



**Corporate Travel Insurance  
Policy Wording**

AFSL 511917

# Table of Contents

- Notices .....3
- General Definitions .....6
- Section 1 – Overseas Medical and Medical Evacuation Expenses.....9
- Section 2 – Fullerton Emergency Assistance Services ..... 12
- Section 3 – Personal Accident &Sickness ..... 12
- Section 4 – Baggage, Portable Electronic Equipment & Money..... 19
- Section 5 – Travel Disruption ..... 21
- Section 6 – Rental Vehicle Excess Waiver ..... 22
- Section 7 – Kidnap, Ransom, Extortion, Hijack & Detention..... 23
- Section 8 – Personal Liability ..... 26
- Section 9 – Extra Territorial Workers Compensation ..... 28
- Section 10 – Political Unrest & Natural Disaster Evacuation ..... 29
- Section 11 – Search & RescueExpenses ..... 30
- Section 12 – Additional Wellbeing..... 31
- Section 13 – Corporate Protection ..... 34
- General Exclusions ..... 35
- General Provisions ..... 36

## About Your Insurer

The insurance is issued by Precision Underwriting Pty Ltd, AFSL 511917, ABN 67 617 on behalf of certain underwriters at Lloyd's.

In this document, references to "We", "Us" and "Our" means the insurer.

## Notices

The information contained in this section is general information only and does not form part of your contract with us.

## Your Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty of disclosure under the Insurance Contracts Act 1984. The Act imposes a different duty the first time You enter into a contract of insurance with Us to that which applies when You vary, extend, or reinstate a contract. This duty of disclosure applies until a contract is entered into (or varied, extended, or reinstated as applicable).

### Your Duty of Disclosure When You Enter Into a Contract With Us For The First Time

When You answer Our specific questions that are relevant to Our decision whether to accept the risk of the insurance and on what terms, You must be honest and disclose to Us anything that You know and that a reasonable person in the circumstances would include in answer to the questions that are asked. It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by a contract.

### Your Duty of Disclosure When You Vary, Extend or Reinstate a Contract

When You vary, extend, or reinstate a contract with Us, Your duty is to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of the insurance and, if so, on what terms.

Your duty however does not require disclosure of a matter:

- that diminishes the risk to be undertaken by Us;
- that is common knowledge;
- that We know, or in the ordinary course of business as an insurer, should know;
- as to which compliance with your duty is waived by Us.

## Non-disclosure

If You fail to comply with Your duty of disclosure, we may be entitled to reduce Our liability under a contract of insurance in respect of a claim, cancel a contract of insurance or both.

If Your non-disclosure is fraudulent, we may also have the option of avoiding a contract from its beginning and treat it as if it never existed.

## Cooling-Off Period

You have the right to return the policy to Us within 14 days of the date that the cover is incepted. If you return the Policy during the cooling-off period, We will refund all of the Premium You pay for insurance under the Policy, less any duties or taxes payable. To do this You must advise Us in writing. You will not receive a refund if You have made a claim under the Policy during the cooling-off period.

## Privacy

Precision Underwriting is committed to protecting the privacy of the personal information You provide Us. Precision Underwriting collects, uses and retains Your personal information in accordance with the National Privacy Principles.

We need to collect the personal information on the applicable proposal form to consider Your application for insurance and to determine the premium (if Your application is accepted) when You are applying for, changing or renewing an insurance policy with Us. This information will also be used if You lodge a claim under Your policy. We may also need to request additional information from You in connection with your application or a claim. If You do not provide Us with this information, or any additional information We request, We may not be able to process Your application or offer You insurance cover or respond to any claim.

We may disclose the personal information we collect:

- (a) To our relevant employees involved in delivering our services;
- (b) If Your insurance broker collects this form from You, to that broker;
- (c) To facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- (d) To the insurance companies with whom we transact business;
- (e) To the Lloyd's Syndicates we represent (which are located in the United Kingdom);
- (f) To insurance reference bureau or credit reference bureau;
- (g) To reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where we do disclose the information as above the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities which may be located overseas. We may also be required to provide Your personal information to others for purposes of public safety and law enforcement and if required by law or by a law enforcement body to do so.

You may request access to Your personal information, and where necessary, correct any errors in this information (some restrictions and costs may apply). If You would like to access a copy of Your personal information or You wish to correct or update Your personal information, please contact us at [info@precisionunderwriting.com.au](mailto:info@precisionunderwriting.com.au).

By completing and returning a proposal form or providing Us with any additional information in connection with Your application, You agree to us using and disclosing your information as set out above. This consent to the use and disclosure of Your personal information remains valid unless you alter or revoke it by giving us written notice.

From time to time, we may use Your personal information to send You details of new insurance products or other insurance related information that may be of interest to You. If You do not wish to receive such information, please advise us on 61 (0)2 8537 3500.

## Code of Practice

### General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to [www.insurancecode.org.au](http://www.insurancecode.org.au)

## Enquiries

Any enquiry other than a claim, notice of an event which is likely to give rise to a claim, or a complaint relating to this Policy should be addressed to Precision Underwriting and should be sent to:

Precision Underwriting  
31 Willoughby Road  
TERRIGAL NSW 2260

E: [info@precisionunderwriting.com.au](mailto:info@precisionunderwriting.com.au)

W: [www.precisionunderwriting.com.au](http://www.precisionunderwriting.com.au)

## Complaints Procedures

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact Precision Underwriting Pty Ltd, attention Gail Hogan in the first instance:

Please send to:

Gail Hogan

Complaints Officer

Precision Underwriting

31 Willoughby Road

Terrigal NSW 2260

Email: [gail@precisionunderwriting.com.au](mailto:gail@precisionunderwriting.com.au)

Phone: 0449 602 026

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

If we cannot resolve your complaint to your satisfaction, we will escalate your matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited

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

Telephone: (02) 8298 0783

Post: Suite 1603 Level 16, 1 Macquarie Place, Sydney NSW 2000

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

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

Telephone: 1800 931 678

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

Post: GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Your complaint must be referred to AFCA within 2 years of the final decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

*Lloyd's Underwriters' General Representative in Australia  
Suite 1603  
Level 16  
1 Macquarie Place  
Sydney NSW 2000*

- who has authority to accept service on the Underwriters' behalf;
- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

In the event of a claim arising under this Insurance immediate notice should be given to:

Corporate Services Network (previously known as Fullerton Health Corporate Services)  
Level 10, 33 York Street  
Sydney NSW 2000  
E claims@csnet.com.au  
T +61 (0)2 8256 1770

## General Definitions

For the purpose of the Policy, the following important definitions apply when used in this document. Any word or expression to which a specific meaning has been given in any part of this document shall bear this meaning wherever it may begin with a capital letter:

### Accident

shall mean a sudden, violent, external and identifiable event that occurs during the Period of Insurance and which results solely, directly and independently of any other cause in an Injury that is unforeseen by the Insured Person.

### Accidental Death

shall mean the death of an Insured Person as a result of an Accident.

### Accompanying

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

### Civil War

shall mean a state of 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, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.

### Close Relative

means the Insured Person's Spouse or Partner, parent, parent-in-law, grandparent, stepparent, child, step-child, grandchild, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, fiancé(e), half-brother, half-sister, aunt, uncle, niece or nephew, provided such relatives reside in the person's Country of Residence and is at the relevant time not more than ninety (90) years of age.

## Country of Residence

means

- a) the country of which the person is a citizen or permanent resident (i.e. the holder of a multiple entry visa or permit which gives the person resident rights in such country); or
- b) the country in which the person is residing on an overseas expatriate assignment.

## Dependent Children

shall mean means an Insured Person's and/ or their Spouse/Partner's unmarried dependent children (including step or legally adopted children) as long as they are under nineteen (19) years of age, or under twenty five (25) years of age while they are full-time students at an accredited institution of higher learning and in either case, primarily dependent on the Insured Person for maintenance and support. It also means the Insured Person's and/or Spouse/Partner's unmarried children over nineteen years (19) of age who are physically or mentally incapable of self-support but only when on a Journey with the Insured Person.

## Doctor

shall mean means a person legally qualified and registered to practice medicine in Australia and who is a person other than the Insured Person, their relatives, business partners, shareholders or employees. Chiropractors, physiotherapists and alternative therapy providers are not regarded as a Doctor.

## Domestic Duties

shall mean the usual and ordinary Domestic Duties undertaken by someone as a homemaker and could include child-minding and home help services.

## Excess

means the first amount of each and every claim that is payable by the Insured or the Insured Person as stated on the Policy Schedule.

## Employee

shall mean any person in the Insured's service including any directors. Employee also includes any consultant, contractor, sub-contractor and/or self- employed person undertaking work on the Insured's behalf if stated as being included as Insured Persons on the Policy Schedule.

## Injury

shall mean a bodily injury resulting from an Accident which occurs during the Period of Insurance and is not a Sickness and which;

- (a) results in any of the Events set out in the Table of Events shown under Parts A, B, C, F and/or G within twelve (12) months of the Accident; and
- (b) results solely and independently of any other causes other than:
  - i. the Accident; and/or
  - ii. Sickness directly resulting from medical or surgical treatment rendered necessary by the Accident.

## Insured

shall mean the Insured specified on the Policy Schedule as the Insured.

## Insured Person

shall mean the such person or persons as described on the Policy Schedule, who are nominated by the Insured for insurance under this Policy and with respect to whom Premium has been paid or agreed to be paid.

## Journey

means the Journey described on the Policy Schedule and includes all;

- a) associated leisure travel and/or

- b) private leisure travel for the Insureds company directors, chief executive officer, chief financial officer, chief operating officer, company secretary and general manager and their Accompanying Spouse/Partner and/or Dependent Children, provided always that such travel involves an aerial flight or an overnight stay.

## Period of Insurance

shall mean the period stated on the Policy Schedule or such shorter time if the Policy is terminated.

