



# TRAVEL

Policy Wording

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# IMPORTANT INFORMATION

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## Our agreement

This Policy is a legal contract between you (the Insured) and Us (the Insurer named in the Placing Schedule who is the insurer/issuer of the Policy). The Policy is made up of the following components which are to be read together:

1. the Policy Wording
2. the Placing Schedule
3. Definitions (words or expressions with a specific meaning). A definition in any part of this Policy is capitalised
4. Conditions and Exclusions which apply to specific covers or sections of this Policy
5. General Exclusions, which apply to all covers and sections of this Policy
6. General Provisions and Conditions, which set out your responsibilities under this Policy, and
7. Other terms, which apply to how this Policy operates.

Where the Insured has paid or agreed to pay Us the Premium shown in the Placing Schedule, the Insured and/or the Covered Person may be able to claim under the Policy, provided they meet the eligibility criteria at the time the loss or damage occurred.

We agree, subject to all the terms, Conditions, Provisions and Exclusions of this Policy, to indemnify the Insured as specified in this Policy in connection with a Journey undertaken or to be undertaken by a Covered Person.

## How much We'll pay

Cover under each Section applies only if an amount is shown in the Placing Schedule. The most We'll pay for a claim is the Maximum Benefit Amount set out in the Placing Schedule for the cover or section the Insured and/or the Covered Person are claiming under, less any Excess set out in the Placing Schedule, if applicable. The amount we pay may be subject to an aggregate limit.

## Additional covers

Additional covers outlined throughout the Policy will automatically apply if an amount for that Additional Cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover, during the Period of Insurance and while on a Journey, We will pay up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

## Aggregate limits of liability

This Policy is a group policy where cover is available to other persons or entities that satisfy the definition of a Covered Person. The maximum amount we will pay for any one event involving more than one Covered Person (including the Insured) under this Policy is the aggregate limit of liability. If the applicable aggregate limit of liability is not enough to pay all claims in full, then we will reduce the Insured's and each other Covered Person's benefit proportionately.

Our contact details and other important information is contained in the attached Product Disclosure Statement (PDS).

## Preparation Date

This Policy was prepared on 10 October 2023.

## GENERAL DEFINITIONS

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

**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 shall be construed accordingly.

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

**Accompanying** means travelling with a Covered Person who is on a Journey, and includes:

1. departing after a Covered Person who is on a Journey with the intention to travel directly to meet and travel with that Covered Person; and/or
2. departing from a Covered Person who is on a Journey with the intention to travel directly Home.

**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.

**Associated Leisure Travel** means travel which is private and taken either **during** an authorised business trip.

**Bodily Injury** means a bodily injury resulting solely and directly from an Accident and which occurs independently of any Sickness or any other cause, where the bodily injury and Accident both occur during the Period of Insurance and while the person is a Covered Person. It does not mean a Sickness.

**Carjacking** means the violent theft or violent attempted theft of a motor vehicle which is under the care, custody and control of, or occupied by the Covered Person or while the Covered Person is entering or exiting the vehicle.

**Civil War** means any of the following: armed opposition, insurrection, revolution, armed rebellion, sedition or usurped power, between two or more parties belonging to the same country.

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

**Close Colleague** means where the context permits:

1. a fellow Employee of the Covered Person whose duties and responsibilities directly affect the Covered Person's work; or
2. a person, who is not a fellow Employee but, where the business relationship of that person with the Covered Person necessitates the immediate return of the Covered Person.

**Close Relative** means, Spouse/Partner, child, brother, sister, Parent, 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, provided such Close Relatives reside in the Covered Person's Country of Residence.

**Conveyance** means:

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

**Country of Residence** means the country:

1. of which the Covered Person is a citizen or permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
2. in which the Covered Person is residing on an overseas expatriate assignment; or
3. if 1. and 2. above do not apply then the country in which the Covered Person has lived for a majority of twelve (12) months immediately prior to the Journey commencing.

**Covered Person** means a person that meets the criteria specified for a Covered Person in the Placing Schedule, and with respect to whom Premium has been paid or agreed to be paid by the Insured. They are a person that is legally entitled to claim under the Policy by reason of the operation of the relevant provisions of the Insurance Contracts Act and on no other basis.

A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Insured.

**Declared Trip** means a trip included in the combination of trips, total travel days, maximum number of Covered Persons and maximum duration of any one (1) trip declared to Us by the Insured prior to, or during the Period of Insurance and upon which Our acceptance of the risk and pricing was provided for the Period of Insurance. Each Covered Person on the Journey is considered to be one trip.

**Dentist** means a dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than:

1. the Insured; or
2. the Covered Person; or
3. a Close Relative of the Covered Person; or
4. an Employee of the Insured.

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

1. under nineteen (19) years of age; or
2. under twenty-five (25) years of age while they are full-time students at an accredited institution of higher learning; or
3. Permanently mentally or physically incapable of self-support,

and in any case, are primarily dependent upon the Covered Person for maintenance and support.

**Detention** means restraint by way of custody or confinement against the Covered Person's will. The word Detain/ed shall be construed accordingly.

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

1. the Insured; or
2. the Covered Person; or
3. a Close Relative of the Covered Person; or
4. an Employee of the Insured.

**Employee** means any person in the Insured's service including directors (executive and non-executive), board members and (except for Section 11) includes consultants, contractors, sub-contractors, and/or self-employed persons undertaking work on the Insured's behalf.

**Excess** means the first amount of each and every claim We do not pay which the Insured or Covered Person is required to bear themselves as shown in the Placing Schedule either expressed as a monetary amount or a percentage of the loss.

**Home** means the Covered Person's usual place of residence within their Country of Residence.

**Insurance Contracts Act** means the *Insurance Contracts Act 1984 (Cth)* as amended from time to time.

**Insured** means the named company or organisation listed as the Insured in the Placing Schedule with whom We enter into the Policy. They are the contracting insured.

**Journey** means the journey described in the Placing Schedule.

**Non-Associated Leisure Travel** means non-business travel for the Insured's C-suite executives, company directors, company secretary, general manager or similar senior job roles which are specifically nominated in the Placing Schedule, and their Accompanying Spouse/Partner and/or Dependent Child(ren), provided that the travel meets the definition of a Journey for Non-Associated Leisure Travel.

**Non-Scheduled Flights** means travel in an aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals.

**Nuclear, Biological or Chemical Terrorism** means an Act of Terrorism involving the use of fusion, fission, radiation, biological or chemical weapons.

**Parent** means parent, parent-in-law, step-parent or such person who 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 Placing Schedule or such shorter time if the Policy is terminated and for which cover applies under the Policy. When a Covered Person commences a Journey during the Period of Insurance then, in respect of that Covered Person only, cover continues until the completion of that Journey, notwithstanding that this may be after the expiry date of the Period of Insurance in the current Placing Schedule.

**Permanent** means having lasted or where the medical evidence shows that it will last, twelve (12) consecutive months and at the expiry of that period, in the opinion of a Doctor, being unlikely to materially improve. The word Permanently shall be construed accordingly.

**Permanent Total Disablement** means where a Doctor certifies:

1. 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; and
2. the Covered Person's disability is Permanent.

**Placing Schedule** means the Placing Schedule listing the benefits and limits (including any endorsements or subsequently issued Placing Schedules) issued by Us to the Insured.

**Policy** means this document, any applicable Product Disclosure Statement (PDS), the current Placing Schedule and any other documents We may issue to the Insured that We advise will form part of the Policy (e.g. endorsements and Supplementary Product Disclosure Statements (SPDS)).

**Pre-Existing Condition** means:

1. any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the six (6) months immediately prior to the Covered Person's Journey; or
2. the symptoms of any physical defect, condition, illness or disease which a reasonable person in the circumstances would be expected to be aware were caused by an underlying physical defect, condition, illness or disease at the time of booking their Journey.

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

**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:

1. in the case of a salaried Employee (not otherwise covered below), their weekly pre-tax and pre-personal deductions income, including overtime payments and allowances but excluding commissions or bonuses, averaged during the period of twelve (12) months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commissions or bonuses are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or
2. in the case of a salary packaged Employee or T.E.C. (that is, total employment cost), their weekly pre-tax income derived from personal exertion (including, but not limited to wages, motor vehicle and/or travel allowances, club subscriptions and fees, housing loan or rental subsidy, clothing and meal allowances), before personal deductions, including overtime payments and allowances (but excluding commissions or bonuses), 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 commissions or bonuses and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or

3. 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.

**Sickness** means any illness or disease of the Covered Person occurring during the Period of Insurance and while the person is a Covered Person and on a Journey.

**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 loss.

**Temporary Partial Disablement** means:

1. the Covered Person continues to be employed by the Insured and a Doctor certifies they are temporarily unable to engage in a substantial part of their usual occupation resulting in more than a twenty five percent (25%) reduction of their Salary; or
2. the Covered Person ceases employment with the Insured and a Doctor certifies they are temporarily unable to engage in at least twenty five percent (25%) or more of the standard duties of any occupation for which they may be suited by way of their education, training or experience;

and in both cases, the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor for the payable condition/event.

**Temporary Total Disablement** means:

1. the Covered Person continues to be employed by the Insured and a Doctor certifies they are temporarily unable to engage in their usual occupation; or
2. the Covered Person ceases employment with the Insured and a Doctor certifies they are temporarily unable to engage in any occupation for which they may be suited by way of their education, training or experience;

and in both cases, the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor for the payable condition/event.

**War** means a state of armed conflict between different countries, different groups or factions within a country, Nuclear, Biological or Chemical Terrorism, invasion, acts of foreign enemies, hostilities, or war-like operations or Civil War.

**We/Our/Us** means the insurer named in the Placing Schedule who is the insurer/issuer of the Policy.

Please note that any specific definitions relating to a particular cover section are located in that section. Other documents issued by Us that form the Policy may also contain general or specific definitions.

## SECTION 1 – PERSONAL ACCIDENT AND SICKNESS

Section 1, Personal Accident and Sickness is comprised of the following Parts:

Part A - Lump Sum Benefits

Part B - Bodily Injury Benefits

Part C - Sickness Benefits

Part D - Fractured Bones - Lump Sum Benefits

Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits

### Extent of Cover

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

1. Bodily Injury (under Parts A, B, D and E) which is not a Pre- Existing Condition; or
2. Sickness (under Part C only) which is not a Pre-Existing Condition,

which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below, We will pay the corresponding benefit provided an amount is shown for that Event in the Placing Schedule against Parts A, B, C, D and/or E provided the Event(s) occur within twelve (12) months of either the date of the Bodily Injury or the Sickness.

### Part A - Lump Sum Benefits

With respect to an Event under this Part A - Lump Sum Benefits:

1. cover applies only if an amount is shown in the Placing Schedule against Part A – Lump Sum Benefits;
2. the maximum lump sum benefit amount for an Accompanying Spouse/Partner is \$250,000;
3. for an Accompanying Dependent Child(ren), the maximum lump sum benefit amount;
  - a. under Event 1 - Accidental Death is \$50,000; and
  - b. under Events 2-19 is \$250,000;
4. where the lump sum benefit is linked to a Covered Person's Salary and the Covered Person (who is not an Accompanying Spouse/Partner or a Dependent Child), is not in receipt of a Salary, the benefit amount shall be limited to the lesser of \$250,000 or the maximum sum insured shown in the Placing Schedule for that category of Covered Person;
5. if a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9 (a), We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person;
6. cover applies only if the Event(s) occur within twelve (12) months of the date of the Bodily Injury;
7. benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit;
8. cover is subject to the age limitations contained in the General Provisions and Conditions Applicable to the Policy.

TABLE OF EVENTS: Part A - Lump Sum Benefits	
EVENTS – Bodily Injury resulting in:	BENEFITS The % of the amount shown in the Placing Schedule against Section 1, Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of (a) one (1) or more Limbs (b) one (1) or more Feet (c) one Hand and one Foot (d) both Hands	100%
7. Permanent unsound mind to the extent of legal incapacity	100%
8. Loss of (a) hearing in both ears	100%

(b) the lens in both eyes	100%
9. Loss of (a) hearing in one (1) ear (b) the lens in one (1) eye	100% 60%
10. Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns: (a) Third degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body (b) Second degree burns and/or resultant disfigurement which covers more than twenty percent (20%) of the entire external body	75% 50%
12. Loss of four (4) Fingers of either Hand	50%
13. Loss of one (1) Thumb of either Hand: (a) both joints (b) one (1) joint	40% 20%
14. Loss of Fingers of either Hand: (a) three (3) joints (b) two (2) joints (c) one (1) joint	15% 10% 5%
15. Loss of Toes of either Foot: (a) all - one (1) Foot (b) great - both joints (c) great - one (1) joint (d) other than great - each Toe	15% 5% 3% 1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least thirty percent (30%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.
<p><b>19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.</b> The Benefit shall be the 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 chosen 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 and paid for by Us. 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, subject to the maximum amount We will pay which is seventy-five percent (75%) of the lump sum benefit insured.</p>	
<p>For benefits under Events 18, 42 and 43 relating to "Loss of Teeth", the maximum payable for any single Bodily Injury event will be the highest of the 3 Events. These benefits do not accumulate together for a single Bodily Injury event.</p>	

## Part B – Bodily Injury Benefits

### Part B - Bodily Injury Resulting In Overseas Surgery – Lump Sum Benefits

Cover for an Event under this Part B - Bodily Injury Resulting In Overseas Surgery applies only if:

1. an amount is shown in the Placing Schedule against Section 1, Part B Bodily Injury Resulting In Overseas Surgery;
2. the surgery is undertaken outside of Australia or the Covered Person's Country of Residence;
3. the surgical procedure is carried out within twelve (12) months of the date of the Bodily Injury; and
4. the Covered Person has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

TABLE OF EVENTS: Part B - Bodily Injury Resulting In Overseas Surgery	
EVENTS	BENEFITS: The % of the amount shown in the Placing Schedule against Section 1, Part B - Bodily Injury Resulting in Overseas Surgery
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	50%
24. Any other surgical procedure carried out under a general anaesthetic	15%

**Part B – Weekly Benefits - Bodily Injury**

With respect to an Event under this Part B – Weekly Benefits - Bodily Injury:

1. cover applies only if an amount is shown in the Placing Schedule against Section 1, Part B Weekly Benefits - Bodily Injury;
2. cover applies only if the Event(s) occur within twelve (12) months of the date of the Bodily Injury;
3. this cover is subject to the Excess Period shown on the Placing Schedule against Section 1, Part B - Weekly Benefits -Bodily Injury;
4. cover is subject to the age limitations contained in the General Provisions and Conditions Applicable to the Policy.

