Business Travel Insurance

Product Disclosure Statement & Policy Wording

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

Empower Results®

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Product Disclosure Statement

Important Information

About this Business Travel Insurance Product Disclosure Statement (PDS)

This PDS contains important information about this insurance to assist the Policyholder to make a decision in relation to it.

General Advice

Any general advice contained within this PDS or accompanying material does not take into account the Policyholder's individual objectives, financial situation or needs nor those for whom the Policyholder is effecting the Policy. Such matters should be considered in determining the appropriateness of this product. The Policyholder also needs to consider whether the limits, type and level of cover are appropriate.

Preparation Date

This PDS was prepared on 1 November 2016. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

How this Insurance is arranged

This product is jointly issued by:

Chubb Insurance Australia Limited (Chubb)
ABN 23 001 642 020 | AFSL No. 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000

And

AIG Australia Limited (AIG)
ABN 93 004 727 753 | AFSL No. 381686
Level 12, 717 Bourke Street
Docklands VIC 3008

And

Zurich Australian Insurance Limited (Zurich)
ABN 13 000 296 640 | AFSL No. 232507
5 Blue Street
North Sydney NSW 2060

Chubb, AIG and Zurich jointly prepare and each takes full responsibility for the Policy Wording and PDS.

Chubb is responsible for the administration, including underwriting assessment and handling of insurance claims, for this product.

This product is jointly issued on a co-insurance basis whereby each insurer provides cover under the same terms and conditions but with a limited share of liability. Chubb provides cover for 55% of the liability under the product, AIG provides cover for 30% share of liability and Zurich provides cover for the remaining 15% share of liability. Collectively these covers form the one product.

Cover is arranged and distributed by:

Aon Risk Services Australia Ltd (Aon)
ABN 17 000 434 720 | AFSL No. 241141
Level 33, 201 Kent Street
Sydney NSW 2000
Telephone: (02) 9253 7000

If required, Aon will provide the Policyholder with a Financial Services Guide (FSG) to help the Policyholder decide whether they wish to use the services they offer.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (the Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at www.codeofpractice.com.au and on request.

Summary of Insurance

The Policy provides only those covers specified in the Schedule. Those covers are subject to the terms, limitations, conditions and exclusions of the Policy.

The Policy provides the covers summarised below. It also defines certain terms used in this summary, either under general definitions or as definitions specific to certain Sections and/or Parts. Please refer to the general definitions as well as the relevant Sections and/or Parts for these definitions.

Section 1 Personal Accident & Sickness

We will pay agreed lump sums or weekly benefits if a Covered Person suffers from an Event included in the Table of Events as a result of a Bodily Injury or Sickness. A number of further benefits may be payable in respect of the Event under the Additional Covers under Section 1.

Section 2 Kidnap & Ransom/Extortion Cover

We will reimburse the Policyholder for certain Extortion/Ransom Monies and other amounts if a Covered Person is the subject of a covered Kidnapping or Extortion while on a Journey.

Section 3 Hijack & Detention

We will pay the Policyholder an agreed daily amount while a Covered Person is subject to a covered Hijack or is Detained for more than 12 hours while on a Journey.

Section 4 Medical & Additional Expenses & Cancellation & Curtailment Expenses

We will reimburse the Policyholder, the Covered Person or the Covered Person's estate for certain:

- medical and additional expenses if a Covered Person who, due to an Accident, dies or suffers a Bodily Injury or Sickness while on a Journey; and
- additional or forfeited travel, hotel or out-of-pocket expenses as a result of the unexpected Accidental Death, Serious Injury or Serious Sickness of certain specified persons associated with the Covered Person or any other unforeseen circumstances outside the control of the Policyholder or the Covered Person.

Section 5 Chubb Assistance

We provide certain emergency assistance to a Covered Person while the Covered Person is on a Journey.

Section 6 Loss of Deposits

We will reimburse the Policyholder or the Covered Person up to the amount specified in the Schedule for:

- certain Travel and Accommodation Expenses paid in advance, lost as a result of covered Unforeseen Circumstances; and
- the retail price for any airline ticket or other Travel and Accommodation Expenses purchased using Frequent Flyer or similar reward points which is subsequently cancelled as a result of an Unforseen Circumstance, where the loss of points cannot be recovered from any other source.

Section 7 Baggage/Business Property, Electronic Equipment, Money/Travel Documents & Deprivation of Baggage

We will pay the Policyholder or the Covered Person for loss of, theft of or damage to certain Baggage/Business Property, Electronic Equipment or Money/Travel Documents in specified circumstances. We will also pay for emergency clothing and toiletry items in certain instances of baggage deprivation.

Section 8 Alternative Employee/Resumption of Assignment Expenses

We will pay the Policyholder for specified Alternative Employee Expenses or Resumption of Assignment Expenses incurred as the direct result of a Covered Person dying or suffering a Serious Injury or Serious Sickness or where We admit a claim under Cancellation/ Curtailment Expenses in Section 4.

Section 9 Personal Liability

We will indemnify the Covered Person against specified damages for which they become legally liable in respect of either Bodily Injury to any person or loss of or damage to property where the injury or damage is caused by an accident occurring while the Covered Person is on a Journey. We will also pay specified approved legal costs and expenses.

Section 10 Rental Vehicle Excess Waiver

We will reimburse the Policyholder or the Covered Person for the Rental Vehicle Excess of a Rental Vehicle payable because the vehicle is involved in an accident while under the control of the Covered Person or the vehicle is stolen or damaged.

Section 11 Extra Territorial Workers' Compensation

We will indemnify the Policyholder for specified non-statutory workers compensation benefits payable by the Policyholder in the covered circumstances.

Section 12 Missed Transport Connection

We will pay the Policyholder or the Covered Person the Covered Person's specified reasonable extra expenses to use alternative scheduled public transport services so as to arrive at their destination on time if the Covered Person has missed a transport connection in specified circumstances.

Section 13 Overbooked Flight

We will pay specified costs and expenses incurred by the Covered Person if, while on a Journey, the Covered Person is denied boarding on a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight hours of the scheduled departure.

Section 14 Political & Natural Disaster Evacuation

We will pay specified costs of the Covered Person's return to their home country or the nearest place of safety and specified reasonable accommodation costs (if the Covered Person is unable to return to their home country), as a result of a covered evacuation or if a major natural disaster has occurred in the country the Covered Person is in, necessitating their immediate evacuation to avoid the risk of their Bodily Injury or Sickness.

Section 15 Search & Rescue Expenses

We will reimburse the Policyholder in respect of specified costs incurred by a recognised rescue provider or the police authorities if, while on a Journey outside Australia, a Covered Person is reported missing and the rescue provider or police authorities must instigate a search and rescue operation.

Specific Terms, Conditions and Exclusions

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses). For example:

- Covered Persons are not covered in relation to covered Events that occur before they become a Covered Person or after they cease to be a Covered Person;
- the covered Events must occur during a covered Journey;
- We will only pay up to the agreed limits specified in the Policy;
- We will only cover Events under Section 1 which occur within 12 months of the Bodily Injury or date of the occurrence of the Sickness during a Journey;
- We will not pay any benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which would result in Our contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act, 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts; and
- We will not pay any claim with respect to any Covered Person who is 85 years of age or over at the time of loss, damage, liability, Event, Bodily Injury or Sickness. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person attained the age of 85 years (or up to and including 75 years with respect to weekly benefits for Bodily Injury or Sickness).

The above general summary of the covers does not form part of the Policy. The Policyholder and any Covered Person must not rely upon it as a full description of the cover provided. Please refer to the Policy for its full terms, conditions and exclusions.

The nature of a Covered Person's right to access cover under the Policy

A Covered Person's access to this Policy is solely by reason of the statutory operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)*. Covered Persons are not contracting insureds (e.g. they cannot cancel or vary the Policy – only the Policyholder can do this) and do not enter into any agreement with Us.

When the Policy starts and ends

A Covered Person's access to cover:

- begins from the time the relevant person becomes a Covered Person; and
- ends when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person or at the end of the Period of Insurance (whichever is the earliest).

Please refer to the Definitions section for the definition of 'Period of Insurance'.

Our agreement with the Policyholder ('the Policy')

Where We enter into the Policy with the Policyholder, We do so on the terms and conditions and exclusions contained in:

- this PDS;
- the Schedule We issue to the Policyholder confirming entry into the Policy; and
- any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an endorsement or a Supplementary Product Disclosure Statement (SPDS)).

The Schedule contains important information relevant to the insurance, including:

- the Period of Insurance;
- the Covered Persons who are entitled to access cover;
- the Premium payable by the Policyholder (see page 10, Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time which may vary this PDS, the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the Policy that the Policyholder has with Us. They are all important documents; please read them together carefully and keep them in a safe place for future reference.

Cooling Off and Cancellation Rights

The Policyholder has 14 days after entering into the Policy (including renewals) to decide whether or not to return it. If the Policyholder asks Us in writing within those 14 days to cancel the Policy, We will do so, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will refund the full Premium, less charges or taxes which We are unable to recover.

Even after the cooling off period ends, the Policyholder has cancellation rights (see page 51 – Cancellation clause).

Renewal procedure

Before the Policy expires, We will advise the Policyholder whether We intend to offer renewal and if so on what terms. Please check the terms of any renewal carefully before renewing to ensure that the details are correct.

Privacy Statement

We are committed to protecting your privacy. This document provides you with an overview of how We handle your personal information. Our Privacy Policy can be accessed on Our respective websites at www.chubb.com.au, www.aig.com.au and www.zurich.com.au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with Us or when We are processing a claim in order to help Us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by Us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to Us via a third party We use that information on the basis that you have consented or would reasonably expect Us to collect your personal information in this way and We take reasonable steps to ensure that you have been made aware of how We handle your personal information.

