

# Chubb Business Travel Insurance

Policy Wording & Product  
Disclosure Statement (PDS)

CHUBB®

Accident & Health

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## Important Information

### **1. About this Business Travel Insurance PDS**

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

#### **General Advice**

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

#### **Preparation Date**

This PDS was prepared on May 24, 2019. Other documents may form part of Our PDS and if they do, We will tell the Policyholder in the relevant document.

### **2. About the Insurer**

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Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (Chubb) is the insurer/issuer of this product. In this PDS, "We", "Us", "Our" means Chubb Insurance Australia Limited. Our contact details are:

Head Office: Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000  
Postal address: GPO Box 4907  
Sydney NSW 2001  
O 1800 815 675  
F +61 2 9335 3411  
E CustomerService.AUNZ@chubb.com

#### **General Insurance Code of Practice**

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

### 3. Summary of Insurance

The following provides a summary of the main covers available under the Policy only. It does not form part of the Policy and cannot be relied on as a full description of the cover provided.

Please refer to the relevant sections of the Policy and the Schedule for full benefit details and applicable terms, limitations, conditions and exclusions.

The covers are provided only if specified as applicable in the Schedule.

The Policy also defines certain terms used in this summary, either under General Definitions or as definitions specific to certain sections.

#### Section 1 - Personal Accident and Sickness

We pay agreed lump sums or weekly benefits if a Covered Person suffers a Bodily Injury or Sickness which results in a covered Event (as per the Table of Events) whilst on a Journey. A covered Event may include, but is not limited to, an Accidental Death, a disablement and/or a Bodily Injury or Sickness resulting in the Covered Person being temporarily unable to work.

#### Section 2 - Kidnap And Ransom/ Extortion Cover

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

#### Section 3 - Hijack and Detention

We pay the Policyholder a daily agreed amount whilst a Covered Person on a Journey is:

1. Detained as a result of a Hijack for more than twelve (12) hours; or
2. Detained by any government, state or other lawful authority.

#### Section 4 - Medical, Evacuation and Additional Expenses

We pay or reimburse the Policyholder, the Covered Person or the Covered Person's estate for certain Medical, Evacuation and Additional Expenses if a Covered Person suffers a Bodily Injury or Sickness whilst on a Journey. Cover may be provided for:

- a) necessarily incurred expenses for hospital, surgical or other diagnostic or remedial treatments as a direct result of the Covered Person's Bodily Injury or Sickness;
- b) necessarily incurred expenses for emergency dental treatment as a result of a Bodily Injury, or to resolve the acute, spontaneous and unexpected onset of pain;
- c) expenses related to the evacuation of the Covered Person to the most suitable hospital or to the Covered Person's Country of Residence as a direct result of their Bodily Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Covered Person;
- d) reasonable travel and accommodation expenses of any two (2) specified persons known to the Covered Person who, as a result of the Covered Person's Bodily Injury or Sickness, are required to travel to, or remain with, the Covered Person on Doctor's advice; or
- e) the ongoing medical expenses incurred after a Covered Person has returned to their Country of Residence for the treatment of a Bodily Injury or Sickness for which treatment was first sought and received whilst on a Journey.

#### Section 5 - Chubb Assistance and Security Advice

The Policy provides, at no additional charge, 24/7 worldwide travel, medical and security assistance whilst the Covered Person is on a Journey as well as travel security advice prior to commencing the Journey.

#### Section 6 - Cancellation and Disruption

Prior to the Journey commencing or whilst on a Journey, We reimburse the Policyholder or the Covered Person for:

- a) the non-refundable unused portion of their forfeited Travel or Accommodation Expenses paid in advance; and/or
- b) any necessarily incurred reasonable additional Travel or Accommodation Expenses and/or out-of-pocket expenses as a result of unforeseen circumstance outside their control, such as (but not limited to):
  - i. the Covered Person's unexpected death, Bodily Injury or Sickness preventing them from either commencing or continuing a Journey; or
  - ii. the Serious Injury or Serious Sickness of certain specified persons associated with the Covered Person; or
  - iii. the Covered Person's residence or business suffering major theft or damage.

#### Section 7 - Alternative Employee/ Resumption of Assignment Expenses

We reimburse the Policyholder for certain Alternative Employee Expenses or Resumption of Assignment Expenses incurred as the direct result of a Covered Person dying or suffering a Bodily Injury or Sickness whilst on a Journey, or a claim being admitted under Cancellation and Disruption in Section 6.

### **Section 8 - Baggage and Travel Documents**

We will reimburse the Policyholder or the Covered Person for loss of, theft of or damage to certain items of Baggage, Business Property, Electronic Equipment, Money or Travel Documents in specified circumstances whilst on a Journey.

We will also reimburse for the essential replacement of clothing and toiletries in instances where baggage is delayed, misdirected or temporarily mislaid by the transport carrier for more than eight (8) consecutive hours.

### **Section 9 - Personal Liability**

We indemnify the Covered Person against certain damages they become legally liable to pay in respect of either Bodily Injury to any person or loss of or damage to property where the Bodily Injury or damage is caused by an Accident whilst on a Journey. We also pay certain approved legal costs and expenses.

### **Section 10 - Rental and Personal Vehicle Excess**

We reimburse the Policyholder or the Covered Person for the excess of a Rental Vehicle or a personal vehicle which the Covered Person becomes liable to pay because the vehicle is involved in a collision or is stolen or damaged whilst under their care on a Journey.

### **Section 11 - Extra Territorial Workers' Compensation**

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

### **Section 12 - Political and Natural Disaster Evacuation**

We reimburse certain costs of the Covered Person's return to their Country of Residence or the nearest place of safety and reasonable accommodation costs if the Covered Person is unable to

return to their Country of Residence, as a result of a covered political evacuation or if a major natural disaster has occurred in the country the Covered Person is in, necessitating their immediate evacuation in order for them to avoid risk of Bodily Injury or Sickness.

### **Section 13 - Search and Rescue Expenses**

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

### **Specific Terms, Conditions and Exclusions**

All of the above covers are subject to specific terms, conditions and exclusions (including limits and excesses) which are described under each section as well as under the following sections:

- General exclusions applicable to the Policy
- General provisions and conditions applicable to the Policy.

For example, some benefits have age limitations. Please read the full policy wording to decide whether this cover is right for you.

### **4. The nature of a Covered Person's right to access cover under the Policy and when it starts and ends**

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

We do not need to provide any notices in relation to this insurance to Covered Persons as they are not a contracting party to the Policy. We only send notices to the Policyholder which is the only entity We have contractual obligations to under the Policy.

Covered Persons are not obliged to accept any of the benefits of this insurance. If a Covered Person makes a claim under the Policy then such person will have the same obligations to Us as if they were the Policyholder and We will have the same rights against the Covered Persons as we would have against the Policyholder.

The insurance cover is subject to the terms, conditions, limitations and exclusions set out in this document.

Neither We nor the Policyholder hold anything on trust for, or for the benefit or on behalf of, Covered Persons under this insurance arrangement. The Policyholder:

- a) does not act on behalf of Us or a Covered Person in relation to the insurance;
- b) is not authorised to provide any financial product advice, recommendations or opinions about the insurance; and
- c) does not receive any remuneration or other benefits from Us.

Any person who may be eligible should consider obtaining advice as to whether the benefits are appropriate or useful for their personal needs from a person who is licensed to give such advice. No advice is provided by Us that the benefits are appropriate or useful for any Covered Person's own circumstances or needs. Nothing prevents such persons from entering into other arrangements regarding insurance.

A Covered Person's access to cover:

- a) begins from the time the relevant person meets the criteria specified

in the Schedule for a Covered Person and becomes a Covered Person; and

- b) ends at the earliest of the following events:
- i. when the relevant person no longer meets the criteria specified in the Schedule for a Covered Person; or
  - ii. at the end of the Period of Insurance (with the exception of paragraph 2 under ‘Extensions To All Sections’); or
  - iii. when the Policy is cancelled by Us or the Policyholder.

Refer to the General Definitions section for the definition of Period of Insurance and other capitalised terms.

## **5. Our agreement with the Policyholder (the Policy)**

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Where We have agreed to enter into the Policy with the Policyholder We do so on the terms and conditions and exclusions contained in this PDS, the Schedule We issue to the Policyholder confirming entry into the Policy and any other document that We issue to the Policyholder that We advise will form part of the Policy (e.g. an endorsement and/or a Supplementary Product Disclosure Statement (SPDS)).

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

- the Period of Insurance;
- who the Covered Persons entitled to access cover are;
- the Premium payable by the Policyholder (See page 9 Premium description section);
- the applicable benefits and limits; and
- variations to this PDS and other Policy terms, conditions and exclusions (if any).

We may also issue other documents (e.g. endorsements or SPDSs) from time to time which may vary this PDS,

the Schedule and other Policy terms, conditions and exclusions.

All of the above make up the “Policy” the Policyholder has with Us. They are all important documents and must be read together carefully and be kept in a safe place for future reference.

## **6. Group Insurance Policy**

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The Policyholder must ensure that a copy of this PDS is made available to each Covered Person.

## **7. Cooling Off and Cancellation Rights**

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The Policyholder has twenty-one (21) days after entry into the Policy (including renewals) to decide whether to return it. If the request is made to Us in writing within those twenty-one (21) days, We will cancel the Policy, provided neither the Policyholder nor any Covered Person has exercised a right or power under the terms of the Policy in that period (e.g. a claim has been made or benefit paid). We will provide a full refund of Premium, less charges or taxes which We are unable to recover. Even after the cooling off period ends the Policyholder has cancellation rights (See page 54 Cancellation Clause).

## **8. Renewal Procedure**

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

## **9. Privacy Statement**

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In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (Chubb).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

### **Why We collect Your Personal Information**

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com).

### **How We obtain Your Personal Information**

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

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

### **When do We disclose Your Personal Information?**

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### **Your Consent**

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

### **Access to and correction of Your Personal Information**

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products of services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form [online](#) or download it from [www2.chubb.com/au-en/footer/privacy.aspx](http://www2.chubb.com/au-en/footer/privacy.aspx) and return to:

Email  
CustomerService.AUNZ@chubb.com  
Fax: + 61 2 9335 3467  
Address:  
GPO Box 4907 Sydney NSW 2001

### **How to Make a Complaint**

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907 Sydney NSW 2001  
+61 2 9335 3200  
Privacy.AU@chubb.com.

## **10. Complaints and Dispute Resolution**

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute

resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

### **Stage 1 - Complaint Handling Procedure**

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O 1800 815 675  
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.



## Stage 2 - Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
O +61 2 9335 3200  
F +61 2 9335 3411  
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Australian Financial Complaints Authority (AFCA) as detailed under Stage 3 below, subject to its Rules. If your complaint or dispute falls outside the AFCA Rules, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

## Stage 3 - External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45)

days, you may refer your complaint or dispute to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
O 1800 931 678 (free call)  
F +61 3 9613 6399  
E info@afca.org.au  
W www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## 11. Premium

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

1. the number of estimated trips, occupations and previous insurance history of persons to be covered; and
2. the type and amount of cover provided.

It is important for the Policyholder to know that the Premium varies depending on the information We receive from the Policyholder about the risk to be covered by Us. Based on Our experience, We decide what factors

increase Our risk and how they should impact on the Premium.

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

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

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

### Non payment of Premium

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

## 12. Financial Claims Scheme

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

The Insurance Act is designed to ensure that, under all reasonable circumstances, financial promises made by Us are met within a stable, efficient and competitive financial system.

Because of this We are exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee

or its representatives of Chapter 7 of the *Corporations Act 2001* (Cth). We have compensation arrangements in place that are in accordance with the Insurance Act.

In the unlikely event that We were to become insolvent and were unable to meet Our obligations under the Policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to <https://www.fcs.gov.au> for more information.

### **13. Updating this PDS**

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We may need to update this PDS from time to time if certain changes occur where required and permitted by law. We will issue the Policyholder with a new PDS or a Supplementary PDS or other compliant document to update the relevant information except in limited cases.

Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, We may issue the Policyholder with notice of this information in other forms or keep an internal record of such changes. A paper copy of any updated information is available to the Policyholder at no cost by contacting Us.

### **14. How to Contact Us**

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To contact Us, ask any questions or request any further information regarding the Policy, refer to Our contact details under the heading “About the Insurer”.

### **15. Duty of Disclosure**

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Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

#### **What You do not need to tell Us**

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### **If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are a natural person, a different duty of disclosure to the one set out above applies to you. Please contact us so that you can be informed of the duty of disclosure that applies to you.

# General Definitions

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

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

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

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

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

**Carjacking Incident** means the violent theft or attempted theft of a motor vehicle which is under the care and control of, or occupied by or immediately intended to be occupied by a Covered Person.

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

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

**Close Colleague** means:

- a) a fellow Employee of the Covered Person whose duties and responsibilities directly affect the

- Covered Person's work; or
- b) a person, who is not a fellow Employee but, where the business relationship of that person with the Covered Person necessitates the immediate return of the Covered Person, but does not include any travelling companion.