TABLE OF EVENTS: Part B – Weekly Benefits – Bodily injury	
EVENTS	BENEFITS
25. Bodily Injury resulting in Temporary Total Disablement	From the date of Temporary Total Disablement and while the Temporary Total Disablement persists, We will, for up to the Benefit Period, pay up to the weekly benefit amount shown in the Placing Schedule against Section 1, Part B - Weekly Benefits -Bodily Injury. However, this will not exceed the percentage of Salary shown in the Placing Schedule of the Covered Person’s Salary.
26. Bodily Injury resulting in Temporary Partial Disablement	From the date of Temporary Partial Disablement and while the Temporary Partial Disablement persists, We will, for up to the Benefit Period, pay the weekly benefit amount shown in the Placing Schedule against Section 1, Part B Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity. However, the combined amount must not exceed the percentage of Salary shown in the Placing Schedule or the Covered Person’s Salary.  If a Doctor certifies that the Covered Person is able to return to work in a reduced capacity but does not return to work, the benefit payable shall be twenty-five percent (25%) of the amount payable for Event 25.  Where a Covered Person is unemployed but a Doctor certifies the Covered Person is able to undertake light or partial duties, the Covered Person must, as soon as reasonably possible, actively Seek Employment consistent with the opinion of their Doctor. Should a Covered Person not actively Seek Employment once medically cleared to, benefits shall be twenty-five percent (25%) of the amount payable for Event 25.

**Part C – Sickness Benefits**

**Part C – Weekly Benefits - Sickness**

With respect to an Event under this Part C – Weekly Benefits - Sickness:

1. cover applies only if an amount is shown in the Placing Schedule against Section 1, Part C – Weekly Benefits – Sickness;
2. cover applies only if the Event(s) occur within twelve (12) months of the Sickness;
3. this cover is subject to the Excess Period shown in the Placing Schedule against Section 1, Part C – Weekly Benefits – Sickness;
4. cover is subject to the age limitations contained in the General Provisions and Conditions Applicable to the Policy.

TABLE OF EVENTS: Part C - Weekly Benefits – Sickness	
EVENTS	BENEFITS
27. Sickness resulting in Temporary Total Disablement	From the date of Temporary Total Disablement and while the Temporary Total Disablement persists, We will, for up to the Benefit Period, pay the percentage of the Covered Person’s Salary shown in the Placing Schedule against Section 1, Part C - Weekly Benefits - Sickness, subject to the maximum amount shown in the Placing Schedule.
28. Sickness resulting in Temporary Partial Disablement	From the date of Temporary Partial Disablement and while the Temporary Partial Disablement persists, We will, for up to the Benefit Period, pay the weekly benefit amount shown in the Placing Schedule against Section 1, Part C - Weekly Benefits - Sickness less any amount of current earnings as a result of working in a reduced capacity. However, the combined amount must not exceed the percentage of Salary shown in the Placing Schedule or the Covered Person’s Salary.  If a Doctor certifies that the Covered Person is able to return to work in a reduced capacity but does not return to work, the benefit payable shall be twenty-five percent (25%) of the amount payable for Event 27.  Where a Covered Person is unemployed but a Doctor certifies the Covered Person is able to undertake light or partial duties, the Covered Person must, as soon as reasonably possible, actively Seek Employment consistent with the opinion of their Doctor. Should a Covered Person not actively Seek Employment once medically cleared to, benefits shall be twenty-five percent (25%) of the amount payable for Event 27.

### **Part C - Sickness Resulting In Overseas Surgery - Lump Sum Benefits**

Cover for an Event under this Part C - Sickness Resulting In Overseas Surgery applies only if:

1. an amount is shown in the Placing Schedule against Part C - Sickness Resulting in Overseas Surgery; and
2. the surgery is undertaken outside of Australia or the Covered Person's Country of Residence;
3. the Event(s) occurs within twelve (12) months of the date of Sickness; and
4. the Covered Person has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

<b>TABLE OF EVENTS: Part C - Sickness Resulting In Overseas Surgery</b>	
<b>EVENTS</b>	<b>BENEFITS: The % of the amount shown in the Placing Schedule against Section 1, Part C – Sickness Resulting in Overseas Surgery</b>
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	15%

### **Part D - Fractured Bones - Lump Sum Benefits**

Cover for an Event under this Part D - Fractured Bones applies only if:

1. an amount is shown in the Placing Schedule against Part D - Fractured Bones; and
2. the Event(s) occur while on a Journey.

<b>TABLE OF EVENTS: Part D - Fractured Bones</b>	
<b>EVENTS – Bodily Injury resulting in a fractured:</b>	<b>BENEFITS: The % of the amount shown in the Placing Schedule against Section 1, Part D - Fractured Bones</b>
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Other Fracture)	50%
36. Cheekbone, shoulder or hairline fracture of skull or spine	30%
37. Arm, elbow, wrist or ribs (Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture)	20%
39. Nose or collar bone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture)	20%
41. Finger, Thumb, Foot, Hand or Toe	5%

In the case of an established non-union of any of the above fractures, despite the maximum benefit payable amount, We will pay an additional benefit of five percent (5%) of the amount shown in the Placing Schedule against Section 1, Part D - Fractured Bones.

### **Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits**

Cover for an Event under this Part E - Loss of Teeth or Dental Procedures applies only if:

1. an amount is shown in the Placing Schedule against Part E - Loss of Teeth or Dental Procedures; and
2. the Loss of Teeth occur while on a Journey; and
3. the capping of Teeth occurs within twelve (12) months of the date of Bodily Injury.

<b>TABLE OF EVENTS: Part E - Loss of Teeth or Dental Procedures</b>	
<b>EVENTS – Bodily Injury resulting in:</b>	<b>BENEFITS</b>
42. Loss of Teeth or full capping of Teeth	\$300 per Tooth or the amount shown in the Placing Schedule
43. Partial capping of Teeth	\$150 per Tooth or the amount shown in the Placing Schedule

For benefits under Events 18, 42 and 43 relating to "Loss of Teeth", the maximum payable for any single Bodily Injury event will be the highest of the 3 Events. These benefits do not accumulate together for a single Bodily Injury event.

## Definitions Applicable to Section 1

**Assault** means an unprovoked, violent and physical act intentionally committed by a person or persons unknown against a Covered Person.

**Benefit Period** means the maximum period of time for which a benefit is payable under Events 25, 26, 27 and/or 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) as shown in the Placing Schedule.

**Complete Fracture** means a fracture in which the bone is broken completely across and no connection is left between the pieces.

**Event(s)** means the Event(s) described in the relevant Table of Events set out in Section 1 of the Policy.

**Excess Period** means the period of time following Events 25, 26, 27 and 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) giving rise to a claim during and for which no benefits are payable as specified in the Placing Schedule.

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

**Foot** means the entire foot below the ankle.

**Hairline Fracture** means mere cracks in the bone.

**Hand** means the entire hand below the wrist.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Loss** in connection with:

1. a Limb, means the Permanent physical severance or Permanent total loss of the use of the Limb;
2. an eye, means the total and Permanent loss of all sight in the eye;
3. the lens of an eye, means the loss of the lens leading to total and Permanent loss of all sight in that eye;
4. hearing, means the total and Permanent loss of hearing;
5. speech, means the total and Permanent loss of the ability to speak;
6. hands, feet and digits, means the Permanent physical severance or Permanent total loss of use of the Hand, Foot, Finger, Thumb or Toe,

and which in each case is caused by Bodily Injury.

**Medical Aids** means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor or Dentist and which are not excluded under General Exclusion 6.

**Other Fracture** means any fracture other than a Complete Fracture, Simple Fracture or Hairline Fracture.

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

**Quadriplegia** means the Permanent and total paralysis of both arms and both legs.

**Seek Employment** means the Covered Person being registered with the government agency or department in their Country of Residence which is responsible for providing unemployment services (such as Centrelink in Australia) and/ or a recruitment company and then providing Us with proof of a minimum of (4) new job applications per month unless this is not reasonably practicable in the Covered Person's circumstances.

**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.

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

## Additional Cover Applicable to Section 1

The following additional covers will automatically apply if an amount for that additional cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover while on a Journey during the Period of Insurance, We will pay or reimburse up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

### Accommodation and Transport Expenses

If the Covered Person suffers a Bodily Injury within their Country of Residence and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the Covered Person's normal place of residence, We will reimburse the reasonable transport and/or accommodation expenses necessarily incurred for their Spouse/Partner and/or Dependent Child(ren) (who live within the same Country of Residence as the Covered Person) to travel to or remain with the Covered Person whilst they are hospitalised. We will reimburse up to the amount shown in the Placing Schedule against Section 1, Accommodation and Transport Expenses.

### Advanced Payment

If the Covered Person suffers a Bodily Injury or Sickness for which weekly benefits are payable under Events 25 or 27 (Temporary Total Disablement), provided that medical evidence is presented from a Doctor certifying that there is a reasonable likelihood that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks and We agree with this certification, We will pay twelve (12) weeks of benefits at the time of making the first payment.

### Assault

If the Covered Person suffers a Bodily Injury as a direct result of an Assault committed by a person or persons unknown to the Covered Person, provided the Assault has been reported to the police and a copy of the police report is provided to Us where practicable and reasonable, We will pay the Covered Person the lump sum benefit amount shown in the Placing Schedule against Section 1, Assault.

### Chauffeur Services

If the Covered Person suffers a Bodily Injury or Sickness for which benefits are payable under Events 25, 26, 27 or 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) and a Doctor certifies that the Covered Person is unable to drive a vehicle or travel on public transport, We will reimburse the reasonable expenses necessarily incurred for the services of a chauffeur, commercial ride-share service or taxi service to and from:

1. any medical appointment for the treatment of the Bodily Injury or Sickness; and/or
2. the Covered Person's usual place of work and their Home if the Covered Person recovers sufficiently to return to work.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Chauffeur Services.

### Childcare Services

If the Covered Person suffers a Bodily Injury for which benefits are payable under Events 2 to 8, 10 or 19, and a Doctor certifies that the Covered Person is unable to look after their Dependent Child(ren), We will reimburse the reasonable expenses necessarily incurred for the services of a registered childcare provider, but only in respect of additional costs that would not otherwise have been incurred. We will reimburse up to the amount shown in the Placing Schedule against Section 1, Childcare Services.

### Coma

If the Covered Person suffers a Bodily Injury which:

1. directly causes or results in the Covered Person being in a state of continuous unconsciousness for more than twenty-four (24) hours; and
2. the Covered Person or their legal representative (or if none, their next of kin) presents Us with a written opinion of a Doctor which verifies that the cause of the continuous unconsciousness was the Bodily Injury,

We will pay the Covered Person or the Covered Person's legal representative (or if none, the Covered Person's next of kin) the lump sum benefit amount shown in the Placing Schedule against Section 1, Coma for each day of continuous unconsciousness, up to a maximum number of consecutive days.

### Concussion

If the Covered Person suffers a Bodily Injury that results in a Grade 3 or higher concussion as diagnosed by a doctor; and which has been diagnosed by a Doctor as having arisen directly from the Bodily Injury,

We will pay the Covered Person the lump sum benefit amount shown in the Placing Schedule against Section 1, Concussion Benefit. The maximum amount We will pay in any one Period of Insurance for any Covered Person is shown in the Placing Schedule against Section 1, Concussion.

### Corporate Image Protection

If the Covered Person suffers a Bodily Injury and this is likely to result in a valid claim under Events 1 to 8 or 10, We will reimburse the reasonable costs (other than the Insured's own internal costs) necessarily incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media to protect and/or positively promote the Insured's business and image.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Corporate Image Protection. The maximum benefit payable for any one (1) Event is the amount shown in the Placing Schedule against Section 1, Corporate Image Protection.

### Dependent Child Benefit

If the Covered Person suffers an Accidental Death and is survived by a Dependent Child(ren), in addition to the compensation payable for Event 1 – Accidental Death, We will pay the Covered Person's estate the lump sum benefit amount shown in the Placing Schedule against Section 1, Dependent Child Benefit. This is also subject to a maximum benefit amount in respect of any one (1) family as shown in the Placing Schedule against Section 1, Dependent Child Benefit.

### Disappearance

If the Covered Person disappears in any manner 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 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 after the Insured or the legal representatives of the Covered Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that to the prior knowledge of the Policyholder or legal representative, the Covered Person did not die as a result of a Bodily Injury.

### Domestic Help

If the Covered Person suffers a Bodily Injury which would have entitled that Covered Person to a Benefit under Events 25 and/or 26 (Weekly Benefits – Bodily Injury) except that they were not earning a Salary prior to sustaining that Bodily Injury, and the Covered Person is unable to carry out their usual and ordinary domestic duties, We will reimburse the reasonable expenses necessarily incurred for domestic help, including childcare and outdoor household activities, but only in respect of additional costs that would not otherwise have been incurred.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Domestic Help, provided that:

1. a Doctor certifies the domestic help is necessary for the Covered Person's recuperation/rehabilitation; and
2. the domestic help is not performed by a person who is a Close Relative of the Covered Person.

No cover is provided under this benefit for Dependent Children.

### Education Fund

If the Covered Person suffers a Bodily Injury resulting in an Accidental Death, subject to a maximum amount per family, for each of the Covered Person's surviving Dependent Children, We will reimburse the subsequently incurred school, university or institute of higher learning fees up to the amount stated in the Placing Schedule against Section 1, Education Fund.

### Escalation of Claim

After payment of a weekly benefit under Events 25, 26, 27 or 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - 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. Note that any continuation benefits shall still not exceed the total maximum benefit period as shown in the Placing Schedule.

### **Executor Emergency Cash Advance**

If the Covered Person suffers an Accidental Death and it is likely that there will be an entitlement to payment under Event 1 - Accidental Death, upon the executor of the Covered Person's estate's request, We will advance to the executor of the Covered Person's estate up to the amount shown in the Placing Schedule against Section 1, Executor Emergency Cash Advance, while the administration of the Covered Person's estate is being arranged. The advance will be deducted from any subsequent benefit paid for Event 1 - Accidental Death.

### **Exposure**

If 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 suffers from any of the Events outlined in the Table of Events as a direct result of that exposure, the Covered Person will be deemed for the purpose of the Policy to have suffered a Bodily Injury on the date of the Accident.

### **Home Care**

If the Covered Person suffers a Bodily Injury for which benefits are payable under Event 25 (Weekly Benefits – Bodily Injury, Temporary Total Disablement) and a Doctor certifies that the Covered Person is confined to bed and requires full time care, We will pay a Close Relative to provide full-time care for the Covered Person provided the Close Relative 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 amount stated in the Placing Schedule against Section 1, Home Care or the lost income the Close Relative would have earned if the Covered Person had not required full-time care.