The primary purpose for Our collection and use of your personal information is to enable Us to provide insurance services to you. Sometimes, We may use your personal information for Our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide Our services to you, We may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom We or those other Chubb Group entities have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by Us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, We have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with Our obligations to you under the Privacy Act 1988 (Cth).

Your Choices

In dealing with Us, you agree to Us using and disclosing your personal information as set out in this statement and Our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to Our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean We may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how We manage your personal information, please see Our privacy policies for more details or contact the Privacy Officer, Chubb Insurance Australia Limited GPO Box 4907, Sydney, NSW 2001, telephone +61 2 9335 3200 or e-mail Privacy.AU@chubb.com or for matters relating to AIG contact The Privacy Manager, AIG, Level 12, 717 Bourke Street, Docklands VIC 3008 or email australia.privacy.manager@aig.com or for matters relating to Zurich contact The Privacy Officer, Zurich Australian Insurance Limited, PO Box 677, North Sydney, NSW, 2060 telephone 132 687 or email privacy.officer@zurich.com.au.

Consent of Covered Persons to disclosure of information

The Policyholder confirms that each Covered Person has provided their consent to the use and disclosure of their personal information for the purposes specified in this Privacy Statement and the Policyholder agrees to provide Us with evidence of the Policyholder's procedures in this regard and to advise Us if any consent has not been obtained.

Complaints and Dispute Resolution

Chubb is responsible on behalf of all insurers for the administration of any complaints that any person may have in relation to this product.

We are committed to handling any complaints about Our products or services efficiently and fairly. If a person covered under this Policy is dissatisfied with Our Service, they may contact:

(i) Aon who may raise it with Us; or

(ii) Chubb on +61 2 9335 3200 and Chubb will attempt to resolve the matter in accordance with Our Internal Dispute Resolution procedures. To obtain a copy of Chubb's procedures contact Us on +61 2 9335 3200 or email DisputeResolution.AU@chubb.com

A dispute can be referred to the Financial Ombudsman Service (FOS) Australia. It provides a free and independent dispute resolution service for consumers.

Financial Ombudsman Service Limited
GPO Box 3, Melbourne, Victoria 3001
Telephone: 1800 367 287 (local call fee applies)
Web: www.fos.org.au
Email: info@fos.org.au

Premium

All cover is subject to the payment of Premium and the terms, conditions, exclusions and provisions of the Policy. When calculating the Premium for the Policy, We take a range of factors into account, including:

- the age, occupation and previous insurance history of persons to be covered; and
- the type and amount of cover provided.

The Premium varies depending on the information that the Policyholder gives Us about the risk to be covered by Us. Based on Our experience, We decide what factors increase Our risk and how they affect the Premium.

The Premium also includes amounts that take into account Our obligation to pay any relevant compulsory government charges or taxes (e.g. stamp duty) in relation to the Policy. These amounts will be set out separately in the Schedule as part of the total Premium payable.

When the Policyholder applies for this insurance, the Policyholder will be advised of the total Premium amount, when it needs to be paid and how it can be paid.

Non payment of Premium

If the Policyholder fails to pay the Premium on time, and the Premium remains unpaid for at least 90 days, We may cancel the Policy.

We may change the Premium from the renewal date if We notify the Policyholder of the change in writing prior to that date.

Financial Claims Scheme and Compensation Arrangements

We are authorised under the *Insurance Act 1973 (Cth)* to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the *Insurance Act 1973 (Cth)*.

The *Insurance Act 1973 (Cth)* contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system. Because of this:

- the protection provided under the Financial Claims Scheme legislation applies in relation to Us and the Policy;
- if We were to fail and were unable to meet Our obligations under the Policy, a person entitled to claim under the Policy may be entitled to payment under the Financial Claims Scheme (access to the Scheme is subject to eligibility criteria). Information about the Financial Claims Scheme can be obtained from the APRA website at www.fcs.gov.au and the APRA hotline on 1300 558 849; and
- We are exempted by Chapter 7 of the *Corporations Act 2001 (Cth)* from the requirement to meet the compensation arrangements which Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives. We have compensation arrangements in place that are in accordance with the *Insurance Act 1973 (Cth)*.

Updating this PDS

We may update the information contained in Our PDS when necessary. A paper copy of any updated information is available to the Policyholder at no cost by calling Us.

We will issue a new PDS or an SPDS to the Policyholder where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

How to Contact Us

To ask Us any questions or request any further information regarding the Policy, We may be contacted on:

Chubb Insurance Australia Limited
ABN 23 001 642 020 | AFSL No. 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Telephone: 1800 815 675
Facsimile: (02) 9335 3467

Policy Wording

General Definitions

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

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

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

Bodily Injury means a bodily injury resulting solely and directly from an Accident and which occurs independently of any illness 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 or illness or disease; or
- any pre-existing physical or congenital conditions (except illness or disease directly resulting from medical or surgical treatment rendered necessary by any Bodily Injury).

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

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

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

Country of Residence means the country:

- 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
- in which the Covered Person is residing on an overseas expatriate assignment.

Covered Person means a person who meets the criteria specified for a Covered Person in the Schedule and with respect to whom Premium has been paid or agreed to be paid by the Policyholder. They are a person that is legally entitled to claim under the Policy by reason of the operation of Section 48 of the *Insurance Contracts Act 1984 (Cth)* 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 Policyholder.

Dependent Child means a Covered Person's and their Spouse/Partner's unmarried dependent child (including step or legally adopted child) as long as they are under 19 years of age or under 25 years of age while they are full-time students at an accredited institution of higher learning and in either case, are primarily dependent upon the Covered Person for maintenance and support.

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

- the Policyholder;
- the Covered Person;
- a Close Relative or Parent of the Covered Person or any other immediate family member of the Covered Person; or
- an Employee of the Policyholder.

Employee means any person in the Policyholder'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 Policyholder's behalf.

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

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

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

Journey means a trip undertaken on the business of the Policyholder and/or authorised by the Policyholder provided such travel involves a destination away from the Covered Person's normal place of business or residence (more than the kilometres specified in the Schedule against Journey) and does not include normal daily travel between residence and place of business.

Cover shall commence from the time a Covered Person leaves their normal place of residence or place of business, whichever is left last and continue on the time basis (as specified in the Schedule against Journey) until they return to their normal place of residence or place of business, whichever occurs first.

The maximum duration of any one trip is as specified in the Schedule against Journey.

A Journey includes all:

- Incidental Private Travel; and/or
- private travel with respect to the Policyholder's company directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, company secretary and their Accompanying Spouse/Partner and/or Dependent Children.

Parent means parent, parent-in-law, step-parent or such person who was the Covered Person's primary care giver as a child.

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

Policy means this PDS, the current Schedule and any other documents We may issue to the Policyholder that We advise will form part of the Policy (e.g. endorsements and SPDSs).

Policyholder means the named individual or entity listed as the Policyholder in the Schedule with whom We enter into the Policy. They are the contracting insured.

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

Professional Sport means any sport for which a Covered Person receives any fee or monetary reward as a result of their participation.

Salary means:

(i) in the case of a salaried Employee (not otherwise covered below), their weekly pre-tax and pre-personal deductions income, excluding commission, bonuses, overtime payments and any allowances, averaged during the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been employed. Where commission, bonuses, overtime payments and any allowances are made more regularly than on an annual basis and form part of the Employee's total remuneration package they will be included as part of the Employee's weekly pre-tax income; or

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

(iii) in the case of a self-employed person, their weekly pre-tax income derived from personal exertion, after deduction of all expenses incurred in connection with the derivation of that income, averaged over the period of 12 months immediately preceding the date of Temporary Partial Disablement or Temporary Total Disablement (whichever is relevant) or over such shorter period as they have been self-employed.

Schedule means the relevant Schedule issued by Us to the Policyholder.

Serious Injury or **Serious Sickness** means a Bodily Injury or Sickness that causes Permanent Total Disablement (as defined in Section 1 of the Policy) and is certified as totally disabling by the attending Doctor. It does not mean a terminal condition diagnosed prior to the commencement date of the Journey or any chronic or other medical condition (other than mild and controlled asthma or hypertension) for which the Covered Person on whom the claim depends:

- has received daily medical treatment or medication in the 30 days immediately prior to commencement date of the Journey; or
- required hospitalisation or surgery (or was on a waiting list for hospitalisation or surgery) in the six months immediately prior to the commencement date of the Journey.

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, but does not include a terminal condition of the Covered Person diagnosed prior to the commencement date of the 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 cohabited for a period of three months or more.

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

We/Our/Us means Chubb Insurance Australia Limited (Chubb), AIG Australia Limited (AIG) and Zurich Australian Insurance Limited (Zurich), who are the insurers/issuers of the Policy.

Please note that any definitions relating to a specific 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 & Sickness

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

Personal Accident

Where a Covered Person suffers from an Event described in Parts A, B, D or E of the Table of Events that:

(i) is as a result of a Bodily Injury which occurred while on a Journey; and

(ii) the Event occurs within 12 months of the date of the Bodily Injury,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event in the Schedule against Section 1, Parts A, B, D or E.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if:

(i) the Bodily Injury; and

(ii) the Journey,

occur during the Period of Insurance and while the person is a Covered Person.

