

# DUAL

making relationships count

## CORPORATE TRAVEL POLICY WORDING





## Corporate Travel Insurance Product Disclosure Statement and Policy Wording

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# Corporate Travel Insurance

## Product Disclosure Statement (PDS)

### About DUAL Australia Pty Ltd

DUAL Australia Pty Ltd (DUAL Australia), is an underwriting agency committed to delivering innovative insurance solutions to the Accident and Health Insurance Market. DUAL Australia forms part of DUAL International which is headquartered in London, the centre of the world's largest insurance marketplace. DUAL Australia, has been established since April 2004, and DUAL International since 1998.

DUAL International is part of the Hyperion Insurance Group. For more information about Hyperion visit [www.hyperiongrp.com](http://www.hyperiongrp.com).

### Who is the Insurer?

DUAL Australia underwrites exclusively on behalf of certain underwriters at Lloyd's. Lloyd's of London is an APRA regulated insurer.

### About Lloyd's

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

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

### General Insurance Code of Practice

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia and a subscriber to the General Insurance Code of Practice (the Code). The Code sets minimum standards a general insurer must meet in supplying its products and services. DUAL Australia is a proud supporter of the Code. **You** can obtain a copy of the Code at: [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### What is a Product Disclosure Statement (PDS)?

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

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

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

### General Advice

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

## Corporate Travel Insurance

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

### Summary of the benefits of the Corporate Travel Insurance Policy.

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

Some of the significant **benefits** of the **policy** may include:

1. Medical Expenses, Medical Evacuation and Additional Expenses
2. Cancellation, Curtailment and Loss of Deposits
3. Personal Liability
4. Personal Accident
5. Kidnap, Ransom and Extortion
6. Global Rescue and Evacuation
7. Alternative Employee and Resumption of Assignment ;
8. Global Response Emergency Assistance
9. Hire Car Excess, Return of Hire Car and Own Car Cover
10. Missed Transport Connection
11. Luggage, Personal Effects and Money
12. Hijack and Detainment
13. Extra Territorial Workers Compensation
14. Benefits at Home

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

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

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

### Not Everything is Covered.

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

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

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

### The Cost of the Insurance Policy and paying your premium.

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

The cover under the **policy** commences upon the payment of the premium unless otherwise agreed in writing. The cost of **your policy** is the total premium including taxes and charges due as detailed on the **schedule**.

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

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

**We** may increase or decrease **your** premium from the renewal date.

### Non Payment of Premium

**You** must pay **your** premium within the agreed credit terms otherwise **your policy** may not be in force. If **you** do not pay **your** premium on time by the due date or **your** payment is dishonoured this **policy** will not come into force and **we** may;

- a) Lapse the **policy**;
- b) Decline any claim under the **policy**.

### How to Apply for Corporate Travel Insurance

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

### Your Duty of Disclosure

Before **you** enter into a contract of general insurance with **us**, **you** have a duty under the Insurance Contracts Act 1984, to disclose to **us** every matter that **you** know, or could reasonably be expected to know that may be relevant to **our** decision whether to accept the risk of the insurance and, if so on what terms. The duty of disclosure is different depending on whether it is a new **policy** or not.

Where **you** are renewing a contract of insurance **we** may request **you** answer one or more specific questions relevant to **our** decision in relation to the **policy** and/or **we** may give you a copy of any matters previously disclosed by **you** in relation to a previous contract of insurance **you** held with **us** and request **you** to disclose to **us** any change to those matters or confirm that there is no

change. Again in such circumstances **you** must tell **us** everything **you** know or could be reasonably expected to know, in answer to such requests.

It is important that **you** understand you are answering the questions for yourself and anyone else to whom the questions apply.

**Your** duty, however, does not require disclosure of any matter:

- a) that diminishes the risk to be undertaken by **us**;
- b) that is of common knowledge;
- c) that **we** know or, in the ordinary course of its business, ought to know; and
- d) as to which compliance with **your** duty is waived by **us**.

This duty continues after the proposal form has been completed up until the time the **policy** is issued by **us**.

When answering any questions asked by **us** in **our** proposal or renewal form **you** must answer them honestly and completely. **We** will rely on the answers provided by **you** in deciding whether to insure **you** and anyone else to be insured under the **policy** and on what terms.

If **you** do not answer **our** questions in this way, **we** may reduce or refuse to pay a claim or cancel the **policy**. If **you** answer **our** questions fraudulently **we** may refuse to pay a claim and treat the **policy** as never having commenced.

### Cancelling Your Policy

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

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

### Your Cooling-Off Period

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

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

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

### Making a Claim

Should an incident occur which may give rise to a claim under this **policy**, **you** should notify **us** in writing within thirty (30) days of the incident occurring, or as soon as reasonably practical after the date of the occurrence and within the **insurance period**. **You** should ensure you include **your policy** number in this correspondence.

**You** must at **your** expense give **us** such certificates, information and other documentation as **we** may reasonably require. **We** may at **our** own expense have any **insured**, who is the subject of a claim under

this **policy**, medically examined from time to time.

### Claim Offset

The weekly **benefits** payable for **insured events** 36, 37, 38 and 39 will be reduced by the amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers compensation or Transport Accident Compensation Scheme or legislation or any insurance policy specifically covering the same risk, or the amount of any sick pay received or at the discretion of the **insured** any sick leave entitlement so that the **benefit** payable under the **policy** will be the amount by which the **benefit** payable under the **policy** exceeds the other **benefits** to which the **insured person** is entitled.

### Taxation Implications

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

A claim paid in respect of weekly **benefits**, for example under Section 4 or 5 (Weekly benefits -injury or Weekly benefits - sickness) in the **policy**, is subject to personal income tax and it is the **insured person's** responsibility to declare such **benefit** when completing his or her usual tax return.

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

### Privacy Statement

At DUAL Australia Pty Ltd, we are committed to compliance with the *Privacy Act 1988* (Cth). We use your personal information to assess the risk of and provide insurance, and assess and manage claims. We may also use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. When providing a quotation or insurance terms, we will tell you if the insurer is overseas and if so, where they are. We are part of the Hyperion Insurance Group and may provide your information to UK based Group entities who provide us with business support services. We may also provide your information to your broker and our contracted third party service providers (e.g. claims management companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

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

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

### What type of personal information do we collect?

**We** act on behalf of certain underwriters at Lloyd's. **We** collect relevant personal information from insurance brokers for the purposes of writing insurance policies for the insurance companies that **we** represent. The personal information **we** collect will be collected on behalf of the insurance company or for **our** own administration of those policies. This personal information will usually include name, age, gender, occupation, and contact details of applicants for insurance. Depending on the type of insurance cover required, **we** may also collect details of previous claims and financial details (eg properties owned by the **insured**) and criminal records.

**We** collect personal information about individuals who make claims against parties that **we** have covered under the **policy**. For the purposes of assessing these types of claims, **we** will usually collect the name, age, gender, occupation, and contact details of the claimant. Depending on the type of claim, **we** may also collect details of the financial status of the claimant (e.g. loss of income).



**We** also collect some personal information of business contacts (names and contact details) for use in ordinary business dealings.

### How do we collect personal information?

#### 1. General

Personal information that relates to insurance policies and claims is normally provided to **us** by Insurance Brokers who have collected that information from insurance applicants. Occasionally personal information is provided to **us** directly from insurance applicants. **We** will also collect personal information from individuals' representatives who make claims under the **policy**. If information is forwarded to **us** either electronically (eg in an e-mail) or by sending it to **us** as a hard copy document, **we** will collect that information and use it for the purposes for which it was provided to **us**. All information received is stored electronically in-house. Any information provided prior to December 2006 in hard copy, is stored at a secured off-site location with full and immediate retrieval access.

#### 2. Website

**We** collect personal information from individuals who complete quote and contact forms on **our** website. **our** website does not use cookies to collect personal information.

