the earlier of the return to work or normal place of residence.

16.4 Mental Illness (Outside Australia)

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, a **Covered Person** is diagnosed as sustaining from a mental illness for which treatment was not provided whilst on the **Journey**, **We** will pay towards the cost of counselling, medication and treatment for that **Covered Person** upon completion of the **Journey**, provided that:

- i. the **Journey** was outside the **Covered Person's Country of Residence**; and
- ii. the counselling is provided outside Australia and **We** are legally permitted to make the payment in the **Covered Person's Country of Residence**; and
- iii. the counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and

- iv. the counselling, medication, and/or treatment are certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**; and
- v. the counselling, medication, and/or treatment is commenced as soon as reasonably practicable following the completion of the **Journey**.

The maximum amount **We** will pay per **Covered Person** is \$5,000. This benefit is payable in addition to any other benefit that may be available under this **Policy**.

16.5 **Trauma Benefit**

If, during the **Period of Insurance** and whilst the person is a **Covered Person** on a **Journey**, the **Covered Person**:

- i. is **Kidnapped** or **Detained** (as is defined in Sections 2 and 3); or
- ii. sustains psychological trauma (which is diagnosed by a **Doctor**) as a direct result of:
 - a. being a victim of, or eyewitness to, an **Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act**; or
 - b. being a victim of, or eyewitness to any other traumatic event, such as a **Natural Disaster** or serious accident; or
 - c. a **Bodily Injury** as a result of an **Act of Terrorism, Air or Road Rage Incident, Carjacking Incident or Violent Criminal Act**,

We will pay the **Covered Person** up to a maximum of \$10,000 per event provided that:

- 1. the trauma counselling is provided by a registered psychologist or psychiatrist (who is not a **Covered Person** or their **Close Relative**); and
- 2. the treatment is certified as necessary by a **Doctor** for the wellbeing of the **Covered Person**.

Definition Applying to Trauma Benefit

Violent Criminal Act means a violent, physical, and illegal act, including but not limited to murder, sexual assault, violent robbery, or kidnapping, committed by a person who is not:

- i. the **Policyholder**; or
- ii. the **Covered Person**; or
- iii. a **Close Relative** of the **Covered Person**; or
- iv. an **Employee** of the **Policyholder**.

Section 17: General Exclusions Applicable to All Sections of the Policy

These General Exclusions apply to all Sections of the **Policy** unless expressly stated otherwise.

- 17.1 **We** will not pay benefits with respect to any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which:
- i. results from a **Covered Person** engaging in or taking part in:
 - a. flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers, or which the **Covered Person** believes on reasonable grounds is licensed to carry passengers; or
 - b. training for or participating in **Professional Sport** of any kind;
 - ii. results from any intentional self-injury, suicide or any illegal or criminal act committed by the **Policyholder**, a **Covered Person**, a **Spouse/Partner** and/or **Dependent Child**, provided that this General Exclusion 17.1 (ii) does not apply to the **Policyholder**, a **Covered Person**, a **Spouse/Partner** or a **Dependent Child** who is not the perpetrator of such act, or who did not know of or condone any such act;
 - iii. results from **War**, **Civil War**, invasion, act of foreign enemy, insurrection or military or usurped power in Australia or a **Covered Person's Country of Residence**, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan. For the purpose of Section 1, this General Exclusion 17.1 (iii) does not apply to **Bodily Injury** sustained as a result of **Hijack** (as defined in Section 3), riot, strike or civil commotion;
 - iv. are covered by Medicare in whole or in part, or are covered by any:
 - a. workers' compensation legislation;
 - b. transport accident legislation;
 - c. government sponsored fund, plan or medical benefit scheme; or
 - d. other insurance policy required to be effected by or under law;
 but only to the extent that such loss, damages, liability, **Event**, **Bodily Injury**, or **Sickness** is covered by one (1) or more of those schemes;
 - v. would result in **Us** contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)*, the *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts or any succeeding, replacement or equivalent legislation;
 - vi. would be a violation of any trade or economic sanction, prohibition or restriction, including under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America or Commonwealth of Australia.

Section 18: General Provisions Applicable to All Sections of the Policy

These General Provisions apply to all Sections of the **Policy** unless expressly stated otherwise.