Sickness

Where a Covered Person suffers from an Event described in Part C of the Table of Events that:

(i) is as a result of a Sickness which occurred while on a Journey; and

(ii) the Event occurs within 12 months of the date of the first occurrence of the Sickness,

We will pay the corresponding benefit for that Event set out in the Table of Events, provided an amount is shown for that Event in the Schedule against Section 1, Part C.

However, We will only pay the corresponding benefit for that Event set out in the Table of Events if:

(i) the Sickness; and

(ii) the Journey,

occur during the Period of Insurance and while the person is a Covered Person.

Section 1 Definitions

Excess Period means the period of time following an Event giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

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

Foot means the entire foot below the ankle.

Hand means the entire hand below the wrist.

Loss means in connection with:

(i) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;

(ii) an eye, total and Permanent loss of all sight in the eye;

(iii) hearing, total and Permanent loss of hearing;

(iv) speech, total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

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

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

Permanent means having lasted 12 consecutive months and at the expiry of that period, is beyond hope of improvement.

Permanent Total Disablement means in the opinion of a Doctor:

(i) the Covered Person's disability is Permanent; and

(ii)

(a) where the Covered Person is aged 75 years or under, 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; or

(b) where the Covered Person is over 75 years of age and up to but not including 85 years of age, the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business.

Quadriplegia means the Permanent loss of use of both arms and both legs.

Temporary Partial Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in a substantial part of their usual occupation or business duties, and while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Temporary Total Disablement means the Covered Person is, in the opinion of a Doctor, temporarily unable to engage in their usual occupation or business duties, and while the Covered Person is under the regular care of and acting in accordance with the instructions or advice of a Doctor.

Table of Events

Part A – Lump Sum Benefits

Cover for an Event under this part applies only if an amount for that Event is shown in the Schedule against Section 1, Part A – Lump Sum Benefits.

THE EVENTS Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.		THE BENEFITS The benefits shown below are a percentage of the amount shown in the 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 eye	100%
6.	Loss of use of two Limbs	100%
7.	Loss of use of one Limb	100%
8.	Permanent and incurable insanity	100%
9.	Loss of hearing in:	
	(a) both ears	100%
	(b) one ear	30%
10.	Permanent Loss of use of four Fingers and Thumb of either Hand	80%
11.	Permanent Loss of the lens of one eye	60%
12.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body	50%
13.	Permanent Loss of use of four Fingers of either Hand	50%
14.	Permanent Loss of use of one Thumb of either Hand:	
	(a) both joints	30%
	(b) one joint	15%
15.	Permanent Loss of use of Fingers of either Hand:	
	(a) three joints	15%
	(b) two joints	10%
	(c) one joint	5%
16.	Permanent Loss of use of Toes of either Foot:	
	(a) all – one Foot	15%
	(b) great – both joints	5%
	(c) great – one joint	3%
	(d) other than great – each Toe	1%
17.	Fractured leg or patella with established non-union	10%
18.	Shortening of leg by at least 5 cm	7.5%
19.	Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two will be appointed by Us. In the event of a disagreement, the amount payable will be the average of the three opinions. The maximum amount We will pay is 75% of the lump sum benefit insured.

Part B – Bodily Injury Benefits

Surgery Benefits

Cover for an Event under this Part applies only if:

(i) an amount is shown in the Schedule against Section 1, Part B – Bodily Injury Resulting in Surgery – Benefits;

(ii) the surgery is undertaken outside Australia; and

(iii) the Covered Person has a valid claim for Medical & Additional Expenses with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.

THE EVENTS Note: The following surgical procedure(s) must be carried out within 12 months of the date of the Bodily Injury.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part B – Bodily Injury Resulting in Surgery – Benefits.
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

Weekly Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury.

THE EVENTS Note: The following Event(s) must occur within 12 months of the date of the Bodily Injury.	THE BENEFITS
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary.
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown in the Schedule against Section 1, Part B – Weekly Benefits – Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder, provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so, then the benefit payable will be 25% of the Covered Person's Salary.

Part C – Sickness Benefits

Surgery Benefits

Cover for an Event under this Part applies only if:

(i) an amount is shown in the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits;

(ii) the surgery is undertaken outside Australia; and

(iii) the Covered Person has a valid claim for Medical & Additional Expenses with respect to the same procedure under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses.

THE EVENTS Note: The following surgical procedure(s) must occur within 12 months of the date of occurrence of the Sickness during a Journey.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part C – Sickness Resulting in Surgery – Benefits
27. Open heart surgical procedure	100%
28. Brain surgery	100%
29. Abdominal surgery carried out under general anaesthetic	50%
30. Any other surgical procedure carried out under a general anaesthetic	5%

Weekly Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Section 1, Part C – Weekly Benefits – Sickness.

THE EVENTS	THE BENEFITS
31. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, up to the weekly benefit shown in the Schedule against Section 1, Part C – Weekly Benefits – Sickness, but not exceeding the percentage of Salary shown in the Schedule of the Covered Person's Salary.
32. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, the weekly benefit amount shown in the Schedule against Section 1, Part C – Weekly Benefits – Sickness less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown in the Schedule of the Covered Person's Salary. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so, then the benefit payable will be 25% of the Covered Person's Salary.

Part D – Fractured Bones – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Section 1, Part D – Fractured Bones – Lump Sum Benefits.

THE EVENTS Note: The following fractured bones must occur within 12 months of the date of the Bodily Injury.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part D – Fractured Bones – Lump Sum Benefits
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)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one Bodily Injury resulting in fractured bones will be the amount shown in the Schedule against Part D – Fractured Bones – Lump Sum Benefits.

In the case of an established non-union of any of the above fractures, notwithstanding the maximum benefit payable amount, We will pay an additional benefit of 5% of the amount shown in the Schedule against Section 1, Part D – Fractured Bones – Lump Sum Benefits.

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

A 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.

A hairline fracture means mere cracks in the bone.

Other fracture is any fracture other than a simple fracture.

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

Cover for an Event under this Part applies only if an amount is shown in the Schedule against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.

THE EVENTS Note: The following loss or procedure(s) (as the case may be) must occur within 12 months of the date of the Bodily Injury.	THE BENEFITS The benefits shown below are a percentage of the amount shown in the Schedule against Section 1, Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits.
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one Bodily Injury resulting in loss of teeth or dental procedures will be the amount shown in the Schedule against Part E – Loss of Teeth or Dental Procedures – Lump Sum Benefits. A limit per tooth applies and will be the amount shown in the Schedule against Part E – Loss of Teeth or Dental Procedures – sub-limit.

For the purpose of Section 1, Part E, a tooth means a sound and natural permanent tooth but does not include first or milk teeth, dentures, implants and dental fillings.

Section 1 Additional Cover

Corporate Image Protection

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

any Covered Person suffers a Bodily Injury and, in Our opinion, this is likely to result in a valid claim under the Policy with respect to Section 1 Part A – Lump Sum Benefits for either:

(i) Accidental Death (Event 1); or

(ii) Permanent Total Disablement (Event 2),

We will reimburse the Policyholder for costs (other than the Policyholder's own internal costs) incurred:

(i) to engage as necessary image consultants and public relations consultants; and

(ii) to release information through the media.

Costs must be incurred within15 days of, and directly in connection with, such Bodily Injury(ies), to protect and/or positively promote the Policyholder's business and image. The maximum amount We will pay with respect to any one Event or set of circumstances is the amount shown in the Schedule against Section 1 Additional Cover, Corporate Image Protection, and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us if, after Our payment, it is found that a valid claim did not or will not eventuate.

Dependent Child Supplement

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person suffers an Accidental Death and is survived by a Dependent Child, We will pay the Covered Person's estate a lump sum for each surviving Dependent Child subject to a maximum benefit amount with respect to any one family as shown in the Schedule against Section 1 Additional Cover, Dependent Child Supplement.

Disappearance

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person disappears in any manner whatsoever and the Covered Person's body has not been found within 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 if the Policyholder or the legal representatives of the Covered Person's estate give Us:

(a) a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die or did not die as a result of a Bodily Injury; and

(b) where the cause of the Covered Person's disappearance is unknown, a Death Certificate from the relevant jurisdiction's Registry of Births, Deaths and Marriages or equivalent.

Condition applicable to Disappearance cover

Where the cause of the Covered Person's disappearance is unknown, the disappearance must be reported;

(i) to the local police and a written report obtained; and

(ii) where the disappearance occurs outside the Covered Person's Country of Residence, to the applicable embassy, consulate or other representative of the Country of Residence and a written report obtained.

Escalation of Claim Benefit

After paying a benefit under Events 25 and/or 26 or Events 31 and/or 32 continuously for 12 months and again after each subsequent period of 12 months during which a benefit is paid, the benefit will be increased by 5% per annum.

Exposure

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is exposed to the elements as a result of an Accident and within 12 months of the Accident, the Covered Person suffers from any of the 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.

Guaranteed Payment

If a Covered Person sustains a Bodily Injury or suffers a Sickness for which benefits are payable under Events 25 or 31, We will immediately pay 12 weeks benefits provided that the Policyholder or a Covered Person gives Us proper medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of 26 weeks.

Independent Financial Advice

If a Covered Person sustains a Bodily Injury for which benefits are payable under Events 1–9, We will, if asked by the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay, in addition to payment of the benefit, the costs of obtaining financial advice in respect of the payment of the benefit for Events 1–9 provided such advice is given by a professional financial advisor:

(i) who is not a Close Relative or Parent of the Covered Person; and

(ii) who, at the time the advice is given, is regulated by the Australian Securities and Investments Commission (ASIC) and is authorised by ASIC to give such financial advice.

The maximum amount We will pay is the amount shown in the Schedule against Section 1 Additional Cover, Independent Financial Advice.