### How your personal information will be used?

**We** will use the personal information provided by Insurance Brokers to:

- a) assess the risk of underwriting insurance policies;
- b) provide quotes for underwriting services;
- c) assess and investigate claims;
- d) arrange insurance cover with the insurance company that **we** represent;
- e) carry out administration related to those services; and
- f) fulfil all **our** legal and regulatory requirements.

### Will my personal information be disclosed to a third party?

The personal information **we** collect will be treated as strictly confidential. **We** will forward relevant personal information to certain underwriters at Lloyd's. **We** may not forward all personal information collected to them. However, any such information will be available to them upon request.

As underwriters, **we** sometimes need to pass personal information to third parties for assistance in evaluating risk or responding to claims. Accordingly, for the purposes of maintaining **our** business, **we** may disclose personal information to any of the following third parties:

- a) insurance brokers;
- b) solicitors;
- c) claims management companies;
- d) loss adjusters;
- e) goods and service providers;
- f) surveyors; and
- g) as **we** may be required to do by law.



**Our** website host does not store any personal information that is entered into the forms provided on **our** web site.

**We** will take reasonable steps to ensure that any personal information disclosed to a third party is protected by that party in accordance with the Privacy Act.

### How you can access your personal information?

Upon written request, **you** may have access to **your** personal information held by **us**, except in circumstances where access may be denied under the Privacy Act. Examples of these circumstances are:

- a) where providing access will pose an unreasonable impact on the privacy of another individual;
- b) where providing access would be unlawful, would pose a threat to the life or health of an individual, may prejudice an investigation of possible unlawful activity or, may prejudice enforcement of laws; or
- c) where denying access is authorised by law.

To make a request for access to **your** personal information, please contact **our** Privacy Officer (contact details below). **We** will endeavour to respond to a request for personal information within fourteen (14) days.

If personal information is provided to **you** as the result of a request, **you** may be charged a fee for costs incurred in providing that information such as photocopying, administration and postage.

If access is denied **we** will provide **you** with reasons for **our** decision.

### How you can correct your personal information?

If **you** believe that the personal information **we** hold about **you** is inaccurate, incomplete or not up-to-date please let **us** know. Provided **we** agree with **you**, **we** will correct it. If **we** do not agree with **you**, **we** will place a statement of what **you** allege is correct where that information is kept and accessed.

### Will this privacy policy change?

**We** reserve the right to change this privacy policy at any time by publishing the varied privacy policy on **our** web site. The varied policy terms will apply from the date they are posted on **our** web site. **You** accept that by doing this, **we** have provided **you** with sufficient notice of the variation and agree **you** will be provided with no separate notification.

### Your consent

By asking **us** to quote or insure **you**, **you** consent to the collection and use of the information **you** have provided to **us** for the purpose described above.

### How to contact DUAL Australia Pty Ltd

If **you** have enquiries or wish to provide feedback about this privacy policy, please email or mail to the Privacy Officer at [reception@dualaustralia.com.au](mailto:reception@dualaustralia.com.au) or Level 6, 160 Sussex Street, Sydney NSW 2000.

### **What to do if you have a complaint?**

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

### **Complaints Process**

#### **How can we help you?**

There are established procedures for dealing with complaints and disputes regarding **your policy** or claim. All policyholders can take advantage of the complaints service.

#### **Stage 1**

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either **your** Lloyd's insurance intermediary (**us**) or to the administrator handling **your** claim in the first instance - in most cases this will resolve **your** grievance.

They will respond to **your** complaint within fifteen (15) business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with **you**. **You** will also be kept informed of the progress of **your** complaint.

#### **Stage 2**

In the unlikely event that this does not resolve the matter or **you** are not satisfied with the way **your** complaint has been dealt with, **you** should contact:

**Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000**

**Telephone: (02) 9223 0752  
Facsimile: (02) 9223 1466  
Email: idraustralia@lloyds.com**

When **you** lodge **your** dispute with Lloyd's, they will usually require the following information:

- a) Name, address and telephone number of the policyholder;
- b) The type of insurance policy involved;
- c) Details of the policy concerned (policy and/or claim reference numbers, etc);
- d) Name and address of the insurance intermediary through whom the policy was obtained;
- e) Details of the reasons for lodging the complaint;
- f) Copies of any supporting documentation **you** believe may assist Lloyd's in addressing **your** dispute appropriately.

Following receipt of **your** complaint, **you** will be advised whether **your** dispute will be handled by either Lloyd's Australia or the Policyholder & Market Assistance Department at Lloyd's in London:

- I. Where **your** complaint is eligible for referral to the Australian Financial Ombudsman Service (FOS), **your** complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with **your** dispute.
- II. Where **your** complaint is not eligible for referral to the Australian FOS, Lloyd's Australia will refer **your** complaint to the Policyholder & Market Assistance Department at Lloyd's, who will then liaise directly with **you**.

### How long will the Stage 2 process take?

**Your** complaint will be acknowledged in writing within five (5) business days of receipt, and **you** will be kept informed of the progress of Lloyd's review of **your** complaint at least every ten (10) business days.

The length of time required to resolve a particular dispute will depend on the individual issues raised, however in most cases **you** will receive a full written response to **your** complaint within fifteen (15) business days of receipt, provided Lloyd's have received all necessary information and have completed any investigation required.

### External Dispute Resolution

If **your** complaint is not resolved in a manner satisfactory to **you**, **you** may refer the matter to the Financial Ombudsman Service (FOS). FOS can be contacted by post GPO Box 3, Melbourne VIC 3001 or phone 1300 780 808, [www.fos.org.au](http://www.fos.org.au)

FOS is an independent body that operates nationally in Australia and aims to resolve disputes between **you** and **your** insurer. YOUR dispute must be referred to the FOS within two (2) years of the date of Lloyd's final decision. Determinations made by FOS are binding upon **us**.

### How much will this procedure cost you?

This procedure is free of charge to policyholders.

### Service Of Suit Clause (Australia)

The Underwriters hereon agree that:

- a) In the event of a dispute arising under the **policy**, Underwriters at the request of the **insured** will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
- b) Any summons notice or process to be served upon the Underwriters may be served upon Lloyd's General Representative at Lloyd's Australia:

Lloyd's Australia Limited  
Suite 2, Level 21 Angel Place  
123 Pitt Street  
Sydney NSW 2000

who has authority to accept service and to enter an appearance on Underwriters' behalf, and who is directed at the request of the **insured** to give a written undertaking to the **insured** that he will enter an appearance on Underwriters' behalf.

- c) If a suit is instituted against any one of the Underwriters all Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

### Preparation Date

This PDS was prepared on 23<sup>rd</sup> September 2015.

### Updating this PDS

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

# Corporate Travel Insurance

## Policy Wording

The **policy** consists of 14 sections with the following cover. **You** can choose any of the following types of cover.

Section 1: Medical Expenses, Medical Evacuation and Additional Expenses

Section 2: Cancellation, Curtailment and Loss of Deposits

Section 3: Personal Liability

Section 4: Personal Accident

Section 5: Kidnap, Ransom and Extortion

Section 6: Global Rescue and Evacuation

Section 7: Alternative Employee and Resumption of Assignment

Section 8: Global Response Emergency Assistance

Section 9: Hire Car Excess, Return of Hire Car and Own Car Cover

Section 10: Missed Transport Connection

Section 11: Luggage, Personal Effects and Money

Section 12: Hijack and Detainment

Section 13: Extra Territorial Workers Compensation

Section 14: Benefits at Home

The types of cover **you** have chosen will be shown on the **schedule** which attaches to the **policy**.

## General definitions under the Policy

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

In the **policy** and PDS:

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

**Accompanying** means either travelling with an **insured person** or travelling with the express purpose of meeting an **insured person** to continue travelling together.