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

**Conveyance** means:

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

**Country of Residence** means the country:

- a) of which the Covered Person is a permanent resident (e.g. in relation to which they hold a multiple entry visa or permit which gives the Covered Person resident rights in such country); or
- b) in which the Covered Person is residing on an overseas expatriate assignment.

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

no other basis. A Covered Person is not a contracting insured under the Policy with Us. Our agreement is entered into with the Policyholder.

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

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

**Dependent Child(ren)** means a Covered Person's and their Spouse/ Partner's unmarried dependent child(ren) (including step or legally adopted child(ren)) 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, are primarily dependent upon the Covered Person for maintenance and support. Dependent Child(ren) also means a Covered Person's unmarried children of any age who are permanently living with the Covered Person and are Permanently mentally or physically incapable of self-support.

**Directors and Executives Private Travel** means non-business related travel with respect to the Policyholder's company directors (executive and non-executive), chief financial officer, chief executive officer, chief operating officer, company secretary, general manager and their Accompanying Spouse/ Partner and/or Dependent Child(ren), provided that the travel involves an aerial flight or overnight stay.

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

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

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

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

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

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

**Journey** means the journey described in the Schedule and is extended to include:

- a) Incidental Private Travel; and/or
- b) Directors and Executives Private Travel as declared

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

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

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

a child.

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

**Permanent** means having lasted twelve (12) consecutive months from the date of the Bodily Injury and at the expiry of that period, being beyond hope of improvement. The word Permanently shall be construed accordingly.

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

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

**Pre-Existing Condition** means:

- a) any physical defect, condition, illness or disease for which treatment, medication or advice (including advice for treatment) has been received or prescribed by a Doctor or Dentist in the twelve (12) months immediately prior to the Covered Person's Journey; or
- b) a condition, the manifestation of symptoms of which a reasonable person in the circumstances would be expected to be aware of at the time of booking their Journey.

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

**Professional Sport** means any sport for which a Covered Person receives a fee, allowance, sponsorship or monetary reward as a result of their participation, which in totality accounts for more than

fifteen percent (15%) of their annual income from all sources.

**Salary means:**

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

they will be included as part of the Employee's weekly pre-tax income; or

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

**Schedule** means the schedule listing the benefits and limits which is issued by Us to the Policyholder.

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

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

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

**Specially Designated List** means names of a person, entities, groups, or corporate specified on a list who are subject to trade or economic sanctions or other such similar laws or regulations of the United States of America, Australia, United Nations, European

Union or United Kingdom.

**Spouse/Partner** means a Covered Person's husband or wife and includes a de-facto and/or life partner with whom a Covered Person has continuously cohabited for a period of three (3) months or more at the time of loss.

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

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

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

**We/Our/Us** means Chubb Insurance Australia Limited (ABN 23 001 642 020) who is the insurer/issuer of the Policy.

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

## Section 1 - Personal Accident and Sickness

### **Extent of Cover**

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury (under Parts A, B, D and E) or Sickness (under Part C only) which is not a Pre-Existing Condition and which results directly in the occurrence of one or more of the Event(s) listed in the Table of Events below within twelve (12) months of either:

1. the date of the Bodily Injury; or
2. the date of the first occurrence of the Sickness;

We will pay the corresponding benefit provided an amount is shown on the Schedule referable to the percentage of the Sum Insured of the Event(s) on the Table of Events below.

## Table of Events

Part A - Lump Sum Benefits	
Cover for an Event under this Part applies only if an amount for that Event is shown on the Schedule against Section 1, Part A - Lump Sum Benefits.	
Events Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	Benefits The percentage of the amount shown in the Schedule against Section 1, Part A - Lump Sum Benefits (per Covered Person).
1. Accidental Death	100%
2. Permanent Total Disablement	100%
3. Paraplegia or Quadriplegia	100%
4. Loss of sight of both eyes	100%
5. Loss of sight of one (1) eye	100%
6. Loss of use of one (1) or more Limbs	100%
7. Permanent and incurable insanity	100%
8. Permanent Loss of (a) hearing in both ears (b) the lens in both eyes	100% 100%
9. Permanent Loss of (a) hearing in one (1) ear (b) the lens in one (1) eye	30% 60%
10. Permanent Loss of use of four (4) Fingers and Thumb of either Hand	80%
11. Burns: (a) Third degree burns and/or resultant disfigurement which covers more than 20% of the entire external body (b) Second degree burns and/or resultant disfigurement which covers more than 20% of the entire external body	50% 25%
12. Permanent Loss of use of four (4) Fingers of either Hand	50%
13. Permanent Loss of use of one (1) Thumb of either Hand: (a) both joints (b) one (1) joint	40% 20%
14. Permanent Loss of use of Fingers of either Hand: (a) three (3) joints (b) two (2) joints (c) one (1) joint	15% 10% 5%
15. Permanent Loss of use of Toes of either Foot: (a) all - one (1) Foot (b) great - both joints (c) great - one (1) joint (d) other than great - each Toe	15% 5% 3% 1%
16. Fractured leg or patella with established non-union	10%
17. Shortening of leg by at least 5 cm	7.5%
18. Loss of at least fifty percent (50%) of all sound and natural teeth, including capped or crowned teeth, but excluding first teeth and dentures	1% to a maximum of \$10,000 in total.

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### Part A - Lump Sum Benefits, continued

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

<b>Events</b> Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	<b>Benefits</b> The percentage of the amount shown in the Schedule against Section 1, Part A - Lump Sum Benefits (per Covered Person).
19. Permanent partial disablement not otherwise provided for under Events 2 to 18 inclusive.	Such percentage of the lump sum benefit insured which corresponds to the percentage reduction in whole bodily function as certified by no fewer than three (3) Doctors, one of whom will be the Covered Person's treating Doctor and the remaining two (2) will be appointed by Us.  In the event of a disagreement, the amount payable will be the average of the three (3) opinions.  The maximum amount We will pay is 75% of the lump sum benefit insured.

### Part B Bodily Injury Benefits

#### Part B - Bodily Injury Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if:

1. an amount is shown on the Schedule against Section 1, Part B - Bodily Injury Resulting in Surgery - Benefits; and
2. the surgery is undertaken outside of Australia; and
3. the Covered Person has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

<b>Events</b> Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	<b>Benefits</b> The percentage of the amount shown in the Schedule against Section 1, Part B - Bodily Injury Resulting in Surgery Benefits (per Covered Person).
20. Craniotomy	100%
21. Amputation of a Limb	100%
22. Fracture of a Limb requiring open reduction	50%
23. Dislocation requiring open reduction	25%
24. Any other surgical procedure carried out under a general anaesthetic	5%

#### Part B - Weekly Benefits - Bodily Injury

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

<b>Events</b> Note: the following Event(s) must occur within twelve (12) months of the date of the Bodily Injury.	<b>Benefits</b>
25. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will pay the percentage shown on the Schedule against Section 1, Part B - Weekly Benefits -Bodily Injury, of the Covered Person's Salary, subject to the maximum amount shown on the Schedule.
26. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown on the Schedule against Section 1, Part B Weekly Benefits - Bodily Injury less any amount of current earnings as a result of working in a reduced capacity with the Policyholder, provided the combined amount does not exceed the percentage of Salary shown on the Schedule or the Covered Person's Salary. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the Covered Person's Salary.



## Part C - Sickness Benefits

### Part C - Weekly Benefits - Sickness

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

<b>Events</b> Note: the following Event(s) must occur within twelve (12) months of the first occurrence of the Sickness.	<b>Benefits</b>
27. Temporary Total Disablement	From the date of Temporary Total Disablement and whilst the Temporary Total Disablement persists, We will pay the percentage shown on the Schedule against Section 1, Part C - Weekly Benefits - Sickness, of the Covered Person's Salary, subject to the maximum amount shown on the Schedule.
28. Temporary Partial Disablement	From the date of Temporary Partial Disablement and whilst the Temporary Partial Disablement persists, up to the weekly benefit amount shown on the Schedule against Section 1, Part C - Weekly Benefits - Sickness less any amount of current earnings as a result of working in a reduced capacity with the Policyholder provided the combined amount does not exceed the percentage of Salary shown on the Schedule or the Covered Person's Salary. Should the Covered Person be able to return to work with the Policyholder in a reduced capacity, yet elect not to do so then the benefit payable shall be 25% of the Covered Person's Salary.

### Part C - Sickness Resulting In Surgery - Benefits

Cover for an Event under this Part applies only if:

1. an amount is shown on the Schedule against Section 1, Part C - Sickness Resulting in Surgery - Benefits; and
2. the surgery is undertaken outside of Australia; and
3. the Covered Person has a valid claim with respect to the same procedure under Section 4, Medical, Evacuation and Additional Expenses.

<b>Events</b> Note: the following surgical procedure(s) must be carried out within twelve (12) months of the first occurrence of the Sickness.	<b>Benefits</b> The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part C - Sickness Resulting in Surgery - Benefits (Per Covered Person).
29. Open heart surgical procedure	100%
30. Brain surgery	100%
31. Abdominal surgery carried out under general anaesthetic	50%
32. Any other surgical procedure carried out under a general anaesthetic	5%

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

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

<b>Events</b> Note: the following Event(s) must occur whilst on a Journey.	<b>Benefits</b> The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part D - Fractured Bones - Lump Sum Benefits (Per Covered Person).
33. Neck, skull or spine (Complete Fracture)	100%
34. Hip	75%
35. Jaw, pelvis, leg, ankle or knee (Complete Fracture or Other Fracture)	50%
36. Cheekbone, shoulder or Simple Fracture, Hairline Fracture or Other Fracture of neck, skull or spine	30%
37. Arm, elbow, wrist or ribs (Complete Fracture or Other Fracture)	25%
38. Jaw, pelvis, leg, ankle or knee (Simple Fracture or Hairline Fracture)	20%
39. Nose or collarbone	20%
40. Arm, elbow, wrist or ribs (Simple Fracture or Hairline Fracture)	10%
41. Finger, Thumb, Foot, Hand or Toe	7.5%

The maximum benefit payable for any one (1) Bodily Injury resulting in fractured bones shall be the amount shown on the Schedule against Section 1, Part D - Fractured Bones - Lump Sum Benefits.

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

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

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

<b>Events</b> Note: the following Event(s) must occur whilst on a Journey.	<b>Benefits</b> The benefits shown below are a percentage of the amount shown on the Schedule against Section 1, Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits (Per Covered Person).
42. Loss of teeth or full capping of teeth	100%
43. Partial capping of teeth	50%

The maximum benefit payable for any one (1) Bodily Injury resulting in loss of teeth or dental procedures shall be the amount shown on the Schedule against Section 1, Part E - Loss of Teeth or Dental Procedures - Lump Sum Benefits.

The maximum benefit payable per Tooth shall be limited to the amount shown on the Schedule.

## **Definitions Under Section 1 - Personal Accident and Sickness**

**Act of Terrorism** means the planning, use, or threat of use of violence against persons or property for the purpose of advancing political, religious or ideological goals.

**Air or Road Rage Incident** means a violent physical act occurring whilst the Covered Person is occupying an aircraft as a passenger, or any motor vehicle intended for use on public roadways; and intentionally committed by a person who is not:

- a) a Covered Person; or
- b) a Close Relative of the Covered Person.

**Cancer** means a malignant tumor characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue, resulting in a written positive diagnosis by a Doctor who is certified as an oncologist. This includes Leukemia, Hodgkin's Disease and invasive melanoma but does not include:

- a) carcinoma in situ;
- b) Kaposi's Sarcoma or other AIDS related cancers and cancer in the presence of human immunodeficiency virus (HIV);
- c) prostate cancer diagnosed as T1 NO MO or equivalent staging; or
- d) a recurrence or metastasis of a cancer which was originally diagnosed prior to the Covered Person first meeting the criteria for a Covered Person under this Policy.

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

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

**Excess Period** means the period of time following Events 25, 26, 27 and 28 giving rise to a claim during and for which no benefits are payable as specified in the Schedule.

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

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

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

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

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

**Loss** means in connection with:

1. a Limb: Permanent physical severance or Permanent total loss of the use of the Limb;
2. an eye: total and Permanent loss of all sight in the eye;
3. hearing: total and Permanent loss of hearing;
4. speech: total and Permanent loss of the ability to speak;

and which in each case is caused by Bodily Injury.

**Medical Aids** means equipment such as crutches, bandages, traction equipment, walker boots, heat packs etc. that are recommended in the treatment of a Bodily Injury by a Doctor and which are not excluded under General Exclusion 4.

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

**Paraplegia** means the Permanent loss of use of both legs and the Permanent loss of use of the whole or of part of the

lower half of the body.

**Permanent** means having lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

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

1. the Covered Person is entirely and continuously unable to engage in, perform or attend to any occupation or business for which they are reasonably qualified by reason of education, training or experience; and
2. the disability has lasted twelve (12) consecutive months and at the expiry of that period, being beyond hope of improvement.