### **Hospital Car Parking and Meals**

If the Covered Person who is a Dependent Child, suffers a Bodily Injury which results in their hospitalisation, We will reimburse the reasonable expenses necessarily incurred for daily car parking and meals for a Parent or guardian who remains at the hospital while the Dependent Child remains hospitalised. We will reimburse up to the daily amount and up to the maximum number of consecutive days shown in the Placing Schedule against Section 1, Hospital Car Parking and Meals.

### **Independent Financial Advice**

If the Covered Person suffers a Bodily Injury for which benefits are payable under Events 1 - 9 (a) or 10, in addition to payment of the benefit, We will reimburse the reasonable expenses necessarily incurred for professional financial advice in respect of the payment of the Bodily Injury benefit.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Independent Financial Advice, provided that:

1. the advice is provided by an independent financial advisor who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice or, if the financial advice is obtained in a country other than Australia, who is authorised under relevant laws of that country to provide such financial advice; and
2. the independent financial advice is not performed by a person who is a Close Relative of the Covered Person.

### **Modification Expenses**

If the Covered Person suffers a Bodily Injury for which a benefit is payable under Events 2, 3, 6 or 10 We will reimburse the reasonable expenses necessarily incurred to:

1. modify the Covered Person's motor vehicle; and
2. either:
  - a) modify the Covered Person's Home; or
  - b) relocate the Covered Person to a more suitable residence.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Modification Expenses, provided that evidence is presented from a Doctor certifying the modifications and/or relocation is medically necessary or is at least likely to be substantially beneficial in managing the Covered Person's independence.

#### **Orphaned Benefit**

If the Covered Person and their Accompanying Spouse/Partner both suffer an Accidental Death due to the same Accident and they are survived by a Dependent Child(ren), subject to a maximum amount per family and in addition to any benefit payable under the Dependent Child Benefit, We will pay the Covered Person's estate the lump sum benefit amount shown in the Placing Schedule against Section 1, Orphaned Benefit for each surviving Dependent Child.

#### **Out of Pocket Expenses**

If the Covered Person suffers a Bodily Injury which directly results in additional expenses for:

1. Medical Aids;
2. other non-medical expenses such as clothing and non-medical equipment; and
3. local transportation (other than in an ambulance) for the purpose of seeking medical treatment,

We will reimburse the reasonable out of pocket expenses necessarily incurred up to the amount shown in the Placing Schedule against Section 1, Out Of Pocket Expenses provided that these expenses are not insured elsewhere under this Policy, or an expense to which General Exclusion 6 or 7 applies.

#### **Premature Birth/Miscarriage**

If the Covered Person suffers a Bodily Injury which results in premature childbirth (prior to thirty-two (32) weeks gestation) or miscarriage, We will pay the Covered Person the lump sum benefit amount shown in the Placing Schedule against Section 1, Premature Birth/Miscarriage.

#### **Psychological Trauma**

If:

1. the Covered Person suffers psychological trauma as a result of a Bodily Injury caused by being a victim of an Assault, Act of Terrorism or a criminal act such as kidnap, sexual assault, rape, murder, Carjacking, violent robbery or attempted robbery; or
2. the Covered Person suffers psychological trauma as a result of being an eyewitness to an Act of Terrorism or a criminal act such as kidnap, assault, sexual assault, rape, murder, Carjacking, violent robbery or attempted robbery; or
3. a Spouse/Partner and/or Dependent Child(ren) of a Covered Person suffers psychological trauma as a result of the Accidental Death or Bodily Injury of the Covered Person in circumstances where the Covered Person was a victim of an Act of Terrorism or a criminal act such as kidnap, Assault, sexual assault, rape, murder, Carjacking, violent robbery or attempted robbery.

We will pay the Covered Person the lump sum benefit amount shown in the Placing Schedule against Section 1, Psychological Trauma for any one Covered Person or Spouse/Partner and/or Dependent Child(ren) provided the psychological trauma is verified by a Doctor, registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative).

The maximum benefit payable for any one (1) Event is the amount shown in the Placing Schedule against Section 1, Psychological Trauma.

#### **Reconstructive or Cosmetic Surgery**

If the Covered Person suffers a Bodily Injury which results in medically-necessary reconstructive or cosmetic surgery, and a benefit being paid under Events 2 to 19, We will pay the Covered Person an additional ten percent (10%) of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the amount shown in the Placing Schedule against Section 1, Reconstructive or Cosmetic Surgery.

The Reconstructive or Cosmetic Surgery benefit will be payable only once in respect of any one (1) Accident, and will be reduced by any amount payable under Events 20 to 24 in respect of the same Accident.

#### **Rehabilitation Additional Benefit**

If We pay the Covered Person a benefit under Section 1. Part B – Weekly Benefits – Bodily Injury or Part C – Weekly Benefits – Sickness, We will also pay for the reasonable costs incurred for:

1. Return to work assistance, which includes:
  - a) professional assistance to improve the Covered Person's physical and/or emotional condition;
  - b) pain management therapy;
  - c) work task analysis to determine the need for special equipment and modifications; and
  - d) provision of special equipment and/or modifications to the Covered Person's workplace.
2. Advice and assistance necessary to assist the Covered Person's gradual return to work.
3. Vocational assessment, which includes:
  - a) assistance in the choice of a new job and placement in that job taking into account the interests, skills and disability of the Covered Person and the job market;
  - b) simulated work environment experience; and
  - c) development of further work skills through education and on the job training.

We will not pay:

1. unless the Covered Person's Doctor agrees they can participate in the return to work assistance or vocational assessment programs; and
2. expenses which have been reimbursed under any other Section of the Policy.

We will pay up to the amount shown in the Placing Schedule against Section 1, Rehabilitation Additional Benefit.

### **Replacement Staff Recruitment Costs**

If the Covered Person suffers a Bodily Injury that results in the Covered Person permanently ceasing work with the Insured, and the Bodily Injury is likely to result in a valid claim under the Policy with respect to, Part A – Lump Sum Benefits Events 1 to 8, 10 or 19, We will reimburse the reasonable costs necessarily incurred by the Insured for the recruitment of a replacement employee. We will reimburse up to the amount shown in the Placing Schedule against Section 1, Replacement Staff/Recruitment Costs providing the recruitment process commences within sixty (60) days of the Event and be for recruiting a replacement for the Covered Person's role for the continuation of the Insured's business.

### **Spouse/Partner Accidental Death**

If the Covered Person's Spouse/Partner (who is not Accompanying the Covered Person) suffers an Accidental Death, We will pay the Covered Person the lump sum benefit amount shown in the Placing Schedule against Spouse/Partner Accidental Death.

### **Spouse/Partner Retraining**

If the Covered Person suffers Event 1 (Accidental Death), Event 2 (Permanent Total Disablement) or Event 3 (Paraplegia or Quadriplegia), We will reimburse the reasonable costs necessarily incurred for the training or retraining of the Covered Person's Spouse/Partner:

1. for the purpose of obtaining gainful employment; or
2. to improve their employment prospects; or
3. to enable them to improve the quality of care they can provide to the Covered Person.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Spouse/Partner Retraining provided that:

1. the training is provided by a registered training organisation (or similar entity) with qualified skills to provide such training; and
2. the training is not performed by a person who is a Close Relative of the Covered Person; and
3. all expenses are incurred within twenty four (24) months from the date the Covered Person suffered the Bodily Injury.

### **Student Tutorial Costs**

If the Covered Person (who is a student at an accredited institution of higher learning), suffers a Bodily Injury or Sickness which results in a benefit being paid under Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits – Sickness) and a Doctor certifies the Covered Person is unable to attend their registered classes, We will reimburse the reasonable and necessarily incurred tutorial costs up to the amount shown in the Placing Schedule against Section 1, Student Tutorial Costs, provided that the tutorial services are not

performed by a person who is a Close Relative of the Covered Person or persons permanently living with the Covered Person.

### **Terrorism Injury**

If the Covered Person suffers a Bodily Injury resulting from an Act of Terrorism for which a benefit is paid under Events 1 to 8, or 10, We will, in addition to payment of the benefit, also pay the Covered Person or the Covered Person's estate the lump sum benefit amount shown in the Placing Schedule against Section 1, Terrorism Injury provided the Act of Terrorism has been reported to the police and a copy of the police report is provided to Us where practicable and reasonable.

The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the Aggregate amount shown in the Placing Schedule against Section 1, Terrorism Injury.

### **Tuition or Advice Expenses**

If the Covered Person suffers a Bodily Injury or Sickness for which a benefit is payable under Event 2 (Permanent Total Disablement), Event 3 (Paraplegia or Quadriplegia), or Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness), We will reimburse the reasonable tuition or advice expenses necessarily incurred relating to returning the Covered Person to work.

We will reimburse up to the amount shown in the Placing Schedule against Section 1, Tuition or Advice Expenses provided that such tuition or advice:

1. is undertaken with Our prior written agreement (not to be unreasonably withheld or delayed); and
2. is provided by a licensed vocational school; and
3. is certified by a Doctor as being medically necessary or at least substantially beneficial in returning the Covered Person to work.

### **Unexpired Membership**

If the Covered Person suffers a Bodily Injury which results in a benefit being paid under:

1. Events 2 to 8; 10; or
2. Events 25 and/or 26 (Weekly Benefits – Bodily Injury) for which a Doctor certifies is likely to continue for a minimum period of twenty-six (26) weeks,

and it is certified by a Doctor as reasonably likely to prevent the Covered Person from continuing their participation in any sport or gym activity for the entire period that they have pre-paid a membership, association or registration fee, We will pay the Covered Person the non-refundable fees paid for the current season or membership period pro-rata from the time of the Event, up to the amount shown in the Placing Schedule against Section 1, Unexpired Membership.

## **Conditions Applicable to Section 1**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-9 (a), We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.
2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury, We will, however, pay the Event with the highest benefit.
3. Benefits shall not be payable:
  - a) for Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) in excess of a total aggregate period as shown as the number of weeks (or other time period) against Section 1, Part B - Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness in the Placing Schedule in respect of any one (1) Bodily Injury or Sickness;
  - b) for Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) during the Excess Period;

- c) for Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) after the Excess Period, in an amount which exceeds the lesser of:
- the maximum Sum Insured shown in the Placing Schedule against Section 1, Part B Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits – Sickness, as applicable, or
  - the applicable percentage of the Covered Person's Salary as shown in the Placing Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.

For example, if:

- the applicable percentage is 75%; and
- the maximum benefit amount shown in the Placing Schedule is \$2,000 x 104 weeks against Section 1, Part B – Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness; and
- a Covered Person's Salary is \$1,500 per week,
- then that Covered Person's maximum benefit will be limited to 75% of \$1,500 x 104 weeks = \$117,000

- d) unless the Covered Person procures and follows proper medical advice from a Doctor as soon as reasonably practicable after the happening of a Bodily Injury or the manifestation of any Sickness giving rise to a claim under the Policy. Failure to follow proper medical treatment or advice in accordance with this paragraph d) may result in Us reducing or suspending Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure;
- e) for more than one (1) of Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) that occur for the same period of time in respect of any one (1) Covered Person; and
- f) for more than one (1) of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Bodily Injury or Sickness, We will, however, pay the Event with the highest benefit.

4. The amount of any benefit payable for Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness), will be reduced by the amount of any:

- periodic compensation benefits payable under any disability insurance workers' compensation or accident compensation scheme or other government entitlement; and
- the amount of any sick pay received, or, at the discretion of the Insured, sick leave entitlement, so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the Covered Person's Salary as shown in the Placing Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.

For example, if:

- the applicable percentage is 75%;
- the maximum benefit amount shown in the Placing Schedule is \$1,250 x 156 weeks against Section 1, Part B - Weekly Benefits – Bodily Injury or Section 1, Part C - Weekly Benefits - Sickness;
- a Covered Person's Salary is \$2,000 per week;
- the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4 (a) above,
- then that Covered Person's maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 104 weeks = \$104,000.

(Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 104 weeks).

5. Where, in relation to benefits payable for Events 2 (Permanent Total Disablement), 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness), We do not agree with the opinion given by the Covered Person's treating Doctor, We have the right (at Our own expense) to have the Covered Person examined by a Doctor of appointed by Us. If the Doctor chosen by us forms an opinion that is contrary to the opinion of the Covered Person's treating Doctor, We will obtain the opinion of an independent Doctor (mutually agreed by Us and the Covered Person) at Our expense and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.

6. If as a result of a Bodily Injury or Sickness, benefits become payable under Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) 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 or causes then, for the purpose of applying the Excess Period only, 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, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury or Sickness and a new Excess Period will apply.
7. Where a Bodily Injury or Sickness requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury or Sickness, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period 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, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of Bodily Injury or Sickness.  
Note, any continuation benefits shall not exceed the total maximum benefit period as shown in the Placing Schedule.
8. Subject to the Advanced Payments referred to in Section 1. Additional Cover, weekly benefits for Events 25 to 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness) shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of the average income per day worked based on the Covered Person's Salary for each day during which disability continues.
9. All benefits paid under Section 1, Personal Accident & Sickness cover shall be payable to the Insured or such person or persons and in such proportions as the Insured shall nominate, unless otherwise specified in the Policy.
10. With respect to Section 1, Part A - Lump Sum Benefits, where the lump sum benefit is linked to the Covered Person's Salary and the Covered Person (who is not an Accompanying Spouse/Partner or a Dependent Child), is not in receipt of a Salary, the benefit amount shall be limited to \$250,000 or the maximum sum insured shown in the Placing Schedule for that category of Covered Person.
11. Should a benefit be payable under this Section of the Policy that is also payable under any other insurance Policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).
12. Where a Bodily Injury is the result of an Act of Terrorism, Assault or a Carjacking, the Covered Person must report to the police or other relevant local authority within a reasonably practicable timeframe, or as soon as reasonably possible, of the Act of Terrorism, Assault or Carjacking occurring.
13. Cover under this Section is subject to the age limitations contained in the General Provisions Applicable to the Policy.

## Exclusions Applicable to Section 1

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for:

1. any Event(s) or benefits which are directly or indirectly related to a Pre-Existing Condition; and
2. Events 27 and 28 with respect to any Sickness which is wholly or partly attributable to childbirth or pregnancy (except for unexpected medical complications or emergencies arising from childbirth or pregnancy); and
3. any Event(s) or benefit where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) by the Covered Person for the sole purpose of seeking medical treatment, but only with respect to any Event directly related to the medical treatment being sought.

## SECTION 2 – KIDNAP AND EXTORTION

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey:

1. the Covered Person is Kidnapped or allegedly Kidnapped; or
2. the Insured or the Covered Person is the subject of Extortion;

We will reimburse the Extortion/Ransom Monies paid up to the amount shown in the Placing Schedule against Section 2, Kidnap and Extortion.