## Policy

shall mean this Policy Wording, the Policy Schedule and any other documents such as endorsements that We may issue and advise will form part of the Policy.

## Policy Schedule

means the Policy Schedule attaching to and forming part of the Policy or any subsequently substituted Policy Schedule.

## Policy Wording

shall mean this document.

## Pre-existing Medical Condition

shall mean any illness, disease, syndrome, disability or other condition, including any symptoms which;

- (a) the Insured Person is aware or a reasonable person in the circumstance would be expected to have been aware; or
- (b) which the Insured Person has sought or received medical attention, undergone tests or taken prescribed medication;

in the twelve (12) months prior to them being covered under this Policy.

## Premium

means the Premium as shown on the Policy Schedule that is payable by the Insured in respect of this Policy.

## Professional Sport

shall mean any sport for which an Insured Person receives any fee or monetary reward as a result of their participation.

## Salary

shall mean the average weekly pre-tax income derived from personal exertion during the period of twelve (12) months immediately preceding the date of Temporary Total Disablement or Temporary Partial Disablement or during such shorter period as the Insured Person has been employed (or self-employed) in their occupation at the time the disability occurred; subject to:

- (a) in the case of an Employee remunerated by wages or salary, income includes any allowances that are payable to the Employee as part of the Employee's remuneration, whether in addition to the Employee's wage or salary or not, but does not include any bonuses, commissions, overtime payments or other allowances before any salary sacrifice deductions.
- (b) in the case of a self-employed person, income is net of business costs and expenses incurred in deriving that income.

## Serious Injury or Serious Sickness

means when applied to;

- a) an Insured Person, a condition other than pregnancy for which an Insured Person has not received regular treatment or advice prior to the commencement of a Journey, that causes Temporary Total Disablement (as defined in Section 1 of this Policy) and is certified as totally disabling by the attending Doctor.



- b) an Insured Person's Close Relative, business associate or travelling companion, a condition other than pregnancy for which the person has not received regular treatment or advice prior to the commencement of a Journey, which is certified as being dangerous to life by a Doctor and which results in the Insured Person's curtailment or cancellation of their Journey.

## Sickness

shall mean any illness, disease or syndrome suffered by the Insured Person, which is not a Pre-Existing Medical Condition, and which manifests itself during the Period of Insurance and which results in Temporary Total Disablement or Temporary Partial Disablement within twelve (12) months after manifesting itself.

## Spouse/Partner

shall mean the Insured Person's husband or wife living with the person or any person of either sex living in a defacto marital relationship with the person.

## Terrorism

shall mean any act, including, but not limited to, the use of force or violence, committed by any persons acting on behalf of or in connection with any organisation, creating serious violence against a person or serious damage to property or a serious risk to the health or safety of the public, undertaken to influence a government or civilian populace for the purpose of advancing a political, religious or ideological cause.

## Underwriter(s)

shall mean certain Underwriters at Lloyd's.

## Waiting Period

shall mean the period specified on the Policy Schedule during which no Benefits are payable by Us in relation to Section 1 - Part B or Part D (Weekly Benefits).

## War

shall mean a state of armed conflict, whether declared or not, between different nations, states, or armed groups using military force to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## We/Our/Us

Shall mean the Underwriters.

## You/Your

shall mean the Insured.

## Section 1 – Overseas Medical and Medical Evacuation Expenses

### Continuous Bed Confinement

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Injury or Sickness and as a direct result of that Injury or Sickness is Confined to Bed, We will pay the daily amount shown on the Policy Schedule against Section 1 – Continuous Bed Confinement.

### Overseas Medical and Medical Evacuation Expenses

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Injury or Sickness, We will pay for Medical and Other Expenses and Medical Evacuation Expenses, for a period of up to 24 months from the date of the Injury or manifestation of the Sickness, up to the amount shown on the Policy Schedule against Section 1 – Overseas Medical and

Medical Evacuation Expenses.

## Definitions applying to Section 1

**CONFINED TO BED** means that an Insured Person is confined to bed for more than two (2) consecutive days and requires the full-time care of a registered nurse. The requirement for the full time care of a registered nurse must be confirmed in writing by a Doctor.

**MEDICAL AND OTHER EXPENSES** means;

1. all reasonable medical costs necessarily incurred outside of the Insured Person's Country of Residence for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor;
2. ongoing medical expenses (subject to General Exclusion 4 on Page 27) incurred after the Insured Person's return to their Country of Residence, for a period of up to twenty four (24) months. If the Insured Person's Country of Residence is not Australia, then We shall only be liable for ongoing medical expenses incurred up to a maximum of fifty thousand dollars (\$50,000). Ongoing medical expenses are only payable if medical expenses relating to the Injury or Sickness are first incurred outside of the Insured Person's Country of Residence;
3. expenses incurred outside of Australia to repair, replace or adjust dentures up to a maximum amount of \$2,500, provided that the incurred expenses are as a direct result of Injury to the Insured Person;
4. all reasonable expenses necessarily incurred outside of the Insured Person's Country of Residence for emergency dental treatment given by a dentist to restore or replace sound or natural teeth lost or damaged as a result of Injury, or to resolve the acute, spontaneous and unexpected onset of pain.

**MEDICAL EVACUATION EXPENSES** means;

1. expenses relating to the evacuation of the Insured Person, including necessary expenses incurred for qualified medical staff to accompany the Insured Person;
2. reasonable travel and accommodation expenses for two (2) Close Relatives or Accompanying travel companions of the Insured Person who are required to travel to or remain with the Insured Person; and
3. expenses related to the repatriation of the Insured to the most suitable medical facility or the Insured Person's Country of Residence;

provided always that the Medical Evacuation Expenses are recommended by a Doctor and are considered necessary and are arranged by Us and/or Fullerton Emergency Assistance. The Fullerton Emergency Assistance services may be found in accordance with the following Section 2.

## Conditions applying to Section 1

1. Fullerton Emergency Assistance must be promptly advised of any potential claim under this Section.
2. All decisions as to the means of evacuation transport and/or the destination of repatriation will be made by Fullerton Emergency Assistance and will be based solely on medical necessity.
3. The Insured and/or the Insured Person and/or anyone undertaking arrangements on the Insured or Insured Person's behalf must not attempt to resolve any issues encountered without first contacting Us/Fullerton Emergency Assistance or it may prejudice reimbursement of any expenses paid.
4. In the event that an Insured Person is repatriated to their Country of Residence, the Insured Person's return air ticket will be used towards Our costs.

## Exclusions applying to Section 1

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense;

1. incurred directly or indirectly from a Journey;
  - a) undertaken against the advice of a Doctor;
  - b) undertaken when the Insured Person is unfit to travel;
  - c) where the purpose of the Journey is for the Insured Person to seek medical attention;
  - d) taken after a Doctor informs an Insured Person that they are terminally ill;
2. incurred directly or indirectly from routine medical, optical or dental treatment or consultation;
3. for professional services rendered in Australia where benefits are payable in accordance with the Private Health Insurance Act 2007;
4. recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance);
5. incurred directly or indirectly as a result of any medication or ongoing treatment for a condition the Insured Person had prior to the commencement of a Journey, notwithstanding that the Insured Person was advised to continue such medication during the Journey;
6. which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC);
7. incurred directly or indirectly from the taking of any poisonous substance or whilst under the influence of legally intoxicating liquor and/or drugs (unless taken or administered on medical advice); or
8. incurred 24 months or more after the date the Insured Person suffers an Injury or Sickness.
9. Incurred after the Insured and/or the Insured Person, or any of the Insured and/or Insured Person's representatives refuse to follow the instruction and directions of Precision Underwriting and/or Fullerton Emergency Assistance.

## Section 2 – Fullerton Emergency Assistance Services

If, during the Period of Insurance, and whilst on a Journey, an Insured Person requires assistance in the event of a medical or other emergency, the Insured Person has access to Fullerton Emergency Assistance.

Fullerton Emergency Assistance is an emergency assistance service that is available free of charge to an Insured Person 24 hours a day, 7 days a week and is accessible from anywhere in the world by calling +61 2 9299 5390 (by reverse charge if required) or by email [assist@fullertonhealthcs.com.au](mailto:assist@fullertonhealthcs.com.au).

With Insurer's approval, Fullerton Emergency Assistance can provide assistance to an Insured Person with services including;

1. access to Doctors for emergency assistance and advice;
2. arranging emergency medical evacuation as a direct result of an Injury or Sickness of an Insured Person, including Accompanying medical escort as deemed necessary;
3. arranging for an Accompanying person to travel with and/or remain with an Insured Person who has suffered an Injury or Sickness;
4. the remittance of any payment guarantees and insurance verification to hospitals;
5. repatriation of an Insured Person to a more suitable medical facility or back to their Country of Residence after suffering an Injury or Sickness; and
6. medical monitoring.
7. In accepting the services of Fullerton Emergency Assistance, the Insured and the Insured Person acknowledge that the Insured Person's attending physician has the ultimate responsibility for the care and treatment of the Insured Person. Fullerton Emergency Assistance can only provide such assistance as the Insured Person's attending physician believes to be in the Insured Persons' interest.

## Section 3 – Personal Accident & Sickness

### Personal Accident

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Accident which directly results in an Injury We will pay to the Insured, the benefit amount in accordance with the Table of Events shown under Parts A, B, C, F and/or G, below. However, the Event arising from an Accident, must occur within twelve (12) months of the Accident giving rise to the Injury.

### Sickness

If during the Period of Insurance, and whilst on a Journey, an Insured Person suffers a Sickness, We will pay the corresponding amounts shown in the Table of Events under Parts D and/or E, below;

### Definitions applying to Section 3

**COMPLETE FRACTURE** means a fracture in which the bone is broken completely across, and no connection is left between the pieces.