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

**Seek Employment** means the Covered Person being registered with the government agency or department in their Country of Residence which is responsible for providing unemployment services (such as Centrelink in Australia) and/or a recruitment company and then providing Us with proof of a minimum of 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.

**Specified Sickness** means a:

- myocardial infarction (heart attack) or ischaemic heart disease; or
- pulmonary embolism or lower respiratory disease; or
- stroke; or
- Cancer; or
- rabies; or
- dementia or Alzheimer's disease.

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

## **Additional Cover Under Section 1**

### **1. Exposure**

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

### **2. Disappearance**

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

Where the Accidental Death benefit in the Table of Events (Event 1) is payable because of a disappearance, We will only pay that benefit after the Policyholder or the legal representatives of the Covered Person's estate has given Us a signed undertaking that the benefit will be repaid to Us if, after Our payment, it is found that the Covered Person did not die as a result of a Bodily Injury.

### **3. Death by Specified Causes (Specified Sickness)**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person dies within the first thirty-one (31) days of the Journey solely and directly as a result of a Specified Sickness which is unrelated to a Pre-Existing Condition,

We will pay a lump sum benefit amount shown in the Schedule against Section 1, Death by Specified Causes (Specified Sickness).

### **4. Corporate Image Protection**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Section 1 Part A - Lump Sum Benefits for either:

1. Event 1 - Accidental Death; or
2. Event 2 - Permanent Total Disablement,

We will reimburse the Policyholder up to the amount shown in the Schedule against Corporate Image Protection for costs (other than the Policyholder's own internal costs) incurred for the engagement of image and/or public relations consultants; and/or the release of information through the media.

Costs must be incurred directly in connection with such a Bodily Injury, to protect and/or positively promote the Policyholder's business and image and is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Section 1, Corporate Image Protection.

### **5. Independent Financial Advice**

If a Covered Person sustains a Bodily Injury for which benefits are payable under Events 1-8, We will, in addition to payment of the benefit, and at the request of the Policyholder, the Covered Person or representatives of the Covered Person's estate, pay for professional financial advice in respect of the payment of the benefit for Events 1-8. Provided, however that such advice

is provided by an independent financial advisor who is not a Close Relative of the Covered Person and who is authorised and regulated by the Australian Securities and Investments Commission to provide such financial advice. The maximum benefit payable for any one (1) Event is the amount shown in the Schedule against Section 1, Independent Financial Advice.

### **6. Coma Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury which directly causes or results in the Covered Person being in a state of continuous unconsciousness and the Covered Person or their legal representative presents Us with a written opinion of a Doctor which verifies that the direct cause of the continuous unconsciousness was the Bodily Injury, We will pay the Policyholder or the Covered Person or the Covered Person's legal representative a weekly amount for each week of continuous unconsciousness, up to a maximum number of consecutive weeks, as shown in the Schedule against Section 1, Coma Benefit. If the state of continuous unconsciousness persists for a period of less than one (1) week, or for only part of any subsequent week, We will pay the Coma Benefit at the rate of one-seventh (1/7th) of the weekly amount for each day during which continuous unconsciousness continues, subject to the maximum number of weeks stated in the Schedule against Section 1, Coma Benefit.

### **7. Partner Retraining Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death or Permanent Total Disablement, We will pay, at the Policyholder's request, up to the amount shown in the Schedule against Section 1, Partner Retraining Benefit.

This amount will be used towards the actual costs incurred for the training or retraining of the Covered Person's Spouse/Partner:

1. for the purpose of obtaining gainful employment; or
2. to improve their employment prospects; or
3. to enable them to improve the quality of care they can provide to the Covered Person. Provided always that the training is provided by a recognised institution with qualified skills to provide such training.

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person's Spouse/Partner (who is not Accompanying the Covered Person) dies Accidentally, We will pay the Covered Person a lump sum benefit amount shown on the Schedule against Spouse/Partner Accidental Death Benefit.

#### **9. Dependent Child Supplement**

If during the Period of Insurance; and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death and is survived by a Dependent Child(ren), We will pay the Covered Person's estate a lump sum benefit for each surviving Dependent Child subject to a maximum benefit with respect to any one (1) family as shown in the Schedule against Section 1, Dependent Child Supplement.

#### **10. Orphaned Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person and their Accompanying Spouse/Partner both suffer death due to an Accident resulting from the same event and they are survived by a Dependent Child(ren), We will pay to the Covered Person's estate, in addition to any benefit payable under Dependent Child Supplement,

a lump sum benefit for each surviving Dependent Child subject to a maximum benefit amount in respect of any one (1) family as shown in the Schedule against Section 1, Orphaned Benefit.

#### **11. Domestic Help Expenses for Accompanying Spouse**

Should the Accompanying Spouse/Partner be a non-income earner prior to sustaining a Bodily Injury, compensation will only be payable under Event 25 and/or Event 26 for the reasonable actual cost of domestic help, including childcare and outdoor household activities, certified as necessary by a Doctor subject to a maximum amount for any one (1) Event per week and a maximum number of weeks as shown in the Schedule against Section 1, Domestic Help Expenses for Accompanying Spouse.

The domestic help may not be performed by a person who is a Close Relative of the Covered Person.

#### **12. Premature Birth/Miscarriage Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury which results in premature childbirth (prior to twenty-six (26) weeks gestation) or miscarriage, We will pay the Policyholder or Covered Person the lump sum benefit amount shown in the Schedule against Section 1, Premature Birth/Miscarriage Benefit.

#### **13. Tuition or Advice Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury or Sickness for which a benefit is payable under Events 2, 25, 26, 27 or 28, We will reimburse expenses incurred by the Policyholder or a Covered Person for tuition or advice for a Covered Person by a licensed vocational school, provided such tuition or advice is undertaken with Our prior written agreement and that evidence is presented from a Doctor certifying the

tuition or advice is medically necessary.

Reimbursement under this provision will be limited to the actual costs incurred by the Policyholder or the Covered Person up to the maximum amount shown in the Schedule against Section 1, Tuition or Advice Expenses.

#### **14. Modification Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury for which a benefit is payable under Events 2 or 3, We will reimburse the Policyholder or Covered Person up to the amount shown in the Schedule against Section 1, Modification Expenses, for actual costs incurred to modify the Covered Person's home and/or vehicle, or costs associated with relocating the Covered Person to a more suitable home, provided that evidence is presented from a Doctor certifying the modification and/or relocation is medically necessary.

#### **15. Unexpired Membership Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury which results in a benefit being paid under:

1. Events 2 to 8; or
2. Events 25 and/or 26 for which a Doctor certifies in writing will continue for a minimum period of twenty-six (26) weeks;

and it is certified by a Doctor as preventing the Covered Person from continuing their participation in any sport or gym activity for which they have pre-paid a membership, association or registration fee, We will pay the Policyholder or Covered Person a pro-rata refund of such fees paid for the current season or membership period, up to the amount shown in the Schedule against Section 1, Unexpired Membership Benefit.

#### **16. Chauffeur Services**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25, 26, 27 or 28, We will pay the Policyholder or Covered Person up to the amount shown in the Schedule against Section 1, Chauffeur Services for a chauffeur or taxi service to and from the Covered Person's usual place of work and their usual place of residence if the Covered Person recovers sufficiently to return to work but is certified by a Doctor as being unable to drive a vehicle or travel on public transport.

#### **17. Executor Emergency Cash Advance**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death, upon the executor of the estate's request, We will advance to the Policyholder or the executor of the Covered Person's estate the amount shown in the Schedule against Section 1, Executor Emergency Cash Advance, whilst the administration of the Covered Person's estate is being arranged.

#### **18. Guaranteed Payment**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury or Sickness for which benefits are payable under Events 25 or 27, provided that medical evidence is presented from a Doctor certifying that the total period of Temporary Total Disablement will be a minimum of twenty-six (26) continuous weeks, We will pay at the time of first payment twelve (12) weeks benefits.

#### **19. Escalation of Claim Benefit**

After payment of a benefit under Events 25, 26, 27 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. Note that any continuation benefits shall still not exceed the total maximum benefit period as shown in the Schedule.

#### **20. Accommodation and Transport Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury and is admitted as an in-patient of a hospital, which is more than one hundred (100) kilometres from the Covered Person's normal place of residence, we will pay the actual and reasonable transport and/or accommodation expenses incurred by their Spouse/Partner and/or Dependent Child(ren) to travel to or remain with the Covered Person, up to the amount shown in the Schedule against Section 1, Accommodation and Transport Expenses, subject to any restriction to do so.

#### **21. Education Fund Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury resulting in Accidental Death, We will reimburse subsequently incurred school or university fees up to the maximum amount stated in the Schedule against Section 1, Education Fund Benefit for each surviving Dependent Child. The maximum amount per family is stated in the Schedule against Section 1, Education Fund Benefit.

#### **22. Out of Pocket Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury which directly results in otherwise unforeseeable expenses for Medical Aids, local transportation (other than in an ambulance) for the purpose of seeking medical treatment, and other non-medical expenses such as clothing and non-medical equipment, We will pay the actual and reasonable costs incurred up to the maximum amount shown in

the Schedule against Section 1, Out Of Pocket Expenses, provided that those costs are not insured elsewhere under this Policy, or an expense to which General Exclusion 4. applies.

#### **23. Student Tutorial Costs**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person who is a student, suffers from a Bodily Injury which results in Event 25 and/or 27 described in Part B of the Table of Events and is unable to attend registered classes, We will pay the cost of reasonably and necessarily incurred home tutorial services as a result of that Bodily Injury up to the amount shown in the Schedule against Section 1, Student Tutorial Costs, provided the Covered Person is registered as a full time student.

Home tutorial services must be carried out by persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person.

#### **24. Childcare Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury for which a benefit is paid under Events 2 to 8, We will pay the Covered Person the actual and reasonable expenses necessarily incurred for the services of a registered childcare provider up to the amount stated in the Schedule against Section 1, Childcare Benefit, but only in respect of additional costs that would not otherwise have been incurred.

#### **25. Replacement Staff/Recruitment Costs**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury, and in Our opinion this is likely to result in a valid claim under the Policy with respect to, Part A - Lump Sum Benefits for either:

1. Event 1 - Accidental Death; or
2. Event 2 - Permanent Total Disablement,

We will pay the reasonable costs incurred by the Policyholder for recruitment of replacement employees up to the maximum amount shown in the Schedule against Section 1, Replacement Staff/Recruitment Costs. Costs must be incurred within sixty (60) days of the Event and be necessary for the continuation of the Policyholder's business. This cover is subject to the Policyholder giving Us a signed undertaking that any amount paid to the Policyholder will be repaid to Us, if it is later found that a valid claim did not or will not eventuate.

#### **26. Air or Road Rage Benefit**

If, during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury as a result of being the victim of an Air or Road Rage Incident, We will pay the Covered Person the amount shown in the Schedule against Section 1, Air or Road Rage Benefit.

#### **27. Carjacking Assault Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury as a result of being the victim of a Carjacking Incident, We will pay the Covered Person the amount shown in the Schedule against Section 1, Carjacking Assault Benefit.

#### **28. Reconstructive or Cosmetic Surgery Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury which directly results in medically-necessary reconstructive or cosmetic surgery, and a benefit being paid under Events 2 to 19, We will pay the Policyholder or Covered Person an additional 10% of the benefit amount payable under Events 2 to 19 in respect of that Bodily Injury, up to the maximum benefit amount shown in the Schedule against Section 1, Reconstructive or Cosmetic Surgery Benefit.

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

#### **29. Terrorism Injury Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury resulting from an Act of Terrorism for which a benefit is paid under Events 1 to 8, We will, in addition to payment of the benefit, also pay the Policyholder the amount shown in the Schedule against Section 1, Terrorism Injury Benefit.

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

#### **Conditions Under Section 1**

1. If a Covered Person suffers a Bodily Injury resulting in any one of Events 2-8, We will not be liable under the Policy for any subsequent Bodily Injury to that Covered Person.