18.1 Adjustment of Premium

Where the **Premium** for this **Policy** is arranged on an adjustable basis, the **Policyholder** shall keep accurate records and make declarations to **Us** in respect of the **Period of Insurance** so that the necessary adjustment of **Premium** may be made based on the amount of **Premium** **We** would have charged had the **Policyholder** provided such information at the commencement of that **Period of Insurance**, with any difference paid by the **Policyholder** or refunded by **Us**, as the case may be, subject to the application of any minimum **Premium** required.

18.2 Aggregate Limits of Liability

The Aggregate Limit of Liability is the maximum amount **We** will pay for any one (1) event involving more than one (1) **Covered Person**. In the event that claims are made under the **Policy** which exceed the below Aggregate Limits of Liability, **We** shall reduce the payments made with respect to each **Covered Person** in such manner as **We** may reasonably determine. If claims made under the **Policy** do not exceed the Aggregate Limits of Liability, but **We** have reduced payments under this Condition 18.2, **We** will make additional payments to each affected **Covered Person** to reimburse the reduction in payments proportional to the remaining Aggregate Limit.

i. This provision only applies to:

- Section 1 – Personal Accident & Sickness; and
- Section 2 – Kidnap & Ransom/Extortion.
 - a. Except as stated below, **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limits of Liability – Any one Period of Insurance. In the event this limit is reached, the amount may be reinstated on request if **We** agree and upon payment of an appropriate additional **Premium** (plus any charges).
 - b. **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating directly to **Non-Scheduled Flight(s)** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limits of Liability – Non-Scheduled Flights. In the event this limit is reached, the amount may be reinstated on request if **We** agree and upon payment of an appropriate additional **Premium** (plus any charges).
 - c. **Our** liability for any one (1) event giving rise to a claim under the **Policy** with respect to **War** and/or **Civil War** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limits of Liability – War and/or Civil War – Maximum liability for any one event.
 - d. **Our** total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to **War** and/or **Civil War** will not exceed the amount shown in the **Schedule** against Sections 1 & 2 Aggregate Limits of Liability - War and/or Civil War – Total liability, for all claims under the **Policy** during any one (1) **Period of Insurance**.

ii. This provision applies to Section 4, Extension 4.4 – ‘Financial Insolvency’ and Section 6, Extent of Cover clause 6.2 – ‘Financial Insolvency’.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 4, Extension 4.4 – ‘Financial Insolvency’ and Section 6, Extent of Cover clause 6.2 – ‘Financial Insolvency’, will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability - Financial Insolvency.

iii. This provision applies to Section 11 – Extra Territorial Workers’ Compensation.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 11 – Extra Territorial Workers’ Compensation will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability – Extra Territorial Workers’ Compensation.

iv. This provision applies to Section 14 – Political & Natural Disaster Evacuation.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 14 – Political & Natural Disaster Evacuation will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability – Political & Natural Disaster Evacuation.

v. This provision applies to Section 15 – Search & Rescue Expenses.

Our total liability for all claims arising under the **Policy** during any one (1) **Period of Insurance** relating to Section 15 – Search & Rescue Expenses will not exceed the amount shown in the **Schedule** against Aggregate Limits of Liability – Search & Rescue Expenses.

18.3 Assistance and Co-operation

The **Policyholder** and a **Covered Person** will be required to co-operate with **Us** and, upon **Our** reasonable request, assist in making settlements, assist in the conduct of proceedings, and assist in enforcing any right of contribution or indemnity against any person or organisation who may be liable with respect to any benefits paid by **Us** under the **Policy**. **We** will keep the **Policyholder** apprised of the status of any proceedings, informed of material developments and consulted where appropriate.

The **Policyholder** and a **Covered Person** (where relevant and to the extent it is within the **Policyholder** and/or the **Covered Person’s** power) should make every practicable effort to attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The **Policyholder** or **Covered Person** shall not make any payment, assume any obligation or incur any expense, other than for first aid at the time of an **Accident**, without **Our** consent. **We** may reduce or refuse a claim to the extent **We** are prejudiced by the admission, offer, promise, payment or indemnity provided by the **Policyholder** or **Covered Person**.