**EVENT(S)** means the Event(s) described in the relevant Table of Events set out in Section 3 of the Policy.

**FINGERS, THUMBS OR TOES** means the digits of a Hand or Foot.

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

**HAIRLINE FRACTURE** means the mere cracks in the bone.

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

**LOSS** means in connection with:

- a) a Limb, Permanent physical severance or Permanent total loss of the use of the Limb;
- b) an eye, total and Permanent loss of all sight in the eye;
- c) hearing, total and Permanent loss of hearing;

and which in each case is caused by an Injury.

**LIMB(S)** means the entire limb between the shoulder and wrist or between the hip and ankle.

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

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

**PERMANENT** means having lasted twelve (12) consecutive months and at the expiry of that time being in the opinion of a Doctor beyond hope of improvement.

**PERMANENT TOTAL DISABLEMENT** means total disablement which is Permanent and is as a result of an Accident and which entirely prevents the Insured Person forever from engaging in any business, profession, occupation or employment for which they are reasonably qualified by way of training, education or experience and which lasts twelve (12) consecutive months and at the end of that period is beyond hope of improvement.

**QUADRIPLEGIA** means total and Permanent paralysis of both arms and both legs.

**SEEK EMPLOYMENT** means the Insured Person being registered with the government agency or department in their Country of Residence which is responsible for providing employment services and/or a recruitment agency and then providing Us with proof of a minimum of two (2) new job applications per week.

**SIMPLE FRACTURE** means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a Doctor requires minimal and uncomplicated medical treatment.

**TEMPORARY PARTIAL DISABLEMENT** means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in a substantial part of their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

**TEMPORARY TOTAL DISABLEMENT** means that in the opinion of a Doctor, the Insured Person is temporarily unable to engage in their usual occupation, and while under the care of and acting in accordance with the instructions and/or advice of a Doctor.

**TOOTH/TEETH** means a sound and natural permanent tooth but does not include first or milk teeth, dentures or implants.

**WAITING PERIOD** means the period specified on the Policy Schedule during which no Benefits are payable by Us in relation to Section 3 Part B or Part D (Weekly Benefits).

## Part A – Lump Sum Benefits

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 3, Part A – Lump Sum Benefits.

### Table of Events

Events	Benefit Amount
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part A – Lump Sum Benefits
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Permanent and incurable paralysis of all Limbs	100%
5. Loss of sight of one (1) or both eyes	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%

8. Loss of use of lens of:	
a) both eyes	100%
b) one (1) eye	60%
9. Loss of hearing of:	
a) both ears	80%
b) one (1) ear	30%
10. Burns:	
a) third degree burns and/or resultant disfigurement which covers more than thirty (30) percent of the entire external body	60%
b) second degree burns and/ or resultant disfigurement which covers more than thirty (30) percent of the entire external body	30%
11. Permanent total loss of use of four (4) Fingers and Thumb of either Hand	80%
12. Permanent total loss of use of four (4) Fingers of either Hand	50%
13. Permanent total loss of use of the Thumb of either Hand;	
a) both joints	40%
b) one (1) joint	20%
14. Permanent total loss of use of Fingers of either Hand	
a) three (3) joints	20%
b) two (2) joints	15%
c) one (1) joint	10%
15. Permanent total loss of use of Toes of either Foot;	
a) All – one Foot	15%
b) great – both joints	5%
c) great – one joint	3%
d) other than great Toe – each Toe	1%
16. Fractured leg or patella with established non-union	10%
17. Loss of at least fifty (50) percent of all Teeth	1% per Tooth (up to a maximum of \$10,000 in total)
18. Shortening of leg by at least five (5) centimetres	10%
19. Permanent partial disablement not otherwise provided for under Events 8 – 18	Such percentage of the lump sum amount as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the benefits provided under Events 8 to 18.

## Part B – Weekly Benefits – Injury

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 3, Part B – Weekly Benefits – Injury.

Events
<p>20. Temporary Total Disablement</p> <p>From the date Temporary Total Disablement as a result of Injury commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, but not exceeding the Salary of the Insured Person.</p>

#### 21. Temporary Partial Disablement

From the date Temporary Partial Disablement as a result of Injury commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part B – Weekly Benefits – Injury, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule.

Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 20.

### Part C – Injury Resulting in Surgery

Cover for an Event under this Part applies only if:

- a) an amount for that Event is shown on the Policy Schedule against Section 3, Part C – Injury Resulting in Surgery;
- b) the surgery is undertaken outside of Australia;
- c) the Insured Person has a valid claim for Medical and Other Expenses under Section 3 – Overseas Medical Expenses; and
- d) payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

<b>Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part C – Injury Resulting in Surgery
22. Craniotomy	100%
23. Amputation of a Limb	100%
24. Fracture of a Limb requiring open reduction	50%
25. Dislocation of a joint requiring open reduction	25%
26. Any other surgical procedure carried out under general anaesthetic	12.5%

### Part D – Weekly Benefits – Sickness

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Part D.

<b>Events</b>
<b>27. Temporary Total Disablement</b> From the date Temporary Total Disablement as a result of Sickness commences and whilst the Temporary Total Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, but not exceeding the Salary of the Insured Person.
<b>28. Temporary Partial Disablement</b> From the date Temporary Partial Disablement as a result of Sickness commences and whilst the Temporary Partial Disablement persists and after the Waiting Period, We will pay up to the amount on the Policy Schedule against Section 1, Part D – Weekly Benefits – Sickness, less any amount of current earnings as a result of working in a reduced capacity with the Insured, provided the combined amount does not exceed the percentage of Salary shown on the Policy Schedule. Should the Insured Person be able to return to work with the Insured in a reduced capacity but elect not to do so then the benefit payable will be 30% of the amount payable for Event 27.

## Part E – Sickness Resulting in Surgery

Cover for an Event under this Part applies only if:

- a) an amount for that Event is shown on the Policy Schedule against Section 3, Part E – Sickness Resulting in Surgery;
- b) the surgery is undertaken outside of Australia;
- c) the Insured Person has a valid claim for Medical and other Expenses under Section 1 – Overseas Medical Expenses and;
- d) payment of such benefit is not prohibited by the law of the country in which the surgery is undertaken.

<b>Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of manifestation of the Sickness	Being a percentage of the amount shown on the Policy Schedule under Part E – Sickness Resulting in Surgery
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under general anaesthetic	12.5%

## Part F – Injury Resulting in Fractured Bones

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 3, Part F – Injury resulting in Fractured Bones.

<b>Events</b>	<b>Benefit Amount</b>
The following Event(s) must occur within twelve (12) months of the date of the Accident	Being a percentage of the amount shown on the Policy Schedule under Part F – Injury Resulting in Fractured Bones.
33. Complete Fracture of neck, spine or skull	100%
34. Hip	75%
35. Other Fracture of jaw, pelvis, leg, ankle or knee	50%
36. Cheekbone, shoulder or Hairline Fracture of neck, skull or spine	40%
37. Other Fracture of arm, elbow, wrist or ribs (per rib)	30%
38. Simple Fracture of jaw, pelvis, leg, ankle or knee	25%
39. Nose or collarbone	25%
40. Simple Fracture of arm, elbow, wrist or ribs (per rib)	25%
41. Finger (per Finger), Thumb (per Thumb), Foot, Hand or Toe (per Toe)	10%

The maximum benefit payable for any one (1) Injury resulting in fractured bones shall be the amount shown on the Policy Schedule against Part F – Injury resulting in Fractured Bones.

In the case of an established non-union of any of the above fractures, We will pay an additional benefit of 5% of the amount shown on the Policy Schedule against Part F – Injury Resulting in Fractured Bones or \$3,000, whichever is the greater.



**Part G – Injury Resulting in Loss or Damage to Teeth**

Cover for an Event under this Part applies only if an amount for that Event is shown on the Policy Schedule against Section 3, Part G – Injury Resulting in Loss or Damage to Teeth.

<b>Events</b> The following Event(s) must occur within twelve (12) months of the date of the Accident	<b>Benefit Amount</b> Being a percentage of the amount shown on the Policy Schedule under Part G – Injury Resulting in Loss or Damage to Teeth.
42. Loss of or full capping of Teeth	100% (maximum \$500 per Tooth)
43. Chipped or broken Teeth requiring partial capping	50% (maximum of \$250 per Tooth)

**Conditions Applying to Section 3**

1. If an Insured Person suffers an Injury resulting in any one of Events 2 to 8a, no further benefits will be payable under Section 3 – Part A – Lump Sum Benefits for any subsequent Injury to that Insured Person.
2. Benefits shall not be payable for more than one of the Events 1 to 19 in respect of the same Injury in which case the highest benefit will be paid.
3. Benefits shall not be payable for more than one (1) of the surgical benefits described in Events 22 to 26 and 29 to 32, in respect of any one (1) Injury or Sickness, in which case the highest benefit amount will be paid.
4. Weekly Benefits shall not be payable:
  - a) in excess of the maximum benefit period, as specified on the Policy Schedule, in respect to any one Injury or Sickness;
  - b) for the Waiting Period;
  - c) beyond the date of the Insured Person’s death;
  - d) once the Insured Person is deemed fit to return to work by a Doctor;
  - e) for more than one (1) of Events 20 and/or 21 or Events 27 and/or 28 that occur during the same period of time;
  - f) if the Insured Person fails to provide Us with all requested information and other evidence reasonably required to assess their claim; or
  - g) during any period where the Insured Person fails to follow the advice of or undertake the recommended treatment by a Doctor for the current disability. Advice or treatment includes seeking specialist advice or undergoing rehabilitation such as, but not limited to, obesity, drug addiction or alcoholism treatment plans where the condition is related to or exacerbating the current disability.
5. Any benefit payable shall be suspended during a period of imprisonment whether served in a state run detention centre or alternate facility including home detention.
6. Precision Underwriting Pty Ltd may require at any time during a period of disablement that the Insured Person be examined by an independent medical officer of Our choosing. The costs associated with the examination will be met by Us, however, if the Insured Person fails to attend the examination for any reason then they will be required to pay any costs incurred. Failure to attend the independent medical examination may result in suspension or cessation of benefits.
7. If an Insured Person suffers a recurrence of Temporary Total or Temporary Partial Disablement from the same or related cause or causes within six (6) months, the subsequent period of disablement will be deemed a continuation of the prior disablement. A new Waiting Period will not apply, and the total benefit period shall not exceed the maximum benefit period, as specified on the Policy Schedule, inclusive of the benefit already received. If the Insured Person has worked on a full- time unrestricted basis for a least six (6) consecutive months the subsequent period of disablement shall be deemed to have resulted from a new Injury or Sickness. A new Waiting Period and a new maximum benefit period as specified on the Policy Schedule shall

apply. Where an Injury requires surgical treatment which cannot be performed within the twelve (12) months from the date of the Accident, provided the Insured Person can demonstrate that such treatment was known as necessary during the twelve (12) month period from the date of Accident and a Doctor certifies this, We will treat this as a continuation of the first Injury regardless of whether the Insured Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty four (24) months from the original date of the Accident.