2. Benefits shall not be payable for more than one of Events 1 to 19 in respect of the same Bodily Injury.

3. Benefits shall not be payable:

- a) for Events 25, 26, 27 and 28 in excess of a total aggregate period as shown against Section 1, Part B - Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness in the Schedule in respect of any one (1) Bodily Injury or Sickness;
- b) for Events 25, 26, 27 and 28 during the Excess Period;
- c) for Events 25, 26, 27 and 28 after the Excess Period, in an amount which exceeds the lesser of:
  - i. the maximum Sum Insured shown in the Schedule against Section 1, Part B Weekly Benefits - Bodily Injury or against Part C - Weekly Benefits - Sickness, as applicable, or
  - ii. the applicable percentage of the Covered Person's Salary as shown in the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness.
  - iii. For example, if:
    - the applicable percentage is 75%; and
    - the maximum benefit amount shown in the Schedule is \$2,000 x 156 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness; and
    - a Covered Person's Salary is \$1,500
    - then that Covered Person's maximum benefit will be limited to 75% of \$1,500 x 156 weeks = \$175,500

- d) unless the Covered Person, as soon as possible after the happening of any Bodily Injury or the manifestation of any Sickness giving rise to a claim under the

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- Policy, procures and follows proper medical advice from a Doctor;
- e) for more than one (1) of Events 25 and/or 26 or Events 27 and/or 28 that occur for the same period of time; and
- f) for more than one (1) of the surgical benefits described in Events 20 to 24 and 29 to 32, in respect of any one (1) Bodily Injury or Sickness.
4. The amount of any benefit payable for Temporary Total Disablement and Temporary Partial Disablement will be reduced by the amount of any:
- a) periodic compensation benefits payable under any workers' compensation or accident compensation scheme; and
- b) any disability insurance or government entitlement or the amount of any sick pay received, or, at the discretion of the Policyholder, sick leave entitlement, so that the total amount of any such benefit or entitlement together with any benefits payable under the Policy does not exceed the applicable percentage of the Covered Person's Salary as shown in the Schedule against Section 1, Part B - Weekly Benefits - Bodily Injury or against Section 1, Part C - Weekly Benefits - Sickness. For example, if:
- the applicable percentage is 75%;
  - the maximum benefit amount shown in the Schedule is \$1,250 x 156 weeks against Section 1, Part B - Weekly Benefits - Bodily Injury or Section 1, Part C - Weekly Benefits - Sickness;
  - a Covered Person's Salary is \$2,000;
  - the Covered Person is entitled to benefits of (say) \$500 per week under a compensation scheme described in 4(a) above, then
  - that Covered Person's maximum benefit will be limited to 75% of \$2,000 = \$1,500, less \$500 = \$1,000 x 156 weeks = \$156,000.
- (Note: this example assumes that the weekly compensation benefit of \$500 continues concurrently with payments under this Policy for 156 weeks).
5. Where a Covered Person is unemployed and certified by a Doctor as being able to undertake light or partial duties the Covered Person must actively Seek Employment consistent with the opinion of their Doctor. Should a Covered Person not actively Seek Employment, benefits shall be reduced to 25%.
6. Where, in relation to benefits payable for Events 2, 25, 26, 27 and/or 28, We do not agree with the opinion given by the Doctor, We have the right (at Our own expense) to have the relevant Covered Person examined by a Doctor of Our choice. If the Doctor (authorised by Us) forms an opinion that is contrary to the opinion of the initial Doctor, We will obtain the opinion of an independent Doctor and the opinion of the independent Doctor will be the opinion for the purposes of the definitions of Permanent Total Disablement, Temporary Partial Disablement and Temporary Total Disablement.
7. If as a result of a Bodily Injury or Sickness, benefits become payable under Parts B or C of the Table of Events and while the Policy is in force, the Covered Person suffers a recurrence of Temporary Total Disablement or Temporary Partial Disablement from the same or a related cause or causes then, for the purpose of applying the Excess Period only, the subsequent period of disablement will be deemed a continuation of the prior period unless, between such periods, the Covered Person has worked on a full-time basis for at least six (6) consecutive months, in which case the subsequent period of disablement will be deemed to have resulted from a new Bodily Injury or Sickness and a new Excess Period will apply.
8. Where a Bodily Injury requires surgical treatment which cannot be performed within twelve (12) months from the date of that Bodily Injury, provided the Covered Person can demonstrate that such treatment was known as necessary during that twelve (12) month period and a Doctor certifies this, We will treat this twelve (12) month period as a continuation of the first Bodily Injury regardless of whether the Covered Person has been able to return to work for six (6) months, provided surgery does not occur in a period in excess of twenty-four (24) months from the original date of Bodily Injury.
- Note, any continuation benefits shall not exceed the total maximum benefit period as shown in the Schedule.
9. Subject to the Guaranteed Payments referred to in paragraph 18 under Additional Cover, weekly benefits for Events 25, 26, 27 and 28 shall be payable monthly in arrears. Disability for a period of less than one (1) week shall be paid for at the rate of one-fifth (1/5th) of the weekly benefit for each day during which disability continues.
10. All benefits paid under Section 1, Personal Accident & Sickness cover shall be payable to the Policyholder or such person or persons and in such proportions as the Policyholder shall nominate, unless otherwise specified in the Policy.
11. With respect to Section 1, Part A - Lump Sum Benefits, where the Lump Sum Benefit is Salary linked and the Covered Person and/or a Spouse/



Partner is not in receipt of a Salary, the benefit amount shall be limited to \$250,000 or the maximum sum insured shown in the Schedule for that category of Covered Person.

12. Should a benefit be payable under this Section of the Policy that is also payable under any other insurance Policy insured with Us, only one (1) Policy can be claimed against (i.e. the Policy with the greatest benefit).
13. Where a Bodily Injury is the result of an Act of Terrorism, Air or Road Rage Incident or Carjacking Incident, the Covered Person must report to the police or other relevant local authority within twenty-four (24) hours of the Act of Terrorism, Air or Road Rage Incident or Carjacking Incident occurring.

#### **Exclusions Under Section 1**

1. We shall not be liable for any Event(s) or benefits which are directly or indirectly related to a Pre-Existing Condition; and
2. No benefits shall be payable for Events 27 and 28 with respect to any Sickness which is wholly or partly attributable to childbirth or pregnancy (except for unexpected medical complications of emergencies arising therefrom); and
3. We shall not be liable for any Event(s) or benefit where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) when the Covered Person is unfit to travel; or
  - c) for the purpose of the Covered Person to seek medical attention for a Pre-Existing Condition; or
  - d) after the Covered Person is diagnosed by a Doctor as suffering a terminal condition.

## Section 2 - Kidnap and Ransom/ Extortion Cover

### Extent of Cover

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is Kidnapped or allegedly Kidnapped, We will reimburse the Policyholder for Extortion/Ransom Monies paid up to the amount shown on the Schedule against Section 2, Kidnap and Ransom/Extortion Cover.

We will also reimburse the Policyholder for:

1. loss due to destruction, disappearance, seizure or usurpation of Extortion/Ransom Monies while being delivered to a person demanding those monies by anyone who is authorised by the Policyholder or a Covered Person to have custody thereof, provided however, that the Kidnap or Extortion which gave rise to the delivery is insured hereunder; and
2. the amount paid by the Policyholder for Expenses resulting directly from a Kidnap or Extortion occurring during the Period of Insurance and whilst the person was a Covered Person; and
3. reasonable costs of retaining independent security consultants for the exclusive function of investigating the Kidnap, negotiating the release of the Covered Person, paying any ransom or recovery of the Covered Person provided that We have given Our prior written consent to the use of such consultants; and
4. the payments in paragraphs 1, 2 and 3 above shall be inclusive of and not in addition to, the benefit amount shown on the Schedule against Section 2, Kidnap & Ransom/Extortion Cover.

### Definitions Under Section 2

**Expenses** means any of the following:

1. reasonable payment made by the Policyholder to a person providing information which leads to the arrest of the individuals responsible for a Kidnap or Extortion insured hereunder;
2. reasonable and customary loan costs incurred by the Policyholder from a financial institution providing money to be used for payment of Extortion/Ransom Monies;
3. reasonable and customary travel and accommodation costs incurred by the Policyholder or a Covered Person as a result of a Kidnap or Extortion;
4. Salary paid by the Policyholder to a Covered Person or on behalf of a Covered Person who is the victim of a Kidnap or Extortion for up to:
  - a) sixty (60) days after the release of the Covered Person from a Kidnap; or
  - b) the discovery of the death of the Covered Person; or
  - c) one hundred and eighty (180) days after the Policyholder receives the last credible evidence that the Covered Person is still alive; or
  - d) sixty (60) months from the date of the Kidnap, if the victim has not been released;
5. payments made by the Policyholder for a temporary replacement Employee hired to perform the duties of a Kidnap victim for the duration of a Kidnap and upon release, for a further thirty (30) day period but does not include payments made more than sixty (60) months from the date of the Kidnap;
6. personal financial loss suffered by the Covered Person(s);
7. travel costs of a Covered Person who is the victim of a Kidnap to join their immediate family upon their release and the travel costs of an Employee to replace the Kidnap victim. Travel costs will be at economy fare and will

be applied once per Covered Person and replacement person;

8. reasonable and customary fees and expenses of a qualified interpreter assisting the Policyholder or a Covered Person in the event of a Kidnap or Extortion; and
9. any other reasonable and customary expenses incurred by the Policyholder with Our prior approval in resolving a Kidnap or Extortion insured hereunder.

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

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

**Kidnap** means the illegal abduction and holding hostage of a Covered Person for the purpose of demanding Extortion/Ransom Monies as a condition of release.

### **Additional Cover Under Section 2**

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#### **Public Relations Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is Kidnapped or the subject of Extortion, We will pay the Policyholder up to the amount shown in the Schedule against Section 2, Public Relations Benefit, for 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 the Policyholder's business and

corporate image.

These expenses must be directly in connection with a Kidnap or Extortion and incurred within twenty-one (21) days thereof.

### **Conditions Under Section 2**

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#### **Confidentiality**

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

### **Exclusions Under Section 2**

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We shall not be liable for:

1. any loss resulting from the surrender of money or property as the result of a face-to-face encounter involving the use or threat of force or violence unless such monies or property are Extortion/Ransom Monies being stored or transported for the purpose of paying an Extortion or Kidnap demand; or
2. any loss from the Kidnap or Extortion of a Covered Person permanently residing or staying for more than one hundred and eighty (180) consecutive days in the country where the Kidnap or Extortion occurs; or
3. any fraudulent or dishonest act committed by the Policyholder, a Covered Person or any person the Policyholder authorises to have custody of Extortion/Ransom Monies.

## Section 3 - Hijack and Detention

### Extent of Cover

Subject to the other terms, conditions and exclusions under this Policy

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

1. forcibly Detained for more than twelve (12) hours as a direct result of a Hijack; or
2. Detained, by any government, state or other lawful authority for any reason (other than those circumstances specifically excluded under Exclusion 1 below);

We will pay the Policyholder the daily amount shown on the Schedule against Section 3, Hijack and Detention.

We will continue to pay the Policyholder the daily benefit amount shown on the Schedule against Section 3, Hijack and Detention, for each twenty-four (24) hour period of continued Detention thereafter, up to the maximum amount and period shown on the Schedule against Section 3, Hijack and Detention.

### Additional Cover Under Section 3

#### **Legal Costs**

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

### Definitions Under Section 3

**Detention/Detained** means restraint by way of custody or confinement against the Covered Person's will. Hijack means the seizing of control of a Conveyance on which the Covered Person is a passenger.

### Exclusion Under Section 3

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



## Section 4 - Medical, Evacuation and Additional Expenses

### **Extent of Cover**

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Subject to the other terms, conditions and exclusions under this Policy

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers a Bodily Injury or Sickness, We will pay or reimburse the Policyholder, the Covered Person or the Covered Person's estate for Medical, Evacuation and Additional Expenses for a period of up to twenty-four (24) months from the date of their Bodily Injury or Sickness, up to the amount shown on the Schedule against Section 4, Medical, Evacuation and Additional Expenses.

### **Definitions Under Section 4**

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

1. all reasonable costs necessarily incurred outside the Covered Person's Country of Residence (and Australia) for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a Doctor as a direct result of the Covered Person's Bodily Injury or Sickness;
2. all reasonable costs necessarily incurred outside the Covered Person's Country of Residence (and Australia) for emergency dental treatment given by a Dentist to restore or replace sound, natural teeth lost or damaged as a result of a Bodily Injury, or to resolve the acute, spontaneous and unexpected onset of pain;
3. expenses incurred to repair, replace or adjust dentures up to a maximum of \$2,500 provided those expenses are as a direct result of a Bodily Injury;
4. expenses related to the evacuation of the Covered Person to the most suitable hospital or to the Covered Person's Country of Residence as a direct result of their Bodily Injury or Sickness, including necessary expenses incurred for qualified medical staff to accompany the Covered Person, provided such evacuation is recommended by a Doctor and prior approval is obtained from Chubb Assistance;
5. all expenses incurred in repatriating the Covered Person to the most suitable hospital or to the Covered Person's Country of Residence provided that such repatriation is as a direct result of the Covered Person's Bodily Injury or Sickness, is necessary on Doctor's advice and prior approval is obtained from Chubb Assistance;
6. reasonable travel and accommodation expenses of any two (2) people made up of either Close Relatives, and/or travelling companions and/or Close Colleagues of the Covered Person who, as a result of the Covered Person's Bodily Injury or Sickness, are required to travel to, or remain with, the Covered Person when it is considered medically necessary from the advice of Our medical advisor in consultation with the Covered Person's attending Doctor and when prior approval is obtained from Chubb Assistance; or
7. ongoing medical expenses incurred after a Covered Person has returned to their Country of Residence for the treatment of a Bodily Injury or Sickness for which treatment was first sought and received whilst on an overseas Journey, unless excluded under General Exclusions 3 or 4. If a Covered Person returns to a country other than Australia or New Zealand, ongoing medical expenses are limited to a maximum of \$50,000.