Partner Retraining Benefit

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person suffers an Accidental Death or Permanent Total Disablement, We will pay, at the Policyholder's request, a lump sum towards the costs incurred for the training or retraining of the Covered Person's Spouse/Partner:

(i) for the purpose of obtaining gainful employment; or

(ii) to improve their employment prospects; or

(iii) to enable them to improve the quality of care they can provide to the Covered Person

provided always that:

(i) the Spouse/Partner is aged under 65 years at the commencement of such training;

(ii) the training is provided by a recognised institution with qualified skills to provide such training; and

(iii) all such expenses are incurred within 24 months from the date the Covered Person suffered the Bodily Injury for which the claim depends.

The maximum amount We will pay is the amount shown in the Schedule against Section 1 Additional Cover, Partner Retraining Benefit.

Spouse/Partner Accidental Death Benefit

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person's Spouse/Partner (who is not Accompanying the Covered Person) suffers an Accidental Death, We will pay the Covered Person a lump sum benefit. The maximum amount We will pay is the amount shown in the Schedule against Section 1 Additional Cover, Spouse/Partner Accidental Death Benefit.

Tuition or Advice Expenses

When Events 25 and/or 26 or Events 31 and/or 32 occur, for which benefits are payable, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice given to a Covered Person by a licensed vocational school, provided such tuition or advice is given with Our prior written agreement and the agreement of the Covered Person's Doctor.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount per month and for the maximum number of months shown in the Schedule against Section 1 Additional Cover, Tuition or Advice Expenses.

Section 1 Conditions, Limits & Exclusions

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. We will not pay benefits for more than one of Events 1 to 19 in respect of the same Bodily Injury.

3. We will not pay benefits:
   (i) for Events 25 and 26 in excess of a total aggregate period of 156 weeks in respect of any one Bodily Injury, unless otherwise stated in the Schedule against Section 1;
   (ii) for Events 31 and 32 in excess of a total aggregate period of 156 weeks in respect of any one Sickness, unless otherwise stated in the Schedule against Section 1;
   (iii) for Events 25, 26, 31 and 32:
      (a) during the Excess Period stated in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, calculated from the commencement of the Bodily Injury or Sickness; and
      (b) after that Excess Period, in an amount which exceeds the applicable percentage as provided in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness of the lesser of:
         (X) the maximum Salary stated in the Schedule against Section 1, Part B Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness; or
         (Y) the Covered Person's Salary.

         For example, if:
         (A) the applicable percentage is 75%; and
         (B) the maximum Salary stated in the Schedule is $2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness; and
         (C) a Covered Person's Salary is $1500,

         then that Covered Person's maximum benefit will be limited to 75% of $1,500 x 156 weeks = $175,500.
   (iv) unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the manifestation of any Sickness giving rise to a claim under the Policy, procures and follows proper medical advice from a Doctor;
   (v) for more than one of Events 25 and/or 26 or Events 31 and/or 32 that occur for the same period of time; and
   (vi) for more than one of the surgical benefits described in Events 20 to 24 and 27 to 30, in respect of any one Bodily Injury or Sickness.

4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
   (i) periodic compensation benefits payable under any workers compensation or accident compensation scheme; and
   (ii) the amount of any sick pay received, or at the direction of the Policyholder sick leave entitlement, or any disability entitlement;

   so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the lesser of:
      (a) the maximum Salary stated in the Schedule against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness, as applicable; or
      (b) the Covered Person's Salary.

For example, if:

(A) the applicable percentage is 75%;

(B) the maximum Salary stated in the Schedule is $2,000 x 156 weeks against Part B – Weekly Benefits – Bodily Injury or against Part C – Weekly Benefits – Sickness;

(C) a Covered Person's Salary is $1,500;

(D) the Covered Person is entitled to benefits of (say) $500 per week under a compensation scheme described in 4(i) above,

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

5. Where, in relation to benefits payable for Events 2, 25, 26, 31 and/or 32, We do not agree with the opinion given by the Doctor ('the initial Doctor'), We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor chosen by Us forms a contrary opinion to that of the initial Doctor, We will obtain an independent Doctor's opinion which 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 Bodily Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes, 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 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.

   Where a Bodily Injury requires surgical treatment which cannot be performed within 12 months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that 12 month period and a Doctor certifies this, We will treat this 12 month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six months, provided surgery does not occur in a period in excess of 24 months from the original date of Bodily Injury.

7. Subject to the guaranteed payments referred to in the paragraph entitled Guaranteed Payment under Section 1 Additional Cover, We will pay weekly benefits for Events 25, 26, 31 and 32 monthly in arrears. We will pay benefits for a disability which is suffered for a period of less than one week at the rate of one-fifth of the weekly benefit for each day during which disability continues.

8. All benefits which We pay under Section 1: Personal Accident & Sickness cover will be paid to the Policyholder or such person or persons and in such proportions as the Policyholder nominates, unless otherwise specified in the Policy.

9. If as a result of Bodily Injury, the Covered Person is entitled to a benefit under Events 25 and/or 26 and subsequently becomes entitled to a benefit under Events 2 or 3, all benefits payable under Events 25 and 26 will cease from the date of such entitlement.

10. The benefits payable in respect of a Dependent Child under 18 years of age is limited to the amount shown in the Schedule against Section 1, PART A – Lump Sum Benefits, Dependent Children under 18 years of age.

11. With respect to Section 1 Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not receiving a Salary, the benefit amount will be 50% of the Lump Sum benefit stated in the Schedule for the category applicable to such Employee. If cover also applies to a Spouse who is not receiving a Salary, the maximum benefit payable under Section 1 Part A – Lump Sum Benefits is limited to the amount shown in the Schedule against Section 1, PART A - Lump Sum Benefits, Spouse who is not receiving a Salary.

    The benefits payable in respect of a Dependent Child under 18 years of age is limited to the amount shown in the Schedule against Section 1, PART A - Lump Sum Benefits, Dependent Children under 18 years of age.

12. Unless otherwise agreed with Us, We will not pay weekly benefits for Bodily Injury under Part B (Events 25 or 26) or for Sickness under Part C (Events 31 or 32) of the Table of Events with respect to a Covered Person over the age of 75 years. This will not prejudice any entitlement to claim benefits which has arisen on or before a Covered Person attained the age of 75 years.

13. For the purpose of Section 1, General Exclusion 3 does not apply to Bodily Injury sustained as a result of Hijack (as defined in Section 3) riot, strike or civil commotion.

14. We will not pay benefits for Events 31 and 32 with respect to any Sickness which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising therefrom.

Section 2 – Kidnap & Ransom/Extortion Cover

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy:

Cover under this Section is only available if Section 1, Part A – Lump Sum Benefits is also selected and shown in the Schedule.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey; and

(c) travelling for the purposes of business,

the Covered Person is Kidnapped or allegedly Kidnapped, We will reimburse the Policyholder for Extortion/Ransom Monies paid up to the amount shown in the Schedule against Section 2.

We will also pay the Policyholder for:

1. loss due to the destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by the Policyholder or a Covered Person to have custody thereof provided, however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder;
2. the amount paid by the Policyholder for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance and while the person was a Covered Person;
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 ransom or recovery of the Covered Person provided that We have given Our prior written consent to the use of such consultants; and
4. the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative) to a Covered Person who was the victim of a Kidnap, where the treatment is provided outside Australia and certified as necessary by a medical practitioner for the wellbeing of the Covered Person. The maximum amount We will pay per visit and per Covered Person is shown in the Schedule against Section 2 Kidnap & Ransom/Extortion Cover – Trauma counselling.

The payments in paragraphs 1, 2, 3 and 4 above include, and are not in addition to, the benefit amount shown in the Schedule against Section 2.

Section 2 Definitions

Expenses means any of the following:

1. reasonable payments made by the Policyholder to a person who provided information which led to the arrest of the individual(s) responsible for a Kidnap or Extortion insured hereunder;
2. reasonable and customary loan costs incurred by the Policyholder 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 Policyholder or a Covered Person as a result of a Kidnap or Extortion;

4. Salary paid by the Policyholder to a Covered Person or on behalf of a Covered Person who is the victim of a Kidnap or Extortion up to:
   (i) 30 days after the release of the Covered Person from a Kidnap; or
   (ii) discovery of the death of the Covered Person; or
   (iii) 120 days after the Policyholder receives the last credible evidence that the Covered Person is still alive; or
   (iv) 60 months from the date of the Kidnap, if the victim has not been released.
5. payments made by the Policyholder for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further 30 day period but does not include payments made more than 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 and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will be applied once per Covered Person and replacement person;
8. reasonable and customary fees and expenses of a qualified interpreter to assist the Policyholder or a Covered Person in the event of a Kidnap or Extortion; and
9. any other reasonable and customary expenses incurred by the Policyholder with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

Extortion means intimidation by a threat or series of threats to Kidnap or cause Bodily Injury.

Extortion/Ransom Monies means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion, to a person believed to be responsible for the Kidnap or Extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments.

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

Section 2 Conditions

Confidentiality

The Policyholder and each Covered Person will make a reasonable effort not to disclose the existence of this insurance.

Section 2 Exclusions

We are not 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;
2. any loss from the Kidnap or Extortion of a Covered Person permanently residing or staying for more than 180 consecutive days in the country where the Kidnap or Extortion occurs; or
3. any fraudulent or dishonest act committed by the Policyholder, a Covered Person or any person the Policyholder authorises to have custody of Extortion/Ransom Monies.