We will also reimburse:

1. the loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person(s) demanding those monies by anyone who is authorised by the Insured or a Covered Person to have custody of the Extortion/Ransom Monies, provided that the Kidnap or Extortion which gave rise to the delivery is insured under this Section; and
2. the amount paid by the Insured for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance and while the person was a Covered Person; and
3. the reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the release of the Covered Person, paying any Extortion/Ransom Monies or recovery of the Covered Person provided that We have given Our prior written consent to the use of such consultants which will not be unreasonably withheld or delayed; and
4. the judgments and settlements and defence costs incurred, with Our prior written consent (such consent must not be unreasonably withheld), as a result of any claim or suit brought by or on behalf of the Covered Person (or the heirs, estate or legal representatives of the Covered Person) against the Insured solely and directly as a result of a Kidnap or Extortion, provided such suit or claim is made within 12 months of the release or death of the Covered Person or the last credible Extortion threat, but in no event later than 60 months after the commencement of the Kidnap or Extortion.

The payments in paragraphs 1, 2, 3 and 4 above shall be inclusive of and not in addition to, the benefit amount shown in the Placing Schedule against Section 2, Kidnap & Ransom/ Extortion Cover.

In order for certain costs or Expenses to be covered under this Section, those costs or Expenses must be approved by Us (such approval not to be unreasonably withheld) before they are incurred. Refer to the definition of Expenses for the types of Expenses that require Our prior approval, and condition 2 (Our prior approval) of this Section.

Our total liability for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the amount shown in the Placing Schedule against Section 2, Kidnap and Extortion - Aggregate Limit of Liability (E).

### Definitions Applicable to Section 2

**Expenses** mean any of the following:

1. reasonable payment made by the Insured to a person(s) providing information which leads to the arrest of the individual(s) responsible for a Kidnap or Extortion insured under this Section;
2. reasonable and customary loan costs incurred by the Insured from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. reasonable and customary travel and accommodation costs incurred by the Insured or a Covered Person as a result of a Kidnap or Extortion;
4. Salary paid by the Insured to a Covered Person or on behalf of a Covered Person who is the victim of a Kidnap or Extortion for up to the earliest of the following dates:
  - a) sixty (60) days after the release of the Covered Person from a Kidnap; or

- b) the discovery of the death of the Covered Person; or
  - c) one hundred and eighty (180) days after the Insured 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 victim has not been released;
5. payments made by the Insured 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;
  6. personal financial loss suffered by the Covered Person(s);
  7. travel costs of a Covered Person who is the victim of a Kidnap to join their immediate family upon their release. Travel costs will be at economy fare and will be applied once per Covered Person;
  8. rest and rehabilitation expenses, including travel, lodging, meals and recreation of the Kidnap victim and the victim's Spouse/Partner and any Dependent Children, up to a maximum of \$5,000 in any one Period of Insurance;
  9. travel costs of an Employee to replace the Kidnap victim. Travel costs will be at an economy fare rate and will be applied once per replacement person;
  10. reasonable fees and expenses of a qualified interpreter assisting the Insured or a Covered Person in the event of a Kidnap or Extortion;
  11. the necessary and reasonable external expenses (incurred by the Insured with Our prior approval, which will not be unreasonably withheld or delayed) to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise the Insured's business and corporate image. These expenses must be directly in connection with a Kidnap or Extortion;
  12. reasonable medical, psychiatric and legal expenses incurred by the Covered Person with the Insured's approval for a twelve (12) month period following the release of the Covered Person;
  13. reasonable fees for independent medical and legal advice incurred by the Insured with Our prior approval, which will not be unreasonably withheld or delayed;
  14. any other reasonable and customary expenses incurred by the Insured with Our prior approval, which will not be unreasonably withheld or delayed, in resolving a Kidnap or Extortion insured under this Section (subject to Condition 2 below).

**Extortion** means a physical threat or threats (including actual or alleged Kidnapping), to commit bodily harm, wrongful abduction or Detention, for the purposes of demanding Extortion/Ransom Monies.

**Extortion/Ransom Monies** means a consideration paid for the actual or attempted 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 (or illegal Detention) and holding hostage of a Covered Person for the purpose of demanding Extortion/Ransom Monies as a condition of release.

## Conditions Applicable to Section 2

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. **Confidentiality.** The Insured and each and every Covered Person will make a reasonable effort not to disclose the existence of this insurance.
2. **Our prior approval.** If Our prior written consent or approval is required for certain costs or expenses to be covered under this Section, and the Insured has not first made contact with Us and obtained our approval

prior to incurring these costs or expenses (where reasonably practicable), We may be entitled to reduce Our liability under this Section to the extent that Our rights have been prejudiced, which could result in us declining to cover some or all of the expenses that have been incurred.

3. **Your Duties in the Event of Occurrence, or Claim.** In the event of an occurrence or claim, the Insured must;
  - a) in the case of a claim for Kidnap, make all reasonable efforts to confirm that the Covered Person has been Kidnapped;
  - b) notify Us as soon as possible;
  - c) notify all relevant law enforcement agencies if having given full consideration to the personal safety of the Covered Person(s) the Insured decides that it is the most appropriate option; and
  - d) take reasonable steps to comply with any recommendations and instructions issued by any such law enforcement agency provided they appear to be in the best interests of the Covered Person(s) and it is within your power to comply.
4. **Due Diligence.** The Insured and all Covered Person(s) will exercise due diligence in undertaking reasonable steps (such as having appropriate travel policies in place, complying with workplace health and safety laws) to avoid or reduce any loss under this insurance.
5. **Ransom or Extortion Surrendered by or on behalf of a Covered Person.** In the event of an Extortion/Ransom Monies demand directed against any Covered Person rather than against the Insured, Extortion/Ransom Monies paid by or on behalf of such Covered Person and costs and expenses, described in items 1. and 3. of the Extent of Cover clause and clauses 1, 2, 3, 6, 10, 12 and 14 of the definition of Expenses, incurred by or on behalf of such Covered Person shall, at the Insured's option, be considered Extortion/Ransom Monies paid on the Insured's behalf and Expenses incurred by the Insured.
6. **Judgments, Settlements and Defence Costs.** As an additional condition to Extent of Cover clause 4. the Insured will:
  - a) as soon as reasonably practicable notify Us of the claim or suit;
  - b) not admit liability without Our consent (such consent not to be unreasonably withheld). Otherwise, We may reduce or refuse to pay any amounts under this Section to the extent We are prejudiced ;and
  - c) take all reasonable steps to co-operate with Us in conducting the defence of the claim or suit.

We shall have the right to investigate, negotiate or settle the claim or suit or to take over the conduct of the defence if such claim or suit is wholly or partially covered under this Section, and the Insured will take all reasonable steps to co-operate with Us in this regard.

## Exclusions Applicable to Section 2

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for:

1. 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 unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand; or
2. no cover is provided for any losses or damages caused or claimed to be caused by way of interruption to any business; or
3. 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
4. any fraudulent or dishonest act committed by the Insured, a Covered Person or any person the Insured authorises to have custody of Extortion/Ransom Monies.

## SECTION 3 – HIJACK AND DETENTION

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### Extent of Cover

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

1. forcibly Detained for more than eight (8) hours as a direct result of a Hijack; or
2. Detained for more than eight (8) hours by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 1 below);

We will pay the Covered Person, the daily benefit amount shown in the Placing Schedule against Section 3, Hijack and Detention, and continue to pay for each twenty-four (24) hour period of continued Detention after the first eight (8) hours, up to the amount and maximum period shown in the Placing Schedule against Section 3, Hijack and Detention.

### Definitions Applicable to Section 3

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

### Additional Cover Applicable to Section 3

#### Legal Costs

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Insured and/or the Covered Person incur their own legal costs as a result of being Detained, We will reimburse the reasonable legal costs necessarily incurred up to the amount shown in the Placing Schedule against Section 3, Legal Costs.

### Exclusions Applicable to Section 3

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for:

1. any Detention attributable to the Covered Person breaking the law of any country or state; or
2. any expenses where the law of the country in which the expense is incurred prohibits Us from providing insurance or making a payment in respect of such expense.

## SECTION 4 – MEDICAL, EVACUATION AND ADDITIONAL EXPENSES

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey outside the Covered Person's Country of Residence, the Covered Person suffers a Bodily Injury or Sickness, We will pay or reimburse the reasonable Medical, Evacuation and Additional Expenses necessarily incurred up to the amount shown in the Placing Schedule against Section 4, Medical, Evacuation and Additional Expenses, and subject to any applicable Excess.

In order for certain Medical, Evacuation and Additional Expenses to be covered under this Section, those expenses must be approved by Our nominated emergency assistance provider **before** they are incurred. Refer to the definition of Medical, Evacuation and Additional Expenses for the types of expenses that require Our nominated emergency assistance provider's prior approval, and Conditions 1 and 3 of this Section.

### Definitions Applicable to Section 4

**Medical, Evacuation and Additional Expenses** means:

1. all reasonable costs necessarily incurred outside the Covered Person's Country of Residence for a period of up to twenty-four (24) months from the date of their Bodily Injury or Sickness, for:
  - a) hospital, surgical or other diagnostic or remedial treatment including but not limited to nursing, physiotherapy, chiropractic, cost of medical supplies and ambulance services given or prescribed by a Doctor as a direct result of the Covered Person's Bodily Injury or Sickness;
  - b) emergency dental treatment given by a Dentist to restore or replace sound natural teeth lost or damaged as a result of a Bodily Injury, or to resolve the acute, spontaneous and unexpected onset of pain in the Covered Person's teeth;
  - c) emergency optical treatment given by an eye specialist (who is not the Insured, the Covered Person, a Close Relative of the Covered Person or an Employee of the Insured);
2. ongoing medical expenses. Unless excluded under General Exclusions 5, 6 or 7, ongoing medical expenses incurred in the Covered Person's Country of Residence after a Covered Person has returned to their Country of Residence for a period of up to twenty-four (24) months from the date of their Bodily Injury or Sickness for the treatment of a Bodily Injury or Sickness for which treatment was first sought and received while on an overseas Journey.

If a Covered Person returns to a country other than Australia or New Zealand, ongoing medical expenses incurred in the Covered Person's Country of Residence are limited to a maximum of \$100,000;

3. expenses incurred to repair, replace or adjust dentures up to a maximum of \$3,500 provided those expenses are as a direct result of a Bodily Injury;
4. reasonable and necessary expenses related to the evacuation and/or repatriation of the Covered Person as a direct result of their Bodily Injury or Sickness, to the:
  - a) most suitable hospital; or
  - b) Covered Person's Country of Residence (or to another country agreed between the Insured or the Covered Person, Us and Our nominated emergency assistance provider),

provided such evacuation or repatriation is recommended by a Doctor and prior approval is obtained from Our nominated emergency assistance provider, such approval not to be unreasonably withheld or delayed.

5. reasonable travel and accommodation expenses of up to two (2) people who, as a result of the Covered Person's Bodily Injury or Sickness, are required to travel to, or remain with, the Covered Person when it is considered medically necessary and when prior approval is obtained from Our nominated emergency assistance provider, such approval not to be unreasonably withheld or delayed.

## Additional Cover Applicable to Section 4

The following additional covers will automatically apply if an amount for that additional cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover while on a Journey during the Period of Insurance, We will pay up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

### Non-Medical Incidental Expenses

If the Covered Person suffers a Bodily Injury or Sickness which results in them being admitted to hospital outside of Australia or their usual Country of Residence, We will reimburse the reasonable non-medical incidental expenses necessarily incurred, including but not limited to telephone, television and newspapers up to the amount shown in the Placing Schedule against Section 4, Non-Medical Incidental Expenses.

### Overseas Bed Confinement

If the Covered Person suffers a Bodily Injury or Sickness which results in a Doctor confining them to bed outside of Australia or their usual Country of Residence for a period in excess of twenty-four (24) hours, We will pay the Covered Person the daily benefit amount up to the maximum number of consecutive days, shown in the Placing Schedule against Section 4, Overseas Bed Confinement.

We will **not pay** for any claim if the Covered Person is confined to a bed in any institution primarily used as a nursing or convalescent home, a place of rest, a geriatric ward, a mental institution, a rehabilitation or extended care facility or a place for the **treatment of alcohol or drug addiction**.

### Trauma Counselling

If the Covered Person suffers psychological trauma as a result of them being:

1. a Kidnap victim, or the subject of Extortion (as per the terms and conditions of Section 2. Kidnap and Extortion); or
2. a Hijack victim or Detained (as per the terms and conditions of this Section 3, Hijack and Detention); or
3. a victim of, or eye witnessing a traumatic criminal act,

We will reimburse the reasonable costs of trauma counselling necessarily incurred up to the amount shown in the Placing Schedule against Section 4, Trauma Counselling provided that:

1. a Doctor recommends that treatment from a registered psychologist is necessary; and
2. the registered psychologist or psychiatrist is not a Covered Person or their Close Relative.

## Conditions Applicable to Section 4

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. We or Our nominated emergency assistance provider must be informed as soon as reasonably practicable of any potential claim under this Section in the event the Covered Person is admitted to hospital or where Medical, Evacuation and Additional Expenses are likely to exceed \$10,000.
2. We will, while acting reasonably, decide whether to evacuate or repatriate a Covered Person based upon the medical necessity which will be derived from advice of the Covered Person's attending Doctor and/or Our medical advisor. Our nominated emergency assistance provider will determine the most appropriate means of transport and destination for evacuation or repatriation based upon this advice.
3. If prior approval from Our nominated emergency assistance provider is required for certain costs or expenses to be covered under this Section, and the Covered Person or anyone acting on the Covered Person's behalf has not first made contact with Our nominated emergency assistance provider and obtained approval before these costs or expenses are incurred (where reasonably practicable), We may be entitled to reduce Our liability under this Section to the extent that those costs or expenses could

otherwise have been reduced through engaging preferred providers arranged by Our nominated emergency assistance provider.

4. To the extent that it is reasonably practicable, the Insured, Covered Person, and/ or anyone undertaking arrangements on the Insured's or Covered Person's behalf must not attempt to resolve problems encountered without first advising Us or Our nominated emergency assistance provider as soon as reasonably practicable or it may prejudice reimbursement of expenses, which could result in the Insured or Covered Person being held liable for certain expenses. We may reduce or refuse to pay compensation to the extent We are prejudiced.
5. In the event that a Covered Person is repatriated to the country that was their intended final destination (such as their Country of Residence), We will not indemnify the originally purchased airfare.