## **Additional Cover Under Section 4**

### **Continuous Worldwide Bed Confinement**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey outside their Country of Residence (and Australia), the Covered Person suffers a Bodily Injury or Sickness which results in them being confined to bed by a Doctor for a period in excess of twenty-four (24) hours, We will pay the Policyholder or the Covered Person the daily amount, up to the maximum number of consecutive days shown in the Schedule against Section 4, Continuous Worldwide Bed Confinement.

### **Non-Medical Incidental Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey outside their Country of Residence (and Australia), the Covered Person suffers a Bodily Injury or Sickness which results in them being admitted to hospital, We will reimburse the Policyholder or Covered Person for any reasonably incurred non-medical incidental expenses, including but not limited to telephone, television and newspapers. The maximum daily amount and benefit limit per hospitalisation are shown in the Schedule against Section 4, Non-Medical Incidental Expenses.

### **Trauma Counselling Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers psychological trauma as a result of them being a victim of, or eye witnessing a criminal act such as kidnap, sexual assault, rape, murder, violent robbery or an Act of Terrorism, We will reimburse the Policyholder or the Covered Person up to the amount shown in the Schedule against Section 4, Trauma Counselling Benefit, for the cost of trauma counselling which is provided by a registered psychologist or psychiatrist (who is not a Covered Person or their Close Relative) provided

the treatment is certified as necessary by a Doctor for the wellbeing of the Covered Person.

### **Accidental HIV Infection Benefit - Medical Reimbursement**

Notwithstanding Exclusion 5, if during the Period of Insurance and whilst the person is a Covered Person and on a Journey outside their Country of Residence (and Australia), the Covered Person is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) as a result of Bodily Injury, We will pay or reimburse the reasonable Medical, Evacuation and Additional Expenses incurred by the Covered Person during the Period of Insurance up to the amount as shown in the Schedule against Section 4, Accidental HIV Infection Benefit - Medical Reimbursement, provided that:

- there is a positive diagnosis within one hundred and eighty (180) days of the event giving rise to the HIV infection;
- 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 Doctor no more than forty-eight (48) hours from the date and time of the event giving rise to the HIV infection; and
- a recognised laboratory carries out medical and clinical tests that conclusively prove that the Covered Person was not HIV positive at the time and date immediately before the event giving rise to the HIV infection. No benefit will be payable if you or the Covered Person fails to comply with or to provide the required level of proof.

### **Accidental HIV Infection Benefit - Lump Sum**

Notwithstanding Exclusion 5, if during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is infected with the Human Immunodeficiency Virus (HIV) or any variation thereof or

acquires Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC):

1. as a direct result of Bodily Injury caused by a violent and physical bodily assault by another person on the Covered Person during the Journey; or
2. as a direct result of receiving medical treatment provided by a Doctor for a Covered Person's Bodily Injury which was sustained during the Journey.

We will, in addition to any expenses payable under Accidental HIV Infection Benefit - Medical Reimbursement, and subject to the same provisions, also pay the Covered Person the amount shown in the Schedule against Section 4, Accidental HIV Infection Benefit - Lump Sum.

## **Conditions Under Section 4**

1. We or Chubb Assistance must be informed as soon as reasonably practicable of any potential claim under this Section in the event the Covered Person is admitted to hospital or where Medical, Evacuation and Additional Expenses are likely to exceed \$2,500.
2. It shall be at Our discretion to evacuate or repatriate a Covered Person based upon the medical necessity which will be derived from advice of the Covered Person's attending Doctor and/or Our medical advisor. Chubb Assistance will determine the most appropriate means of transport and destination for evacuation or repatriation based upon this advice.
3. The Policyholder, Covered Person, and/ or anyone undertaking arrangements on the Policyholders or Covered Person's behalf must not attempt to resolve problems encountered without first advising

- Us or Chubb Assistance or it may prejudice reimbursement of expenses.
4. In the event that a Covered Person is repatriated to the country that was their intended final destination (such as their Country of Residence), We will not indemnify the originally purchased airfare.
  5. International bank transaction fees are covered to a maximum of \$50 per claim.
  6. Any ongoing medical expenses incurred after a Covered Person has returned to their Country of Residence (with the exception of Australia) must first be claimed against any government sponsored fund, plan or medical benefit scheme.
  7. Where a Covered Person is travelling on Incidental Private Travel or Directors Private Travel, any ongoing medical expenses must first be claimed against any applicable personal health insurance policy and /or government sponsored fund, plan or medical benefit scheme.
3. incurred for routine medical, optical or dental treatment or consultation; or
  4. incurred after the period of twenty-four (24) months from the date the Covered Person suffers a Bodily Injury or Sickness; or
  5. 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), except in respect of the Accidental H.I.V. Infection Benefits; or
  6. to the extent such expenses are recoverable by the Policyholder and/ or a Covered Person from any other source, including but not limited to a government sponsored fund, plan or medical benefit scheme; or
  7. incurred directly or indirectly in relation to a Covered Person's terminal condition which was diagnosed by a Doctor prior to the Journey commencing.

#### **Exclusions Under Section 4**

We shall not be liable for any expenses:

1. where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor; or
  - b) when the Covered Person is unfit to travel; or
  - c) for the purpose of the Covered Person to seek medical attention for a Pre-Existing Condition; or
2. incurred for any medication or ongoing treatment for a Pre-Existing Condition and for which such medication or treatment the Covered Person has been advised by their Doctor to continue during travel; or

## Section 5 - Chubb Assistance and Security Advice

The Policy provides 24/7 worldwide travel, medical and security assistance during the Period of Insurance whilst the Covered Person is on a Journey as well as travel security advice prior to commencing a Journey.

In the event a Covered Person is on a Journey and requires travel, medical or security advice or assistance, as soon as practicable they should call the emergency response team on +61 2 8907 5995 to get immediate assistance and help accessing vital services in the local area.

### **Chubb Assistance - Travel and Medical Assistance**

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Chubb Assistance supports the Covered Person travelling around the world with emergency advice and assistance services 24 hours a day, seven days a week. Chubb Assistance has a team of medical and travel specialists based in Australia and have access to international resources via a global network that will assist in an emergency.

### **WorldAware - Travel Security Advice and Assistance**

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Chubb has partnered with WorldAware, a crisis management assistance company, to provide a range of services to prepare the Covered Person for a Journey prior to its commencement as well as offer support whilst on a Journey to assist with a safe, uneventful and successful trip. Please note these services can only be accessed if the Covered Person has registered, therefore early registration is highly recommended. Refer to the registration details on the next page.

### **Assistance Benefits and who to call and for what**

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The following travel, medical and security assistance benefits are available to the Policyholder and Covered Person by calling +61 2 8907 5995 (by reverse charge if required):

#### **24/7 Travel Assistance**

select option 1 - Chubb Assistance for:

- Visa requirements or extensions;
- assistance with what to do in the event of lost or stolen passports, travel documents, credit cards or luggage;
- assistance with what to do in the event of missed or cancelled connections;
- assistance with emergency travel arrangements;
- assistance locating embassies or consulates;
- translation and interpreting services;
- emergency message transmission and funds transfer;
- support and communication to employers, friends and family.

#### **24/7 Medical Assistance**

select option 1 - Chubb Assistance for:

- immediate access to doctors or nurses for assistance and advice;
- arranging emergency medical consultation, ongoing monitoring and support;
- advice on the location of suitable, nearby medical clinics or other facilities;
- hospital admissions, emergency evacuations and repatriations;
- payment guarantees hospital/medical expenses;
- oversee dispatch of medications or medical supplies;
- liaison with family doctor;
- support and communication to employers, friends and family.



## 24/7 Security Assistance

select option 2 - WorldAware for:

- immediate access to security experts or any security or safety concerns;
- ground support and/or evacuation assistance in the event of civil unrest, natural disaster or a terrorist incident;
- concerns about identity being compromised due to a data breach.

## WorldAware - Travel Security Advice and Assistance

Registration: To access and register for the services provided for under the Policy:

1. log onto [www.chubbassistance.com/au](http://www.chubbassistance.com/au)
2. click on the Chubb Assistance link.

The Policyholder and Covered Person will be required to complete a one-off registration process using the Policy number as stated on the Schedule and then will continue to access the services utilising their email address and chosen password.

## Additional Cover Under Section 5

The following benefits and services provided by WorldAware are available to the Policyholder and Covered Person:

### Country Intelligence

Access to useful information for Covered Persons to help prepare for a Journey to another country including - overall risk ratings and individual risk ratings for terrorism, conflict, political, kidnap and infrastructure. Also included is a detailed overview of the country, city guides, security issues, travel logistics, cultural factors, health advisories, useful information such as weather, maps and contact numbers for emergencies and contact details of various embassies.

A section on identity theft helps to provide an understanding of how fraudsters work and how to avoid

becoming a victim in the first instance.

### Daily News

A subscription email, delivered to the user's email inbox once a day during weekdays, provides a news summary of incidents that have occurred worldwide in the last 24 hours which may have an impact to the Covered Person's travel or security.

### Travel Alerts

By registering to receive the WorldAware alerts for the country and dates of travel, the Covered Person can receive alerts by email, which could significantly affect their travel or security in a specific country, region or city such a terrorist incidents - bombing, assassination or kidnapping, natural hazards, disease outbreaks, airport closures, road closures, upcoming demonstrations and other situations which may impact them whilst on a Journey.

### High Risk Travel Safety Briefings

Customised reports for high and extreme risk regions as classified by WorldAware, subject to Condition 3 below. Written by WorldAware's in-house regional analysts and security specialists, these briefings take into account key factor in assessing the security threats posed to a Covered Person's Journey. These can be requested on an ad-hoc basis.

### Annual Threat Forecast

Compiled by the WorldAware risk analyst team, the forecast focuses on a number of key issues globally providing thoughtful insights for the year ahead into how these concerns will affect the different geographical areas in respect of political and security environments and how that will impact Covered Person's travel and security.

### Security Briefings

Briefings offer in-depth analysis on topical or upcoming political or security events. These are sent on an ad-hoc basis and it is recommended that Covered Persons register to receive

these. At a minimum, it is recommended that the Policyholder's risk managers and human resource managers should be registered to receive these to assist in the mitigation of risk.

### Podcasts

WorldAware's team of analysts discuss a range of security and political issues affecting countries across the globe.

### TravelKit app

A downloadable app which will provide some of the above information to the Covered Person's smart phone or tablet.

## Conditions Under Section 5

1. In the event of assistance being provided by Chubb Assistance and/or WorldAware in good faith to any person not insured under the Policy, the Policyholder shall reimburse Us for all costs incurred.
2. Chubb Assistance and/or WorldAware will provide the Covered Person with such emergency assistance as deemed necessary by them.
3. The Policy provides for two (2) 'High Risk Travel Safety Briefings' per month at no additional charge. Policyholders may contact WorldAware directly to obtain further reports but will be invoiced direct by WorldAware at a cost agreed at the time of the request. Furthermore, if the Policyholder requires reports for medium to low risk countries then these need to be arranged directly with WorldAware as these do not form part of the service provided for under this Policy.

## Section 6 - Cancellation and Disruption

### Extent of Cover

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

#### **Loss of Deposits**

If during the Period of Insurance the Policyholder or the Covered Person incurs loss of Travel or Accommodation Expenses paid in advance of a proposed Journey following the necessary alteration or cancellation of the Covered Person's Journey due to:

1. the Covered Person's unexpected death, or a Bodily Injury or Sickness which results in the Covered Person being certified by a Doctor or Dentist as being unable to either commence the Journey as planned; or
2. the unexpected death or Serious Injury or Serious Sickness of a Close Relative, Close Colleague or travelling companion of the Covered Person; or
3. the Covered Person's residence or business suffering major theft or damage; or
4. any other unforeseen circumstance outside the control of the Policyholder or the Covered Person, not otherwise excluded under the Policy,

We will reimburse the Policyholder or the Covered Person the lesser of:

1. the non-refundable unused portion of their forfeited Travel or Accommodation Expenses paid in advance, including travel agents cancellation fee; or
2. any necessarily incurred additional costs incurred to make alterations to the original Journey arrangements to travel at another time up to the amount shown on the Schedule against Section 6, Loss of Deposits.