8. If an Insured Person returns to work for more than five (5) days during the Waiting Period and suffers a reoccurrence of the Injury or Sickness which led to the initial Temporary Total Disablement, then the Waiting Period shall recommence from the day that the Insured Person suffers Temporary Total Disablement after returning to work.
9. Sick leave, annual leave or other employer sponsored benefits are not required to be exhausted prior to the Insured Person making a claim under this Policy.
10. If an Insured Person becomes unemployed whilst receiving benefit payments under Events 20 and/or 21 or Events 27 and/or 28 and is subsequently certified by a Doctor as being fit for light or partial duties, then the Insured Person must actively Seek Employment which is consistent with the Doctors certified level of capacity. Should the Insured Person not actively Seek Employment, benefits shall be reduced to 25% of the amount payable for Event 20 and/or 27.
11. Subject to Advanced Payment referred to under Section 12 – Additional Wellbeing, Weekly Benefits shall be payable monthly in arrears. Compensation for a period of less than one week will be paid at the rate of one-seventh (1/7th) of the weekly benefit for each day during which the disability continues.
12. All benefits payable under Section 3 shall payable to the Insured or such person(s) and in such proportions as the Insured shall nominate, unless otherwise stated in the Policy.
13. With respect to Section 3 – Part A – Lump Sum Benefits, where the Lump Sum Benefit is salary linked and the Employee is not in receipt of a Salary, the benefit amount shall be fifty (50) percent of the maximum Lump Sum benefit stated on the Policy Schedule for the category applicable to such an Employee. If cover also applies to a Spouse/Partner and/or Dependent Children who are not in receipt of a Salary, the benefit payable under Section 3 – Part A – Lump Sum Benefits is \$250,000.
14. With respect to Section 1 – Part A – Lump Sum Benefits, the benefit payable in respect of Insured Persons under eighteen (18) years of age shall be limited to 10% of the sum insured shown on the Policy Schedule under Event 1 – Accident Death or \$50,000, whichever is the lesser. With respect to Events 2 to 19, the benefit is limited to the lesser of the sum insured stated on the Policy Schedule or \$250,000.
15. No benefits are payable for Event 2 (Permanent Total Disablement) under Part A or Events 20, 21, 27 and/ or 28 (Weekly Injury & Weekly Sickness) under Parts B & D of the Table of Events with respect of an Insured Person over the age of seventy-five (75) years.
16. Where an Insured Person is exposed to the elements as a result of an Accident and suffers from any of the Events stated in the Table of Events as a direct result of that exposure within twelve (12) months of the Accident, the Insured Person will be deemed for the purposes of this Policy to have suffered an Injury on the date of the Accident.
17. Should a benefit be payable under this Section of the Policy that is also payable under any other Policy issued by Us, the benefit will only be payable under one (1) Policy, which shall be the Policy with the highest benefit amount.
18. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any periodic compensation benefits payable under any workers' compensation or accident compensation scheme and the amount of any sick pay received or any disability entitlement so that the total amount of any such benefit or entitlement and benefits payable under the Policy shall not exceed the percentage of Salary of the Insured Person shown on the Policy Schedule and/or the Salary of the Insured Person.

## Exclusions applying to Section 3

In addition to the General Exclusions applying to all Sections of this Policy, We will not be liable to pay loss, cost or expense arising or attributed to;

1. any claim for Events 20 and/or 21 or Events 27 and/ or 28 which are in any way attributed to childbirth or

pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom;

2. a Journey undertaken against the advice of a Doctor or when the Insured Person is unfit to travel or if the purpose of the Journey is to enable the Insured Person to seek medical treatment for a pre-existing condition; or
3. any claim which results from or is a complication of infection with Human Immunodeficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC).

## Section 4 – Baggage, Portable Electronic Equipment & Money

### Deprivation of Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an Insured Person's accompanying Personal Baggage is delayed, misdirected or temporarily misplaced by any transport carrier for more than eight (8) consecutive hours, We will pay reasonable expenses incurred by an Insured Person up to the amount stated on the Policy Schedule against Section 4 – Deprivation of Personal Baggage, for the emergency replacement of essential clothing and toiletries.

### Personal Baggage

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Baggage, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule against Section 4 – Personal Baggage.

### Personal Money & Travel Documents

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Personal Money and/or Travel Documents, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule Section 4 – Personal Money & Travel Documents.

### Portable Electronic Equipment

If, during the Period of Insurance, and whilst on a Journey, an Insured Person incurs loss of, damage to or theft of their accompanying Portable Electronic Equipment, We will pay in respect of such loss or damage up to the maximum amount shown on the Policy Schedule against Section 4 – Portable Electronic Equipment.

## Definitions applying to Section 4

**BUSINESS PROPERTY** means portable office equipment, business documentation, stationery and other instruments belonging to the Insured which are used for business purposes.

**PERSONAL BAGGAGE** means personal property of the Insured Person and includes Business Property belonging to the Insured or an Insured Person or for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

**PERSONAL MONEY** means the Insured Person's personal cash, credit cards, bank cards, bank or currency notes, cheques, travellers cheques, postal or money order or other negotiable instruments.

**PORTABLE ELECTRONIC EQUIPMENT** means any personal and/or business computers (including laptops, notebooks and tablets), mobile phones, cameras, personal music players or recording devices, and other items of a similar nature as deemed by Us to be electronic, for which an Insured Person is legally responsible for, taken on or acquired during a Journey.

**TRAVEL DOCUMENTS** means the Insured Person's passports, travel tickets, visas, entry permits and/or other similar documents in the possession or control of the Insured Person.

## Conditions applying to Section 4

1. The Insured Person must take all reasonable precautions for the supervision and safety of any Personal Baggage, Business Property, Personal Money, Portable Electronic Equipment and Travel Documents.
2. The Insured Person must report all loss or damage attributed to theft, vandalism, or loss or damage caused

by a carrier to the appropriate authorities and obtain a written acknowledgement of the report.

3. The Insured Person must report all loss of credit cards, personal cheques, traveller's cheques or travel documents to the issuing authority as soon as possible, and effect appropriate cancellation measures.
4. The maximum amount We will indemnify the Insured or the Insured Person in respect of loss arising from the unauthorised or fraudulent use of money and travel documents is five thousand dollars (\$5,000).
5. All claims must be supported by written confirmation from the transport carrier responsible for the Deprivation of Personal Luggage or Loss of Personal Luggage.
6. All claims for the purchase of emergency replacement of clothing and toiletries under Deprivation of Personal Baggage must be supported by receipts for the replacement items.
7. In respect of Business Property held for the purpose of a Journey, cover will commence at the time of collection from the Insured Person's normal place of work or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is returned to the Insured Person's normal place of work, whichever occurs first.
8. In respect of Personal Money held for the purpose of a Journey, cover will commence at the time of collection from a financial institution or seventy-two (72) hours prior to the commencement of a Journey, whichever is the later, and will continue for seventy-two (72) hours after termination of the Journey or until it is deposited at a financial institution, whichever occurs first.
9. The maximum amount We will pay for any one item, set or pair of items is 50% of the amount shown on the Policy Schedule against Section 4 – Baggage, Portable Electronic Equipment & Money, or ten thousand dollars (\$10,000), whichever is the lesser.

#### Exclusions applying to Section 4

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. The first amount shown as the Excess in the Policy Schedule;
2. loss or damage arising from confiscation or destruction by customs or any other lawful authority;
3. loss or damage arising from electrical or mechanical breakdown or derangement of any item;
4. scratching or breaking of fragile or brittle articles, if as a result of the negligence of the Insured and/or the Insured Person;
5. damage or loss arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration;
6. theft or attempted theft which occurs while Portable Electronic Equipment is unattended other than when securely locked inside a building or securely locked out of sight inside a motor vehicle (unless in circumstances where the Insured and/or Insured Person has no option other than to leave the Portable Electronic Equipment unattended due to an emergency medical, security or evacuation situation);
7. loss or damage which occurs whilst Portable Electronic Equipment is carried in or on any aircraft, aerial device, bus, waterborne vessel or craft, unless accompanied by an Insured Person as personal cabin luggage. This exclusion will not apply in circumstances where the Insured and/or the Insured Person is prohibited from carrying the Portable Electronic Equipment as personal cabin luggage. Where the Insured Person is so prohibited, the Portable Electronic Equipment must be securely locked away within the Insured Person's checked in luggage;
8. contractual obligations in relation to a mobile phone or tablet computer;
9. amounts recoverable by the Insured and/or the Insured Person from any other source (with the exception of other insurance);
10. Personal Baggage, Personal Money, Travel Documents and Portable Electronic Equipment shipped under any freight agreement, or items sent by postal or courier services; or
11. loss due to depreciation or devaluation of currency.

12. Loss of or damage to hired clothing and hired equipment of any kind;
13. Financial loss due to exchange rates or through errors or omissions in transactions or purchases.