18.4 Breach of Conditions

If the **Policyholder** or a **Covered Person** breaches any of the Conditions or Provisions of the **Policy** (including a claims condition), **We** may, to the extent permitted by law, reduce or decline to pay a claim to the **Policyholder** or to the **Covered Person** who is in breach, if the claim arises directly out of that breach. For the purposes of this Condition 18.4, any information or knowledge possessed by a **Covered Person** who is in breach of a Condition or Provision of the **Policy**, shall not be imputed to any other **Covered Person** or to the **Policyholder**.

18.5 Cancellation

The **Policyholder** has twenty-one (21) days after entering into the **Policy** (including after a renewal) to decide whether or not to keep the **Policy**. If, within that period, the **Policyholder** asks **Us** to cancel the **Policy**, **We** will do so and will refund the full **Premium**, less charges or taxes which **We** are unable to recover, provided neither the **Policyholder** nor any **Covered Person** has made a claim under the **Policy**.

Thereafter, the **Policyholder** may cancel the **Policy** at any time by notifying **Us** in writing (including by email) or by phone. The cancellation will take effect at 4.01pm (in the state or territory where the **Policy** was issued) on the date **We** receive the **Policyholder’s** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **Policy** on any of the grounds set out in the *Insurance Contracts Act 1984 (Cth)* by providing written notice to the **Policyholder**. Our notice of cancellation will take effect sixty (60) days after such notice was given to the **Policyholder**.

If the **Policy** is cancelled by either the **Policyholder** or **Us**, **We** will provide a pro-rata refund of **Premium** for the unexpired **Period of Insurance**. However, **We** will not refund any **Premium** if **We** have paid a benefit under the **Policy**.

18.6 Change of Business Activities

The **Policyholder** is required to inform **Us** as soon as is reasonably practicable of any alteration in the **Policyholder's** business activities which, to the knowledge of the **Policyholder** or of a reasonable person in the position of the **Policyholder**, increases the risk of a claim being made under the **Policy**.

Examples of changes requiring notification to **Us** include, but are not limited to:

- i. an increase in the number of **Covered Persons** by 10% or more;
- ii. a change in a **Covered Persons'** activities, from office-based to field-based; or
- iii. diversification of the **Policyholder's** service offering.

If **We** choose to accept a change, **We** will do so in writing. The **Policyholder** may be required to pay **Us** a pro-rata additional **Premium** from the date of the alteration in risk. The **Policy** may be cancelled if there is a change and **We** and the **Policyholder** cannot reach an agreement on altered terms and conditions or **Premium**; or if **We** are no longer prepared to insure the **Policyholder** because there has been a material change to the risk.

18.7 Claim Offset

Except for Section 1, Part A – Lump Sum Benefits, the **Policy** does not cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** which is covered under any other insurance policy, health or medical scheme or Act of Parliament, or is payable by any other source. **We** will, however, pay the difference between the amount payable under such other insurance policy, health or medical scheme or Act of Parliament or such other source, and the amount which the **Policyholder** or the **Covered Person** would be otherwise entitled to recover under the **Policy**, where permissible by law. To the extent permitted by the *Insurance Contracts Act 1984 (Cth)*, if other valid and collectible insurance is available to cover any loss, damage, liability, **Event**, **Bodily Injury** or **Sickness** also covered by this **Policy**, other than a policy that is specifically written to apply in excess of this **Policy**, the insurance afforded by this **Policy** shall apply in excess of and shall not contribute with such other insurance.

18.8 Construction and Interpretation

Headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Unless the contrary intention appears in the **Policy**:

- i. words importing a gender include any other gender, and
- ii. words in the singular include the plural and words in the plural include the singular.
- iii. references to statutes include any amendments to, regulations under, and re-enactments or consolidations of such statutes and any subsequent, replacement or similarly comparable legislation.

18.9 Contra Proferentem Clause

We acknowledge and agree that in any dispute with the **Policyholder** or any **Covered Person**, any ambiguity in the **Policy** will not be construed against the **Policyholder** or the **Covered Person** on the grounds that Aon Risk Services Australia Limited or Aon Product Design & Development Pty Limited developed the **Policy**.

18.10 Currency

All amounts shown in the **Policy** are in Australian Dollars, unless otherwise stated in the **Schedule**. If expenses are incurred in a foreign currency, then the amount to be paid will be the rate of exchange published in the Australian Financial Review on the date the expense is incurred, or loss is sustained.