## Exclusions Applicable to Section 4

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor; or Dentist; or
  - b) by the Covered Person for the sole purpose of seeking medical treatment, but only with respect to any expenses directly related to the medical treatment is being sought or;
2. incurred for any medication, unless the medication is lost or stolen, or ongoing treatment for a Pre-Existing Condition and for which such medication or treatment the Covered Person has been advised by their Doctor to continue during travel; or incurred after the period of twenty-four (24) months from the date the first expense was incurred by the Covered Person or the Insured following a Bodily Injury or Sickness; or
3. incurred for routine medical, optical or dental treatment or consultation; or
4. incurred after the period of twenty-four (24) months from the date the first expense was incurred by the Covered Person or the Insured following death, a Bodily Injury or Sickness; or
5. to the extent such expenses are recoverable by the Insured and/or a Covered Person from any other source, including but not limited to a government sponsored fund, plan or medical benefit scheme, unless the Insured or the Covered Person have been unable to obtain a recovery within a reasonable timeframe and after reasonable recovery efforts have been made; or
6. directly related to a Covered Person's terminal condition which was diagnosed by a Doctor prior to the Journey commencing;
7. relating to ongoing medical expenses incurred outside of the Covered Person's Country of Residence; or
8. to which General Exclusions 5, 6 or 7 applies; or
9. where the law of the country in which the expense is incurred prohibits Us from providing insurance or making a payment in respect of such expense.

## SECTION 5 – RESCUE & EMERGENCY ASSISTANCE

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Our nominated emergency assistance provider and their contact details are noted in the endorsements and / or the PDS attached to this Policy

In the event a Covered Person is on a Journey and requires travel, medical or security advice or assistance, as soon as practicable they should call Our nominated emergency assistance provider to get immediate assistance and help accessing vital services in the local area.

## SECTION 6 – LOSS OF DEPOSITS OR CANCELLATION & CURTAILMENT EXPENSES

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### Extent of Cover

#### Loss of Deposits

If during the Period of Insurance and prior to the commencement of a proposed Journey, the Insured or the Covered Person incurs loss of pre-paid Travel or Accommodation Expenses following the necessary alteration or cancellation of the Covered Person's Journey due to:

1. the Covered Person's unexpected death, Bodily Injury or Sickness which results in the Covered Person being unable (as certified by a Doctor or Dentist) to commence the Journey as planned; or
2. the unexpected death, Serious Injury or Serious Sickness of a Close Relative or a Close Colleague of the Covered Person; or
3. the Covered Person's Home or the Insured's business premises suffering major theft or unexpected damage; or
4. any other unforeseen circumstance outside the control of the Insured or the Covered Person other than those circumstances described in 1 - 3 above and not otherwise excluded under the Policy,

We will reimburse the lesser of:

1. the cost of cancellation fees, lost deposits and the non-refundable portion of their forfeited prepaid Travel or Accommodation Expenses that cannot be recovered from any other source; or
2. the reasonable Travel or Accommodation Expenses necessarily incurred to alter the original Journey or make arrangements to travel at another time,

up to the amount shown in the Placing Schedule against Section 6, Loss of Deposits, subject to the applicable Excess.

#### Cancellation & Curtailment Expenses

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Insured or the Covered Person incurs loss/forfeit of prepaid Travel or Accommodation Expenses and/or reasonable un-budgeted additional Travel or Accommodation Expenses following the necessary alteration, cancellation or curtailment of the Covered Person's Journey due to:

1. the Covered Person's unexpected death, Bodily Injury or Sickness which results in the Covered Person being unable (as certified by a Doctor or Dentist) to continue the Journey as planned; or
2. the unexpected death, Serious Injury or Serious Sickness of a Close Relative or a Close Colleague of the Covered Person; or
3. the Covered Person's Home or the Insured's business premises suffering major theft or unexpected damage; or
4. any other unforeseen circumstance outside the control of the Insured or the Covered Person other than those circumstances described in 1 - 3 above and not otherwise excluded under the Policy.

We will reimburse:

1. the cost of cancellation fees, lost deposits and the non-refundable unused portion of their forfeited prepaid Travel or Accommodation Expenses that cannot be recovered from any other source; and/or
2. any additional Travel or Accommodation Expenses that are reasonable, necessary and over and above what the Insured or the Covered Person had budgeted for, or could reasonably have expected to pay had the Journey gone ahead as planned,

up to the amount shown in the Placing Schedule against Section 6, Cancellation & Curtailment Expenses, subject to the applicable Excess.

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

## Sub-Limits Applicable to Section 6

### Associated Leisure Travel or Non-Associated Leisure Travel

A loss which is a result of Associated Leisure Travel or Non-Associated Leisure Travel shall be limited to a maximum of \$25,000 per Covered Person per event or the sum insured shown in the Placing Schedule, whichever is the lesser.

## Definitions Applicable to Section 6

**Serious Injury** or **Serious Sickness** means a medical condition which a Doctor certifies as being life threatening and for which the person on whom the claim depends has not:

- a) received daily medical treatment or medication relevant to the life threatening medical condition in the thirty (30) days immediately prior to the date the Covered Person's Journey was booked, or
- b) required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) relevant to the life threatening medical condition in the six (6) months immediately prior to the date the Covered Person's Journey was booked.

**Travel or Accommodation Expenses** means any amount that the Insured or the Covered Person has paid or are liable to pay by reason of contract, for the supply of transportation, accommodation, meals, individual event registration fees or entertainment tickets including travel agent or booking fees.

## Additional Cover Applicable to Section 6

The following additional covers will automatically apply if an amount for that additional cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover while on a Journey during the Period of Insurance, We will pay up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

### Additional Childcare

If the Covered Person is delayed beyond the Journey's original return date due to an event covered by this Policy and incurs additional childcare costs for their Dependent Child(ren) as a direct result of that delay, We will reimburse the reasonable expenses necessarily incurred for additional registered childcare up to the amount shown in the Placing Schedule against Section 6, Additional Childcare.

### Corporate Events

Subject to the other terms, conditions and exclusions of the Policy, Cover under Section 6, Loss of Deposits or Cancellation & Curtailment Expenses is extended to include persons (who are not otherwise Covered Persons under this Policy) invited to travel as guests of the Insured, to events organised or hosted by the Insured, provided that any losses or expenses incurred are not insured under another policy, or cannot be recovered from any other source within a reasonable timeframe and after reasonable recovery efforts have been made.

Cover shall be applied under Section 6, Loss of Deposits or Cancellation & Curtailment Expenses only, up to the per person amount shown in the Placing Schedule against Section 6, Corporate Events. The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the Aggregate amount shown in the Placing Schedule against Section 6, Corporate Events.

### Home Damage

If the Covered Person's Home suffers Accidental physical or structural damage which renders it unsafe to live in at the conclusion of the Journey, provided it is not deliberate damage caused by any other person living at the Home, We will reimburse the reasonable alternative accommodation expenses necessarily incurred, that

are in addition to any costs which can be claimed under the Covered Person's home and/or contents insurance, or other insurance policy. We will reimburse up to the daily amount and up to the maximum number of consecutive days shown in the Placing Schedule against Section 6, Home Damage.

### **Funeral Expenses**

If the Covered Person dies, We will reimburse:

1. the reasonable expenses necessarily incurred in transporting the Covered Person's body or ashes and/or personal effects back to a place nominated by the legal representative of the Covered Person's estate; and/or
2. the reasonable funeral, burial or cremation and associated expenses necessarily incurred; and/or
3. the reasonable expenses necessarily incurred for one (1) person nominated by the legal representative of the Covered Person's estate to travel to and/or accompany the Covered Person's body or ashes back to a place nominated by the legal representative of the Covered Person's estate.

We will reimburse up to the amount shown in the Placing Schedule against Section 6, Funeral Expenses.

### **Loss of Frequent Flyer Points**

If the Insured or the Covered Person uses frequent flyer or similar reward points to partly or fully purchase any Travel or Accommodation Expenses to be used for or during a Journey, and the Travel or Accommodation Expenses are subsequently cancelled or curtailed as a result of a valid claim under Section 6, Loss of Deposits or Cancellation & Curtailment Expenses, and the loss of such points cannot be recovered from any other source within a reasonable timeframe and after reasonable recovery efforts have been made, We will reimburse the Insured or the Covered Person the retail price for the non-refundable unused portion of their forfeited prepaid Travel or Accommodation Expenses at the time it was issued to the maximum amount shown in the Placing Schedule against Section 6, Loss of Frequent Flyer Points.

### **Lounge Access**

If a Covered Person has arrived at an airport to continue their Journey and their next immediate flight is delayed for a minimum of ninety (90) minutes from its expected departure time, We will reimburse the reasonable and necessarily incurred cost of entry to a paid lounge airside of the airport they are departing from.

We will reimburse up to the amount shown in the Placing Schedule against Section 6, Lounge Access subject to a maximum amount per family provided that:

1. the Covered Person is not travelling in a class that automatically provides for airline lounge access;
2. check in formalities have been completed; and
3. no advice has been received from the airline prior to arrival at the airport that the flight was to be delayed.

If there is no lounge access available, coverage is extended to out of pocket expense such as phone charges, food and the like however the benefit payable shall be reduced by any amount of compensation the Insured or the Covered Person receives from the air carrier or any other source.

### **Overbooked Flight**

If the Covered Person cannot board a confirmed scheduled flight due to overbooking and no alternative reasonably equivalent transport is made available within six (6) hours of the scheduled departure time, We will reimburse the reasonable Travel or Accommodation Expenses necessarily incurred as a result of the delay up to the amount (per event) shown in the Placing Schedule against Section 6, Overbooked Flight.

The benefit payable shall be reduced by any amount of compensation the Insured or the Covered Person receives from the air carrier or any other source.

We will not be liable for any expenses already incurred and paid elsewhere under this Section 6 and/or Section 12, Missed Transport Connection for the same event.

### **Pet Boarding Expenses**

If the Covered Person's original planned Journey conclusion is unexpectedly extended by more than twenty-four (24) hours as a result of a valid claim under Section 6, Loss of Deposits or Cancellation & Curtailment Expenses, We will reimburse the reasonable additional pet boarding expenses necessarily incurred as a result

of their delayed return up to the amount shown in the Placing Schedule against Section 6, Pet Boarding Expenses.

### **Pre-journey Theft of Passport**

If a Covered Person's passport or visa is stolen within seven (7) days before the planned departure date of a Journey, We will reimburse:

1. the cost of the replacement and/or interim passport and/or visa to commence or continue the planned Journey; and
2. any other reasonable additional Travel or Accommodation Expenses necessarily incurred,

up to the amount as shown in the Placing Schedule against Section 6, Pre-journey Theft of Passport, provided that the Covered Person:

- a) reports the passport or visa as stolen to the police or other appropriate authority as soon as reasonably practicable after the Covered Person becomes aware that the passport or visa has been stolen, and
- b) takes all reasonable steps to obtain a replacement passport or visa as soon as reasonably practicable after they become aware that the passport or visa has been stolen.

No cover is provided for the Insured or Covered Person for any additional Travel or Accommodation Expenses if the Covered Person's passport or visa has expired or does not have the minimum required validity to meet the visa and immigration requirements of the countries the Covered Person is visiting or transiting.

### **Conditions Applicable to Section 6**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. The Insured and/or the Covered Person must make reasonable efforts to seek recovery of any additional or forfeited Travel or Accommodation Expenses from the relevant provider within a reasonable timeframe.
2. Where making alternative arrangements following the necessary alteration, cancellation or curtailment of the Covered Person's Journey, the Insured and/or the Covered Person must make reasonable efforts to ensure that the alternative arrangements are consistent with the original actual or planned Travel or Accommodation Expenses.
3. Where the Insured and/or the Covered Person has received or has been offered a replacement credit note or voucher in lieu of a monetary refund of any Travel or Accommodation Expenses, whether partially or in full, the amount offered or received shall be considered as a recovery unless it is not practicable for the Insured or the Covered Person to utilise the replacement credit note or voucher.
4. Where cover for lost, forfeited or additional Travel or Accommodation Expenses is payable under another section or benefit of this Policy, only the highest amount shall be payable.

### **Exclusions Applicable to Section 6**

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. incurred where a Journey is planned and/or undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) by the Covered Person for the sole purpose of seeking medical treatment, but only with respect to any expenses directly related to the medical treatment being sought.
2. incurred directly or indirectly in relation to a terminal condition of the Covered Person which was diagnosed by a Doctor prior to a Journey being booked;
3. arising directly or indirectly out of:
  - a) the cancellation or curtailment of Travel or Accommodation Expenses due to strikes or other industrial action, riot, hijacking, civil commotion, flood, adverse weather conditions or natural disasters if there

had been a published warning that such events were likely to occur prior to the Covered Person booking their Journey; or

- b) the Covered Person's passport(s) or visa(s) expiring or not having the minimum required validity to meet the visa and immigration requirements of any country included in the Covered Person's proposed Journey; or
- c) carrier, provider or supplier caused delays or cancellations where the expenses are recoverable from the carrier, provider or supplier unless the Insured or Covered Person have been unable to obtain a recovery within a reasonable timeframe after reasonable recovery efforts have been made; or
- d) any business or financial or contractual obligations of the Insured, the Covered Person or any other person; or
- e) any change of plans which are not as a result of an unforeseen circumstance outside the control of the Insured or Covered Person; or
- f) any change of plans which are as a result of or a disinclination on the part of the Covered Person or of any other person to undertake the Journey; or
- g) 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
- h) the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal.

## SECTION 7 – BAGGAGE, BUSINESS PROPERTY, ELECTRONIC EQUIPMENT, MONEY & TRAVEL DOCUMENTS

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person sustains physical Loss, theft or damage to:

1. Baggage and Business Property;
2. Electronic Equipment;
3. Money (including the unauthorised use of Lost or stolen credit and debit cards); and/or
4. Travel Documents,

We will reimburse up to the corresponding amounts shown in the Placing Schedule against Section 7, Baggage, Business Property, Electronic Equipment, Money & Travel Documents and subject the applicable Excess.

### Basis of Settlement

1. In respect of Baggage, Business Property (other than plans, business papers, specifications, manuscripts and stationery) or Electronic Equipment, We will, in consultation with the Insured and/or the Covered Person either:
  - a) replace the article with the nearest equivalent new article; or
  - b) repair the article to a condition substantially the same as it was immediately before the Loss, theft or damage; or
  - c) make payment of the cost of such replacement or repair of the article in cash.
2. In respect of plans, business papers, specifications, manuscripts and stationery, We will pay the cost of reinstating, replacing, reproducing or restoring same, including information contained therein or thereon but excluding the value to the Insured or the Covered Person of the said information; or, if such is not required, the replacement cost of materials as blank stationery at the time and the place of the loss, theft or damage.

### Definitions Applicable to Section 7

**Baggage** means personal property belonging to the Covered Person or for which a Covered Person is legally responsible, which is taken on the Journey or acquired during the Journey. Baggage does not include Business Property, Electronic Equipment, Money, Travel Documents or household furniture or effects unless acquired during the Journey.