### **Cancellation and Curtailment Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person necessarily incurs reasonable un-budgeted additional or forfeited Travel or Accommodation Expenses and/or out-of-pocket expenses due to:

1. the Covered Person's unexpected death, or a Bodily Injury or Sickness which results in the Covered Person being certified by a Doctor or Dentist as being unable to continue the Journey as planned; or
2. the unexpected death or Serious Injury or Serious Sickness of a Close Relative, Close Colleague or travelling companion of the Covered Person; or
3. the Covered Person's residence or business suffering major theft or damage; or
4. any other unforeseen circumstance outside the control of the Policyholder or the Covered Person, not otherwise excluded under the Policy,

We will reimburse the Policyholder or the Covered Person the lesser of:

1. the non-refundable unused portion of their forfeited Travel or Accommodation Expenses paid in advance, including travel agents cancellation fee; or
2. any necessarily incurred reasonable additional Travel or Accommodation Expenses and/or out-of-pocket expenses up to the amount shown on the Schedule against Section 6, Cancellation and Curtailment Expenses.

## **Definitions Under Section 6**

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**Travel or Accommodation Expenses** means any amount that the Policyholder or the Covered Person has paid or are liable to pay by reason of contract, for the supply of transportation of any type, accommodation, meals or conference/ seminar facilities.

## **Additional Cover Under Section 6**

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### **Frequent Flyer Points**

If during the Period of Insurance and whilst the person is a Covered Person, the Policyholder or the Covered Person purchases an airline ticket (and/or other Travel or Accommodation Expense) using frequent flyer or similar reward points and the airline ticket (and/or other Travel or Accommodation Expense) is subsequently cancelled or curtailed as a result of an unforeseen circumstance outside the control of the Policyholder or Covered Person AND the loss of such points cannot be recovered from any other source, We will reimburse the Policyholder or the Covered Person the retail price for that ticket (and/ or other Travel or Accommodation Expense) at the time it was issued to the maximum amount shown in the Schedule against Section 6, Frequent Flyer Points.

### **Funeral Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person dies, We will reimburse the Policyholder or the estate of the Covered Person up to the amount shown on the Schedule against Section 6, Funeral Expenses for:

- all reasonable expenses incurred in transporting the Covered Person's body or ashes and/or personal effects back to a place nominated by the legal representative of the Covered Person's estate; and
- all reasonable funeral, burial or cremation and associated expenses; and
- all reasonable expenses incurred

for one (1) Close Relative to travel to and/or accompany the Covered Person's body or ashes back to a place nominated by the legal representative of the Covered Person's estate.

### **Pet Boarding Expenses**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person's Journey is unexpectedly extended due to any unforeseen circumstances outside the control of the Policyholder or the Covered Person, which results in their planned Journey conclusion being delayed by more than twenty-four (24) hours, We will reimburse the Policyholder or the Covered Person for the necessary and reasonable additional pet boarding costs incurred as a result of their delayed return up to the amount shown in the Schedule against Section 6, Pet Boarding Expenses.

### **Missed Transport Connection**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person misses a transport connection due to any unforeseen circumstances outside the control of the Policyholder or the Covered Person and, as a result, is likely to miss an officially scheduled meeting or conference which cannot be delayed because of their late arrival, We will reimburse the reasonable extra expenses actually and necessarily incurred, net of any recoveries to which the Policyholder or the Covered Person may be entitled from any carrier, to enable the Covered Person to use alternative scheduled public transport services and arrive at their destination on time, up to the amount shown on the Schedule against Section 6, Missed Transport Connection.

### **Overbooked Flight**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person cannot board a confirmed scheduled flight due to overbooking and no alternative transport is made available

within eight (8) hours of the scheduled departure time, We will reimburse the Policyholder or the Covered Person up to the amount shown in the Schedule against Section 6, Overbooked Flight,

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

### **Corporate Event Extension**

Subject to the other terms, conditions and exclusions of the Policy, Cover under Section 6, Cancellation and Disruption is extended to include persons (who are not otherwise Covered Persons under this Policy) invited to travel as guests of the Policyholder, to events organised or hosted by the Policyholder, provided that any losses or expenses incurred are not insured under another policy, or otherwise recoverable from any other source.

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

## **Conditions Under Section 6**

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1. Chubb Assistance (+61 2 8907 5995) must be informed as soon as reasonably practicable of any potential claim under this Section in the event that additional Travel or Accommodation Expenses are likely to exceed \$5,000.
2. The Policyholder and/or the Covered Person must not attempt to resolve problems encountered without advising Chubb Assistance as this may prejudice reimbursement of expenses.

3. A loss which is a result of Incidental Private Travel or Directors and Executives Private Travel shall be limited to a maximum of \$20,000 per Covered Person per event.
4. Out of pocket expenses such as phone charges, food and the like are limited to a maximum of \$150 per day, to a maximum of \$1,500 per Covered Person per event.
5. Where a Covered Person has incurred both additional expenses as well as forfeited expenses, only the greater of each expense shall be payable under this Policy. For example, if a person forfeits accommodation for a particular night, but also incurs expense of accommodation for the same night, only the greater expense shall be payable.



#### **Exclusions Under Section 6**

We shall not be liable for any expenses:

1. incurred where a Journey is planned and/or undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) when the Covered Person is unfit to travel; or
  - c) for the purpose of the Covered Person to seek medical attention for a Pre-Existing Condition; or
2. incurred directly or indirectly in relation to a terminal condition of the Covered Person which was diagnosed by a Doctor prior to a Journey being booked;
3. arising directly or indirectly out of:
  - a) the cancellation, curtailment or diversion of scheduled public transport services, including by reason of strikes or other industrial action, if there had been a published warning that such events were likely to occur prior to

- the Covered Person booking their Journey; or
- b) carrier caused delays or cancellations where the expenses are recoverable from the carrier; or
- c) any business or financial or contractual obligations of the Policyholder, the Covered Person or any other person; or
- d) any change of plans which are not as a result of an unforeseen circumstance outside the control of the Policyholder or Covered Person or a disinclination on the part of the Covered Person or of any other person to undertake the Journey; or
- e) the inability of any tour operator or wholesaler to complete arrangements for any Journey or tour due to a deficiency in the required number of persons to commence any Journey or tour; or
- f) the refusal, failure or inability of any person, company or organisation, including but not limited to any airline, other transportation provider, hotel,

- car rental agency, tour or cruise operator, travel wholesaler, booking agent or other provider of travel or tourism related services, facilities or accommodation, to provide services, facilities or accommodation, by reason of their own financial default or the financial default of any person, company or organisation with whom or with which they deal; or
- g) civil unrest in circumstances where the civil unrest was in existence or there had been a published warning that such events were likely to occur prior to the Covered Person booking their Journey;
4. to the extent such expenses are recoverable by the Policyholder and/or a Covered Person from any other source; or
5. for additional travel or accommodation which are payable under another section or benefit of this Policy.

## Section 7 - Alternative Employee/ Resumption of Assignment Expenses

### **Extent of Cover**

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Subject to the other terms, conditions and exclusions under this Policy

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

- a) a Covered Person whilst on a Journey unexpectedly dying or suffering a Bodily Injury or Sickness which entirely prevents that Covered Person from carrying out their usual occupation and, in the case of Bodily Injury or Sickness, a Doctor certifies that the Bodily Injury or Sickness is likely to last for more than seven (7) days; or
- b) a claim being admitted and accepted for the cancellation or curtailment of a Covered Person's Journey under Section 6, Cancellation and Disruption;

We will reimburse the Policyholder for such expenses up to the amount shown on the Schedule against Section 7, Alternative Employee/Resumption of Assignment Expense.

### **Definitions Under Section 7**

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

**Resumption of Assignment Expenses** means all reasonable and necessary expenses incurred in returning the Covered Person to re-commence an assignment within ninety (90) days of returning to their Country of Residence on written approval of Our medical advisor in consultation with the Covered Person's attending Doctor.

### **Conditions Under Section 7**

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1. Expenses shall be limited to a business class return air flight and other essential expenses incurred in the transportation of the substitute person to complete the assignment or the initial Covered Person resuming their assignment.
2. If a benefit is paid for Alternative Employee Expenses, then no benefit shall be payable for Resumption of Assignment Expenses for the same event.

### **Exclusions Under Section 7**

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We shall not be liable for any expenses:

1. incurred where a Journey is undertaken:
  - a) by the Covered Person against the advice of a Doctor or Dentist; or
  - b) when the Covered Person is unfit to travel; or
  - c) for the purpose of the Covered Person to seek medical attention for a Pre-Existing Condition; or
2. which the Policyholder or the Covered Person had paid or budgeted for before the commencement of a Journey; or
3. incurred directly or indirectly in relation to a Covered Person's terminal condition which was diagnosed by a Doctor prior to the Journey being booked.

## Section 8 - Baggage and Travel Documents

### **Extent of Cover**

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Subject to the other terms, conditions and exclusions under this Policy

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

- a) the Covered Person sustains Loss of, theft of or damage to Baggage, Business Property, Electronic Equipment, Money or Travel Documents, We will reimburse the Policyholder or the Covered Person in respect of such Loss, theft or damage up to the corresponding amounts shown on the Schedule against Section 8, Baggage and Business Property, Electronic Equipment or Money and Travel Documents; or
- b) the Covered Person's Baggage or Business Property is delayed, misdirected or temporarily mislaid by any transport carrier for more than eight (8) consecutive hours, We will reimburse the Policyholder or the Covered Person for any reasonable expenses incurred by a Covered Person in purchasing essential replacement clothing and toiletries up to the amount shown in the Schedule against Section 8, Deprivation of Baggage.

### **Definitions Under Section 8**

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**Baggage** means personal property belonging to the Policyholder or a Covered Person or for which a Covered Person is legally responsible, taken on the Journey or acquired during the Journey.

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

**Electronic Equipment** means any computers (including laptops,

notebooks and tablets), mobile phones, global positioning devices, personal music/recording/gaming devices, cameras and other electronic items of a similar nature as deemed by Us, which are intended for either personal or business use.

**Loss** means items which are unrecoverable due to circumstances outside the control of the Policyholder or Covered Person.

**Money** means coins, bank notes, postal and money orders, travellers' and other cheques, letters of credit, automatic teller machine cards, credit cards, petrol and other coupons in the possession or control of the Covered Person.

**Travel Documents** means passports, travel tickets, visas, entry permits and other similar documents in the possession or control of the Covered Person.

### **Additional Cover Under Section 8**

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#### **Repatriation of Belongings**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person sustains a Bodily Injury or Sickness for which they are hospitalised for a period of more than twenty-four (24) hours, or the Covered Person is evacuated/repatriated and as a result they are separated from their belongings, We will reimburse the Covered Person for any expenses reasonably and necessarily incurred in returning the Covered Person's Baggage, Business Property, Electronic Equipment, Money and/or Travel Documents to them, or to their usual place of residence or work. The maximum We will pay is shown in the Schedule against Section 8, Repatriation of Belongings.

#### **Home Burglary Excess Benefit**

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

usual place of residence is burgled, We will reimburse the Covered Person for the excess amount they are liable to pay under their home contents insurance policy, up to the maximum amount shown in the Schedule against Section 8, Home Burglary Excess Benefit.

#### **Coins and Bank Notes**

In respect of coins or bank notes held for the purpose of a Journey, cover shall commence at the time of collection from a financial institution or seventy-two (72) hours prior to commencement of the Journey, whichever is the later and shall continue for seventy-two (72) hours after termination of the Journey or until deposit at a financial institution, whichever occurs first.

#### **Business Property**

In respect of any Business Property held for the purpose of a Journey, cover shall commence at the time of collection from the Covered Person's place of work or seventy-two (72) hours prior to commencement of the Journey, whichever is the later and shall continue for seventy-two (72) hours after termination of the Journey or until it is returned to the Covered Person's place of work, whichever occurs first.

#### **Keys and Locks**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person loses any identification documents and keys at the same time, We will reimburse the Covered Person for the actual costs incurred for the replacement of keys and locks to their home and/or motor vehicle up to the maximum amount shown in the Schedule against Section 8, Keys and Locks.

#### **Data Recovery Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers damage to their laptop or computer hard drive, any external drive, including but not limited to flash drive, external hard drive, SD card, or similar,

We will indemnify the Covered Person for actual expenses incurred for the services of an Information Technology professional to recover data on the damaged drive. Data recovery services must be carried out by a person or persons other than the Covered Person's Close Relatives or persons permanently living with the Covered Person. Benefit will be up to the amount shown in the Schedule against Section 8, Data Recovery Benefit.

#### **Identity Theft Extension**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is the victim of Identity Theft as a result of their Documents having been stolen, We will indemnify the Covered Person for reasonable legal expenses, up to the maximum amount shown in the Schedule against Section 8, Identity Theft Extension;

- to pursue closure of any disputed areas, accounts or credit facilities;
- 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;
- for notarising affidavits or other similar documents, amending or rectifying records in regard to the Covered Person's true name or identity as the result of Identity Theft;
- to defend any suit brought against the Covered Person by a creditor or collection agency or other entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as the result of Identity Theft;
- to remove any civil judgment wrongfully entered against the Covered Person as a result of Identity Theft; as long as the Policyholder or Covered Person has applied for consent to incur expenses by calling Chubb Assistance (+61 2 8907 5995) and consent has been given by Us.