## Section 5 – Travel Disruption

### Alternative Employee/Resumption of Assignment

If, during the Period of Insurance, the Insured incurs Alternative Employee Expenses or Resumption of Assignment Expenses as a direct result of an Insured Person dying or suffering a Serious Injury or Serious Sickness whilst on a Journey, or a claim admitted under Cancellation and Curtailment, We will reimburse the Insured for such expenses up to the amount shown on the Policy Schedule Section 5 – Alternative Employee/Resumption of Assignment.

### Cancellation & Curtailment

If, during the Period of Insurance, and whilst on a Journey, the Insured person necessarily incurs loss of travel and accommodation expenses or reasonable additional travel or accommodation expenses following necessary alteration, curtailment or cancellation of the Insured Person's Journey as a result of;

1. the Insured Person's unexpected death or Injury or Sickness which results in the Insured Person being certified by a Doctor as unfit to continue the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an Insured Person's Close Relative, travelling companion or business associate;
3. the Insured Person's residence or business suffering major loss or damage;
4. strikes, riot, hijacking, civil commotion, flood, natural disaster or adverse weather conditions provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected departure;
5. any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy;

We will reimburse the Insured or the Insured Person for the non-refundable, unused portion of travel and accommodation expenses or pay reasonable incurred additional travel or accommodation expenses, up to the amount shown on the Policy Schedule against Section 5 – Cancellation & Curtailment.

### Loss of Deposits

If, during the Period of Insurance, and prior to the commencement of a Journey, the Insured or an Insured Person incurs loss of pre-paid travel and accommodation expenses following necessary alteration, curtailment or cancellation of the Insured Person's Journey as a result of;

1. the Insured Person's unexpected death or Injury or Sickness which results in the Insured Person being certified by a Doctor as unfit to commence the Journey;
2. the unexpected death, Serious Injury or Serious Sickness of an Insured Person's Close Relative, travelling companion or business associate;
3. the Insured Person's residence or business suffering major loss or damage; or
4. any other unforeseen circumstance outside the control of the Insured or the Insured Person, not otherwise excluded under the Policy;

We will reimburse the Insured or the Insured Person for the non-refundable, unused portion of travel and accommodation expenses paid in advance of a proposed Journey, by the Insured or Insured Person up to the amount shown on the Policy Schedule against Section 5 – Loss of Deposits.

### Missed Transport Connection

If, during the Period of Insurance, and whilst on a Journey, an Insured Person misses a transport connection due to any unforeseen circumstances outside of their control and is unable to arrive at an officially scheduled meeting or conference which cannot be delayed or cancelled, We will pay the reasonable extra travel expenses incurred (less any recovery that the Insured or the Insured Person may be entitled to receive) for use of alternate public transport to enable the Insured Person to arrive at their destination at the scheduled time, up to the amount shown on the Policy Schedule against Section 5– Missed Transport Connection.

### Overbooked Flight

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is denied boarding on a confirmed

scheduled flight due to overbooking and no alternative transport is made available within six (6) hours of the scheduled departure time, We will pay for any direct or indirect expenses incurred as a result of the delay, up to the amount stated on the Policy Schedule against Section 5 – Overbooked Flight.

## Definitions applying to Section 5

**ALTERNATIVE EMPLOYEE EXPENSES** means reasonable expenses necessarily incurred in sending a substitute person to complete the business activities of the Insured Person. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person. It does not include an expense which the Insured or the Insured Person had paid or budgeted for before the commencement of a Journey.

**RESUMPTION OF ASSIGNMENT EXPENSES** means all reasonable and necessary expenses incurred in returning the Insured Person to re-commence an assignment within 90 days of returning to their Country of Residence as a result of the claim being admitted under Cancellation and Curtailment. Expenses shall be limited to a business class air flight (or economy if that was the class of ticket used by the Insured Person on the original Journey) and other essential expenses incurred in such transportation of the Insured Person. It does not mean an expense which the Insured or the Insured Person had paid or budgeted for before the commencement of a Journey.

## Conditions applying to Section 5

1. Any loss of travel and/or accommodation expenses purchased through the use of frequent flyer points or similar customer loyalty points will be reimbursed at the retail price of the travel and/or accommodation at the time of purchase provided the loss of such points are not recoverable from any other source.
2. Any loss arising from or attributed to the refusal, failure or inability of any person, company or organisation, including but not limited to any transportation provider, hotel, car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal shall be limited to fifty thousand dollars (\$50,000) per Period of Insurance.

## Exclusions applying to Section 5

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. an Insured Person undertaking or intending to undertake a Journey against the advice of a Doctor or when the Insured is unfit to travel or where a condition or circumstance could reasonably have expected to give rise to cancellation or curtailment of a Journey;
2. carrier caused delays where the cost of the expenses are recoverable from the carrier;
3. any business or contractual obligations of the Insured or the Insured Person;
4. any disinclination on the part of the Insured Person or any other person to travel; or
5. the inability of any tour operator or wholesaler to complete arrangements for any tour due to a deficiency in the required number of persons to commence any tour or Journey.
6. Any claim under sub-paragraph 4 of Cancellation and Curtailment arising from any event that had occurred or had been announced before the start date of the Journey or at the time the Journey had been paid for, whichever is the later.

## Section 6 – Rental Vehicle Excess Waiver

### Rental Vehicle Excess Waiver

If, during the Period of Insurance, and whilst on a Journey, the Insured or an Insured Person becomes legally liable to pay a Rental Vehicle Excess or deductible in respect to loss or damage to a Rental Vehicle, We will reimburse the Insured up to the maximum amount shown on the Policy Schedule against Section 6– Vehicle Excess Waiver. We will also reimburse the administrative costs applied by the rental/hire company in relation to the Rental Vehicle

Excess liability, up to a maximum amount of two hundred dollars (\$200) for any one (1) event. This amount is in addition to the limit shown on the Policy Schedule against Section 6 – Vehicle Excess Waiver.

### Definitions applying to Section 6

**RENTAL VEHICLE** means a rented sedan, station wagon, hatchback or four-wheel-drive (4WD) or any other non-commercial vehicle rented or hired from a licensed motor vehicle rental/hire company for the sole purpose of carrying an Insured Person on public roadways.

Rental Vehicle does not include a motor home, camper van, off-road vehicle, recreational vehicle, high performance vehicle or prestige or exotic vehicle

**RENTAL VEHICLE EXCESS** means the amount the Insured or Insured Person is legally liable to pay under the Rental Vehicle hiring agreement if the Rental Vehicle is involved in an accident or is stolen during the rental period.

### Conditions applying to Section 6

1. The Rental Vehicle must be hired from a licensed motor vehicle rental/hire company and all requirements of the rental/hire company must be complied with under the hiring agreement.
2. Compulsory motor vehicle insurance against loss of or damage to the Rental Vehicle during the rental period offered by the rental/hire company must be activated. Provided the compulsory motor vehicle insurance has been activated, there is no additional requirement for the Insured Person to purchase excess buy back.
3. With regards to a Rental Vehicle only, cover under this Section will commence from the time the Rental Vehicle is collected from the rental/hire company or twenty four (24) hours prior to the commencement of a Journey, whichever is the later and shall cease upon return of the Rental Vehicle to the rental/hire company or twenty four (24) hours after the completion of a Journey, whichever occurs first.

### Exclusions applying to Section 6

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any Rental Vehicle that is not comprehensively insured;
2. any use of the Rental Vehicle or personal motor vehicle that is in violation of the terms of the rental agreement or applicable comprehensive motor vehicle insurance policy;
3. the use of the Rental Vehicle by an Insured Person not holding a valid license permitting them to drive in the country the motor vehicle is being operated in;
4. the illegal or criminal use of a Rental Vehicle or personal motor vehicle by the Insured or Insured Person; or
5. the use of the Rental Vehicle or personal motor vehicle on any roadway that is inaccessible to two-wheel-drive vehicles, unless the vehicle is a four-wheel-drive (4WD) vehicle.

## Section 7 – Kidnap, Ransom, Extortion, Hijack & Detention

### Kidnap, Ransom & Extortion

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is Kidnapped or allegedly Kidnapped or the subject of Extortion outside of their Country of Residence, We will reimburse the Extortion or Ransom Monies paid up to the sum insured shown on the Policy Schedule against Section 7 – Kidnap, Ransom & Extortion.

We will also pay the Insured up to the amount shown on the Policy Schedule against Section 7 – Kidnap, Ransom & Extortion for:

1. loss caused by the destruction, disappearance, confiscation or seizure of property or other consideration intended as Extortion or Ransom Monies for a Kidnapping or Extortion insured hereunder, whilst the Extortion or Ransom Monies are being delivered to the person or group believed to be responsible for the Kidnap or Extortion by a person with the authority of the Insured or an Insured Person to make such

delivery;

2. the amount paid for Other Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance; and
3. the actual, necessary and reasonable expenses of engaging independent security consultants with the exclusive function of investigating a Kidnap, recovering or negotiating the release of a Kidnapped Insured Person, or paying any Extortion or Ransom Monies, provided that We have given Our prior written consent to the use of such consultants.

We will also pay the Insured the actual, necessary and reasonable external expenses to engage an independent image and/or public relations consultant, and/or costs associated with media broadcasts, to help protect and/or positively publicise their business and corporate image, up to a maximum of fifteen thousand dollars (\$15,000) for any one Kidnap, Extortion or Extortion Threat. These expenses must be directly in connection with a Kidnap, Extortion or Extortion Threat and incurred within twenty- one (21) days thereof.

The maximum amount payable for all benefits listed above shall not exceed the amount shown on the Policy Schedule against Section 2 – Kidnap, Ransom & Extortion.