Section 3 – Hijack & Detention

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

Hijack

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is forcibly Detained for more than 12 hours as a direct result of a Hijack, We will pay the Policyholder the daily amount shown in the Schedule against Section 3. We will continue to pay the Policyholder the daily amount shown in the Schedule against Section 3, for each 24 hour period of continued Detention thereafter, up to the maximum amount and period shown in the Schedule against Section 3.

Detention

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is Detained, 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 daily amount shown in the Schedule against Section 3, for each 24 hour period of continued Detention up to the maximum amount and period shown in the Schedule against Section 3.

In the event of a Covered Person incurring their own legal costs as a result of being Detained, We will reimburse the Covered Person for such legal costs up to the maximum amount shown in the Schedule against Section 3 – Legal Costs.

Section 3 Definitions

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

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

Section 3 Exclusion

1. We are not liable for any Detention attributable to the Covered Person breaking the law of any country or state.

Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

Medical & Additional Expenses

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person Accidentally dies or suffers a Bodily Injury or Sickness, We will reimburse the Policyholder, the Covered Person or the Covered Person's estate, as applicable, for Medical and Additional Expenses for a period of up to 24 months from the date of Bodily Injury or Sickness, up to the amount shown in the Schedule against Section 4 – Medical & Additional Expenses.

Cancellation & Curtailment Expenses

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person necessarily incurs reasonable additional or forfeited travel, hotel or out-of-pocket expenses (including the use of Frequent Flyer or similar rewards points, as described in Section 6) as a result of the unexpected Accidental Death, Serious Injury or Serious Sickness of a Close Relative, Parent, business partner or travelling companion of a Covered Person or any other unforeseen circumstances outside the control of the Policyholder or the Covered Person, We will reimburse the Policyholder for those expenses up to the amount shown in the Schedule against Section 4 – Cancellation & Curtailment Expenses.

Financial Insolvency

If the Policyholder or the Covered Person necessarily incurs reasonable additional expenses due to 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 that person's, company's or organisation's financial default, We will reimburse the Policyholder or the Covered Person for those expenses up to the amount shown in the Schedule against Section 4 – Financial Insolvency.

Provided that:

1. the travel or accommodation was booked through a licensed travel agent in Australia;
2. if payment was made by credit card, the Policyholder or Covered Person has contacted the relevant credit card provider requesting the transaction to be reversed. Documented proof of such efforts and the outcome are required to support the Policyholder's or Covered Person's claim; and
3. the Policyholder and/or Covered Person must first seek compensation from any other available source and any compensation provided will be deducted from the claim. The Policyholder or Covered Person must provide Us with documented proof of such efforts and the outcome.

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

1. losses arising from the insolvency of any travel agent, tour wholesaler, tour operator or booking agent where the loss is covered under the Travel Compensation Fund. This will not prejudice any entitlement to claim benefits over the compensation provided by the Travel Compensation Fund;
2. losses due to the insolvency of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or other travel or tourism provider if, at the time of booking the Journey the provider was insolvent, or a reasonable person would have reason to expect the provider might become insolvent; or
3. losses recoverable from any other source.

Section 4 Definitions

Medical and Additional Expenses means:

(i) all reasonable costs necessarily incurred outside the Covered Person's Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor and additional expenses or forfeited travel, hotel or out-of-pocket expenses, reasonably and necessarily incurred as a direct result of the Covered Person's Accidental Death, Bodily Injury or Sickness;

(ii) expenses related to the evacuation of the Covered Person as a direct result of their Bodily Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Covered Person, provided such evacuation is recommended by a Doctor;

(iii) reasonable travel and accommodation expenses of two Close Relatives, Parent(s) or travelling companions of the Covered Person who, as a result of the Covered Person's Bodily Injury and Sickness, are required to travel to or remain with the Covered Person on written medical advice;

(iv) all expenses incurred in repatriating the Covered Person to the most suitable hospital or to the Covered Person's home address provided that such repatriation is as a direct result of them suffering a Bodily Injury or Sickness and is necessary on medical advice and is organised by Chubb Assistance in accordance with Section 5 of the Policy;

(v) reasonable funeral expenses incurred outside the Covered Person's Country of Residence for the burial or cremation of the Covered Person or costs (excluding funeral and interment costs) incurred in transporting the Covered Person's body or ashes and personal effects back to a place nominated by the legal representative of the Covered Person's estate, as a direct result of the Covered Person's death. The maximum amount We will pay is the amount shown in the Schedule against Section 4 – Medical & Additional Expenses – Reasonable funeral expenses;

(vi) ongoing medical expenses incurred after the Covered Person's return to Australia (unless specifically excluded under Exclusion 3 below), for a period of up to 24 months, as a direct result of their Bodily Injury or Sickness. If a Covered Person returns to their Country of Residence (other than Australia) then We will continue to cover their expenses for a period of up to 24 months. The maximum amount We will pay is the amount shown in the Schedule against Section 4 – Medical & Additional Expenses – Ongoing medical expenses; and

(vii) expenses incurred to repair, replace or adjust dentures, provided those expenses are as a direct result of the Covered Person's Bodily Injury. The maximum amount We will pay is the amount shown in the Schedule against Section 4 – Medical & Additional Expenses – Dentures.

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Section 4 Extensions

Continuous Worldwide Bed Confinement

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is confined to bed by a Doctor for a period in excess of 48 hours, We will pay the Covered Person a daily amount for each day of bed confinement up to a maximum number of consecutive days. The daily amount and maximum number of consecutive days is shown in the Schedule against Section 4 – Continuous Worldwide Bed Confinement.

HIV/AIDS contracted through Bodily Injury or Accident

Notwithstanding Exclusion 6 of Section 4 Exclusions, if:

(i) during the Period of Insurance; and

(ii) while a person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is infected with the Human Immunodeficiency Virus (HIV) or any variation or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a result of a Bodily Injury or an Accident, We will pay the reasonable Medical and Additional Expenses incurred by the Covered Person during the Period of Insurance. The maximum amount We will pay is the amount shown in the Schedule against Section 4 – HIV/AIDS contracted through Bodily Injury or Accident.

We will only pay Medical and Additional Expenses under this Extension where the Covered Person is positively diagnosed within 90 days from the date of the Injury or accident as infected with HIV or suffering from AIDS.

Trauma Counselling Benefit

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person suffers psychological trauma as a result of being a victim of, or eye witnessing a criminal act such as sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative or Parent) provided the treatment is certified by a Doctor as necessary for the wellbeing of the Covered Person.

The maximum amount We will pay is the amount shown in the Schedule against Section 4 – Trauma Counselling Benefit.

Section 4 Exclusions

We will not pay any expenses:

1. incurred where a Journey is undertaken against the advice of a Doctor or when the Covered Person is unfit to travel or if the purpose of the Journey is to enable the Covered Person to seek medical attention for a pre-existing medical condition;
2. incurred after the period of 24 months from the date the Covered Person suffers a Bodily Injury or Sickness;
3. incurred as a result of treatment or services rendered within Australia for which a benefit is paid or would be payable by:
   (i) Medicare in accordance with the *Health Insurance Act 1973 (Cth)*;
   (ii) any workers' compensation law; or
   (iii) any transport accident law; or
   (iv) any government sponsored fund, plan, or medical benefit scheme, or any other insurance policy required to be effected by or under a law;
4. which would contravene the applicable laws of the country in which the medication or medical treatment is being administered;
5. recoverable by the Policyholder and/or a Covered Person from any other source;
6. incurred for any medication or ongoing treatment for a condition which commenced prior to the commencement of a Journey and which medication or treatment the Covered Person has been advised to continue during travel;
7. is or results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC), except in respect of Medical and Additional Expenses covered under the Section 4 Extension, HIV/AIDS contracted through Bodily Injury or Accident;
8. incurred for routine medical, optical or dental treatment or consultation. Dental treatment is limited to emergency only and must be certified as necessary by a Doctor or dentist;
9. arising directly or indirectly out of:
   (i) cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been warning before the date the Journey was booked that such events were likely to occur;
   (ii) carrier caused delays where the expenses are recoverable from the carrier;
   (iii) any business or financial or contractual obligations of the Policyholder, the Covered Person or any other person;
   (iv) disinclination on the part of the Covered Person or of any other person to travel;
   (v) 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.

Section 5 – Chubb Assistance

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person requires emergency assistance, the Covered Person should immediately contact Chubb Assistance on the telephone number provided (+61 2 8907 5995) by reverse charge if required and available. If Chubb Assistance is selected as included in the Schedule against Section 5, Chubb Assistance will provide the Covered Person with such emergency assistance that they consider necessary.

Emergency assistance may include any one or more of the following services but only if they are considered necessary and organised by Chubb Assistance:

1. repatriation, which will be organised by Chubb Assistance using the most appropriate method including, if necessary, the use of air services. Repatriation will be to the most suitable hospital or to the Covered Person's home address;
2. payment of evacuation expenses, including necessary expenses incurred for qualified medical staff to accompany a Covered Person;
3. payment of other emergency assistance expenses;
4. worldwide 24 hour telephone access to the Chubb Assistance network;
5. emergency travel assistance;
6. emergency medical evacuation;
7. medically supervised repatriation;
8. assistance in replacing a lost or stolen passport;
9. legal assistance;
10. interpreter access and referral;
11. compassionate visit if travelling alone and hospitalised for more than a week;
12. assistance in tracing delayed or lost luggage; and
13. payment of approved medical services by claims process or redirection of hospital accounts to Us.