18.11 Due Diligence

The **Policyholder** and any **Covered Person** will exercise due diligence and take reasonable steps to avoid or reduce any loss under the **Policy**, including but not limited to, complying with workplace health and safety laws and avoiding high risk occupational exposures that a **Covered Person** is not qualified to undertake.

18.12 Notice of Claim

The **Claimant** is required to give **Us** written notice of any occurrence which is likely to give rise to a claim under the **Policy** as soon as is reasonably practicable after the date of the occurrence. A **Claimant's** failure to furnish **Us** with notice within a reasonable time will not invalidate any claim, but **We** may reduce **Our** liability under the **Policy** to the extent to which **We** have suffered prejudice due to such failure. The **Claimant** will be required, at its expense, to give **Us** any certificates, information and other documentation as **We** may reasonably require for the purpose of investigating a claim and which are within the **Claimant's** power to provide. **We** may, at **Our** own expense, have any **Covered Person** who is the subject of a claim under the **Policy**, medically examined from time to time (so long as the frequency of examination is not unreasonable). **We** will give the **Covered Person** or their legal representative fair and reasonable notice of the medical examination.

18.13 Other Insurance

In the event of a claim, the **Policyholder** or a **Covered Person** is required to advise **Us** of any other insurance upon which they are entitled to claim, or have access to, that covers the same risk.

18.14 Proper Law

Any dispute arising under the **Policy**, or concerning its formation, will be governed by the laws of the state or territory of the Commonwealth of Australia in which the **Policy** was issued. Each party agrees to submit to the exclusive jurisdiction of any court of competent jurisdiction within the said state or territory and that all matters arising under this **Policy** will be determined in accordance with the law and the practice of such court.

18.15 Severability

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

18.16 Non-Imputation

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

Further, neither the inclusion of more than one party or person entitled to claim under this **Policy** nor any act, omission, breach or default by any one of them shall in any way affect the rights of any other party or person entitled to claim under this **Policy**.

18.17 Subrogation

If **We** pay an amount under the **Policy**, **We** will be subrogated to the **Claimant's** rights to recover that amount against any person or entity. A **Claimant** will be required to execute and deliver any instruments and papers and do whatever else is reasonably necessary to enable **Us** to pursue these rights. After any loss, a **Claimant** shall not intentionally take any action which will prejudice **Our** rights of subrogation.

All rights of subrogation are waived under this **Policy** against every company, organisation and person defined as **Policyholder** or **Covered Person** under this **Policy**, or any other party to which or to whom protection is afforded under this **Policy**, or against any party or parties to any contractual agreement entered into by the **Policyholder** or **Covered Person** prior to any loss which is the subject of a claim under this **Policy**.



NSW/ACT

Level 33, 201 Kent Street
Sydney NSW 2000

GPO Box 4189,
Sydney NSW 2001

t: 02 9253 7000

f: 02 9253 7001

QLD

Level 7, 175 Eagle Street
Brisbane QLD 4000

GPO Box 65,
Brisbane QLD 4001

t: 07 3223 7400

f: 07 3223 7545

SA/NT

Level 22, 91 King William Street
Adelaide SA 5000

GPO Box 514
Adelaide SA 5001

t: 08 8301 1111

f: 08 8301 1100

VIC

Level 51, 80 Collins Street
Melbourne VIC 3001

GPO Box 1230
Melbourne VIC 3001

t: 03 9211 3000

f: 03 9211 3500

WA

Level 15, 28 The Esplanade
Perth WA 6000

PO Box 7026 Cloisters
Square Perth WA 6850

t: 08 6317 4000

f: 08 9322 6890

TAS

Level 2, 100 Melville Street
Hobart TAS 7000

GPO Box 182
Hobart TAS 7000

t: 03 6270 0400

f: 03 6234 9735

aon.com.au

About

Aon is a leading provider of risk management services, insurance and reinsurance broking and employee benefit and risk solutions. Aon professionals meet the diverse and varied needs of our clients through our industry knowledge, technical expertise and global resources.

© Aon Risk Services Australia Limited

ABN 17 000 434 720 | AFSL No. 241141
PWT0043-AU-2410