## Hijack & Detention

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is outside of their Country of Residence and is Detained for a minimum of twelve (12) continuous hours:

1. as a result of the Common Carrier Conveyance in which they are travelling being Hijacked; or
2. by any government, state or lawful authority without being ultimately convicted of breaking the law of any country or state;

We will pay the Insured the daily amount shown on the Policy Schedule against Section 7 – Hijack & Detention, for each twenty four (24) hour period of continuous Detention, up to the maximum period shown on the Policy Schedule against Section 7 – Hijack & Detention.

We will also pay the Insured the reasonable legal costs incurred up to a maximum of fifty thousand dollars (\$50,000) as a result of the Insured Person being falsely arrested or wrongfully Detained outside of their Country of Residence.

## Definitions applying to Section 7

**COMMON CARRIER CONVEYANCE** means an aircraft, vehicle, train, vessel or other public transportation which is duly licensed to carry fare paying passengers.

**DETAINED** means restraint by way of custody or confinement against the will of an Insured Person.

**EXTORTION/EXTORTION THREAT** means intimidation by threat or a series of threats to Kidnap or inflict harm upon any Insured Person or their accompanying Close Relative.

**EXTORTION OR 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.

**HIJACK/HIJACKED** means the unlawful seizure or wrongful exercising of control of a Common Carrier Conveyance.

**KIDNAP/KIDNAPPED/KIDNAPPING** means the illegal abduction and holding hostage of any Insured Persons for the purpose of demanding Extortion or Ransom Monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap.

**OTHER EXPENSES** means:

1. a reasonable payment made by the Insured to a person providing information not otherwise available which leads to the arrest and conviction of the individual(s) responsible for a Kidnap or Extortion Threat insured hereunder;
2. reasonable and customary interest costs for any loan taken by the Insured Person or the Insured from a financial institution in order to pay Extortion or Ransom Monies;
3. reasonable and customary travel and accommodation expenses incurred by the Insured Person or the



- Insured as a result of a Kidnap or Extortion;
4. the salary which the Insured continues to pay an Insured Person who has been the subject of a Kidnap or Extortion, provided that coverage will only apply at the salary level in effect prior to the Kidnap or Extortion;
    - a) for up to sixty (60) days after the release of the Insured Person from a Kidnap;
    - b) until discovery of the death of the Insured Person;
    - c) for up to one hundred and eighty (180) days after the Insured receive the last credible evidence that the Insured Person is still alive; or
    - d) for up to sixty (60) months from the date of the Kidnap, if the Insured Person has not been released;
  5. wage or salary payments made by the Insured for a temporary replacement Employee to perform the duties of an Insured Person who is Kidnapped, for a period up to thirty (30) days after the release of the Insured Person, but not exceeding sixty (60) months from the initial date of the Kidnap;
  6. the travel costs of a replacement Employee to perform the business duties of the Kidnap victim, limited to an economy fare and payable once per replacement Employee per Kidnap;
  7. Personal Financial Loss to an Insured Person on account of an inability to attend to personal financial matters due to their Kidnapping;
  8. reasonable travel costs of Insured Person who is the victim of a Kidnap to join their family upon their release;
  9. reasonable and customary fees and expenses of a qualified interpreter assisting the Insured or an Insured Person in the event of a Kidnap or Extortion;
  10. reasonable medical, psychiatric, and legal expenses incurred by an Insured Person, with Our prior written consent, for a period of twelve (12) months following their release from a Kidnap; and
  11. any other reasonable expenses incurred by the Insured, with Our prior written consent, in resolving a Kidnap or Extortion insured hereunder.

**PERSONAL FINANCIAL LOSS** means but is not limited to, pecuniary loss incurred by an Insured Person resulting directly from the failure to renew insurance contracts, failure to exercise stock options, and failure to respond to margin or loan calls by financial institutions.

### Conditions applying to Section 7

1. The Insured and Insured Persons shall make a reasonable effort not to disclose the existence of this insurance.

### Exclusions applying to Section 7

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to:

1. any loss resulting from the surrender of money, property or other consideration as the result of a direct physical encounter involving the use or threat of force or violence, unless such monies or property are being held or delivered for the sole purpose of paying Extortion or Ransom Monies;
2. the Kidnap or Extortion of an Insured Person occurring in their Country of Residence or a country where they have been living for more than one hundred and eighty (180) consecutive days at the time the Kidnap or Extortion occurs;
3. any fraudulent, dishonest or criminal act committed by the Insured, an Insured Person or any person the Insured or an Insured Person authorises to be in possession of Extortion or Ransom Monies;
4. any claim with respect to a kidnapping in Mexico, Central or South America or the Philippines;
5. any loss resulting from War, Civil War or Terrorism that was in existence prior to the Insured Person entering the country or which was foreseeable to a reasonable person before the Insured Person entered the country.

## Section 8 – Personal Liability

If, during the Period of Insurance, and whilst on a Journey, an Insured Person becomes legally liable to pay damages in respect of either:

1. bodily injury to any other person; or
2. loss of or damage to physical property;

and such bodily injury or damage is caused by an Accident outside of the Insured Person's Country of Residence, We will indemnify the Insured on behalf of the Insured Person up to the amount shown on the Policy Schedule against Section 8 – Personal Liability:

- a) against all such damages; and
- b) all legal costs and expenses which are recoverable by an Insured Person from the Insured Person and/or incurred with Our written consent in the investigation or defence of any claim.

### Conditions applying to Section 8

1. No admission, offer, promise, payment or indemnity shall be made by the Insured or the Insured Person without Our written consent.
2. We shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim and We shall have full discretion in the handling of any proceedings.
3. We may at any time pay, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Policy Schedule against Section 5 (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We shall be under no further liability in connection with such claim(s), except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### Exclusions applying to Section 8

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable in respect of;

1. injury to any person arising in the course of their employment, contract of service or apprenticeship with the Insured;
2. loss of or damage to property belonging to or held in trust by or in the care, custody or control of the Insured, an Insured Person or any of the Insured's Employees;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when an Insured Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of the Insured or an Insured Person;
4. injury, loss or damage to property caused by or arising from;
  - a) the nature of products sold by the Insured or an Insured Person.
  - b) advice furnished by the Insured or by an insured Person.
  - c) the conduct of the Insured's business, trade or profession.
5. liability assumed under contract unless such liability would have arisen in the absence of such contract;
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any sexually transmitted or transmissible disease, or infection or virus of any sort emanating from a sexually transmitted or transmissible disease.
8. Any liability arising out of ownership, possession, custody or use of any firearm.



## Section 9 – Extra Territorial Workers Compensation

If, during the Period of Insurance, and whilst on a Journey, an Insured Person dies, or suffers an Injury or Sickness, We will indemnify the Insured for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for death, Injury or Sickness arising out of or in the course of their employment or damages consequently payable at common law except where the entitlement arises solely under any statute, subject to the limits of liability set out below.

### Limit of Liability applying to Section 9

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

1. in the case of a claim for compensation benefits, the difference between the benefits payable by the Insured and the amount which the Insured Person or their dependents are entitled to claim under any workers' compensation insurance which the Insured was required to effect as described above but not to exceed the amounts shown on the Policy Schedule against Section 9 – Extra Territorial Workers Compensation.
2. in the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Insured and the amount of indemnity to which the Insured would have been entitled under any workers compensation insurance which the Insured was required to effect as described above, but not to exceed the amounts shown on the Policy Schedule against Section 9 –Extra Territorial Workers Compensation.
3. the limits of liability are amounts shown on the Policy Schedule against Section 9 – Extra Territorial Workers Compensation and shall apply as follows:
  - a) Limit (A) is the limit of weekly compensation for each Insured Person;
  - b) Limit (B) is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) Accident whether involving one (1) or more Insured Person; and
  - c) Limit (C) is the aggregate for all compensation, damages, costs and expenses for all occurrences, events and Accidents occurring during any one (1) Period of Insurance, whether involving one (1) or more Insured Persons.

### Conditions applying to Section 9

1. Cover under this Section only applies;
  - a) with respect to Insured Persons who are employed by the Insured or who are deemed by any applicable workers' compensation legislation to be workers employed by the Insured and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
  - b) if the Insured maintained in force during the Period of Insurance of this Policy, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of Employees by the Insured or the Insured is licensed under such laws as a self-insurer; and
  - c) while the Insured Person is working on a temporary basis (not exceeding six (6) months) outside the state or territory in which the Insured Person's usual place of employment is located.
2. If required by Us, the Insured shall;
  - a) make available to Us such information and documentation with respect to a claim, including medical reports, report of injury forms, claim forms and any other documentation, which comes into the Insured's possession; and
  - b) authorise Precision Underwriting to have access to the files and information held by any workers' compensation insurer with whom the Insured has effected insurance.
3. Any benefits otherwise payable under Section 3 – Personal Accident & Sickness and Section 1 – Overseas Medical Expenses of the Policy with respect to an Insured Person shall be reduced by the amount of any benefit payable under these Sections with respect to that Insured Person.

## Exclusions applying to Section 9

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable in respect of;

1. any expenses with respect to exemplary, punitive or aggravated damages; or
2. any expenses which We are prohibited from paying due to government legislation, whether existing or amended.

## Section 10 – Political Unrest & Natural Disaster Evacuation

If, during the Period of Insurance, and whilst on a Journey, an Insured Person is in a country outside of their Country of Residence and:

1. officials in that country recommend that certain categories of persons, which categories include the Insured Person, should leave that country;
2. the Australian government, through its Department of Foreign Affairs and Trade, issues a Consular Travel Warning recommendation that certain categories of persons, which categories include the Insured Person should leave that country;
3. an Insured Person is expelled or declared persona non grata in that country;
4. there is wholesale seizure, confiscation or expropriation of the Insured's or the Insured Person's property, plant or equipment in that country; or
5. a natural disaster has occurred in that country, and a state of emergency has been declared necessitating immediate evacuation of the Insured Person in order to avoid risk of Injury or Sickness;

We will pay the actual, necessary and reasonable expenses incurred:

1. to return the Insured Person to their Country of Residence or the nearest place of safety using the most reasonably available method of transport, provided that prior approval has been obtained by Fullerton Emergency Assistance, up to the maximum sum insured shown on the Policy Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation; and
2. for reasonable accommodation costs for up to twenty-one (21) days if the Insured Person is unable to return to their Country of Residence, provided that prior approval has been obtained by Fullerton Emergency Assistance, up to the maximum sum insured shown on the Policy Schedule against Section 10 – Political Unrest & Natural Disaster Evacuation.