**Aggregate limit of liability** means the maximum amount **we** will pay for all claims arising from **insured events** which occur during the **insurance period**. However the **aggregate limit of liability** does not apply to or include Sections 1, 2 and 3. The **aggregate limit of liability** is shown in the **schedule**.

**Benefit(s)** means any **benefit** to which an **insured person** is entitled under the **policy**.

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

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

**Close business associate** means:

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

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

**Dentist** means an Insured Person's attending dentist or surgeon who is registered or licensed to practice dentistry under the laws of the country in which they practice, other than the **insured** or **insured person** or a **relative** of the **insured person**.

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

**Doctor** means a legally registered medical practitioner who is registered or licensed to practice medicine under the laws of the country in which they practice other than the Insured or **insured person** or a **relative** of the **insured person**.

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

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

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

**Excess period** is the period stated in the **schedule** during which no **benefits** are payable for Temporary, Total or Partial Disablement. The number of days constituting each Excess Period must be served consecutively.

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

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

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

**Hire car** means any hired or rented motor vehicle from a licensed motor vehicle rental or hire company and includes, sedans, station wagons, hatchbacks, four wheel drives, all wheel drives and any other non commercial and factory standard vehicle hired/rented for the sole purpose of carrying the **insured person** on public roadways. Hire Car does not include any other vehicle or other use.

**Incidental private travel** means private leisure travel either side or during a **journey**.

**Injury** means bodily **injury** to an **insured person** resulting from an accident which is an external event that occurs fortuitously on a **journey** during the **insurance period**. **Injury** does not include:

- a) **Sickness** as defined; or
- b) any consequences of an **injury** which are ordinarily described as being a disease including but not limited to any congenital condition, heart condition, stroke or any form of cancer.

**Insurance period** means the period stated in the **schedule**.

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

**Insured event(s)** means the event(s) described in each Section of the **policy**.

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

**Journey** means authorised business travel of the **insured** as declared to **us** and which is more specifically described in the **schedule**. It includes private travel interstate and overseas for Company Directors, Chief Executive Officers, Chief Financial Officers/Controllers, General Managers, Senior Managers, and Company Secretaries of the **insured** including any **accompanying spouse/partner** or **dependant child**. A Journey does not include any travel that exceeds 180 days in duration unless agreed in writing by us.

**Limb** means the entire **limb** below the shoulder or below the hip.

**Limit of liability** means the maximum amount we will pay for all claims arising out of any one (1) accident whether involving one (1) or more **insured person** from **insured events** which occur during the **insurance period**. The **limit of liability** is shown in the **schedule**.

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

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

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

**Pre-existing condition** means

- a) any injury, disability, condition, sickness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the twelve (12) months immediately prior to the Insured Person's Journey; or

- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of at the time of booking their Journey.

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

**Policy wording** means this document.

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

**Salary** means

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

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

**Serious injury** or **serious sickness** means an injury or sickness that was unknown and unexpected prior to the commencement of the **insured person's journey** resulting in unstable and abnormal vital signs or other unfavourable indicators.

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

**Specified sickness** means a:

- a) myocardial infarction (heart attack); or
- b) cardiac arrest, or
- c) pulmonary embolism; or
- d) stroke; or
- e) malaria; or
- f) dengue fever

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

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

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

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



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

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

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

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

**War** means armed opposition, whether declared or not between two countries, states or armed groups using force. In the event of a claim under any section of this **policy** resulting from **war** we will not pay more than \$100,000 per event and \$500,000 in the aggregate within the **insurance period**.

**We/our/us** means DUAL Australia Pty Ltd (ACN 107 553 257) of Level 6, 160 Sussex Street, Sydney NSW 2000.

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

### Medical Expenses and Medical Evacuation

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

1. all reasonable costs necessarily incurred outside the **insured person's country of residence** for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **doctor** as a direct result of the **insured person's accidental death, injury or sickness**, for a period of up to twenty-four (24) months from the date of **injury or sickness**;
2. expenses to repair, replace or adjust dentures as the direct result of an **injury** sustained by the **insured person** up to a maximum of \$2,500;
3. any on-going medical expenses incurred after the **insured person** returns to their **country of residence** for a period of up to twenty-four (24) months provided they relate to an **injury or sickness** which first manifests itself during the **journey** however all payments are subject to the local legislation in the **country of residence**. If the **country of residence** is not Australia then the benefits payable are limited to a maximum amount of \$50,000;
4. expenses related to the **emergency medical evacuation** of an **insured person** including necessary expenses incurred for qualified medical staff to accompany the Insured Person, provided such evacuation is recommended by a **doctor**, is authorised by our **emergency assistance company** and is outside the **insured person's country of residence**.

### Additional Expenses

If an **insured person** incurs additional expenses during the **insurance period** and whilst on a **journey** for travel, accommodation or out of pocket expenses reasonably and necessarily incurred up to the amount shown in the **schedule**, provided such expenses are authorised by the **emergency assistance company**:

1. As a direct consequence of:
  - a) the **unexpected death, injury or sickness** of the **insured person** or a member of the Insured Person's travelling party (provided that all such Persons are under the age of one hundred (100) years) occurring after the commencement of the **journey** and resulting in the **insured person** or any of those persons having to return to the point of origin of such travel;
  - b) the **unexpected death, serious injury or serious sickness** of a **relative**, business partner or co-director of the **insured person** (provided that all such persons are under the age of one hundred (100) years) occurring after the commencement of the **journey** and resulting in the **insured person** having to return to the point of origin of such travel. **We** will also pay for the return of the **insured person** so he/she can continue with his/her **journey**.
2. **We** will also pay reasonable travel and accommodation expenses as certified necessary by **doctor**, of up to two **relatives** or accompanying persons of the **insured person** who, as a result of the **insured person's injury or sickness**, are required to travel to, or remain with **the insured person**.

### Section 1 – Specific Definitions

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

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

**Unexpected death** means death which occurs fortuitously and does not include the death of a terminally ill Person unless the death is caused by any other reason.

### Section 1 – Additional Benefits

#### 1. Bed Confinement

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

#### 2. Trauma Counselling

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

#### 3. Funeral Expenses and Return of Mortal Remains

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

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

### Section 1 – Exclusions

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

**We** shall not be liable for any costs incurred:

- a) that are recoverable from any other source;
- b) for medical expenses within **your country of residence**, except where permitted by Health legislation;
- c) where a **journey** is undertaken against a **doctor's** advice or for the purpose of seeking medical treatment overseas, or the **insured person** is not fit to travel;
- d) for expenses incurred for treatment which is known to be required during the Journey by the Insured Person, including any routine medical, optical or dental consultation or treatment or medication.

## Section 2 – Cancellation, Curtailment and Loss of Deposits

### Cancellation and Curtailment

Should an **insured person**, whilst on a **journey** incur a loss of travel arrangements paid in advance by the **insured** or the **insured person**, or the **insured** or **insured person** incurs reasonable additional expenses following the necessary cancellation, alteration, or curtailment of the **insured person's** travel, **we** will reimburse the **insured person** up to the amount shown on the **schedule** due to:

- a) the unexpected death, **injury**, incapacity, or quarantine of an **insured person** or any **accompanying** person;
- b) the **insured person** having to return to their **country of residence** due to the unexpected death or **serious injury** or **serious sickness** of an **insured person's relative, close business associate** or **accompanying** person providing that such person is under one hundred (100) years of age and whose treating **doctor** recommends such travel.;
- c) the loss of passport and/or travel documents; or
- d) any other unforeseen circumstances outside the control of the **insured** or **insured person**.

### Loss of Deposits

If an **insured person**, prior to beginning a **journey** incurs a loss of travel arrangements paid in advance by the **insured** or the **insured person**, **we** will reimburse the **insured** or the **insured person** up to the amount shown on the **schedule** provided that the loss was due to:

- a) the unexpected death, **injury**, incapacity, or quarantine of an **insured person** or any **accompanying** person;
- b) the **insured person** having to cancel their travel due to the unexpected death or **serious injury** or **serious sickness** of an **insured person's relative, close business associate** or **accompanying** person providing that such person is under one hundred (100) years of age; any other unforeseen circumstances outside the control of the **insured** or **insured person**.