#### **Lost Earnings**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is the victim of Identity Theft, and provided prior consent has been given by Us, We will also pay for Salary lost by the Policyholder or Covered Person as a result of time off work to complete fraud affidavits, meet with law enforcement agencies, credit agencies, merchants or legal counsel, up to the maximum daily amount, and maximum total amount shown in the Schedule against Section 8, Lost Earnings.

#### **Definitions under the Identity Theft Extension and Lost Earnings**

**Documents** means papers or other items containing references to the Covered Person's identity including, but not limited to passport, drivers' licence, automatic teller machine cards, credit cards, share certificates, birth certificate, bank account details, building society account details, insurance policy documents, utilities account details or membership numbers of professional bodies.

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

#### **Conditions Under Section 8**

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1. The Covered Person must take all reasonable precautions for the safety and supervision of their Baggage, Business Property, Electronic Equipment, Money and Travel Documents.
2. The Covered Person must report any Loss, theft, damage or deprivation of Baggage, Business Property, Electronic Equipment, Money or Travel Documents to either the police or the transport carrier as soon as reasonably practicable so a written

report is available at the time of making any claim.

3. The Covered Person must report any Loss or theft of a mobile phone to the service provider to have the device blocked using the IMEI number, and provide a confirmation from the service provider when submitting a claim.
4. The Covered Person must report any Loss or theft of automatic teller machine cards, credit cards, travellers' and other cheques or Travel Documents to the issuing authorities as soon as reasonably practicable and effect appropriate cancellation measures.
5. If We pay under this Section in respect of any property, We will be entitled to take and keep possession of such property and to deal with it in any manner We see fit. At Our discretion We shall have the option of:
  - a) either repairing or replacing the articles with articles in the same condition but not with articles better or more extensive than the articles were when new; or
  - b) payment of the cost of the articles in cash.
6. Despite the amount shown in the Schedule against Section 8, Baggage and Travel Documents, the maximum aggregate amount We will reimburse the Policyholder or the Covered Person in respect of a claim arising from the unauthorised or fraudulent use of Money or Travel Documents is \$5,000. Where the Electronic Equipment is a phone or tablet device, We will only reimburse the cost of the replacement device.

### **Exclusions Under Section 8**

We shall not be liable for any Loss, theft, damage or expenses:

1. in respect of Baggage, Business Property, Electronic Equipment, Money or Travel Documents:
  - a) due to confiscation by customs or any other lawful authority where the Policyholder's and/or Covered Person's use and/or possession of such item(s) is unlawful;
  - b) recoverable from any other source (with the exception of other insurance);
  - c) shipped under any freight agreement or sent by postal or courier services (with the exception of the Repatriation of Belongings benefit under this Section);
  - d) to vehicles or their accessories (except keys);
  - e) to sporting equipment or bicycles whilst in use;
  - f) to any electronic data or software except where payable under Data Recovery Benefit;
  - g) caused by:
    - i. activity of moth, vermin or rodents, wear and tear, atmospheric or climate conditions or gradual deterioration;
    - ii. mechanical or electrical failure;
    - iii. any process of cleaning, restoring, repairing or alteration;
    - iv. scratching or breaking of fragile or brittle articles, if as a result of negligence of the Policyholder and/or the Covered Person.
2. in respect of Electronic Equipment and jewellery:
  - a) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight

inside a motor vehicle (unless the Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation);

- b) whilst carried in or on a Conveyance, unless:
  - i. accompanying the Covered Person as personal cabin baggage or in respect to jewellery it being worn by the Covered Person; or
  - ii. the Conveyance operator has specifically instructed the Policyholder or Covered Person that such items must be placed in the hold prohibiting the Covered Person from carrying the item(s) as personal cabin baggage. Where the Covered Person is so prohibited, the Electronic Equipment and/or jewellery must be reasonably and adequately packaged and protected from theft or damage.
3. in respect of Money and Travel Documents:
  - a) arising out of devaluation of currency or shortages due to errors or omissions during monetary transactions;
  - b) due to the loss of coins and bank notes in excess of the amount allowed by any applicable currency regulations at the time of the commencement of the Journey;
  - c) whilst carried in or on a Conveyance, unless accompanying the Covered Person as personal cabin baggage;
  - d) where theft or attempted theft occurs whilst such an item(s) is left unattended, unless securely locked inside a building or securely locked out of sight inside a motor vehicle (unless the Covered Person has no option other than to leave the equipment unattended due to an emergency medical, security or evacuation situation).



4. in respect to Identity Theft for:
- a) any item which has been purchased by fraudulent use of the Covered Person's identity;
  - b) any loss arising from any business pursuits or the theft of a commercial identity;
  - c) any loss or liability arising from the use of any motor vehicle bought, leased or hired by fraudulent use of the Covered Person's identity, where civil or criminal action is, or has been, taken against the Covered Person;
  - d) authorised charges that the Covered Person has disputed based on the quality of goods or services;
  - e) theft of the Covered Person's identity by a family member who lives with the Covered Person at the Covered Person's home address;
  - f) any costs or expenses in connection with any claim not agreed in advance by Us;
  - g) authorised account transactions or trades that the Covered Person has disputed, or are disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
  - h) an incident of Identity Theft for which the Covered Person has not lodged a report with the Police and/or cannot provide a copy of the Police report.

## Section 9 - Personal Liability

### Extent of Cover

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

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

We will also pay all legal costs and expenses which are recoverable by a claimant from the Covered Person and all legal costs and expenses incurred by the Covered Person with Our written consent in the investigation or defence of a claim as a direct result of the Accident, in addition to the amount shown on the Schedule against Section 9, Personal Liability, except in respect of occurrences happening in, or claims or legal proceedings brought or originating in, the United States of America or Canada, or any other territory within the jurisdiction of either such territory, where legal costs and expenses are included in the amount shown on the Schedule against Section 9, Personal Liability.

### Additional Cover Under Section 9

#### **Court Attendance Benefit**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person is required to attend court in connection with an event that has resulted in a valid claim under this Section, We will pay an amount for each day the Covered Person attends court, up to the maximum amount as shown in the Schedule against Section 9, Court Attendance Benefit.

### Conditions Under Section 9

1. No admission, offer, promise, payment or indemnity shall be made or legal costs and expenses incurred without Our written consent which can be applied for by calling Chubb Assistance (+61 2 8907 5995).
2. We shall be entitled to take over and conduct in the Covered Person's name the defence or settlement of any claim.
3. We shall have full discretion in the handling of any proceedings.
4. We may at any time pay to the Covered Person, in connection with any claim or series of claims arising from the one original cause, the amount shown on the Schedule against Section 9, Personal Liability (after deduction of any amount(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made, We 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 Under Section 9

We shall not be liable for any loss or damage or expenses under this Section 9 in respect of:

1. Bodily Injury to any person:
  - a) arising in the course of their employment, contract of service or apprenticeship, voluntary work, work experience or consultancy with the Policyholder; or
  - b) who is a Close Relative or any other relative of the Covered Person;

2. loss of or damage to property belonging to or held in trust by or in the custody or control of the Policyholder or a Covered Person, other than temporary accommodation occupied by the Policyholder or a Covered Person in the course of a Journey;
3. injury, loss or damage caused directly or indirectly by, through or in connection with, any mechanically propelled vehicle (with the exception of golf buggies and motorised wheelchairs), aircraft or watercraft, when a Covered Person is the owner, driver or pilot thereof or has it in their care, custody or control or where the pilot is an Employee or agent of the Policyholder or a Covered Person;
4. injury, loss or damage to property caused by or arising from:
  - a) the nature of products sold by the Policyholder or a Covered Person;
  - b) advice furnished by the Policyholder or by a Covered Person;
  - c) the conduct of the Policyholder's business, trade or profession;
5. liability assumed under contract unless such liability would have attached in the absence of such contract; or
6. aggravated, exemplary or punitive damages or the payment of any fine or penalty; or
7. any willful, malicious or unlawful act or omission.

## Section 10 - Rental and Personal Vehicle Excess

### Extent of Cover

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

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

1. the Covered Person or Policyholder hires a Rental Vehicle which is subsequently stolen, damaged or involved in a collision whilst in the care of the Covered Person, We will reimburse the Policyholder or the Covered Person for the Rental Vehicle Excess up to the amount shown on the Schedule against Section 10, Rental Vehicle Excess; or
2. the Covered Person uses their personal motor vehicle for business purposes, and is involved in a collision for which they become legally liable, or their motor vehicle is stolen or damaged as the result of a Carjacking Incident, We will:
  - a) reimburse an amount up to and including the prescribed excess or claim below the excess that would have been payable under the Covered Person's comprehensive motor vehicle policy of insurance relative to the damaged vehicle and which is not legally recoverable from any other source; and/or
  - b) reimburse any substantial cumulative loss of any no claim allowance not otherwise recoverable which may occur resulting from accidental damage to the Covered Person's vehicle; and/or
  - c) pay a weekly benefit to the Covered Person for the cost of hiring a similar motor vehicle in the event that they have lost total use of the damaged vehicle as a result of a collision.

The maximum amount We will pay in respect to any one (1) collision under paragraph 2 above (personal motor vehicle) for (a) and (b) combined is shown on the Schedule against Section 10, Personal Vehicle Excess and for (c) is shown on the Schedule against Section 10, Vehicle Hire.

### Definitions Under Section 10

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

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

### Additional Cover Under Section 10

#### **Rental Vehicle Collection and Return Cover Extension**

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

#### **Towing Expenses**

If the Covered Person's Rental Vehicle or personal motor vehicle is involved in a collision or is damaged rendering it undriveable, or the Covered Person is deemed by a Doctor or Dentist as unfit to drive as a result of an Injury or Sickness suffered on a Journey, We will reimburse the Policyholder or



the Covered Person for towing fees not covered under the rental vehicle agreement, or the Covered Person's comprehensive motor vehicle insurance policy, or roadside assistance agreement up to a maximum amount as shown in the Schedule against Section 10, Towing Expenses.

**Administrative Expenses**

We will also reimburse the Covered Person or Policyholder for any administrative expenses applied by the licensed motor vehicle rental/hire company in relation to the Rental Vehicle Excess liability, up to the applicable maximum amount shown in the Schedule against Section 10, Rental Vehicle Excess, or Personal Vehicle Excess.

**Conditions Under Section 10**

1. As part of the arrangement for the rent or hire of the Rental Vehicle, the Covered Person must take all compulsory motor vehicle insurance provided by the rental organisation, against loss or damage to the Rental Vehicle during the rental period. Provided that the compulsory

insurance has been taken up there is no additional requirement under the Policy to purchase excess buy back.

2. In the event of a claim regarding a Covered Person's personal motor vehicle, the Covered Person must supply Us with:
  - a) receipts (or copies) for the amount of the claim or excess paid and the name of the firm which carried out the repairs on the Covered Person's personal motor vehicle;
  - b) a letter from the Covered Person's motor vehicle insurer stating the amount of the excess paid and the amount of any no claim bonus forfeited.

Note: Stating that the no claim bonus has dropped from e.g. 60% to 40% is insufficient. The actual amount of money involved is also required, including a copy of the last insurance renewal notice applicable to the Covered Person, and a synopsis of the total cost of the repairs (with complete details if possible).

**Exclusions Under Section 10**

We shall not be liable for any claims arising from:

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

## Section 11 - Extra Territorial Workers' Compensation

### Extent of Cover

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, the Covered Person suffers an Accidental Death, Bodily Injury or Sickness, We will indemnify the Policyholder for compensation benefits consequently payable under any workers' compensation legislation which provides benefits to injured workers or their dependents for Accidental Death, Bodily Injury or Sickness 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.

This Section applies only:

1. with respect to Covered Persons who are employed by the Policyholder or who are deemed by any applicable workers' compensation legislation to be workers employed by the Policyholder and who are employed or engaged within Australia and whose employment or engagement is to be performed substantially within Australia;
2. if the Policyholder maintained in force during the currency of the Policy, workers' compensation insurance as required by the law of any state or territory of Australia which applies to the employment of Employees by the Policyholder or the Policyholder is licensed under such laws as a self-insurer; and
3. whilst a Covered Person is working on a temporary basis (but not exceeding in any event six (6) months) outside the state or territory in which the Covered Person's usual place of employment or employment base is located.