Section 5 Conditions

1. Chubb Assistance must be promptly informed of any potential claim under this Section.
2. the Policyholder and/or the Covered Person must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses.
3. if assistance is provided in good faith to any person not insured under the Policy, the Policyholder must reimburse Us for all costs incurred.
4. any undertaking/arrangements on behalf of the Covered Person who does not make contact with and/or prejudices Our rights will not be considered. We will consider cover, however, if the Covered Person for reasons beyond their control could not contact Chubb Assistance and had no alternative but to make their own arrangements, provided We are satisfied the arrangements made were medically appropriate and necessary in view of the Covered Person's Serious Injury or Serious Sickness at the time.

Section 6 – Loss of Deposits

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

Travel & Accommodation Expenses

If:

(i) during the Period of Insurance; and

(ii) while the relevant person is a Covered Person,

the Policyholder or the Covered Person incurs loss of Travel and Accommodation Expenses paid in advance of a proposed Journey because the Journey is shortened or cancelled due to any Unforeseen Circumstance, We will reimburse the Policyholder or the Covered Person for those expenses up to the amount shown in the Schedule against Section 6.

Frequent Flyer Points

If:

(i) during the Period of Insurance; and

(ii) while the person is a Covered Person,

the Policyholder or the Covered Person purchases an airline ticket (or incurs other travel and/or accommodation expenses) using Frequent Flyer or similar reward points and the airline ticket (or other travel and/or accommodation expenses) is subsequently cancelled due to any Unforseen Circumstance and the loss of such points cannot be recovered from any other source, We will pay the Policyholder or the Covered Person the retail price for that ticket (or the amount of the other travel and/or accommodation expenses) at the time it was issued not exceeding the amount shown in the Schedule against Section 6.

Financial Insolvency

If the Policyholder or the Covered Person incurs loss of Travel and Accommodation Expenses paid in advance due to 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 that person's, company's or organisation's financial default, We will reimburse the Policyholder or the Covered Person for those expenses up to the amount shown in the Schedule against Section 4 – Financial Insolvency.

Provided that:

1. the travel or accommodation was booked through a licensed travel agent in Australia;
2. if payment was made by credit card, the Policyholder or Covered Person has contacted the relevant credit card provider requesting the transaction to be reversed. Documented proof of such efforts and the outcome are required to support the Policyholder's or Covered Person's claim; and
3. the Policyholder and/or Covered Person must first seek compensation from any other available source and any compensation provided will be deducted from the claim. The Policyholder or Covered Person must provide Us with documented proof of such efforts and the outcome.

Exclusions applicable to Financial Insolvency cover:

We will not pay for:

1. losses arising from the insolvency of any travel agent, tour wholesaler, tour operator or booking agent where the loss is covered under the Travel Compensation Fund. This will not prejudice any entitlement to claim benefits over the compensation provided by the Travel Compensation Fund;
2. due to the insolvency of any travel agent, tour operator, accommodation provider, airline or other carrier, car rental agency or other travel or tourism provider if, at the time of booking the Journey the provider was insolvent, or a reasonable person would have reason to expect the provider might become insolvent; or
3. losses recoverable from any other source.

Section 6 Definitions

Travel and Accommodation Expenses means any amount that the Policyholder or the Covered Person has paid or is liable to pay by reason of contract, for the supply of transportation of any type, accommodation, food or conference/seminar facilities, which neither the Policyholder nor the Covered Person is able to use as a result of any Unforseen Circumstance.

Unforseen Circumstance means:

(i) the Covered Person sustains a Bodily Injury or contracts a Sickness which results in the Covered Person being certified by a Doctor as unfit to commence the Journey;

(ii) a Close Relative, Parent, travelling companion or business associate of the Covered Person dies unexpectedly, sustains a Serious Injury or contracts a Serious Sickness and a Doctor certifies that the presence of the Covered Person is necessary for the health of that Close Relative, Parent, travelling companion or business associate;

(iii) the Covered Person's residence or business suffers major loss or damage; or

(iv) any other unforeseen circumstance outside the control of the Policyholder or the Covered Person not otherwise excluded under the Policy.

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Section 6 Exclusions

We will not pay any expenses attributable to:

1. cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there has been warning before the date the Journey or tour was booked that such events were likely to occur;
2. carrier-caused delays where the expenses are recoverable from the carrier;
3. any business, financial or contractual arrangements or obligations of the Policyholder, a Covered Person or any other person;
4. any change of plans or disinclination on the part of a Covered Person or of any other person to travel; or
5. 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.

Section 7 – Baggage/Business Property, Electronic Equipment, Money/Travel Documents & Deprivation of Baggage

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

Baggage/Business Property, Electronic Equipment & Money/Travel Documents

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person sustains loss of, theft of or damage to Baggage/Business Property, Electronic Equipment or Money/Travel Documents, We will indemnify the Policyholder or the Covered Person in respect of such loss or damage up to the corresponding amount shown in the Schedule against Section 7 Baggage/Business Property, Electronic Equipment & Money/Travel Documents.

Deprivation of Baggage

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person's Baggage is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight consecutive hours, We will reimburse any reasonable expenses incurred by a Covered Person in purchasing essential replacement clothing and toiletries up to the amount shown in the Schedule against Section 7 – Deprivation of Baggage.

If after a further seventy-two hours the Covered Person's Baggage remains delayed, misdirected or temporarily mislaid, and the Covered Person has at least one week of their Journey remaining, We will reimburse any further reasonable expenses incurred by a Covered Person in purchasing essential replacement clothing and toiletries up to 50% of the amount shown in the Schedule against Section 7 – Deprivation of Baggage.

Conditions applying to Deprivation of Baggage cover

(i) The maximum that We will reimburse under this benefit is 150% of the amount shown in the Schedule against Section 7 – Deprivation of Baggage.

(ii) In the event that any amount is reimbursed under this Deprivation of Baggage cover for a replacement item, that amount will be deducted from claims accepted against Baggage/Business Property, Electronic Equipment and Money/Travel Documents (above) for the corresponding item which was replaced.

Section 7 Definitions

Baggage means personal property belonging to the Policyholder or a Covered Person or for which a Covered Person is legally responsible, taken on the Journey or acquired during the Journey but does not include household furniture or effects unless acquired during the Journey.

Business Property means office equipment and the replacement value of plans, business papers, specifications, manuscripts and stationery.

Documents means papers or other items containing references to the Covered Person's identity including, but not limited to the following:

- passport;
- drivers licence;
- credit, debit and bank cards;
- share certificates;
- birth certificate;
- bank account details;
- building society account details;
- insurance documents – motor, home, travel and life;
- utilities account details; and
- membership details of professional bodies.

Electronic Equipment means personal/business computers, palm pilots, mobile phones and other items of a similar nature deemed by Us to be electronic but does not include digital cameras.

Identity Theft means the theft of personal data or Documents relating to Covered Person's identity which results in their fraudulent use to obtain money, goods or services.

Money/Travel Documents means coins, bank notes, postal and money orders, travellers and other cheques, letters of credit, automatic teller machine cards, passports, travel tickets, visas, entry permits, credit cards, petrol and other coupons and other similar documents in the possession or control of the Covered Person.

Section 7 Additional Cover

Coins & Bank Notes

In respect of coins or bank notes held for the purpose of a Journey, cover commences at the time of collection from a financial institution or 72 hours prior to commencement of the Journey, whichever is the later and continues for 72 hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

Identity Theft Extension

If:

(i) during the Period of Insurance; and

(ii) while the person was:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person is the victim of Identity Theft, We will indemnify the Covered Person for reasonable legal expenses incurred with Our consent, up to the amount shown in the Schedule against Section 7, Additional Cover – Identity Theft Extension:

(i) to pursue closure of any disputed areas, accounts or credit facilities;

(ii) to re-submit applications for loans, grants, other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of Identity Theft;

(iii) to notarise 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;

(iv) 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; or

(v) to remove any civil judgment wrongfully entered against the Covered Person as a result of Identity Theft.

Keys & Locks

If:

(i) during the Period of Insurance; and

(ii) while the person was:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person loses their identification and keys at the same time, We will reimburse the Covered Person for the costs incurred for the replacement of keys and locks to their home and/or motor vehicle. The maximum amount We will pay is the amount shown in the Schedule against Section 7, Additional Cover – Keys & Locks.

Section 7 Conditions

1. The Covered Person must take all reasonable precautions for the safety and supervision of Baggage/Business Property, Electronic Equipment or Money/Travel Documents.
2. If We pay under this Section in respect of any property, We are entitled to take and keep possession of such property and to deal with it in any manner We see fit.
3. In respect of articles 15 years old or less, We have the option of either:
   (i) repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
   (ii) paying the cost of such articles.
4. In respect of loss arising from the unauthorised or fraudulent use of Money/Travel Documents, the maximum amount We will indemnify the Policyholder or the Covered Person is shown in the Schedule against Section 7 – Fraudulent use of Money/Travel Documents.
5. The maximum amount We will pay for any one, any set or any pair of items is the amount shown in the Schedule against Section 7, Limit any one item, unless otherwise specified in the Schedule.
6. We will not pay more than the amount shown in the Schedule against Section 7.
7. Where the Electronic Equipment is a mobile phone, We will only pay the cost of the replacement phone.
8. An Excess will apply for each claim for the loss of, theft of or damage to Electronic Equipment. That Excess is the Excess specified in the Schedule against Section 7 – Electronic Equipment.