### Reward Points

If the travel or accommodation covered by Section 2 has been purchased through frequent flyer or similar reward points and the airline ticket other travel or accommodation expense is subsequently cancelled or curtailed as a result of an unforeseen circumstance outside the control of the **insured person**, **we** will reimburse the lowest available retail price for those tickets or bookings at the time they were issued up to the amount shown in the **schedule**, provided the reward points are not recoverable from any other source.

### Overbooked Flight

Should an **insured person**, be denied boarding on a confirmed scheduled flight due to overbooking, and no alternative transport is made available within eight (8) hours of the scheduled departure, **we** will pay up to \$2,500 for alternative travel arrangements, provided the **insured person** has not been compensated by the air carrier or any other third party.

## Section 2 – Exclusions

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

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

- a) carrier caused delays where the expenses are recoverable from the carrier;
- b) any costs incurred where they are recoverable from any other source;
- c) any changes in plans or disinclination to travel on the part of the **insured person**;
- d) any costs incurred due to cancellation, alteration or curtailment where the **insured person** was aware prior to booking that the travel or accommodation services may be cancelled, altered or curtailed for any reason;
- e) any loss arising out of business or contractual obligations of **you** or the **insured person** or any other person;
- f) the inability of any travel provider, wholesaler or agent to fulfil arrangements due to the deficiency in required numbers of travellers to participate in the **journey**;
- g) the death of a **relative** or **accompanying** person with a known short life span.

## Section 3 – Personal Liability

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

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

### Conditions applying to this section

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

## Section 3 – Additional Benefit

### Court Attendance

If the **insured person** is required to attend court in connection with an event that has resulted in a valid claim under this section, **we** will pay the **insured person** \$100 per day for each day he or she is required attend court, up to a maximum amount of \$1,000.

## Section 3 – Exclusions

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

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

- a) relating to bodily **injury** to an **insured person**, or any **relative** normally residing with them;

- b) for bodily **injury** to an **insured person** or any **employee** arising out of the course of their employment;
- c) for loss of or damage to property owned by or in control of the **insured person**;
- d) any damage or loss arising out of the ownership, use or possession of any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft by **you** or an **insured person**;
- e) for any loss or damage or bodily **injury** arising as result of the **insured person's** business, trade or profession or professional advice given by **you** or the **insured person**;
- f) for any liability arising under any contract unless such liability would have arisen in the absence of such contract; or
- g) for any liability for exemplary, punitive or aggravated damages.

#### **Section 4 – Personal Accident**

##### **Injury**

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

- a) the **insured event** occurs whilst the **insured person** is on a **journey** during the **insurance period**; and
- b) an amount is shown on the **schedule** against the relevant Table for that **insured event**.

##### **Sickness**

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

- a) the **insured event** occurs whilst the **insured person** is on a **journey** during the **insurance period**; and
- b) an amount is shown on the **schedule** against the relevant Table for that **insured event**.

#### **Table 1 – Lump Sum Benefits**

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

Cover only applies under Table 1 if the **insured event** occurs within twelve (12) months of the date of **injury**.

**Table of Insured Events – Table 1**

<p style="text-align: center;"><b>Insured Events</b></p>	<p style="text-align: center;"><b>Benefit</b> As a percentage of the amount as shown against the <b>schedule</b> for Table 1 – Lump Sum <b>benefits</b></p>
1. <b>Accidental Death</b>	100%
2. <b>Permanent total disablement</b>	100%
3. <b>Permanent</b> and incurable paralysis of all <b>Limbs</b>	100%
4. <b>Loss</b> of sight of both eyes	100%
5. <b>Loss</b> of sight one (1) eye	100%
6. <b>Loss</b> of one or more <b>Limbs</b>	100%
7. <b>Permanent</b> and incurable insanity	100%
8. <b>Loss</b> of the lens of both eyes	100%
9. <b>Loss</b> of the lens of one (1) eye	60%
10. <b>Loss</b> of hearing in both ears	100%
11. <b>Loss</b> of hearing in one (1) ear	20%
12. Third degree burns resulting in disfigurement which covers more than 40% of the entire body	80%
13. <b>Loss</b> of four fingers and thumb of either <b>hand</b>	80%
14. <b>Loss</b> of four fingers of either <b>hand</b>	50%
15. <b>Loss</b> of one thumb (two (2) joints) of either <b>hand</b> - each	30%
16. <b>Loss</b> of one thumb (one (1) joint) of either <b>hand</b> - each	15%
17. <b>Loss</b> of one finger (three (3) joints) of either <b>hand</b> - each	15%
18. <b>Loss</b> of one finger (two (2) joints) of either <b>hand</b> -each	10%
19. <b>Loss</b> of one finger (one (1) joint) of either <b>hand</b> - each	5%



**Table of Insured Events – Table 1**

20.	<b>Loss</b> of all toes of either <b>foot</b>	15%
21.	<b>Loss</b> of great toe (two (2) joints) of either <b>foot</b>	5%
22.	<b>Loss</b> of great toe (one (1) joint) of either <b>foot</b>	3%
23.	<b>Loss</b> of toes, other than great toe, of either <b>foot</b> - each Toe	1%
24.	<b>Fractured</b> leg or patella with established non union	10%
25.	Shortening of a leg by at least 5cm	7.5%
26.	<b>Permanent total disablement</b> not otherwise provided for under <b>insured events</b> 9 and 11-25 inclusive.	Such a percentage of the amount showing against the <b>schedule</b> as <b>we</b> shall in <b>our</b> absolute discretion determine and being in <b>our</b> opinion consistent with the <b>benefits</b> provided under <b>insured events</b> 9 and 11-25 inclusive. The maximum amount payable is 75% of the amount showing on the <b>schedule</b> against Table 1 Lump Sum <b>benefits</b> .

**Table 2 – Surgical Lump Sum Benefits - Injury Resulting In Surgery**

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

Cover only applies for an **insured event** under Table 2 if:

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

**Table of Insured Events – Table 2**

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

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

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

Cover only applies for an **insured event** under Table 3 if:

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

### Table of Insured Events – Table 3

Insured Events	Benefits As a percentage of the amount shown against the <b>schedule</b> for Table 3 – Lump Sum <b>Benefits</b> - Sickness Resulting In Surgery
32. Open heart Surgical procedure	100%
33. Brain surgery	50%
34. Abdominal surgery carried out under general anaesthetic	50%
35. Any other surgical procedure carried out under a general anaesthetic	5%

### Table 4 – Weekly benefits – Injury

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

Cover only applies for an **insured event** under Table 4 if;

- a) the **excess period** has been served by the **insured person**; and
- b) the **injury** results directly in the **insured event** which must occur within twelve (12) months of the date of the **injury**.

All **benefits** under Table 4 are subject to the **benefit period**, **excess period** and percentage of **salary** shown on the **schedule**. No **benefit** shall be payable in excess of the percentage of **salary** shown on the **schedule**.

**Table of Insured Events – Table 4**

Insured Events	Benefits
36. <b>Temporary Total Disablement</b>	During such disablement, the Weekly <b>benefit</b> shown on the <b>schedule</b> against Table 4, Weekly <b>benefits – injury</b> , but not exceeding the <b>salary</b> of the <b>insured person</b> .
37. <b>Temporary Partial Disablement</b>	a) If the <b>insured person</b> returns to work in a reduced capacity, The <b>benefit</b> amount payable shall be the difference between the <b>benefit</b> payable for Event 36 and the <b>salary</b> of the <b>insured person</b> ; or b) If the <b>insured person</b> does not return to work, The <b>benefit</b> payable shall be 25% of the <b>benefit</b> payable for Event 36.