**Business Property** means business or office equipment belonging to the Insured or a Covered Person or for which a Covered Person is legally responsible, which is taken on the Journey or acquired during the Journey. Business Property includes plans, business papers, specifications, manuscripts, stationery and any other goods not mentioned which are intended for use in connection with any trade, business or occupation. Business Property does not include Baggage, Electronic Equipment, Money, Travel Documents, promotional material or samples of any description.

**Electronic Equipment** means devices which operate using many small electrical parts such as, but not limited to microchips, transistors or circuits, belonging to the Insured or a Covered Person or for which a Covered Person is legally responsible, which is taken on the Journey or acquired during the Journey. Electronic Equipment does not include Baggage, Business Property, Money or Travel Documents.

**Loss** means items which are unrecoverable due to circumstances outside the control of the Insured or Covered Person. The word Lost shall be construed accordingly.

**Money** means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, credit or debit cards (including electronically stored cards), petrol and other coupons in the possession or control of the Covered Person. Money does not include Baggage, Business Property, Electronic Equipment or Travel Documents.

**Travel Documents** means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the Covered Person. Travel Documents does not include Baggage, Business Property, Electronic Equipment or Money.

### **Additional Cover Applicable to Section 7**

The following additional covers will automatically apply if an amount for that additional cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover while on a Journey during the Period of Insurance, We will pay up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

#### **Data Connection**

If the Covered Person suffers Loss, theft, damage to their mobile phone, We will reimburse the reasonable expenses necessarily incurred to replace any network plan, software & applications installation and connection or settings configuration up to the amount shown in the Placing Schedule against Section 7, Data Connection.

#### **Data Recovery**

If the Covered Person suffers Accidental damage to their laptop or computer hard drive or any external drive, including but not limited to flash drive, external hard drive, SD card, or similar, We will reimburse the reasonable expenses necessarily incurred for the services of an information technology professional to recover data on the damaged drive.

We will reimburse up to the amount shown in the Placing Schedule against Section 7, Data Recovery, provided that:

1. the data recovery services are not performed by a person who is a Close Relative of the Covered Person; or;
2. an Employee of the Insured; or
3. persons permanently living with the Covered Person.

#### **Deprivation of Baggage**

If the Covered Person's Baggage is delayed, misdirected, Lost or temporarily mislaid by any transport carrier for more than six (6) consecutive hours, We will reimburse the reasonable expenses necessarily incurred in purchasing essential replacement clothing and/or personal items (net of any recoveries received from any transport carrier).

We will reimburse up to the amount shown in the Placing Schedule against Section 7, Deprivation of Baggage provided that:

1. claims are substantiated by written confirmation from the responsible transport carrier; and
2. receipts are provided for the essential replacement items purchased.

Note:

1. this benefit does not apply on the leg of the Journey that returns the Covered Person Home; and
2. the cost of the essential items purchased will be offset against any subsequent claim where a total or partial loss of Baggage is made for the same items.

#### **Extended Period of Cover**

In respect of:

1. coins or bank notes, postal and money orders, travellers' cheques, letters of credit held for the purpose of a Journey, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the Journey, whichever is the latter and shall continue for seventy-two (72) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.
2. Business Property and/or Electronic Equipment (used as business equipment) held for the purpose of a Journey, cover shall commence at the time of collection from the Covered Person's place of work or seventy-two (72) hours prior to commencement of the Journey, whichever is the latter and shall continue for seventy-two (72) hours after termination of the Journey or until it is returned to the Covered Person's place of work, whichever occurs first.

### Home Burglary Excess

If the Covered Person's Home is burgled, We will reimburse the excess amount the Covered Person is liable to pay under their home contents insurance policy up to the amount shown in the Placing Schedule against Section 7, Home Burglary Excess.

### Keys and Locks

If the Covered Person loses any identification documents and the keys to their Home and/or motor vehicles at the same time, We will reimburse the reasonable costs necessarily incurred for the replacement of keys and locks to their Home and/or motor vehicles up to the amount shown in the Placing Schedule against Section 7, Keys and Locks.

### Repatriation of Belongings

If the Covered Person is separated from their belongings after suffering a Bodily Injury or Sickness for which they are hospitalised or evacuated/repatriated, We will reimburse the reasonable expenses necessarily incurred in returning the Covered Person's Baggage, Business Property, Electronic Equipment, Money and/or Travel Documents to them, or to their Home or usual place of work up to the amount shown in the Placing Schedule against Section 7, Repatriation of Belongings.

## Conditions Applicable to Section 7

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. The Covered Person must take all reasonable precautions for the safety and supervision of their Baggage, Business Property, Electronic Equipment, Money and Travel Documents.
2. The Covered Person must report any Loss, theft, damage or deprivation of Baggage, Business Property, Electronic Equipment, Money or Travel Documents to an appropriate authority such as the local police or the transport carrier as soon as possible and where practicable, obtain a written report from that authority which is to be provided at the time of making any claim.
3. The Covered Person must report any Loss or theft of credit or debit cards (including electronically stored cards), travellers' and other cheques or Travel Documents to the issuing authorities to effect appropriate cancellation measures as soon as possible and where practicable obtain a written confirmation from the issuing authority which is to be provided at the time of making any claim.
4. In respect of coins and bank notes, the Covered Person must substantiate their Loss or theft and provide withdrawal confirmation of the coins and bank notes Lost or stolen.
5. The Insured and/or the Covered Person must make reasonable efforts to seek physical and/or financial recovery of any loss, theft, damage or deprivation under this Section 7, Baggage, Business Property, Electronic Equipment, Money & Travel Documents from the relevant authorities or providers within a reasonable timeframe.
6. If We pay under this Section in respect of any article of property, other than where We repair the article of property, We will be entitled to take and keep possession of that article of property and to deal with it in a manner which is reasonable in the circumstances.

## Exclusions Applicable to Section 7

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

1. In respect of Baggage, Business Property, Electronic Equipment, Money or Travel Documents, We shall not be liable for any Loss, theft, damage or expenses:
  - a) due to confiscation by customs or any other lawful authority where the Insured's and/or Covered Person's use and/or possession of such item(s) is unlawful;
  - b) due to any ongoing contractual arrangements linked to a mobile phone or tablet device, other than as provided under Additional Cover - Data Connection;
  - c) recoverable from any other source (with the exception of other insurance);

- d) shipped under any freight agreement or sent by postal or courier services (with the exception of the Repatriation of Belongings benefit under this Section);
  - e) to vehicles or their accessories (other than as provided under Additional Cover - Keys and Locks and Section 10, Rental & Personal Vehicle Excess);
  - f) to sporting equipment or bicycles while in use;
  - g) to any electronic data or software other than as provided under Additional Cover Under Section 7. Data Recovery;
  - h) in respect of any goods intended for trade or sale in excess of \$5,000 in total;
  - i) caused by:
    - i) activity of moths, insects, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
    - ii) mechanical or electrical failure;
    - iii) product defect, malfunction or failure;
    - iv) any process of cleaning, restoring, repairing or alteration;
    - v) scratching or breaking of fragile or brittle articles, if as a result of negligence of the Insured and/or the Covered Person;
  - j) where theft or attempted theft occurs while an article is left unattended, unless securely locked inside a building (e.g. hotel, apartment, etc.) or securely locked out of sight inside a motor vehicle (unless the Covered Person has no option other than to leave the article temporarily unattended due to an emergency medical, security or evacuation situation);
2. In respect of Electronic Equipment, Money and Travel Documents and jewellery while carried in or on a Conveyance, We shall not be liable for any Loss, theft, damage or expenses unless:
- a) it is accompanying the Covered Person as personal cabin baggage or in respect to jewellery it being worn by the Covered Person; or
  - b) the Conveyance operator has specifically instructed the Insured or Covered Person that such items 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 Electronic Equipment, Money and Travel Documents and/or jewellery must be reasonably and adequately packaged and protected from theft or damage.
3. In respect of Money, We shall not be liable for any Loss, theft, damage or expenses:
- a) arising out of devaluation of currency or shortages due to errors or failures to act during monetary transactions;
  - b) due to the loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey;
  - c) to cheques, postal and money orders, credit or debit cards, or coupons unless reported to the issuing authority as soon as reasonably practicable after the discovery of the loss or damage.

## SECTION 8 – RESUMPTION OF ASSIGNMENT OR ALTERNATIVE EMPLOYEE EXPENSES

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Insured necessarily incurs Transportation Expenses as the direct result of the Covered Person:

1. unexpectedly dying; or
2. suffering a Bodily Injury or Sickness which a Doctor certifies is likely to last for more than seven (7) days and will entirely prevent the Covered Person from carrying out the Insured's business assignment, commitments or objectives of that Journey; or
3. having a claim that We accept against this Policy for the Covered Person's necessary return to their Country of Residence under:
  - a) Section 4. Medical, Evacuation and Additional Expenses and/or
  - b) Section 6. Loss of Deposits / Cancellation and Curtailment Expenses;

We will reimburse the Insured up to the amount shown in the Placing Schedule against Section 8, Resumption of Assignment or Alternative Employee Expenses for the Transportation Expenses to either:

1. transport the Covered Person to resume and complete the assignment, commitments or objectives of their original business Journey; or
2. transport an alternative Employee to complete the assignment, commitments or objectives of the Covered Person's original business Journey.

Provided such transport commences within ninety (90) days of the event that triggered this claim. For the sake of clarity, this Section 8 does not cover the resumption of any Associated Leisure Travel or Non-Associated Leisure Travel of the Covered Person which may have been impacted.

### Definitions Applicable to Section 8

**Transportation Expenses** means additional and reasonable expenses necessarily incurred in transporting the Covered Person or an alternative Employee to continue the itinerary of the Covered Person's original assignment. Transportation Expenses include return air flights, and any essential accommodation, meals and transit/transfer expenses during both the outbound and inbound transportation phases and shall be limited to the same standard of fares, accommodation and transit/transfer expenses as the Covered Person's original Journey.

### Exclusions Applicable to Section 8

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any expenses:

1. incurred where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) by the Covered Person for the sole purpose of seeking medical treatment, but only with respect to any expenses directly related to the medical treatment attention sought; or
2. incurred directly or indirectly in relation to a Covered Person's terminal condition which was diagnosed by a Doctor prior to the Journey being booked; or
3. which the Policyholder or the Covered Person had paid or budgeted for before the commencement of a Journey; or
4. related to the resumption of any Associated Leisure Travel or Non-Associated Leisure Travel which may have been impacted.

## SECTION 9 – PERSONAL LIABILITY

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person becomes legally liable to pay damages in respect of:

1. Personal Injury; and/or
2. Property Damage,

as a result of an Occurrence arising out of, or in the course of the Covered Person's Journey, We will indemnify the Covered Person against such damages up to the amount shown in the Placing Schedule Against Section 9, Personal Liability.

In addition to the amount shown in the Placing Schedule against Section 9, Personal Liability, We will also pay:

1. all legal costs and expenses which are recoverable by a claimant from the Covered Person; and
2. With Our prior written consent (which will not be unreasonably withheld or delayed), all legal costs and expenses incurred by the Covered Person in the investigation or defence of any personal liability claim.

### Definitions Applicable to Section 9

**Personal Injury** means:

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

**Property Damage** means

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

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

### Additional Cover Applicable to Section 9

#### Court Attendance

If the Covered Person is required to attend court in connection with an event that has resulted in a valid claim under this Section, We will pay the Insured or the Covered Person up to the daily amount and up to the maximum number of consecutive days shown in the Placing Schedule against Section 9, Court Attendance for each day the Covered Person attends court.

## Conditions Applicable to Section 9

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. No admission, offer, promise, payment or indemnity shall be made, or legal costs and expenses incurred without Our written consent (which will not be unreasonably withheld or delayed).
2. Should indemnity be extended under Section 9, We shall be entitled to take over and conduct in the Covered Person's name the defence or settlement of any claim.
3. Should indemnity be extended under Section 9, We will handle any proceedings covered under this section in a reasonable manner, and in co-operation with both the Insured and the Covered Person who is the subject of the claim.
4. We may at any time pay to the Covered Person, in connection with any claim or series of claims arising from the one original cause, the amount shown in the Placing 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 shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
5. If Our prior written consent or approval is required for certain costs or expenses to be covered under this Section, and the Insured has not first made contact with Us and obtained our approval prior to incurring these costs or expenses (where reasonably practicable), We may be entitled to reduce Our liability under this Section to the extent that Our rights have been prejudiced, which could result in us declining to cover some or all of the expenses that have been incurred.

## Exclusions Applicable to Section 9

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any loss or damage or expenses in respect of:

1. Personal Injury to any person:
  - a) arising in the course of their employment, contract of service or apprenticeship, voluntary work, work experience or consultancy with the Insured; or
  - b) who is a Close Relative of the Covered Person;
2. Property Damage to property belonging to, held in trust by, or in the custody or control of the Insured, a Covered Person or any of the Insured's Employees; or
3. Personal Injury or Property Damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs or other devices to assist physically impaired persons), aircraft or watercraft (including remotely piloted craft (e.g. drones)), when a Covered Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the driver or pilot is an employee or agent of the Insured or a Covered Person; or
4. Personal Injury or Property Damage caused by or arising from:
  - a) the nature of products sold by the Insured or a Covered Person,
  - b) advice furnished by the Insured or by a Covered Person; or
  - c) the conduct of the Insured's business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract. Otherwise, We may reduce or refuse the claim to the extent We are prejudiced; or
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any wilful, malicious or unlawful act or failure to act. This exclusion 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 any such act; or
8. Personal Injury or Property Damage related to:
  - a) Coronavirus disease (COVID-19);
  - b) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-Cov-2);
  - c) any complications, mutant variation or related strain of SARS-Cov-2;
  - d) any fear or threat of a), b), or c) above.

## SECTION 10 – RENTAL & PERSONAL VEHICLE EXCESS

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey:

1. the Covered Person or the Insured hires a Rental Vehicle for use on a Journey; or
2. the Covered Person uses their personal motor vehicle on a Journey for business purposes;

and that vehicle is stolen, damaged or involved in a collision during that Journey while in the care of the Covered Person, provided it is a valid claim under the terms and conditions of the Rental Vehicle hiring agreement's comprehensive motor insurance policy or the Covered Person's personal motor vehicle insurance policy, We will reimburse:

1. in respect of the Rental Vehicle, the prescribed excess the Insured or Covered Person is liable to pay under the terms of the Rental Vehicle hiring agreement; or
2. in respect of the Covered Person's personal motor vehicle:
  - a) the prescribed excess the Covered Person is liable to pay under their personal motor vehicle insurance policy; or
  - b) if less than the prescribed excess, the reasonable and necessarily incurred costs of any repairs that cannot be recovered from any other source; and/or
  - c) any substantial cumulative loss of any no claim bonus which has occurred as a result of the theft or damage,

up to the amount shown in the Placing Schedule against Section 10, Rental & Personal Vehicle Excess.