Section 7 Exclusions

We are not liable for any loss or damage and will not pay any expenses:

1. in respect of Baggage/Business Property, Electronic Equipment or Money/Travel Documents:
   (i) not reported to either the police or the transport carrier so that a written report is not available at the time of making a claim;
   (ii) due to confiscation by Customs or any other lawful authority where the Policyholder's and/or Covered Person's use and/or possession of such item/s is unlawful; or
   (iii) recoverable from any other source.
2. in respect of Baggage/Business Property and Electronic Equipment:
   (i) shipped under any freight agreement or sent by postal or courier services;
   (ii) to vehicles or their accessories (except keys);
   (iii) to any goods intended for trade or sale;
   (iv) to any electronic data or software caused by:
      (a) activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
      (b) mechanical or electrical failure;
      (c) any process of cleaning, restoring, repairing or alteration; or
      (d) scratching or breaking of fragile or brittle articles, if as a result of negligence of the Policyholder and/or Covered Person;

3. in respect of Electronic Equipment and digital cameras:
   (i) where theft or attempted theft occurs while such equipment is unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the Policyholder and/or the Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation); or
   (ii) while carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless they accompany the Covered Person as personal cabin baggage. Cover will apply if the air carrier has specifically instructed the Policyholder or Covered Person that Electronic Equipment must be placed in the hold and no prior instruction or advice regarding this requirement was available to the Policyholder or Covered Person prior to checking in.
4. in respect of Money/Travel Documents:
   (i) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
   (ii) of cheques, bank notes, postal and money orders, credit cards, or coupons unless their loss or damage is reported to the issuing authority as soon as reasonably practicable after the discovery of that loss or damage; or
   (iii) 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.
5. in respect of Identity Theft for:
   (i) any item which has been purchased by fraudulent use of the Covered Person's identity;
   (ii) any loss arising from any business pursuits or the theft of a commercial identity;
   (iii) any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the Covered Person's identity, where civil or criminal action is, or has been, taken against the Covered Person;
   (iv) authorised charges that the Covered Person has disputed based on the quality of goods or services;
   (v) theft of the Covered Person's identity by a family member who lives with the Covered Person at the Covered Person's home address;
   (vi) any costs or expenses in connection with any claim not agreed in advance by Us;
   (vii) authorised account transactions or trades that the Covered Person has disputed, or is disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
   (viii) any incident of Identity Theft that does not occur within 12 months from the date the Covered Person's Documents were stolen; or
   (ix) an incident of Identity Theft for which the Covered Person has not lodged a report with the Police and/or cannot provide a copy of the Police report.

Section 8 – Alternative Employee/Resumption of Assignment Expenses

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

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

(i) as the direct result of a Covered Person dying or suffering a Serious Injury or Serious Sickness while on a Journey and while the person was a Covered Person; or

(ii) a claim being admitted under Cancellation/Curtailment Expenses in Section 4,

We will pay the Policyholder such expenses up to the amount shown in the Schedule against Section 8.

Section 8 Definitions

Alternative Employee Expenses means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Covered Person. Expenses will be limited to a business class return air flight (or economy if that was the class of ticket used by Covered Person on the original Journey) and other essential expenses incurred in transportation of the substitute person.

Resumption of Assignment Expenses means all reasonable and necessary expenses incurred in returning the Covered Person to re-commence an assignment within 90 days of returning to Australia or their Country of Residence as a result of the claim being admitted under Cancellation/Curtailment Expenses in Section 4. Expenses will be limited to a business class air flight (or economy if that was the class of ticket used by the Covered Person on the original Journey) and other essential expenses incurred in such transportation of the Covered Person.

Section 8 Exclusions

We will not pay any expenses:

1. where the Covered Person undertakes a Journey against the advice of a Doctor; or
2. which the Policyholder or the Covered Person had paid or budgeted for before the commencement of a Journey.

Section 9 – Personal Liability

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person becomes legally liable to pay damages in respect of either Bodily Injury to any person or loss of or damage to property and such injury or damage is caused by an Accident, We will indemnify the Covered Person against such damages up to the amount shown in the Schedule against Section 9.

We will also pay all legal costs and expenses which are recoverable by a Claimant from the Covered Person and/or incurred with Our written consent in the investigation or defence of any claim, in addition to the amount shown in the Schedule against Section 9.

Section 9 Additional Cover

If:

(i) during the Period of Insurance; and

(ii) while the person is a Covered Person,

the Covered Person is required to attend court in connection with an event that has resulted in a valid claim under Section 9 – Personal Liability, We will pay an amount for each day the Covered Person attends court, up to a maximum amount. The maximum amount We will pay is the amount shown in the Schedule against Section 9 – Additional Cover – Court Attendance.

Section 9 Conditions

1. No admission, offer, promise, payment or indemnity may be made without Our written consent.
2. We are entitled to take over and conduct in the Covered Person's name the defence or settlement of any claim and We will have full discretion in the handling of any proceedings.
3. 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 Schedule against Section 9 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We will have no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

Section 9 Exclusions

We are not liable in respect of:

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the Policyholder;
2. loss of or damage to property belonging to or held in trust by or in the custody or control of the Policyholder, a Covered Person or any of the Policyholder's Employees;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when a Covered Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of the Policyholder or a Covered Person;
4. injury, loss or damage to property caused by or arising from:
   (i) the nature of products sold by the Policyholder or a Covered Person;
   (ii) advice furnished by the Policyholder or by a Covered Person;
   (iii) the conduct of the Policyholder's business, trade or profession;
5. liability assumed under contract unless such liability would have arisen in the absence of such contract; or
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty.

Section 10 – Rental Vehicle Excess Waiver

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person rents or hires a Rental Vehicle and:

(i) that Rental Vehicle is involved in a collision while under the control of the Covered Person; or

(ii) the Rental Vehicle is stolen or damaged,

We will reimburse the Policyholder or the Covered Person for the Rental Vehicle Excess chosen but only up to the amount shown in the Schedule against Section 10.

Section 10 Definitions

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

Rental Vehicle Excess means the amount the Policyholder or Covered Person is legally liable to pay under the Rental Vehicle hiring agreement if the Rental Vehicle is involved in an accident or is stolen during the rental period.

Section 10 Additional Cover

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person uses their personal motor vehicle for business purposes and is involved in an accident while they are in control of the vehicle, We will:

(i) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the Covered Person's comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or

(ii) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the Covered Person's vehicle; and/or

(iii) pay a weekly benefit as shown in the Schedule against Section 10 Additional Cover – Motor vehicle hire, to the Covered Person for the cost of hiring a similar motor vehicle in the event that they have lost total use of the damaged vehicle as a result of an accident.

The maximum amount We will pay in respect to any one accident is:

(i) for (i) and (ii) above as a combined maximum limit, the amount shown in the Schedule against Section 10 Additional Cover – Excess and/or no claim allowance reimbursement; and

(ii) for (iii) above, in addition to any claims made under (i) and/or (ii), the amount shown in the Schedule against Section 10 Additional Cover – Motor vehicle hire.

Section 10 Conditions

1. As part of the arrangement for the rent or hire of the Rental Vehicle, the Covered Person must effect all compulsory motor vehicle insurance against loss or damage to the Rental Vehicle during the rental period which is offered by the rental organisation. Provided the compulsory insurance has been effected, there is no additional requirement under the Policy to purchase excess buy back.
2. In the event of a claim regarding a Covered Person's personal motor vehicle, the Covered Person must supply Us with:
   (i) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the Covered Person's personal motor vehicle;
   (ii) a letter from the Covered Person's motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited. Note: Stating that the no claim bonus has dropped from e.g. 80% to 60% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the Covered Person; and
   (iii) details of the total cost of the repairs.

Section 10 Exclusions

We will not be liable for any claims arising from:

1. any use of the Rental Vehicle or the Covered Person's personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
2. the Covered Person being in charge of a Rental Vehicle or their personal motor vehicle while under the influence of alcohol or a drug not prescribed by a Doctor or with a percentage of alcohol in their breath, blood or urine in excess of that permitted by law at the time and place of the incident;
3. the illegal or criminal use of a Rental Vehicle or the Covered Person's personal motor vehicle by the Policyholder or a Covered Person;
4. the use of the Rental Vehicle or Covered Person's personal motor vehicle on any roadway that is inaccessible to two-wheel drive vehicles;
5. the use of the Rental Vehicle or 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. any vehicle that is not comprehensively insured.

Section 11 – Extra Territorial Workers' Compensation

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person sustains an Accidental Death or suffers a Bodily Injury or Sickness, We will indemnify the Policyholder for compensation benefits consequently payable under any workers' compensation legislation which provides:

(i) benefits to injured workers or their dependents for Accidental Death, Bodily Injury or Sickness arising out of or in the course of their employment; or

(ii) damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the Limits of Liability set out below.

This Section applies only:

(i) with respect to Covered Persons who are employed by the Policyholder or who are deemed by any applicable workers' compensation legislation to be workers employed by the Policyholder and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;

(ii) if the Policyholder maintained in force during the currency of the Policy, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of Employees by the Policyholder or the Policyholder is licensed under such laws as a self-insurer; and

(iii) while a Covered Person is working on a temporary basis for no more than six months outside the state or territory in which the Covered Person's usual place of employment or employment base, is located.

Section 11 Limit of Liability

The indemnity provided under this Section is limited as follows:

1. in the case of a claim for compensation benefits, the difference between the benefits payable by the Policyholder and the amount which the Covered Person or their dependents are entitled to claim under any workers' compensation insurance which the Policyholder was required to effect as described above but not to exceed the amounts shown in the Schedule against Section 11;

2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Policyholder and the amount of indemnity to which the Policyholder would have been entitled under any workers compensation insurance which the Policyholder was required to effect as described above, but not to exceed the amounts shown in the Schedule against Section 11;

3. the limits of liability are amounts shown in the Schedule against Section 11 and apply as follows:

   (i) Limit (A) is the limit of weekly compensation for each Covered Person;

   (ii) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one accident whether involving one or more Covered Persons; and

   (iii) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and accidents occurring during any one Period of Insurance, whether involving one or more Covered Persons;

4. any benefits otherwise payable under Sections 1 and 4 of the Policy with respect to a Covered Person will be reduced by the amount of any benefit payable under this Section with respect to that Covered Person.