**Table 5 – Weekly Benefits – Sickness**

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

Cover only applies for an **insured event** under Table 5 if:

- a) the **excess period** has been served by the **insured person**; and
- b) the **sickness** results directly in the **insured event**, which must occur within twelve (12) months of the date of the first manifestation of the **sickness**.

All **benefits** under Table 5 are subject to the **benefit period**, **excess period** and percentage of **salary** as shown on the **schedule**. No **benefit** shall be payable in excess of the percentage of **salary** as shown on the **schedule**.

**Table of Insured Events – Table 5**

Insured Events	Benefits
38. <b>Temporary Total Disablement</b>	During such disablement , the Weekly <b>benefit</b> shown on the <b>schedule</b> against Table 5, Weekly <b>benefits – sickness</b> , but not exceeding the <b>salary</b> of the <b>insured person</b>
39. <b>Temporary Partial Disablement</b>	a) If the <b>insured person</b> returns to work in a reduced capacity, The <b>benefit</b> payable shall be the difference between the <b>benefit</b> payable for Event 38 and the <b>salary</b> of the <b>insured person</b> ; OR b) If the <b>insured person</b> does not return to work, The <b>benefit</b> payable shall be 25% of the <b>benefit</b> payable for Event 38

**Table 6 – Fractured Bones Benefits - Injury**

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

Cover only applies for an **insured event** under Table 6 if the **injury** results directly in the **insured event**.

More than one **benefit** can be claimed for **insured events** arising out of any one accident, up to a combined maximum **benefit** any one accident as shown on the **schedule** against Table 6 – **Fractured Bones Benefits – Injury**.

**Table of Insured Events – Table 6**

<p style="text-align: center;"><b>Insured Events</b> <b>Fracture of:</b></p>	<p style="text-align: center;"><b>Benefits</b> As a percentage of the Sum shown against the <b>schedule</b> for Table 6 – Fractured Bones</p>
40. Neck, skull, or spine (complete fracture)	100%
41. Hip , pelvis	75%
42. Shoulder blade	50%
43. Collarbone, upper leg	30%
44. Upper arm , kneecap, forearm, elbow	25%
45. Lower leg, jaw, wrist, cheek , ankle, <b>hand, foot</b>	20%
46. Rib	10%
47. Finger, thumb, toe	7.5%

**Table 7 – Dental Benefits - Injury**

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

Cover only applies for an **insured event** under Table 7 if the **injury** results directly in the **insured event**, which must occur within twelve (12) months of the date of the **injury**.

The maximum **benefit** payable with respect to any one **injury** shall be \$250 per **tooth** up to a maximum of \$1,000 unless otherwise shown on the **schedule** against Table 7 Dental **benefits – Injury**.

**Table of Insured Events – Table 7**

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

**Section 4 – Additional Benefits**

**1. Specified Sickness**

If during the **insurance period** and whilst the **insured person** and on an overseas **journey**, the **insured person** dies within the first thirty-one (31) days of the **journey** solely and directly as a result of a **specified sickness**, we will pay a benefit of \$50,000 or the lesser amount stated in the **schedule**.

We shall not pay a **benefit** with respect to:

- a) any **pre-existing condition** or any **specified sickness** as a side effect or related to a **pre-existing condition**;
- b) or with respect to a **policy** that is for an **insurance period** of more than 12 months;
- c) childbirth, pregnancy or any complications thereof;
- d) a journey within the **insured person’s country of residence** or where the **journey** did not originate from Australia or New Zealand;
- e) any person aged 65 years or over.

**2. Corporate Image/Brand Protection**

If during the **insurance period** one or more **insured persons** suffers an **injury** resulting in a valid claim or claims for **insured events** 1 or 2 in Table 1, and it is determined by **us** that the results of these **insured events** would harm the **insured’s** corporate brand or image, **we** will reimburse **you** for costs (excluding **your** own internal costs) actually incurred to engage the services of public relations consultants, including the distribution of information through various media to protect the **insured’s** brand or image. Any costs must be incurred within fifteen (15) days of the **insured event** and must be agreed to by **us** in our absolute discretion, with a signed undertaking that if the **insured event** is not covered under the **policy** this **benefit** will be returned to **us**. The maximum amount **we** will pay for this **benefit** is \$15,000.

**3. Disappearance**

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

#### 4. Escalation of Weekly Benefit

After payment of the **benefit** amount under **insured events** 36, 37, 38, or 39 continuously for twelve (12) months, and again after for each subsequent period of twelve (12) months for which a **benefit** is payable the **benefit** will be increased by five percent (5%) per annum on a compound basis.

#### 5. Exposure to the elements

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

#### 6. Guaranteed Payment

If an **insured person** sustains an **injury** or suffers a **sickness** for which **benefits** are payable under Events 36 or 38, and upon receipt of proper medical evidence from a **doctor** certifying that the total period of **temporary total disablement** will be a minimum of twenty-six (26) weeks, **we** will immediately pay twelve (12) weeks **benefits** as provided for in the **schedule**.

#### 7. Re-imbusement of professional or membership fees.

On the occurrence of any of **insured events** 1 - 8, 10, 36 or 38, and where an **insured person** will no longer reasonably derive any **benefit** from membership of a professional association, union, industry body or similar organisation directly related to their employment, **we** will reimburse the **insured person**, on a pro rata basis from the date of **injury** or **sickness** for a maximum of two (2) memberships, upon actual receipt of tax invoices up to a maximum amount of two hundred and fifty dollars (\$250) per membership.

#### 8. Return to work assistance

On the occurrence of **insured events** 36, 37, 38, or 39, **we** will reimburse expenses incurred for participation in a return to work program, retraining program, or rehabilitation program by the **insured person**, provided that such participation is undertaken with **our** written consent and the agreement of the **insured person's doctor**. This **benefit** will be limited to the actual costs incurred by the **insured person** not exceeding ten thousand dollars (\$10,000) in total.

#### 9. Transport to and from work benefit

On the occurrence of **insured events** 37 or 39 and in the event that an **insured person** requires transportation assistance in order to get to and from his or her usual place of employment due to his or her disablement, **we** will refund upon receipt of tax invoices, reasonable actual transport costs to a maximum amount of \$25 (twenty-five dollars) per day for a maximum period of twelve (12) weeks. Transportation assistance must be provided by a licensed public transportation provider, such as a taxi, bus, train, tram, ferry operator or the like. The provider of the transportation cannot be someone who is either related to, or lives with the **insured person**.

### Section 4 – General Conditions

These general conditions apply to section 4 in addition to the general conditions applying to all sections of the **policy**.

- a) Any **benefit** payable for **insured events** 1-26 will be reduced by any **benefit** paid or payable for **insured events** 36 and 37 in respect of the same **injury**.
- b) No weekly **benefits** will be payable for **insured events** 36, 37, 38 or 39 greater than one hundred and fifty six (156) weeks in total in respect of any one **injury** or **sickness**, except for **insured persons** who have attained the age of 65 Years where the maximum **benefit period** will be reduced to 52 weeks unless otherwise stated on the **schedule**.
- c) **Benefits** will not be payable for more than one of the **benefits** described in section 4, Table 2 for **insured events** 27 to 31 inclusive or in section 4, Table 3 for **insured events** 32 to 35 inclusive, in respect of any

one **injury** or **sickness**.