### Definitions Applicable to Section 10

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

### Additional Cover Applicable to Section 10

The following additional covers will automatically apply if an amount for that additional cover is shown in the Placing Schedule. If the Insured or, where specified, the Covered Person, suffer or incur the relevant loss, liability or damage defined within the cover while on a Journey during the Period of Insurance, We will pay up to the applicable limit stated for that cover, subject to the terms, conditions, exclusions and aggregate limits of liability of the Policy.

#### Personal Vehicle - Hire

If the Covered Person uses their personal motor vehicle for business purposes on a Journey, and it is stolen, damaged or involved in a collision while in the care of the Covered Person, in the event that they have lost total use of the vehicle, We will reimburse the reasonable and necessarily incurred cost of hiring a similar motor vehicle up to the amount shown in the Placing Schedule against Section 10, Personal Vehicle – Hire.

#### Rental Vehicle - Administrative Expenses

If the Covered Person incurs administrative expenses applied by the Rental Vehicle company in relation to the Rental Vehicle excess liability, We will reimburse the reasonable and necessarily incurred administrative expenses up to the amount shown in the Placing Schedule against Section 10, Rental Vehicle Administrative Expenses.

#### Rental Vehicle - Collection and Return Extended Period of Cover

Rental Vehicle excess cover is extended for a period of up to twenty-four (24) hours prior to commencement of the Journey and up to twenty-four (24) hours after the conclusion of a Journey. Cover will commence once the Rental Vehicle is in the control of the Insured or the Covered Person and conclude when it is returned to the Rental Vehicle company.

#### Rental Vehicle - Return Costs

In the event that the Covered Person is unable to fulfil their contractual obligations under the Rental Vehicle hiring agreement in returning the Rental Vehicle due to any circumstances that give rise to a valid claim under

any other Section of this Policy, We will reimburse the reasonable costs necessarily incurred for the return of the Rental Vehicle up to the amount shown in the Placing Schedule against Section 10, Rental Vehicle - Return Costs.

### **Towing Expenses**

If the Covered Person's Rental Vehicle or personal motor vehicle (which is being used by the Covered Person for business purposes on a Journey) is involved in a collision or is damaged rendering it un-driveable, or the Covered Person is certified by a Doctor or Dentist as unfit to drive as a result of a Bodily Injury or Sickness suffered on a Journey, We will reimburse the reasonable and necessarily incurred towing fees not covered under the Rental Vehicle agreement, or the Covered Person's comprehensive motor vehicle insurance policy, or roadside assistance agreement up to the amount shown in the Placing Schedule against Section 10, Towing Expenses.

### **Conditions Applicable to Section 10**

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. As part of the arrangement for the rent or hire of the Rental Vehicle, the Covered Person must take all compulsory motor vehicle insurance provided by the Rental Vehicle company against loss or damage to the Rental Vehicle during the rental period. Provided that the compulsory insurance has been taken up there is no additional requirement under the Policy to purchase excess buy back.
2. The Covered Person must comply with all the requirements of the Rental Vehicle hiring agreement and the associated Rental Vehicle motor insurance policy.
3. The Insured and/or the Covered Person must make reasonable efforts to seek recovery from any third parties within a reasonable timeframe.
4. In the event of a claim regarding a Covered Person's personal motor vehicle, the Covered Person must supply Us with the following information, to the extent that the information is available to the Covered Person:
  - a) 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; and
  - b) 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.
5. In the event of a claim regarding a Rental Vehicle, the Covered Person must supply Us with a copy of the signed Rental Vehicle hiring agreement showing the Rental Vehicle excess and a copy of the Rental Vehicle motor insurance policy.

### **Exclusions Applicable to Section 10**

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any claims arising from:

1. any violation of the terms of the Rental Vehicle hiring agreement or applicable motor vehicle insurance policy; or
2. the Covered Person being in charge of a Rental Vehicle or their personal motor vehicle while under the influence of a drug, unless the drug was prescribed by a Doctor and taken in accordance with the Doctor's advice; or
3. the Covered Person being in charge of a Rental Vehicle or their personal motor vehicle with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident; or
4. the illegal or criminal use of a Rental Vehicle or the Covered Person's personal motor vehicle by the Insured or a Covered Person; or
5. the use of the Rental Vehicle or the Covered Person's personal motor vehicle by a Covered Person without holding a valid license for the country the motor vehicle is being operated in; or
6. the use of the Covered Person's personal motor vehicle when not comprehensively insured.

# SECTION 11 – EXTRA TERRITORIAL WORKERS’ COMPENSATION

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## Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death, Bodily Injury or Sickness, We will indemnify the Insured for:

1. compensation benefits consequently payable under any workers’ compensation legislation which provides benefits to injured workers or their dependents for Accidental Death, Bodily Injury or Sickness (including occupational disease) arising out of or in the course of their employment; or
2. damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the Limits of Liability set out below.

This Section applies only:

1. with respect to Covered Persons who are employed by the Insured or who are deemed by any applicable workers’ compensation legislation to be workers employed by the Insured and who are employed or engaged within Australia in a managerial, clerical, administrative, sales or technical capacity and whose employment or engagement is to be performed substantially within Australia;
2. if the Insured 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 by the Insured or the Insured is licensed under such laws as a self-insurer; and
3. while a Covered Person (as described in 1. above) is working on a temporary basis (but not exceeding in any event six (6) months) outside the state or territory in which the Covered Person’s usual place of employment or employment base is located.

## Limit of Liability Applicable to Section 11

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

1. In the case of a claim for compensation benefits, the difference between the benefits payable by the Insured and the amount which the Covered Person or their dependents are entitled to claim under any workers’ compensation insurance which the Insured was required to effect as described above but not to exceed the amounts shown in the Placing Schedule against Section 11, Extra Territorial Workers’ Compensation.
2. In the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Insured and the amount of indemnity to which the Insured would have been entitled under any workers compensation insurance which the Insured was required to effect as described above, but not to exceed the amounts shown in the Placing Schedule against Section 11, Extra Territorial Workers’ Compensation.
3. The limits of liability are amounts shown in the Placing Schedule against Section 11, Extra Territorial Workers’ Compensation and shall apply as follows:
  - A. Weekly Benefits limit is the limit of weekly compensation for each Covered Person;
  - B. Damages, Costs and Expenses limit is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more Covered Persons; and
  - C. Aggregate Limit of Liability (F) is the aggregate for all compensation (including weekly 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.
4. Any benefits otherwise payable under Section 1, Personal Accident & Sickness and Section 4, Medical, Evacuation and Additional Expenses of this Policy with respect to a Covered Person shall be reduced by the amount of any benefit payable under this Section with respect to that Covered Person.

## Conditions Applicable to Section 11

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. In the event of any occurrence giving rise to indemnity under this Section, We shall be entitled to exercise any right of recovery against any third party in the Insured's name and for Our own benefit and the Insured shall give Us all assistance as We may reasonably require and which is within the Insured's power to give.
2. If reasonably required by Us, the Insured shall make available to Us 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 Insured's possession; and authorise Us to have access to the files and information held by any workers' compensation insurer with whom the Insured has effected insurance, to the extent that the files and information is accessible by the Insured.

## Exclusions Applicable to Section 11

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

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

## SECTION 12 – MISSED TRANSPORT CONNECTION

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person misses a transport connection due to any unforeseen circumstances outside the control of the Insured or the Covered Person and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed because of their late arrival, We will reimburse the reasonable expenses necessarily incurred, net of any recoveries received from any carrier, to enable the Covered Person to use alternative scheduled public transport services and arrive at their destination on time. We will reimburse up to the amount shown in the Placing Schedule against Section 12, Missed Transport Connection.

### Conditions Applicable to Section 12

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. The Insured and/or the Covered Person must make reasonable efforts to seek recovery of any missed transportation expenses from the relevant carrier within a reasonable timeframe.
2. Only missed transportation that was booked prior to the commencement of the Journey is covered.
3. Only expenses incurred for alternative scheduled public transport services is covered. Cover is not provided for private, charter or non-scheduled means of transportation.

### Exclusions Applicable to Section 12

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We will not be liable for:

1. any missed transport connection arising from a business commitment, change in plans or a financial or contractual obligation of the Covered Person or of any travelling companion, Close Colleague or Close Relative; or
2. claims arising from the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the number of people required to commence any tour or journey; or
3. the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior to the Covered Person booking their Journey; or
4. expenses which are recoverable by the Insured and/or a Covered Person from any other source, unless the Insured or the Covered Person have been unable to obtain a recovery within a reasonable timeframe and after reasonable recovery efforts have been made; or
5. incurred where any loss or event is specifically covered, to any degree, or excluded elsewhere in the Policy, such as under Section 13 – Political and Natural Disaster Evacuation.

## SECTION 13 – POLITICAL & NATURAL DISASTER EVACUATION

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey outside their Country of Residence, it is necessary for a Covered Person to leave their current location due to:

1. a government of the country the Covered Person is in, issue a travel warning recommending the Covered Person should leave that country because of an immediate security threat; or
2. the government of the Covered Person's Country of Residence issue a travel warning recommending the Covered Person should leave the country they are in; or
3. a Covered Person is expelled or declared persona non grata from the country they are in; or
4. there is wholesale seizure, confiscation or expropriation of the Insured's or Covered Person's property, plant or equipment in that country; or
5. a natural disaster or environmental emergency situation has occurred, necessitating the Covered Person's immediate evacuation from the impacted area in order for them to avoid the risk of Bodily Injury or Sickness;

We will pay or reimburse the reasonable and necessary costs to evacuate the Covered person to their Country of Residence or to the nearest place of safety as follows:

1. **Evacuation to Country of Residence:**

We will pay or reimburse the reasonable and necessary evacuation costs to return the Covered Person to their Country of Residence via commercial transport (net of any recoveries which the Insured or the Covered Person has received from any carrier); or

2. **Evacuation to the nearest place of safety:**

If we evacuate the Covered Person to a place of safety other than their Country of Residence, We will pay or reimburse:

- a) the reasonable and necessary costs of evacuating the Covered Person to the nearest place of safety via commercial transport; and
- b) the reasonable costs necessarily incurred over and above any pre-budgeted expenses for accommodation (up to a maximum of five hundred dollars (\$500) per day) and incidental expenses (up to a maximum of two hundred and fifty dollars (\$250) per day) for a maximum of thirty (30) days for any one Covered Person; and
- c) if the adverse conditions which resulted in the Covered Person's initial evacuation:
  - i. cease before thirty (30) days, we will arrange via scheduled commercial transport to return the Covered Person to the location from which they were evacuated, but only if Our nominated emergency assistance providers declare it is safe to do so; or
  - ii. continue (or are forecast to continue) for more than thirty (30) days, we will arrange for the Covered Person's return to their Country of Residence. The return costs will be limited to the class of ticket originally purchased by the Covered Person (net of any recoveries received from any carrier).

We will pay or reimburse up to the amount shown in the Placing Schedule against Section 13, Political and Natural Disaster Evacuation.

The maximum amount We will pay or reimburse for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance (inclusive of both evacuation expenses and specialist security personnel expenses incurred) shall not exceed the amount shown on the Placing Schedule against Section 13, Political and Natural Disaster Evacuation - Aggregate Limit of Liability (G).

## Additional Cover Applicable to Section 13

### Specialist Security Personnel

If during the Period of Insurance and while the person is a Covered Person and on a Journey, it is deemed necessary by Our nominated emergency assistance provider to appoint specialist security personnel to provide assistance for and, if required be deployed to the Covered Person due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the Covered Person and Insured, then We will pay for the reasonable and necessary costs and expenses incurred by Our nominated emergency assistance provider on the Insured's behalf up to the amount shown in the Placing Schedule against Section 13, Specialist Security Personnel.

We retain the right to decline to provide specialist security personnel if Our nominated emergency assistance provider reasonably determines that performing such services would subject the appointed security personnel to undue risk of physical harm or will subject Our nominated emergency assistance provider to undue risk.

### Conditions Applicable to Section 13

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. If the Covered Person is required to leave their current location, where practicable, We or Our nominated emergency assistance provider must be contacted beforehand to confirm cover. Where possible, We and/or Our nominated emergency assistance provider will make the travel arrangements and in all cases, We will decide where to evacuate the Covered Person.
2. The Insured and/or the Covered Person must make reasonable efforts to seek recovery of any forfeited travel or accommodation expenses from the relevant provider within a reasonable timeframe.

### Exclusions Applicable to Section 13

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

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

1. the Covered Person knowingly violating the laws or regulations of the country they are in; or
2. any debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause; or
3. the Covered Person's failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation; or
4. the Insured or Covered Person's failure to honour any contractual obligation or bond or to obey any conditions in a license; or
5. an event, insurrection, War, Civil War, civil unrest, political instability or natural disaster that resulted in the Covered Person's evacuation being in existence or its occurrence being foreseeable to a reasonable person before the Covered Person first entered or travelled within the country; or
6. a Covered Person being evacuated from their Country of Residence; or
7. a Covered Person being a national of the country from which they are to be evacuated.

## SECTION 14 – IDENTITY THEFT

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person's Identity Documents are physically stolen, and as a result the Covered Person becomes the victim of Identity Theft, in order to rectify any loss or damage, We will indemnify the Insured or the Covered Person up to the maximum amount shown in the Placing Schedule against Section 14, Identity Theft for:

1. Reasonable Legal Expenses; and/or
2. Lost Salary; and/or
3. Obligation to Pay; and/or
4. Miscellaneous Expenses.

### Definitions Applicable to Section 14

**Credit Account** means any credit arrangements from a financial institution for personal use, such as a credit card account, car loan, home loan, personal loan or a bank account with an overdraft facility.

**Identity Documents** means any papers or other items containing references to the Covered Person's identity including, but not limited to passport, drivers' licence, credit or debit cards, visas or travel tickets.

**Identity Theft** means the physical theft of the Covered Person's Identity Documents which results in the use of the Covered Person's name and personal information without their permission, in order to fraudulently create and open a Credit Account for a third party's financial gain.

**Lost Salary** means the Covered Person's lost or forfeited Salary as a result of unpaid time off work to correct their financial records that have been altered due to the Identity Theft, including but not limited to completing fraud affidavits, meeting with law enforcement agencies, credit agencies, merchants, or legal counsel.

**Miscellaneous Expenses** means the following:

1. the cost of re-filing applications for Credit Accounts or banking accounts that are rejected solely because the lender received incorrect information as a result of the Identity Theft; and/or
2. the cost of obtaining legal copies of documents related to the Covered Person's Identity Theft, long distance telephone calls and certified mail reasonably incurred as a result of the Covered Person's efforts to report the Identity Theft or to correct their financial and credit records that have been altered as a result of the Identity Theft; and/or
3. the cost of contesting the accuracy or completeness of any information contained in the Covered Person's credit history or credit reports as a result of the Identity Theft; and/or
4. the cost of a maximum of four (4) credit reports from an entity authorised by the Australian Securities and Investments Commission (ASIC) or similar relevant entity if conducted outside Australia. The credit reports shall be requested when a claim is made.