## Conditions applying to Section 10

1. If the Insured Person is required to leave the country they are in, Fullerton Emergency Assistance must be contacted beforehand to confirm cover. Where possible Fullerton Emergency Assistance will make the travel arrangements and, in all cases, Insurers will decide where to send the Insured Person.

## Exclusions applying to Section 10

In addition to the General Exclusions applying to all sections of this Policy, We will not be liable to pay loss, cost or expense arising from or attributable to;

1. the Insured Person violating the laws or regulations of the country they are in;
2. the Insured Person failing to produce or maintain immigration, work, residence or similar visas, permits or other similar documentation;
3. any debt, insolvency, commercial failure, the repossession of any property by a titleholder or any other financial cause;
4. failure of the Insured or the Insured Person to honour any contractual obligation or bond or to obey any conditions in a licence;

5. the Insured Person being evacuated from their Country of Residence;
6. evacuation of an Insured Person who is a national of the country from which they are to be evacuated;
7. the political unrest or natural disaster that resulted in the Insured Person's evacuation being in existence prior to the Insured Person entering the country or its occurrence being foreseeable to a reasonable person before the Insured Person entered the country; or
8. War, Civil War or natural disaster that was in existence prior to the Insured Person entering the country or which was foreseeable to a reasonable person before the Insured Person entered the country.

## Section 11 – Search & Rescue Expenses

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

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

We will reimburse the Insured up to an amount shown on the Policy Schedule against Section 11 – Search & Rescues Expenses, in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities in searching for such Insured Person and for bringing them to a place of safety.

### Conditions applying to Section 11

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

Where any event covered under Section 11 is, or is subsequently found to be covered under:

- a) Section 1 – Overseas Medical Expenses & Medical Evacuation Expenses; or
- b) Section 7 – Kidnap, Ransom, Extortion, Hijack & Detention; or
- c) Section 10 – Political Unrest & Natural Disaster Evacuation;

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

## Section 12 – Additional Wellbeing

### Accidental HIV Infection Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person accidentally contracts the Human Immunodeficiency Virus (HIV) Infection;

1. as a direct result of Injury caused by a violent and physical bodily assault by another person on the Insured Person during the Period of Insurance and whilst they are an Insured Person; or
2. as a direct result of receiving medical treatment provided by a registered and legally qualified medical practitioner or registered nurse for an Insured Person's Injury or Sickness suffered whilst they are on a Journey during the Period of Insurance;

We will pay the amount stated on the Policy Schedule under Section 12 – Additional Wellbeing – Accidental HIV Infection Benefit, provided that;

1. there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
2. any event leading to or likely to lead to a positive diagnosis of HIV is reported to Us and medical tests are carried out by a registered and legally qualified medical practitioner no more than forty- eight (48) hours from the date and time of the event giving rise to the HIV infection; and
3. a recognised laboratory carries out medical and clinical tests that conclusively prove the Insured Person was not HIV positive at the time and date of the event giving rise to the HIV infection. No benefit will be payable if the Insured Person fails to comply with or provide the required level of proof.

### Advanced Payment

If an Insured Person sustains an Injury or Sickness for which benefits are payable under Section 3 – Personal Accident & Sickness – Events 20 or 27, We will immediately pay thirteen (13) weeks benefit, provided that We are presented with medical evidence from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) weeks.

### Automatic Insurance Extension

If, during the Period of Insurance, and whilst on a Journey, an Insured Person's expected return to their Country of Residence is delayed due to an unforeseen transport delay which is outside the control of the Insured or Insured Person, or due to the Insured Person suffering an Injury or Sickness for which a claim is payable under this Policy, We shall continue to cover the Insured Person for up to three (3) calendar months from the date of the Insured Person's original return date to their Country of Residence, including any such time that falls outside of the Period of Insurance provided that this is not covered by any other Insurance.

### Coma Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person sustains an Injury which directly causes or results in a continuous unconscious state and the Insured Person or the Insured Person's legal representative presents Us Australia & Pacific with a written opinion of a Doctor that verifies that the Injury caused the Insured Person to be in such a continuous unconscious state, We will pay the daily amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Coma Benefit or part thereof of continuous unconsciousness, up to a maximum period of ninety (90) days.

### Court Attendance Benefit

If, during the Period of Insurance, the Insured Person is required to attend court in connection with an event that has resulted in a valid claim under Section 8– Personal Liability, We will pay one hundred dollars (\$100) per day for each day the Insured Person attends court, up to a maximum of one thousand dollars (\$1,000) in total, per Insured Person.

### Dependent Child Benefit

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers an Accidental Death, We will pay the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Dependent Child Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated on the Policy Schedule.

### **Domestic Help Benefit**

If, during the Period of Insurance, and whilst on a Journey, the Accompanying Spouse/Partner of the Insured Person who is a non-income earner sustains an Injury or Sickness for which a benefit would be payable under Section 3, Events 20 and/or 21, or Events 27 and/or 28 and a Doctor certifies that they are unable to carry out Domestic Duties, We will pay the actual and reasonable costs incurred for hiring domestic help up to the amount shown on the Policy Schedule against Section 12– Additional Wellbeing– Domestic Help Benefit, provided that the domestic help is not carried out by the Insured Person or their Close Relatives, nor a person permanently residing with the Insured Person.

### **Education Fund Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Accidental Death and is survived by Dependent Children, We will pay the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Dependent Child Benefit, for each surviving Dependent Child of the Insured Person, up to the maximum amount per family stated on the Policy Schedule.

### **Escalation of Claim Benefit**

After payment of a benefit under Section 3 – Personal Accident & Sickness – Events 20 and/or 21 or Events 27 and/or 28 continuously for twelve (12) months and again after each subsequent period of twelve (12) months during which a benefit is paid, the benefit will be increased by 5% per annum.

### **Home Burglary Excess Benefit**

If, during the Period of Insurance, and whilst on a Journey, the Insured Person's place of residence is burgled, We will reimburse the excess amount paid under a home contents insurance policy, up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing– Home Burglary Excess Benefit.

### **Identity Theft Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers theft of personal data or documents relating to their identity which results in the fraudulent use to obtain money, goods or services, We will reimburse up to the amount shown on the Policy Schedule against Section 12 - Additional Wellbeing – Identity Theft for reasonable legal expenses incurred with Our prior written consent;

1. to pursue closure of any disputed areas, accounts or credit facilities;
2. for re-submitting 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;
3. for notarising affidavits or other similar documents, amending or rectifying records in regard to the Insured Person's true name or identity as the result of identity theft;
4. to defend any suit brought against the insured Person by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of identity theft; and
5. to remove any civil judgment wrongfully entered against the Insured Person as a result of identity theft.

### **Independent Financial Advice**

If an Insured Person sustains an Injury for which benefits are payable under Section 3 – Personal Accident & Sickness, for Events 1 to 8.a), We will, at the request of the Insured, pay for the cost of professional financial planning advice in respect of the payment of the benefit, provided by a qualified financial planner who is not an Insured Person or their Close Relative, up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Independent Financial Advice. Costs must be incurred within six (6) months of the Lump Sum benefit being paid.

### **Keys & Locks Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person loses their identification and keys at the same time, We will reimburse for the reasonable and actual costs for the replacement of keys and/or locks to their home and/or motor vehicle, up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing– Keys & Locks Benefit.

### **Modification Benefit**

If, during the Period of Insurance an Insured Person sustains an Injury for which a benefit is paid under Section 3 – Personal Accident & Sickness, for Events 2 or 3, We will pay for costs necessarily incurred to modify the Insured



Person's home and/or motor vehicle, or costs associated with relocating the Insured Person to a more suitable home, up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Modification Benefit, provided that medical evidence is presented from a Doctor certifying the modification and/ or relocation is necessary.

#### **Orphan Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person and their Spouse/Partner both suffer an Accidental Death resulting from the same Event and they are survived by Dependent Children, We will pay the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Orphan Benefit, for each Dependent Child of the Insured Person, up to the maximum amount per family stated on the Policy Schedule.

#### **Rehabilitation Benefit**

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 3 – Personal Accident & Sickness, for which benefits are payable, We will pay for tuition or advice for an Insured Person from a licensed vocational school, provided such tuition or advice is undertaken with Insurer's prior written agreement and is confirmed by the Insured Person's Doctor as being necessary. The maximum amount We will pay under this benefit is shown on the Policy Schedule against Section 12 – Additional Wellbeing – Rehabilitation Benefit.

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

If, during the Period of Insurance, and whilst on a Journey, the Insured Person's Spouse/Partner (who is not Accompanying the Insured Person) suffers an Accidental Death, We will pay the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Spouse/Partner Accidental Death Benefit.

#### **Spouse/Partner Retraining Benefit**

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers an Injury for which a benefit is paid under Section 3 – Personal Accident & Sickness, Events 1 or 2, We will at the request of the Insured, pay up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Spouse/Partner Retraining Benefit, for the training or retraining of the Insured Person's Spouse/Partner;

1. for the sole purpose of obtaining gainful employment;
2. to improve their potential for employment;
3. to enable them to improve the quality of care they can provide to the Insured Person;

Provided always that;

1. the Spouse/Partner has not attained the age of sixty-five (65) years of age at the commencement of the training;
2. the training is provided by a recognised institution with qualified skills to provide such training;
3. costs must be incurred within six (6) months of the payment of the benefit for Events 1 or 2 under Section 1 – Personal Accident & Sickness.