- d) Unless otherwise stated on the **schedule**, the **benefit** payable for **insured event 1**, with respect to an **insured person** aged eighty five (85) to one hundred (100) years of age is reduced to \$25,000.
- e) Unless otherwise stated on the **schedule**, **benefits** payable to **insured persons** under eighteen (18) years of age for **insured events 1-26** will be 10 percent (10%) of the lowest **benefit** stated in the table of benefits relating to **insured events 1-26**.
- f) **We** will pay one-fifth (1/5th) of the weekly **benefits** for each day of disablement where disablement lasts for less than a week after expiry of the **excess period** for **insured events 37 and 39**.
- g) The weekly **benefits** payable for **insured events 36, 37, 38 and 39**, will be reduced by:
  - 1. The amount of any other weekly **benefit** the **insured person** is entitled to receive under any statutory workers' compensation or transport accident compensation scheme or legislation; and
  - 2. Any insurance **policy** specifically covering the same risk; and
  - 3. The amount of any sick pay received or at the discretion of the **insured** any sick leave entitlement; and
  - 4. Any disability entitlement

The total **benefit** payable under the **policy** shall not exceed the percentage of **salary** of the **insured person** stated in the **schedule** against **insured events 36 and 38** and/or the **salary** of the **insured person**.

- h) If as a result of **injury** or **sickness**, **benefits** become payable under section 4 and, whilst the **policy** is in force, the **insured person** suffers a recurrence of **insured events 36, 37, 38 or 39** from the same **injury** or **sickness**, the subsequent period of disablement will be a continuation of the prior period unless, between such periods, the **insured person** has held full time work for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new **injury** or **sickness** and a new **excess period** shall apply.
- i) All weekly **benefits** will be paid monthly in arrears, except where the twelve (12) weeks guaranteed payment additional **benefit** in section 4 of this **policy** applies.
- j) All **benefits** shall be paid to **the insured person**, or, in the case of the **insured person's** death, to the **insured person's** legal personal representative.

#### Section 4 – Exclusions

These exclusions apply to section 4 in addition to the general exclusions applying to all sections of the **policy**.

- a) We shall not be liable for any **benefits** which are directly or indirectly related to a **pre-existing condition**.
- b) **Benefits** will not be payable for more than one of the **insured events 1-26** arising out of the same **injury**. In that event, the highest **benefit** applicable will be payable.
- c) No **benefits** are payable for **insured event 2, 36, 37, 38 or 39** for any **insured person** over the age of seventy five (75) years.
- d) No cover is provided for **insured events 38 or 39** with respect to any **sickness** which is wholly or partly attributable to childbirth or pregnancy except for unexpected medical complications or emergencies arising from it.



## Section 5 – Kidnap, Ransom and Extortion

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

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

**We** will also pay:

- d) reasonable payment made by **you** to a person providing information which leads to the arrest of the individuals responsible for a **kidnap** or **extortion** covered under the **policy**;
- e) usual and customary transaction or loan costs charged by a financial institution for arranging money to be used for payment of **extortion/ransom monies**;
- f) reasonable additional travel and accommodation expenses incurred by **you** or an **insured person** as a result of a **kidnap** or **extortion** that were not part of the original travel budget;
- g) **salary** paid by **you** to an **insured person** or on behalf of an **insured person** who is the victim of a **kidnap** up to:
  - i) sixty (60) days after the release of the **insured person** from a **kidnap**;
  - ii) the confirmed date of the death during the period of the **kidnap** of the **insured person**;
  - iii) one hundred and eighty (180) days after **you** receive the last credible evidence that the **insured person** is still alive; or
  - iv) five (5) years from the date of the **kidnap**, if the victim has not been released.
- h) costs incurred in reuniting the **insured person** with his or her immediate family upon his or her release and the travel costs of an **employee** to replace the **kidnap** victim. Travel costs will be at an economy fare and **we** will only meet one fare for any **insured person** and replacement person in any one **insurance period**;
- i) actual reasonable expenses of a qualified interpreter required by **you** or an **insured person** in the event of a **kidnap** or **extortion**; and
- j) any other reasonable and necessary expenses incurred by **you** with **our** prior approval in resolving a **kidnap** or **extortion** covered by the **policy**.

## Section 5 – Specific Definitions

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

**Extortion** means to intimidate 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.

## Section 5 – General Conditions

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

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

## Section 5 – Exclusions

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

**Benefits** shall not be payable for:

- a) any loss resulting from the surrender of property, personal belongings or money as the result of a physical face-to-face encounter involving the use of threat or force or physical violence unless such property, personal belongings or money are **extortion/ransom monies** being stored or transported for the purpose of paying an **extortion** or **kidnap** demand;
- b) any loss relating to the **kidnap** or **extortion** of an **insured person**, where the **insured person** is a permanent resident of , or has stayed for more than one hundred and eighty (180) consecutive days in, the country where the **kidnap** or **extortion** occurs;
- c) any monies in excess of \$250,000 with respect to a **kidnapping** occurring in Mexico or any country located in Central or South America;
- d) any monies by way of reimbursement where, with respect to the particular **insured person**:
  - i) this type of Insurance has been declined, cancelled or issued with special conditions in the past;
  - ii) a **kidnapping** or attempted **kidnapping** has occurred in the past;
  - iii) an **extortion** demand has been made against that **insured person** in the past;

## Section 6 – Global Rescue and Evacuation

1. If an **insured person** is on a **journey** outside their **country of residence** and during the **insurance period** and
  - a) after the **insured person** has arrived in the country or region and it is unsafe for the **insured person** to remain in the country or region, due to a threat to the **insured person's** safety caused by:
    - i) insurrection, war, rebellion, civil unrest or political instability, or

- ii) a major natural disaster, or
- b) the Australian Government through the Department of Foreign Affairs and Trade (DFAT), issues a travel warning recommending that certain categories or persons (which include the **insured person**) should leave that country, or
- c) it is advised or requested by officials of that country for the **insured person** to leave a foreign country; or
- d) the **insured person** is expelled or declared persona non grata from that country, or
- e) there is wholesale seizure, confiscation or expropriation of the **insured person's** property, plant or equipment in that country

**We will pay**

- i) the cost of an economy class airfare for the **insured person's** return to his or her **country of residence** or the nearest place of safety, and
- ii) the **insured person's** reasonable accommodation costs up to a maximum of \$250 per day for a period not exceeding 14 days, if the **insured person** is unable to return to his or her **country of residence**.

### Section 6 – General Conditions

These general conditions apply to section 6 in addition to the general conditions applying to all **sections** of the **policy**:

- a) If an **insured person** is required to leave the country they are travelling in, DUAL Assist must be contacted beforehand to confirm cover. Where possible DUAL Assist will make the travel arrangements and in all cases, **we** will decide where to send the **insured person**.
- b) The maximum amount **we** will pay for all claims made under section 6 during the **insurance period** by all **insured persons** shall not exceed the **limit of liability** shown in the **schedule** against section 6.

### Section 6 – Exclusions

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

**We will not pay any benefits:**

- a) if **you** or the **insured person** violate the laws or regulations of the country from which the rescue or evacuation is to occur;
- b) if **you** or the **insured person** fail to maintain immigration, work, residence or similar visas, permits or other similar authorisations;
- c) due to debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause; if **you** or an **insured person** breach any contractual obligations or bond to or fail to comply with any conditions in a licence, permit, visa or any similar authorisation;
- d) the **insured person** being evacuated from their **country of residence**;
- e) if the **events** that necessitated the **insured person's** evacuation were in existence or had already occurred before the **insured person** entered the country or its occurrence being foreseeable to a reasonable person before the **insured person** entered the country;

- f) the **insured person** has remained in country after a travel warning which recommends that travellers should leave the area and such warning or recommendation has been ignored.

### Section 7 – Alternative Employee and Resumption of Assignment

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

- a) sending a replacement **employee** to complete the assignment or business activities of the **insured person**; or
- b) the necessary and reasonable costs for returning the **insured person** to recommence their business activities or assignment within ninety (90) days of returning to Australia or their **country of residence** as result of their claim being admitted and accepted under section 1. If as a result of an **insured person** suffering an unexpected death whilst on a **journey** during the **insurance period** **we** will pay the necessary and reasonable costs up to the amount shown on the **schedule** for sending a replacement **employee** to complete the assignment or business activities of the **insured person**.