**Obligation to Pay** means the Covered Person's legal obligation to pay a creditor for a charge for goods or services or withdrawal of money from a Credit Account fraudulently opened in the Covered Person's name as a result of the Identity Theft.

**Reasonable Legal Expenses** means expenses incurred for legal services:

1. to pursue closure of any disputed arrears, bank accounts or Credit Accounts; and/or
2. to resolve any dispute arising as a result of Identity Theft; and/or
3. for re-submitting applications for Credit Accounts, bank accounts, grants or other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft; and/or
4. for notarising affidavits or other similar documents, amending or rectifying records in regard to the Covered Person's true name or identity as the result of Identity Theft; and/or

5. to defend any suit 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/or
6. to remove any civil or criminal judgment wrongfully entered against the Covered Person as a result of Identity Theft.

### Conditions Applicable to Section 14

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. The Covered Person must take all reasonable precautions for the safety and supervision of their Identity Documents.
2. The Insured or Covered Person must report any theft of their Identity Documents to the local police as soon as possible and where practicable obtain a written report which is to be provided at the time of making any claim.
3. The Covered Person must report any Loss or theft of their Identity Documents to the issuing authorities to effect appropriate cancellation measures as soon as possible and where practicable obtain a written confirmation from the issuing authority which is to be provided at the time of making any claim.
4. After discovering the Identity Theft, the Covered Person must file a police report as soon as possible.
5. In connection with Reasonable Legal Expenses, the Insured or Covered Person must first obtain Our consent to incur expenses with such consent not to be unreasonably withheld or delayed.
6. In connection with Obligation to Pay, the Covered Person must provide if reasonably practicable; verification from the relevant financial institution in relation to any charge or withdrawal not authorised by the Covered Person.
7. In connection with Lost Salary, the Covered Person must:
  - a) submit proof that they took unpaid leave; and
  - b) take the unpaid time off work within 12 months of making an Identity Theft claim.

### Exclusions Applicable to Section 14

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

We shall not be liable for any Loss, theft, damage or expenses in respect to Identity Theft for:

1. any expenses submitted more than 12 months from the time the Identity Theft was reported to Us;
2. any loss arising from any business pursuits or the theft of a commercial identity;
3. theft of the Covered Person's identity by a family member who lives with the Covered Person at the Covered Person's Home address;
4. an incident of Identity Theft which was not the result of the physical theft of a Covered Person's Identity Documents.

## SECTION 15 – SEARCH & RESCUE EXPENSES

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### Extent of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey outside their Country of Residence, the Covered Person is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the Covered Person may have sustained a Bodily Injury or suffered a Sickness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Covered Person from sustaining a Bodily Injury or suffering a Sickness,

We will reimburse the reasonable expenses necessarily incurred by a recognised rescue provider or police authorities to search for the Covered Person and to bring them to a place of safety.

We will reimburse up to the amount shown in the Placing Schedule against Section 15, Search and Rescue Expenses. Our total liability for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the amount shown in the Placing Schedule against Section 15, Search and Rescue Expenses – Aggregate Limit of Liability (H).

### Conditions Applicable to Section 15

The cover provided under this Section is subject to the conditions below, as well as the conditions and provisions which appear under the Section titled General Provisions and Conditions Applicable to the Policy, unless explicitly stated otherwise.

1. Where it is reasonably practicable, the Covered Person should comply with local safety advice and adhere to recommendations prevalent at the time.
2. The Covered Person must not knowingly endanger either their own life or the life of any other Covered Person or knowingly engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We or Our nominated emergency assistance provider must be informed as soon as is reasonably practicable of any emergency that may potentially give rise to a claim.
4. Expenses are only payable for the Covered Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Covered Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities outlining the circumstances and nature of the search and/or rescue must be provided to Us within a reasonable timeframe of the event of a claim.

### Exclusions Applicable to Section 15

The cover provided under this Section is subject to the exclusions below, as well as the exclusions which appear under the Section titled General Exclusions Applicable to the Policy, unless explicitly stated otherwise.

1. There is no cover under this Section if the Insured or any Covered Person decide to continue the search and rescue operation after the recognised rescue or police authorities have decided to cease the search.

## GENERAL EXCLUSIONS APPLICABLE TO THE POLICY

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These general exclusions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy. We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness if the claim arises directly or indirectly out of or in relation to any of the following:

1. Flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers.
2. Training or participating in Professional Sport.
3. Intentional self-injury, suicide or any attempt at suicide.
4. Committing an illegal or criminal act. This exclusion does not apply to the Insured or any Covered Person who is not the perpetrator of such act or who did not know or condone any such act, however, in all cases, an Insured cannot benefit under this Policy from such act of a Covered Person.
5. An event, Bodily Injury or Sickness covered by:
  - a) Medicare; or
  - b) any workers compensation legislation; or
  - c) any transport accident legislation; or
  - d) any government sponsored fund, plan or medical benefit scheme; or
  - e) any other insurance policy required to be effected by or under law;but only to the extent to which the loss, damage, liability, Event, Bodily Injury or Sickness is in fact covered by one or more of these schemes. We will cover loss, damage or expense in excess of such other scheme or policy providing that the Covered Person or Insured has pursued a claim against that scheme or policy to final resolution, subject to the terms, conditions, exclusions and limits of this Policy.
6. Where providing cover would constitute the carrying out of a "health insurance business" as defined under the *Private Health Insurance Act 2007 (Cth)* and its regulations, the *Health Insurance Act 1973 (Cth)*, or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts or those Rules.
7. Expenses or costs which we are prohibited by law from paying within Australia or the country in which a claim occurs.
8. Where the Covered Person or their representatives or the Insured refused to follow or ignored the reasonable instructions and directions of Us or Our nominated emergency assistance provider where it was reasonably practicable in the circumstances.
9. The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
10. The refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel, vehicle rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or collapse or the financial default or collapse of any person, company or organisation with whom or with which they deal.
11. Engaging in or taking part in naval, military or air force service or operations.
12. War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurpation of government or military power in, Australia, a Covered Person's Country of Residence or any of the following countries: Afghanistan, Belarus, Chechnya, Iraq, North Korea, Russia, Somalia or Ukraine.
13. Involvement or participation by a Covered Person in any riot or civil commotion, or War, Civil War or rebellion or revolution in any country.
14. The policy will not respond to any exclusions placed by the Insured, UTS under their internal governing Travel directive including but not limited to
  - a) Accompanying family not covered unless supported by business case and approved by Dean/Director.
  - b) Claims arising from participation in High-Risk leisure activities not covered
  - c) Associated leisure travel falling **outside** the approved period by UTS not covered
  - d) Management of Pre-existing medical condition is not covered.

## Sanctions limitation and exclusion clause

This Policy may not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the Policy remain unchanged. Please refer to our PDS or endorsements attached to this Policy for Our full sanctions limitation and exclusion clause.

# GENERAL PROVISIONS AND CONDITIONS APPLICABLE TO THE POLICY

There are provisions and conditions set out in this general provisions and conditions section and under each particular cover and section. When making a claim, the Insured must have met and then continue to comply with the conditions of your Policy. Any person covered by this Policy, or claiming under it, must also comply with these provisions and conditions. If the Insured, or someone covered under this Policy, don't meet these provisions or conditions or make a fraudulent claim We may:

1. Refuse to pay your claim or reduce what we pay for your claim; and/or
2. Cancel the Policy.

These general provisions and conditions apply to all covers and the Policy unless they are expressly stated not to apply in relation to the cover or the Policy.

## Age Limitations

The following table outlines the maximum cover for each Covered Person under each age band in Section 1, Personal Accident and Sickness. If the amount shown in the Placing Schedule is less than the amount in this table, the lesser Placing Schedule amount will apply. The maximum cover applicable under this Age Limitations provision/condition shall be multiplied by the percentage displayed against each Event in the Section 1, Table of Events 1 – 19.

Age Band Limitations	Age at the time of loss		
	Over 75 years to 80 years	Over 80 years to 90 years	Over 90 years
Section 1, Personal Accident and Sickness			
Part A, Event 1 - Accidental Death	\$500,000	\$250,000	\$25,000
Part A, Event 2 - Permanent Total Disablement	\$500,000	\$250,000	Nil
Part A, Events 3 -19	\$500,000	\$250,000	\$25,000
Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits – Bodily Injury and Weekly Benefits - Sickness)	Nil	Nil	Nil
			Any loss under any Section of the Policy as a direct or indirect result of a Pre-Existing Condition, is excluded.

## Aggregate Limit of Liability

1. **Aggregate Limit of Liability Applicable to Section 1, Personal Accident and Sickness only:**
  - a) **Aggregate Limit of Liability (A) - any one (1) occurrence**  
 Except as stated below, Our total liability for all claims arising under Section 1, Personal Accident & Sickness in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (A).
  - b) **Aggregate Limit of Liability (B) - Non-Scheduled Flight(s) any one (1) occurrence**  
 Our total liability for all claims arising under Section 1, Personal Accident & Sickness in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance relating directly to a Non-Scheduled Flight(s) shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (B).
  - c) **Aggregate Limit of Liability (C) – War / Civil War any one (1) event**  
 Our total liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (C).
  - d) **Aggregate Limit of Liability (D) - War / Civil War any one (1) Period of Insurance**  
 Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/ or Civil War shall not exceed the amount shown in the Placing Schedule

against Aggregate Limit of Liability (D), with Our liability to cease altogether at the end of the Period of Insurance, irrespective of whether a Journey has been completed.

2. **Section 2, Kidnap and Extortion - Aggregate Limit of Liability (E)**  
Our total liability for all claims arising under Section 2, Kidnap and Extortion in respect of any one (1) insurable event or series of events arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (E).
3. **Section 11, Extra Territorial Workers' Compensation - Aggregate Limit of Liability (F)**  
Our total liability for all claims arising under Section 11, Extra Territorial Workers' Compensation for all compensation (including weekly 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 shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (F).
4. **Section 13, Political and Natural Disaster Evacuation - Aggregate Limit of Liability (G)**  
Our total liability for all claims arising under Section 13, Political and Natural Disaster Evacuation out of any one (1) event or series of related events during any one (1) Period of Insurance (inclusive of both evacuation and specialist security personnel expenses incurred) shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (G).
5. **Section 15, Search and Rescue Expenses - Aggregate Limit of Liability (H)**  
Our total liability for all claims arising under Section 15, Search and Rescue Expenses out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the amount shown in the Placing Schedule against Aggregate Limit of Liability (H).
6. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce each Covered Person's benefit proportionately and in a manner that is reasonable in the circumstances.

## Assistance and Co-operation

The Insured and Covered Persons shall co-operate with Us and upon Our request, where possible, assist in making settlements, in the conduct of proceedings and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining witnesses to the extent that it is within the Insured's power to do so. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

## Automatic Extension of Cover

If during the Period of Insurance and while the person is a Covered Person and on a Journey, the Covered Person's original expected return to Home is postponed due to delay of transport which is outside the control of the Covered Person, or due to the Covered Person's inability to travel as a result of a Bodily Injury or Sickness for which a claim is payable under this Policy, We will automatically extend the Covered Person's cover for that Journey under this Policy for up to three (3) calendar months from the date of the Covered Person's original expected return Home, including any such time that falls outside the Period of Insurance.

## Breach of Conditions

If the Insured or a Covered Person is in breach of any of the conditions of the Policy (including a claims condition), We may decline to pay a claim to the Insured or Covered Person in breach if the claim is substantially affected by the breach, to the extent permitted by law.

## Cancellation

The Insured may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive the Insured's written notice of cancellation or such time as otherwise agreed.

We may cancel the Policy or any Section of the Policy, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth) by issuing a notice sixty (60) days in advance in writing in accordance with Section 59 of the Insurance Contracts Act 1984 (Cth).

If the Policy is cancelled by Us or the Insured, and providing that no claim has been paid, We Will refund the Premium paid on a pro-rata basis taking into account the period of time in which the Policy has been in place, less any charges or taxes which We are unable to recover.

If the Policy is cancelled by Us or the Insured, and a claim has been paid, We may refund a portion of the Premium paid. In determining whether We refund any part of the Premium, We will take into account various factors including but not limited to, the value of the Premium, the period of time in which the Policy has been in place, the value of the claims that have been paid under the Policy, and any charges or taxes which We are unable to recover.

## Change Of Business Activities

The Insured must inform Us as soon as is reasonably practicable of any alteration in the Insured's business activities which, to the knowledge of the Insured or of a reasonable person in the position of the Insured, would increase the risk of a claim being made under this Policy. Examples of such changes include, but are not limited to, an increase in the number of trips, a change from office based risk to field based risk or commencing the use of Non-Scheduled Flight(s). Otherwise, We may reduce or refuse the Insured's or the Covered Person's claim to the extent We are prejudiced.

## Claims

The Insured or Covered Person or any other person entitled to claim under this Policy (Claimant) must give Us written notice of any occurrence which is likely to give rise to a claim as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require and which are within the Claimant's power to provide. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time (so long as the frequency is not unreasonable in the circumstances).

## Currency

All amounts shown on the Policy are in the currency stated in the Placing Schedule. If expenses are incurred in a currency different to the currency shown in the Placing Schedule, then the rate of currency exchange used to calculate the amount payable will be the rate at the time of incurring the expense or suffering a loss.

## Due Diligence

The Insured and all Covered Person(s) will exercise due diligence in undertaking all reasonable steps to avoid or reduce any loss under the Policy.

## Headings

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

## Other Insurance

In the event of a claim, the Insured or a Covered Person must advise Us of any other insurance they are entitled to claim under or have access to that covers the same risk.

## Proper Law

Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia in which the Policy was issued. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to

comply with all requirements necessary to give such court jurisdiction. All matters arising under this Policy shall be determined in accordance with the law and the practice of such court.

### **Severability**

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

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

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

### **Singular/Plural**

If it is consistent with the context of any clause in this Policy, the singular includes the plural and vice versa.

### **Subrogation**

In the event of any payment under the Policy, We shall be subrogated to the Claimant's rights to recover an equivalent sum to what We have paid against any person or entity other than the Insured, a Covered Person or other persons covered by this Policy. A Claimant must execute and deliver any instruments and papers and do whatever else is reasonably necessary and within their power to enable Us to secure such rights. A Claimant must not take action after any loss which will prejudice Our rights to subrogation.

We will not be liable for a loss where the Claimant is a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss if that agreement was made after the loss occurred.

### **Waiver of Subrogation**

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