Section 11 Conditions

If reasonably required by Us, the Policyholder must give Us:

1. such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the Policyholder's possession; and
2. access to the files and information held by any Workers' Compensation insurer with whom the Policyholder has effected insurance.

Section 11 Exclusion

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

Section 12 – Missed Transport Connection

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person misses a transport connection due to any unforseen circumstances outside the Policyholder's or the Covered Person's control and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed until their arrival, We will pay the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which the Policyholder or the Covered Person may be entitled from any carrier, to enable the Covered Person to use alternative scheduled public transport services to arrive at their destination on time for the meeting or conference, up to the amount shown in the Schedule against Section 12.

Section 12 Exclusions

We will not be liable for:

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

Section 13 – Overbooked Flight

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

the Covered Person cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available within eight hours of the scheduled departure time, We will pay for any expenses incurred as a result of the delay provided the Covered Person has not been compensated by the air carrier or any other third party. The maximum amount We will pay is the amount shown in the Schedule against Section 13 Overbooked Flight.

Section 13 Exclusion

We will not be liable for:

1. any expenses already incurred and paid under Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses and/or Section 12 – Missed Transport Connection as a result of the same event.

Section 14 – Political & Natural Disaster Evacuation

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey,

(A) officials in the country in which the Covered Person is travelling recommend that certain categories of persons, which include the Covered Person, should leave that country; or

(B) the Australian government issues a travel warning through its Department of Foreign Affairs and Trade that recommends that certain categories of persons, which categories include the Covered Person, should leave that country; or

(C) a Covered Person is expelled or declared persona non grata from that country; or

(D) there is wholesale seizure, confiscation or expropriation of the Covered Person's property, plant or equipment in that country; or

(E) a major natural disaster has occurred in the country the Covered Person is in necessitating their immediate evacuation in order to avoid the risk of their Bodily Injury or Sickness,

We will pay:

(i) Part A – the actual, necessary and reasonable evacuation expenses incurred by the Covered Person to return to their Country of Residence or the nearest place of safety using the most reasonably available method of transport which has been pre-approved by Chubb Assistance and subject to the maximum amount shown in the Schedule against Section 14, Political & Natural Disaster Evacuation Costs, Part A – Evacuation Expenses; and

(ii) Part B – if the Covered Person is unable to return to their Country of Residence, their reasonable accommodation costs, up to the maximum amount and period shown in the Schedule against Section 14, Political & Natural Disaster Evacuation, Part B – Reasonable accommodation costs.

Section 14 Exclusions

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

1. a Covered Person violating the laws or regulations of the country they are in;
2. a Covered Person's failure to produce or maintain necessary immigration, work, residence or similar visas, permits or other documentation;
3. debt, insolvency, commercial failure, repossession of property by a titleholder or any other financial cause;
4. failure to honour any contractual obligation or bond or to obey any conditions in a licence;
5. a Covered Person being a national of the country from which they are to be evacuated; or
6. the political unrest or natural disaster that resulted in a Covered Person's evacuation being in existence prior to the Covered Person entering the country or its occurrence being foreseeable to a reasonable person before the Covered Person entered the country.

Section 14 Conditions

1. If a Covered Person is required to leave the country they are in, We must be contacted beforehand to confirm cover. Where possible We and/or Chubb Assistance will make the travel arrangements and in all cases, We will decide where to send the Covered Person.

Section 15 – Search & Rescue Expenses

Extent of Cover

Subject to the other terms, conditions and exclusions of the Policy.

If:

(i) during the Period of Insurance; and

(ii) while the person is:

(a) a Covered Person; and

(b) on a Journey outside Australia,

the Covered Person is reported as missing and rescue or police authorities have to instigate a search and rescue operation where:

(i) it is known or believed that the Covered Person may have sustained a Bodily Injury or suffered Sickness; or

(ii) weather or safety conditions necessitate such an operation to prevent the Covered Person from sustaining a Bodily Injury or suffering Sickness,

We will reimburse the Policyholder in respect of the necessary and reasonable costs incurred by a recognised rescue provider or by police authorities to search for such Covered Person and to bring them to a place of safety. The maximum amount We Will pay per Covered Person and per Period of Insurance is the amount shown in the Schedule against Section 15 – Search & Rescue Expenses.

Section 15 Conditions

1. The Covered Person must comply at all times 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 engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible 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 involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under Section 15 is, or is subsequently found to be, covered under:

   (i) Section 2 – Kidnap & Ransom/Extortion Expenses; or

   (ii) Section 3 – Hijack & Detention; or

   (iii) Section 4 – Medical & Additional Expenses & Cancellation & Curtailment Expenses; or

   (iv) Section 14 – Political & Natural Disaster Evacuation,

   the benefit amount payable is in addition to any amount payable under such section.

Extensions Applicable to all Sections

Notwithstanding anything to the contrary in this Policy, and consistently with the cover provided by it under each section and with the Policy's terms and conditions, cover under each section extends to:

1. any person whom the Policyholder nominates during the Period of Insurance for cover under this Policy and includes, if nominated, any Spouse/Partner and/or Dependent Child residing with the Insured Person in the Country of Domicile;
2. any Journey which:
   (i) commences during the Period of Insurance; and
   (ii) finishes after the last day of the Period of Insurance, where the Policyholder has cancelled or not renewed the Policy and has not placed a replacement policy with any other insurance provider,

provided always that cover will not extend beyond the number of days specified in the Schedule against Journey (maximum duration of any one trip) from the last day of the Period of Insurance or the date on which the Journey was scheduled to end, whichever is earlier.

General Exclusions Applicable to the Policy

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 which:

1. results from a Covered Person engaging in or taking part in:
   (i) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
   (ii) training for or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder, a Covered Person, a Spouse/Partner and/or Dependent Child;
3. results from War, Civil War, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or a Covered Person's Country of Residence, or any of the following countries: Afghanistan, Chad, Chechnya, Côte d'Ivoire (Ivory Coast), Democratic Republic of Congo, Iraq, Israel, Somalia or Sudan;
4. would result in Our contravening the *Health Insurance Act 1973 (Cth)*, the *Private Health Insurance Act 2007 (Cth)* or the *National Health Act 1953 (Cth)* or any amendment to, or consolidation or re-enactment of, those Acts or where, and to the extent that, the provision of cover, payment of such claim or provision of such benefit would be a violation of any sanction, prohibition or restriction including under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America or Commonwealth of Australia as applicable.
5. subject to point 12 under Section 1 Conditions, Limits and Exclusions, occurs when the Covered Person is 85 years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person attained the age of 85 years.

General Provisions Applicable to the Policy

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

Aggregate Limit of Liability

This condition only applies to Sections 1 and 2 of the Policy.

1. Except as stated below, Our total liability for all claims arising under the Policy during any one Period of Insurance will not exceed the amount shown in the Schedule against Aggregate Limit of Liability (A) Any one period of insurance.
2. Our total liability for all claims arising under the Policy during any one Period of Insurance relating directly to air travel in aircraft whose flights are not conducted in accordance with fixed flying schedules, over specific air routes, to and from fixed terminals (i.e. non-scheduled), will not exceed the amount shown in the Schedule against Aggregate Limit of Liability (B) Non-scheduled aircraft.
3. If claims are made under the Policy which exceed the above Aggregate Limits of Liability, We will reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances will be made at Our entire discretion and will not be the subject of any challenge of any kind.
4. Our liability for any one event giving rise to a claim under the Policy with respect to War and/or Civil War will not exceed the amount shown in the Schedule against War and/or Civil War – Maximum liability for any one event.
5. Our total liability for all claims arising under the Policy during any one Period of Insurance relating to War and/or Civil War will not exceed the amount shown in the Schedule against War and/or Civil War – Total liability for all claims under the Policy during any one Period of Insurance.

Assistance and Co-operation

The Policyholder and a Covered Person must co-operate with Us and, upon Our reasonable request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Policyholder because of Bodily Injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Policyholder must attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Policyholder must not, except at the Policyholder'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.

Breach of Conditions

If the Policyholder 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 extent permitted by law.

Cancellation

The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm Australian Eastern Standard Time on the date We receive the Policyholder's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any Section thereof, for any of the reasons set out in Section 60 of the *Insurance Contracts Act 1984 (Cth)* by issuing a notice 30 days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act 1984 (Cth)*.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We will not refund any Premium if We have paid a benefit under the Policy.

Change of Business Activities

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

Contra Proferentem Clause

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

Currency

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

Due Diligence

The Policyholder and any Covered Person will exercise due diligence in doing all things 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.

Notice of Claim

The Claimant must give Us written notice of any occurrence which is likely to give rise to a claim within 30 days or as soon as is reasonably practicable after the date of the occurrence. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. 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.

Other Insurance

In the event of a claim, the Policyholder or a Covered Person must advise Us as to 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 will be governed by the laws of the appropriate state of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and the practice of such court.

Singular/Plural

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

Subrogation

If We pay an amount under the Policy, We will be subrogated to all of the Claimant's rights to recover against any person or entity other than the Policyholder, a Covered Person or other persons covered by this Policy and a Claimant must execute and deliver any instruments and papers and do whatever else is necessary to enable Us to secure such rights. After any loss, a Claimant must not take any action which will prejudice Our rights to subrogation.

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