### Section 7 – General Conditions

These general conditions apply to section 7 in addition to the general conditions applying to all sections of the **policy**.

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

### Section 7 – Exclusions

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

**We** shall not pay any **benefits**:

- a) where travel is undertaken against the advice of a **doctor**; or
- b) for costs that had been necessarily paid, budgeted for or incurred by the **insured** or **insured person** prior to commencement of a **journey** as part of the original travel budget for that **journey**.

### Section 8 – Global Response Emergency Assistance

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

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

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

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

### Medical Assistance

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

### Travel Assistance

- ❖ Assistance with replacing lost or stolen passports, tickets, credit cards or other travel documents
- ❖ Assistance with lost, stolen or delayed luggage
- ❖ Cash Advances where approved
- ❖ Assistance with rerouting of flights and itineraries due to delays or cancellations
- ❖ Access to International legal assistance
- ❖ Able to assist non-Insured Persons in the event of a travel related incident
- ❖ Arrange payment for accompanying Family members in the event of an emergency
- ❖ Informed communication between relevant parties in the event of an emergency
- ❖ Escort minors in the event of an Emergency
- ❖ Assistance with claims submission
- ❖ Translators or Interpreters available where necessary

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

### Hire Car Excess and Return of Hire Car

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

- a) the excess applying to the rental/hire agreement for the **hire car** or actual repair costs if lower than the excess;
- b) the actual costs incurred by an **insured person** for the return of a **hire car** up to a maximum \$1,000 should the **insured person** be unable to fulfil their contractual obligations in returning a **hire car** due to unforeseen circumstances that give rise to a covered claim under any section of the **policy**.

### Own Car Cover

If an **insured person** uses their own vehicle and that vehicle is damaged in a collision with another vehicle whilst under the control of the **insured person** we will reimburse the **insured person** for:

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

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

- i) up to \$2,000 for a) and b) above as a combined maximum limit; and
- ii) up to \$2,500 for c)
- iii) up to a maximum of the amount shown on the **schedule**

### Section 9 – General Conditions

These general conditions apply to section 9 in addition to the general conditions applying to all sections of the **policy**.

- a) The **insured person** must take out all comprehensive **hire car** insurance for loss or damage as offered by the rental/hire company except the excess buyback if the **benefit** shown in the **schedule** is higher than the excess on the **hire car** insurance for the duration of the rental period.
- b) The **insured person** must hold a valid driver's licence for the country in which the motor vehicle or **hire car** is to be driven.
- c) No **benefits** are payable under own car **benefit** unless:
  - i) the vehicle is involved in a vehicle to vehicle collision;
  - ii) the collision occurs while the motor vehicle is being used for the business purposes of the **insured** on a **journey** during in the **insurance period**;
  - iii) the **insured person** was in control of the motor vehicle at the time of the collision; and
  - iv) the motor vehicle was comprehensively insured at the time of the collision.

### Section 9 – Exclusions

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

**We** will not pay any **benefits** under section 9:

- a) if the **hire car** is used for an illegal or criminal purpose;
- b) if the **hire car** is being driven by or is under the control of an **insured person** whilst the **insured person** or any person driving the vehicle with the consent of the **insured person** is under the influence of alcohol in excess of the prescribed legal limit or is affected by any prescribed or illegal drug or similar substance;

- c) if the **hire car** or the **insured person's** own motor vehicle is used on any roadway other than which is suitable for two wheel drive vehicles;
- d) if the **hire car** is used in violation of the terms and conditions of the hire/rental agreement or the **hire car** or the **insured person's** own motor vehicle is used in breach of the terms and conditions in the comprehensive motor vehicle insurance contract relating to that vehicle;
- e) in excess of the **benefit** shown in the **schedule**.

### Section 10 – Missed Transport Connection

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

### Section 10 – Exclusions

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

We will not pay any **benefits**:

- a) where the missed transport connection is due to any personal, business or employment commitment, or financial obligation of the **insured person** or any other person; or
- b) for the failure of any tour operator, carrier, or wholesaler to fulfil any travel arrangements due to a deficiency in the required number of travellers to commence the travel.

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

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

### Section 11 – Specific Definitions

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

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

- a) Travel documentation such as passports, visas, drivers licence, birth certificates, insurance documents;
- b) **Electrical goods**;
- c) Clothing, accessories and other wearable items, toiletries, and other related personal items.

**Money** means coins, bank notes, money orders, travellers cheques, cheques, and credit or debit cards.

## Delayed Luggage and Personal Effects

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

### Section 11 – Conditions

These conditions apply to section 11 in addition to the general conditions applying to all sections of the **policy**.

- a) Cover for **money** shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the **journey** whichever is the later, and ends 72 hours after the **insured person's** arrival back in his or her **country of residence**
- b) The **insured person** shall take all reasonable steps to for the safety and protection and supervision of any **luggage and personal effects**, or **money**;
- c) Any loss of property must be substantiated by receipts or proof of purchase of articles claimed for, and withdrawal confirmation for any **money** lost or stolen;
- d) Any loss through theft or loss by a third party must be substantiated with police reports in the case of theft or written reports from the carrier or other party responsible for the loss must be provided to **us** as soon as possible after the loss;
- e) Where any payment is made under this section **we** shall be entitled, as **we** see fit, to take and keep possession of any property for which a claim has been paid;
- f) The maximum amount **we** will pay for any one item, set or pair of items is the amount shown in the **schedule** under any one item limit.

### Section 11 – Exclusions

These exclusions apply to section 11 in addition to the general exclusions applying to all sections of the **policy**.

We will not pay **benefits** under section 11 for:

- a) damage or loss is as a result of electrical or mechanical breakdown of any item;
- b) damage or loss of any software or electronic data;
- c) scratching or damage to fragile or brittle items as a result of negligence by the **insured person**;
- d) damage or loss arises from wear and tear , deterioration , atmospheric or climatic conditions , insect, rodents, vermin, mould or any cleaning restoration or alteration process;
- e) any **luggage and personal effects** and or **money** that is shipped under a freight agreement , or items sent by postal or courier services, or given to someone else other than an **accompanying** person;
- f) in respect of **money**:
  - i) where losses are due to devaluation of currency;
  - ii) left unattended unless securely locked inside a building or securely locked out of sight within a motor vehicle;



- g) loss or damage arising out of confiscation by customs officers or other authorities;
- h) in respect of Electrical Goods:
  - i) unless securely locked inside a building or securely locked out of sight within a motor vehicle. This however does not apply where the **insured person** leaves such property temporarily unattended on a conveyance and takes all reasonable steps to safeguard the property;
  - ii) unless accompanying an **insured person** as personal cabin **luggage**;
- i) loss arising from any mobile telephone contractual obligation;
- j) any goods intended for trade or sale. However, this exclusion does not apply to any such goods up to a maximum combined value of \$1,000.
- k) household furniture and appliances and non portable business property, computers or electronic equipment.

## **Section 12 – Hijack and Detainment**

### **Hijack**

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

### **Detainment**

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

### **Legal Expenses**

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

## **Section 12 – Specific Definitions**

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

**Hijack/hijacking** means the seizing of control of a **conveyance** on which the **insured person** is a passenger.

**Conveyance** means

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

## Section 12 – Exclusion

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

**We** shall not be liable for any **detention** attributable to the **insured person** breaking the law of any country or state.