### Limit of Liability Under Section 11

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

1. In the case of a claim for compensation benefits, the difference between the benefits payable by the Policyholder and the amount which the Covered Person or their dependents are entitled to claim under any workers' compensation insurance which the Policyholder was required to effect as described above but not to exceed the amounts shown on the Schedule against Section 11, Extra Territorial Workers' Compensation.
2. In the case of a claim for damages at common law, the difference between the damages and legal costs payable by the Policyholder and the amount of indemnity to which the Policyholder would have been entitled under any workers' compensation insurance which the Policyholder was required to effect as described above, but not to exceed the amounts shown on the Schedule against Section 11, Extra Territorial Workers' Compensation.
3. The limits of liability are amounts shown on the Schedule against Section 11, Extra Territorial Workers' Compensation and shall apply as follows:
  - a) Weekly Benefits limit is the limit of weekly compensation for each Covered Person;
  - b) Damages, Costs and Expenses limit is the total limit of liability in respect of all compensation, damages, costs and expenses arising out of any one (1) accident whether involving one (1) or more Covered Persons; and
  - c) Aggregate Limit of Liability is the aggregate for all compensation (including weekly compensation), damages, costs and expenses for all occurrences, events and

accidents occurring during any one (1) Period of Insurance, whether involving one (1) or more Covered Persons.

4. Any benefits otherwise payable under Section 1, Personal Accident & Sickness and Section 4, Medical, Evacuation and Additional Expenses of this Policy with respect to a Covered Person shall be reduced by the amount of any benefit payable under this Section with respect to that Covered Person.

#### **Conditions Under Section 11**

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If required by Us, the Policyholder shall:

1. 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 Policyholder's possession; and
2. authorise Us to have access to the files and information held by any workers' compensation insurer with whom the Policyholder has effected insurance.

#### **Exclusions Under Section 11**

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1. There is no indemnity under this Section with respect to any claim for exemplary, punitive or aggravated damages.



## Section 12 - Political and Natural Disaster Evacuation

### Extent of Cover

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

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey outside their Country of Residence:

1. the Covered Person is recommended to leave the country in which they are travelling by officials in that country because of an immediate security threat such as a War, Civil War, civil unrest or political instability; or
2. the government of the Covered Person's Country of Residence issues a travel warning that recommends that certain categories of persons including the Covered Person, should leave that country; or
3. a Covered Person is expelled or declared persona non grata from that country; or

4. there is wholesale seizure, confiscation or expropriation of the Covered Person's property, plant or equipment in that country; or
5. a major natural disaster has occurred in the country the Covered Person is in, necessitating their immediate evacuation in order for them to avoid risk of Bodily Injury or Sickness;

We will reimburse the Policyholder or Covered Person up to the amount shown in the Schedule against Section 12, Evacuation Expenses:

- to return the Covered Person to their Country of Residence or to the nearest place of safety up to the cost of an economy class airfare (or business class airfare if that was the class of ticket originally purchased by the Covered Person); and
- for the reasonable accommodation costs up to a maximum of twenty one (21) consecutive days if the Covered Person is unable to return to their Country of Residence.



## **Additional Cover Under Section 12**

### **Specialist Security Services**

If during the Period of Insurance and whilst the person is a Covered Person and on a Journey, it is deemed necessary by WorldAware to appoint specialist security personnel to provide assistance for and, if required be deployed to, the Covered Person due to a serious risk to their personal safety and/or security which is unforeseen and outside of the control of the Covered Person and Policyholder, then We will pay for the reasonable and necessary costs and expenses incurred by WorldAware on the Policyholder's behalf.

We will pay up to the amount shown on the Schedule against Section 12, Specialist Security Services.

## **Conditions Under Section 12**

1. If the Covered Person is required to leave the country they are in, We or WorldAware must be contacted beforehand to confirm cover (+61 2 8907 5995). Where possible, We and/or WorldAware will make the travel arrangements and in all cases, We will decide where to send the Covered Person.
2. The maximum amount We will pay for all claims arising out of any one (1) event or series of related events during any one (1) Period of Insurance (inclusive of both Evacuation Expenses and Specialist Security Service expenses incurred) shall not exceed the amount shown on the Schedule against Section 12, Aggregate Limit of Liability.
3. We retain the right to decline to provide specialist security services (as per the additional cover under this section) for any Covered Person whenever WorldAware reasonably determines that performing such services would subject appointed personnel to undue risk of physical

harm or will subject WorldAware to undue risk.

## **Exclusions Under Section 12**

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

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

## Section 13 - Search and Rescue Expenses

### Extent of Cover

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

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

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

We will reimburse the Policyholder in respect of the necessary and reasonable costs incurred by a recognised rescue provider or police authorities to search for such Covered Person and to bring them to a place of safety. The maximum amount We will pay per Covered Person and per Period of Insurance is the amount shown in the Schedule against Section 13, Search and Rescue Expenses.

### Conditions Under Section 13

1. The Covered Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The Covered Person must not knowingly endanger either their own life or the life of any other Covered Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. We must be informed immediately or as soon as reasonably possible of any

emergency that may potentially give rise to a claim.

4. Expenses are only payable for the Covered Person's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Covered Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to Us in the event of a claim.
7. Where any event covered under this Section is, or is subsequently found to be covered under:
  - Section 2, Kidnap and Ransom/ Extortion Expenses; or
  - Section 3, Hijack and Detention; or
  - Section 4, Medical, Evacuation and Additional Expenses; or
  - Section 6, Cancellation and Disruption; or
  - Section 12, Political and Natural Disaster Evacuation, the benefit amount payable shall be in addition to any amount payable under such section.
8. The maximum amount We will pay for all claims under Section 13, Search and Rescue Expenses arising out of any one (1) event or series of related events during any one (1) Period of Insurance shall not exceed the amount shown on the Schedule against Section 13, Aggregate Limit of Liability.

## Extensions Applicable to all Sections

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

1. any person whom the Policyholder nominates during the Period of Insurance for cover under this Policy and includes, if nominated, any Spouse/Partner and/or Dependent Child(ren) provided their trips are declared and evidence can be shown as proof;
2. any Journey which:
  - i. commences during the Period of Insurance; and
  - ii. finishes after the last day of the Period of Insurance, where the Policyholder has cancelled or not renewed the Policy with Us and the Policyholder has not incepted a replacement policy with any other insurance provider (if a travel insurance policy has been placed with another insurance provider, then irrespective of whether or not they have accepted liability for the Journeys commenced during Our Period of Insurance, there is no extension of cover under this Policy);

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

### **Automatic Extension of Cover**

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

## General Exclusions Applicable to the Policy

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

We will not pay benefits with respect to any loss, damage, liability, Event, Bodily Injury or Sickness which directly or indirectly:

1. results from a Covered Person:
  - a) flying, or engaging in aerial activities other than as a passenger in an aircraft licensed to carry passengers; or
  - b) training for and/or participating in Professional Sport of any kind;
2. results from any intentional self-injury, suicide or any illegal or criminal act committed by the Policyholder, a Covered Person, a Spouse/Partner or Dependent Child;
3. are covered by:
  - a) Medicare;
  - b) any workers compensation legislation;
  - c) any transport accident legislation;
  - d) any government sponsored fund, plan or medical benefit scheme; or
  - e) any other insurance policy required to be effected by or under law; or
4. would result in Our contravening the *Health Insurance Act 1973* (Cth), the *Private Health Insurance Act 2007* (Cth), *Private Health Insurance (Health Insurance Business) Rules* as updated from time to time or the *National Health Act 1953* (Cth) or any amendment to, or consolidation or re-enactment of, those Acts.

# General Provisions and Conditions Applicable to the Policy

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

## Age Limitations

1. In respect to each Covered Person aged seventy-five (75) years or over and under eighty (80) years at the time of loss:
  - a) cover under Section 1, Personal Accident and Sickness, Part A, Events 1-19 is limited to a maximum of \$500,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - b) no benefit is payable under Section 1, Personal Accident and Sickness Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and
  - c) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3, Death by Specified Causes (Specified Sickness).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of seventy-five (75) years.

2. In respect to each Covered Person aged eighty (80) years or over and under ninety (90) years at the time of loss;
  - a) cover under Section 1, Personal Accident and Sickness, Part A, Events 1-19 is limited to a maximum of \$250,000 or as otherwise shown in the Schedule, whichever is the lesser; and
  - b) no benefit is payable under Section 1, Personal Accident and Sickness, Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and

- c) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3, Death by Specified Causes (Specified Sickness).

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of eighty (80) years.

3. In respect to each Covered Person aged ninety (90) years or over at the time of loss;
  - a) cover under Section 1, Personal Accident and Sickness, Part A, Event 1, (Accidental Death) and Events 3-19 are limited to a maximum of \$25,000; and
  - b) no benefit is payable under Section 1, Personal Accident and Sickness, Part A, Event 2, (Permanent Total Disablement); and
  - c) no benefit is payable under Section 1, Personal Accident and Sickness Parts B & C, Events 25, 26, 27 or 28 (Weekly Benefits - Bodily Injury and Weekly Benefits - Sickness); and
  - d) no benefit is payable under Section 1, Personal Accident and Sickness, Additional Benefit 3, Death by Specified Causes (Specified Sickness); and
  - e) any loss under any Section of the Policy as a direct or indirect result of a Pre-Existing Condition(s) is excluded.

This will not prejudice any entitlement to claim benefits which has arisen before a Covered Person has attained the age of ninety (90) years.

4. In respect to each Dependent Child(ren) aged eighteen (18) years or under at the time of loss;
- a) cover under Section 1, Personal Accident and Sickness, Part A, Event 1, (Accidental Death) or Additional Benefit 3, Death by Specified Causes (Specified Sickness) is limited to a maximum of \$25,000; and
  - b) cover under Section 1, Personal Accident and Sickness, Part A, Events 2-19 are limited to a maximum of \$250,000.

#### **War and/or Civil War Coverage**

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In respect of all claims arising out of War or Civil War in any and all of Afghanistan, Chechnya, Iraq, and Somalia, our limit of liability shall be:

1. one hundred thousand dollars (\$100,000) in respect of any one event; and
2. five hundred thousand dollars (\$500,000) in the aggregate during the Period of Insurance;

#### **Change of Business Activities**

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

#### **Currency**

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

#### **Notice of Claim**

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The Policyholder or Covered Person or any other person entitled to claim under this Policy (Claimant) must give Us written notice of any occurrence which is likely to give rise to a claim within thirty (30) days or as soon as is reasonably practicable after the date of the occurrence. A Claimant's failure to furnish Us with notice within the time provided in the Policy will not invalidate any claim but We may reduce Our liability under the Policy to the extent to which We have suffered any prejudice due to such failure. The Claimant must at their expense give Us such certificates, information and other documentation as We may reasonably require. We may at Our own expense have any Claimant, who is the subject of a claim under the Policy, medically examined from time to time.

#### **Subrogation**

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

#### **Cancellation**

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The Policyholder may cancel the Policy at any time by notifying Us in writing. The cancellation will take effect at 4.01pm (in the state or territory where the policy was effected) on the day We receive the Policyholder's written notice of cancellation or such time as 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* by issuing a notice thirty (30) days in advance in writing in accordance with Section 59 of the *Insurance Contracts Act*.

If the Policy is cancelled by either the Policyholder or Us, We will refund the Premium for the Policy less any statutory charges and taxes that cannot be refunded and less a pro rata proportion of the Premium to cover the period for which insurance applied. However, We reserve the right not to refund any Premium, or only a portion of the Premium, if We have paid a benefit under the Policy.

#### **Other Insurance**

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

#### **Breach of Conditions**

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

#### **Sanctions Clause**

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This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged.

## **Aggregate Limit of Liability**

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1. Except as stated below, Our total liability for all claims arising under Section 1, Personal Accident & Sickness in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (A).
2. Our total liability for all claims arising under Section 1, Personal Accident & Sickness in respect of any one (1) Accident or series of Accidents arising out of any one (1) occurrence during the Period of Insurance relating directly to a Non Scheduled Flight(s) shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (B).
3. In the event that claims are made under the Policy which exceed the above Aggregate Limits of Liability, We shall reduce the payments made with respect to each Covered Person in such manner as We may determine. Any determination as to the amount payable in these circumstances shall be made at Our entire discretion and shall not be the subject of any challenge of any kind.
4. Notwithstanding the limits shown against General Provisions, War and/or Civil War Coverage, Our liability for any one (1) event giving rise to a claim under the Policy with respect to War and/or Civil War shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (C).
5. Notwithstanding the limits shown against General Provisions, War and/or Civil War Coverage, Our total liability for all claims arising under the Policy during any one (1) Period of Insurance relating to War and/or Civil War in any shall not exceed the amount shown on the Schedule

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

6. Our total liability for all claims arising under Section 2, Kidnap and Ransom/Extortion Cover in respect of any one (1) insurable event or series of events arising out of any one (1) occurrence during the Period of Insurance shall not exceed the amount shown on the Schedule against Aggregate Limit of Liability (E).

## **Proper Law**

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Any dispute arising under the Policy or concerning its formation shall be governed by the laws of the appropriate state or territory of the Commonwealth of Australia. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the said state or territory and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and the practice of such court.

## **Singular/Plural**

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

## **Headings**

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

## **Assistance and Co-operation**

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

## **Due Diligence**

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The Policyholder and all Covered Person(s) will exercise due diligence in doing all things to avoid or reduce any loss under the Policy.

### About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to protect and individuals purchasing travel and personal accident insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

### Contact Us

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