#### **Student Tutorial Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person who is a full time student suffers an Injury and a Doctor certifies that the Insured Person is unable to attend classes as a result of the Injury, We will pay the reasonable and necessary costs incurred for home tutorial services, to the maximum amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Student Tutorial Benefit.

#### **Trauma Counselling Benefit**

If, during the Period of Insurance, and whilst on a Journey, the Insured Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act of, sexual assault, rape, murder, violent robbery or an act of terrorism, We will pay up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Trauma Counselling Benefit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not an Insured Person or their Close Relative) provided the treatment is certified as necessary by a Doctor for the wellbeing of the Insured Person.

#### **Unexpired Membership Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person suffers an Injury which results in benefits being payable under;

1. Section 3 – Events 2 to 8.a); or

2. Section 3 – Events 20 and/or 21 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and in either case, is certified by a Doctor as preventing the Insured Person from continuing participation in any sport or gym activity for which they have paid or are contractually obliged to pay a membership, association or registration fee, We will pay the pro-rata refund of such fees for the current season up to the amount shown on the Policy Schedule against Section 12 – Additional Wellbeing – Unexpired Membership Benefit.

## Section 13 – Corporate Protection

### **Chauffeur Benefit**

On the occurrence of Events 20 and/or 21 or Events 27 and/or 28, under Section 3 – Personal Accident & Sickness, for which benefits are payable, provided that medical evidence is presented from a Doctor certifying that the Insured Person is unable to operate a motor vehicle or travel on other available modes of public transport, We will pay up to the amount shown on the Policy Schedule against Section 13 – Corporate Protection– Chauffeur Benefit, for reasonable costs incurred for the hire of a suitable chauffeured vehicle or taxi to transport the Insured Person directly to and from their normal place of residence and normal place of work.

### **Repatriation & Funeral Expenses Benefit**

If, during the Period of Insurance, and whilst on a Journey, an Insured Person dies, We will pay for the reasonable expenses incurred up to the amount shown on the Policy Schedule against Section 13 – Corporate Protection – Repatriation & Funeral Expenses Benefit, for:

1. the cost of returning the Insured Person’s mortal remains and/or personal effects to the Insured Person’s Country of Residence or a place nominated by the Insured Person’s Spouse/Partner or the legal representative of the Insured Person’s estate; and
2. the cost of the Insured Person’s funeral, burial or cremation and associated expenses;

provided that We and/or Fullerton Emergency Assistance are notified as soon as possible, and prior to the arrangement of any repatriation or funeral services.

### **Corporate Image Protection**

If during the Period of Insurance and whilst on a Journey, an Insured Person sustains an Injury which a benefit is paid under Section 3 – Personal Accident & Sickness, Events 1 or 2, We will pay the Insured the actual and reasonable expenses necessarily incurred for the services of image/public relations consultants for the purpose of protecting the Insured’s corporate image, up to the amount shown on the Policy Schedule against Section 13 – Corporate Protection – Corporate Image Protection.

### **Disappearance**

If the body of an Insured Person is not found within twelve (12) months after an Accident involving the conveyance in which they were travelling whilst on a Journey, Accidental Death will be presumed in the absence of any evidence to the contrary. The Accidental Death benefit amount set out under Section 3 – Personal Accident & Sickness, Event 1 shall become payable, subject to a signed undertaking by the beneficiary that if the Insured Person is subsequently found alive, such Accidental Death benefit amount will be refunded to Us.

### **Replacement Staff/Recruitment Cost**

If, during the Period of Insurance, and whilst on a Journey, the Insured Person sustains an Injury and in Our judgement We believe that a benefit will be paid under Section 3 – Personal Accident & Sickness, Event 1 or 2, We will pay the actual and reasonable costs incurred by the Insured for the recruitment of replacement Employees, up to the amount shown on the Policy Schedule against Section 13 – Corporate Protection – Replacement Staff/Recruitment Costs, provided that the costs are incurred within sixty (60) days and are crucial and necessary for the Insured’s business to continue.

The Insured must first provide a signed undertaking that any amount paid will be repaid to Us if it is found that a valid claim did not or will not eventuate.

## General Exclusions

The following general exclusions apply to all Sections of this Policy unless expressly stated as not applying by endorsement;

We will not be liable to pay loss, cost or expense arising from or attributable to;

1. an Insured Person engaging in or taking part in;
  - a) flying in an aircraft or aerial device other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for or participating in Professional Sport of any kind.
2. any self-injury, suicide or any illegal or criminal act committed by the Insured Person;
3. the Excess as stated in the Policy Schedule;
4. the Insured Person exceeding the lawful blood alcohol limit, including having a blood alcohol limit content over the prescribed legal limit whilst driving, or being under the influence of non-prescription drugs, including abuse of prescription drugs unless it was prescribed by a Doctor and taken in accordance with the Doctor's advice;
5. Us contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth); or
6. any loss which occurs when the Insured Person is ninety (90) years of age or over. This will not prejudice any entitlement to claim benefits which has arisen before an Insured Person has attained the age of ninety (90) years;
7. War or Civil War, provided that this exclusion does not apply to Section 2 or Section 10, invasion, act of foreign enemy, rebellion, revolution, insurrection or military, usurped power or Terrorism; or
8. Terrorism, provided that this exclusion does not apply to Section 2. If We allege that a claim is not covered by this Policy, the burden of proving the contrary shall be upon You.
9. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
10. the Insured Person's voluntary exposure to unnecessary danger.
11. any condition such as neurosis, psycho-neurosis, mental, emotional, stress, depression or anxiety condition disease or disorder or similar condition or any condition which is a consequence of the treatment of these conditions, unless the Insured Person is being treated by or has been referred to a psychiatrist, psychologist or similar specialist.
12. Pre-Existing Medical Conditions as herein defined.

Furthermore, there is no cover under Section 3 of the Policy for Event 2 (Permanent Total Disablement) or Events 20, 21, 27 or 28 (Temporary Total Disablement and Temporary Partial Disablement) with respect to any Insured Person who is over seventy-five (75) years of age.

## General Provisions

### Aggregate limit of liability

Except as detailed below, Our total liability for all claims arising from any one (1) Event shall not exceed the amount shown on the Policy Schedule against Aggregate Limit of Liability.

In the event that claims made under this insurance exceed the Aggregate Limit of Liability, then the amount by which claims exceed this limit will be proportionally reduced.

### Alteration of risk

The Insured must advise Us as soon as is reasonably practical of any alteration of the Insured's business activities which increase the risk of damage, Injury, liability, loss or Sickness.

### Assistance and co-operation

The Insured shall co-operate with Us and upon Our request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of bodily injury or damage with respect to which insurance is afforded under the Policy. In that regard, the Insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of Accident.

### Cancellation

The Insured may cancel this Policy at any time by notifying Us in writing. The cancellation will take effect from 4:00pm on the day We receive the Insured's written notice of cancellation or such time as may be otherwise agreed.

We may cancel the Policy or any section thereof for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth), including where there has been non-payment of the Premium. Cancellation by Us takes effect from 4:00pm on the day which is three (3) business days from the date We notify You in writing.

If the Policy is cancelled by either the Insured or Us, We will retain a short period premium calculated at the pro-rata proportion of the annual premium for the time the Insured has been on risk plus ten percent (10%) and the Insured shall receive a refund of any balance of the Premium actually paid.

We will not refund any Premium if We have paid a claim or benefit to the Insured or an Insured Person under the Policy.

### Currency

All amounts shown on the Policy are in Australian dollars (AUD).

### Due diligence

The Insured and Insured Person's must take all reasonable care to prevent or minimise loss, damage, Injury, Sickness or liability under this Policy.

### Fraudulent claims

If any Claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any loss hereunder be occasioned by the wilful act or with the connivance of the Insured, We, without prejudice to any other right(s) We might have under this Policy, shall be entitled to refuse to pay such Claim and You must pay back any benefit that we have already paid. If

this happens, We will not refund any premium.

## Notice of claim

The Insured or any person entitled to claim under this Policy must give Us and Our authorised agent notice of any event which is likely to give rise to a claim, within thirty (30) days, or as soon as is reasonably practicable.

Any such notice must be directed to Precision Underwriting, 31 Willoughby Road, Terrigal NSW 2260. Email to [info@precisionunderwriting.com.au](mailto:info@precisionunderwriting.com.au).

Any such notice must also be copied to:

Corporate Services Network (previously known as Fullerton Health Corporate Services)

Level 10, 33 York Street

Sydney NSW 2000

E [claims@csnet.com.au](mailto:claims@csnet.com.au)

T +61 (0)2 8256 1770

## Other Insurance

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

## Sanctions

We shall not provide cover and We shall not be liability to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United States resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Service of Suit

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 Australia Limited

Level 16, Suite 1603

1 Macquarie Place

Sydney

NSW 2000

Australia

T: +61 (0)2 8298 0700

F: +61 (0)2 8298 0788

E: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

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 one of the Underwriters, all Underwriters hereon will abide by the final decision

of such court or any appellate court.

## Several liability notice

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Subrogation

When We pay any amount under this Policy, the Insured and the Insured Person or their legal representative agree that We shall be subrogated to all of Your rights and the rights of each Insured Person or their legal representative to recover against any person or entity and You and the Insured Person or their legal representative agree to execute and deliver any certificates, information and other documentation as We may reasonably require and do whatever else is necessary to enable Us to secure such rights. Neither You nor the Insured Person nor their legal representative shall take action or wilful inaction after We have paid any amount, which will prejudice Our rights to subrogation.

## Takeover terms

With respect to Insured Persons who are covered by this Insurance on the commencement date of the Period of Insurance and were covered at expiry under the insurance policy that this Policy replaces, cover is hereby extended to include any Pre-Existing Medical Conditions (other than any condition which has a terminal diagnosis) which would have been covered under the previous insurance. This provision has the effect of altering this Policy's definition of Pre-Existing Medical Condition and Exclusion 12 which may otherwise have applied.