## Section 13 – Extra Territorial Workers Compensation

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

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

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

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

## Section 13 – Limit of Liability

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

1. In the case of a claim for compensation benefits to the difference between the **benefits** payable in the **schedule** and the amount which the **insured person** or their dependents are entitled to claim under any workers' compensation insurance which **you** were required to effect as described above, but not to exceed the amounts shown on the **schedule**.
2. In the case of a claim for damages at common law, the difference between the damages and legal costs payable by **you** and the amount of indemnity to which **you** would have been entitled under any workers compensation insurance which **you** were required to effect as described above, but not to exceed the amounts shown on the **schedule**.
3. The **benefits** and **limits of liability** are amounts shown on the **schedule** and shall apply as follows:
  - i) weekly benefits limit is the limit of weekly compensation for each **insured person**;
  - ii) damages, costs and expenses limit is the aggregate damages in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more insured person's; and
  - iii) limit of liability is the maximum for all compensation (including weekly compensation), damages, costs and expenses for all occurrences, events and accidents occurring during any one (1) **insurance period**, whether involving one (1) or more **insured person's**.

## Section 13 – Conditions

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

## Section 13 – Exclusions

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

## Section 14 – Benefits at Home

### 1. Accidental Death of a Spouse/Partner

If whilst the **insured person** is on a **journey** during the **insurance period** the **spouse/partner** of the **insured person** suffers **accidental death** in Australia **we** will pay the **insured person** a sum of \$25,000.

### 2. Financial Planning Advice

If while on a **journey** during the **insurance period** an **insured person** dies or becomes entitled to payment of a **benefit** for any **insured event** from 2 to 10 (inclusive) in Table 1 under Section 4, Personal Accident, **we** will pay up to \$10,000 for actual costs incurred by the **insured person**, or their **spouse/partner** to seek independent financial planning advice in the event the **insured person** can no longer perform their current duties for the **insured**. Advice must only be provided by someone that is not related to the **spouse/partner** or the **insured person** and who is licensed or authorised under the Corporations Act 2001 (C'th) to offer such advice.

### 3. Home Burglary Benefit

If whilst an **insured person** is on a **journey** during the **insurance period** he or she is the victim of a burglary from his or her home, **we** will contribute to any home contents insurance policy excess payment up to a maximum amount of \$ 2,000.

Conditions applying to Home Burglary **Benefit**

- a) The home contents must be comprehensively insured at the time of the burglary and the burglary claim must be accepted by the **insured person's** home contents insurer and written confirmation of such acceptance provided to **us**.
- b) A supporting police report must also be supplied to **us**.

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

### 4. Identity Theft

Should an **insured person** be a victim of identity theft whilst on a **journey** during the **insurance period** as a result of the theft of documents **we** will indemnify the **insured person** for reasonable legal and other expenses necessarily incurred with **our** consent, up to an aggregate maximum of \$20,000 for:

- a) pursuing closure of , accounts, credit facilities or other facilities or commitments;
- b) resubmitting applications for loans , grants , other credit or debit instruments that are rejected solely as a result of the lender receiving incorrect information as the result of identity theft;
- c) notarising affidavits or other similar documents, amending or rectifying records in regard to the **insured persons** true name or identity as the result of identity theft:
- d) to defend any suit brought against the **insured person** by creditor or collection agency or the other

entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of identity theft;

- e) to remove any civil judgment wrongfully entered against the **insured person** as a result of identity theft.

#### **Identity Theft - Keys and Locks**

**We** will reimburse up to \$2,500 of the costs actually incurred for the replacement of keys and locks if an **insured person's** keys are stolen at the same time as the theft of the **insured person's** identity documents.

We will not pay any identity theft **benefits** for:

- a) any loss arising out of purchases, misrepresentations, contractual obligations, liabilities or charges in relation to identity theft;
- b) any identity theft that has not been reported to the police, or for which a police report cannot be provided; or

any identity theft that does not occur within twelve (12) months from the date the **insured person's** documents were stolen.

#### **5. Spouse/Partner re-training Benefit**

If whilst on a **journey** during the **insurance period**, an **insured person** dies or suffers **permanent total disablement** as the result of **injury**, **we** will pay a sum of up to \$10,000 for actual costs incurred for either training or retraining of the **insured person's spouse/partner** to seek, gain or improve their prospects of employment, or improve the skills required to care for the **insured person**.

Conditions applying to **spouse/partner** re-training **benefit**

- a) The **spouse/partner** must be under the age of 65 at the commencement of the training
- b) The training must be carried out by a recognised provider of such training; and

The costs must be incurred within 24 months of the date of **injury** or death.

#### **6. Surviving Children Benefit**

If an **insured person** dies as a result of **injury** whilst on a **journey** during the **insurance period** **we** will pay \$5,000 per **dependant child** up to a maximum \$15,000 in the aggregate for all **dependant children**.

#### **General exclusions applying to all Sections of the Policy**

The following general exclusions apply and no **benefits** are payable under any section of the **policy** for any loss resulting from or arising out of:

- a) **injury** or **sickness** which is intentional, deliberate, self-inflicted or caused by an **insured person**, including suicide or attempted suicide, whether sane, insane or under any mental distress;
- b) any criminal or illegal act committed by an **insured person**;
- c) **war**, **civil war**, invasion, act of foreign enemy, rebellion, revolution, insurrection or military or usurped power in Australia or an **insured person's country of residence**, or any of the following countries: Afghanistan, Iraq, Israel, Somalia or Sudan;
- d) an **insured person** piloting aircraft;
- e) an **insured person** participating, training or taking part in professional sports of any kind;

- f) the use of and in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination;
- g) a sexually transmitted disease or infection, including but not limited to Acquired Immune Deficiency Syndrome (AIDS) disease or Human Immunodeficiency Virus (HIV) infection;
- h) payments of any **benefits** which would constitute the carrying on of “health insurance business” as defined under any Commonwealth health legislation and regulations.
- i) payments of such claim or provision of such **benefit** that trade or economic sanctions or other laws or regulations prohibit **us** from providing the insurance.

### General conditions applying to all sections of the policy

#### 1. Aggregate limit of liability applicable to all sections of the policy excluding sections 1, 2 and 3

**We** shall not be liable to pay any **benefits** under the **policy** (excluding **benefits** payable under sections 1, 2 and 3 in excess of the **aggregate limit of liability**. If this amount is not adequate to pay all claims in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **aggregate limit of liability**.

#### 2. Sublimit of liability applicable to all sections of the policy

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

#### 3. Limit of Liability applicable to sections 5, 6 and 13

**We** shall not be liable to pay any **benefits** in excess of the **limits of liability** respectively shown against sections 5, 6 and 13 for all claims made under each of those sections during the **insurance period**. If this amount is not adequate to pay all claims under such section in the **insurance period** in full, then **we** will reduce the **benefit** payable to each **insured person** proportionately, so that the total of all payments does not exceed the **limit of liability** shown in the **schedule**.

#### 4. Limit of Liability applying to claims resulting from War or Civil War

**We** shall not be liable to pay any **benefits** under the **policy** in excess of \$100,000 for all claims arising out of any one event or in excess of \$500,000 in the aggregate for all claims arising under the **policy** during the **insurance period**.

#### 5. Age Limit for Cover

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

#### 6. Excess

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

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

#### 7. Currency

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

## 8. Governing Law and Jurisdiction

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

## 9. Co-operation

- a) **You** or any **insured person** will frankly and honestly provide **us** with all information and assistance required by **us** and or **our** representatives appointed by **us** in relation to any claim or loss. Any unreasonable failure to comply with this obligation may entitle **us** to deny cover for the claim or loss, in whole or part.
- b) **You** or any **insured person** will do all things reasonably practicable to minimise **our** liability in respect of any claim or loss.

## 10. Subrogation and Our right of recovery.

**We** can exercise any right of recovery held by **you** or any **insured person** to the extent of any **benefit** payable under the **policy**. **You** or any **insured person** must not do anything that reduces such rights, and **you** or any **insured person** must provide **us** with all reasonable assistance to **us** in pursuing such rights. If **you** or any **insured person** have agreed to not to seek compensation from another source that is liable to compensate **you** or any **insured person** in regards to a **benefit** payable under the **policy**, **we** will not cover **you** or any **insured person** under the **policy** for that loss, damage or liability.

## 11. Other Insurance

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